UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported):

August 30, 2022

CVD EQUIPMENT CORPORATION

(Exact Name of Registrant as Specified in Its Charter)

New York	1-16525	11-2621692
(State or Other Jurisdiction of Incorporation or Organization)	(Commission File Number)	(IRS Employer Identification No.)
355 South Technology Drive Central Islip, New York		11722
(Address of Principal Executive Offices)		(Zip Code)

Registrant's Telephone Number, Including Area Code: (631) 981-7081

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities Registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	CVV	NASDAQ Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).
Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry Into A Material Agreement

The information set forth in Item 5.02 is incorporated by reference into this Item 1.01.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

Resignation of Thomas McNeill as Chief Financial Officer

Effective as of August 30, 2022, Thomas McNeill, the Chief Financial Officer, Executive Vice President, Secretary and Treasurer of CVD Equipment Corporation (the "Company"), resigned from all positions with the Company. Mr. McNeill's resignation is not the result of any dispute or disagreement with the Company, including any matters relating to the Company's accounting practices or financial reporting. In connection with Mr. McNeill's resignation, the Company and Mr. McNeill entered into a Separation Agreement and General Release, dated as of August 31, 2022 (the "Separation Agreement").

The following is a brief description of the material terms and conditions of the Separation Agreement:

(i) Mr. McNeill's status as an employee of the Company ends on September 30, 2022. Until that time, Mr. McNeill's responsibilities shall include providing assistance in the transition of his former duties to other designated employees of the Company, as well as such other responsibilities as may be assigned to him by the Company's Chief Executive Officer;

(ii) The Company shall pay Mr. McNeill five months of severance at his regular base salary in the total gross amount of $104,125.00, to be paid in approximately 21 equal weekly installments (the "Severance Period");

(iii) The Company shall accelerate and pay to Mr. McNeill (x) his annual bonus, consisting of a payment of $29,988.00, and (y) $29,469.95 of accrued and unused vacation time;

(iv) The Company shall extend the period for Mr. McNeill to exercise his vested stock options to the end of the Severance Period; and

(v) The Separation Agreement provides for a customary general release and waiver of claims, requires compliance with the provisions governing confidentiality, and mandates the reaffirmation of existing obligations to the Company.

The foregoing is a brief description of the Separation Agreement and is qualified in its entirety by reference to the full text of the Separation Agreement, a copy of which is attached hereto as Exhibit 10.1, and incorporated herein by reference.

Appointment of Richard Catalano as Chief Financial Officer

On August 30, 2022, the Board of Directors appointed Richard Catalano as Chief Financial Officer, Vice President, Secretary and Treasurer of the Company, effective as of August 30, 2022.

Mr. Catalano, age 62, is an experienced senior-level accounting professional who began his career at KPMG LLP in 1982. Throughout his 37 years as an audit professional, Mr. Catalano has advised a diverse array of clients through private equity financed transactions, M&A related accounting, and filings with the U.S. Securities and Exchange Commission. Towards the later part of his tenure, Mr. Catalano served as the leader of KPMG LLP's Metro New York Healthcare and Life Sciences Practice and then co-led KPMG Global Audit Methodology Group. Mr. Catalano is a Certified Public Accountant licensed to practice in the State of New York. Mr. Catalano holds a bachelor's degree in Business Administration in Accounting from Hofstra University.

There is no family relationship between Mr. Catalano and any director or officer of the Company. There are no transactions between Mr. Catalano and the Company that would be required to be reported under Item 404(a) of Regulation S-K of the Securities Exchange Act of 1934, as amended.

In connection with Mr. Catalano's appointment, the Company and Mr. Catalano entered into an offer letter which summarizes the terms of his employment and compensation (the "Offer Letter"). Pursuant to the Offer Letter, Mr. Catalano will receive an initial annual base salary of $250,000 and is eligible to participate in the bonus plan available to the Company's senior executives. In addition, Mr. Catalano was granted stock options to purchase 20,000 shares of the Company's common stock, which shall vest in four equal installments.

The foregoing is a brief description of the Offer Letter and is qualified in its entirety by reference to the full text of the Offer Letter, a copy of which is attached hereto as Exhibit 10.2, and incorporated herein by reference.

