

AGENDA
ROCKY POINT PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
January 8, 2018

Reminder Regarding Public Comment:

- Public comment at meetings of the Board shall be restricted to civil discourse, free from disparaging remarks or inferences toward any person or organization. Speakers who fail to observe this protocol will be ruled out of order.
- A period of time not to exceed fifteen (15) minutes, unless extended at any given meeting by resolution of the Board, shall be provided prior to Board action on the agenda. Each speaker shall be limited to a maximum of three minutes. Speakers may not share, defer, or otherwise reallocate any or all of the three minutes afforded them.
- A period of time not to exceed thirty (30) minutes, unless extended at any given meeting by resolution of the Board, shall be provided subsequent to the completion of Board action on the agenda. Each speaker shall be limited to a maximum of three minutes. Speakers may not share, defer, or otherwise reallocate any or all of the three minutes afforded them.
- Speakers shall be ruled out of order if they attempt to speak about any specific student or employee, by name or title.

I Meeting called to Order: _____

Present: Susan Sullivan, President
Scott Reh, Vice President
Sean Callahan, Trustee
Edward Casswell Trustee
Joseph Coniglione, Trustee
Michael F. Ring, Ed.D., Superintendent of Schools
Deborah De Luca, Ed.D., Assistant Superintendent
Gregory Hilton, School Business Official
Susan Wilson, Executive Director for Educational Services
Kelly White, District Clerk

Absent:

II Executive Session

At _____ p.m. motion made and seconded to adjourn to Executive Session to discuss _____.

Motion _____^{2nd} _____ Vote _____

The Board returned to Open Session at _____ p.m.

Pledge of Allegiance

Superintendent's Report

CONSENT AGENDA

The items listed below are presented as part of the Consent Agenda which can be adopted by the Board of Education under a single motion followed by a second and then a formal vote. The Consent Agenda items are listed below in their regular order within a group. Before an actual vote is taken, any Consent Agenda item may be removed by a Board member without a formal motion or second. If this occurs, the indicated resolution will be discussed during its regular order on the agenda and voted on individually.

III Consent Agenda Items

BE IT RESOLVED, that the Board of Education accepts the following agenda items as one item.

III: Minutes – Special Meeting December 14, 2017; Regular Meeting, December 18, 2017

Motion _____ 2nd _____ Vote _____

IV Donation to School Lunch Program

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education accepts the \$400.00 donation from the Heely family. The money will be used to continue the Heely Emergency Lunch Program (HELP).

Motion _____ 2nd _____ Vote _____

V Live Like Susie Scholarship Donations

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves and accepts the donations on behalf of the Live Like Susie Scholarship, totaling \$800.00 as follows:

Lawrence Blieka	\$300.00
Maura & Jerry Andrews	\$500.00

Motion _____ 2nd _____ Vote _____

VI Intermunicipal Cooperation Agreement – SuffolkShare

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education authorizes the President of the Board of Education to execute the Intermunicipal Cooperation Agreement establishing SuffolkShare, in accordance with section 119-0 of the State of New York General Municipal Law, and in accordance with the attached.

Motion _____ 2nd _____ Vote _____

VII Independent Auditors' Single Audit for fiscal year ending June 30, 2017

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education accepts the Independent Auditors' Single Audit with accompanying statements and schedules for the fiscal year ending June 30, 2017, which have been submitted by our external auditors, R.S. Abrams.

Motion _____ 2nd _____ Vote _____

VIII Agreement between the Board of Education of the Rocky Point Union Free School District and the Rocky Point School-Related Professionals' Association

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves an Agreement for the period January 9, 2018 through June 30, 2018 between the Rocky Point School-Related Professionals Association and the Rocky Point Union Free School District.

Motion _____ 2nd _____ Vote _____

IX Memorandum of Understanding with Suffolk County – POD Site

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board of Education to enter into the Point of Dispensing (POD) Sites Memorandum of Understanding with the County of Suffolk as per the attached.

Motion _____ 2nd _____ Vote _____

X Personnel

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education accepts the attached Personnel changes.

Motion _____ 2nd _____ Vote _____

XI New Business

XII Executive Session (if necessary)

At _____ PM motion made and seconded to go into Executive Session to

discuss _____.

Motion _____ 2nd _____ Vote _____

The Board returned to Open Session at _____

XIII Adjournment

I move that the Board of Education adjourns the meeting at _____ PM

Motion _____ 2nd _____ Vote _____

MINUTES
ROCKY POINT PUBLIC SCHOOLS
SPECIAL MEETING OF THE BOARD OF EDUCATION
December 14, 2017

Mrs. Sullivan called the meeting to order at 4:03 p.m. in the auditorium Rocky Point High School.

Present: Susan Sullivan, President
Scott Reh, Vice President
Sean Callahan, Trustee
Edward Casswell, Trustee
Joseph Coniglione, Trustee

Also Present: Michael Ring, Ed.D., Superintendent of Schools
Susan Wilson, Executive Director for Educational Services
Doug Spencer, Esq., School Attorney
Kelly White, District Clerk

Absent: None

EXECUTIVE SESSION

At 4:03 p.m. a motion was made by Scott Reh and seconded by Edward Casswell to go into Executive Session to discuss an appeal of residency.

All in favor – Motion carried 5-0

The Board returned to Open Session at 4:55 p.m..

Upon a motion made by Scott Reh and seconded by Joseph Coniglione, the following resolution was offered:

BE IT RESOLVED, upon consideration of an appeal by the parents of the student named in Confidential Schedule “A” regarding a matter of student residency, the Board of Education hereby denies said appeal and directs the District Clerk to notify the parents of the Board’s decision.

Motion carried 4-0

1 abstention – Sean Callahan

ADJOURNMENT

At 4:56 p.m. a motion was made by Edward Casswell and seconded by Sean Callahan to adjourn the meeting.

All in favor – Motion carried 5-0

**MINUTES
ROCKY POINT PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
December 18, 2017**

Mrs. Sullivan called the meeting to order at 5 p.m. in the auditorium of Rocky Point High School.

Present: Susan Sullivan, President
Scott Reh, Vice President
Sean Callahan, Trustee
Edward Casswell, Trustee
Joseph Coniglione, Trustee
Michael F. Ring, Ed.D., Superintendent of Schools
Deborah De Luca, Ed.D., Assistant Superintendent
Gregory Hilton, School Business Official
Susan Wilson, Executive Director for Educational Services
Kelly White, District Clerk

Absent:

EXECUTIVE SESSION

At 5 p.m. a motion was made by Scott Reh and seconded by Joseph Coniglione to adjourn to Executive Session, to confer with Mr. Kevin Seaman, District Counsel, to discuss student discipline issues, residency issues, personnel matters and transportation issues.

All in favor – Motion carried 5-0

The Board returned to Open Session at 6:58 p.m.

PLEDGE OF ALLEGIANCE

SUPERINTENDENT'S REPORT

Dr. Ring welcomed the meeting attendees and wished them Happy Holidays. He extended his hopes for everyone to take the time to relax and unwind in the upcoming winter break.

Dr. Ring announced that the first budget workshop for the 2018-19 budget will be conducted at 6pm in the high school library. He encouraged all to attend.

