

AGREEMENT FOR SCHOOL-BASED SERVICES
Between
Boone County School District
And
Northern Kentucky University

This Agreement, dated this 14th day of May, 2026 (the “Effective Date”), is made and entered into by and between the **Boone County School District** (“the District”), located at 8330 U.S. Highway 42, Florence, KY 41042, and **Northern Kentucky University**, an agency and instrumentality of the Commonwealth of Kentucky (“University” or “NKU”) located at 1 Louie B. Nunn Drive, Highland Heights, KY 41099, on behalf of its College of Health and Human Services’ Counseling Program (collectively, the “Parties”).

WHEREAS, the University is an accredited program offering graduate education in Clinical Mental Health Counseling; and

WHEREAS, the University oversees supervised practice opportunities for graduate counseling students (“Counselors-in-Training”) through supervised field placements; and

WHEREAS, the University requires placement experiences and the use of field site facilities in the tri-state area; and

WHEREAS, the District enrolls and provides educational services to children in Boone County, Kentucky; and

WHEREAS, the District seeks to bring child mental/behavioral health services into the District’s facilities, and to increase student and family access to such services; and

WHEREAS, the Parties desire to collaborate on addressing behavioral health issues that impact the students’ learning experience, and assist students in meeting their maximum academic potential.

NOW THEREFORE, in furtherance of this collaborative arrangement, the Parties agree as follows:

Section 1. University’s Obligations.

- A. Counselors-in-Training. University shall select and assign qualified graduate-level counseling students for placement within the District. Counselors-in-Training are students participating in an academic program and shall not be deemed employees, agents, or independent contractors of the District, nor shall they have authority to bind the District.

- B. Services Provided. Counselors-in-Training will be responsible for providing group workshops for incoming freshmen students addressing the personal and social skills vital for a successful high school career.
- C. Supervision. University shall be responsible for the clinical supervision of Counselors-in-Training and for ensuring that all services are provided under appropriate supervision in accordance with applicable licensure and accreditation requirements.
- D. Insurance. University agrees to ensure Counselors-in-Training shall possess and maintain professional liability insurance. University shall furnish a copy of each Counselor-in-Training's insurance policy to the District only upon written request.
- E. Confidentiality; Student Records (FERPA). The Parties acknowledge that, in the course of performing under this Agreement, University and its Counselors-in-Training may have access to student education records protected under the Family Educational Rights and Privacy Act ("FERPA"). To the extent applicable, University and its Counselors-in-Training shall be considered "school officials" with a legitimate educational interest and shall use such information solely for purposes of carrying out services under this Agreement.

University shall ensure that its Counselors-in-Training maintain the confidentiality of all student information and do not disclose such information except as permitted by FERPA and applicable law.

University agrees to require each Counselor-in-Training to execute the District's Third Party Service Provider Conduct and Confidentiality Agreement prior to providing services.

Unauthorized disclosure of protected information may result in appropriate legal, regulatory, or administrative consequences and may constitute grounds for removal from the placement or termination of this Agreement.
- F. No Financial Obligation. University acknowledges that this Agreement does not create any financial obligation by the District.

Section 2. District's Obligations.

- A. Facilities. District will provide a private office or other space for University's Counselors-in-Training to deliver services pursuant to this Agreement and maintain confidentiality.
- B. Point of Contact. District shall designate a contact person to facilitate communication between Counselors-in-Training and its students' families, and to serve as a local contact person for general assistance.
- C. Referrals. District and its staff will provide written referrals through school counselors, teachers, or administrators. District shall obtain appropriate consent and release(s) of

information from the child's parent or guardian in order to enable the information exchange needed between Counselors-in-Training and appropriate District personnel.

- D. Observations. In accordance with Board Policies and Procedures, and subject to classroom schedules, District may provide Counselors-in-Training with classroom access to observe children referred for services.
- E. Policies and Procedures. District shall make available applicable policies and procedures to Counselors-in-Training to which they shall be expected to adhere while on the District premises.
- F. Emergency Protocols. District shall provide emergency response protocols. These protocols shall be clear, concise, and provide step-by-step guidance for Counselors-in-Training to follow when feeling physically, emotionally, or otherwise in need of help during counseling sessions or during other times in the field placement experience.
- G. Incident Reporting. District shall promptly notify University of any incidents involving Counselors-in-Training.

Section 3. Mutual Obligations. The Parties mutually agree to the following:

- A. Term. This Agreement shall commence on the Effective Date and continue through July 29, 2026, unless earlier terminated or extended by mutual written agreement. Mutual assessment and evaluation of services shall occur during the period of this Agreement and shall form a basis for decisions for continuation and/or revision of services.
- B. Exchange of Information. The Parties agree to draft and sign student information exchange agreements within each organization's respective legal authority to do so.
- C. Removal of Counselors-in-Training. District reserves the right, in its reasonable discretion, to require the removal of any Counselor-in-Training from District property or activities at any time for failure to comply with District policies, applicable law, or for conduct that the District determines is inconsistent with the safety, welfare, or best interests of its students or staff.

