

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
Fern Creek Fire Department

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Jefferson County Board of Education dba Jefferson County Public Schools (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and the Fern Creek Fire Protection District dba Fern Creek Fire Department (hereinafter "FCFPD"), a Kentucky corporation located at 6200 Bardstown Road, Fern Creek, Kentucky 40291.

WHEREAS FCFPD will provide learning experiences to JCPS students enrolled in the Junior Fire Fighter program.

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and FCFPD agree as follows:

1. Duties of JCPS: JCPS will ensure students are eligible to participate in the Junior Fire Fighter program, which will include:

- a. The Student is enrolled in JCPS Fire Science Pathway, and they have completed the following courses: Basic Fire Fighting I, II, III. Student will be enrolled in Basic Fire Fighting IV to be considered for an internship or co-op with FCFPD.
- b. Obtaining parental consent for students to participate in the Junior Fire Fighter program.
- c. Student has obtained the following Industry Certifications:
 - i. Stop the Bleed
 - ii. OSHA-10
 - iii. Basic Life Support with Health Care Provider (American Heart Association - AHA).
 - iv. National Incident Management Systems (NIMS) 100, 200, 700, and 800.
- d. Students are encouraged to take the Hepatitis B vaccination.

2. Duties of FCFPD:

- a. FCFPD will adhere to the guidelines for participation of Junior Fire Fighters incorporated as Attachment A.
 - i. FCFPD will ensure all Junior Fire Fighters are in compliance with State Regulations and complete Haz-Com, Bloodborne Pathogen, and Sexual Harassment training once brought into the program.

- b. Acknowledges that projects involving program evaluation, monitoring activities, or data collection or research of any kind, are subject to JCPS Institutional Review Board (“IRB”) review and approval as determined by the JCPS IRB to meet federal, State, and JCPS policies. In these cases, JCPS student or staff participation is voluntary. As a federally authorized IRB, JCPS complies with the federal definition for research, which includes sharing of Personally Identifiable Information (“PII”) for the purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research, program evaluation and data collection activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.
- c. If the performance of this Agreement involves the transfer by JCPS to FCFPD of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, (“FERPA”), FCFPD and JCPS must manage the data transfer in accordance with FERPA requirements, and FCFPD agrees to the following conditions:
 - i. If FCFPD requests transfer of identifiable data by JCPS that is subject to JCPS IRB procedures, as determined by the JCPS IRB to meet federal, State, and JCPS policies, JCPS cannot transfer identifiable data to FCFPD before the JCPS IRB-approved informed consent process has been executed. In this case, FCFPD does not function as an exception under FERPA. FCFPD is responsible for obtaining, and maintaining, signed consent after JCPS IRB approval. No data will be provided under this agreement without signed consent from the guardian for records requests involving students or from the JCPS employee or community member for records requests involving adults. FCFPD must deliver copies of the signed authorization to JCPS upon request.
 - ii. If FCFPD has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then FCFPD shall:
 - (a) In all respects, comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations and any other applicable state or federal law.
 - (b) Use any such data for no purpose other than to fulfill the purposes of this Agreement and not share any such data with any person or entity other than FCFPD and its employees, contractors, volunteers, and agents, without prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
 - (c) Require all employees, contractors, volunteers, and agents of FCFPD to comply with all applicable provisions of FERPA with respect to any such data. FCFPD shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.

- (d) Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. FCFPD shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in this agreement.
 - (e) Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of FCFPD necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any form, including, but not limited to, published results of studies.
- d. Use reports produced for this project only for the purposes described above. The data and reporting shall not be used for personal or institutional gain or profit.
- e. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
- f. Acknowledges that JCPS retains the right to audit FCFPD's compliance with this agreement.
- g. FCFPD acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement pursuant to Article V of this Agreement.
- h. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos, or social media without prior approval from JCPS.
- i. Maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000 per claim/\$2,000,000 aggregate per policy and provide JCPS with a certificate of insurance upon request.
- j. Require all FCFPD employees/volunteers/contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. Employees/volunteers/contractors convicted of any of the following, per JCPS Policy 03.6, shall not be considered:
 - i. Any conviction for sex-related offenses.
 - ii. Any conviction for offenses against minors.

- iii. Any conviction for felony offenses, except as provided below.
 - iv. Any conviction for deadly weapon-related offenses.
 - v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years.
 - vi. Any conviction for violent, abusive, threatening, or harassment related offenses.
 - vii. Other convictions determined by the JCPS Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- k. FCFPD shall require all staff and volunteers performing services on JCPS school premises during JCPS school hours under this Agreement 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 have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no findings of substantiated child abuse and neglect records maintained by the Cabinet for Health and Family Services.
 - l. FCFPD staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
 - m. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to FCFPD. During any periods of the Non-Traditional Instruction ("NTI") or remote learning, JCPS facilities will not be available to FCFPD.

