

**AGREEMENT OF EMPLOYMENT
BETWEEN
DR. MICHAEL TEBBANO
AND
THE BETHLEHEM CENTRAL SCHOOL DISTRICT**

THIS IS A CONTRACT OF EMPLOYMENT, made and entered into this ___ day of April, 2008, by and between the **BETHLEHEM CENTRAL SCHOOL DISTRICT**, a municipal corporation having its principal office at 90 Adams Place in the Hamlet of Delmar, Town of Bethlehem, County of Albany and State of New York, acting by and through its Board of Education, hereinafter sometimes referred to as the “DISTRICT” or the “BOARD”, and **DR. MICHAEL TEBBANO**, residing [REDACTED] hereinafter sometimes referred to as the “SUPERINTENDENT”, both parties sometimes hereinafter being collectively referred to as the “PARTIES”.

RECITALS

WHEREAS, the BOARD at a meeting duly held on April __, 2008 passed a resolution appointing Dr. Michael Tebbano as Superintendent of Schools of the District for a period of three (3) years from July 1, 2008 through June 30, 2011 and the District wishes to employ the SUPERINTENDENT in such capacity; and

WHEREAS, the Superintendent has accepted the Board's offer of employment upon the terms and conditions set forth herein; and

WHEREAS, it is the parties' belief that a written contract fully specifying the terms and conditions of the Superintendent's employment by the District will promote effective communication and true understanding between the parties; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to the Superintendent's employment by the District.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the parties agree as follows:

AGREEMENT

In consideration of this agreement and mutual promises herein made and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the PARTIES, the PARTIES agree as follows:

1. TERM: The term of the SUPERINTENDENT'S employment shall be three (3) years, commencing July 1, 2008 and ending June 30, 2011.

2. COMPENSATION: The SUPERINTENDENT shall be paid, as salary, for the year July 1, 2008, through June 30, 2009, the sum of One Hundred Seventy Thousand (\$170,000) Dollars. Such salary shall be paid in twenty-six (26) bi-weekly installments, it being recognized and agreed that it may be necessary during a particular year to vary such pay schedule by one more or one less installment or pay period.

For each subsequent school year, the SUPERINTENDENT'S salary shall be determined by negotiations between the BOARD and the SUPERINTENDENT based upon the Board's evaluation of the SUPERINTENDENT'S performance during the prior school year. However, in no event shall the SUPERINTENDENT'S base salary for any twelve month period of employment be less than the amount of base salary received during the preceding twelve month period. The Superintendent's compensation for each subsequent twelve month period of employment shall be determined by the Board no later than June 30th in each year.

3. CERTIFICATION, RESIDENCY AND DUTIES OF SUPERINTENDENT:

a. The SUPERINTENDENT shall hold a valid certificate issued by the Department of Education of the State of New York to act as a Superintendent of Schools in the State of New York and that proof of such certification will be furnished to the District Clerk upon request. It is expressly understood that failure to hold and maintain such certification shall be cause for the immediate termination of this agreement and of the employment of the SUPERINTENDENT.;

b. The BOARD prefers that the SUPERINTENDENT live in the District. The SUPERINTENDENT shall make reasonable and good faith efforts to establish residency in the Bethlehem Central School District as soon as is practicable during the initial term of this contract. However, the SUPERINTENDENT and BOARD agree that his failure to establish residency in the District cannot be grounds for termination of his employment.

c. The SUPERINTENDENT shall have charge of the administration of the School District under the direction of the Board of Education and pursuant to the policies promulgated by said Board; he shall be the chief administrative officer of the District and shall perform all the duties and possess all the powers and authority now or hereafter imposed upon or granted to a superintendent of schools under the provisions of the Education Law or other applicable statutes, laws, rules and/or regulations and those duties and/or responsibilities established by the Board pursuant to such statutes, laws, rules and regulations.

d. During the term of this agreement, the SUPERINTENDENT shall faithfully, diligently and in accordance with accepted professional standards perform and discharge the duties and responsibilities of SUPERINTENDENT of the District as the same are set forth in the Education Law and other applicable statutes, laws, rules and/or regulations and the duties and/or responsibilities established by the Board pursuant to such statutes, laws, rules, and/or regulations.

