

BOARD OF TRUSTEES

May 12, 2022

- ITEM 1 RESOLUTION NO. 2022.26 - Confirming the Approval of Monthly Sponsor Services for Suffolk County Community College**

- ITEM 2 RESOLUTION NO. 2022.27 - Approving Monthly Sponsor Services for Suffolk County Community College**

- ITEM 3 RESOLUTION NO. 2022.28 - Approving a Major Change Order and Amendment to the Contract for the Construction of the Renewable Energy and STEM Center on the Grant Campus**

- ITEM 4 RESOLUTION NO. 2022.29 - Authorizing an Amendment to the Student Records Policy**

- ITEM 5 RESOLUTION NO. 2022.30 - Amending the Facilities Use Policy**

ITEM 1

RESOLUTION NO. 2022.26 - Confirming the Approval of Monthly Sponsor Services for Suffolk County Community College

WHEREAS, the State University of New York Regulation No. 602.7 requires the Suffolk County Community College Board of Trustees to review and approve all Sponsor-provided services and their estimated value in advance of the service being rendered, and

WHEREAS, the regulation also requires the approval of the payment of each Sponsor Service satisfactorily performed, and

WHEREAS, health insurance is considered a Sponsor Service, and

WHEREAS, pursuant to Article V (F) of the College Bylaws, on April 27, 2022, the Executive Committee of the Board of Trustees approved the health insurance payments to the County of Suffolk in the amount of \$2,953,677.63 for the month of January 2022, and \$3,175,258.91 for the month of February 2022 (see, Attachment I), be it therefore

RESOLVED, that the conditional approval by the Executive Committee of the Board of Trustees of said health insurance payments to the County of Suffolk as reflected on *Attachment I*, effective April 27, 2022, is hereby confirmed in all respects.

Suffolk County Employee Medical Health Plan

County of Suffolk
William J. Lindsay Complex
725 Veterans Memorial Highway, Bldg. 158
Hauppauge, NY 11788

INVOICE

Board of Trustees
April 27, 2022
Attachment I

DATE: January 28, 2022

INVOICE No.: 22-001

FOR: EMHP of Suffolk County

SCCC Insurance Premium Due
SCCC Employee Contributions Due
Fund 818

Bill To:

Jamie Hahn
Suffolk County Community College - Business & Financial Affairs
FML Rm. 232, College Road
2 North Tamiami Trail, Suite 602
Selden, NY 11784

Health Insurance Coverage	Premium	# Employees	Total
EMHP Indiv.	\$869.47	570	495,597.90
EMHP Family	\$2,048.47	1150	2,355,740.50
Leave Adjustments			
EMHP Indiv.	\$869.47	1	869.47
EMHP Family	\$2,048.47	10	20,484.70
Surviving Spouse CCR			
	\$869.47	6	5,216.82
HMO's			
HIP Indiv.	\$1,442.35	1	1,442.35
HIP Family	\$3,533.76	1	3,533.76
January 2022 Premium Due:		1,739.00	2,882,885.50
EMPLOYEE HEALTH INSURANCE CONTRIBUTIONS			
2021 Payroll 25, Time Period: 11/29/21 - 12/12/21			70,792.13
Employee Insurance Contributions Due:			70,792.13
Total Due:			\$2,953,677.63

Payments are to be remitted to Suffolk County via wire transfer within thirty (30) days of this invoice.

If you have any questions concerning this invoice, please call Brooke Deere @ 631-853-4777 or e-mail brooke.deere@suffolkcountyny.gov.

THANK YOU

Suffolk County Employee Medical Health Plan

County of Suffolk
William J. Lindsay Complex
725 Veterans Memorial Highway, Bldg. 158
Hauppauge, NY 11788

INVOICE

DATE: April 22, 2022
INVOICE No.: 22-002
FOR: EMHP of Suffolk County
SCCC Insurance Premium Due
SCCC Employee Contributions Due
Fund 818

Bill To:
Jamie Hahn
Suffolk County Community College - Business & Financial Affairs
FML Rm. 232, College Road
2 North Tamiami Trail, Suite 602
Selden, NY 11784

Health Insurance Coverage	Premium	# Employees	Total
February 2022 Premiums			
EMHP Individual Premium	\$869.47	569	\$494,728.43
EMHP Family Premium	\$2,048.47	1161	\$2,378,273.67
Surviving Spouse CCR	\$869.47	5	\$4,347.35
Emblem Health (HIP) Individual Premium	\$1,442.35	1	\$1,442.35
Emblem Health (HIP) Family Premium	\$3,533.76	1	\$3,533.76
Subtotal Premiums Due:			\$2,882,325.56
EMPLOYEE HEALTH INSURANCE CONTRIBUTIONS			
2022 Payroll 1, Time Period: 12/27/21 - 1/9/22			\$74,057.34
2022 Payroll 2, Time Period: 1/10/22 - 1/23/22			\$73,400.62
2022 Payroll 3, Time Period: 1/24/22 - 2/6/22			\$72,781.17
2022 Payroll 4, Time Period: 2/7/22 - 2/20/22			\$72,694.22
Employee Insurance Contributions Due:			\$292,933.35
Total Due:			\$3,175,258.91

Payments are to be remitted to Suffolk County via wire transfer within thirty (30) days of this invoice.

If you have any questions concerning this invoice, please call Brooke Deere @ 631-853-4777 or e-mail brooke.deere@suffolkcountyny.gov.

