NASSAU COMMUNITY COLLEGE  
Garden City, New York  

BOARD OF TRUSTEES’ MINUTES  

Meeting of June 19, 2012

The five hundred forty-ninth meeting of the Board of Trustees was held on Tuesday, June 19, 2012 on the eleventh floor of the Administrative Tower.

The meeting was called to order by Chair Prime at 6:40 p.m.

Present: Geoffrey N. Prime - Chair;  
John R. Durso - Vice Chair;  
John P. Donnelly - Secretary;  
Mary A. Adams, Anthony W. Cornachio,  
Faruque Amin, Student Trustee.

Also in attendance: President Donald P. Astrab, Kenneth Saunders, Chuck Cutolo.

Absent: Jorge L. Gardyn, Richard M. Gutierrez

Chair Prime requested a motion that pursuant to Section 105 of the Open Meetings Law of the State of New York, the Board of Trustees shall enter Executive Session for the following purposes: 1) discuss with the administration and counsel the status of collective negotiations with the Nassau Community College Federation of Teachers, which negotiations have involved discussion of proposals by the parties to lower personnel costs that arise from the NCCFT labor agreement currently in effect; 2) the issue of reassigned time within the context of the grievance that has been filed by the NCCFT on this issue and 3) to discuss the status of an investigation concerning alleged violations of Title VII of the Civil Rights Act and Article 15 of the New York State Executive Law and to discuss matters leading to the removal of a particular person. Trustee Donnelly moved the motion; seconded by Trustee Durso. Motion carried 6-0.

Chair Prime resumed the open meeting at 9:08 p.m. followed by a salute to the flag.

Present: Geoffrey N. Prime - Chair;  
John R. Durso - Vice Chair;  
John P. Donnelly - Secretary;  
Mary A. Adams, Anthony W. Cornachio, Jorge L. Gardyn,  
Richard M. Gutierrez, Faruque Amin, Student Trustee.

Also in attendance: President Donald P. Astrab, Kenneth K. Saunders, Donna Haugen, Chuck Cutolo.

Chair Prime requested a motion totable the minutes of the meeting of April 30, 2012 that were considered by the Board of Trustees during the meeting of May31, 2012.

Trustee Durso moved the motion and seconded by Trustee Donnelly. Motion carried 8-0.

The minutes of the meeting of April 30, 2012 were presented for approval. Motion made by Trustee Durso and seconded by Trustee Donnelly. Motion carried 7-0-1.
The minutes of the meeting of May 31, 2012 were presented for approval. Motion made by Trustee Durso and seconded by Trustee Gutierrez. Motion carried 8-0.

Trustee Durso requested a motion to ubtable item “b” relating to an expenditure that was considered by the Board of Trustees during the meeting of May 31, 2012. Seconded by Trustee Donnelly.

1. Trustee Durso introduced item “b”:

   b) General Counsel (Fiscal Year 2013) Services provided by Fisher Development Strategies to provide advocacy efforts on the State and local levels on behalf of NCC.

   $45,000.00

Trustee Amin moved the motion and seconded by Trustee Gardyn. Motion carried 7-1.

Trustee Druso introduced the following expenditures:

**RESOLVED, THAT THE FOLLOWING EXPENDITURES BE APPROVED AND AUTHORIZED:**

<table>
<thead>
<tr>
<th>Department</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) CIO Lawless/ITS</td>
<td>Black Box Network Services to complete the implementation of the new VOIP phone system to be used throughout the “west” campus—Phase III of III for this project. <em>(Grant funded)</em></td>
<td>$150,697.02</td>
</tr>
<tr>
<td>b) VP Facilities Management</td>
<td>Removal of lead-based paint and repainting of four campus houses. This is a <em>cumulative</em> fiscal year expenditure. A total of $79,642.16 has been expended for this commodity this fiscal year not including this proposed expenditure.</td>
<td>$151,642.16</td>
</tr>
<tr>
<td>c) VP Facilities Management</td>
<td>Technical Temperature Services, Inc. services to provide yearly maintenance and repair system services on an as-needed basis. Failure to maintain services can result in costly problems for the College. This is a <em>cumulative</em> fiscal year expenditure. A total of $60,000.00 has been expended for this commodity or service this fiscal year not including this proposed expenditure.</td>
<td>$110,000.00</td>
</tr>
</tbody>
</table>

Seconded by Trustee Cornachio. Motion carried 8-0.

