

**CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES**

**For the Period of June 21 2022  
Through June 20, 2027**

**Between**

**The Superintendent**

**and**

**Honeoye Falls-Lima Central School District**

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1 **HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT**  
2 **SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**  
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4 This Agreement is made between the Board of Education (the "Board") of the Honeoye Falls-Lima Central School  
5 District (the "District") and Eugene Mancuso (the "Superintendent").  
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7 **1. EMPLOYMENT**

8 The Board hereby continues to employ the Superintendent and the Superintendent agrees to perform the duties  
9 of the Superintendent of Schools of the District as prescribed by the Laws of the State of New York and by the  
10 rules and regulations made there under by the Board, in accordance with the terms and conditions of this  
11 Agreement.  
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13 **2. TERM**

- 14 A. The Superintendent's term of employment shall be from June 21, 2022 to and through June 20, 2027, at  
15 which time this Agreement shall terminate, unless terminated earlier as set forth below. The term may be  
16 extended or this Agreement may be renewed from time to time only by written agreement by the parties.  
17 B. The Board and Superintendent shall meet no later than June of 2025 to discuss extending or renewing this  
18 Agreement.  
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20 **3. SUPERINTENDENT'S DUTIES AND RESPONSIBILITIES**

- 21 A. The Superintendent shall be Chief Executive Officer of the District and shall have the power and duty to  
22 perform all those duties and responsibilities as are (i) set forth in Section 1711 of the Education Law of the  
23 State of New York including any amendments thereof or successor statutes thereto; (ii) specified in Policies  
24 of the Board; (iii) imposed upon or granted to a Superintendent of Schools under the provisions of the  
25 Education Law or by rule or regulation of the Board of Regents or the Commissioner of Education of the  
26 State of New York; (iv) implied by or reasonably necessary to carry out the express powers and duties of  
27 the position of Superintendent of Schools. The Board shall not assign the Superintendent to duties that are  
28 not ordinary and customary duties of the position of Superintendent of Schools.  
29 B. With respect to their relationship to one another and the determination of their respective powers and duties,  
30 any powers not expressly delegated to the Superintendent by the laws of the State of New York, the  
31 applicable rules and regulations of the Board of Regents and the Commissioner of Education of the State  
32 of New York, this Agreement, or the policies of the Board, or implied by or reasonably necessary to carry  
33 out the express powers and duties of the position of Superintendent of Schools, are reserved to the Board.  
34 C. The Superintendent shall devote his full-time skill, labor and attention to the discharge of his duties during  
35 the term of this Agreement; provided, however, that the Superintendent, may undertake consulting work,  
36 speaking engagements, writing, lecturing, college or university instruction, or other professional duties, and  
37 obligations, with or without remuneration, provided that such activities do not interfere with the full and  
38 faithful discharge of the Superintendent's duties and responsibilities as specified herein.  
39 D. The Board, individually and collectively, shall promptly and discreetly refer to the Superintendent for his  
40 study and recommendation, any and all criticisms, complaints or similar comments that come to the Board's  
41 attention regarding the administration of the District or the Superintendent's performance of his duties.  
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43 **4. MEETINGS**

44 The Superintendent of Schools shall receive notice of and shall attend and participate in any and all meetings  
45 of the Board of Education including, but not limited to, executive sessions (except executive sessions held for  
46 the purpose of discussing the Superintendent's contract or performance), work sessions, regular Board  
47 meetings, special Board meetings, emergency meetings, and the like, together with the right to attend and  
48 participate in, at his option, the meetings of any Board committee and/or Board-appointed advisory committee.  
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50 **5. PERFORMANCE EVALUATION**

51 The Board shall provide the Superintendent a written evaluation annually in accordance with Commissioner's  
52 Regulations section 100.2. At the regular meeting of the Board of Education in August of each year, the Board  
53 and the Superintendent shall mutually develop an evaluation instrument for the evaluation of the  
54 Superintendent's performance that shall include performance goals and expectations for the current school  
55 year. The Board shall devote a portion of its regular meeting twice each year, during an executive session, for  
56 discussion with the Superintendent regarding his job performance. The Board shall devote a portion of a regular

meeting during the month of June (or otherwise by mutual agreement) in each year of the Superintendent's employment to an evaluation in executive session of the Superintendent's performance and working relationship with the Board. The evaluation shall be based on the written performance goals and expectations contained in the evaluation instrument previously developed in consultation between the Board and Superintendent. Said instrument shall include a composite narrative evaluation of the Superintendent's performance and shall have the agreement of the majority of the Board that it represents the Board's evaluation of the Superintendent's performance. The Superintendent shall be provided with a copy of the written evaluation, signed by the President of the Board, within ten days following the executive session of the Board scheduled to discuss such evaluation. The Superintendent may prepare a written response, rebuttal, or explanation of any written evaluation of his performance filed by the Board in his personnel file and, upon submission of the same to the Board; it shall be attached to the evaluation and become a permanent entry in the Superintendent's personnel file.