THANK YOU

ITEM 2

RESOLUTION NO. 2022.27 - Approving Monthly Sponsor Services for Suffolk County Community College

WHEREAS, the State University of New York Regulation No. 602.7 requires the Suffolk County Community College Board of Trustees to review and approve all Sponsor provided services and their estimated value in advance of the service being rendered, and

WHEREAS, the regulation also requires the approval of the payment of each Sponsor Service satisfactorily performed, and

WHEREAS, health insurance is considered a Sponsor Service, be it therefore

RESOLVED, that the health insurance payment to the County of Suffolk in the amount of \$6,046,730.14 for the months of March and April 2022 (*Attachment II*) is hereby approved by the Board of Trustees.

Suffolk County Employee Medical Health Plan

County of Suffolk
 William J. Lindsay Complex
 725 Veterans Memorial Highway, Bldg. 158
 Hauppauge, NY 11788

INVOICE

Board of Trustees
 May 12, 2022
 Attachment II

DATE: April 18, 2022

INVOICE No.: 22-003

FOR: EMHP of Suffolk County
 SCCC Insurance Premium Due
 SCCC Employee Contributions Due
 Fund 818

Bill To:

Jamie Hahn
 Suffolk County Community College - Business & Financial Affairs
 FML Rm. 232, College Road
 2 North Tamiami Trail, Suite 602
 Selden, NY 11784

Health Insurance Coverage	Premium	# Employees	Total
March 2022 Premiums			
EMHP Individual Premium	\$869.47	602 585	\$523,420.94
EMHP Family Premium	\$2,048.47	1178 1157	\$2,413,097.66
Surviving Spouse CCR	\$869.47	5	\$4,347.35
Emblem Health (HIP) Individual Premium	\$1,442.35	1	\$1,442.35
Emblem Health (HIP) Family Premium	\$3,533.76	1	\$3,533.76
April 2022 Premiums			
EMHP Individual Premium	\$869.47	592 586	\$514,726.24
EMHP Family Premium	\$2,048.47	1142 1148	\$2,339,352.74
Surviving Spouse CCR	\$869.47	5	\$4,347.35
Emblem Health (HIP) Individual Premium	\$1,442.35	1	\$1,442.35
Emblem Health (HIP) Family Premium	\$3,533.76	1	\$3,533.76
Subtotal Premiums Due:			\$5,809,244.50
EMPLOYEE HEALTH INSURANCE CONTRIBUTIONS			
2022 Payroll 5, Time Period: 2/21/22 - 3/6/22			\$72,753.92
2022 Payroll 6, Time Period: 3/7/22 - 3/20/22			\$72,753.92
2022 Payroll 7, Time Period: 3/21/22 - 4/3/22			\$72,587.80
2022 Payroll 8, Time Period: 4/4/22 - 4/17/22			\$72,472.86
Employee Insurance Contributions Due:			\$290,568.50
Total Due:			\$6,099,813.00

** (\$19,997.81)
 *** (\$30,727.05)
 **** (\$2,358)

Payments are to be remitted to Suffolk County via wire transfer within thirty (30) days of this invoice.

\$6,046,730.14

If you have any questions concerning this invoice, please call Brooke Deere @ 631-853-4777 or e-mail brooke.deere@suffolkcountyny.gov.

THANK YOU

** 585 individual employees in March, 586 individual employees in April
 *** 1,157 family employees in March, 1,148 family employees in April
 **** February Reconciliation Adjustment (Added two individuals, removed two family)

ITEM 3

RESOLUTION NO. 2022.28 - Approving a Major Change Order and Amendment to the Contract for the Construction of the Renewable Energy and STEM Center on the Grant Campus

WHEREAS, V.R.D. Contracting, Inc. was awarded a contract ("Contract") to construct the Renewable Energy and STEM Center on the Michael J. Grant Campus, and

WHEREAS, work which was not anticipated under the terms of this contract or shown on the design drawings is required, consisting of changing the entry of geothermal piping; use of a winter concrete mix; door hardware changes; roof drain pitch correction; storm water horizontal piping insulation; and an additional vapor barrier, and

WHEREAS, at this stage of the construction, the College estimates that sufficient contingency funding remains in the project budget for the unanticipated work, and

WHEREAS, the additional work described herein increases the contract with V.R.D. by more than thirty-five thousand dollars (\$35,000.00), thus constituting a major change order as defined in the College's *Procurement Policy*, and

WHEREAS, pursuant to such policy, all major change orders require the approval of the Board of Trustees, be it therefore

RESOLVED, that a change order in the amount of \$59,491.25 to the Contract with V.R.D. Contracting, Inc. for additional work to be performed for the construction of the Renewable Energy and STEM Center on the Michael J. Grant Campus, is hereby approved, and be it further

RESOLVED, that the College President is authorized and empowered to execute any necessary documentation, as approved by the College General Counsel, reflecting the change order and the nature of the additional work so authorized.