Trustee Durso made a motion under Article IV section 3(f) of the Rules of Procedure to allow for the consideration of an item that does not appear on the Calendar.

Trustee Gutierrez seconded the motion. Motion carried 8-0.
Trustee Durso introduced item “d”:

  d) VP Facilities Management /Physical Plant  Replacement of the flooring in the Physical Education Building Weight Room and Dance Studio. This work will need to be accomplished as soon as possible to ensure that classes scheduled for the fall will be held on schedule. Capital Project #70074.  $250,000.00

Seconded by Trustee Cornachio. Motion carried 8-0.

  Trustee Donnelly made a motion under Article IV section 3(f) of the Rules of Procedure to allow for the consideration of an item that does not appear on the Calendar.

  Trustee Gutierrez seconded the motion. Motion carried 8-0.

2. Trustee Donnelly introduced the following resolution:

   **BE IT RESOLVED** THAT THE BOARD OF TRUSTEES HEREBY AUTHORIZES THE PRESIDENT OF THE COLLEGE AND THE CHAIR OF THE BOARD OF TRUSTEES TO EXECUTE THE ATTACHED AGREEMENT AND GENERAL RELEASE TO CAUSE THE IMPLEMENTATION OF THE TERMS SET FORTH THEREIN, AND BE IT FURTHER

   **RESOLVED** THAT THE BOARD OF TRUSTEES ACCEPTS THE IRREVOCABLE LETTER OF RESIGNATION OF THE EMPLOYEE WHO IS THE SUBJECT OF SAID AGREEMENT, SUBJECT TO RECEIPT BY COUNSEL TO THE COLLEGE OF A LETTER OF RESIGNATION.

  Trustee Donnelly asked for a vote; motion carried 8-0.

  Trustee Gutierrez made a motion under Article IV section 3(f) of the Rules of Procedure to allow for the consideration of an item that does not appear on the Calendar.

  Trustee Donnelly seconded the motion. Motion carried 8-0.

3. Chair Prime introduced the following resolution:

   **a. BE IT RESOLVED** THAT THE BOARD OF TRUSTEES OF NASSAU COMMUNITY COLLEGE DOES HEREBY DIRECT THE COLLEGE ADMINISTRATION TO RESTORE THE REASSIGNED TIME FOR THE ACADEMIC SENATE EXECUTIVE COMMITTEE TO 48 HOURS FOR THE 2012-2013 ACADEMIC YEAR WITH A RECOMMENDATION THAT AN APPROPRIATE AMOUNT OF REASSIGNED TIME BE DESIGNATED TO THE CHAIR OF THE COLLEGE-WIDE CURRICULUM COMMITTEE.

Seconded by Trustee Durso. Motion carried 7-1.

  Chair Prime motioned to reopen the resolution regarding reassigned time for clarification. Trustee Donnelly moved the motion and seconded by Trustee Gutierrez. Motion carried 8-0.
b. **BE IT RESOLVED** THAT THE BOARD OF TRUSTEES OF NASSAU COMMUNITY COLLEGE DOES HEREBY DIRECT THE COLLEGE ADMINISTRATION TO RESTORE THE REASSIGNED TIME FOR THE ACADEMIC SENATE EXECUTIVE COMMITTEE TO 48 HOURS FOR THE 2012-2013 ACADEMIC YEAR WITH A RECOMMENDATION THAT AN APPROPRIATE AMOUNT OF REASSIGNED TIME BE DESIGNATED TO THE CHAIR OF THE COLLEGE-WIDE CURRICULUM COMMITTEE AS DETERMINED BY THE ACADEMIC SENATE.

Seconded by Trustee Durso. Motion carried 7-1.

Dr. Astrab reported on the following items:

Thanked the Board for their time spent on the issue of reassigned time and looks forward to moving forward. Wished Trustee Mary Adams a Happy Birthday. A Job Fair hosted by Legislator Kevan Abrahams is scheduled for Thursday, June 21, 2012 in the CCB. The annual Nassau Community College Foundation Golf tournament is scheduled for July 30, 2012.

