

**SWEET HOME CENTRAL SCHOOL DISTRICT  
OF AMHERST AND TONAWANDA**

**M E M O R A N D U M**

TO: Michael V. Ginestre, Superintendent of Schools

FROM: Donald G. Feldmann, Assistant Superintendent of Finance & Plant Services

DATE: June 24, 2024

RE: Reorganization Meeting / Annual Appointments

**Legal Counsel**

I recommend the legal firms of Gross, Shuman, Brizdle & Gilfillan; Lippes Mathias; and Hodgson Ross for the 2024-25 school year. Gross Shuman's rate is \$215 per hour for the 2024-25 school year. Lippes Mathias' rate is set at a maximum of \$310 per hour for partners and \$299 for senior counsel. Hodgson Ross rates for the 2024-25 school year are \$330 per hour for partners, \$313 per hour for senior associates and \$297 per hour for associates. Hodgson Ross also handles District borrowing obligations and the fee is based upon the type of debt service and amounts involved. All firms have worked with Sweet Home over the past several years providing valuable advice on important district legal matters.

**Claims Auditor**

The District has contracted with Denise Kolber to do the claims auditing since February 2014. She has vast experience and thorough knowledge of her position and provides similar service to Niagara Falls and Ken-Ton Schools.

I recommend that Denise Kolber be reappointed as the claims auditor for the 2024-25 school year at a rate of \$23.75.

Ms. Kolber will continue to report directly to the Board of Education.

Jeffrey F. Swiatek  
Partner  
Direct Dial: 716.848.1449  
Facsimile: 716.819.4668  
[jswiatek@hodgsonruss.com](mailto:jswiatek@hodgsonruss.com)

June 4, 2024

Michael Ginestre  
Superintendent  
Sweet Home Central School District  
1901 Sweet Home Road  
Amherst, NY 14228

Re: Rates for 2024-2025

Dear Superintendent Ginestre:

We are writing, as we do annually, to confirm our arrangements and rates for legal services for the upcoming school year. Effective July 1, 2024, our hourly rates will be \$330 for our partners, \$313 for our senior associates, \$297 for our associates and \$160 for our legal assistants. To the extent that we use law clerks, we will bill them at \$226 per hour.

We will continue to have special hourly rates for environmental and specialized tax and securities matters, as we have in the past. The hourly rate for such work will be \$394. We will continue to charge for our bond counsel services on a fixed fee basis to provide the predictability necessary for District borrowing, with the fee arrangements being spelled out separately in advance and payments being due when the projects are authorized and when the bonds or notes are subsequently sold. We will also continue to evaluate litigated matters, including complex administrative hearings, on a case-by-case basis to determine an appropriate rate.

The other terms of our current engagement by the District will also remain in effect.

It has been a great privilege to work with the District, and we value the relationships we have with the Board and Administration. We take great pride in the efficiency and effectiveness of the services we provide, and the contributions we believe we make to the operation of your District and to the educational community.

Should you have any questions about this letter, or if there is any aspect of our work with the District that you would like to discuss, please contact me or any other member of our Education Law Practice.

THE HODGSON RUSS EDUCATION LAW  
PRACTICE GROUP, By:

A handwritten signature in black ink, appearing to read "Jeffrey F. Swiatek".

Jeffrey F. Swiatek  
Practice Group Leader

May 31, 2024

**Via Electronic Mail**

Dr. Michael Ginestre  
District Superintendent  
Sweet Home Central Schools  
1901 Sweet Home Road  
Amherst, NY 14228

**Re: Rates for 2024-25 School Year**

Dear Dr. Ginestre:

We all are acutely aware of the difficulties economic inflation and fluctuations in New York State aid has had on school districts in recent years.

Despite the significant increases in our costs due to inflation, we have attempted to keep the cost of our legal services at a level that recognizes both the public service school districts provide and the public scrutiny regarding how schools spend public resources. For that reason, we have been able to offer greatly reduced billing rates to school district clients, and we are committed to doing so again for the 2024-25 school year.

Therefore, effective July 1, 2024, our special reduced hourly billing rates for local school district clients will be as follows:

Partners:	\$310.00
Senior Counsel:	\$299.00
Associates:	\$289.00
Paralegals:	\$160.00

We very much value our working relationship with the District, and look forward to continuing to work together to perform the District's important work during the 2024-25 school year.