Dr. Ring stated that he had been alerted by parents and building administration over the weekend about concerns regarding the planned changes to enhance and directly engage more students during recess at the JAE school. He offered his apologies for the lack of thorough communication with parents prior to the recess enhancements being discussed with students. Dr. Ring continued, explaining that the activities previously being offered at recess, such as basketball and soccer, will not be eliminated. He stressed that the goal of this new program is to enhance activities, and not to limit what is already in place. He stated that direct inclusion of all students in recess activities is core to what the school is attempting to achieve. Dr. Ring shared his hopes that they will be successful in their efforts and are able to engage more students. Dr. Ring encouraged any parents with concerns to please reach out to him or building administration.

Mrs. Sullivan opened the floor to questions and/or comments by meeting attendees.

- Dr. Pinkenburg expressed concerns of taxpayer money being spent on the appointment of staff for the purpose of curriculum writing for the parent guide for the newly revised elementary school report cards. Dr. Deluca advised that there are extensive rubrics involved for each content area of the K-5 report cards. She explained that in addition to the grades, there are specific benchmarks that are required to be completed at the end of each quarter.

There were no further questions/comments at this time.

Dr. Ring referenced the comments at the previous two Board of Education meetings in regards to the AIS letter that was sent out by the Middle School. He stated that the AIS letter has since been modified in order to eliminate any lack of clarity.

CONSENT AGENDA

The items listed below are presented as part of the Consent Agenda which can be adopted by the Board of Education under a single motion followed by a second and then a formal vote. The Consent Agenda items are listed below in their regular order within a group. Before an actual vote is taken, any Consent Agenda item may be removed by a Board member without a formal motion or second. If this occurs, the indicated resolution will be discussed during its regular order on the agenda and voted on individually.

III-IX CONSENT AGENDA ITEMS

Upon a motion made by Scott Reh and seconded by Joseph Coniglione, the following resolution was offered:

BE IT RESOLVED, that the Board of Education accepts the following agenda items as one item.

- III: Minutes** – Regular Meeting, November 20, 2017
- IV: Budget Transfer Summary** – November 2017
- V: Treasurer’s Reports** – November 2017
- VI: Extra-Classroom Activity Account Treasurer’s Report** – November 2017
- VII: Financials** – November 2017
- VIII: Internal Claims Audit Report** – November 2017
- IX: Committees on Special Education Schedules** 12-18-17-A and 12-18-17-B recommended by the Superintendent of Schools, to arrange for appropriate services, as indicated.

All in favor – Motion carried 5-0

X VFW POST NO. 6249 DONATION TO RPHS WALL OF HONOR

Upon a motion made by Joseph Coniglione and seconded by Edward Casswell, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education accepts the \$500.00 donation from VFW Post No. 6249.

BE IT RESOLVED, that the Rocky Point Union Free School District hereby approves, upon the recommendation of the Superintendent of Schools, to increase the general fund budget by \$500.00 as a result of the donation from VFW Post No. 6249.

BE IT FURTHER RESOLVED, that the following budget code be adjusted to reflect said increase:

A 2020 500 03 0000 \$500.00

All in favor – Motion carried 5-0

Mrs. Sullivan thanked VFW for their donation.

XI DONATION FROM GREAT AMERICAN OPPORTUNITIES

Upon a motion made by Edward Casswell and seconded by Sean Callahan, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves and accepts the donation from Great American Opportunities in the amount of \$20.00, as per the attached.

BE IT RESOLVED, that the Rocky Point Union Free School District hereby approves the recommendation of the Superintendent of Schools, to increase the general fund budget by \$20.00 as a result of the donation.

BE IT FURTHER RESOLVED, that the following budget code be adjusted to reflect that increase:

A 2110 500 02 0000 \$20.00

All in favor – Motion carried 5-0

Mrs. Sullivan thanked Great American Opportunities for their donation.

XII SURPLUS EQUIPMENT

Upon a motion made by Sean Callahan and seconded by Scott Reh, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves for surplus the following list of equipment.

All in favor – Motion carried 5-0

**XIII RESOLUTION TO AWARD A BID – CAPITAL IMPROVEMENT PROGRAM PHASE 2 BID / REBID
SED NO.: 58-02-09-02-0-001-014 (JAE)
SED NO.: 58-02-09-02-0-005-032 (MS/HS)**

Upon a motion made by Scott Reh and seconded by Joseph Coniglione, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education award the Capital Improvements contract the lowest responsible bidder as follows:

Contract No. 4A: Electrical Construction

DP Daly & Sons, Inc.

JAE - Work Location No. 13 – ADA Lift Reconstruction	\$ 14,000
Work Location No. 14 – Ceiling Replacement	\$ <u>544,000</u>

Total At All Work Locations – JAE: \$ 558,000

HS/MS – Work Location No. 1 – Men’s/Women’s Toilets at Main Lobby	\$ 8,000
Work Location No. 2 – Boys/Girls Toilets 1 st Fl. South Wing	\$ 24,000
Work Location No. 3 – Boys/Girls Toilets 1 st Fl. North Wing	\$ 21,000
Work Location No. 4 – Boys/Girls Toilets 2 nd Fl. South Wing	\$ 25,000
Work Location No. 5 – Boys/Girls Toilets 2 nd Fl. North Wing	\$ 19,000
Work Location No. 6 – Men’s/Women’s Toilets 2 nd Fl. Library	\$ 15,000

Total At All Work Locations – HS/MS \$ 112,000

Total At All Work Locations – Both Schools: \$ 670,000

All in favor – Motion carried 5-0

XIV ONE-TIME EXCEPTION TO BOARD OF EDUCATION POLICY 7110

Upon a motion made by Joseph Coniglione and seconded by Edward Casswell, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby grants a one-time exception to Board of Education policy 7110, Rocky Point School District’s Comprehensive Attendance Plan, allowing a student made known to the Board of Education to be excused from school on December 11, 12 and 13, 2017 for the purpose of participating in a program for children of military fallen heroes.

All in favor – Motion carried 5-0

XV APPEAL OF STUDENT SUSPENSION

Upon a motion made by Edward Casswell and seconded by Sean Callahan, the following resolution was offered:

BE IT RESOLVED, that after careful consideration of Board Policy and review of the record and appeal of the suspension of a student made known to the Board, the Board of Education hereby upholds the disciplinary decision of the Superintendent of Schools in the suspension of said student.

All in favor – Motion carried 5-0

XVI PERSONNEL

Discussion ensued

a.) Upon a motion made by Sean Callahan and seconded by Scott Reh, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education tables the following Personnel changes.

Curriculum Writing

All in favor – Motion carried 5-0

b.) Upon a motion made by Sean Callahan and seconded by Scott Reh, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education accepts the attached Personnel changes.

All in favor – Motion carried 5-0

XVII NEW BUSINESS

Mrs. Sullivan inquired of the trustees if there was any new business they wished to discuss.

There was no new business at this time.

Mrs. Sullivan once again invited the meeting attendees to come forth with any questions/comments.

- Ms. Ward stated that she appreciated the apology offered by Dr. Ring in regards to the lack of thorough communication about the recess changes. She inquired as to what had prompted the changes.
Dr. Ring explained that the School District received a U.S. Department of Education grant, known as the “RESPECT Grant” approximately three years ago, which was specifically allocated to JAE. Dr. Ring went on to state that the grant is centered around building character education programs and creating a more respectful and accepting school community. One small part of this grant provided for a process to make recess activities more inclusive as well as promoting direct participation for all students.

Ms. Ward stressed her concerns regarding the way in which building administration presented the changes to the students. She added that she is in favor of keeping free play to allow the students who thrive from unstructured play to exert their energy.

Mr. Casswell expressed his agreement that students require unstructured play to blow off steam. He added that the lapse in communication is a concern of the members of the Board of Education that they are looking into.