ITEM 4

RESOLUTION NO. 2022.29 - Authorizing an Amendment to the Student Records Policy

WHEREAS, the Student Records Policy (the "Policy") was approved by the Board of Trustees on September 13, 2012, and

WHEREAS, the Policy provided that students with financial obligations to the College will not be provided with copies of their academic records, including transcripts, and

WHEREAS, on January 5, 2022, Governor Hochul directed SUNY to immediately end the practice of transcript withholding, and

WHEREAS, on January 25, 2022, the SUNY Board of Trustees, via resolution, directed all campuses operating under the program of the State University of New York to immediately cease the practice of withholding student transcripts as a debt collection tool (the "SUNY Resolution"), and

WHEREAS, the College has been complying with the Governor's directive and with the SUNY Resolution in its practices and procedures relating to student records from the effective date of these directives, and

WHEREAS, the College now wishes to ensure that its Student Records Policy is amended to remove the reference to withholding student transcripts from students with financial obligations, and to ensure that the Policy, as a whole, is in compliance with all applicable laws and regulations, be it therefore,

RESOLVED, that the Board of Trustees hereby approves and authorizes an amendment to the Student Records Policy (*Attachment III*).



STUDENT RECORDS POLICY

A. INTRODUCTION

The Family Educational Rights and Privacy Act (“FERPA”) of 1974, as amended, is a federal law designed to protect students’ education records and ensure that institutions of higher education maintain the confidentiality of these education records. Students’ primary rights under FERPA are the right to inspect and review their education records, to have some control over the disclosure of personally identifiable information from these records, and to have a mechanism for seeking to amend these records. Educational institutions must notify students annually of their FERPA rights in accordance with the institution’s adopted procedures. Suffolk County Community College (“SCCC” or “the College”) notifies students of their FERPA rights by publication in the schedule of classes, College catalog, student handbook, and on the College’s website. It is the responsibility of the Office of the College Registrar to ensure that appropriate notification occurs.

B. DEFINITIONS

1. Student – any person who attends or has attended SCCC (i.e., taking either credit or non- credit courses), and for whom SCCC maintains education records.
2. Education Record – any record maintained by SCCC (or an agent of SCCC) that is directly related to a student, except as listed below.

Education records do not include:

- Medical treatment records¹
 - sole possession records (e.g., private notes of a faculty member)
 - records created and maintained by the College Office of Public Safety for purposes of law enforcement
 - employment records, other than records related to student employment at the College (e.g., work-study)
 - alumni records
 - financial records of students’ parents
3. Personally Identifiable Information (“PII”) – this information includes, but is not limited to the student’s name, the names of student’s parents and other family members, social security number, student ID number, biographical information such as the student’s date and place of birth, and other similar information which would allow identification of the student.

¹ Records made or maintained by a psychiatrist, psychologist, physician or other recognized professional or paraprofessional acting in his professional or paraprofessional capacity, or assisting in that capacity, and which are made, maintained, or used only in connection with the provision of treatment to the student, and are not available to anyone other than persons providing such treatment, expect that such records can be personally reviewed by a physician or other appropriate professional of the student’s choice.

4. College Official – a person employed by SCCC in an administrative, supervisory, academic, research or support staff position; a person or company retained as a contractor, consultant, or agent to whom the College has outsourced certain services, functions, or special tasks, such as an attorney, auditor, or a collections firm; a person serving on the Board of Trustees; a student serving in an official capacity, such as membership on a disciplinary or grievance committee, or assisting another College official in carrying out their duties.

C. STUDENTS' RIGHTS TO INSPECT AND ACCESS THEIR EDUCATION RECORDS

1. Students may review the contents of their education records by making a written request to the Chief Campus Student Affairs Officer on their home campus. A meeting will be scheduled within a reasonable period of time, not to exceed 45 days from the day the written request is received by the College, at which time the records may be reviewed.
2. Original records may not be removed from the College. Students may receive copies of their education records through established procedures. However, copies of records that did not originate at SCCC, such as high school or transcripts from other colleges, will not be provided.
3. SCCC is not required to permit students to review the following records:
 - financial information submitted by their parents
 - confidential letters and recommendations associated with admissions, employment, or job placement or honors to which students have waived their rights of inspection and review
 - confidential letters and recommendations placed in students' files prior to January 1, 1975, provided those letters were collected under established policies of confidentiality and were used only for the purposes for which they were collected
 - education records containing information about more than one student, in which case SCCC will permit access only to that portion of the record which pertains to the inquiring student.

D. STUDENTS' RIGHTS TO CHALLENGE AND CORRECT THEIR EDUCATION RECORDS

1. If a student feels that their education records contain information that is inaccurate, misleading or in violation of the student's right of privacy, a request may be made to have these records amended. The student should make a written request to the Chief Campus Student Affairs Officer, identifying the part of the record to be amended, and the reason for the request. The Student Affairs Officer will discuss the matter with the student and attempt to arrive at a mutually-acceptable resolution.
2. If an agreement cannot be reached, the student may request a hearing to challenge the contents of the record. A hearing will be conducted by a hearing panel comprised of the College Registrar or designee, a student selected by the Director of Campus Activities (preferably from the student governing body), a faculty member selected by the Chief Campus Academic Affairs Officer, and the Vice President of Academic and Student Affairs, who will serve as the non-voting chairperson. The hearing will be conducted within a reasonable amount of time after the student's request. The student may elect to be assisted by an advisor or attorney at the student's expense.

3. If the hearing panel determines that the record in question does, in fact, contain information that is misleading, inaccurate or a violation of the student's right of privacy, the panel will notify the student of such determination, in writing, within five (5) business days after the close of the hearing. If the hearing panel determines that the record does not contain information that is misleading, inaccurate or a violation of the student's right of privacy, the panel will notify the student of such determination, in writing, within five (5) business days after the close of the hearing, and advise, further, that the student may submit a written statement, disagreeing with the decision. This statement will be attached to the challenged record and maintained by SCCC as part of the student's education record.

