

Executive Search Service Agreement

This Executive Search Service Agreement (hereinafter “Agreement”) is a contract for services made and entered into effective as of October 7, 2025, and between the Minnesota School Boards Association, a Minnesota nonprofit corporation (hereinafter “MSBA”), and the School Board of Edina Public Schools, a Minnesota independent school district (hereinafter “School Board”).

I. MSBA

A. MSBA agrees to provide the services as indicated below.

- Conduct an initial planning meeting with the school board to establish the search timeline, discuss hiring criteria and stakeholder involvement, identify the district’s position in the marketplace, determine advertising venues, and finalize all processes and procedures for conducting the search.
- Collect stakeholder input through an online qualifications and quantitative data survey (in multiple languages as requested by the district). Results will be summarized for the school board by MSBA.
- Conduct focus groups and/or listening sessions with a cross-section of district stakeholders. Results will be summarized for the school board by MSBA.
- Host an online informational **Q&A with MSBA** session for all stakeholders regarding the superintendent search process and provide the recording for placement on the district’s website.
- Develop a color vacancy announcement and post on statewide job sites, in Revelus through the national NASS network, and on national job sites. Also share with the district for placement on its website.
- Directly contact Superintendents, Assistant/Associate Superintendents, Cabinet Members, Principals, and Assistant Principals across the state to inform them of the vacancy and application procedures.
- Directly contact potential candidates outside the state of Minnesota to recruit and inform them of the vacancy and application procedures.
- Develop all application procedures, handle applicants’ calls and correspondence, collect and review applicants’ files, and receive applicants’ credentials.
- Screen the applicant pool against the school board’s established hiring criteria and leadership profile.
- Conduct preliminary verification of references and pre-interviews and vetting of applicants who best meet the school board’s hiring criteria and leadership profile as determined by MSBA’s screening team.
- Conduct a meeting with the school board for purposes of interview training, developing interview questions, and clarifying interview schedules.



- Conduct a meeting with the school board for purposes of presenting candidate recommendations so the school board can select finalists for interviews, and clarifying remaining steps of the search process.
- Coordinate with finalists and be present during the first and second rounds of interviews.
- Prepare a news release for the district to send to the media, school district staff, and community that includes the names of the finalists who will be interviewed.
- Facilitate stakeholder involvement in the second round of interviews, if requested.
- Prepare a news release for the district to send to the media, school district staff, and community introducing the new superintendent.
- Assist in developing a transition plan for the new superintendent, if requested.
- Visit the new superintendent during their first year of employment.
- Facilitate a Transition Workshop to develop goals and/or expectations for the school board and superintendent within six months after the new superintendent begins work in the school district.

B. Additional Services

1. Upon request, additional services may be included as enhancement to the search.
2. The School Board may independently contract, at its own expense, for testing or evaluation services in addition to the services provided by MSBA's search team under this Agreement. MSBA does not recommend or endorse the necessity of such services. MSBA will not collect, receive, maintain, consider, or interpret the results of any testing or evaluation services as a part of, or with respect to, the services provided under this Agreement. Any recommendation(s) provided by MSBA in accordance with this Agreement will be based solely upon the services provided by MSBA under this Agreement and not upon any additional services obtained independently by the School Board.

C. Satisfaction Guarantee

MSBA will conduct the Edina superintendent search from a strong school board perspective, and with impartiality and professionalism while focusing on the School Board's identified hiring criteria. If, at any time during the first year of the new superintendent's contract the School Board releases the superintendent, MSBA will conduct a second superintendent search for no additional fee. However, the School Board would be responsible for new direct expenses, if any, incurred by MSBA for the second search.

NOTE: this guarantee is contingent upon the School Board's participation in MSBA's Transition Workshop (which must be held within six months after the new superintendent begins work in the district), and that the candidate ultimately hired as superintendent was included in MSBA's recommended slate of applicants as presented to the School Board prior to their selection of finalists.