Ms. Ward asked which school employees are implementing this program.

Mrs. Sullivan advised that the Board of Education will look into this and provide an update once the details have been provided to them.

- Dr. Pinkenburg inquired if any recess activities will be removed at this point.

Dr. Ring stated that nothing will be taken away at this time. He added that additional activities will be available to the students.

- Mr. Carlson questioned if any recess activities will be removed or if there will be enhancements only.

Dr. Ring reiterated that there will not be any recess activities removed. He commented that there will be additional activities to allow more direct participation but that no current activities will be removed.

- Ms. Lombardi-Curtin expressed her feeling that the students should be allowed to play, run and be themselves during recess. She added that she will be forming a parent group and circulating a petition to be submitted to stop the removal of specific recess activities.

Mr. Callahan clarified that the Board of Education is not allowing any activities to be removed.

- Ms. Alabi shared that her son as well as other students were told by building administration that there would be restrictions during recess.

- Ms. Picarra-Pinkenburg stated that NYS has a 60 minute/day requirement for physical activity. She inquired how Rocky Point meets this requirement.

Dr. DeLuca explained that recess is not considered physical activity in the guidelines. She added that they are required to have 120 minutes/week. This is met by partaking in physical education classes twice per week as well as 10 minutes/day doing smartboard exercises.

- Ms. DeRosa explained that she sits on the shared decision board and would like to look into the ten minutes that it takes to walk to and from recess. She recommended to try to do something within that time to allow for more play time.

Mr. Callahan advised that this particular issue has been looked into and they found that the physical layout of the school is their biggest hurdle. He stated that there is no solution at this time but encourages any ideas to be brought forth.

Mrs. Sullivan added that the third line in the cafeteria was one attempt at a possible solution to cut back on any lost recess time.

- Ms. Sobczak & Mrs. Sussman came forth as President and Vice President of the PTA. Ms. Sobczak expressed that she appreciated the emailed response she received from Dr. Ring regarding the current topic of recess at JAE. She stated that she does not agree with any limitations in recess as students need the activity. Ms. Sussman stated that she has found, both as the PTA and as a parent,

that there is a disconnect when it comes to communication with building administration at JAE.

- Mr. Lisa expressed his concerns with limiting activities at recess. He stated that he appreciated the Board of Education's response regarding this issue. Mr. Lisa inquired as to the progress of the Technology Committee and the timeline of the technological upgrades as a result of the Bond that was passed in 2014. Dr. Ring commented that JAE installed a second computer lab over the summer which is expected to open soon and that the same is scheduled for FJC in 2018. Mrs. Wilson explained that the State is overwhelmed with all of the Smart Schools technology plans that have been submitted for review, which has caused a delay in proceeding with some of the work. She added that the Wi-Fi must be installed prior to completing any additional upgrades. Mrs. Wilson stated that January 25th is the next scheduled Technology Committee meeting and urged Mr. Lisa to attend.
- A speaker inquired if Rocky Point School District would be offering foreign language and musical instruments at an elementary level as some other school districts currently do. Dr. Ring stated that there are no plans to have foreign language introduced at the elementary level. He added that STEM is a big focus and plans are in place to expand STEM programs at the elementary schools. Dr. Ring urged the speaker to get involved with the shared decision-making discussions to come up with additional potential improvements.
- Dr. Pinkenburg addressed the panel regarding science curriculum writing and urged that it be reviewed. Mrs. Sullivan recommended that Dr. Pinkenburg speak with the Science Chairperson to address his concerns.
- Ms. Nixdorf expressed her feelings that JAE building administration should make sure that the children understand what will be allowed at recess. She added that there are many students that need the time to exert energy in order for them to stay in control for the remainder of the day. Mr. Callahan stated that the Board of Education expect that implementation to be clear to the students. Ms. Nixdorf also shared her concerns with children that are repeatedly in trouble in school and urged something to be done about it.
- Ms. Kelly inquired as to the procedure set in place in reference to a building implementing a change in program. Dr. Ring stated that the building Principals have broad latitude to administer operations within their respective schools, however, if there is a large program change, questions are expected to be addressed and answered in advance. He assured the meeting attendees that he has spoken with building administration regarding this specific concern and will follow up again to discuss the feedback brought to his attention at this meeting.
- Ms. Malinowski expressed her concerns of the accessibility of playground equipment to the disabled students as well as the recent removal of playground equipment.

- Dr. Ring advised that the piece of equipment removed was due to safety concerns but that a new piece of equipment was installed in its place.
- Dr. Pinkenburg commented on the Connect Ed sent regarding the updated recess activities.

XVIII ADJOURNMENT

At 8:01 p.m. a motion was made by Sean Callahan, and seconded by Edward Casswell to adjourn the meeting,

All in favor – Motion carried 5-0

Mrs. Sullivan wished everyone a wonderful Holiday season.

Respectfully submitted,

Kelly White
District Clerk

BRITAM INC. 11-07

1347

DATE 12/12/17

$\frac{1-2}{210}$ 3849

PAY
TO THE
ORDER OF

Rocky Joint School
Four Hundred and Sixty one and 10/100

400.00

DOLLARS  

CHASE 

JPMorgan Chase Bank, N.A.
www.Chase.com

FOR HELP-lunch program



LP

12/7/17

Andrews

NY

Greg Hilton/Live Like Susie Scholarship Fund
Rocky Point High School
90 Rocky Point Yaphank Road
Rocky Point, NY 11778

Hello:

Enclosed is a check in memory of Susie Facini for the "Live Like Susie" scholarship fund. Please let us know that it is received.

We are family friends of the Facinis and hope that the scholarship in this wonderful young woman's name will live on forever.

Thanks for your attention to this,


Jerry and Maura Andrews

MAURA McHUGH-ANDREWS GERARD D. ANDREWS		1-2/210	526
DATE		12/7/17	
PAY TO THE ORDER OF	Rocky Point School District	\$	500-
Five hundred dollars -		DOLLARS	
CHASE 			
JPMorgan Chase Bank, N.A. www.Chase.com			
MEMO	Live Like Susie Facini Fund	G. A.	

INTERMUNICIPAL COOPERATION AGREEMENT
establishing
SUFFOLKSHARE

This Agreement dated the ___th day of _____, 201_, and executed by and among the County of Suffolk, the School District of Rocky Point Union Free School District, the Town(s) of Brookhaven, [etc.] and the Village(s) of _____, [etc.] (collectively referred to as the "Organizing Entities"), and any other local government and/or municipal entity of the State of New York that subsequently becomes a party hereto (who, together with the Organizing Entities, shall be collectively referred to as "SuffolkShare Members" and do hereby organize and create SuffolkShare in accordance with section 119-o of the New York State General Municipal Law, and in accordance with these recitals:

WITNESSETH

WHEREAS, the Organizing Entities wish to create, in accordance with applicable New York Law, a cooperative organization to serve its members by pursuing options including, but not limited to: 1) operating and maintaining a regional procurement system, 2) assisting SuffolkShare Members in compliance with state bidding requirements, 3) identifying qualified vendors of commodities, goods and services, 4) facilitating the sharing of services and 5) providing a platform to share information and facilitate discussions between SuffolkShare Members, all in an effort to realize potential economies, including administrative cost savings; and

WHEREAS, the Organizing Entities, are acting in accordance with section 119-o of the New York State General Municipal Law, to cooperatively create SuffolkShare for the purpose of fulfilling their respective public and governmental purposes, needs, objectives and programs on a cooperative or contract basis, and

WHEREAS, the Organizing Entities have additionally determined that other qualified entities should, in accordance with the terms of this Intermunicipal Cooperation Agreement (hereinafter referred to as the "Agreement") be permitted to join with them through execution of an addendum to this Agreement, in order to better fulfill their respective public purposes via participation in SuffolkShare;

NOW, THEREFORE, the Organizing Entities and such additional local governments as may hereinafter assent hereto, hereby agree upon the following terms and conditions:

Article 1. Purposes of SuffolkShare

1.1 The Organizing Entities hereby agree to create SuffolkShare for their benefit and for the benefit of future SuffolkShare Members, to obtain the benefits and efficiencies that can accrue by identifying regional interests and developing collaborative strategies, plans and programs such as shared services, cooperating in the development of a regional procurement system, providing a platform for the sharing of information and ideas, sharing of services, and to realize various potential economies, including administrative cost savings, in an effort to reduce costs and to realize economies of scale.

