MINUTES OF THE FACULTY SENATORS COUNCIL MEETING OF NOVEMBER 18, 2010

The New York University Faculty Senators Council (FSC) met at noon on Thursday, November 18, 2010 in Room 405 in the Kimmel Center for University Life.

In attendance were Senators Anton, Bogart, Capan, Cappell, Economides, Goldman, Hammack, Harrington, Hutchins, John, Jones, Kovner, Lebowitz, Magder, Monaco, Moran, Nolan, Raiken, Schacht, Simon, Tanis, Tranchina, Van Devanter, Vernillo, and Zwanziger and Alternate Senators Deneys-Tunney, Hurvich, Reiss, and Tannenbaum. FSC Consultant/Advisor Al-Askari and Moskowitz attended as guests.

APPROVAL OF THE MINUTES OF THE MEETING HELD OCTOBER 14, 2010

Upon a motion duly made and seconded, the minutes of the October 14, 2010 meeting were approved unanimously.

REPORT FROM THE CHAIRPERSON: ROBERT SCHACHT

Chairperson Schacht reported the FSC’s resolution regarding the age-limit on tuition remission resulted in resumed tuition remission benefits for the 14 students affected this fall. They will be allowed tuition remission for this year.

Schacht stated the Executive Committee met with Provost McLaughlin on Nov. 17. At the meeting, they discussed the graduate students’ appeal for a union and the adjunct negotiations. He explained the adjuncts had a strike authorization vote last week, which means they are able to strike if their contract expires but can not strike if their contract is still in place. The National Labor Relations Board is now requesting all RAs, TAs, and post-grads be incorporated into the graduate student union. The process is still ongoing at the regional level.

At the meeting with the Provost, the Executive Committee also discussed the 2031 plan. Schacht reported the administration is considering engaging with an external partner on the plans for the new hotel near the Silver Towers block. At this point, it is yet to be determined whether the site will also house faculty, students, or others. Alternate Senator Reiss responded that she was informed 10 floors are to be for the hotel and the rest for faculty housing. She commented the hotel will be for NYU conference, graduation, and other NYU special event attendees. Senator Harrington stated there was recently a large demonstration of faculty and community people against the 2031 plans. Senator Economides noted Karen Gulino, Assistant Vice President, Faculty Housing & Residential Services, reported at the Housing Committee meeting that there is no plan to buy or build new housing. Schacht countered that at the faculty forums it was stated that 500,000 square feet or 500 apartments for faculty were part of the 2031 plan. Senator Goldman inquired about how the FSC addresses issues of non-tenure track faculty (NTTF) housing. Economides replied that the housing committee discusses this issue often with contacts from the housing office, but presently they are not looking to expand NTTF housing. Reiss volunteered to serve on Lynne Brown’s 2031 planning committee. Senator Jones asked what FSC committee has the 2031 plan on their agenda. Schacht responded the Executive Committee will discuss forming a committee related to this issue or assigning a current committee to this topic.
In addition, at the meeting with the Provost, the Shanghai campus was discussed. Schacht reported the city of Shanghai and mayor are in support of the project. Currently they are building residence halls and deeding over an athletic facility. They plan to begin with an executive masters program and then expand to an undergraduate program. Unlike Abu Dhabi, the academics will focus more on subjects such as economics, engineering, and science. Senator Jones expressed her concerns about the lack of faculty involvement in these projects. Schacht mentioned President Sexton is attending the Dec. 9 FSC meeting and this is an opportunity for the Branch Campuses Committee and other members of the council to discuss the FSC’s and faculty’s involvement in these plans.

FSC COMMITTEE REPORTS

Finance and Policy Planning: Senator Economides

Senator Economides presented the Committee’s resolution titled "Recommendations to the Administration On Matters Pertaining to Faculty Compensation and to Faculty Benefits For the Academic Year 2011-2012". See attached Document A. The resolution shows in order to match increased living costs, including rises in rent and healthcare costs, salary should be increased by 5.72%. Economides stated the report presents a scientific methodology to this argument. Senator Bogart suggested sending every faculty member a copy of this report and resolution. Senator Jones mentioned that the faculty survey revealed financial concerns were a top issue for faculty. She stated the situation is also affected by the rise in benefits cost including medical expenses, co-pays associated with tuition remission, and increases in rent. Economides noted this document has two parts, and information on benefits will be added to the second section. Senator Jones stated she will look into benefit changes (increased premiums, etc.) to add to the report. Upon a motion duly made and seconded the resolution was approved unanimously by a vote of 23 senators in favor.

