

MEMORANDUM OF AGREEMENT

Superintendent Search Facilitation Services

This Memorandum of Agreement ("MOA") is entered into by and between the Kentucky School Boards Association ("KSBA") and the Fayette County Board of Education ("Board"). KSBA and the Board may be referred to individually as a "Party" and collectively as the "Parties." This MOA becomes effective on the date it is signed by the last Party (the "Effective Date").

1. Purpose and Nature of Engagement

KSBA will serve as facilitator for the Board's superintendent search under the terms of this MOA. KSBA will support the process but will not select or hire the superintendent. Decisions related to the composition of the record, interview process, candidate evaluation, selection, and hiring remain with the screening committee and the Board, consistent with KRS 160.350 and KRS 160.352.

2. Services KSBA Will Provide

In consideration of the fees described in Section 5, KSBA will provide the following services:

- Advise the Board and screening committee on legal requirements governing the search, including KRS 160.352, the Open Meetings Act, and the Open Records Act, as questions arise, with notice to Fayette County Public Schools legal counsel or the Board attorney.
- Provide training to the screening committee after it is seated, including confidentiality obligations, access to candidate information, application of the Open Meetings Act, and the conduct of candidate interviews.
- Provide facilitator presence in the district for up to and including ten (10) meetings. These may include screening committee meetings, Board meetings, and other meetings requested by the Board.
- Assist the screening committee in developing a candidate profile and selection criteria informed by community and staff input and assist the Board in reviewing and approving the profile recommended by the committee.
- Develop a search timeline designed to conclude on or before March 31, 2027.
- Promote the vacancy through print and digital methods, subject to the reasonable discretion of the facilitators, to Kentucky school district administrative offices and other education-focused audiences, including the KSBA website, association publications, social media, and direct email to all Kentucky public school district superintendents.
- Post the vacancy announcement through the National Affiliation of Superintendent Searchers.
- Manage applicant correspondence and respond to routine public inquiries about the process in coordination with the district's communications staff.
- Communicate with candidates who are not selected to advance.
- Receive applications and supporting materials through KSBA's secure applicant portal and maintain those materials in an organized record for the screening committee's use throughout the search.
- Provide guidance on the current superintendent job market and candidate expectations.
- Provide administrative and logistical support for the screening committee, including organizing application materials, coordinating meetings, and facilitating the committee's review process. Candidate evaluation and selection decisions remain the responsibility of the committee.
- Prepare an interview guide and assist the Board and committee with interview techniques and process.
- Advise on the design of any public-comment or community-forum mechanism, including potential Open Records Act exposure of submitted comments.
- Assist with scheduling candidate interviews.
- Upon request, provide comparable compensation data as reference material for the Board and its counsel. Drafting the superintendent's contract and advising the Board on its terms remain the responsibility of the Board's counsel.
- Provide expert advice and assistance to the Board and screening committee throughout the search.

3. Staffing Commitment

KSBA will assign two facilitators for the duration of the engagement. One facilitator is expected to serve as the primary point of contact for the screening committee, while the second supports applicant correspondence, screening logistics, and interview coordination. Other KSBA staff may participate as needed to provide specialized expertise, administrative support, or additional facilitation capacity.

4. Services Outside the Scope of this Agreement

The following services are not included in the scope of this MOA. They are identified for transparency so the Board can determine whether any should be obtained through other resources or providers:

- Access to a proprietary passive-candidate database or a dedicated executive recruitment network designed to identify and recruit prospective candidates who are not actively seeking superintendent positions.
- Proprietary psychometric or leadership-assessment instruments.
- Candidate travel expenses.
- Background investigations of candidates, including criminal history, employment history, credential verification, and review of prior public controversies.
- Communications services beyond those identified in Section 2.
- Legal representation of the Board, screening committee, or district in any capacity, including any dispute, appeal, or litigation arising from the search.

5. Fees and Payment

Base Fee. The Board will pay KSBA a base facilitation fee of \$22,000 for the services in Sections 2 and 3. One-half of the base fee (\$11,000) is due upon execution of this MOA. The remaining \$11,000, together with reported facilitator travel expenses, is due at the end of the term.

Mileage and Travel. Mileage will be reimbursed at the standard mileage rate established by the Commonwealth of Kentucky on the date of travel. Other travel expenses, which may include meals and lodging when reasonably required by meeting length, time, or location, will be billed at cost.

6. Optional and Additional Services

The following services may be provided subject to the terms below:

- Facilitator presence beyond the ten (10) district meetings included in Section 2 will be billed at \$250.00 per meeting, plus mileage, for each facilitator in attendance.
- Participation in a limited number of community or public forums, with the scope and fee established by written agreement before the additional work begins.
- Expanded active, out-of-state candidate outreach beyond the promotion and posting described in Section 2, with the scope and fee established by written agreement before the additional work begins.
- Any other service not included in this MOA, with the scope and fee established by written agreement before the additional work begins.

7. No Successful Candidate; Restart of Search

If the process does not result in Board approval of a superintendent, including because no finalist is selected, a selected finalist declines or withdraws before a contract is approved, or a similar circumstance occurs, any restart of the search or repetition of the interview-and-selection phase is outside the base scope of this MOA. KSBA may conduct a new search if requested, but the scope and fee must be established by mutual written agreement before that work begins.

8. Term and Termination

This MOA begins on the Effective Date and continues until the services are completed or the MOA is terminated. Either Party may terminate this MOA for any reason by providing thirty (30) days' prior written notice to the other Party. Fees or other amounts paid before the effective date of termination are non-refundable. Any unpaid amounts due for work performed or expenses incurred before termination are due upon termination. Termination does not relieve either Party of obligations accrued before the effective date of termination.

9. Coordination and Points of Contact

Each Party will identify a primary point of contact for day-to-day coordination. Formal notices under this MOA should be delivered to the following representatives, or to any replacement representative designated in writing:

For KSBA	For the Board
Name/Title: _____	Name/Title: _____
Address: 260 Democrat Drive, Frankfort, KY 40601	Address: _____
Email: _____	Email: _____

10. Amendments and Entire Agreement

This MOA reflects the Parties' entire agreement concerning the superintendent search facilitation services described here. Any amendment, add-on service, or change in scope must be in writing and signed or otherwise formally approved by authorized representatives of both Parties.

11. Approval and Signatures

The individuals signing below represent that they are authorized to approve this MOA on behalf of their respective organizations. The Board's approval may be reflected in its official meeting minutes and by the signature of its authorized representative.

KENTUCKY SCHOOL BOARDS ASSOCIATION	FAYETTE COUNTY BOARD OF EDUCATION
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____