- 1.2 Participation in SuffolkShare is voluntary. Each SuffolkShare Member shall determine when it will participate in a bid, solicitation, purchase or contract award.
- 1.3 SuffolkShare shall be administered in accordance with and subject to the terms of this Agreement, and other documents necessary to implement and carry out the purpose of the Suffolk Share.

Article 2. Powers and Duties

- 2.1 The Organizing Entities and those other SuffolkShare Members subsequently electing to participate in SuffolkShare shall each designate SuffolkShare as the cooperative entity to administer the various programs offered.
- 2.2 A majority of SuffolkShare Members shall constitute a quorum.
- 2.3 The Organizing Entities and other SuffolkShare Members shall each designate a representative to SuffolkShare. The Suffolk County Executive shall designate a representative who shall be responsible for administering and managing SuffolkShare, including, but not limited to:
 - a. periodically convening meetings of the SuffolkShare Members;
 - b. maintaining a SuffolkShare website to facilitate centralized cooperative purchases;
 - c. maintaining a SuffolkShare website to facilitate shared services opportunities;
 - d. establishing and maintaining a SuffolkShare website providing a centralized listing of goods and services available through SuffolkShare Members' contracts;
 - e. providing other resources and technical information which may be useful to SuffolkShare Members.

Article 3. Joint Purchasing Committee

- 3.1 There shall be a Joint Purchasing Committee ("JPC") which shall in the first instance be comprised of the principal purchasing designee from each of the Organizing Entities, as evidenced in writing by the SuffolkShare Member to Suffolk County's Principle purchasing agent. Suffolk County's principle purchasing agent (the "County's JPC Representative") shall serve as the chairperson in the first year that SuffolkShare is established. Thereafter, the JPC shall annually elect a chairperson for the JPC from amongst all participating SuffolkShare Members' designees to the JPC.
- 3.2 A quorum of the JPC shall be deemed to be constituted by a majority of the designees appointed to the JPC up to the current date and shall thereafter be fixed pursuant to by-laws adopted by and for the JPC.
- 3.3 No later than June 30, 2018, the JPC shall adopt by-laws, which may from time to time be amended.
- 3.4 The JPC shall develop recommended rules and procedures, which may from time to time be amended, for participation in SuffolkShare programs which rules and procedures shall be adopted by a majority vote of the SuffolkShare Members.
- 3.5 The County's JPC Representative shall be responsible for assisting the Chairperson in

administering and managing SuffolkShare programs, including, but not limited to:

- a. convening meetings of the JPC to jointly select items which will be cooperatively purchased;
- b. receiving and combining requirements into cooperative solicitations and contracts for the SuffolkShare Member acting as the lead purchasing party in connection with a particular procurement “hereinafter the “Lead Purchasing Party””);
- d. assisting the Lead Purchasing Party with issuing and awarding cooperative procurements in accordance with applicable laws, rules and procedures;

Article 4. Obligations of SuffolkShare Members

- 4.1 **Financial.** No SuffolkShare Member shall ever be liable to pay or be responsible for payment of any sum of money to SuffolkShare or to any other SuffolkShare Member or to any other person by execution of this Agreement. The obligation of a SuffolkShare member to pay any money shall arise only under the terms and provisions of a separate written contract, agreement, or instrument that has been duly executed by the SuffolkShare Member and the vendor.
- 4.2 **Contract Disputes** shall be the responsibility of the SuffolkShare Member(s) participating in a particular contract.
- 4.3 **Cost Savings** are a primary goal of SuffolkShare and SuffolkShare Members shall cooperate in facilitating reporting of savings resulting from participation in SuffolkShare.

Article 5. Additional Parties

- 5.1 Any local government [or political subdivision] as defined in New York State General Municipal Law may become a party to this Agreement by the execution of resolution by their governing body adopting this Agreement and electing to become a SuffolkShare Member.

Article 6. Term and Withdrawal

- 6.1 The term of this Agreement shall be for one (1) year from the date hereof and shall automatically be renewed on each anniversary of the commencement date.
- 6.2 A SuffolkShare Member shall have the right to withdraw its participation in SuffolkShare at any time and for any reason, upon giving the JPC Chairperson written notice of withdrawal. Such withdrawal shall be effective upon the JPC Chairperson’s receipt of such notice

Article 7. Authorization of Participation

- 7.1 Each SuffolkShare Member represents and warrants that its governing body has duly authorized its participation in the SuffolkShare in accordance with section 119-0 of the General Municipal Law.

Article 8. Execution and Delivery

- 8.1 By the execution and delivery of this Agreement, the undersigned individual(s) warrant that s/he/they are/have been duly authorized by all requisite administrative action required to

enter into and perform the terms of this Agreement.

8.2 This Agreement may be executed by participating entities via separate agreements and at separate times, each of which shall be considered collectively as an original complete copy of the Agreement, as if each participating entity had executed the same copy.

EXECUTED AND DELIVERED by and between the Organizing Local Governments and all authorized entities which subsequently elect to become SuffolkShare Members, as of the effective date of this Agreement.

COUNTY OF SUFFOLK
Participating Entity

**BOARD OF EDUCATION
OF THE ROCKY POINT
UNION FREE SCHOOL
DISTRICT**
Participating Entity

By: _____
Dennis M. Cohen
Chief Deputy County Executive

By: _____
Susan Y. Sullivan
President
Rocky Point UFSD,
Board of Education

Date: _____

Date: _____

**ROCKY POINT UNION FREE SCHOOL DISTRICT
SINGLE AUDIT REPORT
FOR THE FISCAL YEAR ENDED
JUNE 30, 2017**

DRAFT

**ROCKY POINT UNION FREE SCHOOL DISTRICT
SINGLE AUDIT REPORT
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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM;
REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF
EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Education
Rocky Point Union Free School District

Report on Compliance for Each Major Federal Program

We have audited the Rocky Point Union Free School District's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect the Rocky Point Union Free School District's major federal programs for the fiscal year ended June 30, 2017. The Rocky Point Union Free School District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Rocky Point Union Free School District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Rocky Point Union Free School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Rocky Point Union Free School District's compliance.

Opinion on Each Major Federal Program

In our opinion, the Rocky Point Union Free School District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the fiscal year ended June 30, 2017.