Tenure Modifications: Senator Monaco

Senator Monaco presented the Committee’s resolution titled “Resolution Concerning Letters of Agreement at the School of Medicine”. See attached Document B. Monaco noted that last year there was an FSC resolution regarding reduction in tenured faculty salaries. She stated the current issue is tenured faculty at the School of Medicine (SOM) are being given contracts to sign away their tenure rights. These change in responsibility letters do not coincide with the handbook’s terms of tenure responsibility and are a breach of the tenure contract. She remarked if a school wishes to change a tenure contract they must change the process. Senator Hammack asked about the reaction of the faculty council at the SOM about this issue. Monaco responded the issue has not been handled by the SOM council. Senator Tannenbaum suggested contacting the head of the SOM council to get his/her response and then share with the FSC. Senator Moran supported the resolution by stating it is important to protect the Faculty Handbook, and this issue is not just central to the SOM, but is a fundamental issue of faculty rights. Upon a motion duly made and seconded the question to vote on the resolution was approved by a vote of 16 senators in favor and 7 senators opposed. Senator Hammack commented that the FSC should pay attention to how this issue is reviewed by the governance structure at the SOM. He also remarked that the resolution should state the FSC does not support schools engaging in any activities that contradict the faculty handbook. Upon a motion duly made and seconded the resolution the resolution with the amendment: “any changes will be prospective and not retrospective as stated in the handbook” was approved by a vote of 17 senators in favor, 4 senators opposed, and 2 senators abstained.

ADJOURNMENT

The meeting adjourned at 2:10 PM.
MEMORANDUM

TO: Members of the Senate Financial Affairs Committee

FROM: The University Faculty Senators Council (UFSC)

RE: Recommendations to the Administration
On Matters Pertaining to Faculty Compensation and to Faculty Benefits
For the Academic Year 2011-2012

Part I. On Matters Pertaining to Faculty Compensation

The Faculty Senators Council is mindful of the many demands that the University faces, for example, the expansion of the faculty. While we applaud the administration’s efforts in addressing these needs, we are very concerned about the significant erosion of the faculty’s standard of living.

For a number of years the merit pool for faculty salary increases has failed to keep pace with cost of living in the New York Metropolitan Area. During the 2000-2010 decade, continuing faculty salaries increased at an average rate of 2.6% yearly. At the same time period, inflation averaged 3.32% yearly. Thus, as the data below shows, the standard of living of faculty at NYU (salaries adjusted for inflation in the NYC metropolitan area) has deteriorated by 5.72% since 2000.

In comparison with NYU tuition increases, the relative decline in NYU faculty salaries is much more pronounced. In the period 2000-2010, tuition increased at an average rate of 4.95% per year, approximately 90% faster than the average yearly rate of increase of continuing faculty salaries which was 2.6%.

Additionally, the administration has shifted much more of the burden of health care costs onto its employees, while raising rents on faculty housing. Faculty housing rents have increased on the average between 6 and 7 percent yearly, more than twice as fast as faculty salaries. After a number of increases in health care premiums and deductibles repeatedly over a number of years, faculty are asked to pay 10% higher premiums in 2011-12.

We fear that these circumstances will have a very adverse effect on faculty morale, retention, and recruitment.
To offset the real income declines for continuing faculty, the UFSC recommends an increase of 5.72% in this year’s faculty salary pool, of which all faculty will receive a minimum corresponding to the amount of the NYC cost-of-living index. The Council notes that the full 5.72% increase to the pool is quite conservative and will only restore continuing faculty to their real earnings of year 2000.\(^1\)\(^2\) It should also be pointed out that, because the calculations are done on a yearly basis, the Consumer Price Index does not include increases in prices in the period January 2011 to September 2011. If those were taken into account, the required faculty salary pool increase in September 2011 would have been larger.

### Table

<table>
<thead>
<tr>
<th>Year</th>
<th>New York Consumer Price Index</th>
<th>NYU Continuing Faculty Salary Index</th>
<th>NYU Tuition Index</th>
<th>Faculty Merit Increase</th>
<th>NYU Tuition Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>2000</td>
<td>100.00</td>
<td>100</td>
<td>100</td>
<td>3.50%</td>
<td>3.90%</td>
</tr>
<tr>
<td>2001</td>
<td>102.53</td>
<td>103.5</td>
<td>103.7</td>
<td>3.50%</td>
<td>3.70%</td>
</tr>
<tr>
<td>2002</td>
<td>105.16</td>
<td>107</td>
<td>107.6</td>
<td>3.50%</td>
<td>3.90%</td>
</tr>
<tr>
<td>2003</td>
<td>108.40</td>
<td>107</td>
<td>114.5</td>
<td>0.00%</td>
<td>6.90%</td>
</tr>
<tr>
<td>2004</td>
<td>112.23</td>
<td>110</td>
<td>120.1</td>
<td>3.00%</td>
<td>5.60%</td>
</tr>
<tr>
<td>2005</td>
<td>116.56</td>
<td>113</td>
<td>125.4</td>
<td>3.00%</td>
<td>5.30%</td>
</tr>
<tr>
<td>2006</td>
<td>120.94</td>
<td>116</td>
<td>130.8</td>
<td>3.00%</td>
<td>5.40%</td>
</tr>
<tr>
<td>2007</td>
<td>124.36</td>
<td>121</td>
<td>136.3</td>
<td>5.00%</td>
<td>5.50%</td>
</tr>
<tr>
<td>2008</td>
<td>129.21</td>
<td>124.5</td>
<td>142.2</td>
<td>3.50%</td>
<td>5.90%</td>
</tr>
<tr>
<td>2009</td>
<td>129.78</td>
<td>124.5</td>
<td>146.05</td>
<td>0.00%</td>
<td>3.85%</td>
</tr>
<tr>
<td>2010</td>
<td>133.21</td>
<td>126</td>
<td>149.55</td>
<td>1.50%</td>
<td>3.50%</td>
</tr>
</tbody>
</table>