**6. COMPENSATION**

- A. Each year of the contract the Board may consider an adjustment in salary and starting in 2022, the Board and the Superintendent shall meet each June to discuss and consider a salary adjustment for the following school year.
- B. The Superintendent shall be paid in not fewer than twenty-four (24) equal installments in accordance with the rules of the Board governing salary payment to other District administrative employees.
- C. The District will pay the Superintendent an annual retention incentive per Table 1 on or before July 31 each year, subject to a satisfactory annual review. Such payment shall be made in the form of a stipend and shall not be deemed part of the Superintendent's salary. If mutually agreeable, the form of the stipend may be negotiated in conjunction with section 10.C.1.

Table 1 (Retention Incentive payment)

Year of contract	Amount
1	\$2,500
2	\$3,500
3	\$6,000
4	\$7,500
5	\$7,500

**7. PAID LEAVE**

The Superintendent shall be allowed thirty-five (35) days of paid leave per fiscal year credited each July 1. Days allowed on any July 1 but unused by August 1 of the following school year will be forfeited, except that the Superintendent shall be entitled to carry over up to ten (10) days of unused paid leave to the following year. At no time between August 1 and June 30 of any year may the Superintendent's total paid leave allowance, consisting of the sum of any carried-over days and the allowance for the current year, exceed forty-five (45) days. In the event that the Superintendent requires leave for medical reasons for a period of time that would exceed the number of paid leave days remaining to the Superintendent, the Superintendent or his agent on his behalf may request and the Board shall approve additional paid leave as is adequately documented as medically necessary until he is eligible for benefits under the long-term disability policy. The Board may nevertheless exercise its right to early termination of this Agreement for reason of the Superintendent's disability as provided in Article 17,B,3, below. All accumulated leave shall be credited to the Superintendent as of the date of this agreement.

**8. HOLIDAYS**

The Superintendent shall have the following paid holidays annually:

- |                        |                |                                |
|------------------------|----------------|--------------------------------|
| New Year's Day         | Juneteenth     | Thanksgiving Day               |
| Martin Luther King Day | Fourth of July | Day after Thanksgiving         |
| Presidents' Day        | Labor Day      | Christmas Day                  |
| Good Friday            | Columbus Day   | Day before or after Christmas  |
| Memorial Day           | Veteran's Day  | Day before or after New Year's |

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2 **9. JURY DUTY**

3 The Superintendent, if called for jury duty in any court of record and thereby required to attend such service  
4 during regular school hours, will continue to receive full pay from the District during the time of such service,  
5 which shall not be charged against the Superintendent's paid leave allowance.  
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8 **10. HEALTH INSURANCE**

- 9 A. The District will pay eighty-five percent (85%) of the premium of Excellus Blue Point 2 Value however, if  
10 the Superintendent selects the High Deductible Health Care Plan offered by RASHP, then the District will  
11 pay ninety five percent (95%) of the plan offered by RASHP plan for single or family coverage for the  
12 Superintendent and eligible spouse and dependents.  
13 B. The Excellus Blue Point 2 Value Plan coverage shall be extended to the deceased Superintendent's eligible  
14 spouse at the contribution rates for 12 months following the month of the Superintendent's death. If the  
15 Superintendent elects and participates in the High Deductible Health Care Plan offered by RASHP, then  
16 the High Deductible Health Care Plan coverage shall be extended to the deceased Superintendents' eligible  
17 spouse at the same contribution rates for 24 months following the Superintendent's death.  
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19 B.1. If the Superintendent elects the High Deductible Health Care Plan offered by RASHP, the District will pay  
20 now and in retirement an additional stipend to the Superintendent of \$2,700 plus 50% of the District's  
21 savings on the premium compared to Excellus Blue Point 2 Value ( or the then current District Base Plan  
22 if Excellus Blue Point 2 Value is replaced)) after the start of the Health Care Plan Year, annually, for  
23 purpose of funding an HSA with maximum tax benefit to the Superintendent, or for any other purpose as  
24 the Superintendent sees fit.  
25  
26 C. The Superintendent's elected health care coverage shall be extended to the Superintendent at retirement  
27 until the Superintendent is Medicare eligible, and his spouse becomes Medicare eligible. When the  
28 Superintendent and/or his spouse become Medicare eligible they each respectively (at Medicare eligibility),  
29 will enroll in a Medicare Advantage Plan (i.e. Medicare Blue PPO or Medicare Blue HMO), and the District  
30 shall continue to pay 85% of the premiums. For the purpose of this section, retirement from service means  
31 that the Superintendent has retired from service while employed by the District, is pension eligible without  
32 reduction for failure to attain the minimum age and service requirement for the applicable tier, is no longer  
33 employed in a position covered by the New York State Teachers Retirement System, and is drawing a  
34 pension from the New York State Teachers Retirement System. The obligations created by this section  
35 concerning health insurance in retirement, shall survive the termination of this Agreement. In accordance  
36 with paragraph 10(B) above, the Superintendent's spouse shall be eligible for coverage at the same  
37 contribution rates set forth herein should the Superintendent predecease her, for a period of twelve (12)  
38 months from date of Superintendent's death if enrolled in Blue Point 2 or Medicare Advantage Plan, or, for  
39 a period of twenty-four (24) months if enrolled in the High Deductible Health Care Plan.  
40

