



College of Education, Criminal Justice,
Human Services, and Information Technology

School of Education
University of Cincinnati
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Cincinnati, OH 45221-0022

Phone: (513) 556-3600

Field and Clinical Experiences Agreement

This Field and Clinical Experiences Agreement (“Agreement”), effective the date last signed below (“Effective Date”), is entered into by and between the 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 Pavillion, Cincinnati, Ohio 45221 on behalf of the School of Education’s Office of Undergraduate Licensure (“UC”) and Boone County Public School District, having its primary business address at 8330 US Highway 42, Florence, KY 41042, (“School District”). UC and School District may be collectively referred to as the “Parties” or individually as a “Party.” UC and School District agree as follows:

Section 1. Placements for pre-student teaching, clinical student teaching, and internship experiences shall be requested and coordinated solely by UC’s program Field Coordinators for individual licensure programs. Such requests shall be directed to the office or individual designated by the School District to receive placement requests. Nothing in this Agreement shall obligate the School District to accept any particular UC Student (“Candidate”), placement request, number of Candidates, or requested assignment. The School District retains the sole and exclusive discretion to approve, deny, modify, or withdraw any Candidate placement request for any lawful, non-discriminatory, and non-retaliatory reason, including, but not limited to, staffing considerations, mentor teacher availability, operational needs, safety concerns, performance concerns, or the best interests of the School District, its students, and its educational programs.

Section 2. The School District will assign and designate a point of contact at each school/site where Candidates are anticipated to be placed who will be responsible for communicating with UC’s designated program Field Coordinator and work in supporting the Candidate’s educational program at such school/site. Such designation or a point of contact shall not create any contractual obligation to supervise, evaluate, or continue any Candidate placement.

Section 3. The School District shall identify and assign mentor teachers for Candidate placements who, to the extent required by applicable law and reasonably practicable, possess a minimum of three (3) years of relevant experience, hold appropriate licensure in the applicable content area and age level, and satisfy any additional criteria or qualifications communicated by UC for the applicable licensure program. UC may provide information regarding program requirements, preferences, and desired qualifications for mentor teachers and may consult with the School District regarding potential placements. However, the assignment and designation of mentor teachers and Candidate placements are personnel and operational decisions that rest

solely and exclusively with the School District. Nothing in this Agreement shall obligate the School District to assign any particular employee as a mentor teacher, accept any specific Candidate placement, or adhere to any recommendation or preference of UC if the School District determines, in its sole discretion, that a different assignment is necessary or appropriate based upon staffing considerations, employee availability, operational needs, educational considerations, or the best interests of the School District and its students. The School District further reserves the right, at any time and in its sole discretion, to remove, replace, or reassign a mentor teacher and to deny, suspend, modify, or terminate any Candidate placement for any lawful, non-discriminatory, and non-retaliatory reason, including, but not limited to, personnel matters, disciplinary concerns, safety considerations, operational needs, or a determination that such action is in the best interests of the School District, its students, or its educational programs. The School District shall provide UC with prompt notice of any such action materially affecting a Candidate's placement.

Section 4. The School District shall use reasonable efforts to identify and assign mentor teachers who have completed Science of Reading training or otherwise satisfy the Science of Reading qualifications and criteria communicated by UC for participation in its educator preparation programs. UC shall be solely responsible for providing the School District with timely notice of any applicable Science of Reading training requirements, certifications, or eligibility criteria. Nothing in this Agreement shall be construed as a representation or warranty by the School District that any mentor teacher satisfies all requirements applicable to UC's educator preparation programs, accreditation standards, or licensure requirements, and the School District shall have no obligation to verify compliance with criteria not communicated by UC.

Section 5. Mentor teachers and UC academic supervisors will provide appropriate UC OGC Approved March 2026 respective supervision of the Candidate during the assignment and work collaboratively to ensure completion of all required documentation.

Section 6. All Candidates shall complete requirements for obtaining the Ohio Pre-Service Teacher Permit as outlined in Ohio Revised Code 3319.0812, which includes a criminal records check as prescribed by Ohio Revised Code 3319.39. The Candidate shall be enrolled in the fingerprint database established in section 109.5721 of the Ohio Revised Code. Candidates must be issued the Ohio Pre-Service Teacher Permit in order to be eligible for placement in any field experience. The School of Education will direct all Candidates to provide their Pre-Service Teacher Permit to School District placement sites upon request by School District and within the School District's established deadline for providing such material.

Section 7. Consistent with legal requirements, UC will not use background checks in its program progression process. Candidate background checks will be reviewed by the Ohio Board of Education's Office of Educator Licensure and Effectiveness to determine Candidate's eligibility for the Pre-Service Teacher Permit. The State Board of Education, under section 109.5721 of the Ohio Revised Code, will monitor all Candidates issued a Pre-Service Teacher Permit for arrests and convictions. Upon notification of an arrest or conviction of a Candidate under division (D) of Ohio Revised Code 109.5721, the state board shall promptly notify UC and any School District or

school/site in which the pre-service teacher has been employed or assigned as part of the program and may take any action authorized under sections 3319.31 and 3319.311 of the Ohio Revised Code that it considers to be appropriate.

Section 8. Notwithstanding the foregoing, if UC receives notice of an arrest, charge, conviction, guilty plea, Alford plea, plea of nolo contendere, or other criminal conduct involving a Candidate that would render the Candidate ineligible to participate in a program involving school students under applicable Kentucky law or School District policy, UC shall promptly notify the School District and shall immediately withdraw the Candidate from the placement or cooperate with the School District in the Candidate's prompt removal from any school site, pending further review by the Parties. The School District reserves the right to deny, suspend, remove, or terminate any Candidate placement at any time for any lawful, non-discriminatory, and non-retaliatory reason, including criminal history concerns, student safety concerns, or the Candidate's ineligibility to work in programs involving minors under applicable law.