e. The Board may, from time to time, prescribe additional or different duties and responsibilities for the SUPERINTENDENT, provided, however that the Board shall not, without the Superintendent's written consent, adopt a policy, by-law or regulation which impairs or reduces the duties and authority specified above; and, provided further, that all additional duties and responsibilities prescribed by the Board are consistent with those normally associated with the position of Superintendent of Schools in the State of New York. This provision shall continue in full force and effect during any period of suspension.

f. During the term of this Agreement, the SUPERINTENDENT shall devote his full time, skills, labor and attention to the performance and discharge of his duties and responsibilities; provided, however, that the SUPERINTENDENT may undertake consultation work, speaking engagements, writing, lecturing or other professional duties, obligations and activities, with or without remuneration, so long as such activities do not materially affect the performance and/or discharge of the SUPERINTENDENT'S duties and/or responsibilities under this Agreement and shall be considered to constitute either personal leave or vacation time.

g. The SUPERINTENDENT shall be notified of and shall have the right to attend all meetings of the Board, including executive sessions of the Board, except that the Board may exclude the SUPERINTENDENT from any portion of a meeting during which they are discussing his performance or salary.

h. The Board, individually and collectively, shall promptly and discretely refer to the SUPERINTENDENT, in writing for his study and recommendation, any and all criticisms, complaints, suggestions, communications or comments regarding the administration of the District or the SUPERINTENDENT'S performance of his duties.

i. Consistent with and pursuant to Education Law §211-B (5)(a) the superintendent

shall cooperate fully with any distinguished educators appointed by the Commissioner of Education.

4. BENEFITS: The SUPERINTENDENT shall receive the following benefits:

(a) Life Insurance: The DISTRICT shall pay the annual cost of a whole life insurance policy upon the life of the SUPERINTENDENT in the face amount of One Hundred Thousand and no/100 (\$100,000.00) Dollars.

(b) Health, Dental and Prescription Drug Insurance Plans: The SUPERINTENDENT shall be eligible to participate in the health insurance, dental insurance and prescription drug plan (except as otherwise provided herein) currently available pursuant to any group coverage offered through the DISTRICT.

The DISTRICT shall bear ninety percent (90%) of the cost of the individual health plan coverage for the SUPERINTENDENT and eighty percent (80%) of the cost of such coverage for dependents of the SUPERINTENDENT.

The DISTRICT agrees to contribute the sum of One Hundred Eighty and no/100 Dollars (\$180) per year toward the premium for individual dental coverage for the SUPERINTENDENT or Three Hundred Forty and no/100 Dollars (\$340) per year for family dental coverage should he elect to procure same, PROVIDED HOWEVER, that in no event shall the amount contributed by the DISTRICT for such coverage exceed the amount required to be contributed by the SUPERINTENDENT.

If the SUPERINTENDENT retires from the DISTRICT pursuant to his rights under the New York State Teachers' Retirement System ("NYSTRS"), the DISTRICT shall continue to provide health insurance to him and his spouse under a plan then available pursuant to any group coverage offered through the DISTRICT. Upon the SUPERINTENDENT's retirement from the

DISTRICT, the DISTRICT shall continue to pay 90% of the premium cost of an individual plan for the SUPERINTENDENT and 50% of the dependent coverage premium. This coverage shall only be available so long as the SUPERINTENDENT remains retired and is receiving a pension under the NYSTRS. If the SUPERINTENDENT shall die while in active service to the District or shall pre-decease his spouse in retirement, then his surviving spouse may continue coverage under the District's health insurance plan, at her sole expense.

(c.) Retirement Benefits: In the event the SUPERINTENDENT should retire from employment with the DISTRICT pursuant to the rules and regulations of the New York State Teachers' Retirement System after having completed at least ten (10) years of service to the DISTRICT, he shall be eligible for an Employers Non-elective contribution described herein.

Employer Non-Elective Contribution to 403(b) Plan

1. No Cash Option: The Superintendent may not receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s).

2. Employer Non-Elective Contribution: The Employer agrees to make an Employer Non-Elective Contribution to the 403(b) account for an eligible the Superintendent calculated as follows:

A benefit equal to \$65 for each accumulated sick day, provided, however, that in no event shall such benefit exceed \$25,000.

3. Contribution Limitations: In any applicable year, the maximum Employer Contribution shall not cause the Superintendent's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. In the event that the calculation of the Employer Non-elective Contribution referenced in the preceding paragraph exceeds the applicable Contribution Limit, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Superintendent. In no instance shall the Superintendent have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution.

