

## COMMENTARY ON ADMIRAL RYAN'S LETTER

By James M. Maloney

*[The plain text below is from Admiral Ryan's letter of November 13, 2003. The bold text within each passage is a portion that I have emphasized because it is a part to which my response is particularly directed. The indented italicized text that follows each passage is my response. – JMM '80]*

Dear Maritime Graduates:

I am writing to clarify information you may have received regarding the Agreement that the Alumni Association has been asked to sign **with Maritime College**.

*The Agreement is with SUNY or the State of New York. SUNY does not regard the College as a separate entity, but, rather, a "campus."*

Last summer the trustees of the SUNY system **mandated** that campus related organizations such as alumni associations and foundations adopt a set of guidelines that would serve to clarify the roles these organizations play on each campus. Each of SUNY's 64 colleges is **required** to adopt these guidelines. Our College Foundation has already signed such an agreement and we have asked the Alumni Association to sign a similar one. While SUNY has **required** the College to secure this Agreement with the Alumni Association, you should know that I personally support it as well. Clearly, it is important that the College be able to count on the support of the Alumni Association in very specific ways that are outlined in the Agreement. Of course, the College also looks forward to supporting the Alumni Association's efforts in every way possible. **In my view this Agreement is a contract for our mutual benefit.**

*In my view, the Agreement benefits SUNY far more than it benefits the Alumni Association, which it harms. SUNY alone drafted the Agreement and is now threatening to excommunicate our Alumni Association if we do not sign on. There has been no give-and-take, no negotiation, no bargaining. When such duress is applied to force one party to sign on to an agreement drafted by another, that ought to tell you something.*

One of the primary concerns that have [*sic*] been voiced is that the Agreement **somehow threatens the independence of the Alumni Association. The Agreement does not change the current relationship between the College and the Alumni Association in any significant way.**

*The requirement that the Alumni Association reconstitute itself as a 509(a)(3) "supporting organization" to SUNY fundamentally changes the relationship between the two entities, and it does so irrevocably. In order to gain recognition by the IRS as a 509(a)(3) "supporting organization," the Alumni Association must demonstrate, among other things, that the "supported organization" (i.e., SUNY) exercises considerable control over the Alumni Association's activities and that SUNY has powers of audit over the Alumni Association.*

The Agreement **guarantees** the following:

- The Association will remain the official alumni organization recognized by

SUNY and the Maritime College.

● **No restrictions are placed on how the board of directors is comprised or how the by-laws are structured.**

● The Association will maintain its own budget and the ability to raise money to support its operations.

● The Association will be able to continue running events to support cadet scholarships and other College priorities.

● The Agreement does not require the Alumni Association to raise a specific amount of money each year.

● The Agreement guarantees that the Alumni Association will continue to be housed rent-free on campus.

● **The Agreement provides that the Alumni Association or the College can terminate the Agreement with 45 days notice should either party feel that the spirit of the Agreement is not being lived up to.**

● **The Agreement does require that the College and the Alumni Association jointly share information on our graduates, such as graduation lists and information contained on the alumni database.** It also requires the Alumni Association and the College to engage in a joint planning session each year to make sure there are no conflicting activities or questions about the College's priorities.

● The Alumni Association will maintain its status as an **independent**, tax exempt, non-profit organization. Because of the way the Association is currently structured however, it will have to incorporate or become formally affiliated with the College. **This is necessary because the Association is now classified as a public charity by the Internal Revenue Service. As a public charity the Association is not required to work on behalf of the College. This College deserves to have an Alumni Association whose primary goal is to support the priorities of the College.**

Maritime College is a proud member of the SUNY system, one of the largest public university systems in the country. I can assure you that the Chancellor and the Board of Trustees have been nothing but supportive of the College and our efforts since my arrival. While I appreciate the way our alumni have lobbied for the college on several important initiatives, it is critical that you understand that none of the recent improvements on this campus would be possible if SUNY was not completely behind our efforts. SUNY has invested millions of dollars in our campus in the past year. This investment guarantees that the College you know and love will maintain the important traditions of being centered on the regiment and the training ship.

*The Agreement requires that the President and Director of Development of the "campus," or their designees, be made members of the Alumni Association's board of directors. The sharing of the Alumni Association's database is a one-way street. Joe Tartaglia's post of 11/22/2003 on DomeNet quotes from the Agreement extensively and exposes it as rigged for SUNY's benefit on this point. The Agreement certainly does not guarantee the privacy of the membership, since the database would come under SUNY's control. If the Agreement is revoked, SUNY would still have the database. Further, although the Agreement may be revocable on 45 days' notice, the change in organizational form to a 509(a)(3) "supporting organization" is not revocable, and that change would take away the Alumni Association's independence and its ability to bargain with SUNY at arms' length. It is correct that "[a]s a public charity the Association is not required to work on behalf of the College." Although we certainly do work on behalf of the College now, we do so voluntarily, and we also work on behalf of our members, the maritime industry, and the traditional values of a*

*nautical education at an institution that predates SUNY itself by almost 75 years. I wholly disagree with the statement that "[t]his College deserves to have an Alumni Association whose primary goal is to support the priorities of the College." The Maritime College and its alumni deserve an Alumni Association that supports priorities defined by the Alumni Association and its members, not by a bureaucracy whose agenda may change (and has changed) from year to year. While Admiral Ryan is doing a fine job, the future is uncertain and the past advises caution.*

I understand that you will be receiving a ballot asking you to vote on the adoption of the Agreement. I have made my presentation and preferred option known to your leadership. I have not seen this material in advance so I don't know how it is being presented to you. **This is what I think you need to know: In order for the Alumni Association to remain as the officially recognized organization representing our alumni at Maritime College, this Agreement must be signed by December 15, 2003.** I think this Agreement will serve as the foundation for increased support for the College, and will benefit each student and graduate. Again, let me stress that no documentation supporting the contention that the Association's independent status is threatened has been brought to my attention. **If the Agreement is not signed, the College will continue to work with any and all graduates who want to help us to reach our goal of becoming the best institution of its kind in the world. Unfortunately, the Alumni Association as currently organized would be unable to join us.**

*The foregoing coercive measures (which say, effectively, "either sign on or be cut out" notwithstanding the fact that the Guidelines themselves permit "grandfathering") are unjustifiable given the Alumni Association's long history of devotion to the Maritime College and its predecessor institutions. Such coercion is also an improper method for government officials to use to attempt to gain control of a private association.*

If you have any questions regarding where I stand on this issue or about the Agreement, please contact Ken Healy at (718) 409-7277 or by e-mail at [khealy@sunymaritime.edu](mailto:khealy@sunymaritime.edu).

Sincerely,  
John R. Ryan

/s/

Vice Admiral, USN (Ret.)  
President

*I note, in closing, that the Guidelines themselves (Part V - Structure) expressly permit exceptions (i.e., "grandfathering" of existing structures such as ours) with the written approval of the "campus President . . . in consultation with the Chancellor or designee." This "grandfathering" option has so far been denied to our Association. I respectfully urge that Admiral Ryan and Chancellor King reconsider this decision, and that the Board of Trustees examine the question.*

