

# **State of Rhode Island and Providence Plantations**

**Rhode Island Department of Public Safety**

**Rhode Island Fire Marshal**

## **Public Notice of Proposed Rule-Making**

Pursuant to the provisions of section 23-28.2-22 of the General Laws of Rhode Island, and in accordance with the Administrative Procedures Act Chapter 42-35 of the General Laws, the Department of Public Safety hereby gives notice of its intent to amend the Policies and Procedures of the Rhode Island Fire Academy.

The purpose of this amendment is to make revisions to the policies and procedures for the Rhode Island Fire Academy.

The proposed rule and concise summary of non-technical differences between existing and proposed new rules are available for public inspection at <http://www.sec.state.ri.us/ProposedRules/>, in person at the Department of Public Safety, or requested by e-mail at [mgazerro@risp.dps.ri.us](mailto:mgazerro@risp.dps.ri.us), or by calling Maura Gazerro at (401) 444-1298.

In the development of the proposed amendment, consideration was given to: (1) alternative approaches; and (2) overlap or duplication with other statutory and regulatory provisions. No alternative approach, duplication, or overlap was identified based upon available information.

All interested parties are invited to submit written or oral comments concerning the proposed rules and regulations by December 3, 2009 to Maura Gazerro, Department of Public Safety, 311 Danielson Pike, North Scituate, RI 02857, (401) 444-1298, [mgazerro@risp.dps.ri.us](mailto:mgazerro@risp.dps.ri.us). A public hearing to consider the proposed adoption shall be held on Thursday, December 3, 2009 at 4:30 p.m. at the Department of Administration, Conference Room C, 2<sup>nd</sup> Floor, One Capitol Hill, Providence, at which time and place all persons interested therein will be heard. The room is accessible to the disabled and interpreter services for the hearing impaired will be provided if requested 48 hours prior to the hearing. Requests for this service can be made in writing or by calling (401) 444-1298.

**State of Rhode Island and Providence Plantations**  
**Rhode Island Department of Public Safety**  
**Rhode Island Fire Marshal**

**Concise Summary of Proposed Non-technical Amendments**  
**to**

**Policies and Procedures of the Rhode Island Fire Academy**

In accordance with the Administrative Procedures Act, Section 42-35-3(a)(1) of the General Laws of Rhode Island, following is a concise summary of proposed non-technical amendments:

1. Section 1-1, 23-28.2-23, f, along with a revision in grammar, shows the change in name from the “governor’s justice commission” to “The Public Safety Grants Administration Office.” The name of this agency was changed when it became a sub-agency of the Department of Public Safety under R.I.G.L 42-7.3-1.
2. Section 6-4 reflects the deletion of the contact information for the director of the Rhode Island Fire Academy. This information was deleted because it should not be included in the promulgated rules and regulations.
3. Appendix, Section A-2, the address for the Rhode Island Fire Academy has changed.
4. Appendix, Section A-6 has been deleted because it has been replaced with a more appropriate liability waiver.
5. Appendix, Section A-6: 1 & 2 has been added to replace the liability waiver in section A-6
6. Appendix, Section A-7: 1 & 2 is an additional liability waiver that participants sign for the Physical Performance Assessment that is party of the academy.

# **RHODE ISLAND FIRE ACADEMY**

**POLICIES**

**&**

**PROCEDURES**

**October 2009**

## INTRODUCTION

Welcome to the Rhode Island Fire Academy, an organization dedicated to serving the training needs of Rhode Island's 6,000 firefighters. The document before you contains the basic policies and principles that will dictate the function of the fire academy. It is intended to provide a firm foundation in which to deliver programs on a fair, equitable and consistent level to all firefighters throughout the state. It will give the instructors a clear guideline as to their duties and responsibilities and clearly distinguishes the various classifications of instructional staff within the academy.

In order to increase the efficiency and effectiveness of all aspects of the academy, the task of developing policy is an open ended, ongoing process and to be successful requires your input and support. We encourage you to submit your ideas to the academy, support its work and promote the philosophy, goals and objectives of the organization. Through this process, our organization can and will continue to achieve excellence in its endeavors.

Sincerely,

Joseph G. Castro  
Director, RI Fire Academy

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## SECTION 1

### LEGISLATIVE MANDATES

#### 1-1 CODIFICATION

#### CHAPTER 28.2 DIVISION OF FIRE SAFETY

##### 23-28.2-22 Fire Education and Training Unit

- a.) There shall be a fire education and training unit within the Division of Fire Safety headed by a director of fire training. The director of fire training shall be appointed by the fire marshal from a list of names submitted by the Fire Education and Training Coordinating Board based on recommendations of a screening committee of that board. Other staff and resources, such as part-time instructors, shall be requested consistent with the state budget process.
- b.) This unit shall be responsible for implementing fire education and training programs developed by the Fire Education and Training Coordinating Board.

##### 23-28.2-23 Fire Education and Training Coordinating Board

- a.) There is hereby created within the Division of Fire Safety a Fire Education and Training Coordinating Board. The governor shall appoint one representative from each of the following groups to serve on the board:
  1. Chiefs of fire departments with predominately fully paid personnel, defined as departments in which the vast majority of members are full time, salaried personnel.
  2. Chiefs of fire departments with paid/combination personnel, defined as departments in which members consist of both full time salaried personnel and a large percentage of volunteer or call personnel.
  3. Chiefs of fire departments with predominately volunteer personnel, defined as departments in which the vast majority of members respond voluntarily and receive little or no compensation.
  4. Rhode Island Firefighters' Instructors Association.
  5. Rhode Island Department of Environmental Management.
  6. Rhode Island Fire Safety Association.
  7. Rhode Island State Fireman's League.
  8. The governor shall also appoint three (3) members from the Rhode Island Association of Firefighters and two (2) members from regional fireman's leagues.
  9. The State Fire Marshal and Director of ~~RI~~ the Rhode Island Fire Academy shall serve as ex-officio members.