41 If the Superintendent moves out of the geographical area covered by the coverage offered by the District,  
42 the District will reimburse the retiree, at the same percentage rate herein as if the retiree had elected District-  
43 provided coverage, if the retiree purchases alternate health insurance coverage. In order to qualify for such  
44 "portability" reimbursement, the retiree must submit receipts for premiums paid for the months of January  
45 through June no later than July 15 of each year, and for the months of July through December no later than  
46 January 15 of the following year. The District will issue reimbursements within 30 days of July 15 and  
47 January 15, respectively. A retiree who fails to timely submit a receipt for reimbursement will waive his/her  
48 right to reimbursement for that six month period, but shall remain eligible for future reimbursement if timely  
49 requests are made. In no event shall the District's reimbursement exceed the dollar amount that it would  
50 contribute for a plan offered by the District.  
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- 52 D. The District will pay fifty percent (50%) of the premium of the Excellus Dental Blue Options Plan, providing  
53 a maximum \$1,500 maximum annual benefit per member, as defined by Excellus, for single or family  
54 coverage for the Superintendent and eligible spouse and dependents during the life of this Agreement.  
55 Children shall be eligible for coverage as long as they remain dependents, to the age of 26.  
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2 **11. DISABILITY AND LIFE INSURANCE**

3 The District shall pay the premiums for term life insurance up to a limit of twice the Superintendent's annual  
4 salary while he is employed by the District. Upon retirement from the District and until age 65, the District  
5 shall pay the premiums for a \$50,000 term life insurance policy for the Superintendent. In addition, during  
6 the Superintendent's employment by the District as Superintendent, the District shall pay the premium for  
7 group Long Term Disability Insurance that will pay 60% of the Superintendent's salary up to a maximum of  
8 \$7500 per month. In accord with IRS and other regulations, the employee will pay the required taxes on the  
9 premiums so that benefits derived from this LTD policy will be generally after tax income.

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11 **12. MEDICAL REIMBURSEMENT PLAN**

12 The District will fund an Internal Revenue Code Section 105 qualified medical reimbursement account for the  
13 Superintendent and will contribute Two Thousand Seven Hundred dollars (\$2,700) per fiscal year.

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15 **13. TAX SHELTERED ANNUITY**

16 The District will contribute annually to a tax-sheltered annuity designated by the Superintendent and also will  
17 deposit to such TSA other and further amounts from the Superintendent's salary as directed by the  
18 Superintendent in writing. The District contributions shall be Five Thousand dollars (\$5,000) per fiscal year.

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20 **14. BUSINESS and PROFESSIONAL EXPENSES**

21 The superintendent is authorized to incur reasonable expenses in the discharge of his duties, including but not  
22 limited to expenses for travel and lodging; professional association dues and fees; attendance at professional  
23 conferences and meetings on national, state and local levels; and similar items related to his employment. The  
24 Board will pay or reimburse the Superintendent for such expenses within budgeted amounts upon presentation  
25 of monthly itemized accounts of such expenditures. The Board reserves the right to limit the Superintendent's  
26 attendance at conferences if it determines that the same will interfere with the full and faithful discharge of the  
27 Superintendent's duties and responsibilities or are not affordable under the financial circumstances existing at  
28 the time.

