

Memorandum of Understanding

Purpose: This Memorandum of Understanding (MOU) is established to recognize and formalize the relationships between the Fayette County Board of Education, Fayette County Public Schools, and various professional associations representing the interests of educators and support staff.

Parties Involved:

1. **Fayette County Board of Education (FCBOE)**
2. **Fayette County Public Schools (FCPS)**
3. **Fayette County Education Association (FCEA)**
4. **Fayette County Education Support Professionals Association (FCESPA)**
5. **Kentucky Association of School Administrators (KASA)**

Recognitions:

1. The Fayette County Board of Education acknowledges the value and contributions of educators at all levels. In this regard, FCPS recognizes:
 - **Fayette County Education Association (FCEA)** as a representative for all certified personnel, excluding supervisory or administrative personnel;
 - **Fayette County Education Support Professionals Association (FCESPA)** as a representative for all classified personnel, excluding supervisory or administrative personnel; and
 - **Kentucky Association of School Administrators (KASA)** as a representative for supervisory or administrative personnel,

all employed by the Board of Education, as determined through an agreement between the Superintendent or his designee and duly elected representatives of FCEA, FCESPA, and KASA.

Non-Discrimination Clause:

- The Associations (FCEA, FCESPA, KASA) shall not discriminate in their membership requirements based on race, color, national or ethnic origin, age, religion, sex (including sexual orientation or gender identity), genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.

Employee Rights:

- The Board, Superintendent, or any FCPS administrative officer shall not discriminate against employees for exercising their rights under this agreement. Employees have the right to join or refrain from joining any organization for their professional or economic improvement.

Appeals and Representation:

- Nothing in this Agreement shall prevent any employee or group of employees from appearing before the Board of Education or any FCPS administrative officer on their own behalf, provided they have followed established administrative procedures.

Effective Date:

- This MOU shall be effective upon the majority vote of the FCBOE and the signatures of the authorized representatives of the Fayette County Board of Education, Fayette County Public Schools, FCEA, FCESPA, and KASA.

Signatures:

Chair, Fayette County Board of Education

Superintendent, Fayette County Public Schools

Representative, Fayette County Education Association

Representative, Fayette County Education Support Professionals Association

Representative, Kentucky Association of School Administrators

Date: _____



Fayette County
Public Schools