- b) The President of the Senate and the Speaker of the House shall appoint one (1) member.
- c) Members shall be appointed for terms of three (3) years, except that the terms of the first appointments shall be one year for approximately one third of the members, two years for approximately one third of the members and three years for approximately one third of the members. The governor shall determine which members will fall into the one, two and three categories when making initial appointments. No person shall serve more than two (2) consecutive terms, except that service on the board for less than two years resulting from initial appointment or an appointment for the remainder of an unexpired term shall not constitute a full term. Members shall hold office until a successor is appointed, and no member shall serve beyond the time he or she ceases to hold office or employment by reason of which he or she was eligible for appointment.
- d) Members shall serve without compensation, but shall receive travel expenses in the same amount per mile approved for state employees.
- e) The commission shall meet at the call of the chairperson or upon written petition of a majority of the members, but not less than six (6) times per year.
- f) ~~Staff support to the commission beyond that which can be provided by the State Fire Marshal shall be provided by the governor's justice commission. The Public Safety Grants Administration Office shall provide staff support to the commission beyond that which can be provided by the State Fire Marshal.~~
- g) The board shall:
  - 1. Establish by-laws to govern operational procedures not addressed by legislation.
  - 2. Elect a chairman and vice chairman of the board in accordance with by-laws to be established by the board.
  - 3. Develop and offer training programs for fire fighters and fire officers based on applicable NFPA standards used to produce training and education courses.
  - 4. Develop and offer state certification programs for instructors based on NFPA standards.
  - 5. Monitor and evaluate all programs to determine their effectiveness.
  - 6. Establish a fee structure in an amount necessary to cover costs of implementing the programs. Such fees shall be placed in a restricted receipt account exclusively for fire education and training programs. Profits earned from these programs shall not result in reduction of the training unit's annual state budget appropriation.
- h) In addition to any sums appropriated for the operation of the fire education and training unit within the division of fire safety, there is hereby appropriated an additional sum of forty-two thousand five hundred dollars (\$42,500) to support administrative staff of fire academy.

- i) In an effort to prevent potential conflicts of interest, any fire education and training coordinating board member shall not simultaneously serve as a paid instructor and/or administrator within the fire education and training unit.
- j) A quorum for conducting all business before the board shall be at least seven (7) members.

## SECTION 2

### MISSION STATEMENT

#### 2-1 PHILOSOPHY

In order to effectively carry out our mission, it is essential that a philosophy for the delivery of fire service training programs and services be established. Most importantly, everyone involved in the program delivery system must understand and carry out the roles and responsibilities assigned to them. Everyone must support the following mission and philosophy of the academy.

1. To continually strive to provide the very best programs and service in support of Rhode Island's fire service community, leading to a reduction in loss of life and property destruction by fire and other hazards in a timely, cost effective and safe manner within the allotted resources.
2. To continually bring to the forefront new programs to prepare the members of Rhode Island's fire service for the ever-changing roles and responsibilities that they must assume to protect the lives, property and environment of their communities.
3. To develop and maintain an effective management team for the administration of the training and education delivery system.
4. To continually promote the professionalism and credibility of the academy and to provide an objective leadership role on issues which may impact the delivery of emergency services in Rhode Island.
5. To ~~S~~strive to offer all programs and services on a fair and equitable basis statewide.
6. To promote and maintain a good working relationship with the various training organizations and academies throughout the region as well as government officials and agencies.
7. To recognize that each member of the Rhode Island Fire Academy brings talent, skill and dedication to their duties and responsibilities. The academy recognizes its obligation to provide each member opportunities to share their talents and skills and to grow intellectually and professionally. The academy encourages each staff member to be highly visible and easily accessible.
8. To implement or modify policies and procedures as appropriate to achieve the mission and philosophy of the Rhode Island Fire Academy.

#### 2-2 EQUAL OPPORTUNITY / AFFIRMATIVE ACTION

The Rhode Island Fire Academy (RIFA), as an arm of the government, is committed to equal opportunity and affirmative action for both student admission and staff contracting. We encourage all potential students who qualify to apply for the sponsorship of their department of agency to the RIFA. Independent contractors may apply directly to the academy.

We recognize that national standards related to physical capacity are an ideal to be strived for but that certain individual exceptions may exist. Therefore, any student who applies for a RIFA program with the sponsorship of his/her department or agency will be admitted. However, all students and instructors will be expected to meet uniform standards for certification and instructional service to insure efficient, safe fire service to the citizens of Rhode Island.

Course admissions, certification and instructor standards are based upon the current NFPA codes. These codes are available for examination at the office of the Rhode Island Fire Academy / Division of Fire Safety.

All services and courses presented by the Rhode Island Fire Academy are offered to all individuals regardless of their race, religion, gender, age, national origin, sexual orientation or physical or cognitive limitations.

## SECTION 3

### ADMINISTRATION

#### 3-1 FIRE ACADEMY DIRECTOR

The Director of the Rhode Island Fire Academy shall be responsible for the development and implementation of all educational, development and physical skills programs that are offered to both volunteer and career firefighters in the state. (S)~~h~~H~~e~~ shall be responsible for the day-to-day operations of the academy, the proper maintenance of records and documents, and the acquisition and ongoing development of the coordinators and instructors under him/her.

##### 3-1.1 DUTIES AND RESPONSIBILITIES

The position of director shall have the following duties and responsibilities:

1. Shall answer directly to the ~~s~~State ~~f~~Fire ~~m~~Marshal.
2. Coordinate all day-to-day functions of the fire academy.
3. Implement the programs developed and offered by the Fire Education Board.
4. Schedule all programs for delivery to regions throughout the state.
5. Maintain all records pertaining to program delivery and all academy instructors.
6. Act as a liaison with the National Fire Academy, the State Emergency programs for firefighters/fire officers as assigned by the State Fire Marshal.
7. Assign instructor coordinators to programs when necessary with approval of Instructor Certification Committee.
8. Insure that instructors have the opportunity to share equally in the number of classes offered by the academy.
9. Report to the Fire Education Board on the progress of all academy activity at each board meeting.
10. Compile a semester report on all fire academy activity and submit ~~the~~ same to the board, State Fire Marshal and Governor's office for review.
11. To act as signatory on all fire academy documents.
12. Other duties as may be specified from time to time by the Fire Education Board or State Fire Marshal.
13. Insure that necessary equipment and /or apparatus ~~is~~ are available and ready for use in classes when requested. This task can be assigned to the coordinator or the individual instructor at the discretion of the ~~D~~d~~i~~rector.
14. Insure that there are an adequate number of proctors for examinations in accordance with the existing policy of the Rhode Island Fire Academy.

