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 29, 2026

RE: Reorganization Meeting / Annual Appointments

Legal Counsel

I recommend the legal firms of Gross, Shuman, Brizdle & Gilfillan; Lippes Mathias; and Hodgson Russ for the 2026-27 school year. Gross Shuman's rate is $225 per hour for the 2026-27 school year. Lippes Mathias' rate is set at a maximum of $332 per hour for partners, $299 per hour for associates, $315 per hour for all other attorneys and $190 per hour for paralegals. Hodgson Russ rates for the 2026-27 school year are $374 per hour for partners, $355 per hour for senior associates and $339 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 2026-27 school year at a rate of $23.75.

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

Sweet Home Schools

Feldmann, Donald <dfeldmann@sweethomeschools.org>

RE: {External} 26-27 rates

1 message

John K. Rottaris <JRottaris@gross-shuman.com> Fri, Jun 26, 2026 at 12:15 PM
To: "Feldmann, Donald" <dfeldmann@sweethomeschools.org>

Hi Don. Our rates effective January 1, 2027 will be $225/hour. We were supposed to increase them to $215 on January 1, 2026 but did not do so.

Let me know if you need anything else.

Thanks, John

John K. Rottaris
Member Attorney

GROSS SHUMAN P.C.
ATTORNEYS AT LAW

465 Main Street, Suite 600 | Buffalo, NY 14203
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: Wednesday, June 24, 2026 8:53 AM
To: John K. Rottaris <JRottaris@gross-shuman.com>
Subject: {External} 26-27 rates

Hey John -

Can you get me a sheet detailing your rates for the 26-27 school year. I need to include them with materials for our reorganization meeting on July 7. I'll need these by Wednesday of next week if at all possible. Thanks!

LippesMathias LLP
ATTORNEYS AT LAW

May 29, 2026

Via Electronic Mail (pbellanti@sweethomeschools.org)

Mr. Peter Bellanti
Board President
Sweet Home Central School District
1901 Sweet Home Road
Amherst, NY 14228

Re: 2026-2027 Billing Rates

Dear Mr. Bellanti:

We very much value our working relationship with the district, and recognize the vital public service that public schools provide to our community, and we are well aware of the budgetary challenges that schools face in this inflationary economic environment. And as two former General Counsels at the City of Buffalo School District, we are all too cognizant of the scrutiny under which the district operates.

Therefore, we are happy to inform you that Lippes Mathias LLP will continue to offer greatly reduced hourly billing rates to our public school clients for the 2026-27 school year. As of July 1, 2026, our hourly billing rates will be: $332.00 per hour for Partners, $299.00 per hour for Associates, $315.00 per hour for all other attorneys, and $190.00 per hour for Paralegals.

We look forward to continuing our work with the district to address its legal needs promptly and practically.

If you have any questions regarding our reduced billing rates for the 2026-27 school year, please contact one of us. Thank you.

Very truly yours,



Brendan P. Kelleher
Co-Leader, Lippes Mathias LLP
Education Practice Group

Brendan P. Kelleher | Partner | bkelleher@lippes.com
50 Fountain Plaza, Suite 1700, Buffalo, NY 14202 **Phone:** 716.853.5100 **Fax:** 716.853.5199 **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.

Jeffrey F. Swiatek
Partner
Direct Dial: 716.848.1449
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jswiatek@hodgsonruss.com

Hodgson Russ LLP
ATTORNEYS

May 29, 2026

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

Re: Rates for 2026-2027

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, 2026, our hourly rates will be $374 for our partners, $355 for our senior associates, $339 for our associates and $232 for our legal assistants. To the extent that we use law clerks, we will bill them at $259 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 $447. 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 is a great privilege to work with the District, and we take great pride in the contributions we believe we make to the operation of your District and to the educational community. We are confident that the depth, experience and efficiency of our legal practice provides a distinct advantage, and that our services are provided at the highest level on a cost-effective basis.

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:



Jeffrey F. Swiatek
Practice Group Leader

SWEET HOME CENTRAL SCHOOL DISTRICT
1901 Sweet Home Road
Amherst, NY 14228

Office of the Superintendent
Dr. Michael V. Ginestre
Superintendent of Schools
(716) 250-1402

To: Board of Education

Re: Reorganization Meeting Appointments

Date: 6/29/26

I am recommending that these individuals be appointed to the following District positions for the 2026-27 school year.

