Memorandum of Agreement

BETWEEN THE

MARION CENTRAL SCHOOL DISTRICT

AND

RICHARD WALKER

This Agreement is made this 6th day of June, 2022, by and between The Board of Education of the Marion Central School District (hereinafter the "District"), and Richard Walker, Director of Finance and Operations (hereinafter, the "Director") (collectively, the "Parties").

WHEREAS, the District and the Director are signatories to an Employment Agreement ("the Agreement") dated November 4, 2019 which is currently in effect; and

WHEREAS, the Agreement, at Section "8", provides that the Director's compensation for each twelve (12) month period after the initial compensation period of the 2019-2020 fiscal year shall be set by the Board; and

WHEREAS, the Agreement further provides, at Section "27", paragraph "b" provides that the Director must give at least forty-five (45) days' notice of his intent to resign; and

WHEREAS, the Agreement does not provide for any specific length of prior notice the District must give the Director in the event it wishes to terminate the Agreement other than for cause.

NOW THEREFORE, in consideration of the agreements hereinafter set forth and in the parties' Agreement, and other good and valuable considerations, the parties agree as follows:

- 1. The total twelve (12) month base salary for the Director for the 2022-2023 fiscal year shall be at an annual rate of \$116,642.
 - 2. Section 27, shall be amended by adding a new paragraph "g" to read as follows:
- 27. Termination g. In the event that this Agreement is terminated by the District pursuant to the provisions of paragraphs d. or f. above the District shall give the Director at least ninety (90) days' notice of his termination. In the event the effective date of termination is less than ninety calendar days after notice is given, the Director shall be entitled to receive all pay and benefits to which he would have been entitled had he received ninety days' notice.
- 3. All other terms and conditions contained in the Agreement remain in full force and effect and unchanged by the Memorandum.
 - 4. This agreement shall not be effective and binding until signed and dated by all Parties.

Michele Kuelling, Pres. Board of Education, On behalf of the District

Signature

1/4/2022 Date

Richard Walker

My Wal

Date

6/8/2012

CERTIFICATION BY SCHOOL DISTRICT BOARD CLERK

I, Nadine A. Mitchell, Clerk of the Board of Education for the Marion Central School District, do certify that this Memorandum of Agreement by and between the Marion Central School District and Richard Walker was approved by a majority vote of the voting strength of the Board of Education on 2022.

Date 19/2022

Nadine A. Mitchell, Board Clerk Marion Central School District