

**AGREEMENT OF EMPLOYMENT
BETWEEN
JODY MONROE
AND
THE BETHLEHEM CENTRAL SCHOOL DISTRICT**

THIS IS AN AGREEMENT OF EMPLOYMENT, made and entered into this 4th day of June, 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 **JODY MONROE** presently residing [REDACTED] hereinafter sometimes referred to as the “EMPLOYEE”, both parties sometimes hereinafter being collectively referred to as the “PARTIES”.

RECITALS

It is the mutual desire of the PARTIES to reduce to writing in a single document the basis and objectives of said employee’s continued employment as well as the terms and conditions of the EMPLOYEE’s employment in order to create and maintain an atmosphere of free expression and communication as well as an environment favorable to the advancement of excellence in the school district.

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: At the meeting of the Board of Education held on June 4, 2008, the EMPLOYEE was appointed to the position of Assistant Superintendent for Educational

Programs and Instruction, pursuant to a three (3) year probationary appointment effective July 1, 2008 and terminating June 30, 2011.

2. The term of this agreement is three (3) years, commencing July 1, 2008 and ending June 30, 2011. However, the term of appointment and employment of the EMPLOYEE is controlled by and subject to the New York State Education Law and the Rules and Regulations of the Commissioner of Education, and is not established by this Agreement or the District's resolution. No rights as to term of employment are conferred by this Agreement except those conferred by statute. During the term of his employment the EMPLOYEE is subject to termination in accordance to the Education Law and the Rules and Regulations of the Commissioner of Education.

2. COMPENSATION: Such salary shall be payable 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. The work year shall be twelve (12) months.

The District shall pay to the EMPLOYEE, for the 2008-2009 school year the annual salary of One Hundred Twenty Six Thousand (\$126,000) Dollars.

In addition to the above salary, the EMPLOYEE'S annual income for a particular year during the term hereof may be increased in accordance with an annual goal setting process designed to provide an opportunity for the EMPLOYEE and the Superintendent to mutually develop a planned professional growth program with a targeted outcome. If, in the sole judgment of the Superintendent, the targeted growth has been accomplished within the particular year involved, the EMPLOYEE shall receive an additional amount of compensation not to

exceed Seven Hundred Fifty and no/100 Dollars (\$750.00) which amount shall not be deemed to be included in the employee's base salary for any purpose.

3. CERTIFICATION AND DUTIES OF ASSISTANT SUPERINTENDENT OF EDUCATIONAL PROGRAMS AND INSTRUCTION: Jody Monroe shall hold and maintain all certification required by the Department of Education of the State of New York necessary for the involved position and shall have charge of the operation and administration of the said position as now or hereafter defined by the Board, under the direction of the Board of Education and the policies promulgated by said Board pursuant to the laws of the State of New York and the rules and regulations of the Commissioner of Education.

4. OUTSIDE ACTIVITIES: EMPLOYEE shall devote his time and energy to the business of the school district. However, employee may serve as a paid consultant, writer or speaker, provided any consultative services entered into shall not interfere with employee's professional responsibilities and shall be considered to constitute either personal leave time or vacation time, if with the permission of the Superintendent of Schools, such services are rendered during the usual school work day of the employee.

5. BENEFITS: The EMPLOYEE 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 EMPLOYEE in the face amount of One Hundred Thousand and no/100 Dollars, (\$100,000.00).

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

Employees may participate in either Par Plus, Secure Blue Preferred or the Capital District Physicians Health Plan. Effective July 1, 2008, the employer's contribution for two persons, families or domestic partners shall be 80%. Any indemnity or out of network benefit plan made available through the District will include a \$250/500 annual deductible with an out-of-pocket limit of \$2,500.00 per individual and \$5,000.00 per family, per year.

EMPLOYEE agrees to implement the separate drug program under a pharmacy benefit management company and to be responsible for payment of any contribution required by such plan for the purchase of generic or name-brand drugs pursuant thereto.

The DISTRICT agrees to contribute the sum of One Hundred Eighty and no/100 Dollars (\$180.00) per year toward the premium for individual dental coverage for EMPLOYEE or Three Hundred Forty and no/100 Dollars (\$340.00) for family dental coverage should EMPLOYEE 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 said EMPLOYEE.

If, after ten (10) years of service as an employee in the District, EMPLOYEE shall retire from active service in the DISTRICT pursuant to EMPLOYEE rights under the New York State Teachers' Retirement System, the cost of those coverages afforded in sub-paragraph (b) immediately hereinabove shall continue to be borne by the DISTRICT at the percentage level such were borne by the DISTRICT for retired tenured employees immediately prior to such retirement, for the duration of the life of said EMPLOYEE.