4. Tier I Adjustments: As the Superintendent is not a Tier I member with membership prior to June 17, 1971, any Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

5. 403(b) Accounts: Employer contributions shall be deposited into the 403(b) account selected by the Superintendent to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the Superintendent does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then the Employer shall deposit contributions, in the name of the Superintendent, into the endorsed 403(b) program.

6. This contribution program shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Superintendent and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the parties.

7. This contribution program shall further be subject to the approval of the 403(b) Provider, which shall review the plan solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code. Upon request, the 403(b) Provider shall provide the Employer with a standard hold harmless agreement as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.

PROVIDED FURTHER, that the SUPERINTENDENT must notify the President of the Board of Education, or other person acting on behalf of said President, in writing, of his intention to retire at least six (6) months in advance of his retirement date or, if such retirement is to be effective on June 30, such notice must be given no later than the first day of January immediately preceding said June 30th. Any Retirement benefit payable pursuant hereto shall be paid on the first payday following the effective date of retirement, PROVIDED FURTHER HOWEVER, that in the event the District elects to implement a New York State early retirement plan for which the Superintendent qualifies, the Superintendent may select either the state early retirement incentive or the accumulated sick day benefit provided for herein, but may not receive both.

(d) Leaves of Absence: The SUPERINTENDENT shall be entitled to the following leaves of absence at full pay unless otherwise provided herein:

[i] Personal Sick Leave: Sixteen (16) days per year, which days may be accumulated from year to year if not used, credited on July 1st of each year. The SUPERINTENDENT shall carry with him, the days he has accumulated in the District as of June 30, 2008.

[ii] Family Sick Leave: In addition to the personal sick leave, the SUPERINTENDENT shall be entitled to six (6) days per year for illness in the immediate family which days shall not be cumulative from year to year. "Immediate family" for purposes hereof, shall include the SUPERINTENDENT'S wife, father, mother, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, grandfather-in-law, grandmother-in-law, grandchild or any other relative, by marriage or otherwise, living as a member of the SUPERINTENDENT'S household.

[iii] Death In the Immediate Family: In addition to personal sick leave, the SUPERINTENDENT shall be entitled to five (5) days per year to be used in the event of the death of an immediate family member as that term is defined in subparagraph "[ii]" immediately hereinabove and such leave shall not be cumulative from year to year.

[iv] Personal Leave: In addition to personal sick leave, the SUPERINTENDENT shall be entitled to three (3) days of personal leave per contract year to be used as he shall see fit and without the need of submitting any reasons for same, PROVIDED HOWEVER, except in the case of emergency, notice of his intent to utilize such leave shall be given to an Assistant Superintendent at least five (5) days prior to taking same, and PROVIDED FURTHER that such leave will not be cumulative from year to year but will, if not used, be added to the

SUPERINTENDENT'S cumulative sick leave.

[v] Jury Duty and Court Appearances: Attendance at Court or other legal proceeding result of being required to serve as a member of a jury panel or as the result of a subpoena or written request of a lawyer will be deemed an authorized court leave by the DISTRICT.

[vi] Professional Responsibilities: The SUPERINTENDENT, with prior approval of the BOARD, which approval will not be unreasonably withheld, may be granted a leave to attend conferences, meetings of professional groups and organizations, or for purposes of fulfilling obligations as an officer or director of a professional group or organization, PROVIDED HOWEVER, that attendance at such shall not be at the DISTRICT'S cost and expense unless otherwise provided herein or unless otherwise authorized by the BOARD upon application of the SUPERINTENDENT.

(e) Vacation: The SUPERINTENDENT shall receive twenty-five (25) days of vacation annually, exclusive of the District published holiday schedule, credited on July 1st of each year; except that for any year that the Superintendent does not work a full year, the vacation days shall be pro-rated (at the rate of two (2) days per month) for each month worked. All vacation must be taken within the fiscal year during which it is earned or within three (3) months thereafter. At the time of retirement, the SUPERINTENDENT may cash in up to ten (10) days of unused vacation leave at his then current daily rate of pay (1/260th).

(f) Professional Dues and Memberships: The DISTRICT shall pay the SUPERINTENDENT'S membership charges to the American Association of School Administrators, the New York State Council of School Superintendents, and such other

professional educational associations, with approval of the Board, as well as the expenses of his attendance at appropriate professional and/or business meetings at the local, state and national level, provided however that the cost of such membership or attendance shall not exceed the budget limit established therefore and provided further that SUPERINTENDENT shall file an itemized expense statement for each such item with the District Clerk.