Report on Internal Control over Compliance

Management of the Rocky Point Union Free School District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Rocky Point Union Free School District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Rocky Point Union Free School District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, each major fund, and the fiduciary funds of the Rocky Point Union Free School District as of and for the fiscal year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the Rocky Point Union Free School District's basic financial statements. We issued our report thereon dated October 12, 2017, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming

opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

R. S. Abrams & Co., LLP

R.S. Abrams & Co., LLP

Islandia, NY

December 6, 2017

(except for our report on the schedule of expenditures of federal awards, for which the date is October 12, 2017)

**ROCKY POINT UNION FREE SCHOOL DISTRICT
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2017**

1. BASIS OF PRESENTATION:

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of Rocky Point Union Free School District under programs of the federal government for the fiscal year ended June 30, 2017. The information in this Schedule is presented in accordance with the requirements of the Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Rocky Point Union Free School District, it is not intended to and does not present the financial position, changes in net position or cash flows of Rocky Point Union Free School District.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. The value of food commodities was calculated using the U.S. Department of Agriculture's Food and Nutrition Service commodity price lists. Federal awards that are included in the Schedule may be received directly from federal agencies, as well as federal awards that are passed through from other government agencies. Pass-through entity identifying numbers are presented where available.

Indirect costs may be included in the reported expenditures, to the extent that they are included in the federal financial reports used as the source for the data presented.

Matching costs (Rocky Point Union Free School District's share of certain program costs) are not included in the reported expenditures.

3. INDIRECT COST RATE:

Rocky Point Union Free School District has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

4. SUBRECIPIENTS:

No amounts were provided to subrecipients.

5. OTHER DISCLOSURES:

No insurance is carried specifically to cover equipment purchased with federal funds. Any equipment purchased with federal funds has only a nominal value, and is covered by Rocky Point Union Free School District's casualty insurance policies.

There were no loans or loan guarantees outstanding at year end.

**ROCKY POINT UNION FREE SCHOOL DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2017**

PART I SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's opinion(s) issued: *Unmodified*

Internal control over financial reporting:

Material weakness(es) identified? _____yes no

Significant deficiencies identified that are not considered to be material weakness(es)? _____yes none reported

Noncompliance material to financial statements noted? _____yes no

Federal Awards

Internal control over major programs:

Material weakness(es) identified? _____yes no

Significant deficiencies identified that are not considered to be material weakness(es)? _____yes none reported

Type of auditor's opinion(s) issued on compliance for major programs: *Unmodified*

Any audit findings disclosed that are required to be reported in accordance with section 2 CFR 200.516(a)? _____yes no

Identification of major programs:

<u>Name of federal program</u>	<u>CFDA Number(s)</u>
Child Nutrition Cluster	10.553 & 10.555

Dollar threshold used to distinguish between Type A and Type B Programs \$750,000

Auditee qualified as low risk? _____x_____yes _____no

**ROCKY POINT UNION FREE SCHOOL DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2017**

PART II FINANCIAL STATEMENT FINDINGS

There are no financial statement findings to be reported.

PART III FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

There are no federal award findings or questioned costs to be reported.

**ROCKY POINT UNION FREE SCHOOL DISTRICT
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE FISCAL YEAR ENDED JUNE 30, 2017**

There were no prior year federal award findings or questioned costs.

**ROCKY POINT UNION FREE SCHOOL DISTRICT
CORRECTIVE ACTION PLAN
FOR THE FISCAL YEAR ENDED JUNE 30, 2017**

A corrective action plan for the fiscal year ended June 30, 2017 is not required.

AGREEMENT
made by and between
BOARD OF EDUCATION OF THE ROCKY POINT UNION FREE SCHOOL DISTRICT
and the
ROCKY POINT SCHOOL RELATED PROFESSIONALS ASSOCIATION
this 8th day of January 2018

AGREEMENT entered into by and between the Board of Education of the Rocky Point Union Free School District (the "District") and the Rocky Point School-Related Professionals' Association (the "Association"), collectively referred to as the "Parties."

WHEREAS this Agreement contemplates a modification to the Collective Bargaining Agreement dated July 1, 2014, through June 30, 2020. Except as set forth below, all other provisions of the Collective Bargaining Agreement shall remain in full force and effect.

The parties hereby agree Article IV: Association Rights, D. Association Released Time of the Collective Bargaining Agreement shall be amended as follows:

D. Association Released Time. The Association President or his/her designee may request the equivalent of up to nine (9) paid work days per year to attend to Association business. The Association shall be granted up to three (3) additional days with the Association reimbursing the District for the cost of a covering substitute. Written notification for the use of said days shall be made by the Association President to the Superintendent of Schools. At least a twenty-four (24) hours' notice shall be given when possible. The Association President shall be responsible for 100% of his/her assigned duties and be assigned a flexible, reduced time work schedule with no work being assigned to for a maximum of twenty-five (25%) percent of the work day on which release time is taken.

This Agreement will automatically "sunset" effective June 30, 2018 and have no validity with respect to §209-a.1(e) of the Public Employees Fair Employment Act, unless this agreement is extended beyond June 30, 2018 in writing by the parties, the parties will revert to the practice contained in the original language of Article IV (D) of the collective bargaining agreement.

The Parties further agree that this Agreement shall not be precedent-setting nor binding upon the Parties in the future. Moreover, the Parties agree that this Agreement shall not be used and/or admitted into evidence in connection with any subsequent claim, litigation, arbitration, cause of action or proceeding of any kind and nature in any jurisdiction or forum.

Dated: January 8, 2018

ROCKY POINT SCHOOL-RELATED
PROFESSIONALS' ASSOCIATION
DISTRICT

By: _____
Ms. Theresa Schultz, President
RPSRP

BOARD OF EDUCATION OF THE ROCKY
POINT UNION FREE SCHOOL

By: _____
Mrs. Susan Y. Sullivan, President
Rocky Point UFSD, Board of Education

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

JAMES L. TOMARKEN, MD, MPH, MBA, MSW
Commissioner

December 13, 2017

Rocky Point Union Free School District
90 Rocky Point -Yaphank Road
Rocky Point, NY 11778
Attn: Michael Ring Ed.D, Superintendent



Re: Point of Dispensing ("POD") Memorandum of Understanding
Contract No. 001-4024-0000-00-00017
Term: January 1, 2017 - December 31, 2022

Dear Provider:

Attached for signature are three (3) original Memorandums of Understanding with the Suffolk County Department of Health Services. **These documents must not be altered.** Please have all three (3) contracts signed and returned to my attention at the address listed below.

- ❖ All three (3) copies must be **signed by a representative with signatory power** within your agency and the signer's name, title and date handwritten under the signature. All signatures must be original, photocopies and signature stamps are not acceptable.
 - Please note if the signatory is not an owner, a representative of the Board of Directors or an Executive Officer, certification of authorization to sign the contract must be submitted.
- ❖ Compliance with §A5-8 of Article V of the Suffolk County Code. All three (3) copies must have the paragraph under the Contractor's signature completed. To do this, enter the name of the signatory from above and have him/her sign and date.

When this MOU is fully executed, an original, signed copy will be sent to you for your records. If you have any questions, please do not hesitate to contact me at (631) 854-0006.

Cordially,

Stacy Lopiccolo

Stacy Lopiccolo
Contract Management Analyst



CONTRACTS UNIT
3500 Sunrise Highway, Ste. 124, PO Box 9006, Great River, NY 11739-9006
(631) 854-0112 Fax (631) 854-0116

School District Point of Dispensing Sites
Memorandum of Understanding

This Memorandum of Understanding ("the MOU" or "Contract") is between the County of Suffolk ("the County"), a municipal corporation of the State of New York, acting through its duly constituted Suffolk County Department of Health Services ("the Department"), having its principal office at 3500 Sunrise Highway, Suite 124, Great River, New York 11739-9006; and

Rocky Point Union Free School District ("the School" or "the Contractor"), having its principal office at 90 Rocky Point-Yaphank Road, Rocky Point, NY 11788.