E. STUDENTS' RIGHTS TO PROVIDE WRITTEN CONSENT BEFORE COLLEGE DISCLOSES THEIR EDUCATION RECORDS TO THIRD PARTIES

The College will not disclose personally identifiable information contained in a student's education records to any third parties without the prior written consent of the student, except in the following circumstances, as authorized by FERPA.

The following disclosures are permitted without students' written consent:

1. To College officials who have a legitimate educational interest in a student's records. A College official has a legitimate educational interest in reviewing or assessing a student's records if the official is:
 - performing a task that is specified in his or her position description or contract;
 - performing a task directly related to a student's education
 - performing a task related to student discipline;
 - providing a service or benefit relating to the student or student's family;
 - maintaining the safety and security of the campus.
2. To appropriate parties (such as law enforcement officials and SCCC Public Safety Officers, public health officials, trained medical personnel, including school nurse, physician and psychologist, and parents) in connection with a health or safety emergency, if knowledge of the information is necessary to protect the health or safety of the student or other individuals;
3. To officials of another institution in which a student seeks or intends to enroll, or with which SCCC has a joint admissions and/or articulation agreement;
4. To certain officials of the U.S. Department of Education, Office of the Comptroller and U.S. Attorney General, and state and county educational authorities, in connection with audit or evaluation of certain state- or federally-supported education programs, or improvement in instruction;
5. To appropriate officials in connection with a student's request for or receipt of financial aid to determine the eligibility, amount or conditions of the financial aid, or to enforce the terms and conditions of the aid;
6. To organizations conducting certain studies for or on behalf of SCCC or other educational agencies, upon the prior approval of the College Registrar, in consultation with the Office of Legal Affairs;
7. to accrediting organizations to carry out their functions;

8. To comply with a federal or New York State judicial order or lawfully issued subpoena² (i.e., after providing the student with written notification and a reasonable amount of time to take appropriate legal action, if warranted, and notify the College, accordingly), unless the disclosure is in compliance with a subpoena issued for law enforcement purposes where the court has ordered the existence or the contents of the subpoena not be disclosed. The Office Legal Affairs should be contacted if a subpoena for student records which directs or requests that the student not be informed is received.
9. Disclosures of Directory Information, as designated by SCCC, in accordance with the provisions outlined under paragraph (F), herein.
10. To the alleged victim of a crime of violence or non-forcible sex offense in connection with the final results of any disciplinary proceeding conducted by SCCC against the alleged perpetrator of said offense;
11. To the general public of the final results of a disciplinary proceeding, if the College determines that the student is an alleged perpetrator of a crime of violence or non-forcible sex offense and the student has committed a violation of the College's Code of Conduct. Information which may be disclosed shall be limited to: the name of the student, the violation committed, and the sanction imposed against the student by the College. Names of any other students involved (i.e., victim or witness) may only be disclosed upon the written consent of such other students.
12. Disclosure is to the student's parent about the student's violation of any Federal, State or local law, or any policy of the College which governs the use and possession of drugs or alcohol, but only if the student is under 21 years of age.
13. To U.S. military recruiters pursuant to the Solomon Amendment;
14. to a court or legal counsel if a student or parent has initiated legal action against SCCC, or if SCCC has begun legal action against a student or parent;
15. As needed, to comply with other federal legislation passed subsequent to FERPA, which supersedes FERPA confidentiality requirements.

F. DIRECTORY INFORMATION

Certain information, known as "Directory Information," may be released by SCCC without the prior consent of the student, if considered appropriate by College officials. Directory Information is information which is generally not considered harmful or an invasion of privacy if it is released.

1. Suffolk County Community College designates the following items relating to students as Directory Information:
 - Student's name
 - Address (permanent, local and email)

²NOTE: subpoenas served on SCCC for production of student records must be forwarded immediately to the Office of Legal Affairs to ensure timely compliance.

- Telephone number (permanent and local)
 - Photograph
 - Dates and status of enrollment
 - Major field of study
 - Honors, awards or special recognition
 - Weight and height, if a member of an athletic team
 - Prior schools attended and degrees awarded
 - Participation in officially-recognized activities and sports
2. Only staff members in the Office of the Registrar, the Office of Student Affairs or the Office of Legal Affairs, who have received appropriate FERPA training, may respond to requests for student Directory Information.
 3. Requests for Directory Information must be submitted in writing, to the Office of the Registrar.
 4. **Opting Out of Directory Information:** A student may request that the College not release their Directory Information under any circumstances by completing the “Request to Prevent Disclosure of Directory Information” form. This form must be submitted to the campus Registrar’s Office, and will be in effect until the student revokes the request in writing.

G. PROCEDURES FOR DISCLOSURE OF EDUCATIONAL RECORDS

1. The Registrar’s Office on each campus will maintain a record of all requests for and/or disclosures of information from a student’s education record. The record will indicate the name of the party making the request, any additional parties, if any, to whom such information may be re-disclosed, and the party’s reason for requesting the information.
2. Any requests for non-directory information (e.g., student’s grades or GPA) require a signed release from the student, unless they fall into one of the FERPA recognized permissible disclosures, as listed in section E of this Policy.
3. Requests for letters of recommendation that will contain protected information (grades, GPA, etc.) made by students to College officials require a signed “Authorization to Release Education Information” form.
4. GPAs are not to be included in letters or other printed material, or discussed in public, without a student’s written consent.
5. Under no circumstance may any part of a student’s social security number be displayed, including on rosters, computer-generated reports and final grade-posting by faculty. It is also impermissible for the student I.D. number to be used for grade-posting.
6. While SCCC allows student workers to be placed in the Registrar and Dean of Student Services Offices, students will not be involved in any aspect of the Directory Information release process. Student workers in all College offices are required to sign a confidentiality statement upon assignment.

