

EMPLOYMENT AGREEMENT

BY AND BETWEEN THE BOARD OF EDUCATION OF THE TUXEDO UNION FREE SCHOOL DISTRICT, with offices at Tornado Drive, Tuxedo, New York, hereinafter referred to as “the Board”, and **JASON SCHRAMMEL**, residing at _____, New York, hereinafter referred to as “Mr. Schrammel” or “the Superintendent” or “Employee No. 63025”, made this ____ day of _____, 2025.

RECITALS

WHEREAS, the Board of Education of the District has offered to employ Jason Schrammel as the chief executive and administrative officer of the Tuxedo Union Free School District (“the District; and

WHEREAS, Mr. Schrammel 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 Mr. Schrammel’s employment by the District as Superintendent of Schools 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:

I.

TERM OF OFFICE

1. In accordance with the resolution passed by the Board of Education of the District at its meeting of June 30, 2025, the Superintendent’s term of employment shall be from a time as determined by said Board, in its sole discretion, during the 2025-26 school year through June 30, 2029, so long as there is a vacancy in the position of Superintendent of Schools.

II.
DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT

1. The Superintendent shall be the chief administrative officer of the District and shall perform all of the duties of and possess all the 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.
2. 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 Schools of the Tuxedo Union Free School District as the same are set forth in 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.
3. The Superintendent shall fulfill all aspects of this Agreement in a legal, ethical and moral manner.
4. Without limiting the foregoing, the Superintendent shall have the specific authority, right and responsibility to:
 - a. Organize and reorganize the administrative and supervisory staff, including instructional and non-instructional personnel, in a manner which in the Superintendent's judgment best serves the District;
 - b. Make recommendations to the Board as a prerequisite to either the appointment or the termination of employment of instructional and non-instructional personnel;
 - c. Supervise and direct associate, assistant and other superintendents, directors, supervisors, principals, teachers and all other persons employed in either the business management

or the instructional activities of the District;

- d. Transfer teachers from one school to another, or from one grade of a course of student to another grade in such course; and
 - e. With respect to their relationships to one another and the 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 applicable rules and regulations of the Board of Regents and the Commissioner of Education of the State of New York.
5. The Board may, from time to time, prescribe additional or different duties and responsibilities for the Superintendent, provided, however, 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.
 6. The Superintendent represents that he will, throughout the term of this Agreement, hold a valid certificate 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. It is expressly understood that failure to hold and maintain such certification shall be caused for the immediate termination of this Agreement and of the employment of the Superintendent as Superintendent of Schools.
 7. The Superintendent shall be notified of and shall have the right to attend all meetings of the Board, including executive sessions, except that the Board may exclude the Superintendent from any meeting or portion of a meeting during which they are discussing his performance or salary, or matters leading to the employment of his successor.
 8. The Board shall inform the Superintendent, in executive session, of any significant criticisms of his job performance which the Board has received in writing from external sources or matters of significant concern to the Board which it expects the Superintendent to address on

a current basis. Failure by the Board to so inform the Superintendent shall not be deemed a breach of this Agreement.

9. The Superintendent agrees to have a comprehensive medical examination performed within thirty (30) days of the commencement of this Agreement, as well as once during each twelve-month period of his employment, 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. Any cost for such annual medical examination not covered by the District sponsored health insurance plan shall be borne by the District, up to \$500.00 annually. This provision is not intended to limit in any manner the Board's rights to direct a medical examination pursuant to §913 of the Education Law.

III. COMPENSATION

1. The Superintendent shall be paid at the annual salary rate of \$285,000 during the 2025-26 school year. Salary for subsequent school years of this agreement shall be determined by no later than June 30th each year for the school years commencing with the salary for the 2026-27 school year.
2. In no event will the Superintendent's salary be less than 10% above the next highest paid employee in the District.
3. During the subsequent school years of this Agreement, the Superintendent's annual compensation shall be increased by a minimum, matching the Tuxedo Teachers Association Contract or greater, each July 1st hereafter, commencing with July 1, 2026, provided that the Superintendent's evaluation rating for the preceding school year was not ineffective.
4. All compensation, less deductions required by law or authorized by the Superintendent, shall be paid in equal installments in the same manner as salary is paid to other certified District employees.

5. The Superintendent's gross annual salary shall not be reduced from the previous year's amount upon annual review and determination.

IV.