The parties hereto agree that the School will provide a mass dispensing site, hereinafter referred to as a "Point of Dispensing" ("POD"), in the event of a public health emergency, for the distribution of medicine to the public.

The POD will be at: 82 Rocky Point-Yaphank Road, Rocky Point, NY 11788

Term of MOU: January 1, 2017 through December 31, 2022

Total Cost of MOU: No cost to County or School.

Terms and Conditions: Shall be as set forth in Articles I through IV, attached and incorporated herein.

In Witness Whereof, the parties hereto have executed this MOU as of the latest date written below.

Rocky Point Union Free School District

COUNTY OF SUFFOLK

By: _____
Name:
Title:

By: _____
Dennis M. Cohen
Chief Deputy County Executive

Date: _____

Date: _____

_____, hereby certifies under penalties of perjury that I am an officer of _____, that I have read and I am familiar with §A5-8 of Article V of the Suffolk County Code, and that _____ meets all requirements to qualify for exemption thereunder.

Approved:
Department of Health Services

By: _____
Barbara Marano, CPA
Executive Assistant for Finance and Administration

Date: _____

Approved as to Form;
Dennis M. Brown, Suffolk County Attorney

Recommended:
Division of Public Health

By: _____
Jessica H. Hogan
Assistant County Attorney

By: *Robert Delagi*
Robert Delagi, MA, NREMT-P
Director of EMS and Public Health Emergency Preparedness

Date: _____

Date: 12/12/17



List of Articles

Article I

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1. Term and Termination
2. Governing Law
3. No Intended Third Party Beneficiaries
4. Indemnification
5. Merger; No Oral Changes

Article II

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3. Confidentiality
4. Insurance
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Suffolk County Legislative Requirements

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10. Youth Sports
11. Work Experience Participation
12. Safeguarding personal Information of Minors
13. Contract Agency Performance Measures and Reporting Requirements
14. Suffolk County Local Laws Website Address

**Article I
General Terms and Conditions**

Whereas, the Department’s Commissioner is responsible for the public health of individuals residing in the County; and

Whereas, the New York State Department of Health (“NYSDOH”) has worked closely with local health departments, such as the Department and other key partners to make sure that every county will be ready for public health emergencies; and

Whereas, as part of the Department’s NYSDOH approved Public Health Emergency Preparedness Program (“PHEP”), the Department must obtain facilities throughout Suffolk County to provide emergency sites for the distribution of medications and/or vaccinations, otherwise known as Points of Dispensing (“POD”) sites, in the event of a public health emergency; and

Whereas, schools are centrally located, well known within a community, easily accessible by private and public transportation, and have the necessary physical space to accommodate large numbers of people through orderly flow paths and, as such, are ideally located as PODs; and

Whereas, consistent with the NYSDOH and County goals of establishing disaster preparedness within local communities, the Department and the School wish to enter into this MOU for the purpose of utilizing the School site set forth on the first page of this MOU as a POD, subject to the terms and conditions set forth herein;

Now, Therefore, the parties agree as follows:

1. Term and Termination

The term of this MOU shall be as set forth on page one of this MOU. This MOU may be terminated by the mutual consent of the parties or by either party upon thirty (30) days written notice to the other party.

2. Governing Law

The Contract shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

3. No Intended Third Party Beneficiaries

This MOU is entered into solely for the benefit of County and School. No third party shall be deemed a beneficiary of this MOU, and no third party shall have the right to make any claim or assert any right under this MOU.

4. Indemnification

Each party shall indemnify, defend, protect and save the other party harmless from and against any claim, damage, loss, liability, cost and expense (including reasonable attorney's fees) in connection with any loss or damage to property, personal injury, bodily injury, or death, suffered by the indemnified party and/or third parties arising out of or resulting from the negligence or willful misconduct of the

indemnifying party, its employees, contractors and/or agents in connection with such party's exercise of its rights and performance of its obligations under the terms of this MOU. These obligations shall survive the expiration or termination of this MOU.

5. Merger; No Oral Changes

It is expressly agreed that this MOU represents the entire agreement of the parties, that all previous understandings are merged in this MOU, and that no modification of this MOU shall be valid unless written and executed by both parties.

End of Text for Article I

Article II Responsibilities of the Parties

1. Responsibilities of School

The School agrees to:

- a. Provide immediate use of the facility at the site address set forth on page one of this MOU (the "Facility") in the event of a public health emergency.
- b. Provide periodic access to its facility prior to an event for inspection by the Department.
- c. Provide office equipment, including telephones, copy machines, fax machines, generator, food service equipment and refrigerators, to the extent available.
- d. Provide tables, chairs and other furniture and wheelchair access to the extent available.
- e. Provide parking areas at the Facility.
- f. Encourage School personnel to serve as POD clinic volunteers. The County will provide POD training to such volunteers as may be required by the NYSDOH, the Center for Disease Control Prevention and State and federal laws and regulations.
- h. Coordinate with the Department, local law enforcement, and if applicable, the National Guard and other governmental entities, for the development and maintenance of the County's NYSDOH approved POD plan.
- i. Be listed in the County's public health emergency medical plan.

2. Responsibilities of Department

The Department agrees to:

- a. Operate the POD in accordance with the Department's Medical Counter Measures (MCM) POD Plan.
- b. Perform any post-POD event cleanup that may be needed.
- c. Provide training for School personnel who volunteer to provide support at the POD site.
- d. Arrange for the removal of regulated medical waste that may be generated by use of the Facility in a public health emergency.

3. Confidentiality

The School and the County agree to maintain the confidentiality of all records, reports, documents and other information in conformity with the provisions of applicable local, state and federal laws, rules and regulations.

4. Insurance

a. The School shall continuously maintain, during the Term of the MOU, insurance in amounts and types as follows:

i.) **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.

ii.) **Automobile Liability** insurance (if any non-owned or owned vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.

iii.) **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv.) **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per-occurrence or claims-made coverage basis.

c. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.

d. The School shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance and certificates, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements.

e. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the School to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

5. Independent Contractor

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything herein, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

6. Severability

It is expressly agreed that if any term or provision of the MOU, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of the Contract shall be valid and shall be enforced to the fullest extent permitted by law.

7. Record Retention

The School shall retain all accounts, books, records, and other documents relevant to the MOU for seven (7) years following the end of the MOU. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential. Without limiting the generality of the foregoing, records directly related to any expenditures related to this MOU shall be kept for a period of ten (10) years because the statute of limitations for the New York False Claims Act (New York False Claims Act § 192) is ten (10) years.

End of Text for Article II

**Article III
Notices and Contact Persons**

1. Department's Designated Contact Person

Any communication required to be made by the parties regarding this MOU shall be in writing and shall be given to the County at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

**Suffolk County Department of Health Services
360 Yaphank Avenue
Yaphank, New York 11980
Att.: Robert Delagi, MA, NREMT-P
Director of EMS and Public Health Emergency Preparedness**

2. School's Three Designated Points of Contact

The School shall provide the following contacts on a twenty-four (24) hour/seven (7) days a week basis to the Department via written notice upon execution of this MOU.

- a. An administrative point of contact, who will serve as the primary point of contact. This person should have the authority to open the POD.
- b. A facilities point of contact, who will work with Department staff to move office equipment, furniture, and make other necessary arrangements.
- c. A security point of contact, who will work with the Department staff and any local law enforcement groups in making the security plans.