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30 **15. PERSONAL DEVICES. REMOTE WORK AND USE OF DISTRICT ELECTRONIC EQUIPMENT**

31 The Board recognizes that the Superintendent will utilize numerous pieces of electronic equipment, including  
32 but not limited to cell phones, monitors, laptops, as a major communication tool. Due to the nature of the duties  
33 of the Superintendent, which involve a great deal of time outside of normal working hours (nights, weekends,  
34 vacations, paid time off, etc.), the parties recognize the need for the Superintendent to have the device at all  
35 times. The Superintendent is authorized to work remotely and use devices for incidental personal use. The  
36 District will provide the purchase of a phone and plan, understanding the phone becomes the property of the  
37 superintendent. All school email will be stored on the District server using District provided email accounts.

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39 **16. INDEMNIFICATION**

40 The District agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and  
41 indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought  
42 against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the  
43 District, provided the incident arose while the Superintendent was acting within the scope of his employment or  
44 under the direction of the Board, including but not limited to all uninsured financial loss arising out of any  
45 proceeding, claim, demand, suit or judgment by reason of alleged negligence or other conduct resulting in bodily  
46 or other injury to any person or damage to the property of any person. The obligations created by this section  
47 shall survive the termination of this Agreement.

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49 **17. PERSONNEL PRACTICES**

50 The official personnel file of the Superintendent of Schools shall be maintained by and be in the custody of the  
51 Clerk of the Board. The personnel file shall include a counterpart of this Agreement, copies of all Board  
52 evaluations of the Superintendent's performance, payroll and benefits records, and any other customary or  
53 necessary employment records, except medical records, which shall be maintained in a separate file by the  
54 Clerk. The Board of Education may review the personnel or medical file of the Superintendent at any time in  
55 executive session. A copy of this Agreement will be provided to the district's Business Office to verify salary,  
56 benefits, and business expenses due to the Superintendent. The Superintendent shall report all use of vacation

1 and paid leave allowed by this Agreement to the Clerk, who shall be responsible for making a record of the  
2 same for inclusion in the Superintendent's personnel file. The Superintendent shall have access to his  
3 personnel file during regular business hours on reasonable notice. The Superintendent shall be entitled to  
4 inspect and make copies of entries in his personnel file at his own cost. The Superintendent shall not be  
5 permitted to have access to letters of recommendation or college placement folders. The Superintendent shall  
6 have the right to respond, in writing and for the file, to any material contained in the file.  
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## 8 **18. EARLY TERMINATION**

9 A. The employment relationship between the Superintendent and the Board may be terminated for any of the  
10 following reasons:

- 11 1. Written resignation of the Superintendent;
- 12 2. Termination upon agreement;
- 13 3. Disability of the Superintendent;
- 14 4. Termination for cause.

15 B. Any such termination shall be governed by the following:

- 16 1. Written Resignation of Superintendent. The Superintendent may resign from his employment by the  
17 District upon giving written notice of such resignation to the President of the Board at least sixty (60)  
18 days in advance of the effective date of such resignation.
- 19 2. Termination by Agreement between Superintendent and Board. Either party may propose to  
20 terminate this Agreement upon mutually acceptable terms. In the event of such occurrence and the  
21 execution of a written termination agreement, the terms and conditions thereof shall supersede any  
22 and all terms of this Agreement, which shall become null and void upon the termination date specified  
23 in said termination agreement.

24 3. Disability.

25 If the Superintendent is unable to render the services required of him hereunder by reason of sickness  
26 or other disability for a period of time exceeding six (6) continuous months, or the Board has obtained  
27 a medical opinion from a qualified physician that Superintendent will be unable to render the services  
28 required of him hereunder by reason of sickness or other disability for a period of time that will exceed  
29 six (6) continuous months from its commencement, then, in that event, the Board may terminate this  
30 Agreement by a majority vote of its membership, of which the Superintendent shall be given immediate  
31 written notice. In the event of such termination, the superintendent shall be placed on termination  
32 leave and the compensation provided for herein shall be paid to the Superintendent through and  
33 including the sixth month following the commencement of the period of disability, at which time this  
34 Agreement shall terminate. In any event, the Superintendent shall have at least sixty (60) days' notice  
35 with pay of the termination of this Agreement for reasons of disability. All paid leave provided by this  
36 Agreement shall merge in the termination leave.

- 37 4. Termination for Cause. The Board may terminate this Agreement and dismiss the Superintendent for  
38 insubordination, inefficiency, incompetence, neglect of duty, a criminal or immoral act, or any other  
39 act or omission constituting just cause.