ANNUAL GOALS, OBJECTIVES, AND EVALUATION

1. Within a reasonable time after the commencement of his employment and, thereafter on or before September 1st of each subsequent school year of this Agreement, the Superintendent shall provide to the Board a written statement of the annual goals and objectives which the Superintendent intends to concentrate on during the upcoming school year. Such goals and objectives shall be discussed with the Board at a regularly scheduled meeting and a consensus will be reached. If the parties cannot agree on the written statement of goals and objectives, it shall meet with the Superintendent to form mutually acceptable goals and objectives. If the Superintendent fails to provide such goals and objectives to the Board in accordance herewith, then the Board may determine such goals and objectives and shall provide same to the Superintendent by October 15th.
2. The Superintendent will provide the Board a mid-year assessment of the Superintendent's progress towards achieving the goals and objectives on or before February 1st of each year that he is employed as Superintendent. The Superintendent will also provide with a mid-year budget to actual expense report assessing the District's overall financing standing. The Superintendent will be notified, in writing, of any changes or modifications which the Board would like reflected in the goals or budgetary items, and the Superintendent shall concentrate on those areas for the remainder of the school year.
3. The Board shall devote at least a portion of one meeting during the month of April in each year of the Superintendent's employment by the District to an evaluation in executive session of his performance and his working relationship with the Board. The evaluation shall be based upon performance criteria as mutually established by the Board and the Superintendent by September 1st of each year, which shall be reduced to writing in a form mutually agreed upon by the parties. The

Superintendent shall be provided with a copy of the written evaluation at least five (5) business days prior to the executive session of the Board scheduled to discuss such evaluations.

4. The Board may use the mid-year assessment and the end of the year evaluation to inform the Superintendent of any concerns it may have. The Board will inform the Superintendent of any significant complaints or concerns on an ongoing basis as they occur. Any assessment or performance evaluation prepared pursuant to this paragraph shall be confidential to the extent permitted by law, and shall be kept so by the Board and individual Board members.

V. BENEFITS

1. Sick Leave

- a. The Superintendent shall be credited with thirty (30) sick leave days upon commencement of employment for the purpose of use only. Effective July 1, 2025, the Superintendent will have ten (10) of these sick leave days deducted from his sick leave accumulation each year until the thirty (30) days of sick leave are extinguished.
- b. The Superintendent shall be entitled to fifteen (15) sick leave days per school year, credited on July 1st of each year (pro-rated for less than a full school year).
- c. Unused sick leave days may be accumulated by the Superintendent from year to year, cumulative to a maximum of 120 days.
- d. The Superintendent shall be entitled, upon retirement from the District for the purpose of receiving benefits from the New York State Teachers' Retirement System, to convert up to 120 unused and accumulated sick leave days at the rate of \$100.00 per unused sick leave day, up to the 120 day maximum.

- e. The Superintendent shall report all absences to the President or Vice-President of the Board as soon as possible.

2. **Non-Cumulative Leave**

A. **Bereavement Leave:**

- a. Death in the Immediate Family (defined as parents and parents-in-law, children and grandchildren, brothers and sisters and their spouses, spouse or relatives living in the immediate household): Paid leave for each death shall be granted for the first three (3) school days of absence.
- b. Death in the Extended Family (defined as aunts, uncles, nephews, nieces and cousins): Paid leave for each death shall be granted for the first three (3) school days of such absence.
- c. The Superintendent may make a request to the Board for additional bereavement leave, if necessary.

B. **Personal Leave:** The Superintendent shall be entitled to paid leave not to exceed four (4) days of personal leave each school year for the purpose of conducting urgent personal business which cannot be attended to during other than work hours. Whenever possible, the Superintendent shall notify the Board President of his intended use of personal leave at least forty-eight (48) hours prior to the date of such leave. Unused personal days shall be converted into sick leave at the conclusion of each school year.

C. **Jury Duty:** The District shall pay the Superintendent while on jury duty. However, any money received by the Superintendent from third parties for jury service (except for travel or food) shall be assigned back to the District.

