

**UNIVERSITY/COLLEGE STUDENT PLACEMENT AGREEMENT**  
**BETWEEN**  
**JEFFERSON COUNTY PUBLIC SCHOOLS**  
**AND**  
**UNIVERSITY/COLLEGE**

THIS AGREEMENT made at Louisville, Kentucky and effective this **21st day of May, 2025**, between the Board of Education of Jefferson County, Kentucky, hereinafter called the "Board," and **University Of Cincinnati**, a state institution of higher education organized under Chapter 3361 of the Ohio Revised Code, having its primary business address at 2618 University Circle, 625 University Pavilion, Cincinnati, OH 45221 hereinafter called the "University/College." Board and University/College may be individually referred to herein as a "party", and collectively as the "parties".

WITNESSETH:

1. The Board is authorized to enter into cooperative agreements with universities/colleges for the purpose of permitting occupational therapy, physical therapy and speech language pathologist students to engage in supplementary instructional activities and clinical learning experiences with JCPS students under the direction and supervision of the professional and administrative staff of the Board. Such university/college students entered in programs requiring clinical learning experiences are hereinafter referred to as "university/college students." Supervised clinical learning experiences are hereinafter referred to as "permitted activities."
2. The Board and the University/College accept the joint responsibility to permit the university/college students to engage in the permitted activities.
3. The Board and the University/College agree that all arrangements in reference to this program shall be consistent with Kentucky law, and the policies of the Board, as well as those of the University/College. The Parties agree to remain silent on governing law, except for claims against University/College, which shall be governed by the law of the State of Ohio, without regard to choice of law rules, and shall be brought in the Ohio Court of Claims.
4. The university/college students placed in Jefferson County Public Schools shall agree to abide by all policies, rules and regulations of the University/College and the Board. Failure to abide by this provision shall be grounds for removal from the program. It shall be the responsibility of the University/College to inform all prospective university/college students of this provision and secure agreement from the university/college student.

5. The University/College shall provide the requested information about each university/college student to the Board at least two (2) months in advance of placement in a Jefferson County Public School. Pursuant to the Board's established procedures, if this agreement requires any employees of the University/College to perform services on the premises of any JCPS schools during JCPS school hours, all individuals performing such services under this Agreement are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and a letter, provided by the

individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

6. The Board, through its staff, shall assist in making assignments of university/college students subject to its limitations. Nothing in this agreement shall preclude the Board from exercising its right to remove from its classroom's university/college students who, in the judgment of its staff, have an adverse influence on the welfare of JCPS students, detract from the total school program, or violate any JCPS rules or regulations. The Board will notify the University/College in writing if such action is required and the reasons for such action. The University/College assumes the responsibility for attempting to replace the university/college student in another school system if such is necessary or required and that this Agreement is not to be construed as a third-party beneficiary contract for the benefit of any university/college student who may be an applicant for engaging in the permitted activities in the Jefferson County Public Schools or may be accepted for such purpose by the Jefferson County Public Schools.

7. The Board shall submit to the University/College upon request a list of properly qualified and certified staff members from within the Jefferson County Public Schools under whose direct supervision each university/college student will engage in permitted activities. In preparing the list, such criteria as academic and professional backgrounds, personal qualities and professional attitudes, relationships with JCPS students and colleagues, and the ability to successfully direct the permitted activities shall be used.

8. The University/College shall designate one (1) representative to serve as liaison between it and the Board. That person, as representative of the University/College shall have access to all Board staff and schools necessary to properly facilitate communication and relationships among the Board staff as designated by the Superintendent, the supervising teacher/staff member, and the university/college student.

9. The University/College and the Board agree not to discriminate in recruitment or employment, development, advancement, and treatment of their employees based on race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions; provided, the University/College shall have the benefit of any exemptions provided by court decisions, statutes or regulations to religious educational institutions.

10. No JCPS student shall be denied equal opportunities by the University/College or the university/college student on the basis of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.

11. The Board acknowledges that the education records of assigned university/college students are protected by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec.

1232g ("FERPA"). The parties agree to comply with the requirements of FERPA and to protect the privacy of education records concerning any university/college student assigned under this Agreement. Board will protect students personally identifiable information and education records from disclosure and shall not release such information or records without the written consent of the University/College or the applicable student unless required to disclose by law. Upon termination, cancellation, expiration or other conclusion of the Agreement, Board shall securely store or destroy student education records in accordance with its own human resource retention policies.

