

Table of Contents

National Fire Academy-specific Standard Operating Procedures

Series 100 - Administration

100.1	National Fire Academy-specific Standard Operating Procedures	July 2023
100.2	Definitions	July 2023
100.3	Maintenance/Update of USFA Key Contact Lists	March 2024

Series 200 - Budget/Finance/Procurement

200.1	Interagency Agreements Preparation: Step-by-Step Instructions	June 2024
200.1-a	Appendix A – DHS-FEMA SOW Template	
200.1-b	Appendix B – Sample Memorandum of Agreement	
200.1-c	Appendix C – GT&C (7600A)	
200.1-d	Appendix D – Sample IGCE	
200.1-e	Appendix E – HSAM Appendix G Template	
200.1-f	Appendix F – HSAM Appendix V Template	
200.1-g	Appendix G – Simplified Market Research Template (under \$500K)	
200.1-h	Appendix H – Market Research Template (over \$500K)	
200.1-i	Appendix I – Performance of Inherently Governmental and Critical Functions Checklist	
200.1-j	Appendix J – Sample G-Invoicing Order	
200.1-k	Appendix K – Sample Executed Interagency Agreement	

Series 300 - Curriculum Development

300.1	NFA Curriculum Management Guide	July 2023
300.1-a	2018-2019 Curriculum Management Guide	

Series 400 - Curriculum Delivery

400.1	NFA Course Delivery Formats	July 2023
400.2	NFA Sponsored Courses	July 2023
400.3	State Sponsored NFA Courses	July 2023
400.4	Distance Learning/NFA Online	June 2024
400.5	NFA Approved Courses for State Delivery	Under Review
400.5-a	Form 400.5.1	Under Review
400.6	Course Maintenance and Distribution	July 2023
400.7	NFA Pilot Course Delivery	July 2023
400.7-a	Sample Sole Source Justification	
400.7-b	Sample Recruitment Notice	
400.8	American Council on Education Credit Recommendations	July 2023
400.9	Developing/Publishing Coffee Break Bulletins	Under Review
400.10	Issuing Continuing Education Units for NFA Courses	July 2023
400.10-a	Application for Continuing Education Units	
400.11	State Dashboard	July 2023
400.11-a	Sample Info Flyer for New O Courses	
400.12	NFA Enfranchised Course Delivery Process	(Archived) March 2024
400.12-a	Letter of Agreement Template	
400.13	Using FEMA Adobe Connect System with NFA Online Courses	July 2023
400.14	NFA Online Mediated Course Development and Delivery	July 2023
400.15	NFA Courses Admin Web-based Application	July 2023
400.15-a	USFA Web Form Rules of Behavior FEMA Form 140-1-4	July 2023

Table of Contents
National Fire Academy-specific Standard Operating Procedures

Series 500 - Instructor Recruitment/Training/Evaluation/Retention

500.1	Contract Instructor Recruitment and Selection	July 2023
500.2	Processing Complaints Regarding Contract Instructors	Under Review
500.3	Contract Instructor Observation and Evaluation	Under Review
500.3-a	Instructor Observation Rubric	
500.3-b	Instructor Observation Document	
500.4	Administrative Requirements for NFA Contract Instructors and SMEs	July 2023
500.5	Frequently Asked Questions Guide for Contract Instructor Services	July 2023
500.5-a	FAQs 6th Edition	July 2023

Series 600 - Partnerships and Outreach

600.1	Course Delivery Partnerships	July 2023
600.2	FESHE Recognition Program Process	July 2023
600.2-a	FESHE Institutional Recognition Request	
600.3	Social Media and Gov Delivery	July 2023
600.3-a	NETC Video-Photo Release	

