MEMORANDUM OF UNDERSTANDING
BETWEEN
SUFFOLK COUNTY COMMUNITY COLLEGE
AND
ST. CATHERINE OF SIENNA NURSING HOME

Whereas, Suffolk County Community College (College) and St. Catherine of Sienna Nursing Home (SCSNH) 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 SCSNH and have identified the nursing profession as offering job opportunities with significant income potential for Suffolk County residents, and

Whereas, the College and SCSNH 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 June 1, 2008 through May 31, 2012.

2. Commitment of the College

a. The College will develop its Licensed Practical Nurse (LPN) to include ten (10) seats to accommodate SCSNH and employees or other applicants who have met both the pre-employment eligibility for SCSNH and the SCCC admissions requirements for the LPN program.

b. During the first five years of this Agreement, the College will annually admit up to ten (10) SCSNH eligible employees, eligible family members of SCSNH or other eligible applicants into its LPN nursing degree program. In the sixth year of the Agreement commencing June 1, 2012, the College will not admit additional SCSNH or employees or other applicants into the program unless the parties hereto have entered into a new memorandum of understanding to continue this program.

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

d. Marketing strategies that indicate collaborative initiatives will be created.
e. The College will work with SCSNH to identify SCSNH nursing staff that possess Master’s Degrees in Nursing and appropriate clinical experience who desire to serve as adjunct faculty in the SCCC LPN 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 SCSNH 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 SCSNH

a. Upon commencement of this Agreement, SCSNH will provide financial support as outlined in Appendix A. With the exception of the fifth year of this Agreement, in any given year in which fewer than ten (10) new students are admitted to the College’s LPN program, SCSNH 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, SCSNH will provide financial support at 90% of the amount set forth in Appendix A).

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

c. SCSNH will provide the College with documentation evidencing that potential students to be enrolled in the LPN program have entered into agreements with SCSNH regarding their employment with SCSNH following graduation from the program. Students must meet both SCCC and SCSNH selection criteria.
4. Commitment of Students

To be eligible to enroll in the LPN program students must have executed an agreement with SCSNH setting form terms and conditions of employment with SCSNH after graduation from the program.

Suffolk County Community College

[Signature]

Dr. Shirley J. Pippins
President

Date: 4/29/08

St. Catherine of Siena Nursing Home

[Signature]

Michael Quartararo, RN, JD, MS, ANP
Senior Administrator

Date: 4/22/08
APPENDIX A

STAFFING – Share of SCSNH Class Based on Class of 30 Students

<table>
<thead>
<tr>
<th>YR.</th>
<th>STUDENTS</th>
<th>SCCC F/T NURSING FACULTY</th>
<th>SCCC F/T NURSING SALARY &amp; BENEFITS</th>
<th>SCCC P/T PA &amp;CA SALARY &amp; BENEFITS</th>
<th>TOTAL FROM SCSNH</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5</td>
<td>10</td>
<td>1</td>
<td>$25,580</td>
<td>$5,820</td>
<td>$31,400</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 From SCSNH" will be adjusted annually to reflect the faculty salaries in effect during each year of this Agreement.

2. Should the College and SCSNH mutually agree to extend this agreement and enroll a new class of students during the sixth year, SCSNH 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.