AMENDMENT NO. 1
TO MEMORANDUM OF UNDERSTANDING
BETWEEN
SUFFOLK COUNTY COMMUNITY COLLEGE
AND
106TH RESCUE WING

This is an AMENDMENT to the MEMORANDUM OF UNDERSTANDING ("Agreement") by and between **SUFFOLK COUNTY COMMUNITY COLLEGE** ("College"), having its principal administrative office at 533 College Road, Selden, New York 11784, a community college established under the sponsorship of the County of Suffolk, a municipal corporation of the State of New York, pursuant to the New York State Education Law, and **106TH RESCUE WING**, having its principal administrative office at 150 Old Riverhead Road, Westhampton Beach, New York 11978 ("106th Rescue Wing").

WHEREAS, the College and the 106th Rescue Wing executed the Agreement on November 6, 2017 with an initial term of January 1, 2018 to June 30, 2019; and

WHEREAS, Part G, Paragraph 2 of the Agreement provides for its renewal upon the mutual written consent of the parties; and

WHEREAS, the parties desire to renew the Agreement for an additional three-year term and to amend the Agreement to provide for the offering of Continuing Education courses at the Francis S. Gabreski Air National Guard Base, located at 150 Old Riverhead Road, Westhampton Beach, New York 11978 ("Base");

NOW, THEREFORE, it is mutually agreed as follows:

1. The term of the Agreement shall be renewed and amended to reflect that it is in effect for an additional three-year term, from July 1, 2019 to June 30, 2022.

2. The Agreement shall be amended to insert a new "Part I, Continuing Education Courses" as follows:

I. Continuing Education Courses

1. In addition to the for-credit courses offered by the College at the Base through the Program as outlined above, the College may offer non-credit Continuing Education courses ("CE Program") at the Base, subject to availability of funding, as described in this Part I.

2. Eligibility. Service members shall be eligible for enrollment in non-credit courses offered through the CE Program at the Base. Additionally, subject to availability of seats and applicable restrictions on access to the Base, the 106th Rescue Wing and the College may mutually agree in writing to permit other specified individuals, including but not limited to spouses/dependents of service members, to enroll in the CE Program. Individuals enrolling in courses offered

through the CE Program will be required to complete the College's CE Program registration form in order to enroll. Students registering for "Intermediate" or other advanced level courses must have completed the necessary prerequisite course(s) or demonstrate that they are on level.

3. Liaison. The College's primary liaison for the CE Program will be the College's Director of Veterans Affairs, Shannon O'Neill.

4. Responsibilities of the College. The College, at its expense, shall provide the following as necessary and appropriate to develop, administer, and promote the CE Program, including: (a) College faculty and administrative support; (b) promotional materials for the Program; (c) written course materials; and (d) laptop computers, if required.

5. CE Program Course Offerings. The College will determine the course(s) to be offered each term in the CE Program based on student interest, enrollment, prerequisite courses and/or skills, and available funding. Courses offered in the CE Program will be offered at mutually agreed upon days and times during the College's academic terms.

a. Minimum Enrollment. Courses which meet the preferred minimum enrollment of five (5) students at least two (2) weeks prior to the start of the course will run as scheduled. Courses that do not meet the preferred minimum enrollment of five (5) students may still run at the discretion of the College. The College reserves the right to cancel a course that is under-enrolled.

b. Computer Courses. Enrollment in computer courses offered in the CE Program will be limited to fifteen (15) students. For such courses, the 106th Rescue Wing shall provide a classroom space with at least fifteen (15) computer stations to be used by students, if one is available; if such a classroom space is not available, the College will provide fifteen (15) laptop computers to be used in each computer course session.

6. Funding.

a. Grant Funding. The College will apply for grant funding to cover and/or offset the cost of offering the CE Program at the Base. The 106th Rescue Wing will provide a letter of support for submission with the College's application(s) for grant funding and will cooperate with the College's efforts to receive and/or maintain grant funding with respect to the CE Program.

a. Funding by the 106th Rescue Wing. In the event grant funding does not cover the full cost of offering course(s) in the CE Program at the Base, the College will notify the 106th Rescue Wing in writing of the remaining cost necessary to offer the desired course(s) at no charge to students at least ninety (90) days prior to the start of the course(s). In the event the 106th Rescue Wing elects to cover the remaining cost so that the course(s) run as scheduled, it will notify the College's Liaison in writing no later than sixty (60) days prior to the start of

course(s) of its intent to cover the remaining cost. Payment for the remaining cost must be received by the College no later than thirty (30) days prior to the scheduled start of the course(s). In the event the 106th Rescue Wing does not elect to cover the remaining cost, the College reserves the right to cancel any course(s) that are not fully funded.