Series 700 - Student Affairs

700.1	Code of Conduct	Under Review
700.1-a	FEMA Policy 123-0-2 FEMA Educational and Training Participant Standards of Conduct	
700.1-b	FEMA Directive 123-0-2-1 Personnel Standards of Conduct	
700.2	Admissions	March 2024
700.2-a	NETC SOP 119-25 Admissions Policy and Procedures 2023	
700.3	Course Certificates and Grades for Foreign Students	July 2023
700.4	Student Performance Measures: End of Course Grades	July 2023
700.4-a	Table 700.4.1 Student Performance Criteria and Corresponding End of Course Grades	
700.5	Student Performance Measures: Individual Assessment & Course Repeats	July 2023
700.6	Academic Grievances and Grade Appeals	July 2023
700.7	Student Performance Measures: Maintaining Student Grades	July 2023
700.8	Handheld and Wireless Technology in the Classroom	July 2023
700.9	Acceptance of Class Gifts	March 2024
700.9-a	SOP – Gifts & Donations June 2021	
700.9-b	FEMA FD-306-21-0001 Gift Directive	
700.9-c	FEMA FI-306-21-0001 Accepting Gifts to the Agency	



National Fire Academy-specific Standard Operating Procedure

Number	Date
100.1	July 2023

National Fire Academy-specific Standard Operating Procedures

- I. **Purpose:** This National Fire Academy (NFA)-specific standard operating procedure (SOP) outlines the organizational structure and implementation of NFA-specific guidance, policies, procedures, and instructions to enhance efficiency and consistency.
- II. **Supersession:** Replaces NFA-specific SOP 100.1, dated July 2021.
- III. **Authority/Reference:** 15 U.S.C. § 2206 (c) “Powers of Superintendent.”
- IV. **Definitions:** Refer to NFA-specific SOP 100.2.
- V. **Responsibilities:** NFA-specific guidance, policies and procedures shall be developed and documented in accordance with this SOP.
- VI. **Standard Operating Procedures:**
 - A. Any employee may propose an NFA-specific guidance, policy or procedure.
 - B. Except in the case of emergencies or other unforeseen events, proposed NFA-specific guidance, policies or procedures shall be posted for comment for no less than 30 days before implementation.
 - C. NFA-specific SOPs shall become effective immediately upon signing by the NFA Superintendent.
 - D. NFA-specific SOPs shall be indexed with the following numbering system.
 - 100 Series: Administration
 - 200 Series: Budget/Finance/Procurement
 - 300 Series: Curriculum Development
 - 400 Series: Curriculum Delivery
 - 500 Series: Instructor Recruitment/Training/Evaluation/Retention
 - 600 Series: Partnerships and Outreach
 - 700 Series: Student Affairs

- E. Individual NFA-specific SOPs shall be numbered in the following sequence: series number.1, series number.2, series number.3, etc.

Examples: 400.1, 400.2, 400.3

- F. Documents associated with NFA-specific SOPs shall be numbered in the footer in the following manner: series number.SOP number.1, series number.SOP number.2, series number.SOP number.3, etc.

Examples: Document 400.1.1, Document 400.1.2, Document 400.1.3

- G. Once adopted, the approved NFA-specific SOPs shall be posted in the Enterprise Shared Workspace and also placed on the U.S. Fire Administration webpage for student and instructor access. A master file of original NFA-specific SOPs that are signed by the Superintendent shall be maintained under the supervision of the office of the NFA Deputy Superintendent.

VII. Questions: Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent at (301) 447-1083.



Eriks J. Gabliks
Superintendent
National Fire Academy

Nothing in this SOP shall be construed or implied as to be in conflict with Department of Homeland Security or Federal Emergency Management Agency policies, procedures or instructions, or collective bargaining agreements that are in effect.



National Fire Academy-specific Standard Operating Procedure

Number	Date
100.2	July 2023

Definitions

- I. **Purpose:** This National Fire Academy (NFA)-specific standard operating procedure (SOP) includes the definition of terms found in the NFA-specific guidance, policies, procedures and instructions.
- II. **Supersession:** Replaces NFA-specific SOP 100.2, dated July 2021.
- III. **Authority/Reference:** 15 U.S.C. § 2206 (c) “Powers of Superintendent.”
- IV. **Definitions:**

Academic grievance shall mean a complaint that meets all of the following conditions:

1. It must concern an academic decision, action, or judgment for which no existing NFA, United States Fire Administration (USFA) or National Emergency Training Center (NETC) complaint procedure is available,
2. It must not involve a grade, and,
3. It is a matter for which a remedy can be identified.

