

## **Amendment to District Superintendent's Employment Agreement**

**AGREEMENT**, made this 5<sup>th</sup> day of June 2025 by and between the BOARD OF COOPERATIVE EDUCATIONAL SERVICES (the "Board") OF THE SOLE SUPERVISORY DISTRICT OF ST. LAWRENCE-LEWIS COUNTIES (the "BOCES"), located in the Village of Canton, St. Lawrence County, State of New York and THOMAS R. BURNS (the "District Superintendent"),

**WHEREAS**, the Board and the District Superintendent are parties to an Employment Agreement dated July 7, 2022 and as subsequently amended; and

**WHEREAS**, said Agreement contains provisions for annual compensation, benefits and other terms and conditions of employment for the District Superintendent; and

**NOW, THEREFORE**, the parties hereby amend the District Superintendent's Employment Agreement as follows:

1. The District Superintendent shall be credited with 80 sick days (in addition to his currently accumulated sick days) to compensate him for lost days under the IPP plan. The District Superintendent shall be entitled to a maximum of 225 sick days. The District Superintendent shall be entitled to payment by the BOCES for up to 200 sick days at his daily rate based on his full salary as a credit against his share of insurance in retirement.
2. The BOCES shall pay at retirement the equivalent of what the District Superintendent would have received as a retirement service credit on a day-to-day basis if he was an ERS participant for up to 200 sick days. As per the prescribed formula, the BOCES shall pay 1.5% of the District Superintendent's Final Average Salary x 31.6 years. Payment in the amount of \$46,500 will be made on or before October 1, 2025 as a non-elective employer contribution to the District Superintendent's 403(b) account and any balance will be made between January 1, 2026 and January 15, 2026 as a non-elective

employer contribution in the maximum amount allowable by law or any balance shall be paid directly to the District Superintendent.

3. The foregoing amendment shall become effective immediately and continue in effect thereafter through the term of the Agreement, unless subsequently modified by the parties in writing.
4. All other provisions of the Agreement not specifically addressed herein shall remain in full force and effect.
5. A copy of this amendment as executed by the parties shall be affixed to the Employment Agreement.

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

Agreed to this 5<sup>th</sup> day of June 2025.

**BOARD OF COOPERATIVE EDUCATIONAL SERVICES (the  
"Board") OF THE SOLE SUPERVISORY DISTRICT OF ST.  
LAWRENCE-LEWIS COUNTIES**

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**President, Board of Education**

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**Thomas R. Burns  
District Superintendent**