**SIXTH AMENDMENT** made this <u>10</u> day of September, 2020, to the February 1, 2007 agreement by and between the BOARD OF EDUCATION OF THE NORTH SHORE CENTRAL SCHOOL DISTRICT (hereinafter referred to as the BOARD) and OLIVIA BUATSI (hereinafter referred to as the ASSISTANT SUPERINTENDENT).

WHEREAS, pursuant to the Education Law of the State of New York, the parties entered into an agreement dated February 1, 2007 ("Agreement") establishing the terms and conditions of employment of the ASSISTANT SUPERINTENDENT by the BOARD for her services as ASSISTANT SUPERINTENDENT, which agreement was amended on September 16, 2010 by a certain First Amendment, and on September 8, 2011 by a certain Second Amendment, and on June 16, 2017 by a certain Third Amendment, and on September 27, 2018 by a certain Fourth Amendment; and on August 8, 2019 by a certain Fifth Amendment; and

WHEREAS, the parties are desirous of further amending said agreement,

**NOW THEREFORE**, based upon the mutual covenants and understandings between the parties, it is understood and agreed:

**<u>FIRST:</u>** All of the terms and provisions set forth at length in the Agreement, as amended, shall continue in full force and effect during the term of employment of the ASSISTANT SUPERINTENDENT, except as expressly modified herein.

**SECOND:** The ASSISTANT SUPERINTENDENT'S salary for the school year 2020-21 shall be in the amount of \$235,757. An additional \$5,000 (not added to base salary) will be paid to the Assistant Superintendent, less applicable withholdings.

THIRD: Due to the extraordinary demands placed on the Assistant Superintendent during the 2019-20 school year as a result of the COVID-19 pandemic, precluding her from taking vacation days during the 2019-20 school year, the ASSISTANT SUPERINTENDENT shall be permitted to carry over 10 (ten) unused vacation days from 2019-20 school year. These days shall be in addition to her annual entitlement of vacation leave for the 2020-21 school year and shall not in any way affect her entitlement to her annual allotment of vacation leave for the 2020-21 school year and thereafter, pursuant to the Agreement, as amended.

BOARD OF EDUCATION NORTH SHORE CENTRAL SCHOOL DISTRICT

DAVID LUDMAR PRESIDENT

Dated: 9/10/2020



OLIVIA BUATSI ASSISTANT SUPERINTENDENT FOR BUSINESS

Dated: 9/3/20

**FIFTH AMENDMENT** made this 8<sup>th</sup> day of August 2019, to the February 1, 2007 agreement by and between the BOARD OF EDUCATION OF THE NORTH SHORE CENTRAL SCHOOL DISTRICT (hereinafter referred to as the BOARD) and OLIVIA BUATSI (hereinafter referred to as the ASSISTANT SUPERINTENDENT).

WHEREAS, pursuant to the Education Law of the State of New York, the parties entered into an agreement dated February 1, 2007 establishing the terms and conditions of employment of the ASSISTANT SUPERINTENDENT by the BOARD for her services as ASSISTANT SUPERINTENDENT, which agreement was amended on September 16, 2010 by a certain First Amendment, and on September 8, 2011 by a certain Second Amendment, and on June 16, 2017 by a certain Third Amendment, and by a certain Fourth Amendment on September 27, 2018; and

WHEREAS, the parties are desirous of further amending said agreement,

**NOW THEREFORE**, based upon the mutual covenants and understandings between the parties, it is understood and agreed:

**<u>FIRST</u>**: All of the terms and provisions set forth at length in the aforedescribed agreement dated February 1, 2007, as amended, shall continue in full force and effect during the term of employment of the ASSISTANT SUPERINTENDENT, except as expressly modified herein.

**SECOND:** The ASSISTANT SUPERINTENDENT'S salary for the school year 2019-2020 shall be in the amount of \$235,757.

**THIRD:** Ms. Buatsi shall be credited with twenty-seven (27) working days of vacation leave effective July 1, 2019 and twenty-seven (27) days effective each July 1 thereafter, which shall not be accumulated. Vacations shall be taken by Ms. Buatsi at a time that is mutually agreed upon between Ms. Buatsi and the Superintendent. If Ms. Buatsi's employment terminates prior to the end of a school year, vacation days credited to Ms. Buatsi for that school year shall be adjusted on a prorated basis.

