

**EMPLOYMENT AGREEMENT  
BETWEEN THE BOARD OF EDUCATION OF THE  
WATERVLIET CITY SCHOOL DISTRICT  
AND  
DR. LORI CAPLAN**

**January 13, 2012 – June 30, 2015**

AGREEMENT, made this 3 day of January, 2012, by and between **THE BOARD OF EDUCATION OF THE WATERVLIET CITY SCHOOL DISTRICT**, Albany County, New York (hereinafter, "the Board") and **DR. LORI CAPLAN**, residing at 2908 Riverview Drive, Green Island, New York 12183 (hereinafter, "the Superintendent").

**1. Offer of Employment.**

The Board, pursuant to its authority granted under the New York Education Law and, in accordance with a Resolution duly moved, seconded and adopted at a meeting held on December 14, 2011 hereby offers to employ Dr. Lori Caplan as the Superintendent of Schools of the District, upon the terms and conditions set forth in this new Agreement for employment.

**2. Acceptance by Superintendent.**

The Superintendent hereby accepts said offer of continued employment under this Agreement and agrees to perform, to the best of her ability, the duties of such position.

**3. Term of Employment.**

a) **Term.** The Superintendent's new term of employment shall be for a three (3 ½) year six month period, commencing on January 9, 2012 and terminating on June 30, 2015, unless further extended or sooner terminated as hereinafter provided.

b) **Future Extension.** Prior to June 30, 2014, the Superintendent shall notify the Board, in writing, of her desire to remain in the position of Superintendent for an additional year beyond the remaining term under this Agreement. Thereafter, and prior to July 31, 2014, the

Board shall meet, in Executive Session, to determine whether it is inclined to accept the Superintendent's offer to remain in the position of Superintendent for an additional year beyond the term of the Agreement. The President of the Board shall thereafter inform the Superintendent of the Board's preliminary determination. If either party fails to exercise their option to extend the Agreement on or before August 31, 2014, the Agreement will expire on its normal expiration date of June 30, 2015. Any extension of the term of the Superintendent's employment shall be in the form of an amendment to this Agreement; shall be upon the same terms and conditions as herein set forth, unless otherwise agreed upon, in writing, by the parties.

c) **Further Amendments.**

The parties may from time to time, agree to further amendments to any of the compensation, terms and conditions of employment contained herein. Such amendments shall be in writing and approved by the Board at a meeting of the Board.

**4. Superintendent's Duties and Responsibilities.**

a) The Superintendent shall be the Chief Executive Officer of the District and shall perform all the duties of, and possess all of the authority now or hereafter imposed upon, or granted to, a Superintendent of Schools, under Section 2508 of the Education Law or other statutes of the State of New York, or by rule or regulation of the Commissioner of Education of the State of New York.

b) The Board may, from time to time, prescribe additional duties and responsibilities for the Superintendent provided, however, that all additional duties and responsibilities prescribed by the Board shall be consistent with those normally associated with the position of Superintendent of Schools in the State of New York.

c) With respect to their relationships to one another, and in determination of their respective powers and duties, the parties acknowledge that they are both subject to the Laws of the State of New York and the applicable rules and regulations of the Board of Regents and the Commissioner of Education of the State of New York.

d) The Superintendent shall provide the Board with annual, written evaluations of the members of the Administrative Staff.

**5. Board and Superintendent Referral.**

The Board, individually and collectively, shall promptly and discreetly refer to the Superintendent, for her study and recommendation, and any and all criticisms, complaints, suggestions, communications or comments regarding the administration of the District or the Superintendent's performance of her duties. Similarly, the Superintendent shall promptly advise the Board of such developments or incidents which could adversely effect the administration, operation, or mission of the District.

**6. Cooperation with Distinguished Educator.**

The Superintendent shall be required to cooperate fully with any distinguished educator appointed by the Commissioner of Education pursuant to Section 211(c) of the Education Law.

**7. Certification.**

The Superintendent shall possess and maintain, as a condition of continuing employment, throughout the term of her employment with the District, a valid certificate to act as a Superintendent of Schools in the State of New York.

