

## **Amendment to Michael Waters contract**

**AGREEMENT**, made this            day of November, 2021 by and between the **Superintendent , James Harter , Board of Education for the Charlotte Valley Central School District** (hereinafter, the “Board” or “District”) and **Michael Waters** (hereinafter, the “Building Principal K-12 “)

**WHEREAS**, the Board, Superintendent, and the Building Principal K-12 “)are parties to an Employment Agreement dated on or around July 1<sup>st</sup> 2021 and as subsequently amended; and

**WHEREAS**, said Agreement contains provisions for annual compensation, benefits and other terms and conditions of employment for the Building Principal K-12 “) and

**NOW, THEREFORE**, the parties hereby amend the Food Service Director “)Employment Agreement as follows:

1. Agreements for sick time and vacation buyouts shall be modified by replacing the last sentence of that paragraph with the following language:

All accumulated vacation days shall be paid to the employee as a non-elective employer contribution to the employees 403(b) account at the rate consistent with the payout of sick and vacation time contained within his contract 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 15<sup>th</sup> of each year at the maximum amount permitted by law until the entire proceeds have been paid.

1. Paragraphs shall be modified by replacing the last sentence of that provision with the following language:

All accumulated sick days shall be paid to the employee as a non-elective employer contribution to the employee 403(b) account at the rate consistent with the payout of sick and vacation time contained within his contract 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 15<sup>th</sup> 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**

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**Superintendent, James Harter**

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**Michael Waters**

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**Board President, Rebecca Garrison**