(c) Retirement Benefits: In the event EMPLOYEE should retire from employment in 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, employee shall be eligible for an Employers Non-elective contribution described herein.

Employer Non-Elective Contribution to 403(b) Plan

1. No Cash Option: The employee 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 employee 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 an employee'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 Employee. In no instance shall the Employee 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: For Tier I members with membership dates prior to June 17, 1971, an 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 employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee 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 Employer shall deposit contributions, in the name of the employee, 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 Employee 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.

Payment shall be made on the first payday following the effective date of retirement. If the District elects to implement any New York State provided early retirement incentive plan, the EMPLOYEE may select either the State incentive or the accumulated sick leave benefits provided for herein.

(d) Leaves of Absence: The EMPLOYEE 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.

[ii] Family Sick Leave: In addition to the personal sick leave, the EMPLOYEE shall be entitled to six (6) days per year for illness in the immediate family which days shall not be cumulative. "Immediate family" for purposes hereof, shall include the EMPLOYEE'S spouse, 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 said EMPLOYEE'S household.

[iii] Death In The Immediate Family: In addition to personal sick leave, the EMPLOYEE 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 EMPLOYEE shall be entitled to three (3) days of personal leave per contract year to be used as the employee shall see fit and without the need of submitting any reason for same, PROVIDED HOWEVER, except in the case of emergency, notice of intent to utilize such leave shall be given to the 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 EMPLOYEE'S cumulative sick leave.

[v] Jury Duty and Court Appearances: Attendance at Court or other legal proceeding as the 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 EMPLOYEE, with prior approval of the BOARD, which approval will not be unreasonably withheld, may be granted 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 Superintendent upon application of said EMPLOYEE.

(e) Vacation: The EMPLOYEE shall receive twenty-one (21) days of vacation annually, exclusive of the District published holiday schedule, and will earn one additional day of vacation for every 2 years of employment up to 5 days over the first 10 years of employment. 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 EMPLOYEE may cash in up to ten (10) days of unused vacation leave at his then current daily rate of pay (1/260th).

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

6. AUTOMOBILE EXPENSES: The DISTRICT will reimburse the EMPLOYEE for use of a personal automobile for District business at the mileage reimbursement rate established from time to time by the DISTRICT for District employees, or in the event such rate should not be established, then at the rate established by the Internal Revenue Service.

7. PROFESSIONAL LIABILITY: The DISTRICT agrees that it will, to the extent allowed by law, defend, hold harmless and indemnify the EMPLOYEE from any and all demands, claims, suits, actions or legal proceedings including administrative proceedings brought against employee in his individual or official capacity with the DISTRICT, provided the incident arose while said EMPLOYEE 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 said EMPLOYEE for such indemnification or other obligations. The DISTRICT shall have the right to select the legal counsel to be retained to represent said EMPLOYEE, provided however that such provision shall not apply where such

legal counsel is provided pursuant to insurance coverage unless coverage expressly allows selection or approval.

8. MEDICAL EXAMINATION: The DISTRICT may, at its expense, require a medical examination, including a psychiatric examination, of the EMPLOYEE at any time it deems appropriate and said EMPLOYEE covenants and agrees that in such event he/she 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.

9. EVALUATION: The Superintendent of Schools, utilizing to the extent possible, a format mutually acceptable to the PARTIES, shall meet with, evaluate and assess in writing the performance of the EMPLOYEE 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. In the event the Superintendent determines the performance of said EMPLOYEE to be unsatisfactory in any respect, he/she shall describe same in reasonable detail in writing, offer suggestions for improvement, and provide a copy of same to said EMPLOYEE. The EMPLOYEE shall have the right to respond to same in writing, and if either party so requests, a meeting to discuss said evaluation report and response. All such reports and responses shall become a permanent part of said EMPLOYEE'S personnel file.

10. TERMINATION: Except as set forth herein, expressly or otherwise, or unless otherwise provided by law, this contract be deemed terminated upon the death, retirement, resignation or termination of the EMPLOYEE.