Academic misconduct shall mean cheating, plagiarism, fabrication of information and other citations, facilitating acts of academic dishonesty by others, unauthorized prior possession of examinations, submitting the work of another person or work previously used without informing the instructor and securing written approval, tampering with the academic work of other students and any other deliberate falsification, and other unethical behaviors that affect performance and outcomes in NFA-sponsored classes.

Accredit shall mean to give official authorization to or approval of; to provide with credentials; to recognize or vouch for as conforming to a standard; to recognize (an educational institution) as maintaining standards that qualify its graduates for admission to higher or more specialized institutions or for professional practice.

ACE shall mean the American Council on Education of Washington, DC.

Allied Profession shall mean professional organizations working tangentially to support fire prevention and control activities.

Approved course shall mean a course developed and/or submitted by one State Fire Training agency and peer reviewed by several other State Fire Training agencies or an accrediting organization for compliance with the approved standards, requirements and procedures. These courses are accepted by NFA (assigned a “Y” code), and a state-sponsored NFA certificate is issued.

Blended/Hybrid course shall mean courses where a portion (25-75 percent) of the traditional face-to-face instruction or activities are replaced or supplemented by web-based online learning. Examples can include group blogs or individual discussion threads that include the use of traditional face-to-face delivery methods but also use online web-based content and resources any time before, during or after the course delivery.

Branches shall mean the organizational branches within the NFA:

- Leadership & Partnership (LP)
- Prevention (PR)
- Response & Special Operations (RS)
- Training Administration, Planning and Analysis (TAPA)

Certificate shall mean a document presented to students on behalf of the National Fire Academy that represents the student has completed an NFA-sponsored or State-sponsored course.

Certification shall mean the process by accredited agencies and/or organizations for verifying credentials and compliance with applicable fire and EMS standards.

Certified shall apply only to individuals and shall mean that individual has met the requirements of an authorized certification agency/organization.

Classroom shall mean a traditional “brick and mortar” setting and/or a virtual web- based online (mediated) setting.

Coffee Break Bulletin shall mean information that can be delivered in very short (5-10 minute) snippets that viewers, listeners or readers can absorb, digest, discuss and share. The information can be delivered live or downloaded through podcast, formatted using a template design with weekly/regular dissemination to subscribers through a ListServ, or some other means.

Complete instructor application shall mean a cover letter listing the courses they want to teach; resume; documentation that clearly addresses how they meet the instructor selection criteria (e.g., academic requirements, instructional experience, knowledge and experience in the subject matter, and continuing practice or education); and three references from persons who are knowledgeable about their character as well as their teaching ability.

Contact information shall mean the applicant's name, mailing address, telephone number(s), and email address(es). It does not include any other personally identifiable information.

NFA-specific SOP 100.2 – Definitions

Continuing Education Unit (CEU) shall mean the standard unit of measurement for continuing education and training. The U.S. Department of Education defines 1 CEU equivalent to 10 contact hours of training/education.

Contractor shall mean a person who is employed as or by a sole proprietor, corporation, partnership, or non-governmental organization (NGO) for the purpose of providing goods or services to the Federal Government.

Course Call shall mean a process that is used twice per fiscal year to determine which 2 or 6 day courses the state fire training systems and the Regional TRADE co-chairs wish to offer either at the NFA or within their state/region during the next fiscal year.

Course Call (Resident) shall mean a once yearly process to determine which courses the NFA Training Specialists wish to schedule during the next fiscal year.

Course Code shall mean an alpha/numeric code assigned to new courses by the NETC Admission's Office that designates the delivery method and is used to track the number of course offerings and the student enrollment/completion statistics.

Curriculum Management Committee (CMC) shall mean a group that provides continued guidance and support in the planning, selection, design, development, delivery, review and evaluation of the Curriculum Management Guide and NFA courses. The members of the CMC include the NFA Superintendent, Deputy Superintendent and NFA Branch Chiefs.

Curriculum Management Guide shall mean the document that establishes guidance and responsibilities for the selection, design, delivery and evaluation of all NFA curricula in accordance with the USFA vision and mission.