H. RIGHT TO FILE A COMPLAINT

A student who believes that Suffolk County Community College has not complied with the requirements of FERPA may file a complaint with the United States Department of Education's Family Policy Compliance Office:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue S.W.
Washington, D.C. 20202-4605

Board of Trustees Approval: September 13, 2012
Amended: May 12, 2022

ITEM 5

RESOLUTION NO. 2022.30 - Amending the Facilities Use Policy

WHEREAS, the College's *Facilities Use Policy* establishes guidelines for the use of College facilities and sets membership fees for the use of the health clubs and pools located at the Eastern Campus in Riverhead and the Michael J. Grant Campus in Brentwood, and

WHEREAS, by College Resolution No. 2021.51, the Board of Trustees set a new health club / pool membership fee for Suffolk County's military veterans, active-duty military, and Reserve and National Guard members which aligned with the reduced membership fee for Suffolk County's seniors, and

WHEREAS, the Board now wishes to waive the health club / pool membership fee altogether for disabled military veterans of Suffolk County, and

WHEREAS, eligibility for such a membership fee waiver for disabled military veterans shall be established by a NYS Lifetime Liberty Pass, a Suffolk County Veteran Discount Card that confirms a "service-connected" disability, or a Suffolk County Parks Disabled Veteran Green Key Card, be it therefore

RESOLVED, that the *Facilities Use Policy* is hereby amended to include a waiver of College health club / pool membership fees for disabled military veterans, as reflected on Attachment IV, and be it further

RESOLVED, that the amended *Facilities Use Policy* shall be effective as of May 12, 2022.

FACILITIES USE POLICY

I. Introduction

The primary purpose for the facilities at Suffolk County Community College is to fulfill the mission and vision of the College. The College is committed to being a vital resource to the larger community. Thus, subject to the guidelines set forth below, the College welcomes community groups and organizations to use its facilities for purposes compatible with the College's mission, as solely determined by the College.

II. General Guidelines Applicable to Use of All College Facilities and Properties

- A. Upon submission and approval of an *Application for Use of Facilities by External Organizations* form, as detailed below, a license agreement, which shall include the following provisions, among others, will be executed by both the external organization and Suffolk County Community College.

1. Insurance Requirements

All organizations must submit evidence of insurance coverage in accordance with College policy, including, but not limited to, comprehensive general liability insurance in the amount of \$2 million combined single limit for bodily injury and property damage per occurrence for the period of the proposed event.

If two or more organizations are sponsoring one event, either one may obtain the certificate, provided that the other organization is named as an additional insured on such certificate. If the event is co-sponsored by a College club, organization or department, the external organization will be required to provide a certificate of insurance. At the discretion of the College, occasional seminars and meetings of small groups may not require certificates of insurance.

All certificates of insurance must name both the College and the County of Suffolk as additional insureds. In certain circumstances, the Suffolk Community College Association, Inc. must also be included as an additional insured. All certificates of insurance must be reviewed by the College's Office of Legal Affairs before an organization's event can be approved.

2. Indemnification

Organizations shall indemnify and hold harmless the College, the Suffolk Community College Association Inc. (when appropriate) and the County of Suffolk, their consultants (if any), employees, agents and other persons from and against all claims, costs, judgments, liens, encumbrances and expenses, including attorneys' fees, arising out of the organization's use of the College facilities or out of the acts or omissions or negligence of the organization, its agents, employees or subconsultants in connection with the use of College facilities.

3. Reimbursement for Loss or Damage

Organizations requesting use of College facilities shall promptly make payment for the loss of or damage to any College facility resulting from the organization's use of the facilities. The Office of the College Director of Special Events and Programs shall inspect the facilities after the organization's event and, if applicable, will notify the organization of the payment due for any loss or damage. At the College's discretion, the College may require the organization to provide a security deposit prior to the event.

4. Facility Use Fees

a. Full payment for the use of all College facilities must be made in accordance with the Schedule of Fees adopted by the Board of Trustees and must be paid at least one week prior to the use of the facilities. Payment shall be made by check payable to Suffolk County Community College. Any event not timely paid in full may, in the College's sole and absolute discretion, be canceled.

b. Events Co-Sponsored by College Employees/Departments.

i. In accordance with the College policy, "Authorizing the Use of College Resources by Non-College Entities," when College employees or departments co-sponsor the use of facilities by an external organization, the external organization will be charged a reduced facility rental fee equivalent to fifty percent (50%) of the applicable fee(s) set forth on the Schedule of Fees.

ii. When a co-sponsored external organization utilizes College facilities for fundraising purposes, the external organization will be charged a reduced facility rental fee equivalent to seventy-five percent (75%) of the applicable fee(s) set forth on the Schedule of Fees.

5. Labor Charges

Charges for technical, maintenance, security or administrative personnel as a result of the event are the responsibility of the organization. These costs will be billed to the organization separately following the event and checks for this service shall be made payable to Suffolk County Community College. The College will determine, in consultation with the organization, the appropriate levels of staffing required to support the proposed event.