3. Mutual Duties:

- a. Each party shall not discriminate 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, disability, or limitations related to pregnancy, childbirth, or related medical conditions.
- b. Each party shall comply with all federal and state laws and regulations and all JCPS policies applicable to the provision of the services described in this Agreement, including without limitation FERPA, the Kentucky Educational Rights and Privacy Act ("KFERPA"), the federal Health Insurance Portability and Accountability Act ("HIPAA"), and JCPS policies and procedures for volunteers and visitors entering JCPS facilities.
- c. The respective administrative offices of JCPS and FCFPD who have responsibility for the implementation of this Agreement shall meet periodically during the term of this Agreement to evaluate the program and discuss issues of mutual concern.

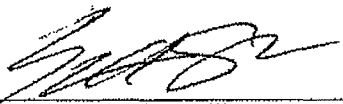
4. **Term**: This Agreement shall be effective commencing July 1, 2025 and shall terminate on June 30, 2026. The Agreement may be extended by mutual written agreement of JCPS and FCFPD.
5. **Termination**: Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days prior written notice to the other party. If JCPS terminates the Agreement, FCFPD will be permitted in their discretion to continue to provide services during the period in which the sixty (60) day notice becomes effective. JCPS may terminate this agreement immediately in the event of a student health or safety concern or a breach of paragraph 2.j above. In the event of an immediate termination, FCFPD shall not be permitted to continue to provide services after receipt of the notice of termination.
6. **Amendment**: This Agreement may be modified or amended only by a written agreement signed by JCPS and FCFPD.
7. **Independent Parties**: JCPS and FCFPD are independent parties, and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other. Each party shall, however, be liable for any negligent or wrongful acts of its own employees, students, and invitees.
8. **Captions**: Section titles or captions in this Agreement are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Agreement.
9. **Entire Agreement**: This Agreement contains the entire agreement between JCPS and FCFPD concerning the FCFPD and supersedes all prior agreements, either written or oral, regarding the same subject matter.
10. **Severability**: If a court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision.
11. **Counterparts**: This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument.
12. **Applicable Law**: This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Jefferson County Public Schools:

Fern Creek Fire Protection District:

Marty Pollio, Ed.D., Superintendent



Scott Evans, Assistant Chief

Date: _____

Date: 6/16/2025

ATTACHMENT A

Guidelines for Junior Fire Fighters

Junior Fire Fighters (“JRFF”) shall never:

- Serve as the Incident Commander during non-emergency and/or emergency responses;
- Participate in the place of trained personnel during non-emergency or emergency responses;
- Engage in any non-emergency or emergency activities which may expose the JRFF to any situation which may be Immediately Dangerous to Life or Health (“IDLH”) as defined by the U.S. National Institute for Occupational Safety and Health (“NIOSH”) involving any fire or smoke conditions, to include structure, vehicle, dumpster, wildland, liquids, gases, or rubbish fires, and/or operating in any Hazardous Materials control activities.
- Operate hydraulic or power tools while on a non-emergency or emergency incident scene;
- Operate an all-terrain vehicle (“ATV”) or utility task vehicle (“UTV”) while on a non-emergency and/or emergency incident scene;
- Participate in missing person(s) search/rescue/recovery non-emergency and/or emergency responses;
- Participate in ventilation on a non-emergency and/or emergency incident scene which involves the JRFF encountering an IDLH;
- Climb ladders during non-emergency or emergency incident responses to include aerial and/or ground ladders;
- Be responsible for apparatus operations;
- Be responsible for or participate in traffic control activities;
- Respond to an incident, either non-emergency or emergency, and arrive to the scene while operating a Privately Owned Vehicle (“POV”);
- Install and/or operate a POV with any type of emergency warning device while responding to a non-emergency or emergency incident and/or have such warning devices installed in their POV.

Junior Fire Fighters on an incident scene may assist with the following activities:

- Accountability (shall ONLY assist assigned accountability officer);
- Rehabilitation Area (“Rehab”);
- Exterior operations of hose to include operations and relocation of hose 3” or less in size, rolling and loading of hose outside an IDLH atmosphere;
- Retrieval of equipment and/or tools from apparatus

Training Requirements Junior Fire Fighters:

- May attend other classes not identified below when approved by Fire Chief and JRFF Program Coordinator, when no IDLH activities are involved;
- JRFF 15-17 years of age, when properly equipped with personal protective equipment, may participate in classroom and skills/hands-on training in the following areas:
- Fire Fighter (“FF”) Olympics (when approved by the Fire Chief and JRFF Program Coordinator)
- Administration and Organization
- Safety
- Communications Fire Behavior (see below requirements for “live” fire training)
- Portable Extinguishers (using a burn pan no larger than 36” x 36”)
- Personal Protective Equipment
- Forcible Entry (may include power/hydraulic tools when under direct instructor supervision)
- Ventilation (may include power saws when under direct instructor supervision and when secured with fall protection)
- Ropes and Knots (See Rescue for Technical Rope Rescue)
- Ladders (shall include the use of a ladder belt or safety harness for fall prevention)
- Aerial Ladders (shall not exceed 60 degree climbing angle and 75 feet in height. Shall include use of a ladder belt or safety harness for fall prevention.)
- Hose/Nozzles/Appliances (shall not exceed hose line greater than 3”)
- Foam (shall not exceed hose line size greater than 3”)
- Fire Control (see Live Fire chart below)
- Loss Control (Salvage/Overhaul)
- Emergency Medical Care (shall meet all governing agency requirements)
- Rescue (see Rescue chart below)
- Water Supply
- Sprinklers (Fire Protection Systems and Alarms)
- Hazardous Materials (may only be simulated operations; JRFF shall not be subject to “Live” products or an IDLH)
- Fire Prevention/Public Education
- Building Construction
- Aircraft Crash-Fire-Rescue (see Live Fire chart below)
- Emergency Disaster Planning
- Pump Operations

Live Fire Training	
Structural Firefighting	Fireblast or Pro-Safe Burn Trailers; shall stay outside the burn room; shall be under direct supervision of an SFRT Instructor
Vehicle Firefighting	Fireblast vehicle fire prop only, shall be under direct supervision of an SFRT instructor
Aircraft Firefighting	Fireblast helicopter fire prop only, shall be under direct supervision of an SFRT instructor
Flammable Liquids Firefighting	Shall be SFRT exterior FLAG prop only, under direct supervision of an SFRT instructor
Flammable Gases Firefighting	Shall be SFRT exterior FLAG prop only, under direct supervision of an SFRT instructor
Trash Container/ Rubbish Firefighting	Shall be SFRT prop only, under direct supervision of an SFRT instructor
Wildland Firefighting	No Live Fire Training Permitted

Technical Rescue Training	
Low and High Angle Rope Rescue	Shall be by approved and recognized standards and curricula, shall be under direct supervision of instructor, JRFF shall have a full-body harness and secured with a belay, shall be from a height of no more than 75 feet
Trench Rescue	Shall be under direct supervision of the instructor
Confined Space Rescue	Shall be under direct supervision of the instructor
Collapse Rescue	Shall be under direct supervision of the instructor
Vehicle Extrication and Rescue	Shall be under direct supervision of the instructor
Farm & Machinery Rescue	Shall be under direct supervision of the instructor
Swift Water Rescue	IS NOT PERMITTED TO PARTICIAPTE
Dive Rescue	IS NOT PERMITTED TO PARTICIPATE
Ice Rescue	IS NOT PERMITTED TO PARTICIPATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville KY 40223	CONTACT NAME: Jane Kinsella PHONE (A/C, No, Ext): 502-244-1343 FAX (A/C, No): E-MAIL ADDRESS: JKinsella@higginbotham.net
INSURED Jefferson County Board of Education 3332 Newburg Rd. Louisville KY 40218	INSURER(S) AFFORDING COVERAGE INSURER A : American Alternative Insurance Corporation INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
License#: 2081754 JEFFCOU-20	NAIC # 19720

COVERAGES

CERTIFICATE NUMBER: 1967658653

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			N3-A2-RL-0000009-18	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Retained Limit \$ 500,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage: Commercial General Liability Includes Law Enforcement Liability, Incidental Malpractice, and Scheduled Watercraft to 50 feet. All policy limits are in excess of retained limit.

CERTIFICATE HOLDER**CANCELLATION**

Jefferson County Regional Training Academy 11605 Fairmount Road Louisville KY 40291	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2024

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PRODUCER Higginbotham Insurance Agency, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville KY 40223	CONTACT NAME: Jane Kinsella PHONE (A/C, No, Ext): 502-244-1343 FAX (A/C, No): E-MAIL ADDRESS: JKinsella@higginbotham.net
INSURED Jefferson County Board of Education 3332 Newburg Rd. Louisville KY 40218	INSURER(S) AFFORDING COVERAGE INSURER A : American Alternative Insurance Corporation INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
License#: 2081754 JEFFCOU-20	NAIC # 19720

COVERAGES**CERTIFICATE NUMBER:** 575694377**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE NON-OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Fern Creek Fire Dept.
6200 Bardstown Rd
Fern Creek KY 40291

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AUTHORIZED REPRESENTATIVE