

MEMORANDUM OF AGREEMENT

Between the
Ohio Valley Educational Cooperative (OVEC)
and

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is entered into this ___ day of April, 2023 by and between the Ohio Valley Educational Cooperative (“OVEC”) and ____ (“District”).

WHEREAS OVEC has received a School-Based Mental Health Services Grant (PR/Award Number S184H220028) from the US Department of Education with a performance period January 1, 2023 through December 31, 2027.

This agreement outlines the roles and responsibilities of OVEC and District for this grant program.

The Ohio Valley Educational Cooperative (OVEC) will be responsible for the following:

1. Project Leadership. OVEC is the entity solely responsible for performance of the federal award. OVEC will employ a Project Director for School-Based Mental Health Services who will be responsible for implementing the program.

2. Staffing. OVEC will hire a *certified school counselor* and assign the *counselor* to a high-need school identified by the District. The job description for the position will be the job description approved by the OVEC Board of Directors (see Exhibit A). The certified school counselor will be subject to OVEC Policies and Procedures and the OVEC Employee Handbook.

3. Salaries and Benefits. OVEC will provide a percentage of the costs for salary and fringe benefits for the certified school counselor as specified in the schedule below. Salary figures will be determined by OVEC’s Certified Salary Schedule (see Exhibit B) and will be subject to annual increases as described in the OVEC Employee Handbook. The school counselor will receive fringe benefits available to all full-time OVEC employees (see Exhibit C).

Schedule of OVEC Cost Contribution

- a. 2023-2024 School Year: 74%
- b. 2024-2025 School Year: 74%
- c. 2025-2026 School Year: 73%
- d. 2026-2027 School Year: 73%
- e. 2027-2028 School Year: 73%

4. Invoices. OVEC will invoice the District for its percentage of costs for salary and fringe benefits. Invoices will be submitted quarterly.

5. Supervision. OVEC’s Project Director for School-Based Mental Health Services will be the supervisor for the grant-funded certified school counselor. OVEC will conduct evaluations, using OVEC’s Performance Appraisal and the Other Professionals Growth and Effectiveness

System (OPGES) framework adopted by the Kentucky Department of Education, for the school counselor. OVEC will provide ongoing professional learning opportunities for the school counselor. OVEC's Chief Executive Officer will approve all personnel actions for grant-funded school counselors.

6. Communication. OVEC agrees to inform school administrators of absences and leaves of the certified school counselor as soon as reasonably possible. OVEC agrees to require collaboration and communication between OVEC's certified school counselor and school staff.

7. Confidentiality. OVEC agrees to and will require school counselors to comply in all respects with provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended. OVEC agrees to inform school counselors of Nondisclosure Agreements, or other legal instruments, required by the District for staff to access student data and records. OVEC agrees not to collect, report, or otherwise publish any student's Personally Identifiable Information. OVEC agrees that grant-funded school counselors will be the only OVEC staff with access to data and records of students served by this grant available through Infinite Campus.

8. Liability Insurance. OVEC is solely responsible for providing liability insurance (including general liability, excess liability, and educator legal liability) for grant-funded certified school counselors.

9. Technology. OVEC will provide a laptop computer for the certified school counselor.

10. Crisis Counseling. In the event of a school crisis or emergency in the OVEC region, OVEC reserves the right to temporarily assign grant-funded school counselors for short-term crisis counseling in other schools or districts.

The District will be responsible for the following:

1. Hiring. The District will assign a staff member to participate in job interviews for the certified school counselor. The District will provide meeting space for conducting the interviews. The District agrees to the use of OVEC's processes for assessing applicants, which will include interview questions, performance tasks, reference checks, and hiring recommendations to the OVEC Chief Executive Officer by consensus of the interview committee.

2. Assignment. The District will utilize the services of the certified school counselor for a period of days specified below.

- a. 2022-2023 School Year: Prorated days based upon date of hire
- b. 2023-2024 School Year: Up to 220 days
- c. 2024-2025 School Year: Up to 220 days
- d. 2025-2026 School Year: Up to 220 days
- e. 2026-2027 School Year: Up to 220 days
- f. 2027-2028 School Year: Prorated days based upon grant closeout instructions from the US Department of Education.

3. Salaries and Benefits. The District will provide a percentage of the costs for salary and fringe benefits for the certified school counselor as specified in the schedule below. The source of funds for these costs will be non-federal.

Schedule of District Cost Contribution

- a. 2023-2024 School Year: 26%
- b. 2024-2025 School Year: 26%
- c. 2025-2026 School Year: 27%
- d. 2026-2027 School Year: 27%
- e. 2027-2028 School Year: 27%

4. Duties of Counselor. The District agrees that 60% or more of the counselor's time must consist of providing counseling and related services directly to students (in accordance with KRS 158.4416). The District may assign the grant-funded counselor additional duties in the school provided (1) the duties are commensurate in nature and scope with duties required of other certified school staff and (2) the duties conform with the American School Counselor Association's guidelines for "Appropriate and Inappropriate Activities for School Counselors" (See Exhibit D). The District agrees to the assignment by OVEC of the grant-funded school counselor to other grant requirements, including professional learning and reporting, as needed.