On September 1, 2022, the Company issued a press release announcing Mr. Catalano's appointment as Chief Financial Officer. A copy of the press release is being furnished as Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
10.1	Separation Agreement and General Release, dated August 31, 2022, by and between the Company and Thomas McNeill.
10.2	Offer Letter, dated August 30, 2022, by and between the Company and Richard Catalano.
99.1	Press Release, dated September 2, 2022.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: September 2, 2022

CVD EQUIPMENT CORPORATION

By: */s/ Richard Catalano*
Name: Richard Catalano
Title: Vice President, Chief Financial Officer, Secretary and Treasurer

Exhibit 10.1

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (the "Agreement") is hereby entered into by and between CVD Equipment Corporation (the "Company") having its principal place of business at 355 South Technology Drive, Central Islip, New York 11722, and Thomas McNeill (referred to as "you") with a mailing address at 32 Seneca Drive, Commack, NY 11725.

IT IS HEREBY AGREED THAT:

1. Termination of Employment. Your last date of employment with the Company is September 30, 2022 (the "Separation Date"). From August 30,, 2022 through the Separation Date, your job duties shall include providing assistance in the transition of your job responsibilities to other designated employees of the Company, as well as such other responsibilities as may be assigned to you by the Company's CEO. You are deemed to have resigned from all officer, board and/or other managerial positions that you hold at the Company and its subsidiaries as of August 30, 2022, and agree that you shall not hold yourself out as such. Other than as set forth herein, your right to all Company benefits terminate as of the Separation Date.

2. Separation Benefits.

a. In consideration for your execution, non-revocation of, and compliance with the terms of this Agreement, and your compliance with the terms of the Restrictive Covenants contained in Section 13 of the Employment Agreement entered into between you and the Company dated June 1, 2021 ("Employment Agreement"), you shall receive the following benefits (collectively "Separation Benefits") to which you are not otherwise entitled:

(i) severance payments in the total gross amount of $ 104,125.00 which is equivalent to 5 months of your base salary ("Severance") to be paid in 21 roughly equal installments in accordance with the Company's regular weekly payroll schedule commencing on the pay date October 14, 2022 ("Severance Period");

(ii) payment of a prorated bonus equal to 12% of your base salary in the total gross amount of $ 29,988.00 will be paid on the pay date January 6, 2023;

(iii) payment of your accrued unused vacation time in the total gross amount of $ 29,469.95 will be paid on pay date January 6, 2023;

(iv) payment of your accrued unused sick time will be paid on pay date October 7, 2022;

(v) an extension of your period to exercise your stock options to end of the Severance Period; and

(vi) your Company health insurance benefits terminate effective September 30, 2022. So long as you timely elect continuation coverage, the Company shall pay the employer portion of the premiums for the continuation of your group medical and dental insurance coverage, if applicable, pursuant to applicable law, the terms and conditions of the applicable plan(s) and COBRA continuation coverage requirements as set forth in Section 4980B of the Internal Revenue Code, as amended, through the Severance Period. The Company will provide you with further information relating to your eligibility for COBRA coverage under separate cover. You agree to notify the Company immediately upon becoming eligible for alternative health insurance coverage. Following the Severance Period, you may continue health insurance coverage at your own expense subject to the terms of the plan(s) and then applicable law.

b. The Separation Benefits referenced in Sections 2(a)(i)-(iv) above shall be paid less legally required federal, state and local taxes and other authorized deductions. Subject to this Agreement becoming effective, and your compliance with the terms herein, the Separation Benefits will be paid as referenced in Sections 2(a)(ii)-(iv) (collectively referred to as "Additional Payments") and the first installment of the Severance shall be paid on the regular payroll date of October 14, 2022, provided that it occurs at least 10 days following your return of this executed Agreement to the Company. The remaining Severance installments shall be paid thereafter commencing on the next payroll date in accordance with the Company's regular weekly payroll cycle.