Speakers

Kimberley Reiser, Academic Senate Chair, thanked the Board for their endorsement of the partial restoration of reassigned time but six hours isn’t enough. She commented that this is an attack by the administration.

Paula Wheeler-Carlo, History Department, spoke of her concerns regarding Dr. Astrab’s remarks on class size written in an article titled “Faculty Protest at Graduation” by Lupita Gateas, Editor in Chief of the Vignette.

Ester Bogin, Communications Department and Vice Chair of Academic Senate, commented that she appreciates the partial restoration of reassigned time. She spoke of Shared Governance and the results of the work and efforts of the faculty that goes into the twenty-six committees of the Academic Senate.

Neela Saxena, English Department, spoke of her support of the Academic Senate and Shared Governance.

Ed Boyden, History Department and Academic Senate Secretary, spoke of the requirements of Shared Governance by SUNY and Middle States.

Steve Richman, Psychology Department, thanked the Board for the partial restoration of reassigned time.

Frank Frisenda, NCCFT VP, spoke of his concerns regarding the Boards decision in not restoring the full restoration of reassigned time.

Stephanie Sapiie, History Department, spoke of her concerns regarding NCC’s budget that was presented to the Legislature on Monday, June 18, 2012.

Cathy Fagen, English Department, spoke of her concerns regarding the accuracy of WritePlacer.

Shael Cohen, Psychology Department, thanked the Board for the partial restoration of reassigned time. He spoke of his concerns regarding transparency and trust.
Chair Prime announced the next Capital and Finance BOT Committee meeting is scheduled for Tuesday, September 11, 2012, at 7:30 a.m. and the Board meeting is scheduled for Thursday, September 13, 2012. The Board will open the public session at 6:30 p.m. and resume the public session at approximately 8:00 p.m.

Motion to adjourn was made by Trustee Donnelly and seconded by Trustee Gutierrez. Motion carried unanimously 8-0.

Meeting adjourned at 9:55 p.m.

Respectfully submitted,

John P. Donnelly
Secretary
AGREEMENT AND GENERAL RELEASE

This Agreement and General Release is entered into by and between JERMAINE MILES (hereinafter referred to as “MILES” or “RELEASOR”) and NASSAU COMMUNITY COLLEGE (hereinafter referred to as “NCC” or “RELEASEE”), the BOARD OF TRUSTEES OF NASSAU COMMUNITY COLLEGE, (hereinafter referred to as “BOARD” or “RELEASEE”) and the PRESIDENT OF NASSAU COMMUNITY COLLEGE DR. DONALD P. ASTRAB (hereinafter referred to as “PRESIDENT” or “RELEASEE”). For purposes of this Agreement and General Release, the word “RELEASEES” shall include the BOARD OF TRUSTEES OF NASSAU COMMUNITY COLLEGE and its members, individually and in their official capacities, DR. DONALD P. ASTRAB, PRESIDENT OF NASSAU COMMUNITY COLLEGE, individually and in his official capacity, and the NASSAU COMMUNITY COLLEGE, as well as its officers, employees, agents and independent contractors.

WHEREAS, MILES has made certain allegations and/or legal claims against NCC, the BOARD and the PRESIDENT, all of which have been denied by NCC, the BOARD and PRESIDENT;

WHEREAS, NCC, the BOARD and/or PRESIDENT have made certain allegations and/or legal claims against MILES, all of which have been denied by MILES;

WHEREAS, the parties are desirous of resolving their differences and have reached an agreement in principle to fully resolve this dispute in lieu of litigation.