3. Notices Relating to Litigation

In the event the School receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this MOU, the School shall immediately deliver to the County Attorney, at the address set forth below, copies of all papers filed by or against the School.

By Regular and Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service

**Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788
Att. County Attorney**

End of Text for Article III

Article IV
Suffolk County Legislative Requirements

NOTE: THE CONTRACTOR'S COMPLETED LEGISLATIVE REQUIRED FORMS REFERENCED HEREIN ARE AVAILABLE ON FILE THE DEPARTMENT NAMED ON THE SIGNATURE PAGE OF THIS CONTRACT.

1. Contractor's/Vendor's Public Disclosure Statement

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-8 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-8 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-8 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:
Suffolk County Form SCEX 22; entitled
"Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:

Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)."

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit."

3. Use of County Resources to Interfere with Collective Bargaining Activities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article I of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:
Suffolk County Labor Law Form DOL-LO1; entitled
"Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration - Subject to Audit."

4. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract,

subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the Contract, and whenever a new contractor or subcontractor is hired under the terms of the Contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –

Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. Section 1324a) With Respect To Lawful Hiring of Employees."

Suffolk County Lawful Hiring of Employees Law Form LHE-2; entitled "Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees"

5. Gratuities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. Youth Sports

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. Work Experience Participation

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. Safeguarding Personal Information of Minors

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 20-2013, a Local Law to Safeguard the Personal Information of Minors in Suffolk County.

All contract agencies that provide services to minors are required to protect the privacy of the minors and are strictly prohibited from selling or otherwise providing to any third party, in any manner whatsoever, the personal or identifying information of any minor participating in their programs.

13. Contract Agency Performance Measures and Reporting Requirements

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 41-2013, a Local Law to Implement Performance Measurement to Increase Accountability and Enhance Service Delivery by Contract Agencies (Article VIII of Chapter 189 of the Suffolk County Code).

All contract agencies having a contract in excess of \$50,000 shall cooperate with the contract's administering department to identify the key performance measures related to the objectives of the service the contract agency provides and shall develop an annual performance reporting plan. The contract agency shall cooperate with the administering department and the County Executive's Performance Management Team to establish working groups to identify appropriate performance indicators for monthly evaluation of the contract agency's performance measures.

14. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

End of Text for Article IV



Steven Bellone
Suffolk County Executive

Frank Nardelli
Commissioner

SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS

LIVING WAGE CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If either of the following definitions of ‘compensation’ (*Living Wage Law Chapter 575 – 2*) applies to the contractor’s/recipient’s business or transaction with Suffolk County, the contractor/recipient must complete Sections 1, 3, 4 below; and Form LW-1 (Notice of Application for County Compensation). If the following definitions do not apply, the contractor/recipient must complete Sections 2, 3 and 4 below. Completed forms must be submitted to the awarding agency.

“Any grant, loan, tax incentive or abatement, bond financing subsidy or other form of compensation of more than \$50,000 which is realized by or provided to an employer of at least ten (10) employees by or through the authority or approval of the County of Suffolk,” or

“Any service contract or subcontract let to a contractor with ten (10) or more employees by the County of Suffolk for the furnishing of services to or for the County of Suffolk (except contracts where services are incidental to the delivery of products, equipment or commodities) which involve an expenditure equal to or greater than \$10,000. For the purposes of this definition, the amount of expenditure for more than one contract for the same service shall be aggregated. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not ‘compensation’ for the purposes of this definition.”

Section I

Check if applicable

The *Living Wage Law* applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County *Living Wage Law* (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received compensation, from the County of Suffolk as defined in the Law (compensation) a wage rate of no less than \$12.03 (\$9.25 for child care providers) per hour worked with health benefits, as described in the Law, or otherwise \$13.69 (\$10.50 for child care providers) per hour or the rates as may be adjusted annually in accordance with the Law. (Chapter 575-3 B)

I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of compensation or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received compensation shall comply with all the provisions of the Law, including those specified above. (Chapter 575-2)

I/we further agree to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with regulations under this Chapter of the Suffolk County Code, investigating employee complaints of noncompliance and evaluating the operation and effects of this Chapter, including the production for inspection & copying of payroll records for any or all employees for the term of the contract or for five (5) years, whichever period of compliance is longer. All payroll and benefit records required by the County will be maintained for inspection for a similar period of time. (Chapter 575-7 D)

The Suffolk County Department of Labor, Licensing & Consumer Affairs shall review the records of any Covered Employer at least once every three years to verify compliance with the provisions of the Law. (Chapter 575-4 C)

Check if applicable

Section II The *Living Wage Law* does not apply to this contract for the following reason(s): _____

This is a no cost contract for Public Health Emergency Preparedness

Section III Contractor Name: Rocky Point UFSD Federal Employer ID#: 11-6001713

Contractor Address: 90 Rocky Point-Yaphank Road Amount of compensation: _____

Rocky Point, New York 11778 Vendor #: _____

Contractor Phone # 631-849-1600 Description of project or service: POD School Agreement

Section IV

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

Authorized Signature _____

Date _____

Susan Sullivan, President, Board of Education - Rocky Point UFSD

Print Name and Title of Authorized Representative

Suffolk County Living Wage Law

On July 27, 2001, the Suffolk County Legislature enacted Local Law 12-2001, the Living Wage Law, which became effective on July 1, 2002. The purpose of this law is to ensure that employees of county contractors and subcontractors, and beneficiaries of tax, loan, grant and other subsidy assistance provided by the County, earn an hourly wage that is sufficient for a family of four to live at or above the federal poverty level.

Effective January 1, 2017, the law provides for a wage of **\$12.03 per hour with health benefits** and **\$13.69 without health benefits** for covered employees of a covered employer or other beneficiary receiving financial assistance through the County as defined in the law. The Living Wage shall be adjusted each year in proportion to the area Consumer Price Index. The law also mandates that these employees receive at least twelve (12) compensated days off per year through any combination of sick, vacation or personal leave and includes paid holidays provided by the employer.

All documentation is subject to review by the Suffolk County Department of Labor and, where applicable, by the Suffolk County Department of Law.

Living Wage Requirements As Last Revised by the Suffolk County Department of Labor on 5/20/05

Pursuant to Section 6 of Chapter 347 of the Suffolk County Local Law No. 12-2001, "A Local Law to Implement Living Wage Policy for the County of Suffolk" (the "Living Wage Law"), all RFP's, County contracts and financial compensation agreements subject to the law shall contain the following two paragraphs or substantially equivalent language:

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial compensations, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk.

Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Forms for Completion and/or Signature (as applicable)

- Suffolk County Department of Labor-Living Wage Unit
Certification/Declaration -Subject to Audit
Form LW-38 (consists of 1 page)
- Suffolk County Department of Labor-Living Wage Unit
Notice of Application for County Compensation (Contract)
Form LW-1 (consists of 1 page)
- Suffolk County Department of Labor-Living Wage Unit
Payroll Record for Living Wage Compliance
Form LW-32 (consists of 1 page)
- Suffolk County Department of Labor-Living Wage Unit
Request for General Living Wage Exemption
Form LW-4 (consists of 1 page)
- Suffolk County Department of Labor-Living Wage Unit
Request for Specific Living Wage Exemption
Form LW-5 (consists of 2 pages)

Note: Pursuant to Section 7 of Local Law No.18-2002, "A Local Law to Implement Living Wage Policy for County of Suffolk", all covered employers subject to the provisions of the Living Wage Law shall submit a completed and sworn (under penalty of perjury)

Certification/Declaration -Subject to Audit Form LW-38, signed by an authorized representative, as part of an executed contract with the County of Suffolk. The complete Certification/Declaration - Subject to Audit Form LW-38 shall be made a part of any executed contract or project agreement and made available to the public upon request.