Eligible contract instructor shall mean an instructor who meets all course criteria and has completed/maintained all administrative requirements which makes them eligible to bid for a course(s) as a "contract" instructor for the NFA.

Employee shall mean a person who is employed by the Federal Government on a full-time or part-time basis.

End-dated course shall mean any course that is no longer available for delivery in the state sponsored mode by virtue of the decision of the responsible training specialist (TS). This is done annually in March, and States are notified that the course(s) will be removed from the State Dashboard on September 30. NFA certificates will not be issued after November 30 for the end-dated course(s).

End-of-course grade shall mean a letter grade that represents the sum of student assessment instrument scores accumulated during the NFA-sponsored course.

Enfranchised course shall mean a NFA 5, 6 or 10-day (N code) course that is approved by the individual TS for delivery by State/local/tribal organizations in accordance with a pre-authorized agreement. *Note: TSs review their courses for applicability and provide a “check list” of conditions on a semi-annual basis in conjunction with the Course Call periods.*

Enfranchised course delivery shall mean a NFA 5, 6 or 10-day (N code) course delivered at the State/local level through a pre-authorized agreement with the NFA. *Note: These courses are eligible for ACE credit recommendation.*

ESW shall mean the Enterprise Shared Workspace.

FEMA shall mean the Federal Emergency Management Agency.

FESHE Recognition Program shall mean an NFA sponsored program that acknowledges particular higher education institutions that have met standardized core curriculum as established by the FESHE Professional Development committee.

Fire and Emergency Services Higher Education (FESHE) shall mean an NFA-coordinated group of post-secondary institutions promoting higher education and enhancing the recognition and development of fire and emergency services as a profession.

Foreign student shall mean anyone who is not a citizen of the United States.

Gov Delivery shall mean email communications channel that allows USFA/NFA to distribute notifications effectively and efficiently to audiences that self-select the subject area for which they want to receive notifications.

Grade appeal shall mean a written complaint submitted by the student within 15 calendar days from the completion of the course.

Grade sheet shall mean any method used to record the results of student assessment instruments during the duration and completion of a NFA-sponsored course.

Handheld or wireless technology shall mean any electronic device that is capable of two-way communication, and includes, but is no limited to, hand-held radios, laptop computers, tablet computers, smart phones, minicomputers, air cards or similar devices.

IACET shall mean the International Association for Continuing Education and Training.

IFSAC shall mean the International Fire Service Accreditation Congress.

Inactive course shall mean any course that is no longer offered as an NFA sponsored course by virtue of the decision of the responsible TS. *Note: inactive courses remain in the State Dashboard and are available for state/local sponsored delivery; state-sponsored NFA certificates are issued.*

NFA-specific SOP 100.2 – Definitions

Instructor shall mean one or more contractors, volunteers or staff members who have been retained by the NFA to deliver courses.

Instructor applicant shall mean a person who has applied to become an eligible instructor.

Instructional systems specialist shall mean an NFA staff member with responsibilities for course design, course development and evaluation.

LMS shall mean learning management system which is a software application for the administration, documentation, tracking, reporting and delivery of educational courses or training programs. The NFA uses an LMS to support its on-line self-study courses and its on-line instructor mediated courses.

Local fire training system shall include, but not be limited to, city, county, fire company/department, regional, metropolitan, special district or authority training agencies or any other government entity charged or authorized to conduct fire service training.

Local host shall mean an organization or entity that has been authorized by the state fire training system to offer a course at a facility of its choosing.

NAFTD shall mean the North American Fire Training Directors.

National Fire Academy-specific Standard Operating Procedure (SOP) shall mean a guidance, policy, procedure or instruction that is applicable only to employees, students and contract staff of the Department of Homeland Security, FEMA, USFA, NFA.

NETC Instruction shall mean instruction, policies and procedures promulgated by the Director of Management, Operations and Student Services for the NETC.

NFA shall mean the United States Fire Administration's National Fire Academy.

