

Memorandum of Agreement

BETWEEN THE
MARION CENTRAL SCHOOL DISTRICT
AND
RICHARD WALKER

This Agreement is made this 21st day of November, 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 Parties have entered a Memorandum of Agreement ("the MOA") dated June 14, 2021 which is currently in effect which MOA affects certain provisions of the Agreement; and

WHEREAS, the Agreement, at Section "7", provides that any amendment, extension, or renewal of the Agreement must be upon agreement of the Parties, in writing; 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, at Section "9(d)", provides that the Director may opt out of District provided medical insurance and the terms upon, and the compensation for such opt out; and

WHEREAS, the Agreement, at Section "16", addresses the Directors sick leave use and accumulation; and

WHEREAS, the Agreement, at Section "27", provides the basis upon which the Agreement may be terminated by either party; and

WHEREAS, the Parties wish to amend the sections related to the Agreement's term and termination, as well as the Director's compensation and other benefits.

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 Agreement between the parties dated November 4, 2019 (as modified by the MOA dated June 14, 2022) shall be renewed for an additional three and one half (3 ½) year period, and this renewal shall be a novation of the current Agreement. As such, it shall be considered as the parties having entered into a new three and one half (3 ½) year contract with a term that runs from December 1, 2022 through June 30, 2026.

2. As set forth in the MOA, 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. Section "8" of the Agreement shall be amended to read as follows:

8. COMPENSATION

a. The total twelve (12) month base salary for the Director for the 2022-23 fiscal year shall be at an annual rate of \$116,642. Commencing on July 1, 2023, and for each subsequent year of the Agreement the annual salary shall be increased by three percent (3%) each year from the prior year's base salary. Based upon the Director's performance and then current market conditions, the Superintendent may recommend to the Board of Education an additional annual increase of up to two percent (2%) each year, which if approved by the Board of Education, must be implemented by a written amendment to the Agreement. Salary and benefits shall be pro-rated for any partial school year.

3. Section "9(d)" of the Agreement shall be amended to read as follows:

9. HEALTH AND DENTAL INSURANCE

d. Medical Insurance Opt-Out Option - Commencing on December 1, 2022, if the Director becomes covered under a medical insurance policy other than that of Marion Central School District, he may opt-out of the school district subsidized medical plan and receive a one-time increase in base salary as a benefit in lieu of coverage under the District's plan. The increase in base salary is \$1,200 per year if the Director is eligible for individual coverage, or \$4,000 per year if the Director is eligible for two-person or family coverage. In order to receive the increase in base salary benefit, the Director must provide the District with proof that the Director (and the Director's dependents for tax purposes, if any) has health insurance from another source (such as through a spouse's employer's group health plan). Such alternate coverage must, at all times, satisfy any applicable legal requirements. In the event the Director opts back in to coverage under a medical insurance policy/plan of the Marion Central School District, his base salary shall be decreased by the same amount as the one-time increase in base salary credited upon his opt-out.

4. Section "11" of the Agreement shall be amended by deleting the last sentence of the second paragraph as follows:

The account will be for the benefit of the Director who may, in turn, direct the proceeds into various investment sub-accounts. Complete details are listed in the product literature and Plan Documents.

5. Section "16" of the Agreement shall be amended by adding a second paragraph to read as follows:

Upon retirement with five (5) years continuous service with the District, the District will offer a 25% buyout at the Director's daily rate (1/240) for any unused sick days up to a maximum of 200 days to be contributed to a member's 403(b) or toward health insurance premiums.

6. Section "27(d)" of the Agreement shall be deleted and the remaining paragraphs shall be re-lettered appropriately.

7. Section "27(e)" of the Agreement shall be amended to read as follows:

d. For reasons of insubordination, incompetency, neglect of duty or misconduct consistent with and pursuant to the requirements of the Education Law, including §3020-a and §3031, except for discharge due to Sickness or Disability resulting in incapacitation for which Education Law §3020-a shall not apply as identified below;

8. All other terms and conditions contained in the Agreement remain in full force and effect and unchanged by the Memorandum.

9. This agreement shall not be effective and binding until signed and dated by all Parties.

[Signatures Next Page]

Robert Marshall, Pres. Board of Education,
On behalf of the District



Signature

11/21/2022

Date

Richard Walker



Signature

11/22/2022

Date

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 Nov. 21, 2022.



Nadine A. Mitchell, Board Clerk
Marion Central School District

11/21/22

Date