(g) Flex Plan: The SUPERINTENDENT shall be able to participate in the district-provided cafeteria flex plan under IRC 125.

(h) The Board will provide the SUPERINTENDENT with a laptop for his district related business and incidental personal use, which shall be used in accordance with District policy.

5. AUTOMOBILE EXPENSES: The DISTRICT will reimburse the SUPERINTENDENT for use of his automobile for District business at the mileage reimbursement rate established from time to time by the DISTRICT for District employees.

6. PROFESSIONAL LIABILITY: The DISTRICT agrees that it will, to the extent allowed by law, defend, hold harmless and indemnify the SUPERINTENDENT from any and all demands, claims, suits, actions or legal proceedings including administrative proceedings brought against him in his individual or official capacity with the DISTRICT, provided the incident arose while the SUPERINTENDENT was acting within the scope of his employment, provided however that nothing contained herein shall be construed as rendering the individual members of the Board of Education personally liable to the SUPERINTENDENT for such indemnification or other obligations. The DISTRICT shall have the right to select the legal

counsel to be retained to represent the SUPERINTENDENT, provided however that such provision shall not apply where such legal counsel is provided pursuant to insurance coverage unless such coverage expressly allows selection or approval.

7. MEDICAL EXAMINATION: The SUPERINTENDENT agrees to have a comprehensive medical examination performed prior to the commencement of his employment as SUPERINTENDENT, by a duly licensed physician of his choice and to file a statement from the examining physician certifying his physical competency to perform his duties with the Clerk of the Board. Such statement will be treated as confidential information and shall not be discussed or released by any member of the Board of Education. Thereafter, the DISTRICT may require a medical examination, including a psychiatric examination, of the SUPERINTENDENT at any time it deems appropriate and the SUPERINTENDENT covenants and agrees that in such event he will cooperate in all respects in such examination and authorize the release of all medical or psychiatric findings and reports including test results, to the DISTRICT. Any cost for such annual medical examination not covered by the District sponsored health insurance plan shall be paid by the DISTRICT.

8. GOALS AND OBJECTIVES: On or before the 30th day of September of each school year the DISTRICT and the SUPERINTENDENT shall meet and establish the school district's goals and objectives for the then current school year.

9. EVALUATION: The BOARD, utilizing to the extent possible, a format mutually acceptable to the PARTIES, shall meet with, evaluate and assess in writing the performance of the SUPERINTENDENT at least once during each school year, provided

however that such evaluation and assessment shall in no event be later than the 30th day of June of the then current school year. Such meeting shall be deemed a personnel matter and shall be held in Executive Session. In the event the Board determines the performance of the SUPERINTENDENT to be unsatisfactory in any respect, it shall describe same in reasonable detail in writing, offer suggestions for improvement, and provide a copy of same to the SUPERINTENDENT. The SUPERINTENDENT shall have the right to respond to same in writing, and if either party so requests, a meeting held in Executive Session to discuss said evaluation report and his response. All such reports and responses shall become a permanent part of the SUPERINTENDENT'S personnel file.

10. AGREEMENT RENEWALS: On or before June 30, 2010 and on each or before each June 30th thereafter, the Board shall meet to consider extending the term of the Superintendent's employment for an additional one year period. At such time, a motion to extend the term of this Agreement for an additional one year period will be moved, seconded and voted upon by the Board. If the Board fails to so act by June 30, the Superintendent may require that it do so at its next regularly scheduled Board meeting. It is the parties' expectation that the Superintendent's term of employment will be renewed at the time of such Board consideration, provided the Superintendent has previously rendered competent and efficient service and faithfully discharged the duties of his/her position as described herein. This requirement may be waived upon written notice to the Board signed by the Superintendent.

Any extension of the term of the Superintendent's employment shall be in the form of an amendment to this Agreement; and shall be upon the same terms and conditions as herein set

forth unless otherwise agreed in writing by the parties.

11. TERMINATION: This contract may be terminated as follow:

A. Mutual agreement;

B. Retirement of the SUPERINTENDENT;

C. Disability of the SUPERINTENDENT:

(i) The Board reserves the right, during the SUPERINTENDENT'S term, in the event of his absence, illness, injury or other disability, to appoint an Acting Superintendent of Schools who shall temporarily perform the duties of Superintendent at the pleasure of the Board. In the event of such illness, injury or disability, the SUPERINTENDENT shall cause his physician(s) to make a written report to the Board of his condition, and shall, at the DISTRICT'S expense, submit to an examination by the Board's physician(s) designated for that purpose, at such reasonable time or times as the Board shall request.

