MEMORANDUM OF AGREEMENT

THIS IS AN AGREEMENT, dated the 23rd day of July, 2025, entered by and between the Red Creek Central School District (the "District") and the Red Creek Administrator's Association (the "RCAA"), collectively referred to herein as the parties.

WHEREAS the District and the RCAA are parties to a collective bargaining agreement dated July 1, 2024, which governs the terms and conditions of the employment of administrators in the District; and

WHEREAS Article 6, "Evaluation," states that unit members are evaluated annually according to procedures adopted by the Board of Education, or as required by law; and

WHEREAS the evaluation rubric for RCAA unit members is more specifically set forth in the Red Creek Annual Professional Performance Review ("APPR"), which was filed and approved with the New York State Education Department on March 30, 2023, pursuant to Education Law Section 3012-d; and

WHEREAS Task 9, set forth on pages 28-30 of the APPR assigns the Reeves Leadership Performance Matrix to be the specific rubric for building principals and the parties would like to strike and replace this; and

WHEREAS each party has freely consented to enter and to be bound by this Agreement, with such consent not having been induced by fraud, duress, or any other undue influence; and

WHEREAS the parties have met to discuss the foregoing and agree that this MOA is in the best interests of the parties.

NOW, THEREFORE, in consideration of the mutual undertakings and covenants contained herein, the mutual benefits expected to be derived from the performance thereof, and other good and valuable consideration, the parties stipulate and agree as follows:

1. The Kim Marshall Rubric. The parties agree that the "Kim Marshall Principal Evaluation Rubric," which is attached hereto as Exhibit A, shall be the evaluation tool used specifically for RCAA members who are building principals for the District. The parties further agree that the APPR shall be amended such that all references to the Reeves Leadership Performance Matrix be struck and replaced with the Kim Marshall Principal Evaluation Rubric.

2. Entire Agreement. This MOA constitutes the entire agreement and understanding between the parties on the issue addressed herein and supersedes all prior agreements and understandings, whether written or oral. The parties acknowledge that no representation, promise, inducement, or statement of intention has been made by any party to this MOA that is not embodied in this MOA and agree that no party shall be bound by, or liable for, any alleged representation, promise, inducement, or statement of intention not set forth herein.

3. Amendments or Modifications. No provision or provisions of this Agreement may be added to, deleted or modified in any manner unless in writing signed by all the parties hereto.

4. Representations. The parties agree that neither they, nor their representatives, shall make any misrepresentations regarding this Agreement to any third parties.

5. Enforceability. The parties agree that the invalidity or unenforceability of any provision hereto shall in no way affect the validity or enforceability of any other provision. No provision or provisions of this Agreement may be added to, deleted or modified in any manner unless in writing signed by all the parties hereto.

6. Acknowledgment. The parties herein acknowledge that during the course of resolving this matter, they were fully and fairly represented; that they had the right and opportunity to propose terms of this MOA, having read and fully understood its terms; and that all understandings and agreements arrived at between the parties are fully set forth in this MOA.

7. Dispute Resolution. If any dispute arises with regards to this MOA, the matter shall be handled as a grievance pursuant to Article XIII of the Agreement between the parties.

FOR THE RCAA:

Dennis C. Taylor

Dennis Taylor
President
Red Creek Administrators' Association

Dated: 7/23/25

FOR THE DISTRICT:

Matthew VanOrman
Superintendent of Schools
Red Creek Central School District

Dated: 7/23/25