



**BAY DISTRICT SCHOOLS
DEPARTMENT OF HUMAN RESOURCES
JOB DESCRIPTION**

TITLE: REGISTERED MENTAL HEALTH COUNSELOR IN TRAINING (SBMH GRANT)

QUALIFICATIONS:

1. Registered as a Mental Health Counselor, Marriage and Family Therapist, or Clinical Social Worker pursuant to Florida Statute Chapter 491.
2. Minimum of three (3) years of professional experience working with children and their educational needs, preferred
3. Valid Florida driver's license required
4. Eligible for admittance, and maintain enrollment and continued good standing, in an accredited educational program as noted and approved by the School-based Mental Health (SBMH) grant.

PHYSICAL REQUIREMENTS: Light

- *Light Work: Exerting up to 25 pounds of force occasionally and/or up to 15 pounds of force as frequently as needed to move objects.*
- *Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently and/or up to 10 pounds of force as needed to move objects.*
- *Heavy Work: Exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently and/or up to 20 pounds of force as needed to move objects.*

REPORTS TO: As assigned by Bay District Organizational Structure.

SUPERVISES: As assigned by Bay District Organizational Structure.

PERFORMANCE RESPONSIBILITIES:

1. Collaborates with the school-based Problem-Solving Team (PST), which includes professional school counselors, student wellness team members, psychologists, MTSS interventionists, ESE representatives and administrators/designee, to identify appropriate intervention services for students.
2. Administers clinical assessments, identifies diagnoses and develops treatment plans for students referred through the community of care referral process.
3. Completes social and developmental histories, classroom observations and academic/behavioral screening as referred by the PST.
4. Provides individual psychotherapy to students evaluated and determined to meet the criteria of educationally relevant school-based service.
5. Provides risk assessment and referrals to Mobile Response Team for follow-up, when appropriate.
6. Collaborates with licensed staff to determine involuntary examination criteria.
7. Provides direct instruction of targeted social/personal skills to students.
8. Travels to schools, students' homes and various sites within the district, as warranted.
9. Maintains effective record-keeping and communication skills in compliance with district and state guidelines, rules and laws.
10. Adheres to professional mental health work standards, the Code of Ethics for the profession and state-mandated abuse/neglect reporting statutes.
11. Participates in ongoing supervision, professional development and state licensure requirements as it relates to the goals of the School-based Mental Health (SBMH) grant.
12. Complies with the School-based Mental Health (SBMH) grant requirements relating to school counselor or other Mental Health certifications.
13. Performs other duties as assigned.

TERMS OF EMPLOYMENT:

1. Successful completion of State and Federal Background check is required for employment.
2. Ten (10) months. Paygrade as established by the School Board in current Salary Placement Schedule 5.

EVALUATION: Performance evaluated annually in accordance with School Board Policy.

Holly Buchanan

Reviewed by Dept. of Human Resources

APPROVED JUL 25 2023

Adopted by Bay District School Board

EDUCATIONAL EXPENSE REIMBURSEMENT AGREEMENT

This Educational Expense Reimbursement Agreement (the “Agreement”) is entered into this ____ day of _____, 2023 (the “Effective Date”), by and between _____ (the “Recipient”) and the School Board of Bay County, Florida (the “School Board”).

WHEREAS, the School Board received certain funds through the School-Based Mental Health (“SBMH”) Services Grant Program (the “Grant Program”); and

WHEREAS, the purpose of the Grant Program is to provide funding to increase the number of credentialed school-based mental health professionals, including certified school counselors and licensed mental health professionals; and

WHEREAS, the Recipient is an employee of the School Board and desires to obtain a degree or licensure under an accredited educational program that meets the SBMH grant goals; and

WHEREAS, the School Board desires to pay for the Recipient’s tuition payments and education costs to obtain the Degree or licensure, in exchange for the Recipient’s commitment to work for the School Board as a certified school counselor or licensed mental health counselor after obtaining the Degree.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations set for herein, the parties agree as follows:

1. Definitions.

- a) “Degree” means _____.
- b) “Educational Expenses” means payments for tuition, books, certification fees, and licensure fees made on behalf of Recipient. Education Expenses may also include any fees paid to mental health professionals for supervision of candidates for licensure.
- c) “Employment Period” means the time period that Recipient is required to work for the School Board as a certified school counselor or licensed mental health counselor after obtaining the Degree in order to avoid repaying the Educational Expenses. The Employment Period will be measured in semesters, but shall in no event be fulfilled prior to the end of an annual contract year. The Employment Period shall be equal to the number of semesters calculated as the Enrollment Period and is completed upon fulfillment of the Recipient’s annual contract for employment during which the Recipient completes the final required semester.
- d) “Enrollment” means acceptance into an accredited educational program which will meet the SBMH grant goals.
- e) “Enrollment Period” means the time period in which the Recipient is enrolled in the SBMH accredited program to obtain the Degree. The Recipient’s Enrollment Period will be measured in semesters of enrollment for which the Recipient received Educational Expenses.