WHEREAS, MILES has read all the terms and conditions of this Agreement and General Release and now freely consents to enter into this Agreement and General Release, such consent not having been induced by fraud, duress, or any other undue influence;

WHEREAS, no person not a party to this proceeding has an interest in its outcome, and no party to this proceeding is an infant or incompetent person for whom a committee has been appointed;

WHEREAS, MILES specifically acknowledges that he has had the opportunity to consult with legal counsel of his choice, has been given a reasonable period within which to consider this Agreement and General Release, and understands that in executing this Agreement and General Release he is, inter alia, giving up any and all rights and claims against the RELEASEES which he has, had, or may have had in law or in equity under all Federal, State, county or local statutes, laws, rules and regulations pertaining to his employment, as well as any and all claims under tort law, or which were or could have been alleged by him up until the date of execution of this Agreement and General Release;

WHEREAS, the effective date of this Agreement and General Release shall be the date on which it is executed by the last of the parties to do so, both MILES and RELEASEES acknowledge that the terms of this Agreement and General Release must be formally approved and ratified by the Board of Trustees of the NASSAU COMMUNITY COLLEGE via resolution,
and should the Board of Trustees fail to approve the same, the terms herein shall be null and void and unenforceable; now

THEREFORE, in consideration of the said mutual undertakings and promises contained in this Agreement and General Release and other good and valuable consideration, the parties agree and covenant as follows:

1. MILES herewith tenders his irrevocable letter of resignation from the position of Student Safety Liaison at NCC, and all other employment of him by NCC, effective immediately upon tender, a copy of which is attached hereto and incorporated herein as Appendix “A”. By doing so, MILES acknowledges that he relinquishes all rights, title and interest in the position of Student Safety Liaison at NCC, and all other employment of him by NCC. MILES, NCC, the BOARD and PRESIDENT will mutually agree on the time and manner in which MILES’ resignation will be announced to any and all third parties, including, but not limited to, staff and students.

2. Within thirty (30) business days of the BOARD’s approval of this Agreement and General Release, NCC will pay to MILES the sum of THREE THOUSAND FIVE HUNDRED DOLLARS ($3,500.00) (the “Settlement Amount”) and transmit the same sum to counsel for MILES, specifically, Frederick K. Brewington, with law offices located at 556 Peninsula Boulevard, Hempstead, New York, 11550, and provide MILES with a letter of recommendation for future employment.

3. MILES hereby withdraws all grievances and/or complaints he has initiated against the RELEASEES, or any other administrative personnel of NCC, prior to the date of the signing of this Agreement and General Release, with prejudice.

4. MILES agrees that he will not apply for any vacancy and/or accept any position of employment at NCC that exists as of the date of execution of this Agreement and General Release, or that may exist at any time thereafter.

5. MILES and the RELEASEES do not admit, and specifically deny any liability, wrongdoing or violation of any law, statute, regulation, agreement or policy, and are entering into this Agreement and General Release solely for the purposes of amicably resolving any and all matters in controversy, disputes, causes of action, claims, contentions and differences of any kind whatsoever between them and avoiding the attorneys’ fees and other expenses that will result from litigation. MILES and the RELEASEES acknowledge that no findings of any kind have been made or issued by any mediator, arbitrator, administrative agency or court of law, and that neither is the prevailing party in any action which has been filed, or which could have been filed, by one party against the other.

6. MILES and the RELEASEES hereby covenant and agree not to file any further action, complaint, proceeding, charge, grievance or arbitration nor commence any other proceeding, administrative or judicial, against each other in any court of law, admiralty or equity or before any administrative agency or arbitrator, seeking damages or other remedies on their own behalf, with respect to their relationship with each other, their employment relationship with
each other, the termination of their employment relationship, or respecting any matters which were or could have been claimed, or otherwise arising on or prior to the date of execution of this Agreement and General Release, except as may be necessary to enforce this Agreement and General Release.

7. MILES expressly understands and agrees that the payment received by him pursuant to this Agreement and General Release shall be in lieu of any and all other amounts to which MILES might be entitled from the RELEASEES. Without limiting the generality of the foregoing, MILES hereby expressly waives any right or claim that he may have or may assert to employment or reinstatement to employment, or to payment for salary, back pay, front pay, interest, bonuses, damages, accrued vacation days, accrued sick leave, accrued personal days, medical, dental, optical or hospitalization benefits, accidental death and dismemberment benefits, disability benefits, pension plan contributions, thrift savings plan contributions or benefits, education benefits, life insurance benefits, overtime, compensatory time, outplacement, severance pay, attorneys' fees, disbursements and/or costs of suit.