Percentage salary merit pool increase in year 2010-11 required to restore faculty to their standard of living in year 2000 is 5.72% = 133.21/126 – 1.

\(^1\) Despite talk about deflation or lack of inflation, the New York-Northern New Jersey-Long Island Consumer Price Index as reported by the US Bureau of Labor Statistics increased at a rate of 2.64% in 2010.

\(^2\) Although the year 2000 has some significance as the start of the new millennium, the results are very similar if the starting year is different.
Resolution Concerning Letters of Agreement at the School of Medicine

**Background:** The NYU Promotion and Tenure Guidelines state that the guidelines for individual schools, “and any subsequent changes to them, must be presented to the Provost of New York University for approval, and the Provost should consult with the FSC prior to making the final decision about such changes.”

On February 16, 2006, the FSC approved the following resolution in support of this guideline: “The Faculty Senators Council affirms that any proposed changes to a School’s procedures for promotion and tenure must be submitted to the Provost, who in consultation with the Faculty Senators Council, will review and approve them.”

In a resolution approved in 2008 the FSC stated: “The Council believes strongly that unilateral imposition of modifications of existing practices and obligations involving tenure or retroactively altering agreements regarding tenure and institutional salary undermine the mutual trust that has been the bedrock of this University’s remarkable growth and success, and that will be essential as the faculty and the administration together face the challenges of achieving greater excellence.”

In 2009 the FSC reiterated this position stating: “In particular, as we have stated before, it is our understanding of the provisions of the Faculty Handbook that tenure protect faculty members’ economic security.”

It has recently come to the attention of the Tenure Modifications Committee of the Faculty Senators Council that a subset of tenured faculty members at the School of Medicine have been asked to sign contracts, termed “Change of Responsibility” agreements that would appear to limit their tenure rights (sample contract attached).

**Whereas:** The privileges and obligations of tenure as described in the Handbook, include academic freedom and economic security; and

**Whereas:** New York University does not have a policy of post-tenure review that allows for the renegotiation of or reduction of salary. Therefore be it

**Resolved:** The current practice of the NYU School of Medicine to request that certain faculty members sign agreements limiting their tenure rights is in violation of the Handbook. We urge that the School of Medicine cease this practice, and that any alterations in the tenure guidelines outlined in the Handbook be subject to the appropriate procedures for instituting such changes.
SAMPLE CHANGE OF RESPONSIBILITY LETTER

This letter confirms your increase in educational responsibilities associated with your new role as XXXXXXX.

This letter records the terms of your modified appointment and employment with us. As you know, the School of Medicine is a component of NYU Langone Medical Center, a complex academic medical center that includes hospital and clinical affiliates. Your academic appointment includes responsibility for teaching, as well as research and administrative responsibilities in the School. This letter combines in one document the salient elements of each of these components of your employment with us. You should note, however, that each of these components may be governed by separate policies. Below, we describe separately the title, duties, compensation, term and applicable policies for each component.

Section I - Academic Appointment
1. There is no change in your tenure status. You have an appointment as Professor in the Department of XXXXXXXX.

2. Your academic appointment, tenure eligibility and tenure status are governed by the Faculty Handbook of New York University and School of Medicine policies including modifications made in the future. Your advancement is dependent on success in your field and the evaluation of that success uses criteria in the Faculty Handbook and SOM policies which will be given to you upon appointment. Your academic appointment is terminable in accordance with provisions stated in the NYU Faculty Handbook and SOM policies.

3. You are expected to become familiar with Revision to the Policies and Procedures for Appointment, Promotion and Tenure at the School of Medicine and the Faculty Handbook, available online [link] and will be sent to you at the start of your appointment.

4. The general responsibilities associated with your academic appointment include but are not limited to:

   • Serve on committees of the School as requested by the Chair of the
Department of XXXXX or the Dean of the School;

• Participate in ‘the teaching program for medical and/or graduate students, residents and fellows in accordance with teaching expectations set forth in the policies of the School of Medicine as modified from time to time;

• Participate in academic activities that define membership in this community of scholars including mentoring, supervision, recruitment, advisement and governance;

• Participate in research as described in Section II.