15. Insure that there are an adequate numbers of skilled examiners for practical skill examinations in accordance with existing policies of the Rhode Island Fire Academy.
16. Insure that anyone who participates as a skills examiner is NFPA 1041 is certified and has not acted as an instructor in the particular discipline being tested.

### **3-1.2 MAINTENANCE OF STUDENT RECORDS**

It is the responsibility of the Director or his assistant to maintain all student files in the following manner:

1. Certification records are to be maintained in a database with a hardcopy in each class file.
2. All records and files regarding any individual who takes a course with the academy are to be stored in a secured (locked) cabinet.
3. The only person authorized to review or obtain any personal information regarding any student is that student him/herself or a person designated in writing by the student. Said designation must include the scope of information being requested and be signed by the student.

## SECTION 4

### PERSONNEL / INSTRUCTORS

#### 4-1 CLASSIFICATIONS

Several classifications exist within the instructional / management hierarchy of the Rhode Island Fire Academy. They have been developed to encourage appropriate distribution of the responsibility and upward mobility within the academy. Increasing levels of training and experience will lead to opportunities to move up through the ranks and assume higher levels of responsibility, with a corresponding increase in compensation. All instructors will start at the Assistant Instructor level.

The following are the classifications within the Rhode Island Fire Academy: Assistant Instructor, Instructor Level I, Instructor Coordinator, ~~p~~Program Manager, Adjunct Instructor.

#### 4-2 APPLICATION REQUIREMENTS

Individuals desiring to serve on the instructional staff of the academy should first note the requirements and duties of the various positions. They should complete an application and submit it along with all required documentation to the director.

~~Assistant instructors shall be selected by the Director and the members of the Instructor Certification Committee~~ The director and members of the Instructor Certification Committee shall select the Assistant Instructors after review of the applications and related documentation. Education, experience in delivering training programs, current and previous positions held and years of service will be taken into account during the selection process. Applicants will become part of the active roster of instructional staff and will be placed under contract as soon as possible.

#### 4-3 ASSISTANT INSTRUCTOR

##### 4-3.1 REQUIREMENTS

An assistant instructor is a probationary instructional staff member who meets the following criteria:

1. High school graduate or equivalent with a minimum of five (5) years experience in the fire service with certification as Firefighter Level I.
2. Must be certified at Instructor Level I (1041) or FF Level I & II and have a combination of the education and experience.

3. Must complete an application in its entirety and submit all required documentation.
4. Must possess a valid Rhode Island driver's license and available use of a vehicle.
5. Must possess good communication skills and have the physical capacity relating to instructional assignments.
6. Must have the recommendation of the chief of their department.

#### **4-3.2 DUTIES AND RESPONSIBILITIES**

This is part-time, professional, education work of a teaching nature. Responsibilities include teaching and evaluating firefighting personnel on a local, regional and state level.

Under the supervision of an instructor, (Instructor Level I or higher) the Assistant Instructor will assist in demonstrations, lectures, audiovisual presentations; evaluation of students and assist special needs students. They will also be required to attend professional development workshops (NFPA 1041 program).

Each assistant instructor will be assigned to an instructor to assist in the delivery of a minimum of three (3) classes, approximately twelve (12) hours. The assistant instructor will not receive any compensation for these classes. This may be waived by the instructor certification committee under the following conditions:

1. The assistant instructor has extensive experience in program delivery as determined by submitted documentation.
2. The assistant instructor has NFPA 1041 certification.
3. The individual is already under contract with the academy in another teaching capacity.

During the trial teaching period, assistant instructors will be evaluated by supervising instructors and the director and/or a member of the certification committee. Keep in mind that everyone learns at a different rate. It is very important to have honest, objective evaluations in order that our instructor base is the best possible.

#### **4-3.3 ASSISTANT INSTRUCTOR EVALUATIONS**

Assistant instructors shall be evaluated by their assigned instructor after each class that they deliver. These evaluations shall be forwarded to the director. At the conclusion of the trial period, the instructor certification committee shall make a determination if an

assistant instructor will be allowed to teach classes unsupervised or if more time is needed for the assistant instructor to acquire the teaching skills necessary to be on their own.

#### **4-3.4 COMPENSATION**

Assistant instructors will not receive any compensation while they are teaching in a supervised role. At such time that they are allowed to teach classes unsupervised, their rate of compensation will be \$20 per hour.

#### **4-4 INSTRUCTOR (Instructor Level I)**

An instructor is a staff member who meets the following criteria:

1. Served as an assistant instructor and fulfilled all of the requirements of that classification as determined by the instructor certification committee for a period of not less than six (6) months and has accumulated sixteen (16) instructional hours.
2. Has taught a sufficient number of classes to be objectively evaluated and received the recommendation of the director to be elevated to the position of full instructor and has received the approval of the instructor certification committee. Must have attended train-the-trainer [program](#).

#### **4-4.1 DUTIES AND RESPONSIBILITIES**

Conduct classes with minimal supervision from prepared lesson plans including, lectures, demonstrations, use of audiovisual aids and equipment and practical evolutions.

1. Directly supervises assistant instructors and participates in evaluation [of](#) their performance.
2. Maintains records as required by the academy.
3. Performs other related duties as may be assigned by the director or coordinator.

#### **4-4.2 COMPENSATION AND EVALUATIONS**

The director and/or a member of the instructor certification committee will evaluate instructors on a periodic basis. These evaluations shall become part of the instructor's

permanent file and after due process will become part of the basis for promotion/demotion. The rate of compensation for instructors will be \$25 per hour.

#### **4-5 INSTRUCTOR COORDINATOR**

An instructor coordinator is a staff member who meets the following criteria:

1. Has served as an instructor and fulfilled all of the requirements of that classification as determined by the director and instructor certification committee for a period of not less than two (2) years and has accumulated forty (40) instructional hours.
2. Has been an instructor for a period of not less than two (2) years and has taught a sufficient number of classes to be objectively evaluated and received the recommendation of the director and the approval of the instructor certification committee to be elevated to the position of instructor coordinator.

##### **4-5.1 DUTIES AND RESPONSIBILITIES**

1. Coordinates programs and presentations including:
  - a. Arranges for equipment and instructional materials.
  - b. Overall monitoring of student and instructor performance to insure there is no deviation of quality or content.
  - c. Provision of, or arrangement for, substitute instructors and program schedule changes when necessary.
  - d. Assists the director in program scheduling and assignment of instructional staff.
  - e. Maintain program grades and provide for all testing.
  - f. To submit all required program documentation as required to the director.
2. Supervises instructional staff as assigned and assists in evaluation of programs and instructors.
3. Substitute for instructors if necessary during emergency absences.
4. Performs other duties as assigned by the ~~D~~director.