3. Release and Waiver of Claims.

a. In exchange for the benefits provided to you under this Agreement, including the Separation Benefits, and for other good and valuable consideration, which you hereby acknowledge to be sufficient consideration for your obligations hereunder, you, and you on behalf of your spouse, heirs, executors, representatives, trustees, agents, insurers, administrators, legal representatives, successors and assigns (collectively, "Releasors"), irrevocably and unconditionally fully and forever waive, release and discharge the Company, and the Company's parents, subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective officers, directors, managers, Board Members, members, employees, shareholders, trustees, agents, attorneys, partners and affiliates, in their corporate and individual capacities (collectively, "Releasees"), from any and all claims, demands, actions, causes of actions, obligations, judgments, rights, fees, damages, debts, obligations, liabilities and expenses (inclusive of attorneys' fees) of any kind whatsoever, whether known or unknown, from the beginning of time to the date of your execution of this Agreement, including, without limitation, any claims under any federal, state, local or foreign law, that Releasors may have, have ever had or may have in the future, including but not limited to, those arising out of, or in any way related to your hire, benefits, employment, termination or separation from employment with the Company and any actual or alleged act, omission, transaction, practice, conduct, occurrence or other matter, whether or not you have previously filed such a claim.

b. You further agree and acknowledge that Releasors are giving up any rights or claims against Releasees which Releasors may have under numerous laws and regulations, including but not limited to, those regulating employment, whether on the federal, state, or local level, including, but not limited to:

(i) any and all claims under Title VII of the Civil Rights Act, as amended, the Americans with Disabilities Act, as amended, the Family and Medical Leave Act, as amended, the Families First Coronavirus Response Act, the Fair Labor Standards Act (to the extent permitted by law), the Equal Pay Act, as amended, the Employee Retirement Income Security Act, as amended (with respect to unvested benefits), the Civil Rights Act of 1991, as amended, Sections 1981 and 1983 of U.S.C. Title 42, the Sarbanes-Oxley Act of 2002, as amended, the Worker Adjustment and Retraining Notification Act, as amended, the National Labor Relations Act, as amended, the Age Discrimination in Employment Act, as amended, the Older Workers' Benefit Protection Act, the Uniform Services Employment and Reemployment Rights Act, as amended, the Genetic Information Nondiscrimination Act of 2008, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Occupational Safety and Health Act, the Immigration Reform and Control Act of 1986, the New York State Human Rights Law, the New York Labor Law (including but not limited to the Retaliatory Action by Employers Law, all provisions prohibiting discrimination and retaliation, and all provisions regulating wage and hour law), New York Paid Family Leave Law, the New York State Worker Adjustment and Retraining Notification Act, New York State Paid Sick Leave Law, the New York Civil Rights Law, Section 125 of the New York Workers' Compensation Law, and any and all claims pursuant to any other state law and all of their respective implementing regulations and/or any other federal, state, local or foreign law (statutory, regulatory or otherwise) that may be legally waived and released;

(ii) any and all claims for compensation or payments of any type whatsoever, including but not limited to claims for including wages, commissions, bonus payments of any type, vacation pay, stock options, restricted stock, wage supplements, commissions, incentive compensation, and/or severance;

(iii) any and all claims arising under tort, contract and/or quasi-contract law, including but not limited to claims of breach of an expressed or implied contract, tortious interference with contract or prospective business advantage, breach of the covenant of good faith and fair dealing, promissory estoppel, detrimental reliance, invasion of privacy, concealment, negligence, negligent misrepresentation, quantum meruit, violation of public policy nonphysical injury, personal injury or sickness or any other harm, wrongful or retaliatory discharge, fraud, defamation, slander, libel, false imprisonment, negligent or intentional infliction of emotional distress; and,

(iv) any and all claims for monetary or equitable relief, including but not limited to punitive, compensatory, or other damages or monies, attorneys' fees, back pay, front pay, reinstatement, experts' fees, medical fees or expenses, costs and disbursements from the beginning of time through and including the date of your execution of this Agreement.