**FOURTH AMENDMENT** made this <u>2</u>? day of September 2018, to the February 1, 2007 agreement by and between the BOARD OF EDUCATION OF THE NORTH SHORE CENTRAL SCHOOL DISTRICT (hereinafter referred to as the BOARD) and OLIVIA BUATSI (hereinafter referred to as the ASSISTANT SUPERINTENDENT).

WHEREAS, pursuant to the Education Law of the State of New York, the parties entered into an agreement dated February 1, 2007 establishing the terms and conditions of employment of the ASSISTANT SUPERINTENDENT by the BOARD for her services as ASSISTANT SUPERINTENDENT, which agreement was amended on September 16, 2010 by a certain First Amendment, and on September 8, 2011 by a certain Second Amendment, and on June 16, 2017 by a certain Third Amendment; and

WHEREAS, the parties are desirous of further amending said agreement,

**NOW THEREFORE**, based upon the mutual covenants and understandings between the parties, it is understood and agreed:

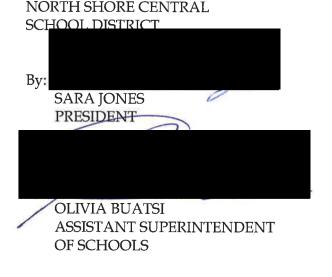
**<u>FIRST</u>**: All of the terms and provisions set forth at length in the aforedescribed agreement dated February 1, 2007, as amended, shall continue in full force and effect during the term of employment of the ASSISTANT SUPERINTENDENT, except as expressly modified herein.

**SECOND:** The ASSISTANT SUPERINTENDENT'S salary for the school year 2018-2019 shall be in the amount of \$231,134.

Dated:

10/2/18

Dated: 10/1/18



BOARD OF EDUCATION

THIRD AMENDMENT made this <u>14</u> day of June 2017, to the February 1, 2007 agreement by and between the BOARD OF EDUCATION OF THE NORTH SHORE CENTRAL SCHOOL DISTRICT (hereinafter referred to as the BOARD) and OLIVIA BUATSI (hereinafter referred to as the ASSISTANT SUPERINTENDENT).

WHEREAS, pursuant to the Education Law of the State of New York, the parties entered into an agreement dated February 1, 2007 establishing the terms and conditions of employment of the ASSISTANT SUPERINTENDENT by the BOARD for her services as ASSISTANT SUPERINTENDENT, which agreement was amended on September 16, 2010 by a certain First Amendment, and on September 8, 2011 by a certain Second Amendment; and

WHEREAS, the parties are desirous of further amending said agreement,

NOW, THEREFORE, based upon the mutual covenants and understandings between the parties, it is understood and agreed:

**<u>FIRST</u>**: All of the terms and provisions set forth at length in the aforedescribed agreement dated February 1, 2007, as amended, shall continue in full force and effect during the term of employment of the ASSISTANT SUPERINTENDENT, except as expressly modified herein.

**SECOND:** The ASSISTANT SUPERINTENDENT'S salary for the school year 2016-2017 shall be in the amount of \$220,002.00; and the ASSISTANT SUPERINTENDENT'S salary for the school year 2017-2018 shall be in the amount of \$226,602.00.

Dated: 6/15/17

Dated: 6/14/17

BOARD OF EDUCATION NORTH SHORE CENTRAL SCHOOL DISTRICT By: ANTOINETTE LABATTE PRESIDENT

OLIVIA BUATSI ASSISTANT SUPERINTENDENT OF SCHOOLS SECOND AMENDMENT made this 3 day of September 2011, to the February 1, 2007 agreement by and between the BOARD OF EDUCATION OF THE NORTH SHORE CENTRAL SCHOOL DISTRICT (hereinafter referred to as the BOARD) and OLIVIA BUATSI (hereinafter referred to as the ASSISTANT SUPERINTENDENT).

WHEREAS, pursuant to the Education Law of the State of New York, the parties entered into an agreement dated February 1, 2007 establishing the terms and conditions of employment of the ASSISTANT SUPERINTENDENT by the BOARD for her services as ASSISTANT SUPERINTENDENT, which agreement was amended on September 16, 2010 by a certain First Amendment, and

WHEREAS, the parties are desirous of further amending said agreement,

NOW, THEREFORE, based upon the mutual covenants and understandings between the parties, it is understood and agreed:

FIRST: All of the terms and provisions set forth at length in the aforedescribed agreement dated February 1, 2007, as amended, shall continue in full and effect during the term of employment of the ASSISTANT force SUPERINTENDENT, except as expressly modified herein.