6. Event Publicity

Organizations must not commit to any expenditures, prepare or send invitations or notices, or make any public announcement of the event until it has received a letter of approval from the College. In addition, any advertisements of the event must receive prior approval from the Office of the College Director of Special Events and Programs, in

consultation with the Office of Institutional Advancement, and must properly display the College's official logo.

7. College's Right to Revoke

The College reserves the right to revoke the permission granted for use of any College facilities or to relocate an organization to another appropriate facility should it be necessary to accommodate a change in the College's academic or activity schedule. College events shall always take precedence over requests from external organizations.

8. Preservation of Order

Organizations shall be responsible for the preservation of order at and during the event.

9. Smoking Prohibitions

In accordance with the College's *Tobacco-Free Policy*, smoking is prohibited on all property owned, leased or operated by Suffolk County Community College.

10. Alcohol Prohibitions

No alcoholic beverages shall be brought to or consumed on College property, except as specifically permitted under the College's *Guidelines for the Consumption of Alcoholic Beverages*.

11. No Discrimination

Events that exclude persons on the basis of race, color, national or ethnic origin, citizenship status, sex, religion, age, disability, marital status, veterans' status, sexual orientation or any other status protected by law or College policy are prohibited.

B. Compliance with College Contracts and Policies

The organization must honor all applicable collective bargaining agreements, vendor contracts and College policies.

C. College's Right of Access

The Board of Trustees, and its designees, shall have free and open access to all College facilities at all times.

D. Permits

To the extent permit(s) from local or state entities may be required for the function for which the College facility is sought, organizations are solely responsible for obtaining those permits and for paying any fees associated with obtaining them. Organizations will not be permitted to hold an event unless the College has received copies of all necessary permits at least two (2) weeks prior to the event.

E. Weather-Related or Emergency Cancellations

The College reserves the right to cancel an event due to inclement weather or other emergency. If such a cancellation occurs, the fee paid by the organization shall be prorated as set forth in the Schedule of Fees adopted by the Board of Trustees.

F. Emergency Medical Coverage

The College reserves the right to require organizations to provide emergency medical coverage for events held at the Campus. Requirements for such coverage shall be determined by the College on a case-by-case basis.

G. Incidental or Occasional Use

Use of College facilities by non-College community groups and organizations is limited to incidental or occasional use. The College will reject any request that seeks to use College facilities on a continuous or permanent basis.

III. Specific Guidelines Governing Use of Indoor Facilities**A. General Guidelines**

1. All external organizations wishing to utilize the College's indoor facilities must submit the *Application for Use of Facilities by External Organizations* form to the Office of the College Director of Special Events and Programs at least thirty (30) days prior to the proposed event.
2. Organizations should notify the Office of the College Director of Special Events and Programs of a cancellation within fifteen (15) calendar days of the scheduled event. Cancellation of the event may result in a forfeit of the deposit and, at the discretion of the College, the facility fee.
3. Parking at the College is restricted to the designated parking field areas or temporary parking areas specifically designated by campus public safety personnel. All cars must be parked in these areas. For reasons of traffic control and fire safety, no vehicles shall be parked on the campus roads or driveways. All individuals visiting the College shall be responsible for observing College parking and traffic regulations. Owners of ticketed vehicles will be responsible for those tickets.
4. All requests for room setups, provision of equipment or other special arrangements shall be made through the Office of the College Director of Special Events and Programs. The external organization is solely responsible for the proper usage and operation of any such equipment provided for an event.

5. The College's food service provider has the exclusive rights to catering on campus. Organizations should contact the campus food service provider to arrange for food on campus. No food or beverages shall be sold or distributed except food and beverages ordered through the campus food service provider. Suffolk County health codes prohibit the distribution of homemade food and baked goods.

B. Specific Guidelines for Events Held at the Suffolk Federal Credit Union Arena (SFCU Arena), Michael J. Grant Campus

1. The SFCU Arena includes the Field House, fitness center, dance studio, locker rooms, pool, classrooms and lecture hall.
2. All external organizations wishing to utilize facilities at the SFCU Arena must submit the *Application for Use of Facilities by External Organizations* form to the Office of the College Director of Special Events and Programs at least six (6) months prior to the proposed event. A deposit is required six (6) months prior to the event or the date will be released. Cancellation of the event fewer than six (6) months prior to the event will result in a forfeit of the deposit and, at the discretion of the College, the facility fee.
3. Only College approved vendors are permitted to service events at the SFCU Arena. Information concerning these vendors is available from the Office of the College Director of Special Events and Programs.
4. At its discretion, the College may limit parking on campus to V.I.P. parking and bus traffic or may designate specific paved or unpaved areas for event parking. The organization will be responsible for providing sufficient bus service from an off-site parking location to accommodate the expected attendance. All advertising of the event will include information about the off-site parking and bus accommodations and will indicate that on-street parking in communities surrounding the campus is prohibited except for residents of those communities. The organization will be responsible for arranging and paying for the towing of illegally parked vehicles on campus and in the surrounding communities.

C. Specific Guidelines for Events Held at the Culinary Arts and Hospitality Center (Culinary Center)

1. The Culinary Center's available facilities include a multipurpose room (which can be separated into four classrooms), a demonstration theater (seating only) and classrooms.
2. All external organizations wishing to utilize facilities at the Culinary Center must submit the *Application for Use of Facilities by External Organizations* form to the Office of the College Director of Special Events and Programs at least thirty (30) days prior to the proposed event.