NFA Instructor Tracking Database shall mean an internal system used to track: 1) new applicant instructor(s) through the administrative requirements to become an NFA instructor: favorable fingerprint suitability, record of a DUNS number from Dunn and Bradstreet and valid registration in the System for Award Management (SAM); and 2) current NFA instructors who meet the teaching criteria to become eligible to teach additional courses and/or specific roles for the NFA.

NFA Online shall mean the NFA's LMS for delivering web-based distance learning courses that include: prerequisite training, self-study, instructor mediated and blended-learning options.

NFA Online customer advocate shall mean an NFA Online team member who is assigned to work directly with NFA TSs to help facilitate the process of posting and delivering on-line course content.

NFA-specific SOP 100.2 – Definitions

NFA-sponsored course shall mean a NFA course that by virtue of need, demand, emergent issues or other consideration must be delivered using NFA eligible instructors or NFA distance education technologies. Instructors and course materials are funded by the NFA. These courses are coded with an F, W, N, R, M, H, and Q; an NFA-sponsored certificate is issued. *Note: Upon successful completion of Q courses, students have direct access to view/print their course certificate within the learning management system.*

NFPA shall mean the National Fire Protection Association.

Non-governmental organization (also known as an “NGO”) shall mean an organization that is not part of the local, state or Federal government.

NPDSC shall mean National Professional Development Steering Committee. The NPDSC coordinates and supports activities of the TRADE and FESHE working groups and reports to the NFA Board of Visitors.

Observers shall mean an NFA TS, ISS, Branch Chief, or Deputy Superintendent who has been trained to perform contract instructor classroom and laboratory observations.

Off-Campus Program Manager shall mean the NFA staff person assigned to manage the delivery of off-campus courses.

Online Mediated Instruction shall mean web-based courses conducted online by the NFA that are facilitated by an instructor using collaboration tools.

Online self-study course shall mean any web-based course conducted online where students learn independently, proceeding at their own pace without the aid of an instructor.

Partner shall mean any Federal, state, local or tribal agency that is working directly with the NFA to support the professional development of the fire and emergency medical services.

Passing score shall mean a score of 70 percent. For all Executive Fire Officer (EFO) Program courses, a score of 80 percent is required.

Pilot delivery shall mean a course offering where new course materials are tested and evaluated by students and the course development team.

Plagiarism shall mean the knowing use, without appropriate approval, of published materials, expressions, or works of another with intent to represent the material(s) as one's own. It shall include self-plagiarism by presenting one's own previous works as a new idea.

Podcast shall mean a series of digital audio or video files that a user can stream, download view/listen to.

ProBoard shall mean the National Board on Fire Service Professional Qualifications.

Professional Development Initiative shall mean an NFA coordinated program that supports the collaborative efforts of both training and higher education to foster life-long learning.

Receiving institution shall mean a university, college, trade school or other institution to which a student is requesting transfer of academic credit through the ACE for NFA-sponsored courses.

Resident course shall mean a NFA course that is delivered at the NETC.

Rubric shall mean a guide listing a set of criteria that is used to measure performance. A rubric focus on measuring a stated objective (performance, behavior, or quality), uses a range to rate performance, and contains specific performance characteristics arranged in levels indicating the degree to which a standard has been met.

SCO shall mean sharable content object.

SCORM shall mean sharable content object repository manual.

Semester shall mean the two divisions of the NFA academic year. The semesters are October 1 - March 31 and April 1 - September 30.

SLO shall mean student learning outcomes.

Social media shall mean all Social Media channels that the USFA subscribes to (currently Facebook and Twitter).

State emergency medical service directors as defined by the National Association of EMS Physicians, EMS Medical Oversight is “the ultimate responsible authority for the medical actions taken by a prehospital provider or EMS system and the process of performing actions to ensure that care provided by EMS personnel is appropriate.”

State fire training system shall include, but not be limited to, state fire training officials, state fire marshals, state fire drill masters, state fire training agencies or any other government entity charged or authorized by a state to conduct fire service training.

State-sponsored course shall mean a NFA course that by virtue of need, demand, emergent issues or other consideration should be delivered to as broad an audience as possible and is made available to the state fire training systems for off campus delivery. Instructors, course materials, and classroom facility/expenses are funded by the state fire training system. State-sponsored courses include:

- O Code: NFA developed 2/6-day courses – course content is downloadable from the state dashboard.
- Y Code: State developed courses/NFA accepted – a listing of the approved courses is available in the state dashboard and on the USFA web site (also known as state-partner developed courses).