Stipend Positions:

Position	Name	23/24	24/25	25/26	26/27
District Clerk	Falon Derion	-	-	$12,000	$7,000
District Treasurer	Nicole Kuss	$8,675	$8,675	$10,500	$10,600
Deputy Treasurer	Michelle Callowhill	$2,375	$2,875	$2,975	$3,075

Other Positions:

Secretary to the Board of Education	Falon Derion
District Auditor, Extra Classroom Accounts	Nicole Kuss
Treasurer, Extra Classroom Accounts	Ariel Carlino
Deputy District Clerk	Lisa Cebulski

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 29,2026

RE: Physician Reimbursement 2026-27

I would like to recommend the following reimbursement for services to be provided by Dr. Robert Kaplan and his staff for the 2026-27 school year.

• Regular Student Physical	$15.75 per exam
• Athletic Physical	$15.75 per exam
• Working Paper Exam	$16.75 per exam
• Employee Physical	$53.00 per exam
• Travel Time	$120.00 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, 2026 through July 30, 2027) for the sum of $18,600. This retainer fee remains the same as the 2024-25 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. DOT / 19A bus driver physicals are $70 each, drug and alcohol tests are $65 each and site vists are $50 per visit. Physicals and testing rates increased by $5 over the 25-26 school year.

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, 2026

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

2026-27 Fee Schedule

Regular Student Physical	$15.75 per exam
Athletic Physical	$15.75 per exam
Working Paper Exam	$16.75 per exam
Employee Physical	$53.00 per exam
Travel Time	$120.00 per hour
Consultation time	$165.00 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, 2026 through July 30, 2027) 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

Robert Kaplan, MD 6-4-26

Dr. Robert E. Kaplan
Buffalo Pediatric Associates

For the District

Donald G. Feldmann
Assistant Superintendent of Finance and Plant Services

OCCUSTAR WORKPLACE COMPLIANCE, LLC
SWEET HOME CENTRAL SCHOOL DISTRICT TRANSPORTATION DEPARTMENT
19A EXAM, DRUG & ALCOHOL TESTING SERVICES CONTRACT 2026–2027

The Sweet Home Central 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 539 Cleveland Drive, Cheektowaga, New York 14225, 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 Cheektowaga, 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.

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 2026–2027.

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 times 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 Cheektowaga 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, 2026, through June 30, 2027 (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 Central School District Date: _____

Timothy C. Knight

For Occustar – Timothy C. Knight, Managing Member Date: June 28,2026

SCHEDULE A

Sweet Home CSD – Occustar Services Fee Schedule 2026–2027

SERVICE	NOTES	FEE
Employee / Staff Physicals	Basic exam; ancillary testing additional On-site or Office	$70 each
19A Bus Driver Physicals	On-site or Office	$70 each
Medical Consultation Services	As-needed basis	$125/hr
Administrative Medical Reviews	As-needed basis	$125/hr
Drug Test	Collection, lab analysis & MRO verification	$65/test
Alcohol Test: Breathalyzer	Tech	$35/test
Shy Bladder Wait Time	On-site only	$40/hr
MRO Testimony (Portal to Portal)	MD – MRO; Litigation package at current lab fee	Market Price
On-site Visit Fee – Random Testing	Per on-site visit	$50/visit
Post-Accident Testing – In-Clinic	M–F, 8a–5p	No Extra Cost
Post-Accident Testing – On-Site/Off Hours	Any day; Portal to Portal Drug & alcohol test fees same as above	$95/hr

For The Sweet Home Central School District Date: _____

Timothy C. Knight

For Occustar – Timothy C. Knight, Managing Member Date: June 28,2026

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 29, 2026

RE: External Auditor recommendation of Bonadio Group, LLP

The District Audit Committee would like to enter into year two of a five-year agreement with the firm of **The Bonadio Group, LLC** to serve as External Auditor for the District. Please accept my recommendation that we continue our five year commitment with The Bonadio Group for the 2026-27 school year. **Bonadio will be paid $25,500 for their services during the 2026-27 school year**, with the option to renew for an additional year.

If the District were to renew the contract for services with The Bonadio Group for an additional year, the cost for services breakdown would be as follows:

2027: $27,100

The Bonadio Group is a large accounting/auditing firm with eight offices in New York State. Bonadio is currently the external auditor for one local district and has been recently named as an external auditing firm for another. Bonadio currently serves as auditing firm for Auburn Enlarged School District, Randolph Union Free School District, York Central School District and Trumansburg Central School District. Their governmental engagements include Monroe County, Onondaga County, City of Syracuse and Niagara County Community College.

The Audit Committee is confident that The Bonadio Group, LLC is the firm best suited to perform as the external auditor 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 29, 2026

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

The District Audit Committee would like to enter into the second 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 five year commitment with Tronconi Segarra & Associates for the 2026-27 school year. **Tronconi Segarra & Associates will be paid $16,150 for their services during the 2026-27 school year**.

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:

2027: $16,900

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.