##### **4-5.2 COMPENSATION AND EVALUATIONS**

The director and/or a member of the instructor certification committee will evaluate instructor coordinators periodically. These evaluations shall become part of their permanent file and be part of the basis for promotion or demotion. The rate of pay for instructor coordinators when instructing will be \$25 per hour. The rate of pay when, acting as a coordinator, shall be set by the board on an individual program basis.

#### **4-6 RESERVED (Program Manager)**

#### **4-7 CONTRACTS AND COMPENSATION**

Instructional staff **members** are considered vendors and must be issued vendor numbers. Payment will be made on a monthly basis at the hourly rate as specified in the contract after a time summary is submitted to the director on the specified instructor payment form.

The academy is not responsible for the withholding of taxes of FICA. This is solely the responsibility of the individual contractor. The academy does not provide fringe benefits other than continuing education opportunities.

#### **4-8 ASSIGNMENTS**

##### **4-8.1 AVAILABILITY**

Assignments will be offered on a rotating basis from the pool of available instructors for the particular program requested. Availability forms will be sent to all applicable instructors and it will be their responsibility to return said form before the specified deadline. Any instructor who refuses an assignment three (3) consecutive times will be removed from the active roster and must apply for reinstatement to active status. Extenuating circumstances will be taken into consideration and staff may retain active status at the discretion of the director. Decisions will be made on a case-by-case basis.

##### **4-8.2 CLASS ASSIGNMENTS**

Once a class assignment is accepted it is the instructor's responsibility to be well prepared for class and to maintain contact with the coordinator and teaching partners to determine the subdivision of teaching responsibilities.

If an instructor cannot fulfill the assigned obligation, advance notice must be given to the coordinator in order that there is time to secure a replacement. Failure to give adequate notice or absence from class without notice will result in loss of teaching status with the academy. Such instructors must reapply and will be reevaluated. A reapplication fee of \$25 will also be required. Extenuating circumstances will be taken into consideration, and the director may waive the reapplication fee.

#### **4-9 DISPUTES AND GRIEVANCES**

**Difficulties Disputes** between instructors or between an instructor and the Rhode Island Fire Academy may occasionally arise. Individuals or groups with **difficulties disputes** should make a good faith effort to resolve the problem informally. If a solution or

compromise cannot be reached, the grieving party may ask for assistance from the assigned coordinator. The coordinator shall render a decision within two weeks.

If a decision is not agreeable to the grieving individual or group, the grieving party(ies) may present a formal grievance in writing to the Director of the Fire Academy for a resolution.

The Director of the Fire Academy may convene a Hearing Board comprised of members of the Fire Education Training Board to address the grievance.

The Director or Hearing Board shall render its decision within two weeks.

#### **4-9.1 STUDENTS**

When a dispute arises between instructor and student, the instructor should do all that is reasonable to resolve the problem, always bearing in mind that safety is paramount. Unresolved disputes should be referred to the coordinator who will attempt to resolve the issue.

#### **4-9.2 UNRESOLVED ISSUES**

In the event that the instructor and coordinator cannot resolve the issue, it shall be turned over to the director who after hearing all sides of the issue shall render a decision and notify all parties in writing.

#### **4-9.3 BOARD APPEAL**

Any aggrieved party may appeal the decision of the director by petition to the board. Upon receiving said petition, three (3) members of the board will be selected, one each by both parties to the dispute and one by the chairman to conduct a hearing on the matter. This ~~3-~~ three-member committee shall report their findings to the full board in the form of a recommendation. The board shall then render a decision, which shall be final.

### **4-10 INSTRUCTOR RULES AND REGULATIONS – GENERAL**

1. Instructors shall always conduct themselves in an exemplary manner ~~which that~~ will typify their position with the Rhode Island Fire Academy. Instructors will dress with a shirt, tie, and blazer for classroom sessions and shall wear jumpsuits/overalls or turnout gear for practical sessions.
2. Instructors shall not use profanity and shall not use language or demeanor ~~which that~~ will intimidate the students. Instructors shall refrain from “manhandling” students. The only contact should be for safety or the instruction of a manipulative skill.

3. It shall be the responsibility of instructors to thoroughly be prepared for and be familiar with their assigned topic. They shall also submit a list of any needed materials for their class to the director on the appropriate form. They shall insure that they have prepared enough material to cover the assigned class.
4. Instructors shall make every attempt to be at the assigned class location one half hour prior to ~~class start~~ the start of class. This will allow time to prep the classroom and materials without undue delay in class start. It is important to start classes on time.
5. Instructors shall be required to complete all of the necessary forms for submission to the coordinator. All students shall sign in on the signature roster before the start of class. Approximately 5-10 minutes before the end of class shall be provided for the students to complete the evaluation sheet.

#### **4-11 PROFESSIONAL DEVELOPMENT**

The Rhode Island Fire Academy will encourage and foster continuing education for all levels of instructional staff. Staff members are encouraged to apply to the director for funding of related continuing education~~s~~. All costs should be outlined in a written proposal with a copy of the appropriate application or program brochure. The director's decision will be based on program content, needs of the Rhode Island Fire Academy and available funding.

Instructional staff are also encouraged to participate in professional organizations which will further their development. The Rhode Island Instructors Association and the International Society of Fire Service Instructors are ~~and~~ examples of valuable professional groups.

The academy will place a strong emphasis on continued improvement through train-the-trainer programs, advanced levels of 1041 certification, as well as advanced firefighter, officer, inspector and investigator-level~~s~~ classes.

## **SECTION 5**

### **PROGRAM**

#### **5-1 SCHEDULING**

The academy will operate on a two (2)-semester schedule. First semester will start on September 1, and will end on December 15. Second semester will start on January 10, and end on June 15. In this way, the academy can offer programs in an orderly fashion and have time between semesters to address the need for improving existing and to address the need for additional programs. The academy will be receptive to any region or department that, due to extenuating circumstances, may need to run a program during semester break. Also, due to staggered start dates, some of the lengthy programs may run over into two semesters. The academy will publish a program directory before the start of each semester.