7. Responsibilities of the 106th Rescue Wing. All responsibilities of the 106th Rescue Wing outlined in Part D of this Agreement with respect to the Program shall also apply with respect to the CE Program.

8. Joint Commitments. The parties further agree to develop methods to publicize the CE Program in appropriate publications or forums, and to work collaboratively to assess and, if necessary, refine procedures for the CE Program to ensure their effectiveness.

3. All other terms and conditions of the Agreement, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the latest date written below.

Michael W. Bank, Colonel, NYANG Date
Wing Commander, 106 RQW
106th Rescue Wing

Louis J. Petrizzo 05/06/19
Louis J. Petrizzo Date
College General Counsel / Exec. V.P.
Suffolk County Community College

MEMORANDUM OF UNDERSTANDING
BETWEEN
SUFFOLK COUNTY COMMUNITY COLLEGE
AND
106TH RESCUE WING

THIS AGREEMENT is made between **SUFFOLK COUNTY COMMUNITY COLLEGE** ("College"), having its principal administrative office at 533 College Road, Selden, New York 11784, a community college established under the sponsorship of the County of Suffolk, a municipal corporation of the State of New York, pursuant to the New York State Education Law, and **106TH RESCUE WING**, having its principal administrative office at 150 Old Riverhead Road, Westhampton Beach, New York 11978 ("106th Rescue Wing").

WHEREAS, the College and the 106th Rescue Wing mutually desire to enter into an agreement to establish an inter-institutional program ("Program") whereby service members from the 106th Rescue Wing may enroll in courses offered by the College and taught at the Francis S. Gabreski Air National Guard Base, located at 150 Old Riverhead Road, Westhampton Beach, New York 11978 ("Base");

WHEREAS, in order to facilitate the Program, the 106th Rescue Wing wishes to provide the necessary classroom space at the Base for College faculty to provide such course instruction;

NOW, THEREFORE, it is mutually agreed as follows:

A. Eligibility

1. Service members shall be eligible for enrollment in courses offered through the Program, in accordance with the procedures outlined below in Part B. Subject to availability of seats and applicable restrictions on access to the Base, the 106th Rescue Wing and the College may mutually agree to open enrollment to other specified individuals, including but not limited to spouses and dependents of service members.

B. Procedural Guidelines

1. Prospective students will be required to submit the following documentation to the College's Office of Enrollment Management:
    a. Suffolk County Community College Application for Admission;[1]
    b. Suffolk County Community College Health History and Meningitis Acknowledgement Form;[2]
    c. Student's official transcripts from all high schools and other colleges attended; and

[1] Available at http://www.sunysuffolk.edu/apply-enroll/new-student-admissions/index.jsp.

[2] Available at http://www.sunysuffolk.edu/experience-student-life/health-services/documents/HealthHistoryandMeningitisAcknowledgementND.pdf.

d. The Student's Joint Services Transcript and/or Community College of the Air Force Transcript, as applicable.

2. Students seeking financial assistance for the Program must complete a Free Application for Federal Student Aid (FAFSA) application indicating Suffolk County Community College as their college of choice, and/or other appropriate application for education benefits if seeking military or V.A. benefits or New York State financial assistance. The College's Offices of Financial Aid and the College's Veterans Resource Centers are available to assist students seeking financial assistance for the Program.

3. Placement decisions for any courses with prerequisite requirements will be made by the College in accordance with the College's policies and procedures regarding prerequisites.[3]

4. An inter-institutional meeting of appropriate administrators and faculty from the College and from the 106th Rescue Wing shall occur each semester to review admission criteria, number of students to be admitted, and any other considerations necessary to facilitate the Program.