8. MILES, for and in consideration of the payments made to him by the RELEASEES as set forth herein and other good and valuable consideration, hereby releases and forever discharges, and by this instrument does release and forever discharge, RELEASEES of and from all actions, causes of action, suits, charges, complaints, proceedings, grievances, obligations, costs, losses, damages, injuries, attorneys' fees, debts, dues, sums of money, accounts, covenants, contracts, controversies, agreements and promises of any form whatsoever (collectively referred to as "claims") including, but not limited to, any claims in law, equity, contract, tort or those claims which were or could have been alleged up until the date of execution of this Agreement and General Release, or any claims arising under any and all Federal, State, county or local statutes, laws, rules and regulations pertaining to employment, as well as any and all claims under State or Federal contract or tort law against RELEASEES, whether known or unknown, unforeseen, unanticipated, unsuspected, or latent which he, his heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of execution of this Agreement and General Release, except a claim that RELEASEES have failed to comply with any obligations created by this Agreement and General Release.

seq., Title IX, 20 U.S.C. §1681 et seq., the New York Civil Rights Law, N.Y. Civil Rights Law §79-e et seq., the New York Equal Pay Law, N.Y. Labor Law §§194-198, the New York Workers’ Compensation Law, N.Y. Workers’ Compensation Law §1 et seq., under any and all other Federal, State and local equal employment, fair employment and civil or human rights law (whether statutory, regulatory or decisional), under the statutory, regulatory or common law of any jurisdiction, including, but not limited to, any and all tort claims (e.g., assault, battery, false imprisonment, defamation, intentional infliction of emotional distress, negligent infliction of emotional distress, wrongful termination, negligent hiring, supervision and/or retention, conversion, interference with contract, abusive discharge) and under any and all Federal, State and local laws relating to employment and/or gender discrimination, racial discrimination, sexual and/or other harassment, retaliation, benefits and/or labor or employment standards.

10. The RELEASEES for good and valuable consideration, hereby release and forever discharge, and by this instrument do release and forever discharge, MILES of and from all actions, causes of action, suits, charges, complaints, proceedings, grievances, obligations, costs, losses, damages, injuries, attorneys’ fees, debts, dues, sums of money, accounts, covenants, contracts, controversies, agreements and promises of any form whatsoever occurring in the scope of his employment (collectively referred to as “claims”) including, but not limited to, any claims in law, equity, contract, tort or those claims which were or could have been alleged up until the date of execution of this Agreement and General Release, or any claims arising under any and all Federal, State, county or local statutes, laws, rules and regulations pertaining to employment, as well as any and all claims under State or Federal contract or tort law against MILES, whether known or unknown, unforeseen, unanticipated, unsuspected, or latent which the RELEASEES, its administrators, successors and assigns ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of execution of this Agreement and General Release, except a claim that MILES has failed to comply with any obligations created by this Agreement and General Release.

11. MILES’ letter of resignation shall not be subject to reconsideration or recall by MILES, and shall be held in escrow by the BOARD’s attorneys, pending final approval by the BOARD of this Agreement and General Release, in the event that the BOARD declines to approve the same, MILES’ resignation and this Agreement and General Release shall be of no force and effect.

12. MILES acknowledges that no representation, statement, promise, inducement, threat or suggestion has been made by RELEASEES and/or the attorneys for RELEASEES, to influence him to sign this Agreement and General Release, except such statements as are expressly set forth herein.

13. MILES acknowledges and agrees that he has been given a sufficient time period within which to consider this Agreement and General Release, that he has read this Agreement and General Release, that he has had the opportunity to fully discuss the terms of this Agreement and General Release with legal counsel of his own choosing and that he has fully reviewed with legal counsel the claims and rights which are being released and his obligations under this Agreement and General Release. MILES further acknowledges and agrees that, in deciding to
execute this Agreement and General Release, he has had the opportunity to ask any questions that he may have of anyone, including legal counsel and other personal advisors of his own choosing, that he has consulted with legal counsel and personal advisors of his own choosing, and that he has executed this Agreement and General Release freely, voluntarily, and of his own will, and with full and complete understanding of its terms and effects.

