

Amendment to Superintendent's Employment Agreement

AGREEMENT, made this day of November, 2021 by and between the **Board of Education for the Charlotte Valley Central School District** (hereinafter, the "Board" or "District") and **James L. Harter** (hereinafter, the "Superintendent").

WHEREAS, the Board and the Superintendent are parties to an Employment Agreement dated April 9, 2015 and as subsequently amended; and

WHEREAS, said Agreement contains provisions for annual compensation, benefits and other terms and conditions of employment for the Superintendent; and

NOW, THEREFORE, the parties hereby amend the Superintendent's Employment Agreement as follows:

1. Paragraph 5(a) shall be modified by replacing the last sentence of that paragraph with the following language:

All accumulated vacation days shall be paid to the Superintendent as a non-elective employer contribution to the Superintendent's 403(b) account at the rate of 1/240th of his annual salary at the time of retirement. To the extent that the contribution exceeds the maximum contribution permitted by law the District shall make annual contributions beginning on or about the date of retirement and thereafter on or about January 15th of each year at the maximum amount permitted by law until the entire proceeds have been paid.

1. Paragraph 5(f)(ii) shall be modified by replacing the last sentence of that provision with the following language:

All accumulated sick days shall be paid to the Superintendent as a non-elective employer contribution to the Superintendent's 403(b) account at the rate of 1/240th of his annual salary at the time of retirement. To the extent that the

contribution exceeds the maximum contribution permitted by law the District shall make annual contributions beginning on or about the date of retirement and thereafter on or about January 15th of each year at the maximum amount permitted by law until the entire proceeds have been paid.

2. The foregoing amendment shall become effective immediately and continue in effect thereafter through the term of the Agreement, unless subsequently modified by the parties in writing.

3. All other provisions of the Agreement not specifically addressed herein shall remain in full force and effect.

4. A copy of this amendment as executed by the parties shall be affixed to the Employment Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above set forth.

Agreed to this day of November, 2021.

**BOARD OF EDUCATION FOR THE CHARLOTTE VALLEY
CENTRAL SCHOOL DISTRICT**

James L. Harter
Superintendent

President, Board of Education