5. Students will be subject to the College's policies and procedures with respect to the Program, including any policies establishing minimum attendance requirements, grading policies, the Student Code of Conduct, and the Student Handbook. Students will also be subject to any expectations, requirements, or policies outlined in the syllabi for the courses.

C. Responsibilities of the College

1. The College shall incur the following expenses as necessary and appropriate to develop and administer the Program, including, but not limited to:
   a. College faculty and administrator salary and benefits; and
   b. Promotional materials for the Program.

2. The College's primary liaison for the Program will be the College's Director of Veterans Affairs, Shannon O'Neill. The College's Eastern Campus, located at 121 Speonk-Riverhead Road, Riverhead, New York 11901, will be the primary campus designated to serve students in the Program for purposes of student support services, library and computing services, disability services, and any other services the College makes available for students enrolled in courses at the College.

3. The College will determine the course(s) to be offered each term in the Program based on student interest, enrollment, and prerequisite courses and/or skills, and taking into consideration students' need to satisfy Community College of the Air Force (CCAF) general education requirements. Courses offered in the Program will be aligned to the College's academic calendar and will be offered at mutually agreed upon days and times during the College's fall and spring terms. Course(s) to be offered in the fall term will be

[3] The College's current prerequisite policy and procedures are available on the College's non-degree student webpage at: http://www.sunysuffolk.edu/apply-enroll/just-taking-a-course-or-two.jsp.

finalized by the May 15 preceding. Course(s) to be offered in the spring term will be finalized by the October 15 preceding. Courses which meet the preferred minimum enrollment of fifteen (15) students at least two (2) weeks prior to the start of the academic term will run as scheduled. Courses that do not meet the preferred minimum enrollment of fifteen (15) students may still run at the discretion of the College. The College reserves the right to cancel a course that is under-enrolled. Maximum class size will be limited in accordance with the College's limitations on class size based upon the College's collective bargaining agreement with the Faculty Association of Suffolk County Community College.

4. Pursuant to the regulations of the New York State Commissioner of Education and the State University of New York (SUNY) for extension sites, the College cannot offer more than fifteen (15) courses for credit or permit more than three-hundred fifty (350) course registrations for credit in any academic year on-site at the Base. Course offerings and registrations will be limited so as to ensure that the College adheres to these limitations.

5. The College does not guarantee that credits earned by students in the courses will be accepted for transfer or application toward a degree program of study by other institutions of higher education. While credits earned in the College's courses are generally accepted by other SUNY institutions, credits may not be transferrable to particular programs and certain grades (such as a "D") may not be accepted for transfer.

6. Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers / Coordinators listed below. Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited. The following persons have been designated to handle inquiries regarding the College's non-discrimination policies:

Civil Rights Compliance Officers

Christina Vargas
Chief Diversity Officer/Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784-2899
vargasc@sunysuffolk.edu
(631) 451-4950

or

Dionne Walker-Belgrave
Affirmative Action Officer/Deputy Title IX Coordinator

Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784-2899
walkerd@sunysuffolk.edu
(631) 451-4051

Inquiries or complaints concerning alleged civil rights violations in the College's education admissions, programs and activities may also be directed to:

Office for Civil Rights (OCR) – Enforcement Office
U.S. Department of Education
32 Old Slip, 26th Floor
New York, NY 10005-2500
Telephone: (646) 428-3800
Fax: (646) 428-3843
TDD: (877) 521-2172
Email: OCR.NewYork@ed.gov
Also see: https://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm.

D. Responsibilities of the 106th Rescue Wing

1. The 106th Rescue Wing shall provide suitable classroom space at the Base to facilitate course instruction for the Program by College faculty members, which shall include, at a minimum, sufficient table and/or desk space for the faculty and students, the ability to project from a computer to an overhead projector or screen visible to students, a chalkboard or whiteboard while the space is in use for the Program, and, if feasible, Wi-Fi Internet or Hotspot Internet for use by the College faculty members. The designated classroom space or other suitable space shall be made available for the faculty member to use immediately before or after class to meet with students. The 106th Rescue Wing will provide faculty parking adjacent to the classroom building.

2. The 106th Rescue Wing warrants that the premises are accessible to individuals with disabilities in accordance with the Americans with Disabilities Act (ADA).