- N Code: NFA developed 5/6/10-day enfranchised courses – a select listing of the available courses/technical specifications/hosting application procedures is updated semi-annually and posted in the state dashboard and on the USFA web site. *Note: A pre-authorized agreement is required for these courses.*

Student shall mean anyone enrolled in any class/classes sponsored by the NFA.

Student assessment instruments shall mean any rubric to establish passing scores or evaluate the application of course learning objectives. This may include written exams, oral exams, special projects, group activities, research projects and papers, or demonstrations.

Student learning history shall mean a transcript of all the courses and/or items a user has taken.

Substantive issues shall mean content errors of fact, errors of law, elements of content obsolescence or emergent matters of content affecting curriculum.

Training Resources and Data Exchange program (TRADE) shall mean a regionally based network to foster the exchange of fire-related training information and resources among Federal, state and local levels of government.

Training specialist (TS) shall mean an NFA staff member with responsibilities for curriculum areas, courses and the development and/or delivery of same.

Volunteer Incentive Program (VIP) shall mean an on-campus educational opportunity designed specifically for volunteer and combination department emergency services personnel.

V. Responsibilities: These definitions shall be employed in NFA-specific SOPs.

VI. Standard Operating Procedures:

- Unless otherwise expressly stated with NFA-specific guidance, policies, procedures or instruction, words and terms shall have the meanings shown in this SOP.
- Words defined within individual NFA-specific guidance, policies, procedures or instructions shall apply solely to that policy, procedure or instruction.
- Words used in the present shall include the future; words stated in the masculine gender shall include the feminine and the neuter; the singular number includes the plural, and the plural; the singular.
- Where words or terms are not defined in accordance with this SOP, such words or terms shall have ordinarily accepted meanings such as the context implies.

- VII. Questions:** Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent at 301-447-1083.

A handwritten signature in black ink, appearing to read 'Eriks J. Gabliks', written in a cursive style.

Eriks J. Gabliks
Superintendent
National Fire Academy

Nothing in this SOP shall be construed or implied as to be in conflict with Department of Homeland Security or FEMA policies, procedures or instructions, or collective bargaining agreements that are in effect.



National Fire Academy-specific Standard Operating Procedure

Number	Date
100.3	March 2024

Maintenance/Update of U.S. Fire Administration Key Contact Lists

- I. **Purpose:** This National Fire Academy (NFA)-specific standard operating procedure (SOP) outlines the process for development/maintenance of the U.S. Fire Administration (USFA) key contact lists stored in the Enterprise Shared Workspace (ESW).
- II. **Supersession:** Replaces NFA-specific SOP 100.3 dated July 2023.
- III. **Authority/Reference:** 15 U.S.C. § 2206 (c) “Powers of Superintendent.”
- IV. **Definitions:** Refer to NFA-specific SOP 100.2
- V. **Responsibilities:** This NFA-specific SOP is applicable to all USFA/NFA staff and contract staff.
- VI. **Standard Operating Procedures:**
 - A. It is the policy of the NFA that the USFA/NFA Logistics/Administrative Support contractor shall maintain/update all key contact lists located in the ESW. USFA staff can access the ESW at [USFA SharePoint Directory](#).
 1. Click the words “**USFA Key Contact Lists**” under the “General USFA Resources” menu.
 2. The key contact lists currently populated in the ESW are:
 - State EMS Officials.
 - Fire Related Organizations.
 - Metro Fire Chiefs.
 - Metro Training Officers.
 - NAFTD.
 - National Fire Information Council.
 - NFA Board of Visitors.
 - State Fire Marshals.
 - State Training Directors.
 - TRADE Regional Co-Chairs.
 - Training Resource and Data Exchange (TRADE) Organizations.