**8. Remuneration/Salary.**

The Superintendent's annual salary shall be paid in equal installments in accordance with the standard payroll practices of the District.

a) **First Year of the Agreement:** The Superintendent's annual salary, for the period from January 9, 2012 through January 8, 2013 (the first twelve month (12) period of the Agreement), shall be at a rate of One Hundred Thirty Thousand Dollars (\$130,000.00).

b) **Succeeding Years of the Agreement:** The Superintendent's annual salary for the second twelve (12) month period and for each succeeding twelve (12) month period throughout the term of this Agreement or any extension thereof shall be determined by the Board in advance of the commencement of each such period. However, in no event shall the Superintendent's annual salary be reduced from the amount received by her during the preceding twelve (12) month period. Such future salary and other compensation-related determinations by the Board shall be based upon criteria to be mutually established by the parties and shall include, but not be limited to, the results of the annual performance review of the Superintendent as well as achievements made toward the attainment of District-wide goals in student performance and improvements in the operations of the District.

c) **Other Increases.** Any further increase in the Superintendent's compensation or benefits, other than as stated in this Agreement, shall be in the form of an amendment to this Agreement and it shall not be considered that the Board and the Superintendent have entered into a new agreement, unless expressly stated in writing, signed by both parties hereto.

9. **Residence.**

The Superintendent currently resides in a district contiguous with the boundaries of this District and such residence is acceptable to the Board. The Superintendent agrees however, that should she choose to relocate during the term of employment, she will then reside within the District or at a location no greater than ten (10) miles from the District offices.

**10. Performance Evaluation.**

The Board shall provide the Superintendent with periodic opportunities during the year to discuss Superintendent-Board relationships. The Superintendent and the Board will confer during each school year to discuss perceived strengths and weaknesses relating to the assessment of the Superintendent's performance and working relationship with the Board. In addition to the above, the Board, with written input from the Superintendent concerning the form to be utilized, will provide her with an annual review and evaluation of her performance based upon relevant factors and other mutually-agreed upon criteria, and will take into account any information received from the Superintendent. The annual review by the Board will take place prior to May 1 of each year and will be conducted in Executive Session. The evaluation shall be in writing and executed by the President of the Board on behalf of its members. A copy of the document will be provided to the Superintendent and she shall have the opportunity to discuss its contents and her comments regarding same, with the Board.

It is further understood and agreed that the Superintendent's annual written evaluation of the other Administrative personnel employed by the District shall be completed and forwarded to the Board prior to the annual evaluation of the Superintendent by the Board.

**11. Life Insurance Premium Contribution.**

Subject to her insurability and eligibility for same, during the term of this Agreement, the District shall annually pay or reimburse the sum of Two Hundred Eighty-Seven Dollars (\$287.00) toward the premium cost of a whole life or term insurance policy selected or maintained by the Superintendent. Such death benefit provided by the policy shall be payable to the beneficiary selected by the Superintendent.

**12. Sick Leave and Family Illness Leave.**

Upon commencement of services under this Agreement, the Superintendent shall be credited with 118 days of sick leave as a carryover of accumulated sick leave earned in her previous position with the District. In addition to such credited sick leave, the Superintendent shall receive twenty (20) days of sick leave upon completion of each twelve (12) months of employment with the District throughout the term of this Agreement. The Superintendent shall be entitled to accumulate unused sick leave but shall not be entitled to payment for unused sick leave during the period of employment with, or upon her separation from, the District.

Up to five (5) days per year from the paid sick leave allowance will be available to the Superintendent as family illness leave days.

**13. Vacation Leave.**

Upon commencement of services under this Agreement and annually upon completion of each twelve (12) months of employment during the term of this Agreement the Superintendent shall be entitled to twenty (20) vacation days per year which may be utilized upon advance notification to the Board President. The Superintendent shall be entitled to accumulate, or be paid for, portions of unused vacation leave during the period of this Agreement as noted below.

The Superintendent will be allowed to carry over up to ten (10) unused vacation days each year of this Agreement on a non-cumulative basis. Alternatively, the Superintendent shall be entitled to be compensated for up to ten (10) accumulated unused vacation days, at her per diem rate. Upon being compensated for these days, they shall be considered to have been utilized by the Superintendent, and shall not subject to being carried over to the next year. In the event of separation of employment or if this Agreement is terminated in accordance with its terms, or upon expiration of this Agreement, the Superintendent shall be entitled to a lump sum

payment of unused vacation days up to a maximum of sixty (60) days to be paid at the Superintendent's daily rate at the time of payment.

**14. Personal Leave.**

Five (5) days per year will be available to the Superintendent as personal leave days to attend to matters which may not normally be addressed or attended to during non working time. Such days may not be accumulated or carried over.

**15. Bereavement Leave.**

The Superintendent shall be entitled to five (5) days leave as a consequence of a death in the immediate family of the Superintendent.

