UNIVERSITY CONTRACT FOR SPECIAL SERVICES MOREHEAD STATE UNIVERSITY Morehead, Kentucky

THIS AGREEMENT made and entered into on this <u>first</u> day of <u>July, 2017</u>, by and between MOREHEAD STATE UNIVERSITY, Morehead, Kentucky on behalf of the <u>College of Education</u>, hereinafter referred to as the <u>First Party</u>, and Rowan <u>County Board of Education</u>, hereinafter referred to as the <u>Second Party</u>:

WHEREAS, the First Party, in the exercise of its lawful duties, has determined the necessity of the performance of the following described functions, to wit: The need for special services of a National Board Certified and highly experienced teacher in conjunction with the MSU Teacher Leader/National Board project at Morehead State University.

NOW, THEREFORE, it is hereby and herewith mutually agreed by and between the Parties hereto as follows:

- 1. The **Second Party** agrees to furnish special services to the **First Party** as follows:

 To provide <u>Melissa Fickey</u> to serve as National Board Certified Teacher-in-Residence, between <u>July 1, 2017</u> and <u>June 30, 2018</u>.
- 2. For the services hereinabove set forth, the **First Party** agrees to pay to the **Second Party**, in the manner hereinafter described, the sum of \$52,455 payable upon receipt of invoices
- 3. The **Second Party** hereby assures the **First Party** that the services will be rendered by the person(s) identified above. The National Board Certified Teacher-in-Residence cannot be changed except by consent of both parties.
- 4. It is agreed that the following duties and responsibilities are made a part of this contract:
 - a. The services described herein will be performed between July 1, 2017 and June 30, 2018.
 - b. The **Second Party** will invoice the **First Party** semi-annually in January and May. Send invoices to: <u>Dean, College of Education, 100 Ginger Hall, Morehead State University, Morehead, KY, 40351.</u>
 - c. The First Party will reimburse the Second Party for the 2017-18 salary of _\$52,455, including fringe benefits. Melissa Fickey __shall remain an employee of the Second Party during the term of this agreement and the Second Party shall maintain workers compensation insurance, unemployment, retirement, primary general and educator's liability insurance as may be afforded to University employees and all other benefits attached to the school district's regular employment of Melissa Fickey. The Second Party shall indemnify and hold harmless the First Party, including costs and attorney fees, for any claim concerning all such benefits enumerated and those not specified in this paragraph.
 - d. The **First Party** shall provide secondary general liability and educator's insurance coverage as may be provided by its insurance carrier.
 - e. The duties and responsibilities of the National Board Certified Teacher-in-Residence will be assigned by the Dean of the College of Education in accordance with the activities outlined in the MSU Teacher Leader/National Board project funded by the Appalachian Regional Commission. Melissa Fickey is subject to same evaluations as provided fixed term faculty.
 - f. The **Second Party** or the **National Board Certified Teacher-in-Residence** shall provide a current criminal background check of <u>Melissa Flckey</u> for review and approval by the **First Party**.
 - g. Any changes or revisions to the content of this contract must be done in writing through the **First Party**, <u>Dean</u> of the College of Education or designee as negotiated by the **First Party** and **Second Party**.

First Party:		Second Party:	
Ву	MOREHEAD STATE UNIVERSITY Organization	Ву	Organization
Ву	Chris Miller, Interim Deam College of Education	Ву	Authorized Signature
Ву	Jay Morgan President or Designee	Ву	Printed Name
	7-24-17	Ву	Title

"Morehead State University is an equal opportunity educational institution"