12. The University/College acknowledges that the education records of JCPS students are protected by FERPA. The parties agree to comply with the requirements of FERPA and to protect the privacy of education records of JCPS students that are made available to any university/college student assigned under this Agreement.

13. The University/College shall notify its students and faculty, placed with JCPS pursuant to this Agreement that they are required to comply with JCPS' rules and regulations regarding maintaining the confidential nature of all personally identifying or identifiable information or data which they may receive while participating in the educational program. In the event that either Party (the "Disclosing Party") discloses to the other Party (the "Receiving Party") or the Receiving Party otherwise receives/obtains or collects/maintains Personal Information on the Disclosing party's behalf, as set forth below, as a result of or in connection with this Agreement or any obligation delineated in this Agreement, the Receiving Party hereby agrees to the following:

- A. The term "Personal Information" means personally identifiable or identifying information or data, in whatever form, and including an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements: (a) An account number, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account; (b) A Social Security number; (c) A taxpayer identification number that incorporates a Social Security number; (d) A driver's license number, state identification card number, or other individual identification number issued by any agency; (e) A passport number or other identification number issued by the United States government; or (f) Individually identifiable health information as defined in 45 C.F.R. sec. 160.103, except for education records covered by FERPA.
- B. The Receiving Party and its employees, agents, and contractors (collectively "Affiliates") may obtain, access or collect (collectively "obtain" or collectively in the past tense "obtained") Personal Information only if specifically authorized by and necessary and required in connection with this Agreement.
- C. In addition to any protections to the Disclosing Party in this Agreement or any other documents, and any provision in this Agreement or any other documents to the contrary notwithstanding, if the Receiving Party is JCPS acknowledges that it is familiar with the terms and provisions of applicable law, including KRS 61.931 et seq., and will fully comply with it. In addition the Receiving Party (1) will not use any Personal Information other than for the purpose of performing its obligations for the Disclosing Party under this Agreement; (2) will not re-disclose any such information to any third party not specifically involved in fulfilling its obligations for the Disclosing Party under this Agreement; and (3) shall ensure that prior to granting its Affiliates access to any Personal Information, such individuals or entities are informed of and agree to abide by

confidentiality obligations are no less restrictive than those contained herein, and the Receiving Party will require all Affiliates to comply with the security procedures and practices and breach investigation procedures and practices as provided herein. Any release or re-disclosure of Personal Information must be in accordance with applicable law including 34 CFR 99.33(a), and to the extent required by law the party releasing Personal Information will notify the Disclosing Party before any such release of Personal Information.

D. The Receiving Party and its Affiliates will at their sole cost and expense implement, maintain, and update security procedures and practices, including taking any appropriate corrective action, to protect against security breaches and implement, maintain, and update security and breach investigation procedures and practices that are 1) appropriate to the nature of the Personal Information; 2) at to JCPS at least as stringent as the strictest standards provided by law and industry practices regarding security and breach investigation procedures including 16 CFR 314.1 et seq., the security and breach investigation procedures and practices of the Kentucky Council on Postsecondary Education or the Kentucky Board of Education, as applicable, under KRS 61.932(1)(b), and Payment Card Industry Data Security Standards; and 3) reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

The Receiving Party shall notify the Disclosing Party in the most expedient time possible and without unreasonable delay but within seventy-two (72) hours of determination of an actual or suspected security breach relating to Personal Information. Notice in the event the Board is the Receiving Party will provide to the University/College's Chief Information Officer.

E. This Agreement shall be effective from July 1, 2025, through June 30, 2030, unless either party provides written notice of non-renewal at least 30 days prior to the end of the term. This Agreement supersedes all previous contracts between the parties on this subject matter.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the parties to this Agreement, have caused this Agreement to be executed on the dates set forth below, to be effective as of the date first above written.

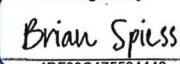
JEFFERSON COUNTY BOARD OF  
EDUCATION

By: \_\_\_\_\_

Title: Dr. H. Brian Yearwood  
Superintendent

Date: \_\_\_\_\_

UNIVERSITY/COLLEGE  
The University of Cincinnati

By:   
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Title: Brian Spiess  
Associate General Counsel

Date: 1/20/2026  
Addresses for Notices for University/College

University of Cincinnati  
College of Allied Health Sciences  
3225 Eden Ave.  
PO Box 670394  
Cincinnati, OH 45267-0394  
Attn: Clinical Contracts

With a copy to:  
Office of General Counsel  
University of Cincinnati  
PO Box 210623  
Cincinnati, OH 45221-0623