3. The 106th Rescue Wing shall advise the College of any security restrictions or background checks which impact the faculty who are or who may be assigned to the Program, as well as any changes thereto, and will assist the faculty in obtaining clearance or pre-clearance for access to the Base.

4. The 106th Rescue Wing will provide an on-site orientation to faculty members teaching in the Program so that they are familiar with the facilities used for the Program and any guidelines governing their entry to the Base and their conduct while on the Base.

5. The 106th Rescue Wing will identify and promote the Program to service members on Base, and will refer interested service members to the College's Office of Veterans Affairs for information and assistance in applying for enrollment in the Program. The 106th Rescue Wing will make available any admissions or informational materials provided by the

College for such use to interested students. The 106th Rescue Wing will facilitate on-premises information sessions for interested students by providing sufficient space for representative(s) of the College's Office of Veterans Affairs, at mutually agreed upon dates and times.

E. Tuition and Fees

1. Suffolk County Community College tuition and fees shall be billed to the student in accordance with the published rates in effect for the academic year.[4] Tuition is billed per credit for students enrolled in fewer than twelve (12) credits per semester. The per-semester tuition rate is billed for students enrolled in twelve (12) credits or more per semester. Student eligibility for the College's resident tuition rate will be assessed in accordance with New York State law and College policy.

2. Suffolk County Community College student fees applicable to the courses taken shall be billed to the student directly.

3. Any requests for waivers of individual student fee(s) should be directed to the College's Office of Legal Affairs.

4. Students will be responsible for obtaining any textbooks or learning materials, including, but not limited to, calculators that are required for the courses at their own expense.

F. Joint Commitments

The parties herein further agree to:

1. Explore opportunities for providing a forum for the exchange of ideas and information on teaching and learning.
2. Work cooperatively to assure students a smooth transition to the Program.
3. Develop methods to publicize the Program in appropriate publications or forums.
4. Work collaboratively to assess and, if necessary, refine procedures for the Program to ensure their effectiveness.
5. Comply with applicable federal, state and local, laws or regulations, in that no person shall, on the grounds of race, color, creed, religion, sexual orientation, national origin, age, sex, marital status, blindness, source of payment or sponsorship, or disability, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program, service, employment relationship, or activity offered by either party. Both parties shall have procedures for receiving, investigating, and responding to complaints of discrimination.

[4] Current tuition rates and fees are available at: http://www.sunysuffolk.edu/apply-enroll/tuition-and-fees/index.jsp.

G. Term and Termination of Agreement

1. The term of this Agreement shall be for eighteen (18) months, from January 1, 2018 to June 30, 2019.

2. The Agreement may be renewed for additional one-year terms upon the mutual written consent of both parties.

3. Either party may cancel the Agreement upon ninety (90) days' prior written notice tendered to the other party before the end of a semester. Such cancellation shall be effective as of the last day of the semester.

4. Any written notice required under this section shall be effective upon receipt by the parties at the following addresses:

For the College:
Suffolk County Community College
Office of Legal Affairs
533 College Road – NFL 230
Selden, New York 11784
Attn: Louis J. Petrizzo, Esq., College General Counsel

For the 106th Rescue Wing:
150 Old Riverhead Road
Westhampton Beach, New York 11978
Attn: Capt. Christopher D. Birrer

H. Additional Terms

1. The College agrees to defend, indemnify, and hold harmless the 106th Rescue Wing, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorney's fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the College, its officers, directors, agents, or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

2. Neither party may assign this Agreement without the prior written consent of the other party. This Agreement shall not be modified, except in a writing signed by the parties hereto.

3. This Agreement shall be binding only upon the parties hereto and is not intended, nor shall be construed, to give rise to any rights, duties, or liabilities on the part of any other party. Specifically, the parties do not intend that any other person or entity shall be a beneficiary of this Agreement.

4. This Agreement, and the rights and obligations of the parties hereunder, shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

ACCEPTED AND APPROVED:

4 Nov 17

Name: MICHAEL W. BANK, Colonel, NYANG Date
Title: Wing Commander, 106 RQW
106th Rescue Wing

11/6/17

Dr. Shaun L. McKay Date
President
Suffolk County Community College