c. Specific Release of ADEA and OWBPA Claims. In further consideration of the benefits provided to you in this Agreement, you hereby irrevocably and unconditionally fully and forever waive, release and discharge Releasees from any and all claims, whether known or unknown, from the beginning of time to the date of your execution of this Agreement arising under the Older Workers' Benefit Protection Act and the Age Discrimination in Employment Act, as amended, and its implementing regulations. By signing this Agreement, you hereby acknowledge and confirm that: (i) you have read this Agreement in its entirety and understand all of its terms; (ii) you have been advised of your right to consult with an attorney prior to executing this Agreement; (iii) you knowingly, freely and voluntarily assent to all of the terms and conditions set out in this Agreement including, without limitation, the waiver of claims, release and covenants contained herein; (iv) you are executing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which you are otherwise entitled; (v) you were given at least twenty one (21) days to consider the terms of this Agreement and consult with an attorney of your choice, although you may sign it sooner if desired; (vi) you understand that you have seven (7) days from the date you sign this Agreement to revoke it by delivering notice of revocation to the Company to the attention of Manny Lakios, President and CEO at the address first set forth for the Company above, by overnight delivery before the end of such seven-day period; (vii) you understand that the release contained in this paragraph does not apply to rights and claims that may arise after the date on which you sign this Agreement; and (viii) in entering into this Agreement, you agree and acknowledge that you are not relying on any representation, promise or inducement made by the Company or its attorneys with the exception of those promises described in this Agreement.

d. This release and wavier of claims shall not be construed to impair your right to enforce the terms of this Agreement and does not include any claim which, as a matter of law cannot be released by private agreement. Nor does this release prohibit or bar you from providing truthful testimony in any legal proceeding or from cooperating with, making truthful disclosures to, or filing a timely charge or complaint with the EEOC, National Labor Relations Board, the Occupational Safety and Health Administration, or any other federal, state or local government agency or commission, including providing documents or other information, without notice to the Company. Notwithstanding the foregoing, with respect to any claim that cannot be released by private agreement, you agree to release and waive and hereby do release and waive your right (if any) to any monetary damages or other recovery as to such claims, including any claims brought on your behalf, either individually or as part of a collective action, by any governmental agency or other third party.

e. You represent and warrant that you have not filed any complaints, charges or claims for relief against any of the Releasees with any local, state or federal court or governmental or administrative agency. You also acknowledge that you have accurately reported all time worked and that you have been paid and/or have received all amounts due to you for any reason from the Company, including but not limited to all forms of compensation, wages, bonuses, incentive compensation, commissions, accommodations, leave, paid and unpaid, paid time off and benefits to which you may be due for any reason, except as provided in this Agreement. You further affirm that you have no known workplace injuries or occupational diseases and have not been denied any leave requested under the Family and Medical Leave Act or otherwise.

4. Return of Company Property. You acknowledge and agree that you will return to the Company all Company property in your possession or control other than payroll stubs, benefit information, and other similar information relating to your specific terms and conditions of employment.

5. Confidentiality of Agreement. You understand and agree that you will not talk about, discuss or communicate with anyone, orally or in writing, concerning this Agreement, except you may (i) discuss this Agreement with your immediate family, (ii) permit your accountant to review this Agreement in connection with the filing of tax returns, (iii) permit attorney(s) of your choice to review this Agreement, and (iv) testify truthfully under oath pursuant to a subpoena (in which event you will provide the Company with prompt notice of the subpoena in advance of providing such testimony except as prohibited by law).

6. Reaffirmation of Obligations. You agree and acknowledge that your obligations under Sections 9, 10, 13-15 and 17-26 of the Employment Agreement ("Surviving Provisions") survive termination of employment, including but not limited to the Restrictive Covenants contained in Section 13, and shall remain in full force and effect in accordance with their terms. Further you agree, acknowledge and reaffirm that each of your obligations in Section 13 of the Employment Agreement are reasonable as to duration, terms and geographical area and that the same protects the legitimate interests of the Company, imposes no undue hardship on you, and is not injurious to the public.

7. Notices. Except as otherwise set forth herein, any notice or communication permitted or required by this Agreement shall be in writing and delivered personally or by overnight delivery to you and the Company, as applicable, at the addresses first set forth above, or to such other address as provided by the requesting party in writing.