**16. Maintenance of Records of Leave Time Usage.**

Periodically, as determined by the Board, but at least annually by June 30 during each year of this Agreement, the Superintendent shall supply the Board President with a written report indicating the Superintendent's usage of such vacation, sick, family illness, and personal leave allowances during the applicable period. Such records of usage shall be maintained by the District.

**17. Health, Dental and Vision Insurance Coverages.**

During the term of employment under this Agreement, the Board shall pay for and the Superintendent shall receive health, dental and vision insurance coverages and benefits, to be provided by carriers as selected by the Board. Throughout the term of this Agreement, the Board shall pay 90% of the total premium cost for the Superintendent's individual insurances as noted above, and, if applicable, 90% of the total premium cost for the above-noted insurances for the Superintendent's lawful dependents. The Superintendent agrees to pay ten percent (10%) of the total premium cost for applicable individual and dependent coverage noted above.

**18. Professional Dues.**

The Board shall pay the Superintendent's dues for membership and related fees in the New York State Council of School Superintendents (NYSCOSS) and the American Association of School Administrators (AASA), up to a maximum of \$2,500.00 annually. The Superintendent will be required to file an itemized statement with the Board of Education for such expenses.

**19. Conference Expenses.**

The District shall pay reasonable and necessary expenses for the yearly attendance of the Superintendent of Schools at both the fall and winter conferences sponsored by the New York State Council of School Superintendents (NYSCOSS). The Board is authorized, within its discretion, and subject to budgeted allotments, to reimburse the Superintendent for expenses incurred in connection with attendance by the Superintendent at other professional conferences, seminars and meetings on a national, state or local level. Such expenses may be paid upon presentation of an itemized accounting of such expenditures. Pre-approval of the Board will be required for attendance at such events and payment of expenses.

**20. Other Business-Related Expenses.**

The District shall pay or reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of her duties under this Contract as permitted by state law and as approved by the District in the annual budget. Such expenses include, but not be limited to, travel, meals, lodging and attendance at meetings, etc., relating to the performance of her duties or other requirements for the District. In addition, the Superintendent will be provided with a fixed monthly payment of Seventy Dollars (\$70.00) for a cell phone to be utilized by the Superintendent in carrying out her duties. Further, the Superintendent will be supplied with a District owned laptop or other suitable mobile

computing device for her school business related duties during her employment. Said laptop or other device shall be returned to the District upon any separation from employment in good working order.

**21. Disability Income Insurance.**

During the term of this Agreement, and subject to her eligibility for same, the Board will provide the Superintendent coverage under the District's group disability income insurance plan or such other disability income insurance plan mutually agreed upon by the parties. One hundred percent (100%) of the premium will be paid or reimbursed by the Board up to a maximum of One Thousand Two Hundred Fifty-Three Dollars (\$1,253.00) annually. The plan or policy selected shall have a minimum waiting period of sixty (60) days.

**22. Holidays.**

The Superintendent shall be entitled to paid holidays for such legal holidays as annually recognized by the District as well as for the day after Thanksgiving and the day after Christmas.

**23. Medical Examination.**

In addition to its rights under Section 913 of the Education Law, annually, the Board may request, and the Superintendent agrees to undergo, a comprehensive medical examination with net costs, after insurance, to be borne by the Board. Written reports of the examination shall be made available to the Board by the Superintendent, in Executive Session, and shall indicate, in the physician's opinion, whether the Superintendent is able to perform the essential functions of her position. Such reports shall be deemed confidential medical records. The examination shall be conducted by the District's physician or by such other qualified specialist as determined by the Board.

**24. Defense and Indemnification of Superintendent.**

To the extent permitted by law, the Board shall defend, save harmless, and protect the Superintendent from financial loss arising out of any claim, demand, action, suit or judgment under circumstances covered by Sections 3023, 3028 and 3811 of the Education Law, as well as those covered by Public Officers Law Section 18, provided the Superintendent was acting in good faith, in the discharge of her duties and within the scope of her employment and/or under the direction of the Board, when the alleged action(s) occurred. If it has not already adopted a resolution to provide defense and indemnification pursuant to Public Officers Law Section 18, the Board agrees to adopt such resolution as soon as practicable. The Board shall not be so obligated unless the Superintendent shall, within five (5) days of the time she is served with any summons, complaint, process, notice, demand or pleading, notify in writing and deliver the original of said document, or an accurate copy thereof, to the Board.