D. **Vacation Leave**

- a. The Superintendent shall be entitled to twenty (20) days of paid vacation each school year, exclusive of legal holidays, credited on July 1st of each school year. Vacation leave shall be utilized

primarily during the summer months and the Superintendent shall inform the Board President when vacation days are scheduled to be taken. Except as provided herein, vacation leave must be taken in the school year credited and cannot be accumulated during the term of this Agreement except that five (5) days, up to a maximum of forty (40) days, may be carried over and accumulated. The Superintendent shall be entitled to a pay-out for up to ten (10) vacation days at the end of each school year, at the rate of 1/240th of his annual compensation for each such day. Upon retirement from the District for the purposes of receiving benefits from the New York State Teachers' Retirement System, the Superintendent shall be paid for any unused accumulated vacation days, up to forty (40) such days, at 1/240th per day of his then current salary.

b. In the event the Superintendent has unused vacation leave at the time his employment with the District terminates, he shall be paid at the rate of 1/240th for each such unused accumulated day; in any year that the Superintendent does not work a full year, the vacation days credited, for purposes of accumulation and this pay-out, shall be pro-rated, at the rate of 1.67 days per month, for each month worked.

E. **Holidays:** In addition to any other leave provided herein, the Superintendent shall be entitled to those legal holidays recognized by the Board in the District's calendar. The Superintendent is not expected to work during recess periods when school is closed unless there is urgent District business that must be attended to.

F. **Work Year/Work Day:** The Superintendent shall work a twelve-month work year, and a professional work day dictated by his responsibilities.

G. **Summer Hours:** The Superintendent may work a six-hour workday, including lunch, from 9:00 A.M. to 3:00 P.M. during the months of July and August unless additional time is required for the Superintendent to perform the duties of his

position. In the event that the Board implements a four-day summer work week, the Superintendent shall be entitled to work an eight hour workday, including lunch, from 8:00 A.M. to 4:00 P.M., four-day summer work week.

H. Insurance:

- a. **Flexible Benefits Plan:** The Superintendent shall be entitled to participate in the District’s §125 Internal Revenue Code Flexible Benefits Plan.
- b. **Health Insurance:** The Superintendent shall be entitled to individual or family health insurance coverage, at the Superintendent’s option as circumstances warrant, under the District’s health insurance program while actively employed in the District, with the following payments toward premiums:

	District	
Superintendent		
Eff. 2025-26	85.5%	14.5%

If the Superintendent chooses to opt-out of the District’s health insurance plan during any year of this Agreement, the Superintendent shall receive a payment equal to one-half of the payment to be made on his behalf. To be entitled to the payment herein, the Superintendent must produce proof of health insurance coverage from another source at the time of application for opting-out. Re-entry into the District’s health insurance plan shall be governed by the rules of the plan.

- c. **Health Insurance in Retirement:** Should the Superintendent retire from the service of the District for the purposes of receiving retirement benefits from New York State Teachers’ Retirement System, after having served as Superintendent for at least seven (7) year, the District shall pay 70% toward the

cost of the premium for the Superintendent and, after at least ten (10) years, the District shall pay 80% toward the cost of the premium for the Superintendent, with the Superintendent contributing the remaining percentages. Should the Superintendent wish to include his spouse, he may do so at his full expense.

The Board shall not provide the Superintendent or his spouse with reimbursement for Medicare Part B premiums upon reaching the age of 65. This paragraph shall survive the term and be enforceable after the termination of this Agreement.

- d. **Dental/Vision Insurance:** The Board shall provide the Superintendent with individual or family dental and vision insurance in the District's plan at no cost to the Superintendent.
- e. **Life Insurance:** The Board shall pay up to \$500.00 annually towards the cost of the premium for a life insurance policy for the Superintendent. Payment for the cost of such policy shall be made upon submission of proof of payment of the premium by the Superintendent.
- f. **Tax Sheltered Annuity:** The Superintendent shall be entitled to participate in the tax sheltered annuity program provided by the District.
- g. **Moving Expenses:** The District will pay up to \$7,500.00 towards the cost incurred by the Superintendent in moving to a home within the District or within thirty-five (35) miles of the District, if his current residence is not so situated, upon submitting three (3) estimates from moving companies.

I. **Expenses:**

- a. **General:** Within budgetary appropriations and consistent with applicable Board policies, the Superintendent is authorized to incur reasonable expenses in the discharge of his duties, including but not limited to expenses for travel and lodging; attendance at professional conferences and meetings;

professional membership dues and similar items related to his employment.

- b. **Membership Fees:** The District shall pay 100% of the Superintendent's annual membership fees in up to three (3) professional associations of his choice, provided that such memberships are directly related to his responsibilities as Superintendent, as well as any local Superintendents' association; and similar items related to his employment.