As always, if you have any questions about the work we perform or any billing issue, please contact me directly by e-mail ([nkuzma@lippes.com](mailto:nkuzma@lippes.com)) or by phone (716) 853-5100 x1246. Thank you.

Very truly yours,  
LIPPES MATHIAS LLP



Nathaniel J. Kuzma

**Nathaniel J. Kuzma** | Partner | [nkuzma@lippes.com](mailto:nkuzma@lippes.com)

50 Fountain Plaza, Suite 1700, Buffalo, NY 14202 **Phone:** 716.853.5100 **Fax:** 716.853.5199 **[lippes.com](http://lippes.com)**

New York: Albany, Buffalo, Long Island, New York City, Rochester // Florida: Jacksonville // Illinois: Chicago  
Ontario: Greater Toronto Area // Texas: San Antonio // Washington, D.C.





Feldmann, Donald <dfeldmann@sweethomeschools.org>

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**RE: {External} 24-25 Rates**

1 message

**John K. Rottaris** <JRottaris@gross-shuman.com>

Mon, Jun 24, 2024 at 9:19 AM

To: "Feldmann, Donald" <dfeldmann@sweethomeschools.org>

Don: Hourly rates for all attorneys at Gross Shuman will be \$215 per hour, effective January 1, 2025.

Let me know if you need anything else.

John

**John K. Rottaris**  
**Member Attorney**



465 Main Street, Suite 600 | Buffalo, NY 14203  
471 Delaware Avenue | Buffalo, NY 14202  
Tel: 716-854-4300 x206  
Fax: 716-854-2787



**NOTE: Do not transfer funds by wire or cashier's check without verbal confirmation. If you receive an email from any person purporting to be from our firm requesting a transfer, please contact our office immediately and speak with the attorney managing that file for verbal confirmation.**

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**From:** Feldmann, Donald <dfeldmann@sweethomeschools.org>

**Sent:** Thursday, June 20, 2024 11:47 AM

**To:** John K. Rottaris <JRottaris@gross-shuman.com>

**Subject:** {External} 24-25 Rates

Hey John -

Can you get me a sheet detailing your rates for the 24-25 school year. I need to include them with materials for our reorganization meeting on July 2. I'll need these by Tuesday of next week if at all possible.

DF

**Donald Feldmann**

Assistant Superintendent for Finance & Plant Services



# Sweet Home Central School District of Amherst and Tonawanda

Office of the Superintendent  
1901 Sweet Home Road • Amherst, New York 14228  
(716) 250-1402

*Michael V. Ginestre*  
*Superintendent of Schools*

*MVH*  
*6/25/24*

**To: Board of Education**

**Re: Reorganization Meeting Appointments**

**Date: 6/25/24**

I am recommending the individuals listed be appointed to the following District positions for the 2024-2025 school year.

Stipend Positions:

Position	Name	2021-2022	2022-2023	2023-2024	2024-2025
District Clerk	Sherry McNamara	\$6450	\$6550	\$6650	\$7150
District Treasurer	Nicole Kuss	\$8575	\$8575	\$8675	\$8675
Deputy Treasurer	Michelle Callowhill	\$2175	\$2275	\$2375	\$2875

Other Positions:

Secretary to the Board of Education	Sherry McNamara
District Auditor, Extra Classroom Accounts	Nicole Kuss
Treasurer, Extra Classroom Accounts	Ariel Carlino
Deputy District Clerk	Falon Capenhurst



# Sweet Home Central School District of Amherst and Tonawanda

1901 Sweet Home Road  
Amherst, New York 14228

TO: Michael V. Ginestre, Superintendent of Schools

FROM: Donald Feldmann, Asst. Superintendent for Finance & Plant Services

DATE: June 25, 2024

RE: Physician Reimbursement 2024-25

*Handwritten signature and date:*  
MVF  
6/29/24

I would like to recommend the following reimbursement for services to be provided by Dr. Robert Kaplan and his staff for the 2024-25 school year.

