

AGREEMENT FOR PAYROLL/HUMAN RESOURCES SERVICES:

AGREEMENT entered into effective as of July 1, 2022, by and between the BOARD OF EDUCATION OF MALVERNE UNION FREE SCHOOL DISTRICT (herein referred to as the "Board") and DEBORAH SMITH (herein referred to as "Ms. Smith").

WITNESSETH:

WHEREAS, the Board recognizes its responsibility to ensure sound payroll and human resources management in the Malverne Union Free School District (herein referred to as the "District"); and

WHEREAS, Ms. Smith desires to provide payroll and human resources management services for the District; and

WHEREAS, the Board desires to retain the services of Ms. Smith in that capacity; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to Ms. Smith's employment by the Board;

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the parties agree as follows:

1. **Term and Compensation.** This Agreement shall be effective as of July 1, 2022 and continue in full force and effect until June 30, 2023 unless earlier terminated. Ms. Smith shall be paid a per diem rate of \$445.00 per day and shall serve at the pleasure of the Board. Ms. Smith shall be paid on a regular cycle, upon proper submission of timesheets in accordance with District practice, which timesheets shall be approved by the Business Administrator.
2. **Duties.** Ms. Smith shall perform the following duties and functions under the general supervision of the Business Administrator:
 - a. Assist with re-establishing the district's financial management computer software;
 - b. Assist and train the payroll department, human resource department,

and school building level offices when required (Finance Manager, nVision and TimePiece computer software);

- c. Review and re-establish payroll deductions, garnishments, employee coding;
 - d. Assist and train the payroll department with monthly (TRS/ERS) and quarterly (NYS-45/Fed 941) reporting in the district's financial management computer software;
 - e. Other such support services relative to accounting, payroll and human resources as identified by the District.
3. **Hours of Work.** Ms. Smith shall report to work on a daily basis, as deemed necessary by the district, during the term of this agreement, during normal business hours of 8:00 a.m. to 4:00 p.m. (summer hours of 7:30 a.m. to 4:00 p.m.).
4. **Termination.** Ms. Smith's employment is "at will," and thus, this agreement may be terminated at any time by either party upon two weeks' written notice to the other party. Upon mutual agreement, the parties may waive the two week notice requirement. Upon termination, all rights and benefits under this agreement shall cease, except that Ms. Smith shall be entitled to compensation for days actually worked prior to the effective date of termination.
5. **Entire Agreement.** This agreement constitutes the entire agreement between the parties, and may not be modified, amended or altered except by written agreement of both parties.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals as of the 1st day of July, 2022.

MALVERNE UNION FREE
SCHOOL DISTRICT

DEBORAH SMITH

By: _____
President of the Board of Education