8. Cooperation. You agree to fully cooperate with all lawful requests from the Company or its attorneys for information or assistance in any business or legal matter, lawsuit or investigation involving the Company, its affiliates and subsidiaries, including by attending meetings and sharing any relevant information. You further agree to appear, at the request of the Company or its attorneys, to give truthful testimony relating to the Company at any hearing, deposition, trial, or other court ordered appearance in any jurisdiction or forum. You further agree that upon receipt of any subpoena relating in any way to the Company, and/or receipt of any contact from a government agent or agency relating in any way to the Company, unless prohibited by law, you will immediately notify the Company, and will, by overnight delivery *and* fax, email or by hand, provide a copy of the subpoena and any other documents within twenty-four (24) hours of service upon you and in any event prior to responding, testifying or providing documents or information in response to the subpoena and/or documents unless prohibited by law. A violation of this paragraph will constitute a material violation of this Agreement.

9. Binding Nature of Agreement. This Agreement shall be binding on and inure to the benefit of you and your heirs, administrators, representatives, and executors. The Company may assign its rights and obligations under this Agreement.

10. Use of the Agreement as Evidence; Non-Admission. This Agreement may not be used as evidence in any proceeding of any kind, except a proceeding in which one of the parties or Releasee(s) alleges a breach of the terms of this Agreement or elects to use this Agreement as a defense to any claim. You expressly agree that this Agreement is not and shall not in any way be deemed to constitute an admission or evidence of any breach of contract, wrongdoing or liability on the part of the Releasees, nor of any violation of any federal, state or municipal statute, regulation or principle of common law or equity.

11. Governing Law; Interpretation; Blue Pencil In the event of any dispute, this Agreement will be construed as a whole, will be interpreted in accordance with its fair meaning, and will not be construed strictly for or against either you or the Company. The laws of the State of New York will govern any dispute about this Agreement and any disputes regarding this Agreement shall be resolved in a court of competent jurisdiction in Nassau or Suffolk Counties, New York. If for any reason any part of this Agreement shall be determined to be unenforceable, the remaining terms, covenants, conditions, and provisions of this Agreement shall not be affected and shall be valid and shall be enforceable to the fullest extent permitted by law. The parties further agree that a court is expressly authorized to modify any unenforceable provision of this Agreement by making such modifications as it deems warranted to carry out the intent and agreement of the parties hereto, which is to enforce the terms and conditions to the fullest extent possible.

12. Waiver Of Jury Trial. You hereby irrevocably agree to waive your right to a jury trial of any claim or cause of action based upon or arising out of this Agreement or any dealings between the parties relating to this Agreement. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this Agreement, including employment law claims, contract claims, tort claims, breach of duty claims, and all other statutory and common law claims. This waiver shall apply to any subsequent amendments, supplements or modifications of this Agreement.

13. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Company and you, and all previous agreements or promises between the parties are superseded and void, except for the Surviving Provisions of the Employment Agreement, which expressly shall remain in full force and effect. This Agreement may be modified only by a written agreement signed by you and the Chief Executive Officer of the Company.

14. Captions. Captions are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement

15. Counterparts. This Agreement may be executed by email or facsimile and in one or more counterparts, all of which taken together shall be deemed one original.

16. Acknowledgment of Full Understanding. **YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE FULLY READ, UNDERSTAND AND VOLUNTARILY ENTER INTO THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE HAD AT LEAST 21 DAYS TO CONSIDER THIS AGREEMENT AND AN OPPORTUNITY TO ASK QUESTIONS AND BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF YOUR CHOICE BEFORE SIGNING THIS AGREEMENT, AND THAT YOU HAVE 7 DAYS TO REVOKE THE AGREEMENT. YOU FURTHER ACKNOWLEDGE THAT YOUR SIGNATURE BELOW IS AN AGREEMENT TO, AMONG OTHER THINGS, RELEASE THE RELEASEES FROM ANY AND ALL CLAIMS AND COMPLY WITH THE RESTRICTIVE COVENANTS CONTAINED IN THE EMPLOYMENT AGREEMENT.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date last written below.