It is very important that departments requesting programs for a particular region do so at least 45 days prior to [the](#) requested start date. This will ensure enough time to assign a coordinator and to schedule instructors for a smooth program delivery. Only the director will schedule programs and adjust the program schedule board in the academy office.

#### **5-2 REGIONAL DELIVERY**

All programs offered by the academy will be delivered regionally. The minimum class size for all programs will be fifteen (15) students. The maximum number of students will vary between programs. When a request for a program is received from a department, that department will have first priority in filling the available slots. The program will then be open for any other department in that region to fill out the balance of the slots. In the event that there are more applicants than available slots, another program will be offered or applicants may go to a neighboring region that is offering the same program.

Regional delivery also makes the task of proving programs much easier and keeps the cost per student at a very reasonable level. The academy strongly urges that the host departments try to get the maximum number of students allowable enrolled in the requested program.

##### **5-2.1 REGIONS DEFINED**

###### **Region 1**

Providence, Pawtucket, Warwick, Cranston, Johnston, East Providence, North Providence, West Warwick, Airport

**Region 2**

Barrington, Bristol, Warren, Middletown, Newport, Tiverton, Little Compton, Portsmouth, US Navy

**Region 3**

Burrilville, Glocester, North Smithfield, Smithfield, Lincoln, Central Falls, Woonsocket, Cumberland

**Region 4**

Scituate, Foster, Coventry, East Greenwich, Exeter, Jamestown, North Kingstown, West Greenwich, RI National Guard

**Region 5**

Hopkinton, Richmond, South Kingstown, Westerly, New Shoreham, Charlestown, Narragansett

A complete listing of all departments by region is included in the appendix.

**5-3 HOST & DEPARTMENT RESPONSIBILITIES****5-3.1 HOST DEPARTMENTS**

Departments that are hosting a program will be required to have appropriate classroom space available and a secure area in which to store fire academy equipment. It is hoped that departments within a particular region would communicate with each other as to programs and delivery locations before any request is made to the academy. The host department will also serve as the contact for the instructor coordinator assigned to the program.

**5-3.2 DEPARTMENT RESPONSIBILITIES**

Each department that has students enrolled in any fire academy program must have insurance coverage for these students. Since this program is offered in a cooperative effort, any assistance with the lending of equipment for the class will be appreciated, as this will enhance learning for all students, as well as your own. Each department will be responsible to insure that all students have the appropriate protective gear, including gloves, available to their students when performing practical drills. Each program will vary as to the amount of involvement required from the host and other departments that have students enrolled in the program. These responsibilities will be delineated in the individual program guidelines.

**5-4 STUDENT MATERIALS AND REGISTRATION****5-4.1 TEXT BOOKS AND INFORMATION MATERIAL**

Most of the programs that will be offered have a text and workbook. It is much easier for the department to purchase their own books for their students. These materials must be

purchased in time for the start of the program. Instructor handouts, etc., will be the responsibility of the academy.

#### **5-4.2 REGISTRATION**

It is expected that all students pre-register to participate in programs using the appropriate registration form. Registration forms must be completed in their entirety or will be sent back to the student for completion before acceptance into any program.

Occasionally there may be a walk-in student. Walk-in students will only be accepted if the class is not filled to capacity and they present a completed application to the instructor. The instructor will allow the student into class pending final approval by the ~~D~~irector.

**SECTION 6**  
**CLASS POLICY**

**6-1 CLASS ATTENDANCE**

Instructors shall monitor and report the attendance of each member of the class and also note students that arrive substantially late or leave substantially early. Students that are absent more than 10 percent of the total program time shall not be considered to have completed the program and shall not be eligible to take the final exam. The coordinator may apply this rule with discretion. Provisions may be made for make-up material missed due to extenuating circumstances. Any such arrangement will have to be made with the coordinator and have the approval of the director. This must be completed within one year.

**6-2 CLASSROOM GUIDELINES**

**6-2.1 INSTRUCTOR / DISCIPLINE**

It is important that the instructor arrive at least one half hour early for class in order to be properly prepared and to start the class on time. It is the instructor coordinator's responsibility to insure that all necessary materials to teach the class are available to the instructor. If the instructor requires any extra materials, such as, videotapes and handouts, it will be that instructor's responsibility to properly request the materials and for pick up and return.

The instructor shall use the following guidelines in the event that a student is disruptive in class or in the drill yard:

First Offense:	Verbal Warning
Second Offense:	Written Warning
Third Offense:	Dismissal from class, forfeiture of fees

Any disciplinary action initiated by an instructor will be documented in writing to the coordinator who will also report it to the chief of that student's department. If the infraction is a safety issue the instructor may dismiss the student from the class and turn ~~over~~ the situation over to the coordinator for disciplinary action. In the case of a safety violation, the verbal and written warning phases can be eliminated.

Disciplinary action may be appealed under 4-9 of the policies and procedures.

## **6-2.2 STUDENT RESPONSIBILITIES**

It will be the student's responsibility to arrive at class on time. Late time may be charged to absence. The class instructions will be followed implicitly, if there is doubt, ask an explanation from the instructor. Students will dress for class in an appropriate manner, they shall not report to class in ripped clothing or without shirts and shoes.

It will be the student's responsibility to complete any and all class assignments on time. Completion of quizzes and testing will be mandatory; if missed, they must be made up. Passing grade is 65 %. All practical evolutions will be graded as pass/fail.

Any student caught cheating on an exam will receive a failure for that exam, be asked to leave class and be reported to the coordinator and the chief of their department. The disposition of the student continuing in the program will be the decision of the coordinator.

There shall be no consumption of alcoholic beverages at the break or during any fire academy program. Any student who reports to class under the influence of alcohol, drugs or medication which might impair performance will be asked to leave. Alcoholic beverages or drugs will not be tolerated in class or the drill yard.

Proper decorum will be maintained in the classroom and drill yard at all times. Failure to do so may result in the student being asked to leave for that session, with that time being charged to absence.

The Rhode Island State Law prohibits **SMOKING** in any building or grounds where training exercises or classes are conducted.

All students shall be subject to these rules while in attendance at a Rhode Island Fire Academy program. Violation of the above stated rules will be handled according to procedures outlined in sections 6-2 and 4-9.

Student complaints will be handled according to section 4-9.1 of the policies and procedures.