- To certify Living Wage compliance: Return Forms LW-1, LW-32 and LW-38.
-

Or

- To certify non-applicability of Living Wage Law: Return Form LW-38.

Or

- To request and document a general Living Wage exemption: Return Forms LW-1, LW-38 and LW-4.

Or

- To request and document a specific Living Wage exemption: Return Forms LW-1, LW-38 and LW-5.

- In the event that there is a change in circumstances, it is the Contractor's responsibility to ~~submit to the County additional Living Wage forms, which either replace or supplement prior~~ submissions of Living Wage forms.

- Living Wage Law Information Fact Sheet, text of the Local Law, Frequently Asked Questions, Forms and Rules and Regulations can be found on the Suffolk County web site at: www.suffolkcountyny.gov

- o Click:

- Government
- Departments
- Labor
- Living Wage

- Suffolk County Department of Labor Living Wage Unit Tel. (631) 853-3808



SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS

UNION ORGANIZING CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If the following definition of “County Contractor” (Union Organizing Law Chapter 803) applies to the contractor’s/beneficiary’s business or transaction with Suffolk County, the contractor/beneficiary must complete Sections I, III, and IV below. If the following definitions do not apply, the contractor/beneficiary must complete Sections II, III and IV below. Completed forms must be submitted to the awarding agency.

County Contractor: “Any employer that receives more than \$50,000 in County funds for supplying goods or services pursuant to a written contract with the County of Suffolk or any of its agencies; pursuant to a Suffolk County grant; pursuant to a Suffolk County program; pursuant to a Suffolk County reimbursement for services provided in any calendar year; or pursuant to a subcontract with any of the above.”

Section I

Check if
Applicable

The Union Organizing Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 26-2003, the Suffolk County Union Organizing Law (the law) and, as to the goods and/or services that are the subject of the contract with the County of Suffolk shall not use County funds to assist, promote, or deter union organizing (Chapter 803-3), nor seek reimbursement from the County for costs incurred to assist, promote, or deter union organizing.

I/we further agree to take all action necessary to ensure that County funds are not used to assist, promote, or deter union organizing.

I/we further agree that I/we will not use County property to hold meetings to assist, promote, or deter union organizing.

I/we further agree that if any expenditures or costs incurred to assist, promote, or deter union organizing are made,

I/we shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. I/we agree that such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Department of Law upon request.

I/we further affirm to the following as to the goods and/or services that are the subject of the contract with the County of Suffolk:

- I/we will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
- I/we will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
- I/we will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
- I/we understand my/our obligation to limit disruptions caused by pre-recognition labor disputes through the adoption of non-confrontational procedures for the resolution of pre-recognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
- I/we have or will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely, and quality provision of goods and services to the County. I/we shall include a list of said procedures in such certification.

Section II

Check if
Applicable

The Union Organizing Law does not apply to this contract for the following reason(s): _____
This is a no cost contract for Public Health Emergency Preparedness _____

Section III

Contractor Name: Rocky Point UFSD Federal Employer ID#: 11-6001713
Contractor Address: 90 Rocky Point-Yaphank Road Amount of Assistance: _____
Rocky Point, NY 11778 Vendor #: _____
Contractor Phone #: 631-744-1600
Description of project or service: _____

Section IV

In the event any part of the Union Organizing Law, Chapter 803 of the Laws of Suffolk County, is found by a court of competent jurisdiction to be preempted by federal and/or state law, this certification/declaration shall be void *ab initio*.

Section V

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

Authorized Signature
Susan Sullivan, President, Board of Education - Rocky Point UFSD

Print Name and Title of Authorized Representative

Date

**Rocky Point UFSD
Personnel Schedule for Board of Education Approval - 1/8/18**

Schedule 1/8/18 A Classified Staff

Name		Position	Building	Rate	BOE Date	Amount	Effective Date	Description/Comments
Houck	Kathleen	Account Clerk	DW	N/A	1/8/2018	N/A	1/5/2018 EOB	Change in assignment from part-time account clerk to substitute clerk typist

**Rocky Point UFSD
Personnel Schedule for Board of Education Approval - 1/8/18**

Schedule 1/8/18-B Certified Staff

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
Craig	Joann	Elementary Education Teacher	JAE	N/A	1/8/2018	N/A	6/30/18 EOB	Resignation for the purpose of retirement
Tapler	Joseph	Assistant Principal	HS	N/A	1/8/2018	N/A	12/28/2017	Resignation for personal reasons
Caulfield	William	Interim Assistant Principal	HS	Daily	1/8/2018	700	1/2/2018	Continuation of interim appointment beginning 1/2/18 to TBD (Replaces J. Tapler)

**Rocky Point UFSD
Personnel Schedule for Board of Education Approval - 1/8/18**

Schedule 1/8/18-C Non-Teaching Substitutes

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
Houck	Kathleen	Substitute Clerk Typist	DW	Hourly	1/8/2018	11.00	1/5/2018	2017-2018 school year

Rocky Point UFSD
Personnel Schedule for Board of Education Approval - 1/8/18

Schedule 1/8/18-D Teaching Substitutes

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
O'Connell	Brianne	Per Diem Substitute Teacher/Teaching Assistant	DW	N/A	1/8/2018	N/A	1/5/2018	Resignation for personal reasons

**Rocky Point UFSD
Personnel Schedule for Board of Education Approval - 1/8/18**

Schedule 1/8/18-E Co-Curricular Positions 2017/2018								
Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
Gallino	Nicole	Curriculum Writing	DW	Hourly	1/8/2018	48.00	1/10/2018	Parent Guide to New Report Card Funded through general fund and Title IIA Grant. Not to exceed 5 hours for the 2017/2018 school year. (Shared hours)
Gasparro	Lisa	Curriculum Writing	DW	Hourly	1/8/2018	48.00	1/10/2018	Parent Guide to New Report Card Funded through general fund and Title IIA Grant. Not to exceed 7.5 hours for the 2017/2018 school year. (Shared hours)
Gerbino	Jessica	Curriculum Writing	DW	Hourly	1/8/2018	48.00	1/10/2018	Parent Guide to New Report Card Funded through general fund and Title IIA Grant. Not to exceed 5 hours for the 2017/2018 school year. (Shared hours)
Glennon	Erin	Curriculum Writing	DW	Hourly	1/8/2018	48.00	1/10/2018	Parent Guide to New Report Card Funded through general fund and Title IIA Grant. Not to exceed 5 hours for the 2017/2018 school year. (Shared hours)
Iberger	Stacy	Curriculum Writing	DW	Hourly	1/8/2018	48.00	1/10/2018	Parent Guide to New Report Card Funded through general fund and Title IIA Grant. Not to exceed 7.5 hours for the 2017/2018 school year. (Shared hours)
Kyriakakis	Katerina	Curriculum Writing	DW	Hourly	1/8/2018	48.00	1/10/2018	Parent Guide to New Report Card Funded through general fund and Title IIA Grant. Not to exceed 30 hours for the 2017/2018 school year. (Shared hours)
*Up to two hours: \$54.00; in excess of two hours: \$81.00; Junior/Senior Prom: \$54.00 per hour 2017/2018 school year								