5. Collaboration. The District agrees to require collaboration and communication between school staff and OVEC's certified school counselor.

6. Performance Feedback. The District agrees to provide ongoing feedback to OVEC on the performance of the certified school counselor. The principal of the high need school will complete a quarterly performance feedback form. The principal of the high need school will provide input on the annual OPGES summative form.

7. Access to Infinite Campus. The District will provide Infinite Campus access to the grant-funded school counselor for the counselor's assigned high-need school. The District will provide OVEC with Nondisclosure Agreements, or other legal instruments, required for staff to access student data and records through Infinite Campus.

8. Resources. The District will reasonably furnish the certified school counselor with equipment and supplies necessary for job performance. The District will provide the school counselor with an email address, other logins, and network access required for job duties. The District will provide a workspace for the certified counselor and a private area for counseling services to occur.

OVEC and the District Agree to the following Terms and Conditions

1. Termination: Either party may terminate this Agreement with sixty (60) days prior written notice to the other party.

2. Amendment: This Agreement may be modified or amended by the written agreement of OVEC and the District.

3. Independent Parties: OVEC and the District shall be considered to be independent parties and neither shall be construed to be an agent or representative of the other party, and therefore have no liability for the acts or omissions of the other party.

4. Captions: Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provisions hereof.

5. Entire Agreement: This Agreement contains the entire agreement between OVEC and the District and supersedes any and all prior agreements, either written or oral; provided, however, that any written agreements executed contemporaneously with the executive of this Agreement and incorporated herein by reference shall remain in full force and effect.

6. Severability: If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision of this agreement.

7. Counterparts: This agreement may be executed in counterparts, in which case each executed counterpart shall be deemed original and all executed counterparts shall constitute one and the same instrument.

8. Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

Jason Adkins
Chief Executive Officer
Ohio Valley Educational Cooperative

Date

_____, Superintendent

Date

EXHIBIT A

Ohio Valley Educational Cooperative Job Description Certified School Counselor

RESPONSIBLE TO: Project Director of School Based Mental Health Services

MINIMUM QUALIFICATIONS: Must have a master's degree in school counseling. Must have a certification in school counseling, all grades, issued by the Office of Educator Licensure and Effectiveness. Must be highly motivated, detail-oriented, organized, and have strong basic technology skills. Must have the ability to establish and maintain strong cooperative relationships with educators at placement sites. Knowledge of evidence-based supports for school-based mental health in a multi-tiered systems of support framework preferred. Experience in building a comprehensive school counseling program using the [*Kentucky Framework of Best Practices for School Counselors*](#) is highly desirable. Some travel between OVEC's Central Office and the placement site will be required - mileage reimbursed.

SCOPE OF RESPONSIBILITIES: The job functions of a Kentucky school counselor include maintaining a professional identity, supporting all K-12 students in their social/emotional, academic and career development, and being an active school leader who is reflective about his/her comprehensive school counseling program. The school counselor will provide data-informed, universal and targeted learning experiences to develop the whole child in a diverse society.

SPECIFIC RESPONSIBILITIES:

1. Build and/or adhere to a Comprehensive School Counseling Program that is aligned with the American School Counselor Association National Model and the Kentucky Framework of Best Practices for School Counselors.
2. Deliver direct student services including classroom, small group, and individual counseling with students no less than 60% of the time while students are in session.
3. Contribute to a positive, supportive school and community culture and climate that embraces cultural diversity and helps to promote all students' academic, career, and social/emotional development.
4. Collect data as specified in the performance measures in the school based mental health services grant.
5. Collaborate with administrators and other certified mental health professionals on components of comprehensive school counseling at placement site.
6. Participate in regional, state, and national professional learning opportunities.
7. Provide professional learning opportunities for participating districts on evidence based mental health supports.
8. Comply with terms outlined in the U.S. Department of Education School-Based Mental Health Services Grant.
9. Perform other duties as assigned by the Project Director.

TERM/TIME OF EMPLOYMENT: Annual contract of up to 220 days.
U.S. Department of Education School-Based Mental Health Services Grant Period 01/01/2023 -
12/31/2027