Section 9. In accordance with applicable law, neither Party shall discriminate or retaliate against any individual on the basis of race, color, religion, age, national origin, ancestry, sex, pregnancy, status as a parent, gender, gender identity or expression, sexual orientation, military service or veteran status, disability, genetic formation or any other trait or status protected by applicable law or for making or participating in any complaint about such discrimination, in administering the programs or performing any of its activities or obligations under this Agreement. However, nothing in this Section shall limit either Party's ability to remove, withdraw, or deny placement to a Candidate for any lawful, non-discriminatory, and non-retaliatory reason, including concerns relating to criminal history, conduct, professional judgment, safety, or suitability for placement.

Section 10. The School District shall comply with applicable federal and state accessibility laws to the extent required by law. Nothing in this Agreement shall be construed as creating any additional warranties, guarantees, or obligations beyond those imposed by applicable law. However, the School District shall provide reasonable and timely notification and response related to any accessibility concerns raised by UC, its personnel, or Candidates.

Section 11. Each Party shall be responsible for its own compliance with applicable laws and regulations and for the negligent acts and omissions of its own employees, officers and directors.

Section 12. Candidates shall be notified of the requirement they may only create photographs, video recordings, or other recordings on School District property with the prior written approval of the School District and in accordance with all applicable federal and state privacy laws, including FERPA, and all School District policies and procedures. The School District may prohibit or limit recording activities at any time.

Section 13. Candidates may be permitted to participate in School District trainings, in-services, and professional development activities at the sole discretion of the School District and subject to space, operational considerations, and applicable confidentiality restrictions.

Section 14. At the end of each academic year (during the summer), UC shall remit to the School District funds associated with Candidate placements occurring during the period of August through May. Payments shall be sent directly to the School District office address set forth herein and may include information regarding the mentor teachers and the compensation amounts associated with the applicable field placements and durations. The School District shall have sole and exclusive discretion regarding the administration, allocation, disbursement, and use of such funds, including the establishment of any parameters or guidelines governing their use, consistent with applicable law and School District policies and procedures. Nothing in this Agreement shall obligate the School District to distribute funds in any particular manner or to any specific employee.

Section 15. Candidate placements may be denied, suspended, modified, or terminated by the School District at any time, with or without cause, for any lawful, non-discriminatory, and non-retaliatory reason, including, but not limited to, performance concerns, misconduct, policy violations, confidentiality or cybersecurity concerns, criminal history concerns, safety issues, staffing needs, operational considerations, or a determination by the School District that the placement is no longer in the best interests of the School District, its students, staff, or operations. Notwithstanding the foregoing, the School District may immediately remove any Candidate from placement and immediately suspend the Candidate's access to District facilities, systems, records, equipment, and information whenever the School District determines that such action is necessary to protect students, employees, operations, or District property.

Section 16. All Candidates are covered by UC professional liability insurance during field and clinical experiences.

Section 17. This Agreement shall continue for a term of three (3) years from the Effective Date. This Agreement can be terminated at the convenience of either Party hereto upon giving the other Party no less than ninety (90) days' prior written notice of the Party's intention to terminate.

Section 18. Notice to UC shall be in writing and sent by United States regular mail, postage prepaid, to:

University of Cincinnati School of Education
410 Teachers-Dyer Complex
2610 University Circle
Cincinnati, OH 45221-0022

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

Notice to School District shall be in writing and sent by United States regular mail, postage prepaid, to:

Boone County Schools
8330 US 42
Florence, KY 41042

Section 19. School District and/or school/site will protect student personally identifiable information and education records from disclosure and shall not release such information or records without the written consent of UC or the applicable student unless required to disclose by law. Upon termination, cancellation, expiration or other conclusion of the Agreement, School District and/or school/site shall securely store or destroy student education records in accordance with its own human resource retention policies.

Section 20. The Parties acknowledge that, as part of their field and clinical experiences and related academic coursework, Candidates may engage in discussions, assignments, reflections, presentations, or supervision activities concerning their observations and experiences with students and classroom instruction. In conducting such activities, Candidates shall be notified it is prohibited to disclose education records or personally identifiable information protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its implementing regulations, except as expressly authorized by applicable law. Any references to students, student work, or classroom experiences used for instructional or academic purposes shall be appropriately de-identified and presented in a manner that does not permit the identification of an individual student.

UC shall notify Candidates of the requirement to receive appropriate instruction regarding FERPA and student privacy requirements and shall require Candidates to comply with FERPA, all applicable confidentiality laws, and all School District policies, procedures, directives, and agreements governing the access, use, disclosure, storage, and protection of student information and education records. As a condition of placement, the School District may require Candidates to execute confidentiality acknowledgments, nondisclosure agreements, acceptable use agreements, or other documentation deemed necessary by the School District. Any actual or suspected disclosure of protected student information or violation of FERPA, confidentiality requirements, or School District privacy policies may result in the immediate suspension or termination of a Candidate's placement and removal from School District facilities, systems, and programs, in the School District's sole discretion.

Section 21. Nothing contained herein shall be construed as a waiver of any immunity, defense, limitation of liability, or protection available to the School District or UC under federal or state law.

IN WITNESS WHEREOF, the Parties have caused this Field and Clinical Experiences Agreement to be executed by their duly authorized representatives as of the dates set forth below.

UNIVERSITY OF CINCINNATI

on behalf of the School of Education's Office of Undergraduate Licensure

By: _____

Name: _____

Title: _____

Date: _____

BOONE COUNTY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____