

Walton County Department Agenda Request

Department Name: **Fire Rescue**

Department Head/Representative: **Kevin Haney**

Meeting Date Request: **April 14,2026**

Has this topic been discussed at past meetings? **No**

If so, When?

TOPIC: **MOU between Fire Rescue and BOE**

Wording For Agenda: **Memorandum of Understanding Fire Rescue Internship Program**

This Request: **Informational Purposes Only** Needs Action by Commissioners* **Yes**

*What action are you seeking from the Commissioners? **Approval**

Department Comments/Recommendation: **The department now must have a MOU with the BOE to allow students to be placed into the Pathways Program with the State fire Standards and Training that will allow the student to be able to test with the State after completion of the course.**

Additional Documentation Attached? **Yes**

Is review of this request or accompanying documentation by the County Attorney required? **Yes**

If so, has a copy of the documentation been forwarded to County Attorney? **Yes**

Date forwarded to County Attorney: **March 19, 2026**

Has the County Attorney review been completed? **Yes**

If this request involves the expenditure of county funds, please answer the following:

Approved in current budget? **N/A**

Budget information attached? **N/A**

Comments: **N/A**

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

MEMORANDUM OF UNDERSTANDING FIRE RESCUE INTERNSHIP PROGRAM

This Memorandum of Understanding ("MOU") is made and entered into by and between the Walton County School District ("WCSD") and the Walton County Fire Rescue ("WCFR") for the purpose of providing educational training opportunities for WCSD students enrolled in the Fire and Emergency Services/Firefighting Pathway within WCSD's career, technical, and agricultural education ("CTAE") program, as authorized under to O.C.G.A. §§ 20-2-151 (b)(4)(ii) and 20-2-161.2 (b).

1. Purpose

The purpose of this MOU is to establish a work-based learning placement allowing eligible students to participate in a Fire Cadet/Fire Internship program conducted by WCFR as part of WCSD's CTAE work-based learning program ("WCFR Internship"), and ensure the WCFR Internship operates in compliance with all applicable state and federal laws, State Board of Education rules, and Walton County Board of Education policies. In accordance with Ga. Comp. R. & Reg. r. 160-4-3-.13, the WCFR Internship shall include a coherent sequence of courses and contribute to the development of core and higher order academic competencies, fundamental workplace skills, and specific occupational skills.

1. Status of Students

WCSD Students participating in the WCFR Internship shall be enrolled in a WCSD CTAE credit-bearing course and participate solely for educational purposes. Students shall have no entitlement to and shall not receive any wages or employment benefits in connection with the WCFR Internship and shall not be considered employees of WCSD or WCFR for purposes of workers' compensation coverage, except as otherwise required by law. To preserve this status, WCSD and WCFR shall work cooperatively to ensure the following criteria are met:

- (a) The placement, even though it includes actual operations of the facilities of WCFR, is like training which would be provided in an educational environment.
- (b) The placement benefits Students, not WCFR.
- (c) Students do not displace regular WCFR employees, but work under the close supervision of a mentor.
- (d) WCFR derives no immediate advantage from the activities of Students and can demonstrate that operations are impeded to provide training.
- (e) Students are not entitled to a job with WCFR at the conclusion of the placement.
- (f) Students must confirm in writing their understanding that they are not entitled to wages for time spent in the WCFR Internship.

1. Program Duration and Structure

The WCFR Internship shall operate to align with the WCSD academic calendar and be limited to the hours approved by WCSD so as not to interfere with Students' regular academic coursework.

2. Curriculum Alignment and Training Standards

The WCFR Internship shall be structured to support instruction consistent with the competencies associated with Firefighter I Certification training as recognized by the Georgia Firefighter Standards and Training Council and the National Fire Protection Association Standard 1001 (NFPA 1001), as applicable.