COMPENSATION: Certified School Counselor Salary Schedule

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EXHIBIT B

Certified School Counselor				
Up to 220 days				
STEP	MA		Rank 1	
0	\$256.00	\$56,320.00	\$284.00	\$62,480.00
1	\$259.84	\$57,164.80	\$288.26	\$63,417.20
2	\$263.74	\$58,022.27	\$292.58	\$64,368.46
3	\$267.69	\$58,892.61	\$296.97	\$65,333.98
4	\$271.71	\$59,776.00	\$301.43	\$66,313.99
5	\$275.78	\$60,672.64	\$305.95	\$67,308.70
6	\$279.92	\$61,582.72	\$310.54	\$68,318.34
7	\$284.12	\$62,506.47	\$315.20	\$69,343.11
8	\$288.38	\$63,444.06	\$319.92	\$70,383.26
9	\$292.71	\$64,395.72	\$324.72	\$71,439.01
10	\$297.10	\$65,361.66	\$329.59	\$72,510.59
11	\$301.55	\$66,342.08	\$334.54	\$73,598.25
12	\$306.08	\$67,337.22	\$339.56	\$74,702.22
13	\$310.67	\$68,347.27	\$344.65	\$75,822.76
14	\$315.33	\$69,372.48	\$349.82	\$76,960.10
15	\$320.06	\$70,413.07	\$355.07	\$78,114.50
16	\$324.86	\$71,469.27	\$360.39	\$79,286.22
17	\$329.73	\$72,541.31	\$365.80	\$80,475.51
18	\$334.68	\$73,629.42	\$371.28	\$81,682.64
19	\$339.70	\$74,733.87	\$376.85	\$82,907.88
20	\$344.79	\$75,854.87	\$382.51	\$84,151.50
21	\$349.97	\$76,992.70	\$388.24	\$85,413.77
22	\$355.22	\$78,147.59	\$394.07	\$86,694.98
23	\$360.54	\$79,319.80	\$399.98	\$87,995.40

24	\$365.95	\$80,509.60	\$405.98	\$89,315.34
25	\$371.44	\$81,717.24	\$412.07	\$90,655.07
26	\$377.01	\$82,943.00	\$418.25	\$92,014.89
27	\$382.67	\$84,187.15	\$424.52	\$93,395.12

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EXHIBIT C

Fringe Benefit Rates	
Benefit	Calculation Method
Teachers' Retirement	16.105% of Certified salaries
Medicare	1.45% of all salaries
Unemployment Insurance	0.3% of the first \$11,100 of salary
Workman's Comp. Ins.	0.1403% of all salaries
Health Insurance	\$9,000 per year per staff member
Group Life Insurance	\$42.60 per year per staff member
Liability Insurance	\$80.89 per year per staff member

EXHIBIT D

Appropriate and Inappropriate Activities for School Counselors

Appropriate Activities for School Counselors	Inappropriate Activities for School Counselors
<ul style="list-style-type: none"> ■ advisement and appraisal for academic planning 	<ul style="list-style-type: none"> ■ building the master schedule
<ul style="list-style-type: none"> ■ orientation, coordination and academic advising for new students 	<ul style="list-style-type: none"> ■ coordinating paperwork and data entry of all new students
<ul style="list-style-type: none"> ■ interpreting cognitive, aptitude and achievement tests 	<ul style="list-style-type: none"> ■ coordinating cognitive, aptitude and achievement testing programs
<ul style="list-style-type: none"> ■ providing counseling to students who are tardy or absent 	<ul style="list-style-type: none"> ■ signing excuses for students who are tardy or absent
<ul style="list-style-type: none"> ■ providing counseling to students who have disciplinary problems 	<ul style="list-style-type: none"> ■ performing disciplinary actions or assigning discipline consequences
<ul style="list-style-type: none"> ■ providing short-term individual and small-group counseling services to students 	<ul style="list-style-type: none"> ■ providing long-term counseling in schools to address psychological disorders
<ul style="list-style-type: none"> ■ consulting with teachers to schedule and present school counseling curriculum lessons based on developmental needs and needs identified through data 	<ul style="list-style-type: none"> ■ covering classes when teachers are absent or to create teacher planning time
<ul style="list-style-type: none"> ■ interpreting student records 	<ul style="list-style-type: none"> ■ maintaining student records
<ul style="list-style-type: none"> ■ analyzing grade-point averages in relationship to achievement 	<ul style="list-style-type: none"> ■ computing grade-point averages
<ul style="list-style-type: none"> ■ consulting with teachers about building classroom connections, effective classroom management and the role of noncognitive factors in student success 	<ul style="list-style-type: none"> ■ supervising classrooms or common areas
<ul style="list-style-type: none"> ■ protecting student records and information per state and federal regulations 	<ul style="list-style-type: none"> ■ keeping clerical records
<ul style="list-style-type: none"> ■ consulting with the school principal to identify and resolve student issues, needs and problems 	<ul style="list-style-type: none"> ■ assisting with duties in the principal's office
<ul style="list-style-type: none"> ■ advocating for students at individual education plan meetings and 504 meetings, student study teams and school attendance review boards, as necessary 	<ul style="list-style-type: none"> ■ coordinating schoolwide individual education plans, 504 plans, student study teams, response to intervention plans, MTSS and school attendance review boards
<ul style="list-style-type: none"> ■ analyzing disaggregated schoolwide and school counseling program data 	<ul style="list-style-type: none"> ■ serving as a data entry clerk