- c. **Conferences:** The Superintendent may attend such professional conferences each school year at the local and state levels and/or national levels, and such fees for said conferences shall be incurred by the District. Attendance at such conferences will not be charged against any leave allocation provided herein. For any conference, meeting or workshop that requires an overnight stay, prior Board approval is required; except that the NYSCOSS statewide conferences and NYSCOSS New Superintendents program do not need Board approval. The expenses described above shall be reimbursed upon submission of an itemized account of such expenditures within sixty (60) days of incurring such expenses. Reimbursement will be made within sixty (60) days of expense submission. Any expenditure in excess of such budgeted amount shall not be paid unless the Board acts to do so by resolution at an open meeting.

- d. **Travel Reimbursement:** The Board shall reimburse the Superintendent for mileage for travel on behalf of the District based upon the current IRS rate, but not for travel from home to work or from work to home; provided, however, that the Superintendent shall submit for mileage reimbursement within sixty (60) days of incurring such expense.

- e. **Cell Phone/PDA and Laptop:** The Board shall provide the Superintendent with a cellular telephone or PDA and pay for the service of such phone or PDA within the budgetary allocation. The Board shall also provide the Superintendent

with a laptop computer. These items shall be for use by the Superintendent for business and incidental personal use. Such items shall be the property of the District and shall be returned to the District at the time the Superintendent leaves the employment of the District. The use of such items shall be in accordance with District policy.

- I. **Indemnification:** To the extent permitted by law, the Board agrees to provide legal counsel and to indemnify the Superintendent against all uninsured financial loss, including but not limited to damages and legal fees, arising out of any proceeding, claim, demand, suit or judgment by reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Superintendent is acting within the scope of his employment, or at direction of the Board.

VI. AGREEMENT RENEWALS

1. The Board shall notify the Superintendent, on or before July 1, 2028, whether it intends to extend his employment as Superintendent for an additional term, commencing on July 1, 2029. If this Agreement is renewed, by June 30th of each school year thereafter the Board shall, likewise, act to notify the Superintendent whether it intends to extend his employment for an additional year, commencing on July 1st of the year set for termination of the then current agreement. At such time, a motion to extend the term of this Agreement and the Superintendent's employment for an extended period will be moved, seconded and voted upon by the Board. The failure of the Board to act in accordance herewith shall not cause this Agreement or the employment of the Superintendent to be extended beyond the then current expiration date.
2. Should the Board fail to meet or act in regard to the Superintendent's employment prior to June 30th, as required herein, the Superintendent may, at any time subsequent to June 30th, request in writing that the Board inform him whether or not it intends to extend his appointment for an additional one (1) year term. The Board shall, in writing,

respond to this request in either the affirmative or the negative within thirty (30) days of its receipt of the request.

3. Any extension of the term of the Superintendent's employment shall be evidenced by 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.
4. In the event that the Board notifies the Superintendent of its intention to extend his appointment as Superintendent of Schools, then within sixty (60) days of such notice, the Superintendent shall advise the Board in writing as to whether he intends to accept the extended appointment.

VII. TERMINATION

1. This Agreement may be terminated at any time, without cause, by mutual agreement, in writing, between the Board and the Superintendent.
2. The Superintendent may terminate this Agreement by providing the Board with at least 120 days' written notice of his intention to resign, preferably for an effective date of termination of June 30 of the school year in which notice is given.
3. For Cause: Throughout the term of this Agreement, the Superintendent shall be subject to discharge for good and just cause, provided that the Board of Education does not arbitrarily or capriciously call for his dismissal and pursuant to the following provisions:
 - A. If charges are to be brought against the Superintendent the following rights will be afforded:
 - a. No charge shall give rise to a disciplinary hearing unless a quorum of the Board of Education finds probable cause to convene a hearing in a duly convened Executive Session.