## **6-3 EVALUATIONS**

One way that the instructor and the academy have of monitoring effectiveness of programs is by the comments of the students. To encourage candid comments, the academy has adopted a multiple choice type evaluation survey sheet. Each student should receive an evaluation sheet before the conclusion of each class to be completed and submitted. The evaluations, attendance and instructor payment form will be placed in a manila envelope and clearly marked with the class number, instructor and coordinator and forwarded to the director.

## 6-4 CLASS CANCELLATION

During winter months, inclement weather may force the cancellation of classes. Every effort will be made to have cancellations announced over various radio stations.

Instructors will also be provided with the phone number of a contact person for themselves and students.

### ~~Emergency Contact~~

In the event that a class must be canceled for whatever reason or a serious situation arises, the director shall be contacted immediately.

~~Joseph Castro~~

~~Office: (401) 462-4202 (8:30 a.m. – 4:30 p.m.)~~

~~Home: (401) 383-6648~~

~~Cell: (401) 255-4128~~

## SECTION 7

### PROGRAM COMPLETION & CERTIFICATION

#### 7-1 PROGRAM COMPLETION

~~A certificate of program completion will be issued to all students who complete and pass a program sponsored by the Rhode Island Fire Academy with the appropriate documentation submitted by the assigned instructor or coordinator. The assigned instructor or coordinator will issue a certificate of program completion to all students who complete and pass a program sponsored by the Rhode Island Fire Academy with the appropriate documentation submitted.~~

#### 7-2 CERTIFICATION

Students who complete certified courses according to fire academy policy will receive certification at that level by the fire academy

## SECTION 8

### RHODE ISLAND FIRE ACADEMY INSTRUCTOR CERTIFICATION

#### 8-1 1041 COURSE

After a student completes and passes the 1041 course, a certificate of completion will be issued. This certification will allow students to move into the certification process. The Rhode Island Fire Academy does not recommend students teach without a State Instructor present. (However, at the chief's discretion, fire departments can take the responsibility of using an instructor at this level.)

#### 8-2 STUDENT TEACHING HOURS

Students who have completed the 1041 course must do 16 hours of student teaching to receive a Fire Department Instructor certificate ~~for Fire Department Instructor~~. These 16 hours must be attained by co-teaching with a Rhode Island Fire Academy Instructor. These hours are actual class time. Co-Instructors must complete all required documentation. Instructors must submit evaluation forms for their ~~Co-I~~ instructor. These hours must be obtained within twelve (12) months of completing the 1041 course.

If the student does not complete the student teaching hours in the one 1-year time frame and is still interested in certification as a Fire Department Instructor, a new application would need to be submitted and reviewed by the director of the fire academy. Thirty (30) hours of co-teaching would be necessary; any previous co-teaching hours that were completed following the above criteria will be credited to the 30 hours. The Sstudent will have has one year to complete.

#### 8-3 STATE CERTIFIED INSTRUCTOR

As openings occur at this level, the director will draw upon the Fire Department Instructors in the state. To become a state instructor, the Fire Department Instructor must: see 4-4

1. Refer to Section 4-4
1. 2. Be involved in the Fire Service for 3 years (documentation required).
2. 3. Be an active Fire Department Instructor (teach at least 4 classes a year - documentation required).
3. 4. Attend a state sponsored sexual harassment training program.
4. 5. Attend a Rhode Island Fire Academy orientation program.

# APPENDIX

A-1 RI FIRE ACADEMY CLASS POLICY

A-2 COURSE REGISTRATION FORM

A-3 CLASS TRACKING CHECKLIST

A-4 INJURY REPORT

A-5 EQUIPMENT/APPARATUS REQUEST

A-6 LIABILITY WAIVER FORM

A-7 PHYSICAL PERFORMANCE ASSESSMENT (PPA)  
LIABILITY FORM

# Rhode Island Fire Academy Class Policy

## Class Materials:

Each class participant is responsible to supply the following:

1. Pen and notebook
2. Books and reference materials to be announce depending on class.

## Rhode Island Fire Academy Policy:

Attendance Policy: The RI Fire Academy allows a student to miss 10% of the actual class time.

Examinations: Tests or quizzes will be given at the beginning of class, prior to starting a new subject. The final exam will be given on the last day of class. You will have a maximum of 2 hours to finish the final exam.

The average of all tests/quizzes will count for 60% of the total grade and the final exam will count for the remaining 40% of the total grade. To successfully complete the course, each student must finish with an average grade of 65%.

Any individual that does not pass the final examination will be offered the opportunity to take a make-up examination. Make-up examinations need to be arranged through the Director of the RI Fire Academy no sooner than 30 days after the final exam and no later than six (6) months.

The chain of command used to address any concern or problem that a student may have is as follows: (1) Instructor, (2) Coordinator, and (3) Director. If after following this chain of command, a student still feels that (s)he has not received fair treatment, or has a question or concern with any item on a test, an appeal can be made to the Fire Education and Training Coordinating Board of the Rhode Island Fire Academy.

The Board, after receiving an appeal will convene a panel from the current roster of members. This panel will consist of three (3) members, one (1) each chosen by each party in the dispute and one (1) chosen by the Chair. The decision of this panel will be binding and no further appeal will be heard.

During the course of this hearing, a student can represent him/herself or be represented by counsel and can present witnesses. Any corroborating documents or information can also be presented at this time.

A decision in an appeal will be rendered within ten (10) days after the conclusion of the hearing. Said decision will be made in written form to the student and a copy sent to the Director and the Chair of the Fire Education and Training Coordinating Board of the Rhode Island Fire Academy.

Evaluations: Students are required to complete course evaluations. Evaluation forms will be distributed on the final day of classes.

Breaks: Students will be allowed adequate break time.