II. The School Board

- A. The School Board agrees to pay \$29,000 for the search services provided by MSBA according to this Agreement. The School Board will pay the full amount due upon completion of the search, within thirty (30) days after receipt of an MSBA invoice.
- B. The School Board agrees to follow MSBA's executive search process, as described in **Section I.A.** and **I.B.** above.
- C. The School Board agrees that the School Board alone will select finalists for interviews.
- D. To the extent permitted by Minnesota law, the School Board agrees to hold harmless MSBA, its officers, directors, employees, and agents for any damages caused by any service or advice rendered pursuant to this Agreement.
- E. The School Board agrees that it will be solely responsible for responding to any request for government data regarding the executive search process, including compliance with the Minnesota Government Data Practices Act and the Minnesota Open Meeting Law.

III. Term

If this Agreement is not terminated as provided in **Section IV.** below, it shall continue until the new superintendent's employment contract has been signed by the School Board.

IV. Termination

This Agreement shall terminate as follows:

- A. immediately, upon written agreement of MSBA and the School Board; or
- B. immediately, upon receipt of written request of the School Board;
- C. sixty (60) days after the signing of a contract between the School Board and a new superintendent or completion of the post-hiring workshop (if requested) dealing with goals and/or team-building if scheduled beyond the sixty (60) days by mutual agreement of the parties; or
- D. at the written election of the aggrieved party, upon the occurrence of a material breach of this Agreement, provided that (i) the aggrieved party gives the other party that is in breach written notice of such breach; (ii) the aggrieved party is not itself then in material breach of any obligation, undertaking, or agreement that it is required to observe or perform pursuant to the terms of this Agreement; and (iii) the party receiving such notice does not cure such breach to the reasonable satisfaction of the aggrieved party within thirty (30) days following receipt of such notice.



V. Effect of Expiration or Termination

In the event this Agreement is terminated as provided in **Section IV.** above, this Agreement shall be of no further force or effect as of the date on which the termination is effective, and MSBA and the School Board shall thereafter be relieved and discharged from their obligations hereunder, except that:

- A. the School Board shall remain liable for obligations, including, but not limited to, a proportional fee plus expenses incurred by MSBA or its agents or employees, arising while this Agreement is in effect; and
- B. each party shall retain the right to seek any redress available under law for any loss or injury caused by the other party as the result of such party's breach of its obligations under this Agreement; and
- C. the parties shall cooperate to resolve promptly any outstanding financial or administrative matters.

VI. Notices

All notices and other communications called for by this Agreement shall be in writing and shall be deemed to be duly received (i) on the date given if delivered personally or by confirmed fax copy or e-mail; or (ii) five (5) days following posting if mailed or shipped postage prepaid, return receipt requested, by certified mail or reputable overnight carrier to the parties at the following addresses:

If to MSBA:	Minnesota School Boards Association 1900 West Jefferson Avenue St. Peter, MN 56082-3015
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If to the School Board:	Edina Public Schools 5701 Normandale Road Edina, MN 55424
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VII. Modification

This Agreement may be amended or modified only by a written instrument duly executed by both of the parties to this Agreement and may be waived only by a written instrument duly executed by the party waiving the right(s).

VIII. Independent Contractor

For all purposes under this Agreement, the relationship of MSBA to the School Board shall be that of an independent contractor. Nothing in this Agreement shall be deemed or construed to create an agency, an employer-employee relationship, or a partnership or joint venture relationship between the parties.



IX. Choice of Law

This Agreement is governed by the laws of the State of Minnesota. The parties agree that the courts of the State of Minnesota will be the sole forum in which any legal action concerning or relating to this Agreement will be brought.

X. Complete Agreement

This Agreement constitutes the entire agreement between MSBA and the School Board. No representations, alterations, variations, or oral understandings of the terms of this Agreement will be binding on either party.

IN WITNESS WHEREOF, the parties below have signed and entered into this Agreement.

Authorized Signer
Edina Public Schools

Printed Name

Date



Kirk Schneidawind, Executive Director
Minnesota School Boards Association

Kirk Schneidawind
Printed Name

10/7/25
Date