5. As a member of the Department of XXXXX, your academic appointment, salary, tenure status, promotion, assignments to duties, space allocations, objectives for research, other technical and secretarial support, etc. will be the responsibility of the Chair of the Department of XXXXX in collaboration with the Dean of the School.

6. Your faculty appointment shall terminate automatically and simultaneously if you accept an unauthorized position with any other academically affiliated health care organization.

Section II - Research Expectations

1. You are expected to conduct research in the field of XXXXX.

2. Your current laboratory space remains unchanged.

Section III - School Administrative Responsibilities

1. You will have new administrative responsibilities in the School of Medicine as XXXXX. This administrative appointment is for an initial one year period based on continued satisfactory performance, and continuing thereafter at the discretion of the Department Chair or Dean.

2. The responsibilities associated with your role as XXXXX.

Section IV - General Provisions

1. Your employment under this agreement will begin on XXXX.
2. Your total approved annualized School of Medicine salary will be as stated in XXXXX.

3. Your new responsibilities as XXXXX represent an annual effort of XX% in the initial planning year with a decrease to the appropriate percent effort as determined by assessment in the subsequent years.

4. Your compensation package remains unchanged. The compensation associated with your clinical, research and administrative responsibilities is reflected in XXX. In the event you cease to have responsibilities in any of these areas, your compensation will be adjusted commensurately.

5. You will receive one NYU School of Medicine check for your School of Medicine compensated activities and your salary will be derived from multiple sources, which are subject to modification from year to year. Your salary in subsequent years will be determined, as are the salaries of all faculty members, in accordance with University and SOM rules and determinations made by the Department regarding faculty salaries. Salaries are ordinarily adjusted each year based on merit, which includes relative productivity and contributions to the School as reflected in your research accomplishments and other university activities.

6. It is expected that a proportion of your salary shall be supported by extramural funding, in accordance with the Performance Expectations for Research Faculty. The expectation is that you will have a minimum of 55% of your total research salary (or the pro-rated NIH cap, whichever is lower) between September 1, 2009 and August 31, 2010 and a minimum of 60% of your total research salary (or the pro-rated NIH cap, whichever is lower) supported by extramural funding September 1, 2010 and continuing thereafter in accordance with School of Medicine policies in effect at the time. If sources of extramural funding supporting your salary become unavailable or diminish and your extramural funding becomes less than described above, your salary may be decreased in accordance with University and School of Medicine policies and procedures in effect at the time of signing and modified from time to time in the future. For the September 1, 2009 to August 31, 2010 fiscal year your salary is 100% supported by the Department's operating budget. It is anticipated and expected that in the 2010-2011 fiscal year you will achieve 60% salary support through extramural funding.
7. You will continue to be eligible for NYU School of Medicine benefits based on your current elections as a result of this change in responsibility.

8. Your academic appointment and your Hospital Related Responsibilities are each subject to all policies and practices of the School and New York University as stated in the NYU Faculty Handbook and other policy documents of the School in effect at the time of signing and modified from time to time, and to the Bylaws, rules and regulations of the Hospitals, as well as all applicable laws, rules and regulations. You agree to discharge all duties and responsibilities hereunder faithfully and in accordance with such policies, laws, rules, and regulations.

9. You may engage in such consulting activities as may from time to time be permitted by the rules and regulations of the University and the School. Your participation in, and the disposition of proceeds from, consultative activities will be subject to the rules and regulations of the School in effect at the time of signing and modified from time to time.

10. You are will be required and agree to complete accurately time and effort allocation forms on a monthly and/or quarterly basis as requested by the Hospitals or School Administration and you agree to complete such reports accurately and on a timely basis, and also, to submit them, to maintain appropriate documentation to support such allocations and to make such documentation available upon request from the Hospital or the School for audit purposes.

11. You agree that you shall not recruit any employee nor solicit business which knowingly disturbs, or could be expected to disturb, the existing professional or business relationships of the School or of the Hospital with any employee, patient, health care provider or referral source while you are in our employ and for two years after leaving our employ.

12. Nothing in this agreement is intended to obligate any party to refer patients or business to or between the Hospitals, the School and you. Any referral between the parties shall be subject to each individual patient's choice. and his or her physician's professional judgment.

13. You agree that this Agreement together with Schedules A and B, which
are incorporated herein (a) is the complete and exclusive statement of the agreement among you, the School and the Hospitals, and shall supersede and merge all prior proposals, understandings and other agreements, oral and written, relating to your employment by the School and the Hospitals; (b) may not be modified except by a written instrument duly executed by each of you, the School and the relevant Hospital; and (c) shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflict of law provisions.