3. The College has the exclusive rights to catering at the Culinary Center. Organizations should contact the College Associate Dean for Educational Resources at the Culinary Center for all catering needs. No food or beverages shall be sold or distributed except food and beverages ordered through the Culinary Center. The distribution of homemade food or baked goods is prohibited.
4. Parking at the Culinary Center is restricted to local municipal parking lots. All cars must be parked in these lots. Vehicles shall not be parked in loading or fire zones. The organization will be responsible for arranging and paying for the towing of illegally parked vehicles.

IV. Guidelines Governing Use of Outdoor Properties (Athletic Fields and Undeveloped Land)

A. General Guidelines

1. All external organizations wishing to utilize the College's outdoor properties must submit the *Application for Use of Facilities by External Organizations* form to the Office of the College Director of Special Events and Programs at least six (6) months prior to the proposed event. A deposit is required six (6) months prior to the event or the date will be released.
2. Approval will be dependent on the College's review of availability, appropriateness of requested use, potential impact on the physical condition of the property and potential impact on the surrounding communities.
3. Unless otherwise determined in the College's sole discretion, no parades by external organizations will be permitted on College property.
4. Portable toilets and trash receptacles are the responsibility of the organization.

B. Additional Guidelines for Events with a Daily Attendance of 5,000 or More Individuals

1. All external organizations wishing to utilize the College's outdoor property for events with an anticipated daily attendance of 5,000 or more must submit the *Application for Use of Facilities by External Organizations* form to the Office of the College Director of Special Events and Programs at least nine (9) months prior to the proposed event.
2. The College reserves the right to request insurance in excess of the amount set forth in Paragraph II. A of this Policy. In addition, the College reserves the right to require bonds and/or a security deposit to guarantee that the College incurs no costs from the event including, but not limited to, overtime costs, preparation costs, security costs, and clean-up costs during and after the event.

3. The organization must return the property to the condition it was in prior to the event within a reasonable time period, as set by the College. In addition, the organization must protect and maintain the integrity of the buildings located on the property to ensure that no damage is done to the buildings during the event.
4. At least sixty (60) days prior to the event, the organization must provide all of the following to the College:
 - a. All applicable certificates of insurance and bonds.
 - b. Copies of all required Town, County and/or State permits, such as permits from the Fire Marshal, the County Health Department and the County Department of Public Works.
 - c. Written proof that all local police, fire and ambulance departments have been advised of the event and the anticipated size of the crowd expected, and written proof that the organization has complied with any requirements mandated by these departments.
 - d. Copies of all licenses held by any licensees of the event.
 - e. Written proof that all sanitation requirements are met, including written proof from the County Health Department that the proposed number of portable toilets is acceptable.
5. If all of this required documentation is not received to the satisfaction of the College on or before the deadline, the event will not take place and the organization will hold the College harmless for any costs the organization incurred.
6. Parking on campus will be limited to V.I.P. parking and bus traffic. The organization will be responsible for providing sufficient bus service from an off-site parking location to accommodate the expected attendance. All advertising of the event will include information about the off-site parking and bus accommodations and will indicate that on-street parking in communities surrounding the campus is prohibited except for residents of those communities. The organization will be responsible for arranging and paying for the towing of illegally parked vehicles on campus and in the surrounding communities.
7. The organization will reimburse local residents for property damage directly attributable to the event or to attendees at the event.
8. Dependent on the anticipated daily attendance, the College reserves the right to require that the College be one of at least two venues for the event.
9. In addition to payment to Suffolk County Community College for the use of College facilities, organizations will make a contribution for student scholarships to the Suffolk Community College Foundation, Inc. in the amount of \$5,000.00, or such other amount as agreed to by the organization and the Foundation.

V. Guidelines Governing Use of Facilities for Partisan Purposes; Use by Governmental Entities

1. The College encourages the development of political literacy for its students. This includes exposure to partisan forums which foster the exchange of ideas and an opportunity to analyze divergent viewpoints.
2. Partisan and/or political entities or advocates may be permitted the use of College facilities in accordance with the procedural requirements of this policy and subject to the following conditions:
 - a. That the proposed event be open to the public; and
 - b. That the proposed event, in the sole and absolute discretion of the College, give promise of contributing to the educational purposes of the College.
3. College facilities will not be made available for any event which may cause or result in inciting or producing imminent lawless action or violence, and which is likely to incite or produce such action or violence.
4. College facilities may be utilized by governmental entities and their authorized representatives provided such use serves the public interest and/or fulfills a public purpose.

**Board of Trustees
May 12, 2022**

Suffolk County Community College Facility and Staffing Fee Schedule, eff. May 12, 2022
D.7

SFCU ARENA - LECTURE HALL		
Monday/Friday	1st hr.	\$235
	add'l hr	\$65
	8 hrs	\$660
Saturday/Sunday	1st hr.	\$300
	add'l hr	\$75
	8 hrs	\$720
SFCU ARENA - FIELD HOUSE		
Monday/Friday		
Full Day		\$8,100
Half Day		\$4,050
Saturday/Sunday		
Full Day		\$9,300
Half Day		\$4,650
SFCU ARENA USER FEE		
Paid (ticketed) event	6+ hrs/day	\$3,500
	1-5 hrs/day	\$1,200
Free (non-ticketed) event	6+ hrs/day	\$2,300
	1-5 hrs/day	\$900
Athletic Use	Per hr.	\$45
HWC		
Monday/Friday		
Full Day		\$1620
Half Day		\$810
Saturday/Sunday		
Full Day		\$1,860
Half Day		\$930
HWC USER FEE		
Paid – Ticketed Event 6+hrs/day		\$700
Paid – Ticketed Event 1-5hrs/day		\$240
Free non ticketed event 6+ hrs/day		\$460
Free non ticketed event 1-5 hrs/day		\$180