The ASSISTANT SUPERINTENDENT'S salary for the school year SECOND: 2011-2012 shall be in the amount of \$199,315.00. On or about the date of approval of this amendment by the Board of Education, a non-elective employer contribution in the amount of 1% of the ASSISTANT SUPERINTENDENT'S annual salary in effect on July 1, 2011 shall be made to her I.R.C. Section 403-b account.

Dated: 9/8/11 Dated: 9/1/11

BOARD OF EDUCATION NORTH SHORE CENTRAL SCHOOL DISTRICT CAROLYN MAZZU GENOVESI, PRESIDENT

ØLIVIA BUATSI ASSISTANT SUPERINTENDENT OF SCHOOLS

FIRST AMENDMENT made this #day of September, 2010, to the February 1, 2007 agreement by and between the BOARD OF EDUCATION OF THE NORTH SHORE CENTRAL SCHOOL DISTRICT (hereinafter referred to as the BOARD) and OLIVIA BUATSI (hereinafter referred to as the ASSISTANT SUPERINTENDENT).

WHEREAS, pursuant to the Education Law of the State of New York, the parties entered into an agreement dated February 1, 2007 establishing the terms and conditions of employment of the ASSISTANT SUPERINTENDENT by the BOARD for her services as ASSISTANT SUPERINTENDENT OF SCHOOLS, and

WHEREAS, the parties are desirous of amending said agreement,

NOW, THEREFORE, based upon the mutual covenants and understandings between the parties, it is understood and agreed:

All of the terms and provisions set forth at length in the aforedescribed FIRST: agreement dated February 1, 2007 shall continue in full force and effect during the term of employment of the ASSISTANT SUPERINTENDENT, except as expressly modified herein.

The ASSISTANT SUPERINTENDENT'S salary for the school year SECOND: 2010-2011 and 2011-2012 shall remain in the amount of salary in effect on June 30, 2010. On or about the date of approval of this Amendment by the Board of Education, a non-elective employer contribution in the amount of 1% of the ASSISTANT SUPERINTENDENT'S annual salary in effect on June 30, 2010 shall be made to her I.R.C. Section 403-b account.

Dated: 9/16/10 Dated: 9/7/10

BOARD OF EDUCATION NORTH SHORE CENTRAL SCHOOL DISTRICT

DR. IGOR WEDB, PRESIDENT

ØLIVIA BUATSI ASSISTANT SUPERINTENDENT OF SCHOOLS

AGREEMENT made this day of January, 2007 by and between the BOARD OF EDUCATION OF THE NORTH SHORE CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "BOARD"), and OLIVIA BUATSI

### 1. <u>Term of Employment</u>

This agreement shall govern the salary and benefits for Olivia Buatsi for her employment as Assistant Superintendent for Business for the North Shore Central School District. Ms. Buatsi's continued employment with the District shall be governed by the applicable provisions of the <u>Education Law</u>.

# 2. <u>Compensation</u>

(a) Ms. Buatsi's annual salary for the period from July 1, 2006 to June 30, 2007 shall
be ONE HUNDRED SIXTY-EIGHT THOUSAND EIGHT HUNDRED (\$168,800.00)
DOLLARS.

(b) Ms. Buatsi's annual salary for subsequent years of employment with the District shall be determined by the Board of Education, but in no event shall be less than the salary for the previous contract year.

## 3. <u>Insurance</u>

(a) Ms. Buatsi shall be eligible for family coverage under the Empire Core Plan Plus Enhancements or such other health insurance plan used by the District. The District shall pay 85% of the premium for said coverage. Ms. Buatsi's premium contribution and other related out of pocket expenses may be made through the District's Section 125 salary reduction plan to the extent permissible by the plan.

(b) Ms. Buatsi shall be provided the insurance coverage below with all premium costs to be borne by the District:

(1) Dental coverage through the Welfare Fund administered by the North Shore Schools Federated Employee (2) Group Term Life Insurance Plan providing life insurance equivalent to one year's salary plus and additional \$50,000 with a carrier, if possible, that will permit continuation of all or part of such coverage into retirement, provided the premiums for such coverage are paid by the retiree.