- f) “Reasonable time” means the time under which the SBMH accredited educational program requires the Recipient to complete all coursework, clinical experience, and other requirements for the Degree.
2. Recipient’s Obligations. Recipient, while continuing to work for the School Board, will perform as follows:
- a) Recipient shall provide documentation to School Board demonstrating enrollment in an accredited educational program meeting the SBMH grant goals and providing the qualifying Degree, and provide any other reasonable information as requested by School Board;
 - b) Recipient shall regularly attend all scheduled classes and clinical internships to the best of their ability and shall diligently work to pass all required courses and complete the requirements of the Degree;
 - c) Recipient shall obtain the Degree in a reasonable time, such time period being referred to as the “Enrollment Period”;
 - d) Upon completion of the Degree, Recipient agrees to continue his/her employment with the School Board and work as a certified school counselor or licensed mental health counselor for the duration of their Employment Period. Recipient shall have no obligation to repay any Educational Expenses if Recipient maintains continuous employment with the School Board as a certified school counselor or licensed mental health counselor during the Employment Period.
3. School Board’s Obligations. School Board shall:
- a) Pay the Educational Expenses of Recipient pursuing the Degree until the earlier of (i) Recipient obtaining the Degree, or (ii) the expiration of the Grant Program. In order to receive a payment of Educational Expenses, the Recipient must provide School Board with any information reasonably requested by the School Board that would be necessary to provide the Educational Expenses under the Grant Program. School Board shall not be required to pay any Educational Expenses that are paid by any other grant or scholarship received by Recipient.
 - b) Employ a program coordinator to assist the Recipients in navigating the Grant Program and obtaining their Degree by providing access to information and offering mentoring and coaching.
4. Default. The following shall be considered an “Event of Default” under the Agreement:
- a) Recipient drops out of the Degree program or fails to obtain passing grades in the Degree program;
 - b) Recipient voluntarily terminates their employment or is terminated for good cause by the School Board during the Enrollment Period;
 - c) Recipient voluntarily terminates their employment or is terminated for good cause by School Board within the Employment Period.

- 5. Repayment upon Default. If an Event of Default occurs under this Agreement, the Recipient shall refund the total Educational Expenses provided by the School Board. Recipient authorizes the School Board to deduct the amount of any Educational Expenses required to be refunded under this section from any compensation owed to Recipient, including but not limited to salary, wages, bonuses, or vacation pay.
- 6. No Guarantee of Employment. Nothing in this Agreement shall constitute a commitment or guarantee on the part of the School Board to provide employment to the Recipient for any specific period of time. Unless otherwise provided in a separate employment contract, the Recipient’s employment shall remain “at will.”
- 7. Miscellaneous.

- a) Notices. All notices, consents, demands, or other communications required or permitted to be given pursuant to this Agreement shall be in writing by e-mail and hard copy, and shall be deemed sufficiently given and received on: (i) the day on which delivered personally or via facsimile transfer during a business day to the appropriate location(s) listed below; (ii) one business day after delivered to a nationally recognized overnight delivery service such as Federal Express or Airborne Express for overnight delivery to the appropriate location(s) listed below; or (iii) three business days after the posting thereof by United States registered or certified first class mail, return receipt requested with postage and fees prepaid and addressed as follows:

If to School Board: Dawn Capes
1311 Balboa Avenue
Panama City, Florida 32401

If to Recipient: _____

- b) No Waiver. No change, waiver or discharge of the provisions in this Agreement shall be valid unless in writing and signed by the party against which it is sought to be enforced. No delay or omission by either party in exercising any right or remedy or enforcing any obligation hereunder shall be construed as a waiver of that right, remedy or obligation. A waiver by either of the parties of any default or breach shall not operate as a waiver of any succeeding default or breach or any other default or breach of this Agreement.

- c) Amendments. This Agreement may be modified and amended only by written instrument executed by both parties.

- d) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.
- e) Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane, and other natural disasters; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) other similar events beyond the reasonable control of the affected party. The party suffering a Force Majeure Event shall give notice within 5 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
- f) Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- g) Governing Law; Venue. This Agreement shall be governed by the laws of the State of Florida without giving effect to any rules of conflicts of law. Venue of any disputes relating to this Agreement shall be in Bay County, Florida.
- h) Attorneys' Fees. If any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.
- i) Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- j) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable by a court, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

k) Assignment. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year set forth above.

The School Board of Bay County, Florida:

By:

Date: _____

Recipient:

Date: _____

Printed Name: _____