- b. All charges shall be in writing and in such detail as to allow the preparation of a meaningful defense and such written charges shall be received by the Superintendent, together with a written Notice of Hearing, not less than thirty (30) days prior to the date of the hearing.
- c. The Superintendent shall be allowed counsel at his own expense at all stages of all proceedings.
- d. The Superintendent shall be entitled to a hearing before one of the hearing officers listed below as selected by the parties or otherwise selected by the Board upon the basis of first availability if mutual agreement cannot be reached:
 - 1. Jeffrey Selchick
 - 2. Louis Patack
 - 3. David Stein
- e. The Hearing shall not be open to the public except by mutual agreement. The decision of the hearing officer shall be binding upon the parties, subject to their respective rights to appeal to the same extent allowed by Section 3020-a of the Education Law. The same shall also be furnished to the Superintendent.
- f. The Superintendent and the Board may present and cross-examine witnesses at such disciplinary hearing.
- g. A typewritten transcript of any hearing will be furnished free of cost to the Superintendent.
- h. During any period of suspension, the Superintendent of Schools shall be entitled to receive full salary and benefits until such time as the hearing officer renders their decision, unless the charges relate to lack of requisite certification.

- i. In the event that the hearing officer finds guilt upon the charges and terminates the Superintendent, the Superintendent shall not be entitled to any pay-outs upon such termination pursuant to this Agreement, such as vacation days, sick leave days and health insurance in retirement.
4. No-Fault: [Effective July 1, 2027] At the option of the Board, in lieu of the processing of charges, as set forth in Article 10 above, other than those as to which the Superintendent is or may be charged with a crime(s), a “no-fault” contract termination procedure shall be implemented as follows:
 - A. The Superintendent shall be paid all salary and fringe benefits through the time of securing other comparable employment, for a period of twelve (12) months or through the end of this Agreement, whichever occurs first. During such time, the Superintendent may be reassigned to administrative duties or suspended from service.
 - B. The Board shall give support to the Superintendent who shall be under a duty of due diligence to secure employment elsewhere effective immediately upon the exercise of this option.

VIII DISABILITY

1. The Board may, in its discretion, by majority vote, terminate this Employment Agreement where:
 - a. Illness, injury, or other medical disability substantially impairs the performance of the Superintendent; and
 - b. Such disability substantially impairs the performance of the Superintendent’s duties for more than six (6) months from the date of its onset; and

- c. Clear notice is given to the Superintendent of the Board's intention to terminate; and
 - d. Opportunity is given to the Superintendent, or his representative, to be heard by the Board prior to any vote of the Board pursuant to the provisions of this Article in order to refute the existence of any such disability.
2. Notwithstanding the foregoing, the Board reserves the right, during the Superintendent's term, in the event of his absence, illness, injury or other disability of whatever duration, to appoint an Acting Superintendent of Schools who shall temporarily perform the duties of Superintendent at the pleasure of the Board. In case of illness, injury, or other medical disability sustained by the Superintendent of any duration, and for the purpose of whether to appoint an Acting Superintendent while the Superintendent's term continues and/or to terminate such term under the conditions previously described, the Board, at its request, shall be entitled to receive written reports from the Superintendent's physician and shall, at the Board's expense, be entitled to have the Superintendent examined by physician(s) of the Board's choosing designated for this purpose, at such reasonable time or times as the Board shall request.

IX.

DISTINGUISHED EDUCATOR

1. 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.

X.

MISCELLANEOUS

1. The validity or enforceability of any particular provision of this Agreement shall not affect its other provisions and this Agreement shall be construed in all respects as if an invalid or unenforceable provision has been omitted.

2. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
3. The failure of either party at any time to require the performance by the other of any of the terms, provisions or agreements hereof shall, in no way, affect the right thereafter to enforce the same and shall not constitute the waiver of either party hereto of any breach of any of the terms, provisions or agreements, or be construed as a waiver of any succeeding breach.
4. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement. This Agreement constitutes the full and complete agreement of the parties and may not be altered, changed, added to, deleted from, or modified in any way except through the mutual consent of the parties in a written signed amendment to this Agreement.
5. The original of this Agreement shall be filed with the Clerk of the Board of Education.
6. This Agreement constitutes the entire contract between the parties and contains all the agreements between them with respect to the subject matter hereof.
7. This Agreement may be executed in counterparts, each to be deemed an original, but all shall constitute one and the same written instrument. This Agreement may be executed electronically, via facsimile, and electronic, facsimile or photocopied signatures to this Agreement shall have the same force and effect as original signatures.

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

**TUXEDO UNION FREE SCHOOL
DISTRICT**

BY: _____
PRESIDENT, BOARD OF EDUCATION

THE EMPLOYEE



JASON SCHRAMMEL