CVD EQUIPMENT CORPORATION

By: /s/ Emmanuel Lakios Dated: 8/31/22
Name: Emmanuel Lakios
Title: President and Chief Executive Officer

/s/ Thomas McNeill Dated: 8/31/22
THOMAS MCNEILL

enabling tomorrow's technologies™

355 South Technology Drive, Central Islip, New York 11722 | **T** 631.981.7081 | **F** 631.981.7095 | info@cvdequipment.com

August 29, 2022

Mr. Richard A. Catalano
82 Whitehall Boulevard
Garden City, NY 11530

Re: Employment Offer

Dear Richard,

We are pleased to offer you the position of **Vice President and Chief Financial Officer** with CVD Equipment Corporation, at a base salary of $250,000 per year. You will report to Emmanuel Lakios, President and CEO. You will have duties and responsibilities as are customary for a Vice President and Chief Financial Officer and such other duties and responsibilities as directed by the Company. These duties and responsibilities may change from time to time, as determined by the Company. If you find this offer acceptable, your starting date will be Tuesday, August 30, 2022 or as mutually agreed.

In addition to your base salary, you will be granted the following:

Stock Options – Effective as of the start date of your employment, you will be granted a stock option to purchase a total of Twenty Thousand (20,000) shares of CVD stock at a per share strike price equal to the share price at the close of the business on the start date of your employment, pursuant to the *CVD Equipment Corporation Share Incentive Plan*, with vesting and restrictions as follows, subject to the approval by the Board of Directors:

Vesting – the Stock Option to purchase 20,000 shares shall vest 25% on each anniversary with 100% vested on the fourth anniversary of the start of your employment, provided that you continue to be employed by CVD on said anniversary dates.

Exercise- the option may be partially exercised from time to time after the vesting date.

Expiration – any unexercised portion of the Option shall expire ten (10) years from the grant date.

Bonus Plan – You will be eligible for a fiscal year bonus of approximately 30% of your base salary prorated in 2022 based upon both corporate and individual objectives as will be defined.

Furthermore, on the first day following completion of the waiting period (defined as the first ninety (90) days of your employment), you will be eligible to participate in the standard benefit plans maintained by the Company as may be in effect from time to time (which the Company reserves the right to change in its discretion). The benefit plans currently include the following:

Vacation – You will be eligible for four (4) weeks of vacation annually. Vacation days accrue on a weekly basis beginning on the first day of employment.

Paid Holidays – Eight (8) paid days per year as listed in the employee handbook.

Paid Sick Leave – Seven (7) days per calendar year. Paid Sick days accrue on a weekly basis at the rate of 1 hour per 30 hours worked beginning on the first day of employment and may be used immediately upon accrual in increments of 4 hours.

Medical Insurance – The Company currently offers three medical plans, the more robust "Oxford Liberty High PPO" Plan, the moderate "Oxford Liberty Standard EPO" Plan, and the least expensive "Oxford Liberty Low EPO" Plan. CVD currently contributes between 75% to 90% of the premium towards individual coverage and between 40% to 50% of the premium for those employees selecting employee + spouse, employee +child(ren), or family coverage.

Dental Insurance – The Company offers two voluntary dental plans. You may choose from a Dental HMO or Dental PPO that's right for your individual needs. Dental Insurance is a pre-tax benefit.

Vision Insurance – Vision Insurance is a voluntary, pre-tax benefit for eye exams, eyeglasses, and contact lenses as well as discounts on non-covered procedures such as Lasik surgery.

Basic Term Life and Accidental Death & Dismemberment (AD&D) Insurance – Personal life insurance and AD&D coverage of $50,000.00.

Optional Medical and Dependent Care FSA – A Health Care FSA is a tax-advantaged account that lets you use pre-tax dollars to pay for eligible medical, dental, and vision care expenses. A Dependent Care FSA is a pre-tax benefit account used to pay for eligible dependent care services such as preschool and summer day camp.

Short-Term and Long-Term Disability - STD and LTD coverage is available to assist with income protection, up to 60% of your earnings, in the event of a personal illness or injury.

401K with Employer Matching – Participation in CVD's 401(k) Plan is available on the 1st day of the month following the completion of (3) three months of employment. Contributions to the 401(k) account may be made to either a traditional pre-tax 401(k) plan or ROTH post tax plan. Currently, for (1%) each one percent deferred, the company will match 50% of the employee's contribution up to a maximum of (3%) three percent with a two-year vesting table.

If you have any questions, please do not hesitate to contact us. This offer is contingent upon your signing our standard nondisclosure and confidentiality agreement.

This offer sets forth the terms of your hiring, and it shall not be interpreted or construed as a contract of employment with a definite term nor as an assurance of continued employment.