## RHODE ISLAND FIRE ACADEMY

**24 Conway Avenue**  
**North Kingstown, RI 02852**  
**Tel: (401) 294-0861**  
**Fax: (401) 294-1171**  
**118 Parade Street**  
**Providence, RI 02909**  
**Tel: (401) 462-4200**  
**Fax: (401) 462-4250**



## STUDENT REGISTRATION FORM

### PERSONAL INFORMATION

Name: \_\_\_\_\_ Last 4 digits of Social Security No. \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Daytime Telephone: \_\_\_\_\_ Night Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Department: \_\_\_\_\_

### PROGRAM INFORMATION

Program Requested: \_\_\_\_\_  
Location: \_\_\_\_\_ Date: \_\_\_\_\_

**No application will be accepted without authorized signature and proof of prerequisite if needed.**

I certify that the information recorded on this application is correct. I agree to abide by the rules, policies, and regulations of the Rhode Island Fire Academy if I am admitted as a student. Falsification of information may result in denial of a course certificate. I hereby authorize release of any and all information concerning my enrollment in this course to the chief officer in charge or designee of my organization. All requests for information shall be in writing from said chief or designee.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Please check box if applicable  Retired\*  Non-Fire Service  
Personnel\*

**\* If you are retired or non-fire service personnel, a fire academy liability waiver must be signed and attached. Chief or supervisor's signature (below) is not required.**

I certify that the listed applicant is a member of our fire department/agency and is covered by my organization's Worker's Compensation insurance while participating in such training, and that the Fire Education and Training Coordinating Board, its commissioners, officers, agents or employees shall not be liable for any injuries sustained during such training. This applicant is considered by my department's standards to be physically and emotionally fit to perform firefighting evolutions without special consideration.

**Chief or Supervisor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Rhode Island Fire Academy

## CLASS TRACKING CHECKLIST

TITLE OF CLASS: \_\_\_\_\_

COMMENCEMENT DATE: \_\_\_\_\_ COMPLETION DATE: \_\_\_\_\_

COORDINATOR: \_\_\_\_\_

TOTAL NUMBER OF CLASS SESSIONS: \_\_\_\_\_

LOCATION: \_\_\_\_\_

TEXTBOOK USED: [EDITION] \_\_\_\_\_

OTHER MATERIALS: [LIST] \_\_\_\_\_

TEST DATES: \_\_\_\_\_

SKILLS TEST DATES: \_\_\_\_\_

FINAL EXAMINATION DATE: \_\_\_\_\_

INSTRUCTOR/DATE ASSIGNMENTS:

- |           |           |
|-----------|-----------|
| 1. _____  | 2. _____  |
| 3. _____  | 4. _____  |
| 5. _____  | 6. _____  |
| 7. _____  | 8. _____  |
| 9. _____  | 10. _____ |
| 11. _____ | 12. _____ |
| 13. _____ | 14. _____ |

ASSISTANT INSTRUCTOR/DATE ASSIGNMENTS:

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |
| 7. _____ | 8. _____ |

PROCTOR/DATE ASSIGNMENTS:

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |
| 6. _____ | 7. _____ |
| 7. _____ | 8. _____ |

EQUIPMENT/APPARATUS NEEDED/DATE:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

6. \_\_\_\_\_

ACCOMMODATIONS: (Note: Physical, cognitive, etc., and how these accommodations will be made).

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

NAME OF PERSON TO NOTIFY IN CASE OF EMERGENCY AND CONTACT NUMBER: \_\_\_\_\_

CHECKLIST:

- a.  All applications completed
- b.  All pre-requisite certification presented
- c.  RIFA Student Sheet handed out\*
- d.  Other Materials
- e.  Instructors assigned
- f.  Assistant Instructors assigned
- g.  Proctors assigned
- h.  Skills Test Examiners assigned
- i.  Equipment and/or apparatus scheduled
- j.  Special accommodations determined and made
- k.  Textbooks [SUFFICIENT QUANTITY, PROPER EDITION]
- l.  Evaluations completed
- m.  \_\_\_\_\_
- n.  \_\_\_\_\_
- o.  \_\_\_\_\_
- p.  \_\_\_\_\_

\* THIS FORM IS TO BE HANDED OUT IN DUPLICATE BY THE COORDINATOR AND DISCUSSED WITH THE STUDENTS. THE STUDENT IS TO RETAIN A COPY AND THE COORDINATOR IS TO FILE THE OTHER COPY.

THIS FORM IS TO BE FILLED OUT BY THE COORDINATOR. CERTAIN INFORMATION (IE APPLICATIONS AND PRE-REQUISITE DOCUMENTATION) IS TO BE SUBMITTED BEFORE THE CLASS IS TO START. ALL OTHER DOCUMENTATION IS TO BE SUBMITTED AT THE COMPLETION OF THE CLASS. ANY PROBLEMS ARE TO BE BROUGHT TO THE ATTENTION OF THE DIRECTOR ON THE DAY FOLLOWING. ANY INJURIES ARE TO BE REPORTED TO THE DIRECTOR AT THE EARLIEST POSSIBLE TIME AFTER TREATMENT HAS BEEN SOUGHT.

# Rhode Island Fire Academy

## INJURY REPORT

NAME OF INJURED PERSON: \_\_\_\_\_

DATE OF INJURY: \_\_\_\_\_ TIME OF INJURY: \_\_\_\_\_

LOCATION: \_\_\_\_\_

DESCRIPTION OF INJURIES: \_\_\_\_\_

TREATMENT RENDERED ON SCENE: [PLEASE LIST TYPE OF TREATMENT AND PERSON  
RENDERING TREATMENT]: \_\_\_\_\_

TRANSPORTED:  YES  NO

IF 'YES': BY WHOM: \_\_\_\_\_

WHERE: \_\_\_\_\_

RIEMS RUN REPORT NUMBER: [IF AVAILABLE] \_\_\_\_\_

DISPOSITION: [IF KNOWN] \_\_\_\_\_

### NOTIFICATIONS:

1. FIRE DEPARTMENT RESCUE [TIME, DATE, RESULTS]  \_\_\_\_\_

2. EMERGENCY CONTACT [TIME, DATE, RESULTS]  \_\_\_\_\_

3. DIRECTOR [TIME, DATE, RESULTS]  \_\_\_\_\_

4. \_\_\_\_\_ [TIME, DATE, RESULTS]  \_\_\_\_\_

5. \_\_\_\_\_ [TIME, DATE, RESULTS]  \_\_\_\_\_

### WITNESSES: [NAMES AND CONTACT NUMBERS]

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

NARRATIVE IF INCIDENT THAT LED TO INJURY: [USE ADDITIONAL SHEET IF  
NECESSARY. PLEASE BE AS DETAILED AND COMPLETE AS POSSIBLE]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

**Rhode Island Fire Academy**  
**EQUIPMENT/APPARATUS**  
**REQUEST FORM**

I hereby request the following equipment/apparatus for use in the following class:

**PROGRAM OR COURSE NAME:** \_\_\_\_\_

**LOCATION:** \_\_\_\_\_

**MANNER OF DELIVERY:** \_\_\_\_\_

**DATE NEEDED:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**EQUIPMENT/APPARATUS REQUESTED:** [PLEASE BE SPECIFIC]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PURPOSE:** \_\_\_\_\_

**PRE-INSPECTED BY/DATE:** \_\_\_\_\_

**DATE PICKED-UP:** \_\_\_\_\_

**DATE RETURNED:** \_\_\_\_\_

**POST-INSPECTED BY/DATE:** \_\_\_\_\_

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of person requesting equipment/apparatus & date

\_\_\_\_\_  
Signature of person taking equipment/apparatus & date

\_\_\_\_\_  
Signature of person returning equipment/apparatus & date

\_\_\_\_\_  
Signature of person receiving equipment/apparatus & date

**RHODE ISLAND DEPARTMENT OF PUBLIC SAFETY**  
**State Fire Marshal**  
118 Parade Street, Providence RI 02909  
Telephone: (401) 462-4200 — Fax: (401) 462-4250

**~~Rhode Island Fire Academy~~**

**~~WAIVER OF LIABILITY FORM~~**

I, \_\_\_\_\_ DO HEREBY ABSOLVE THE RHODE  
ISLAND FIRE ACADEMY, ITS COORDINATORS, AND ITS INSTRUCTORS FROM ANY  
LIABILITY DUE TO INJURY OR THE LIKE WHILE PARTICIPATING IN THE  
\_\_\_\_\_  
\_\_\_\_\_ COURSE.

I ALSO ACKNOWLEDGE THAT TRAINING AND HANDS ON WORK CAN BE  
DANGEROUS AND DO THIS OF MY OWN FREE WILL.

SIGNED, \_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**RHODE ISLAND DEPARTMENT OF PUBLIC SAFETY**  
**State Fire Marshal**  
118 Parade Street, Providence RI 02909  
Telephone: (401) 462-4200 — Fax: (401) 462-4250

**ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM**

**In consideration of participation in the Rhode Island Fire Academy, I understand and agree to the following:**

- 1.) The Candidate understands and recognizes that fire and safety training involves a degree of physical exercise and physical contact, certain inherent risks and dangers, which could result in physical and emotional injury, disability or death.
- 2.) The Candidate warrants, represents and certifies that he/ she is mentally and physically capable of participating in the Fire Academy, has sufficiently prepared or trained for participation, and has not been advised to not participate by a qualified medical professional. The Candidate warrants, represents and certifies that he/ she does not suffer from a chronic/ acute problem of the neck, back, wrist, knee, heart or muscular system, or another medical condition which could otherwise be made worse by participation in the Rhode Island Fire Academy.
- 3.) The Candidate consents to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/ or illness during the training.
- 4.) The Candidate hereby waives all claims, releases, indemnifies and holds harmless the State of Rhode Island and all its officials, officers, agents and employees in both their public and private capacities, from any and all liability, claims, suits, demands, expenses of litigation, or causes of action which may arise by reason of injury to persons or loss of, damage to or loss of use of any property occasioned by error, omission, or negligent act of the Candidate or any other persons with regard to this Agreement.
- 5.) The Candidate hereby agrees to indemnify, defend and hold harmless the State of Rhode Island and all its officials, officers, agents and employees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suits, and liability of any kind, including all expenses of litigation, including but not limited to court costs and attorney fees for death or injury, or loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- 6.) The Candidate intends that this Agreement shall be effective and binding upon his/her heirs, next of kin executors, administrators and assigns in the event of my death.

**I, the undersigned, have carefully read this Agreement in its entirety and fully understand all its terms. I am aware that the agreement contains a waiver of liability, an assumption of risk, and an agreement by me to release and indemnify the State of Rhode Island. I execute it voluntarily and with full knowledge of its significance.**

In witness whereof I have executed this release on \_\_\_\_\_,  
in the State of Rhode Island.

\_\_\_\_\_  
Signature

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

## Physical Performance Assessment (PPA)

### ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

In consideration of participation in the Physical Performance Assessment, I understand and agree to the following:

- 1.) The Candidate understands and recognizes that fire and safety related testing involves a degree of physical exercise and physical contact, certain inherent risks and dangers, which could result in physical and emotional injury, disability or death.
- 2.) The Candidate warrants, represents and certifies that he/she has reviewed and understand each and every separate test comprising the PPA that the Candidate will be required to perform, and states that he/she is not aware of possessing any physical or medical condition which will be aggravated, worsened or otherwise adversely affected by the strenuous nature of the PPA tests.
- 3.) The Candidate warrants, represents and certifies that he/she is mentally and physically capable of participating in the Physical Performance Assessment (PPA), has sufficiently prepared or trained for participation, and has not been advised to not participate by a qualified medical professional. The Candidate warrants, represents and certifies that he/she does not suffer from a chronic/acute problem of the neck, back, wrist, knee, heart or muscular system, or another medical condition which could otherwise be made worse by participation in the Rhode Island State Fire Academy PPA.
- 4.) The Candidate consents to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during the training.
- 5.) The Candidate hereby waives all claims, releases, indemnifies and holds harmless the State of Rhode Island and all its officials, officers, agents and employees in both their public and private capacities, from any and all liability, claims, suits, demands, expenses of litigation, or causes of action which may arise by reason of injury to persons or loss of, damage to or loss of use of any property occasioned by error, omission, or negligent act of the Candidate or any other persons with regard to this Agreement.

- 6.) The Candidate hereby agrees to indemnify, defend and hold harmless the State of Rhode Island and all its officials, officers, agents and employees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suits, and liability of any kind, including all expenses of litigation, including but not limited to court costs and attorney fees for death or injury, or loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
  
- 7.) The Candidate intends that this Agreement shall be effective and binding upon his/her heirs, next of kin executors, administrators and assigns in the event of my death.

I, the undersigned, have carefully read this Agreement in its entirety and fully understand all its terms. I am aware that the agreement contains a waiver of liability, an assumption of risk, and an agreement by me to release and indemnify the State of Rhode Island. I execute it voluntarily and with full knowledge of its significance.

In witness whereof I have executed this release on \_\_\_\_\_, in the State of Rhode Island.

\_\_\_\_\_  
Signature

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_