(ii) In the event that by reasons of illness, accident or other cause beyond his control, the Superintendent shall be incapacitated from rendering the services required for a period of three (3) months beyond the expiration of his accumulated and unused leave entitlements, the Board may at its option and upon written notice to the Superintendent, terminate this contract.

D. Discharge:

(i) During the first two (2) years of his employment as SUPERINTENDENT, the SUPERINTENDENT shall be subject to discharge, at the discretion of the Board, upon written notice of the concern(s) and a reasonable opportunity to improve or correct such concern.

After such opportunity, the BOARD may terminate the SUPERINTENDENT'S employment, provided that the SUPERINTENDENT shall be entitled to full pay and benefits for a period of one (1) calendar year.

(ii) The SUPERINTENDENT shall also be subject to discharge for cause. Discharge for cause shall constitute conduct which is prejudicial to the DISTRICT, including but not limited to neglect of duty, immoral or unethical conduct or breach of contract. Notice of discharge for cause shall be given to the SUPERINTENDENT in writing and shall specifically set forth each and every act or acts constituting the basis for same. The SUPERINTENDENT shall be provided a hearing before the Board or an officer appointed for such purpose by the Board as to such charges, if the SUPERINTENDENT requests same within fifteen (15) days from the receipt of such notice. Such hearing shall be held in Executive or other closed session within thirty (30) days following such request. The SUPERINTENDENT shall be entitled to be represented by legal counsel of his choosing at his expense. He shall be entitled to confrontation of any witnesses against him and shall be afforded the right to examine them. He shall likewise be afforded the opportunity to subpoena any witnesses on his own behalf. A transcript shall be kept of the hearing and may be made by means of electronic recording or by a court stenographer, the cost of which in any event shall be that of the DISTRICT. The BOARD shall render its decision based solely upon the evidence presented at the hearing, PROVIDED HOWEVER, if such a hearing is held before a Hearing Officer appointed by the BOARD for such purpose in accordance herewith, such Hearing Officer shall, upon conclusion of such hearing, make written findings of facts and a recommendation as to action to be taken based

upon same, and the BOARD may consider such written findings and recommendations in rendering its decision.

E. Expiration of this contract

F. Death of the SUPERINTENDENT

12. GOVERNING LAW: This contract shall be construed and governed in all respects in accordance with the laws of the State of New York.

13. MODIFICATION, AMENDMENT OR WAIVER: A modification, amendment or waiver of any of the provisions of this contract shall be effective only if made in writing and duly subscribed by the parties hereto.

14. SAVINGS CLAUSE: In the event any provisions of this contract shall be held contrary to or invalid under any federal, state or local law or statute, such illegality or invalidity shall not affect in any way any other provision hereof and all other provisions of this contract shall remain binding and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Employment in duplicate the day and year first above written.

BETHLEHEM CENTRAL SCHOOL DISTRICT

BY: _____
James Lytle, President of the Board of Education

SUPERINTENDENT OF SCHOOLS

Dr. Michael Tebbano

BOARD RESOLUTION

BE IT RESOLVED that the Board of Education hereby appoints and employs Michael Tebbano as Superintendent of Schools, for the period July 1, 2008 to June 30, 2011 and further approves the Employment Agreement dated April __, 2008 setting forth the terms and conditions of such appointment and employment.

Don't forget - Each time your employment is renewed or extended, you must take the oath of office. A sample follows:

Oath of Office

_____ SCHOOL DISTRICT

_____, NEW YORK _____

STATE OF NEW YORK

COUNTY OF _____

I do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of New York, and that I will faithfully discharge the duties of the office of Superintendent of Schools, according to the best of my ability.

(Signature)

(Address)

Subscribed and sworn to before me this ___ day of _____, _____

Name and Title of Subscribing Officer

(School District) (County)

AMENDMENT TO EMPLOYMENT AGREEMENT
by and between
THE BETHLEHEM CENTRAL SCHOOL DISTRICT
and
DR. MICHAEL TEBBANO

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (this “Amendment”), made as of this 20th day of January, 2010 by and between the BETHLEHEM CENTRAL SCHOOL DISTRICT (the “District”) and DR. MICHAEL TEBBANO (the “Employee”).