14. MILES specifically acknowledges that he understands that this Agreement and General Release is a legally binding document and that by signing this Agreement and General Release he is prevented from filing, commencing or maintaining any action, complaint, charge, grievance, arbitration or other proceeding against RELEASEES, except as expressly permitted by the terms of this Agreement and General Release.

15. MILES and the RELEASEES acknowledge that this Agreement and General Release represents the full, final, and complete resolution of this matter, so that this Agreement and General Release supersedes all prior Agreements, written or oral, if any, between the parties. MILES and the RELEASEES further agree that this Agreement and General Release may not be changed except by an instrument in writing signed by the parties.

16. MILES and the RELEASEES agree that, except as required by law or except pursuant to the direction of the New York State Commissioner of Education or pursuant to an order of a court of competent jurisdiction, the existence and terms of this Agreement and General Release, the consideration paid hereunder, the identity of the parties released under this Agreement and General Release and the documents and correspondence between the parties and the discussions and negotiations concerning the settlement are deemed confidential and shall not be disclosed by any party to any individual or entity not a party to this Agreement and General Release. Without limiting the generality of the foregoing, each party to this Agreement and General Release shall not initiate, nor respond to, nor in any way participate in, nor contribute to any discussion, public, private or otherwise, nor take part in any other form of publicity concerning, nor in any way relating to, the execution and terms of this document and the disputes between the parties that led to any of the differences and/or disputes between them.

17. If any provision of this Agreement and General Release is determined to be contrary to law by a court of competent jurisdiction, it is understood and agreed that such provision shall be deemed deleted and the balance of this Agreement and General Release without such deleted provision, if otherwise lawful, shall remain in full force and effect. If any such deleted provision involves compensation or a monetary benefit, the undersigned parties agree to negotiate as part of this Agreement and General Release in place of such deleted provision a substitute of comparable value thereto, and in the event of an inability to agree exceeding forty-five (45) days from the date of the declaration of illegality either party hereto may submit the issue for final disposition to arbitration by the American Arbitration Association pursuant to its Rules for Voluntary Labor Arbitration. The arbitrator appointed to hear the matter shall be empowered to make an award of comparable value or compensation as reasonably implements the intent of the parties under the deleted provision.

18. This Agreement and General Release shall be governed by and construed and interpreted in accordance with the laws of the State of New York.
19. The parties agree to cooperate fully and execute this Agreement and General Release and all supplementary documents and take any and all additional action which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and General Release.

IN WITNESS WHEREOF, the parties hereby execute this instrument:

Dated: 6/17/12

JERMAINE MILES

STATE OF NEW YORK
COUNTY OF NASSAU

ss.

On the 17th day of June in the year 2012 before me, the undersigned, personally appeared JERMAINE MILES, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacities, and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

FREDERICK K. BREWINSTON
Notary Public, State of New York
No. 026R4877893
Qualified in Nassau County
Commission Expires Nov. 2, 2016

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Dated: ________________

By:

GEOFFREY N. PRIME
BOARD OF TRUSTEES, CHAIR

STATE OF NEW YORK
) ss:
) ss:
COUNTY OF NASSAU

On the 19th day of June in the year 2012 before me, the undersigned, personally appeared GEOFFREY N. PRIME, Chair of Nassau Community College Board of Trustees, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ANNE E. BRANDI
Notary Public, State of New York
No. 01BR6104733
Qualified in Nassau County
January 26, 2016

NASSAU COMMUNITY COLLEGE and
PRESIDENT

Dated: ________________

By:

DR. DONALD P. ASTRAB
PRESIDENT

STATE OF NEW YORK
) ss:
) ss:
COUNTY OF NASSAU

On the 19th day of June in the year 2012 before me, the undersigned, personally appeared DR. DONALD P. ASTRAB, President of Nassau Community College, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ANNE E. BRANDI
Notary Public, State of New York
No. 01BR6104733
Qualified in Nassau County
January 26, 2016
June 19, 2012

Nassau Community College
One Education Drive
Garden City, New York 11530

Re: Resignation

Dear Board of Trustees:

I hereby submit my resignation from the position of Student Safety Liaison, and any and all other positions with the Nassau Community College effective June 19, 2012.

Very truly yours,

[Signature]

Jermaine Miles