

145 A.D.3d 567 (2016)
2016 NY Slip Op 08467
43 N.Y.S.3d 328

In the Matter of MARIE MONACO et al., Appellants,
v.
NEW YORK UNIVERSITY et al., Respondents.

2501, 100738/14.

Appellate Division of the Supreme Court of New York, First Department.

Decided December 15, 2016.

Judgment, Supreme Court, New York County (Alexander W. Hunter, Jr., J.), entered July 17, 2015, which, to the extent appealed from, granted respondents' cross motion to dismiss petitioners' breach of contract and promissory estoppel claims, unanimously reversed, on the law, with costs, the cross motion denied, the plenary claims reinstated, and the matter remanded for further proceedings.

Concur — Sweeny, J.P., Renwick, Manzanet-Daniels and Kapnick, JJ.

568 *568 A university's academic and administrative decisions require professional judgment and may only be reviewed by way of a CPLR article 78 proceeding to ensure that such decisions are not violative of the institution's own rules and neither arbitrary nor irrational (*Maas v Cornell Univ.*, 94 NY2d 87, 92 [1999]; *Gertler v Goodgold*, 107 AD2d 481, 485-486 [1st Dept 1985], *affd* 66 NY2d 946 [1985]; *Matter of Bennett v Wells Coll.*, 219 AD2d 352, 356 [4th Dept 1996]). However, "[i]f the claim involves a matter of contractual right it may, of course, be vindicated in an action [at] law" (*Gertler*, 107 AD2d at 486).

For the purpose of surviving respondents' cross motion to dismiss, petitioners, tenured faculty members of respondent New York University's School of Medicine, have sufficiently alleged that the policies contained in respondent's Faculty Handbook, which "form part of the essential employment understandings between a member of the Faculty and the University," have the force of contract (see *O'Neill v New York Univ.*, 97 AD3d 199, 208-210 [1st Dept 2012]). Further, for the purposes of surviving respondents' cross motion to dismiss, petitioners have sufficiently alleged that they had a mutual understanding with respondent that tenured faculty members' salaries may not be involuntarily reduced. Additionally, petitioners have sufficiently alleged that they reasonably relied on oral representations by respondents that their salaries would not be involuntarily reduced.

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