The University likewise reserves the right, in its discretion, to remove or reassign any Counselor-in-Training from placement within the District at any time, including, but not limited to, situations involving academic, supervisory, or programmatic concerns.

The Parties agree to communicate promptly regarding any such removal or reassignment and, where appropriate, to cooperate in facilitating an orderly transition.

- D. Amendment. This Agreement may be amended only by written agreement signed by both Parties.

- E. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws and regulations, including, as applicable, laws governing student privacy, educational records, and the provision of counseling or mental health services.
- F. Termination. Either Party may terminate this Agreement upon thirty (30) days advance written notice.
- G. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any rights, defenses, or protections available to the University under the doctrine of sovereign immunity or applicable law.
- H. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions or understandings.
- I. Third-Party Beneficiaries. This Agreement does not create any rights in any third party.
- J. Governance. This Agreement shall be governed by the laws of the Commonwealth of Kentucky. Any claims against the University shall be brought only in the appropriate forum as required by Kentucky law, including, where applicable, the Boone Circuit Court or the respective federal courts.
- K. Written Notice. Any written notice provided under this Agreement or required by law shall be deemed to have been given and received when it is sent by certified mail or hand delivered to the other Party. The official recipients of such notices shall be as follows:

Dr. Jeff Hauswald, Superintendent
Boone County School District
8330 US Highway 42
Florence, KY 41042

Dana Ripley, Ph.D.
Clinical Director, Clinical Mental Health Counseling Program
Northern Kentucky University
1 Louie B. Nunn Drive
Highland Heights, KY 41099

IN WITNESS WHEREOF, the District and University execute this Agreement to be effective upon approval of the Board of Education at the April regular meeting.

BOONE COUNTY SCHOOL DISTRICT

By: _____

Date: _____

Printed Name: _____

Title/Position: _____

NORTHERN KENTUCKY UNIVERSITY

By: 

Date: 05/04/2026

Dr. Peter Hoffmann
Vice Provost for Graduate Education, Research and Outreach

By:  Gannon Tagher (May 4, 2026 13:19:57 EDT)

Date: 05/04/2026

Dr. Gannon Tagher, Dean
College of Health and Human Services

By: 

Date: 05/04/2026

Dr. Alar Lipping, Director
School of Kinesiology, Counseling, and Rehabilitative Sciences

By: 

Date: 05/04/2026

Dr. Dana Ripley, Clinical Director

EXHIBIT A

**BOONE COUNTY SCHOOL DISTRICT
THIRD PARTY SERVICE PROVIDER CONDUCT AND CONFIDENTIALITY AGREEMENT**

It is the policy of the Boone County School District to provide its employees and students with a level of privacy and confidentiality with any information concerning any of our employees or students. In the course of your work, you may have access to confidential information (oral, written or computer generated not otherwise available to the public at large) about employees or students, and their families and/or personal business. It is further the policy of the Boone County School District to set standards of acceptable conduct for all persons who enter its property and engage with its students.

I understand that, as a Third-Party Service Provider in the Boone County School District, I am not permitted to share any personal information about District students, staff, parents/families, and volunteers with any individuals who do not have an educational need to know that information. I agree that I will not disseminate, either in writing or verbally, any personally identifiable information about students, parents/guardians, staff and District volunteers, nor any student's academic, medical, physical, or mental health information. I agree to hold any such information in strict confidence as required by relevant state and federal laws, including the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99.

As a Third-Party Service Provider in the Boone County School District, I also understand and agree that I will ensure that the confidential and personal information I receive is kept safe and secure from any unauthorized access, which includes preventing access to any computer files, paper files or other media which may contain this information. I will not make or keep any electronic copies with any information about students, parents/guardians, staff or other volunteers that I have learned or received as part of my volunteer work.

As a Third-Party Service Provider in the Boone County School District, I also understand and agree that I may have direct access to students on District Property for the purpose of providing services per contractual agreement with my employer. I agree that I will engage in appropriate and professional conduct during all interactions with students, including but not limited to: refraining from imposing any of my own personal, religious or political views upon students.

I further understand and agree that I have read the Boone County School District's Policies and Procedures, and agree to abide by all rules and requirements set forth therein while on District property and engaging with District students.

I HAVE READ THIS CONFIDENTIALITY AGREEMENT AND AGREE TO ITS TERMS.

Signature: _____

Printed Name: _____

Date: _____












NKU Pathways to Progress V4


Final Audit Report

2026-05-04

Created:	2026-05-04
By:	Christopher Lawrence (lawrencec7@nku.edu)
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