- |                            |                   |
|----------------------------|-------------------|
| • Regular Student Physical | \$14.75 per exam  |
| • Athletic Physical        | \$14.75 per exam  |
| • Working Paper Exam       | \$15.75 per exam  |
| • Employee Physical        | \$50.00 per exam  |
| • Travel Time              | \$110.00 per hour |
| • Consultation time        | \$155.00 per hour |

In addition, Dr. Kaplan agrees to provide the District with a maximum of 2.5 hours of consultation time each week for forty-eight (48) weeks of the school year (September 1, 2024 through July 30, 2024) for the sum of \$18,600. This retainer fee is an increase of \$1,800 from the 2023-24 school year. Consultation time provided in excess of the 2.5 hours per week stipulated here, or provided during the month of August, will be billable at \$155.00 per hour as per the chart above.

I am also recommending that we continue with Occustar Inc. for all occupational health services. See attached form for the reimbursement schedule. All fees remain at their 2023-24 school year rates. DOT / 19A bus driver physicals are \$60 each, drug and alcohol tests are \$60 each and site visits are \$50 per visit.



# Sweet Home Central School District of Amherst and Tonawanda

Business Office  
1901 Sweet Home Road • Amherst, New York 14228  
(716) 250-1406

*Donald Feldmann,*  
*Asst. Superintendent for Finance & Plant Services*

**Sweet Home Central School District  
Agreement for Physician Services  
Effective September 1, 2024**

Robert E. Kaplan, MD of 69 Dorchester Road, Buffalo, New York 14222 agrees to provide contracted services according to the schedule below:

**2024-25 Fee Schedule**

Regular Student Physical	\$14.75 per exam
Athletic Physical	\$14.75 per exam
Working Paper Exam	\$15.75 per exam
Employee Physical	\$50.00 per exam
Travel Time	\$110.00 per hour
Consultation time	\$155.00 per hour

In addition, Dr. Kaplan agrees to provide the District with a maximum of 2.5 hours of consultation time each week for forty-eight (48) weeks of the school year (September 1, 2024 through July 30, 2025) for the sum of \$18,600. Consultation time provided in excess of the 2.5 hours per week stipulated here, or provided during the month of August, will be billable at \$155.00 per hour as per the chart above.

In the event that Dr. Kaplan is not available to provide the Physician services outlined above, he will arrange for other qualified physicians affiliated with Buffalo Pediatric Associates to provide said services.

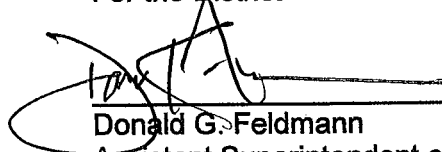
The fees listed above will be reviewed yearly to maintain fair and appropriate compensation for services rendered. All persons providing services under this contract will meet all requirements as set out by the New York State Education Department.

The terms of this agreement will remain in effect until Dr. Kaplan and the District mutually agree upon a successor agreement.

For Buffalo Pediatric Associates

  
Dr. Robert E. Kaplan 5-17-24  
Buffalo Pediatric Associates

For the District

 6/25/24  
Donald G. Feldmann  
Assistant Superintendent of Finance and Plant  
Services

**OCCUSTAR WORKPLACE COMPLIANCE, LLC**  
4267 Transit Rd, Buffalo, New York 14221 (716) 204-0798

**SWEET HOME SCHOOL DISTRICT TRANSPORTATION DEPARTMENT**  
**19A EXAM, DRUG & ALCOHOL TESTING SERVICES CONTRACT 2024-2025**

The Sweet Home School District, hereinafter referred to as “The School District”, whose primary offices are located at 1901 Sweet Home Road Amherst, NY 14228, and Occustar Workplace Compliance, LLC, hereinafter referred to as “Occustar”, whose primary office is at 4267 Transit Rd, Buffalo, New York, 14221, are entering into this agreement (the “Agreement”) in order to have Occustar provide drug and alcohol testing services and 19A exams in compliance with federal regulations, 49 CFR, Parts 40 & 382.

**WITNESSETH**

The following program aspects shall constitute the compliance services administered on behalf of the School District by Occustar as the exclusive provider for these services.