5. WCSD Responsibilities

WCSD shall recognize the WCFR Internship as an integral part of the WCSD curriculum and monitor coordination activities and program administration to ensure compliance with applicable laws and regulations. WCSD shall also assign a Work-Based Learning Coordinator ("Coordinator") who shall perform the following duties:

- (a) Recommend qualified WCSD Student candidates for the WCFR Internship.
- (b) Process student and parent/guardian agreements and parent/guardian permission forms.
- (c) Assist in the development of Educational Training Plans for WCSD Students.
- (d) Maintain Student education and coordination records and submit reports required by the Georgia Department of Education.
- (e) Make periodic coordination visits to the WCFR Internship worksite to consult with the worksite supervisor and render any assistance needed with training or student issues.
- (f) Complete evaluation forms with the worksite supervisor for each grading period and conduct any necessary follow-up sessions with Students.
- (g) Monitor student progress in the WCFR Internship, and verify eligible students receive the appropriate unit(s) of credit.
- (h) Maintain academic oversight throughout the WCFR Internship.

6. WCFR Responsibilities

WCFR shall designate qualified personnel to provide instruction and supervision to Students participating in the WCFR Internship. WCFR shall also assign each Student a Work Site Supervisor ("Supervisor") who shall perform the following duties:

- (a) Provide instructional materials and operational guidance to Students.
- (b) Assist in the development of Educational Training Plans for WCSD Students.
- (c) Provide direct supervision of assigned Student.
- (d) Guide Students in acquiring skills outlined in the Educational Training Plan.
- (e) Monitor the progress of the Student and maintain regular communication with the WBL Coordinator related to coordination visits, Student progress and evaluation, and related issues.
- (f) Inform the WBL Coordinator about any disciplinary issues involving Students.

7. Training and Facilities

WCFR shall provide Students with supervised access to appropriate training facilities, equipment, and instructional resources necessary to conduct the WCFR Internship. All training activities conducted at WCFR facilities shall comply with applicable safety standards, WCFR policies, and state and federal laws. WCFR may, in its sole discretion, restrict Student access to training facilities, equipment, and instructional resources based on safety considerations, departmental policy, Student readiness, or applicable law.

8. Restricted Activities and Safety Compliance

Students shall not be assigned to emergency response duties as members of WCFR or otherwise be considered operational firefighters. Students shall participate solely in training, observational and educational activities as determined appropriate by WCFR; provided, however, Students shall not participate in interior structural firefighting operations, operate emergency response vehicles, or engage in any emergency response activity that presents an unreasonable safety risk. WCFR retains sole authority to determine whether any activity is safe or appropriate for Students.

9. Student Eligibility and Conduct

WCSD shall determine student eligibility for participation in the WCFR Internship in accordance with WCSD policies and CTAE program requirements. WCSD may remove any Student from participation in the WCFR Internship if the Student fails to maintain appropriate academic standing, attendance, or conduct. WCFR may request removal of a Student from the WCFR Internship if the Student fails to comply with WCFR policies, safety requirements, or operational procedures. WCSD shall retain final authority regarding academic credit and student discipline.

10. Relationship of the Parties

Nothing in this MOU shall be interpreted as establishing an employment relationship between WCFR instructional personnel and the WCSD. The relationship of the parties shall be that of independent contractors.

11. Insurance and Immunities

Students participating in the WCFR Internship shall NOT be considered employees of WCFR or WCSD. WCSD shall maintain governmental liability coverage through its participation in governmental risk management programs applicable to its operations and educational activities, including educational programs conducted under this MOU; provided, however, nothing in this MOU shall be construed to expand coverage or waive or limit any immunities, defenses, or limitations of liability available to WCSD or WCFR under the Constitution and laws of the State of Georgia, including but not limited to sovereign and official immunity. This MOU does not create any rights in third parties and is not intended to, and shall not be construed, to expand the liability of WCSD or WCFR beyond that provided by applicable law.

12. Term and Termination

This MOU shall become effective upon the date of last execution by the parties and shall remain in effect until terminated by either party. Either party may terminate this MOU at any time upon reasonable written notice to the WBL Coordinator or Work Site Supervisor. In the event of termination, the parties shall cooperate in good faith to allow any Students currently participating in the WCFR Internship to complete the current academic term.

13. Modification

This MOU may be modified by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the dates indicated below.

Walton County Fire Rescue

Walton County School District

Kevin Haney
Fire Chief

Chip Underwood
Superintendent

Date

Date