MEMORANDUM OF AGREEMENT

Except as modified herein, the collective bargaining agreement between the Faculty Association of Suffolk County Community College ("Faculty Association") and Suffolk County Community College ("College") (collectively, the "Parties"), expiring August 31, 2026, shall remain in full force and effect.

1. The Parties hereby agree that the College will provide a special one-time retirement incentive to up to a maximum of ten (10) full-time Faculty Association members who are eligible as set forth below, unless such maximum is waived by the College in accordance with Paragraph 4 of this Agreement, for retirements effective July 31, 2024, only.

2. In order to qualify for this special incentive:

    a. The full-time Faculty Association member must be eligible for regular service retirement with or without reduction in pension from the employee's respective tier under the New York State Teachers Retirement System, the New York State Employees Retirement System, or the SUNY Optional Retirement Program, whichever is applicable; and

    b. The full-time Faculty Association member must submit an irrevocable letter of resignation to the College President, via College email with a CC to the Vice President for Human Resources, after the date of ratification of this Agreement and prior to 2:00 p.m. on Monday, April 29, 2024 for retirement effective close of business on July 31, 2024, and the letter must note that it is being submitted to utilize the retirement incentive herein; and

    c. The full-time Faculty Association member must actually and permanently retire from the College into the New York State Teachers Retirement System, the New York State Employees Retirement System, or the SUNY Optional Retirement Program, whichever is applicable, effective July 31, 2024.

3. Eligible full-time Faculty Association members shall be entitled to a special one-time retirement incentive of a payment of $1,000 per year of full-time service with the College, up to a maximum payment of $20,000. This shall be in addition to any payment the employee may be eligible for in accordance with Article V(D) of the CBA for a portion of accumulated sick leave upon retirement. Payment of this special one-time retirement incentive shall be made within sixty (60) days after the effective date of the employee's retirement as compensation directly to the employee.

4. In the event the College receives more than the maximum of ten (10) letters of resignation for retirement purposes prior to 2:00 p.m. on Monday, April 29, 2024, the Parties agree that only the first ten (10) resignations received will be eligible for this incentive, unless the College exercises its discretion to waive this maximum as set forth below.

    a. The Parties agree that the College may, in its sole and unreviewable discretion, elect to waive the maximum of ten (10) resignations, if available funds permit, on or before close of business on Thursday, May 9, 2024; such waiver shall be

in the form of written notification to the Faculty Association President and shall set forth the number of additional resignations which will be eligible for this incentive, with identification of the Faculty Association members eligible for this incentive, in the order received.

b. Any Faculty Association members who submitted letters of resignation in accordance with this Agreement who, by virtue of the order in which resignations were received are beyond the maximum number of resignations eligible to receive the incentive outlined herein shall have the option of rescinding, in writing via College email, to the College President with a CC to the Vice President for Human Resources on or before 2:00 p.m. on Friday, May 17, 2024, their letter of resignation. Should the Faculty Association member not rescind their resignation on or before 2:00 p.m. on Friday, May 17, 2024, the resignation shall be deemed irrevocable, and the Faculty Association member will not be eligible for the separation incentive referenced in Paragraph 3.

5. Nothing herein shall constitute a practice, policy or procedure on the part of the College or establish a precedent between the Parties.

6. This Agreement is the complete and exclusive statement of the agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

7. This Agreement may not be amended or modified orally; this Agreement can only be amended or modified by written agreement, signed by authorized representatives of both parties.

8. This Agreement shall be subject to ratification by the Board of Trustees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SUFFOLK COUNTY COMMUNITY COLLEGE

Dated: 3/18/24 By: _____
Dr. Edward T. Bonahue, President

Dated: 3/19/24 By: _____
Angelica Rivera,
Vice President, Human Resources

FACULTY ASSOCIATION

Dated: 3.18.2024 By: _____
Dante E. Morelli, President