

**ADDITIONAL LEVEL(S) OF CERTIFICATION EDUCATION PROGRAM
MEMORANDUM OF UNDERSTANDING**

AMONG

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO as
represented by THE OFFICE OF THE ONTARIO FIRE MARSHAL AND
EMERGENCY MANAGEMENT of THE MINISTRY OF COMMUNITY SAFETY AND
CORRECTIONAL SERVICES (“OFMEM”)**

AND

**SOUTHWEST FIRE ACADEMY
(REGISTERED PRIVATE CARRER COLLEGE (PCC))**

1.0 INTRODUCTION

1.1 Purpose of Memorandum of Understanding

The purpose of this Memorandum of Understanding (MOU) is to establish an agreement whereby the Registered Private Career College (PCC) SOUTHWEST FIRE ACADEMY, will work together with the Office of the Fire Marshal and Emergency Management (OFMEM)/Training and Certification/Academic Standards and Evaluation (AS&E) in delivering standardize curriculum for National Fire Protection Association (NFPA) standards relating to additional level(s) of certification training for municipal firefighters across Ontario. This model shall be referred to as the **Additional Level(s) of Certification Education Program**.

1.2 Additional Level(s) of Certification Education Program is defined as:

1. NFPA 1002 2017 Edition, Apparatus Equipped with Fire Pump
2. NFPA 1072 2017 Edition, Mission Specific
3. v NFPA 1072 2017 Edition, Technician
4. NFPA 1021 2014 Edition, Level 1 – Fire Officer 1
5. NFPA 1021 2014 Edition, Level 2 – Fire Officer 2
6. NFPA 1041 2012 Edition, Level 1 – Fire Instructor 1
7. NFPA 1041 2012 Edition, Level 1 – Fire Instructor 2
8. NFPA 1006 2013 Edition Confined Space Level 1
9. NFPA 1006 2013 Edition Confined Space Level 2
10. NFPA 1006 2013 Edition Trench Rescue Level 1
11. NFPA 1006 2013 Edition Trench Rescue Level 2
12. NFPA 1006 2013 Edition Rope Rescue Level 1
13. NFPA 1006 2013 Edition Rope Rescue Level 2
14. NFPA 1006 2013 Edition Ice Rescue Level 1
15. NFPA 1006 2013 Edition Ice Rescue Level 2
16. NFPA 1006 2013 Edition Surface Water Level 1
17. NFPA 1006 2013 Edition Surface Water Level 2
18. NFPA 1521 2015 Edition Incident Safety Officer

- The mentioned levels of certification are restricted to members of the fire service or members of a fire brigade approved by the Assistant Deputy Fire Marshal of Training and Certification.

1.3 Overview of the Additional Level(s) of Certification Education Program

The Additional Level(s) of Certification Education Program shall follow the knowledge and practical skill requirements set out in each National Fire Protection Association (NFPA) standards, as well as AHJ specific

requirements as set out in respective AS&E Standardized Curriculum Forms.

Requisite knowledge has been defined as “fundamental knowledge one must have in order to perform a specific task”. This can be acquired by referring to the suggested reading section identified in the Standardized Curriculum Forms (SCFs).

Requisite skills have been defined as “the essential skills one must have in order to perform a specific task”. This can be acquired by referring to the latest version of the Office of the Fire Marshal and Emergency Management’s Practical Skills Evaluation Booklet, for each specific NFPA standard.

When a candidate has successfully completed the training requirements, only then will the candidate be eligible to complete OFMEM provincial Certification Examination testing for all standards listed above in Sub-section 1.2.

1.4 Term and Termination

This MOU will take effect on the date of execution by all parties hereto and shall continue in effect until a new MOU, intended to replace the MOU is agreed to by all parties.

This MOU may be terminated by any party prior to implementation of the Additional Level(s) of Certification Education Program by giving written notice of termination to all other parties at least sixty (60) days prior to implementation of the Program.

This MOU may be terminated at any time, by any party giving written notice of termination to all other parties at least 180 days prior to the intended date of termination.

The OFMEM can terminate Certification Examination testing, if candidates do not receive the knowledge and practical skill training for each standard identified in sub-section 1.2 in accordance with AS&E Standardized Curriculum Forms, respectively.

1.5 Process for Review and Amendment

To ensure this MOU will continue to reflect the best interests of all parties, a review will be conducted prior to the implementation of the Additional level(s) of Certification Education Program.

Thereafter, the parties shall meet annually to review this MOU.

This MOU may be amended at any time by consent of all parties through a written addendum.

2.0 ROLES AND RESPONSIBILITIES

2.1 Roles and Responsibilities of the Office of the Ontario Fire Marshal and Emergency Management

Academic Standards & Evaluation (AS&E) is a unit within the Office of the Fire Marshal and Emergency Management (OFMEM)/Standards, Training, and Public Education/Training and Certification. AS&E on behalf of the OFMEM is the certifying body for all International Fire Service Accreditation Congress (IFSAC) and Pro Board® Certification Examination testing. Both IFSAC & Pro Board® accredit organizations that use the National Fire Protection Association's (NFPA's) Professional Qualification Standards.