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

12. MODIFICATION, AMENDMENT OR WAIVER: If a modification, amendment or waiver of any of the provisions of the 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: President, Board of Education

Jody Monroe

AMENDMENT OF AGREEMENT OF EMPLOYMENT
between
JODY MONROE
and
THE BETHLEHEM CENTRAL SCHOOL DISTRICT

WHEREAS, the Board of Education and Ms. Monroe entered into an Employment Agreement on June 4, 2008; and

WHEREAS, Ms. Monroe has served in the position of Assistant Superintendent for Educational Programs and Instruction for the 2008-2009 school year; and

WHEREAS, the Board of Education seeks to increase Ms. Monroe's salary effective July 1, 2009;

WHEREAS, the Board of Education at its annual meeting on July 1, 2009 approved a salary increase for Ms. Monroe;

NOW THEREFORE, the parties agree that:

1. Section 2, Compensation, shall be amended effective July 1, 2009 and Ms. Monroe will have an annual salary of One Hundred and Thirty Two Thousand and Three Hundred Dollars (\$132,300).
2. The Agreement shall not be changed in any other way.

Jody Monroe

Board of Education

Dated: _____

Dated: _____

AMENDMENT TO EMPLOYMENT AGREEMENT
by and between
THE BETHLEHEM CENTRAL SCHOOL DISTRICT
and
JODY MONROE

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 JODY MONROE (the “Employee”).

WITNESSETH:

WHEREAS, the District and the Employee entered into an Employment Agreement, dated as of June 4, 2008 (the “Agreement”), which sets forth the terms and conditions of the Employee’s employment in the position of Assistant Superintendent for Educational Programs and Instruction; 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 2 to state as follows:

Effective July, 1, 2010, the District shall pay to the EMPLOYEE an annual salary of One Hundred Thirty-Three Thousand, Six Hundred Twenty-Three Dollars and 00/100 (\$133,623.00).

3. This Amendment amends the Agreement by deleting the third paragraph of Section 2, a \$750.00 professional growth program allowance.
4. This Amendment amends the Agreement by revising the second paragraph of Section 5(b) to read:

Employees may participate in either Par Plus, Secure Blue Preferred or the Capital District Physicians Health Plan. Effective July 1, 2008, the District’s contribution for two persons, families or domestic partners shall be 80%. Any indemnity or out of network benefit plan made available through the District will include a \$250/500 annual deductible with an out-of-pocket limit of \$2,500.00 per individual and \$5,000.00 per family, per year. 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 EMPLOYEE participates, then such \$25 co-pay shall apply to the EMPLOYEE.

5. 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.

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

The Bethlehem Central School District

Jody Monroe

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

AMENDMENT TO EMPLOYMENT AGREEMENT
by and between
THE BETHLEHEM CENTRAL SCHOOL DISTRICT
and
JODY MONROE

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment"), made as of this 27 day of April, 2011 by and between the BETHLEHEM CENTRAL SCHOOL DISTRICT (the "District") and JODY MONROE (the "Employee").

WITNESSETH:

WHEREAS, the District and the Employee entered into an Employment Agreement, dated as of June 4, 2008 (the "Agreement"), which sets forth the terms and conditions of the Employee's employment in the position of Assistant Superintendent for Educational Programs and Instruction and

WHEREAS, the District and the Employee amended the Agreement on July 1, 2009 and on January 20, 2010; 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:

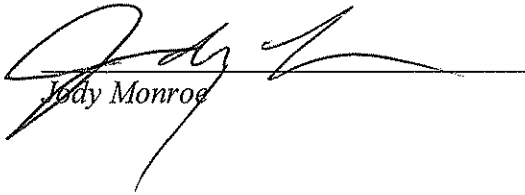
1. This Amendment shall be effective as of July 1, 2011.
2. This Amendment amends the Agreement by revising Section 5, Benefits, Subsection 7 (e), Vacation to state as follows:

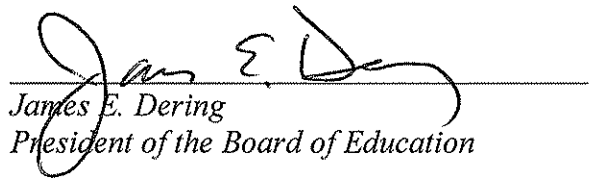
Effective July, 1, 2011, the EMPLOYEE shall receive twenty-six (26) days of vacation annually, exclusive of the District published holiday schedule. All vacation must be taken within the fiscal year during which it is earned or within three (3) months thereafter. At the time of retirement, the EMPLOYEE may cash in up to ten (10) days of unused vacation leave at her then current daily rate of pay (1/260th).

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.

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

The Bethlehem Central School District


Jody Monroe

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