

Memorandum of Understanding (MOU)

Between

State College Area School District

and

State College Area Education Association

Purpose and Intent

This Memorandum of Understanding (MOU) is entered into by State College Area School District (SCASD) and State College Area Education Association (SCAEA) to clarify and formalize distinctions between School-Based Mental Health Counselors (SBMHCs) and Intensive Outpatient Program Mental Health Therapists (Clinical Mental Health Therapists). The purpose is to protect bargaining unit work, ensure clarity of responsibilities, and uphold legal requirements.

Definitions

School-Based Mental Health Counselors (SBMHCs): District-employed professionals providing prevention, early intervention, and responsive services aligned with MTSS. They are members of the bargaining unit.

Intensive Outpatient Program Mental Health Therapists (Clinical Mental Health Therapists): Licensed or license-eligible clinicians delivering structured, clinical mental health treatment within the District's IOP and/or clinical mental health model.

Intensive Outpatient Program (IOP): A multi-hour therapeutic program providing intensive behavioral health treatment for students requiring clinical mental health services that are recommended by a medical provider and are beyond school counseling or school-based mental health services.

Responsibilities of School-Based Mental Health Counselors

SBMHCs shall:

- Provide Tier 1-3 MTSS-aligned services.
- Conduct non-clinical assessments, short-term counseling, and Social Emotional Learning (SEL) support.
- Participate in school-level crisis response.
- Maintain educational records in compliance with FERPA.

SBMHCs shall NOT:

- Provide clinical therapy required for IOP treatment.
- Complete medical documentation or billing forms.
- Serve as primary clinicians for IOP-enrolled students.

Responsibilities of Intensive Outpatient Program Mental Health Therapists

Clinical Mental Health Therapists shall:

- Provide evidence-based individual, group, and family therapy.
- Maintain HIPAA-compliant clinical documentation.
- Assist in developing and following the prescribed treatment plan.
- Conduct risk assessments, treatment planning, and discharge planning.
- Work within a multidisciplinary clinical team.
- Assist and support the medication management recommendations from the medical provider and/or physician.
- Coordinate with school personnel while respecting confidentiality laws.

Clinical Mental Health Therapists shall NOT:

- Provide Tier 1 SEL instruction.
- Perform supervision duties outside their clinical role.
- Replace or diminish bargaining unit work.

Reporting Structure and Supervision

SBMHCs are supervised by district administrators in accordance with the collective bargaining agreement.

Clinical Mental Health Therapists receive clinical supervision from licensed supervisors and SCASD administrative oversight per district or agency requirements.

Confidentiality and Compliance

Both parties agree to uphold FERPA, HIPAA, IDEA, Section 504, PPRA, and applicable state laws. Collaboration shall occur without violating protected records or commingling HIPAA and FERPA data.

Work Hours, Caseloads, and Work Conditions

SBMHCs follow the CBA for work parameters/hours, caseload, evaluation, and work conditions.

Clinical Mental Health Therapists follow clinical scheduling based on program needs and clinical standards. Their duties shall not supplant bargaining unit responsibilities.

Professional Liability and Indemnification

The District will provide reimbursement to SBMHCs, as requested, for liability protection per the CBA. Contracted IOP and/or clinical mental health agencies shall maintain independent liability coverage. Each party indemnifies the other to the extent permitted by law.

Dispute Resolution

Dispute resolutions should follow the procedures and timeline as outlined in the Collective Bargaining Agreement (CBA). If unresolved, issues escalate to the Superintendent and Association President before formal grievance procedures.


Amendments

Amendments must be made in writing and mutually approved by both parties.

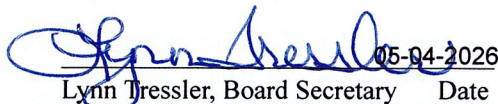
Non-Precedent Clause

This MOU shall not establish precedent for future negotiations.

FOR THE DISTRICT:


05-04-2026
Dr. Aaron Miller, Board President Date

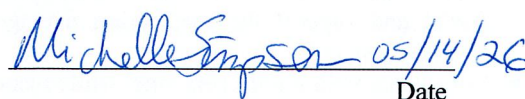
ATTEST:


05-04-2026
Lynn Tressler, Board Secretary Date

FOR THE ASSOCIATION:


5/14/26
Shai McGowan, President Date

ATTEST:


05/14/26
Michelle Simpson Date