OFMEM is the only Authority Having Jurisdiction (AHJ) for Ontario Certification.

AS&E shall develop and provide common Standardized Curriculum Forms (SCFs) for each level of Certification, identified in sub-section 1.2, to ensure standardization and harmonization of programs.

AS&E shall develop and provide the Skill Sheet Booklets or alternative methodologies for Practical Skill evaluations, for each level of certification, identified in sub-section 1.2.

AS&E shall prepare the written provincial Certification Examination tests for each level of certification, identified in sub-section 1.2.

AS&E shall provide OFMEM-AS&E Proctors and OFMEM-AS&E Lead Evaluators for knowledge tests and practical skill evaluations for all NFPA levels, identified in sub-section 1.2.

AS&E shall maintain Certification Examination data for every individual that undertakes Certification Examination testing.

AS&E will participate, when invited, and remain in contact with the Colleges of Applied Arts and Technology co-ordinators.

In the interest of quality assurance AS&E may formally, by way of audit, or informally review the delivery of the Additional level(s) of Certification Education Program by the PCC.

AS&E will not provide Certification Examination testing for unregistered private training providers.

2.2 Roles and Responsibilities of the Registered Private Career College (PCC)

The PCC shall submit to AS&E their established curriculum program proposal for each level of Certification, identified in sub-section 1.2, which will be signed off by the Assistant Deputy Fire Marshal, Training and Certification.

If any changes are made to any curriculum, it must be resubmitted for approval to the Assistant Deputy Fire Marshal, Training and Certification.

When the AS&E transitions certification testing to new editions of the NFPA Standards that are included in the Additional level(s) of Certification Education Program, new curriculum must be submitted for approval.

The PCC shall utilize the OFMEM Standardized Curriculum Forms, to develop the Additional level(s) of Certification Education Program listed in sub-section 1.2.

The PCC must comply with the requirements provided in the Standard Curriculum Forms (SCFs) to develop the instructional content for the Fire and Life Safety Program.

The PCC must ensure that they meet all the equipment and safety guidelines issued by the OFMEM primarily for practical tests.

The PCC shall provide the appropriate equipment and apparatus to conduct knowledge and skill testing when delivering the Additional level(s) of Certification Education Program under sub-section 1.2.

The PCC shall pay the cost of any formal review of its delivery of the Additional level(s) of Certification Education Program.

The co-ordinator is responsible for facilitating the registration for Certification Examination testing. The co-ordinator must follow the documentation and process established by AS&E with regards to the test registration process and timelines for Certification Examination testing (See Addendum One (1), Two (2) and Three (3) of the Memorandum of Understanding).

The PCC will assist present and past students complete both knowledge and practical skill examination testing for all NFPA standards identified in sub-section 1.2, including re-testing.

The co-ordinator is responsible for cancellations or exemptions from Certification testing. The co-ordinator must notify AS&E about any

cancellations/exemptions three weeks in advance from the scheduled Certification test.

Candidates have a maximum of three (3) attempts for each Certification test (knowledge), if a candidate is unsuccessful after three attempts additional training will be required. The candidate and the co-ordinator will work together to define additional training needs to assist with the Certification test.

2.3 Roles and Responsibilities of All Parties

During deliberations, each party agrees to maintain confidentiality respecting this Memorandum of Understanding. All parties will jointly agree on any promotional material to be published concerning this model before it may be published and will jointly own the agreed upon promotional material (including any copyright in it).

All parties agree to meet on a regular basis to detail the procedures and processes that are required to implement the Additional level(s) of Certification Education Program.

Each party agrees to disclose to all the other parties issues affecting this model.

Each party will respect the policies, legislation and regulations that govern the other parties.

All parties agree that the outcome of this model must be financially feasible for each party.


3.0 LIABILITY

Her Majesty the Queen in right of Ontario as represented by the OFMEM, Ministry of Solicitor General, employees and agents shall not be liable for any claim whatsoever that any individual, his or her heirs, executors, administrators, successors or assigns might have in negligence or any other causes of action, suits, damages or demands arising out of the participation in any course/program/activity conducted by any of them or otherwise resulting from this Memorandum of Understanding.

THIS AGREEMENT shall be binding upon and ensure to the benefit of the OFMEM and SOUTHWEST FIRE ACADEMY has hereunto caused to be affixed their corporate seals under the hands of their duly authorized officers.

) Her Majesty the Queen in right of the Province of Ontario as represented by The Office of the Fire Marshal and Emergency Management of The Ministry of Community Safety and Correctional Services.

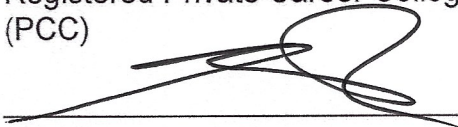
Date signed: 2021-01-27

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Guy Degagné
Assistant Deputy Fire Marshal
Training and Certification

Date signed: 2021 - 01 - 28

) Registered Private Career College (PCC)

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Gord Roesch
President
SOUTHWEST FIRE ACADEMY