AMENDMENT OF THE EMPLOYMENT AGREEMENT BY AND BETWEEN THE BOARD OF EDUCATION OF THE HAUPPAUGE UNION FREE SCHOOL DISTRICT AND

AGREEMENT made this 18th day of April 2023, by and between the Board of Education of the Hauppauge Union Free School District and

WHEREAS, the Board and are parties to a July 1, 2021 employment agreement ("the Employment Agreement"); and

WHEREAS, and the Board wish to modify the Employment Agreement, as more fully set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to modify the Employment Agreement as follows:

1. Effective as of the date that this Agreement is fully signed and ratified Article X, in its entirety, is deleted from the Employment Agreement and replaced with the following:

ARTICLE X - RETIREMENT INCENTIVE

- A. Notwithstanding any contrary provision of this Agreement, if resigns from District employment for retirement purposes effective no later than at the close of business on June 30, 2026 and, as of the effective date of her resignation she has completed at least 15 years of full time District service, she will receive:
 - i. \$10,000; and
 - ii. Payment, at her then-applicable daily rate, for her accrued, unused sick time, not to exceed 135 days.
- B. The payments set forth above will be less any applicable taxes and withholdings and will be made within 30 calendar days of the effective date of retirement from the District.
- 2. All other terms and provisions of the Employment Agreement will continue in full

force and effect unless further modified by the parties in writing.

- 3. This Agreement constitutes the entirety of the agreement between the parties regarding the retirement incentive. There are no other agreements, oral or otherwise.
- 4. This Agreement may be executed with original signatures in counterparts, or by facsimile or PDF-scanned signatures in counterparts, which will be deemed legally binding as fully as an original signature.
- 5. This Agreement is subject to ratification by the Board of Education. If the Board does not ratify this Agreement, then it will become null and void and no adverse inference will be drawn against either party by virtue of having entered into it.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day of April 2023.

BOARD OF EDUCATION OF THE HAUPPAUGE UNION FREE SCHOOL DISTRICT

By: President