**25. Other Work.**

The Superintendent shall devote her full time, skill, labor and attention to the discharge of her duties during the term of this Agreement provided, however, that, with advance approval of the Board, she may undertake incidental or intermittent consultative work, speaking engagements, writing, lecturing or other professional duties, obligations and activities, with or without remuneration, so long as such activities do not interfere with the full and faithful discharge of the Superintendent's duties and responsibilities as specified herein or present a conflict with the mission of the District.

**26. Termination.**

This employment Agreement may be terminated prior to its expiration by:

a) Written agreement of the parties upon such terms and conditions mutually agreed upon;

b) Retirement of the Superintendent;

c) Resignation by the Superintendent (at least ninety (90) days' advance written notice must be given to the Board);

d) Disability of the Superintendent. The Board may terminate this Agreement by written notice of the Superintendent at any time after the Superintendent has exhausted any sick leave and such other accumulated leave as may be available, and has been continuously absent from her employment, for whatever cause, for a period of forty-five (45) calendar days. If a question exists concerning the capacity of the Superintendent to return to her duties, the District may require the Superintendent to submit to a medical examination to be performed by a physician duly licensed to practice medicine in the State of New York and selected by the Board. Such examination shall be conducted at the expense of the District. The physician shall limit his/her report to the issue of whether the Superintendent has a continuing disability which prohibits her from performing the essential functions of her duties, in a satisfactory manner. The Board may also, in its discretion, choose to provide the Superintendent with additional unpaid leave of absence.

e) Discharge for cause. The Superintendent shall not be discharged, without just cause. "Just cause" shall include: acts of immoral character, incompetence, inefficiency, insubordination, physical or mental disability, failure to maintain appropriate certification, neglect of duty or conduct unbecoming an administrator. Such discharge may be made upon a determination that sufficient grounds exist, or, if requested by the Superintendent, following a hearing conducted by an impartial hearing officer, following fifteen (15) days' written notice.

Charges against the Superintendent will be in writing. The impartial hearing officer shall be selected by the Board and shall be chosen from a list of potential arbitrators supplied by the American Arbitration Association. The hearing shall be held in Executive Session, unless both parties agree, in writing, to public hearing. The Superintendent shall have the right to be represented, at her own expense, by counsel. The Superintendent shall have the right to present, cross-examine and subpoena witnesses and to subpoena documents and other tangible evidence. The hearing officer shall determine all matters relating to the procedures for the hearing, including whether or not a transcript or other contemporaneous record shall be used.

Upon conclusion of the hearing, the impartial hearing officer shall provide the Board with the record of the hearing and with written advisory recommendations and findings of fact regarding the charges and suggested conclusions. The advisory recommendations shall also contain recommended penalties, if any. The Board shall consider the recommendations and findings of fact, as provided by the hearing officer, together with the record of proceedings in making its determination. The determination of the Board shall be final and binding upon the parties, subject only to such rights of appeal as provided by law.

**27. Complete Agreement.**

The parties agree that this document represents the full, final and complete Agreement in this matter. No additions, deletions or modifications of any of the terms or conditions contained herein will be effective unless such changes are mutually agreed upon, in writing, by the parties.

**28. Severability.**

If any provision of this Agreement or the application thereof to any person or circumstances, is adjudged invalid by a court of competent jurisdiction, the Commissioner of Education, or other administrative agency, such judgment or ruling shall not affect or impair the

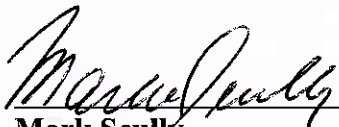
validity of the other provisions of the Agreement or the application thereof to other persons and circumstances.

Similarly, should the Legislature or Congress enact any law, or should said agencies modify any rules that conflict with or impair the validity of any provision herein, or the application thereof to any person or circumstances, such action shall not affect or impair the validity of the other provisions of this Agreement or the application thereof to other persons or circumstances.


**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year first set forth above.

**WATERVLIET CITY SCHOOL DISTRICT**

Dated: 1/4, 2012

By:   
**Mark Scully**  
**President, Board of Education**

Dated: Jan 4, 2012

By:   
**Dr. Lori Caplan**  
**Superintendent of Schools**

Dated: Jan 4, 2012

ATTEST:

By:   
**Bernadette Boardman**  
**Clerk, Board of Education**

**CLERK'S CERTIFICATION**

This is to certify that this Agreement was approved and the execution hereof, on behalf of the Board of Education, was authorized by vote of the Board of Education of the Watervliet City School District at a public meeting duly held on \_\_\_\_\_, 2012, and has been made a part of the minutes of that meeting.

\_\_\_\_\_  
School District Clerk