

**SECOND AMENDMENT TO CONTRACT OF EMPLOYMENT
BETWEEN
SWEET HOME CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION
AND
MICHAEL GINESTRE**

THIS AGREEMENT is made this 5th day of July 2023, by and between the BOARD OF EDUCATION OF THE SWEET HOME CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION (hereinafter the "Board") and MICHAEL GINESTRE (hereinafter the "Superintendent").

WHEREAS, the Board and the Superintendent are parties to a Contract of Employment which commenced on August 2, 2021 for a term beginning August 2, 2021 and was to terminate on August 2, 2024, and which was revised/corrected on August 17, 2021 to address listed holidays; and to which a first amendment was agreed upon and commenced on July 1, 2022, and

WHEREAS, the Board and the Superintendent have mutually agreed to modify certain terms of the Superintendent's Contract of Employment; and

NOW, THEREFORE, in consideration of the mutual promises set forth below, to be performed one for the other, the parties agree to revise Sections 3(a), 8(a) and 10(b) with all terms effective July 1, 2023, as follows:

1. Term of Employment.
 - a. The Superintendent's new term of employment shall be for a period of three (3) years commencing on July 1, 2023 and terminating on June 30, 2026, unless further extended or sooner terminated as herein after provided.
2. Compensation.
 - a. The Superintendent's annual salary for the 2023-2024 school year (July 1 — June 30) shall be at the annualized rate of One Hundred Ninety Nine Thousand One Hundred and Thirty-Four Dollars (\$199,134). This amount will be paid in equal installments in accordance with the procedures of the District and policies of the Board governing salary payment to other District administrative employees.
3. Other Benefits of Employment.

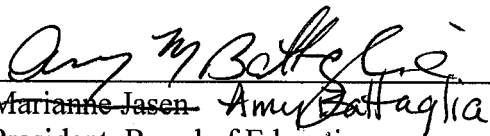
 - a. Vacation Leave. Each school year, that is from July 1 through June 30, the Superintendent shall be permitted to use Twenty Five (25) paid vacation leave days (in addition to the 14 holidays of New Year's Day, Martin Luther King Jr. Day, Presidents Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve Day and Christmas Day). The Superintendent will not use any of his vacation leave days during any period that school is in session, nor shall he take in excess of ten (10) consecutive days of said time, without prior approval by the Board. The Superintendent shall be entitled to carry over up

to ten (10) days of unused vacation days which may be used during any subsequent year of his employment, but such vacation leave days will not exceed forty (40) days in any year. Each June 30th that this Agreement is in effect, the Superintendent may turn over up to five (5) accumulated, unused vacation days each year to the District, for which he shall be paid at the rate of 1/240th of his then current annual salary for each day. In the event the Superintendent retires from the District through the New York State Teachers' Retirement System (without penalty) and has unused, accumulated vacation leave days at the time his employment with the District terminates, he shall be paid 1/240th of his then current salary for each such unused, accumulated leave days up to a maximum of twenty (20) total days at the time his employment with the District terminates. If the Superintendent's employment with the District terminates on a date other than June 30th, his vacation time will be prorated for that year.

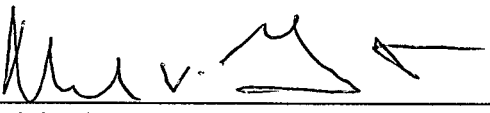
The foregoing amendments shall become effective on July 1, 2023 and continue in effect thereafter through the term of this Agreement, unless subsequently modified by the parties in writing. All other provisions of the Contract of Employment not specifically addressed herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed their names on the day and year first above written.

**BOARD OF EDUCATION OF THE
SWEET HOME CENTRAL
SCHOOL DISTRICT**

By: 
~~Marianne Jasen~~ Amy Battaglia
President, Board of Education

SUPERINTENDENT

By: 
Michael V. Ginestre