

AGREEMENT, made this \_\_\_ day of May, 2020, by and between the NASSAU COMMUNITY COLLEGE FEDERATION OF TEACHERS (hereinafter referred to as the “NCCFT”) and the NASSAU COMMUNITY COLLEGE (hereinafter referred to as the “COLLEGE”).

**I. GENERAL**

For good and valuable consideration, the parties have agreed to institute the following Early Retirement Incentive Program (hereinafter referred to as “ERIP”) to become effective on the date of ratification of this Agreement by both the NCCFT and the College. Any unit member who meets the conditions set forth in this Agreement shall be eligible to apply for and receive the ERIP award described below.

**II. CONTINGENCIES**

This Memorandum of Agreement (“this Agreement”) is subject to approval by the Board of Trustees of the College at its next regularly scheduled Board meeting following execution of this Agreement.

**III. EARLY RETIREMENT INCENTIVE PROGRAM**

The following ERIP shall become effective on the date of execution of this Agreement by both the NCCFT and the College, subject to the approval of the Board of Trustees for the period of May 12, 2020 to and including August 31, 2020 with an election of benefit date terminating in all respects on June 1, 2020.

- a. Any unit member who is age 55 or older as of the retirement date described below and who will have completed ten (10) or more years of continuous full-time service as a member of the full-time faculty of Nassau Community College as of August 31, 2020, and who submits his/her irrevocable resignation for purposes of retirement under the Teachers Retirement System of New York State, or the Employee Retirement System of New York State, or SUNY Optional Retirement Program, together with his/her irrevocable election of this early retirement incentive on or before June 1, 2020 for a retirement date of on or before August 31, 2020, will receive:
  - i. Forty percent (40%) of his/her final year's salary at the time of retirement, paid in equal installments as stated in Section III(a)(ii) below, if the employee is age and service eligible for retirement on or before August 31, 2020 and if his/her irrevocable resignation and election of this early retirement incentive is received by the close of business to wit 5 p.m. on June 1, 2020 providing for a retirement date of on or before August 31, 2020.
  - ii. The total balance of: (a) termination payout of accumulated vacation and sick pay (payable pursuant to Section 44 of the NCCFT contract); plus (b) any lag payroll payments (payable pursuant to Section 23 of the NCCFT contract); and (c) the 40% retirement incentive will be paid annually in equal installments on November 15<sup>th</sup> next following the submission of his/her irrevocable resignation

and election of this early retirement incentive specifying a date of resignation for purposes of retirement effective on or prior to August 31, 2020, together with all necessary and properly executed and notarized termination related payroll forms. There shall be a total of five (5) equal annual installment payments following the unit member's retirement date. First of such installments will be processed on the later of: (a) the November 15<sup>th</sup> next following the submission of his/her irrevocable resignation effective on a date on or prior to August 31, 2020 and election of this early retirement incentive on or prior to June 1, 2020, or (b) thirty (30) days next following receipt of all necessary and properly executed and notarized termination related payroll forms in the event that the same is submitted after August 31, 2020 but following a timely receipt of his/her irrevocable resignation and election of this early retirement incentive on or before June 1, 2020. All subsequent early retirement incentive payments shall be paid on or about November 15<sup>th</sup>.

- iii. The first termination installment is subject to proper submission by the retiree of all necessary and properly executed and notarized termination related payroll forms.
- b. This ERIP is only applicable to the first one hundred thirty-eight (138) unit members to submit his/her irrevocable election of this early retirement incentive beginning on May 12, 2020. Following the receipt of all applications for this ERIP award, the College in its sole discretion will undertake review of any staffing necessity requiring the creation of temporary faculty lines. The College will consider to the greatest extent possible the creation of one temporary line for each ten (10) resignations received as a result of the proffer of this ERIP. (Should the College have created a temporary line or a permanent line for Africana Studies during the period of March 12, 2020 to the date of receipt of all applications for this ERIP award, the said temporary or permanent line for Africana Studies shall be deemed the first temporary line created pursuant to this section.) The NCCFT will be consulted by the College prior to the College reaching a final determination regarding the creation or non-creation of temporary lines.
- c. For the purposes of this ERIP only, this early retirement incentive's "final year's salary" will be defined as the base annual salary for the faculty member, excluding overtime, termination pay, and any other compensation additional to the base annual salary.
- d. In addition to the foregoing, participants in this ERIP shall be granted an individual agreement providing that during retirement they shall not be required in the future to contribute to the premium cost of health care under the then provided health care plan applicable to the retiree.
- e. This ERIP shall expire and be of no further force and effect on August 31, 2020, except for enforcement of the payments to be made hereunder. The NCCFT herewith expressly waives the applicability of Section 209-a(1)(e) of the Taylor Law to the entirety of the provisions of this early retirement incentive plan. The benefits described herein are not available to faculty members who elect an early retirement incentive under the terms of any other retirement system or SUNY Optional Retirement Program.

- f. Each eligible unit member who wishes to apply for the ERIP shall do so by completing the attached letter of resignation and following the instructions in the application packet previously sent by the Office of Human Resources.
- g. The foregoing irrevocable letter of resignation required for receipt of the retirement incentive, may be completed and submitted electronically via email by sending such documents to the following email address: [hr@ncc.edu](mailto:hr@ncc.edu). This electronic record will have the same force and effect as those records not produced by electronic means. Likewise, facsimile or electronic signatures will have the same force and effect as originals thereof. For those who choose not to submit his/her letter of resignation via email, please contact the Office of Human Resources at the following email address: [hr@ncc.edu](mailto:hr@ncc.edu).
- h. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. Facsimile or electronic signatures shall have the same force and effect as originals thereof.

NASSAU COMMUNITY COLLEGE  
FEDERATION OF TEACHERS

NASSAU COMMUNITY COLLEGE

By: \_\_\_\_\_  
Frank Frisenda  
President, NCCFT

By: \_\_\_\_\_  
Dr. Jermaine F. Williams  
President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_, 2020

Nassau Community College  
Office of Human Resources  
One Education Drive  
Garden City, NY 11530  
Attention: ERIP 2020  
***Letter of Resignation***

Dear Ms. Dunbar:

I hereby submit my resignation from the position of \_\_\_\_\_ within the \_\_\_\_\_ Department at Nassau Community College for the purposes of retirement under the [please check one]  New York State Teachers' Retirement System ("TRS"),  New York State Employees' Retirement System ("ERS"),  SUNY Optional Retirement Program ("ORP"). My resignation shall be effective on \_\_\_\_\_, 2020, and therefore \_\_\_\_\_, 2020 will be my last day of work. I understand, acknowledge, and agree that this letter of resignation is irrevocable.

Please accept this letter of resignation as my irrevocable election of applying for the Early Retirement Incentive Program ("ERIP") as per the agreement dated May \_\_\_\_, 2020 between Nassau Community College and the Nassau Community College Federation of Teachers ("NCCFT").

I agree, and it is my intent, to sign this document by affixing my signature either electronically (via facsimile, typed text, etc.) or by hand and by electronically submitting this document to Nassau Community College's Office of Human Resources at [hr@ncc.edu](mailto:hr@ncc.edu). I understand that my signing and submitting this document in this fashion is the legal equivalent of having placed my handwritten signature on the submitted document and this affirmation. I understand and agree that by electronically signing and submitting this document in this fashion I am affirming to the truth of the information contained therein.

---

NCCFT Unit Member Signature

cc: Department Chair  
Area Dean  
NCCFT Union Office  
College President's Office