If you find this offer is acceptable, please sign in the below section and return it to us by Monday, August 29, 2022.

Very truly yours,

CVD Equipment Corporation

By: /s/ Emmanuel Lakios_____
Emmanuel Lakios, President and CEO

Accepted by:

/s/ Richard A. Catalano_____ Date: 08/30/2022_____
Richard A. Catalano

Exhibit 99.1

CVD Equipment Corporation

enabling tomorrow's technologies™

355 South Technology Drive, Central Islip, New York 11722 | **T** 631.981.7081 | **F** 631.981.7095 | info@cvdequipment.com

CVD Equipment Corporation Appoints Richard Catalano as Chief Financial Officer

CENTRAL ISLIP, N.Y., (Business Wire) – September 2, 2022 - CVD Equipment Corporation (NASDAQ: CVV), a leading provider of chemical vapor deposition systems and materials, today announced that Richard Catalano has been appointed as Chief Financial Officer, effective August 30, 2022.

Mr. Catalano brings more than 35 years of experience as an accomplished financial professional working across multiple industries.

In 1982, Mr. Catalano began his career at KPMG LLP and became an audit partner in 1993. Throughout his 37 years as an audit professional at KPMG LLP, Mr. Catalano has advised a diverse array of clients through private equity financed transactions, M&A related accounting, and filings with the U.S. Securities and Exchange Commission. Towards the later part of his tenure, Mr. Catalano served as the leader of KPMG LLP's Metro New York Healthcare and Life Sciences Practice and then co-led KPMGs Global Audit Methodology Group. Mr. Catalano is a Certified Public Accountant licensed to practice in the State of New York.

Emmanuel Lakios, President and Chief Executive Officer of CVD Equipment Corporation welcomed Mr. Catalano to the Company, stating "We are pleased that Richard has joined our executive team, he is a seasoned professional with vast accounting and finance experience working with public companies. His solid background makes him a natural choice to lead our finance team as CFO."

About CVD Equipment Corporation

CVD Equipment Corporation (NASDAQ: CVV) designs, develops, and manufactures a broad range of chemical vapor deposition, gas control, and other state-of-the-art equipment and process solutions used to develop and manufacture materials and coatings for research and industrial applications. This equipment is used by its customers to research, design, and manufacture these materials or coatings for aerospace engine components, medical implants, semiconductors, battery nanomaterials, solar cells, smart glass, carbon nanotubes, nanowires, LEDs, MEMS, and other applications. Through its application laboratory, the Company provides process development support and process startup assistance with the focus on *enabling tomorrow's technologies*™. It's wholly owned subsidiary CVD Materials Corporation provides advanced materials and metal surface treatments and coatings to serve demanding applications in the electronic, biomedical, petroleum, pharmaceutical, and many other industrial markets.

The Private Securities Litigation Reform Act of 1995 provides a "safe harbor" for forward-looking statements. Certain information included in this press release (as well as information included in oral statements or other written statements made or to be made by CVD Equipment Corporation) contains statements that are forward-looking. All statements other than statements of historical fact are hereby identified as "forward-looking statements, "as such term is defined in Section 27A of the Securities Exchange Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Such forward looking information involves a number of known and unknown risks and uncertainties that could cause actual results to differ materially from those discussed or anticipated by management. Potential risks and uncertainties include, among other factors, market and business conditions, the COVID-19 pandemic, the success of CVD Equipment Corporation's growth and sales strategies, the possibility of customer changes in delivery schedules, cancellation of, or failure to receive orders, potential delays in product shipments, delays in obtaining inventory parts from suppliers and failure to satisfy customer acceptance requirements, and other risks and uncertainties that are described in the Company's Annual Report on Form 10-K for the year ended December 31, 2021 and the Company's other filings with the Securities and Exchange Commission. For forward-looking statements in this release, the Company claims the protection of the safe harbor of the Private Securities Litigation Reform Act of 1995. The Company assumes no obligations to update or supplement any forward-looking statements whether as a result of new information, future events or otherwise. Past performance is not a guarantee of future results.

For further information about this topic please contact:
Phone: (631) 981-7081
Fax: (631) 981-7095
Email: investorrelations@cvdequipment.com