Suffolk County Community College Facility and Staffing Fee Schedule, eff. May 12, 2022
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ATHLETIC INDOOR EVENTS		
Brookhaven Gym	Per hr.	\$460
SFCU Arena – Field House	Per hr.	\$460
HWC	Per hr.	\$460
OUTDOOR ATHLETIC FACILITIES		
Track		
Baseball/Softball (Grant)		
Baseball/Softball (Ammerman)		
Intramural (Grant)		
Intramural (Ammerman)		
Soccer/Lacrosse	1st hr.	\$300
	add'l hr	\$150
	8 hrs	\$1,000
Tennis Courts (Grant)		
Tennis Courts (Ammerman)	1st hr.	\$55
	add'l hr	\$40
	8 hrs	\$275
CLASSROOMS		
Specialized (Art, Biology Lab, etc..)		
Planetarium		
Computer Lab		
Classroom	1-4 hrs.	\$175
	4-8 hrs.	\$250
Conference Room	1-4 hrs.	\$100
	4-8 hrs.	\$160
Alumni Room		
Sagtikos 221		
Peconic 228B	1-4 hrs.	\$200
	4-8 hrs.	\$320
PROGRAMMING SPACES		
Captree 114 A&B		
MLRC 107/108		
Culinary 135		
Babylon Student Center Spaces	1-4 hrs.	\$220
	4-8 hrs.	\$340
OUTSIDE AREAS		
Veterans Plaza	Per day	\$1,500
THEATRE		

Suffolk County Community College Facility and Staffing Fee Schedule, eff. May 12, 2022
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Performance	1-4 hrs.	\$850
	4-8 hrs.	\$1,300
Rehearsal	1-4 hrs.	\$450
	4-8 hrs.	\$600
LOBBIES		
Ammerman		
Eastern		
Grant		
Theater Lobby	1-4 hrs.	\$250
	4-8 hrs.	\$300
SWIMMING POOL		
Full Pool	1st hr.	\$350
	add'l hr	\$120
Half Pool	1st hr.	\$180
	add'l hr.	\$95
Dive Tank	Per hr.	\$105
Lane	Per lane	\$35
HEALTH CLUB		
Student Membership		
Full-time	yr.	\$80
Part-time	yr.	\$120
Summer		\$65
Suffolk County Resident	yr.	\$275
Faculty/Staff/Admin./Alumni/Police Academy	yr.	\$275
Senior (60+ years)	yr.	\$220
Military Veteran/Active-Duty Military Reserve/National Guard	yr.	\$220
Disabled Military Veteran	yr.	No charge
Junior Resident (up to 18)	yr.	\$220
Family	yr.	\$720
Non-County Residents	yr.	\$340
CAFETERIAS		
Eastern		
Grant		
Ammerman	1-4 hrs.	\$325
	4-8 hrs.	\$500

Suffolk County Community College Facility and Staffing Fee Schedule, eff. May 12, 2022
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Faculty Dining Rooms		
Grant		
Ammerman	1-4 hrs.	\$250
	4-8 hrs.	\$300
Culinary Demonstration Theater	Per Day	\$1,680
UNIMPROVED LANDS - GRANT CAMPUS		
Unimproved Lands (Ammerman)		
Unimproved Lands (Grant)	1-4 hrs.	\$750
	4-8 hrs.	\$1,100
Unimproved Lands - more than 5,000 attendees	Per day	\$5,000
PARKING LOTS		
Ammerman		
Eastern		
Grant		
	Per day	\$412
Staffing Rates (Use of College Facilities)		
STRAIGHT TIME (Dollars Per Hour)		As of September 5th 2017
Anatomy Lab Specialist		\$100
Anatomy Lab Technician		\$96
Campus Coord Spec Event		\$80
Conf Trade Show PA		\$52
Coord Spec Programs		\$56
Custodian/Laborer		\$42
Heavy Equip (MM/HVAC)		\$54
Instructional/Technical Equipment Prof'l		\$67
Labor Crew Leader/CW III		\$50
Lifeguard		\$21
Recreational Specialist		\$54
Aquatics and Fitness Manager		\$56
Security Supervisor (III)		\$54
Security Personnel		\$44
Theater/Audio Professionals		\$67
Theater Support		\$40
Student Support Staff		\$21

Suffolk County Community College Facility and Staffing Fee Schedule, eff. May 12, 2022
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Overtime (Dollars Per Hour)		As of September 5th 2017
(Mininum charge: 4 hours)		
Campus Coord Spec Event		\$120
Conf Trade Show PA		\$79
Coord Spec Programs		\$84
Custodian/Laborer		\$63
Heavy Equip (MM/HVAC)		\$80
Instructional/Technical Equipment Prof'l		\$101
Labor Crew Leader/CW III		\$75
Lifeguard		\$32
Recreational Specialist		\$80
Aquatics and Fitness Manager		\$84
Security Supervisor (III)		\$81
Security Personnel		\$66
Theater/Audio Professionals		\$101
Theater Support		\$30
Student Support Staff		\$21