**DRUG & ALCOHOL TESTING SERVICES**

**The specific details of the program compliance shall include the following services:**

- A. Entry of all current drivers subject to testing into a random testing database.
- B. Update the random database throughout the Contract Year to add or delete drivers as required.
- C. Select drivers from the database for random drug and alcohol testing at the required rates of:
  - (i) 50% for drug testing and 10% for alcohol testing.
  - (ii) The alcohol tests shall be selected from within the group selected for drug testing so as **not to be selecting drivers for alcohol testing on a separate basis.**
  - (iii) Driver selection shall be by a computer based random number generator program.
- D. Random selection will be done a minimum of 4 times [and no more than 6 times] throughout the Contract Year at the mutual discretion of Occustar and School District to achieve compliance with federal regulations (49 CFR, Parts 40 & 382).
- E. Confidential employer notification of the driver(s) selected for random testing shall be made to the School District Transportation Supervisor or other designated confidant.
- F. Compilation of required year-end data summaries of testing completed when required by the U.S. Department of Transportation or New York State DMV or DOT.
- G. Drug and alcohol testing is to be performed at one of the following locations: Occustar’s Williamsville, New York office or at the School District Buildings.
- H. Provide a 24-hour coverage system to execute a post-accident required testing.
- I. Maintain testing compliance to the set standards of the U.S. Department of Transportation (49 CFR, Parts 40 & 382) for certified drug test and breath alcohol technicians.
- J. Provide and maintain a physician acting as the **Medical Review Officer [MRO]** to review drug test results and provide legal testimony should this service be required due to litigation.
- K. Act as the ongoing consultant to the School District for the purposes of interpretation of the regulations as they may apply to the various situations encountered with drivers.
- L. **The foregoing services will be provided during the Contract Year at the rates set forth in the attached Schedule A: Sweet Home School District Drug / Alcohol / 19A fees for 2024-2025.**

**19A MEDICAL EXAMS**



Occustar will provide medical examinations on-site, for the bus drivers and bus aides, in compliance to NYS DMV regulation 19A. The examinations can also be made to comply with Federal Department of Transportation regulation 49 CFR 391 should the school district desire this aspect to the exam process. Occustar will come on-site, two time per year, to perform the exams at the bus garage or other location within the school district that best suits this purpose. Exams for new hires, and other purposes, can be handled through the Buffalo Office of Occustar.

The school district will NOT BE REQUIRED to provide any personnel [nurses] to perform these exams since Occustar will arrive with adequate staff to perform all aspects of these exams.

*Fees for the drug and alcohol testing are detailed in appendix "A" to this contract.*

### **ASSIGNMENT OF CONTRACT**

Both parties agree that neither the whole nor any portion of the Agreement may be assigned without the prior written consent thereto of the other party. Upon acceptance by both parties, the contract may be assumed in full by the newly assigned contractor.

### **TERMINATION**

Either party may terminate this Agreement for any reason or no reason upon thirty (30) days written notice to the other party. Either party may terminate this agreement immediately for material breach hereof by the other party.

### **INDEPENDENT CONTRACTOR STATUS**


Occustar is being engaged by the School District as an independent contractor and shall not be considered a subsidiary, employee or agent of the School District. Occustar shall be solely responsible for any and all taxes of any nature whatsoever associated with the services provided as described in this Agreement.

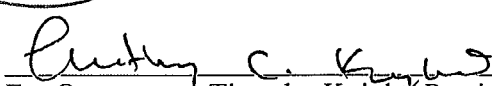
### **INSURANCE**

Occustar shall maintain its own worker's compensation, disability and general liability insurances as an Independent Contractor. Physician(s) acting as the MRO maintain their own respective medical malpractice insurance. Certificates of Insurance shall be provided to the School District upon request. The School District shall also be notified of any changes to any coverage within thirty (30) days of such change.

### **TERM OF ENGAGEMENT**

This agreement shall commence on the date signed by both parties and will be binding for the School District budget year of July 1, 2024, through June 30, 2025 (the "Contract Year"). This contract may be extended for a period of one year provided terms are mutually agreed upon by both parties, in writing.