WITNESSETH:

WHEREAS, the District and the Employee entered into a Employment Agreement, dated as of April __, 2008 (the “Agreement”), which set forth the terms and conditions of the Employee’s employment in the position of Superintendent of Schools; and

WHEREAS, the District and the Employee desire to modify certain terms and conditions of the Agreement for the 2010-2011 school year.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Amendment shall be effective as of July 1, 2010.
2. This Amendment amends the Agreement by revising the second paragraph of Section 4(b) to read:

The DISTRICT shall bear ninety percent (90%) of the cost of the individual health plan coverage for the SUPERINTENDENT and eighty percent (80%) of the cost of such coverage for dependents of the SUPERINTENDENT. Effective July 1, 2010, if a \$25 co-pay option for office visits or such other services becomes available under the District health plan in which the SUPERINTENDENT participates, then such \$25 co-pay shall apply to the SUPERINTENDENT.

3. Except as expressly modified in this Amendment, the District and the Employee hereby ratify and affirm the terms, provisions, covenants, conditions, rights, and obligations set forth in the Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment on the date set forth above.

The Bethlehem Central School District

Dr. Michael Tebbano

By: _____
James E. Dering
President of the Board of Education

AMENDMENT TO EMPLOYMENT AGREEMENT
by and between
THE BETHLEHEM CENTRAL SCHOOL DISTRICT
and
DR. MICHAEL TEBBANO

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (this “Amendment”), made as of this 20th day of January, 2010 by and between the BETHLEHEM CENTRAL SCHOOL DISTRICT (the “District”) and DR. MICHAEL TEBBANO (the “Employee”).

WITNESSETH:

WHEREAS, the District and the Employee entered into a Employment Agreement, dated as of April __, 2008 (the “Agreement”), which set forth the terms and conditions of the Employee’s employment in the position of Superintendent of Schools; and

WHEREAS, the District and the Employee desire to modify certain terms and conditions of the Agreement for the 2010-2011 school year.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

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2. This Amendment amends the Agreement by revising the second paragraph of Section 4(b) to read:

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3. Except as expressly modified in this Amendment, the District and the Employee hereby ratify and affirm the terms, provisions, covenants, conditions, rights, and obligations set forth in the Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment on the date set forth above.

The Bethlehem Central School District

Dr. Michael Tebbano

By: _____
James E. Dering
President of the Board of Education

AMENDMENT TO EMPLOYMENT AGREEMENT
by and between
THE BETHLEHEM CENTRAL SCHOOL DISTRICT
and
DR. MICHAEL TEBBANO

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment"), made as of this 31 day of March, 2011 by and between the BETHLEHEM CENTRAL SCHOOL DISTRICT (the "District") and DR. MICHAEL TEBBANO (the "Employee").

WITNESSETH:

WHEREAS, the District and the Employee entered into an Employment Agreement, dated as of April 2 2008 (the "Agreement"), which set forth the terms and conditions of the Employee's employment in the position of Superintendent of Schools; and

WHEREAS, the District and the Employee amended that Agreement by written amendment, dated January 20, 2010 ("First Amendment"); and

WHEREAS, the District and Employee further amended that Agreement by written amendment, dated ~~December~~ ^{January} 15, 2010 ("Second Amendment"); and

WHEREAS, the Superintendent has proposed maintaining his salary in 2011-2012 at the same salary level as he received in 2009-2010 and in 2010-2011; and

WHEREAS, the District and Employee desire to modify certain terms and conditions of the Agreement for the 2011-2012 school year.

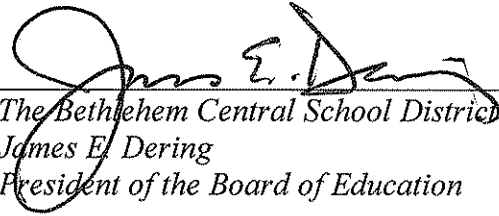
NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Amendment shall be effective as of July 1, 2011.
2. Section 2 of the Agreement shall be amended to continue the annual compensation of the Superintendent at One Hundred Seventy Thousand Dollars (\$170,000).
3. Except as expressly modified in this Agreement, the District and the Employee hereby ratify and affirm the terms, provisions, covenants, conditions, rights and obligations set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date set forth above.



Dr. Michael Tebbano



The Bethlehem Central School District
James E. Dering
President of the Board of Education