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41 In the event that the Board decides that discharge of the Superintendent for just cause may be  
42 appropriate, it will proceed as follows:

- 43 a. Charges against the Superintendent will be brought by the Board and all such charges shall be  
44 in writing.
- 45 b. Within seven (7) days of service of written charges the Superintendent may demand arbitration  
46 of the charges by mailing a written demand for arbitration to the Clerk of the Board. The  
47 Superintendent and Board, through their attorneys, may agree upon the appointment of an  
48 arbitrator. Upon their failure to do so within ten days of the Board's receipt of the  
49 Superintendent's demand for arbitration, the Board shall mail a copy of the Superintendent's  
50 demand for arbitration, a copy of this Agreement, and a copy of the charges to the American  
51 Arbitration Association ("AAA") at its office in the City of New York, New York, with a request  
52 that the AAA administer the hearing under Rules for the Labor Arbitration and in accordance  
53 with this Agreement. If the Superintendent shall have not timely demanded a hearing in  
54 accordance with this procedure, the right to a hearing shall be deemed waived and this  
55 Agreement shall terminate thirty (30) days from service of written charges upon the  
56 Superintendent.

- 1 c. The Superintendent shall be entitled to have legal counsel present to assist his at such hearing,  
2 with the understanding that he will pay any and all expenses of said legal counsel; to present,  
3 cross-examine and subpoena witnesses; to subpoena documents, papers, letters or other  
4 tangible evidence; to have all testimony given under oath; to receive without cost, an accurate  
5 written transcript of the proceeding; and to receive written findings of fact and conclusions of  
6 law.
- 7 d. In the award the arbitrator shall find the Superintendent guilty or not guilty on each of the written  
8 charges and specifications, and, with respect to any finding or findings of guilt, declare whether  
9 the same shall individually or collectively constitute grounds for termination of the  
10 Superintendent's employment. If the arbitrator finds the Superintendent guilty and issues an  
11 award terminating the Superintendent's employment, such award shall take effect immediately  
12 upon receipt by the Board of Education and no further action by the Board will be necessary to  
13 effectuate termination of the Superintendent's employment. If the arbitrator issues an award  
14 that does not terminate the Superintendent's employment, the Board shall not be required to  
15 reinstate or continue the Superintendent in the performance of his duties, but may, in its sole  
16 discretion, continue the Superintendent on suspension with full pay and benefits for the  
17 duration of the term of this Agreement as provided in the following paragraph. This shall not  
18 prevent the Superintendent from seeking other employment during this suspension.
- 19 e. Notwithstanding anything actually or apparently to the contrary provided for in this agreement,  
20 it is agreed by the parties that in the event that the charges are served upon the Superintendent  
21 by the Board seeking his discharge from office, the Board, in its sole discretion, may  
22 immediately suspend the Superintendent with pay and benefits. Further, upon being  
23 suspended pursuant to the terms hereof, the Superintendent agrees that he will not in any  
24 manner seek or attempt to occupy the position of the Superintendent of Schools of this District,  
25 or to perform the duties thereof. This clause is to be construed as being for the educational  
26 and administrative benefit of the District by avoiding the situation of having a person continuing  
27 to exercise the authority of the Superintendent of Schools under the jurisdiction of a Board of  
28 Education with which he is at odds.

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30 **19. AMENDMENT**

31 This Agreement may not be amended except by written agreement of the parties, ratified in public session by  
32 a majority vote of the membership of the Board, and executed by the Superintendent and the President of the  
33 Board.

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35 **20. ENTIRE AGREEMENT**

36 This document constitutes the entire Agreement between the parties and no verbal statement or other  
37 agreement in whatever form, except an amendment to this Agreement in written form and annexed hereto and  
38 specifically designated as an amendment to this Agreement, shall supersede or vary any of the provisions  
39 herein contained. This Agreement and any amendment is to be executed in three counterparts; one to be filed  
40 with the Clerk of the Board; one to be retained by the Superintendent; and one to be retained by the President  
41 of the Board.

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43 **21. SAVINGS CLAUSE**

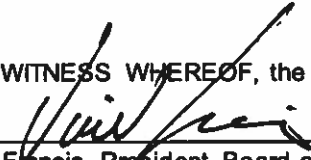
44 If any provision of this Agreement or any application of the Agreement to the Superintendent heretofore  
45 described shall be found contrary to law, then such provision or application shall not be deemed valid except to  
46 the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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

  
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David Francis, President, Board of Education

6/23/22  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Eugene Mancuso, Superintendent of Schools

6/23/22  
\_\_\_\_\_

Date