(3) Long Term Disability Insurance coverage providing for a waiting period of 90 calendar days from the exhaustion of Ms. Buatsi's accumulated sick leave and a benefit of two-thirds of her monthly salary to a maximum of \$8,295.00 per month during the period July 1, 2006 to June 30, 2007 and thereafter at a maximum amount per month which shall be increased to reflect proportionately such salary increases as may be established by the Board of Education.

(c). During her retirement, Ms. Buatsi shall be granted health insurance coverage under the plan provided to the then Assistant Superintendent for Business. The District will pay 85% of the premiums. Retirement shall be defined as Ms. Buatsi receiving benefits from the New York State Teachers' Retirement System upon retirement from the District.

#### 4. Vacation Leave and Holidays

(a) Ms. Buatsi shall be credited with twenty-two (22) working days of vacation leave effective July 1, 2006 and twenty-two (22) days effective each July 1 thereafter, which shall not be accumulated. Vacations shall be taken by Ms. Buatsi at a time that is mutually agreed upon between Ms. Buatsi and the Superintendent. If Ms. Buatsi's employment terminates prior to the end of a school year, vacation days credited to Ms. Buatsi for that school year shall be adjusted on a prorated basis.

(b) Provided that schools are closed on such days, Ms. Buatsi shall be entitled to the following holidays with pay: Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Presidents' Day, Good Friday, Martin Luther King Jr.'s Birthday, Memorial Day and the Fourth of July. No holiday shall be granted to Ms. Buatsi when unusual circumstances require her presence in the District.

(c) Ms. Buatsi shall be entitled to ten (10) days paid sick leave annually, which shall be cumulative up to a maximum of one hundred and fifty (150) days. The Board acknowledges that prior to July 1, 2006 Ms. Buatsi had accumulated 109 sick days during her services to the District, and said accrued amounts shall be continued and shall be available for Ms. Buatsi's use during her employment as Assistant Superintendent for Business.

(d) A maximum of five (5) days with pay shall be granted for each serious illness or death in the immediate family (spouse, children, mother, father, sister, brother). Extensions for cause, or leave for relatives other than those in the immediate family, may be granted with pay at the discretion of the Board. If the Board feels that reasons do not warrant extensions with pay, it may, in its discretion, grant such leaves without pay. Requests for extensions shall be in writing. The Board may require confirmation of the underlying reasons for each such leave.

(e) For absences due to personal business, two (2) days' leave without loss of pay shall be allowed annually. Personal business leave shall be used to conduct matters which may only be handled during working hours.

(f) Absence shall be approved with no loss of pay for the following purposes:

- (1) Jury Duty. Jury service fee received shall be reimbursed to the District.
- (2) Court appearance or other official proceeding where Ms. Buatsi is subpoenaed or ordered to appear other than as a plaintiff in a law suit. Ms. Buatsi shall notify the Superintendent and provide a copy of her jury notice, subpoena or court order as soon as reasonably possible after the receipt thereof and shall give due notice of the termination of her service or appearance to the Superintendent.

# 5. Written Agreement

This Agreement shall constitute the entire Agreement between the parties with respect to Ms. Buatsi's terms and conditions of employment. None of the provisions of this Agreement,

including this provision, may be modified except in a writing signed by the parties and approved by the Board. There are no other agreements, oral or otherwise, except as specifically set forth in this Agreement. This Agreement shall not become binding upon the District until it is approved at a duly convened public meeting of the Board.

## 6. <u>Severability</u>

Should any provision, or portion thereof, contained in this Agreement be held unconstitutional, invalid or unenforceable, the remainder of the Agreement, or portions thereof, shall be deemed severable, shall not otherwise be affected, and shall remain in full force and effect.

Dated:  $2|_{1|_{07}}$ BOARD OF EDUCATION OF THE NORTH SHORE CENTRAL SCHOOL DISTRICT AMY BEYER, President Dated:  $2|_{2|_{07}}$ OLIVIA BUATSI

# ASSISTANT SUPERINTENDENT'S CONTRACTUAL HOLIDAYS

July 4<sup>th</sup> Labor Day Columbus Day Veteran's Day Thanksgiving Day Christmas Day New Year's Day President's Day Good Friday Martin Luther King Day Memorial Day

22 Vacation Days10 Sick Days5 Family Illness