  
For The Sweet Home School District

  
For Occustar - Timothy Knight, President

  
Date


6 / 25 / 24

06/25/2024  
Date

## SCHEDULE A

### Sweet Home CSD FEES for OCCUSTAR SERVICES 2024-2025

	<u>Service</u>	<u>Notes</u>	<u>Fee</u> (Per Service)
1.	Employee/Staff Physicals Basic exam/ancillary testing additional	On-site or Office	\$60 each
2.	19 A Bus Driver Physicals	On-site or Office	\$60 each
3.	DOT Cards – Optional - Driver responsibility and at driver’s expense / not 19A required		
5.	Medical Consultation Services	As-needed basis	\$125/hr
6.	Administrative Medical Reviews	As-needed basis	\$125/hr
7.	Drug and Alcohol Testing & Related Services		
	a. Drug Test (Collection, lab analysis, and MRO Verification)	Lab+Tech+MRO	\$60/test
	b. Alcohol Test: Breathalyzer	Tech	\$33/test
	c. Shy Bladder wait time	On-site only	\$40/hr
	d. Litigation and Legal Testimony	MD – MRO	\$125/hr
	• Lab Litigation Package Current Lab Fee for Package	Lab Lit Package	Market Fee
	• MRO Testimony (Portal to Portal)	MD - MRO	\$125/hr
8.	*Visit fee for on-site random drug & alcohol testing - per on-site visit		\$50/visit
All Post accident testing has the same test rates above - below are <u>on-site &amp; in-office</u> hourly rates			
*Post Accident Drug Testing Hourly rate <u>in-clinic</u> M-F 8a-5p			No Extra Cost
*Post Accident Off Hours Drug Test Hourly rate: <u>on-site or in office</u> any day / Portal to Portal Drug & Alcohol test fees remain the same – simply add the hourly rate			\$90/hr

  
 For The Sweet Home School District

For Occustar - Timothy C. Knight, President

6 / 25 / 24  
 Date

/ /  
 Date

**SWEET HOME CENTRAL SCHOOL DISTRICT  
OF AMHERST AND TONAWANDA**

**M E M O R A N D U M**

WVC  
6/25/24

TO: Michael V. Ginestre, Superintendent of Schools

FROM: Donald G. Feldmann, Assistant Superintendent of Finance & Plant Services

DATE: June 24, 2024

RE: External Auditor recommendation of Lumsden & McCormick, LLP

SP

The District Audit Committee would like to enter into the final year of a five-year agreement with the firm of **Lumsden & McCormick, LLP** to serve as External Auditor for the District. Please accept my recommendation that we continue our agreement with Lumsden & McCormick for the 2024-25 school year. **Lumsden will be paid \$24,800 for their services during the 2024-25 school year.** The District will need to do a Request for Proposal (RFP) for external auditing services for the 2025-26 school year and beyond.

Lumsden & McCormick, LLP is one of the Buffalo area's largest local accounting/auditing firms and has been the district's external auditor for the past fifteen years. Lumsden is currently the external auditor for 40 school districts, while serving as the internal auditor for nine others. Lumsden is well versed in areas such as State Aid, Capital Projects Reporting, Special Aid/Grants, and Reserve Funding and has become a valuable resource to the district.

The Audit Committee is confident that Lumsden & McCormick, LLP will continue to distinguish themselves as the external auditors for Sweet Home Central School District. I respectfully ask that you take this recommendation by the Audit Committee to the Board of Education for review and approval.

**SWEET HOME CENTRAL SCHOOL DISTRICT  
OF AMHERST AND TONAWANDA**

**M E M O R A N D U M**

TO: Michael V. Ginestre, Superintendent of Schools

FROM: Donald G. Feldmann, Assistant Superintendent of Finance & Plant Services

DATE: June 24, 2024

RE: Internal Auditor recommendation of Tronconi Segarra & Associates, LLP

The District Audit Committee would like to enter into the final year of a five-year agreement with the firm of **Tronconi Segarra & Associates, LLP (TSA)** to serve as Internal Auditor for the District. Please accept my recommendation that we continue our agreement with TSA for the 2024-25 school year. **Tronconi Segarra & Associates will be paid \$14,900 for their services during the 2024-25 school year.** The District will need to do a Request for Proposal (RFP) for internal auditing services for the 2025-26 school year and beyond.

If the District were to renew the contract for services with Tronconi Segarra & Associates for one additional year, the cost for services breakdown would be as follows:

**2025: \$14,900**

Tronconi Segarra & Associates, LLP is one of the Buffalo area's largest local accounting/auditing firms. TSA is currently the internal auditor for four local districts, while serving as the external auditor for six others. Tronconi is well versed in areas such as State Aid, Capital Projects Reporting, Special Aid/Grants, and Reserve Funding.

The Audit Committee is confident that Tronconi Segarra & Associates, LLP is the firm best suited to perform as the internal auditor for Sweet Home Central School District under the New York State Five Point Plan. I respectfully ask that you take this recommendation by the Audit Committee to the Board of Education for review and approval.