MEMORANDUM OF UNDERSTANDING
BETWEEN
SUFFOLK COUNTY COMMUNITY COLLEGE
AND
ST. CATHERINE OF SIENA MEDICAL CENTER

Whereas, Suffolk County Community College (College) and St. Catherine of Siena Medical Center (SCSMC) are cognizant of the acute nursing shortage on Long Island and recognize the critical need for trained nursing personnel to sustain the delivery of quality health care to the residents of Suffolk County, and

Whereas, the College and SCSMC have identified the nursing profession as offering job opportunities with significant income potential for Suffolk County residents, and

Whereas, the College and SCSMC appreciate that through combined efforts the foregoing purposes can best be served,

Now, therefore, in consideration of the covenants, promises and consents herein contained, the parties hereto agree as follows:

1. Term of Agreement

This Agreement shall be in effect from January 1, 2006 through December 31, 2011.

2. Commitment of the College

a. The College will expand its existing nursing degree program by ten (10) seats to accommodate SCSMC employees or other applicants who have met both the pre-employment eligibility for SCSMC and the SCCC admissions requirements for the nursing program.

b. During the first five years of this Agreement, the College will annually admit up to ten (10) SCSMC eligible employees, eligible family members of SCSMC employees or other eligible applicants into its A.A.S. nursing degree program. In the sixth year of the Agreement commencing January 1, 2011, the College will not admit additional SCSMC employees or other applicants into the expanded program unless the parties hereto have entered into a new memorandum of understanding to continue this program.

c. The College will work with SCSMC to assist in identifying its employees who are qualified for admission to the nursing degree program.

d. Marketing strategies that indicate collaborative initiatives will be created.
e. The College will work with SCSMC to identify SCSMC nursing staff that possess Master’s Degrees in Nursing and appropriate clinical experience who desire to serve as adjunct faculty in the Nursing Program. Such individuals will be interviewed by College Administrators for available assignments and, if qualified, will be hired by the College as adjunct faculty.

f. It is expressly understood that the College is, and shall hereafter remain, solely responsible for employing its faculty members and nothing contained herein is intended to, or shall create, an employer/employee relationship between SCSMC and the faculty members. The College is and shall remain solely responsible for complying with all federal, state and local laws governing employment of such faculty members, including, but not limited to, all laws concerning payment of, and withholding from, wages, payment of all applicable employment taxes, the provision of benefits (including health and retirement benefits), compliance with applicable fair employment laws, workers’ compensation and unemployment compensation.

3. Commitment of SCSMC

a. Upon commencement of this Agreement, SCSMC will provide financial support as outlined in Appendix A. With the exception of the sixth year of this Agreement, in any given year in which fewer than ten (10) new students are admitted to the College’s A.A.S. nursing degree program, SCSMC will pay a pro rata share of the funding set forth in Appendix A (e.g. if ten (10) students are admitted during the first year of the program, but only eight (8) new students are admitted in the second year of the Agreement, SCSMC will provide financial support at 90% of the amount set forth in Appendix A).

b. SCSMC will pay tuition and fees for ten (10) employees who enroll in the College’s expanded nursing degree program consistent with SCSMC’s tuition reimbursement policy.

c. SCSMC will provide the College with documentation evidencing that potential students to be enrolled in the expanded nursing degree program have entered into agreements with SCSMC regarding their employment with SCSMC following graduation from the program. Students must meet both SCC & SCSMC selection criteria.

4. Commitment of Students

To be eligible to enroll in the nursing degree program, students must have executed an agreement with SCSMC setting forth terms and conditions of employment with SCSMC after graduation from the program.
Suffolk County Community College

Dr. Shirley J. Pippins
President

Date: 1/23/06

St. Catherine of Siena Medical Center

Vincent DiRubbio
President and Chief Executive Officer

Date: 1/18/20
APPENDIX A

STAFFING – Pro Rata Share of SCSMC Class Based on Class of 30 students

<table>
<thead>
<tr>
<th>STUDENTS</th>
<th>SCCC FULL-TIME NURSING FACULTY</th>
<th>SCCC FULL-TIME NURSING FACULTY SALARY PLUS BENEFITS</th>
<th>SCCC NURSING ADJUNCTS</th>
<th>SCCC NURSING ADJUNCT SALARY</th>
<th>SCCC FULL-TIME PA1 12-MONTH SALARY PLUS BENEFITS</th>
<th>TOTAL GRANT AWARD FROM SCSMC</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRST &amp; SIXTH YEARS</td>
<td>10</td>
<td>2</td>
<td>$131,376</td>
<td>5</td>
<td>$41,000</td>
<td>$55,646</td>
</tr>
<tr>
<td>SECOND THROUGH FIFTH YEARS</td>
<td>20</td>
<td>3</td>
<td>$197,064</td>
<td>7</td>
<td>$56,000</td>
<td>$55,646</td>
</tr>
</tbody>
</table>

Notes:
1. All faculty salaries will be adjusted annually pursuant to the terms of the collective bargaining agreement between the College and the faculty union. “Total SCSMC Grant” will be adjusted annually to reflect the faculty salaries in effect during each year of this agreement.
2. Should the College and SCSMC mutually agree to extend this agreement and enroll a new class of students during the sixth year, SCSMC will provide financial support at the fifth year level, plus any adjustments pursuant to the College’s collective bargaining agreement in effect at that time.