- B. USFA staff are responsible for submitting updates/changes to the key contact lists by forwarding the requested change(s) via email to fema-nfa-outreachtraining@fema.dhs.gov. This mailbox is monitored by the USFA/NFA Logistics/Administrative Support contractor.
- C. USFA/NFA Logistics/Administrative Support contract staff will verify the requested change with the designated staff person having oversight for the specified list. After receiving approval, the USFA/NFA Logistics/Administrative Support contract staff shall make the change/update to the appropriate list in the ESW.
- D. Changes to the key contact lists in the ESW will be made by the USFA/NFA Logistics/Administrative Support contract staff on a weekly basis. USFA/NFA Logistics/Administrative Support contract staff will have sole access to make changes in the ESW. All other staff will have read-only access and will not be able to make changes.
- E. Mailing labels:
 - 1. Staff may submit a USFA/NFA Logistics/Administrative Support contract task request to obtain the labels.
 - 2. An alternative to submitting a task request is to download the list(s) to an Excel spreadsheet using the “All Items View” from the key contact list. Use the Microsoft Word merge document label template to create labels.

VII. Questions: Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA deputy superintendent at 301-447-1083.



Eriks J. Gabliks
Superintendent
National Fire Academy

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National Fire Academy-specific Standard Operating Procedure

Number	Date
200.1	June 2024

Interagency Agreements Preparation: Step-by Step Instructions

- I. **Purpose:** This National Fire Academy (NFA)-specific standard operating procedure (SOP) provides information to the Interagency Reimbursable Work Agreement (IRWA) and is going to be geared toward Interagency Agreements (IAAs) with other federal agencies (OFAs) and the process to execute them. This SOP should assist all NFA personnel to better understand the process.
- II. **Supersession:** Replaces NFA-specific SOP 200.1, dated July 2021.
- III. **Authority/Reference:**
 - A. 15 U.S.C. § 2206 © “Powers of Superintendent.”
 - B. Federal Emergency Management Agency (FEMA) Manual 112-5-1, Interagency and Intergovernmental Agreement, Rev. No. 1, Aug. 18, 2020, [OCCPO Policies and Directives – FEMA Manual 112-5-1 Interagency and Intergovernmental Agreement, Revision 1 \(August 2020\).pdf – All Documents](#). You might get an error, but click on “Skip Verification” and it should pop up.
 - C. Documents from G-Invoicing Toolbox: All info about G-Invoicing can be found at [G-Invoicing Toolbox](#).
 - D. FEMA Office of the Chief Component Procurement Officer Acquisition Toolbox: Info and documents for IAAs and IRWAs can be found at [Welcome to the New Home of the Acquisition Program Toolbox](#). Click on the “PreAcquisition Planning/Portfolio Management” tile, then click on the “Procurement Request (PR) Package Resources — Guides, Templates, & Links” tile. To search the page for the info, hit CTRL + F, then “Inter-Agency Agreements (IAAs): Inter-Agency Assisted Acquisition (IAA) & Inter-Agency Reimbursable Work Agreement (IRWA) Resources.”
 - E. eCAPS: Quick reference guides can be found at [eCAPS](#).

IV. Definitions: Refer to NFA-specific SOP 100.2. In addition to most commonly used NFA definitions, the following will be helpful:

- A. Requesting agency: the federal agency requesting the service and responsible for creating the acquisition package in addition to inputting the requirement into G-Invoicing.
- B. Servicing agency: the federal agency providing the service.
- C. G-Invoicing: the long-term electronic solution for federal program agencies to manage their intragovernmental buy/sell transactions. G-Invoicing helps (or will help) agencies and their trading partners:
 - 1. Negotiate and accept General Terms and Conditions (GT&C) agreements.
 - 2. Broker orders.
 - 3. Exchange performance information.
 - 4. Validate settlement requests through Intra-Governmental Payment and Collection.

Note: Additional information for G-Invoicing within FEMA can be found at [G-Invoicing Toolbox](#). Individuals must have completed the G-Invoicing training and have an approved G-Invoicing User Roles and Permissions form prior to being able to create a GT&C or order in G-Invoicing even if only signing the documents. Information on this is provided in the link above.

V. Responsibilities: This NFA-specific SOP is applicable to employees of the NFA who are creating and executing an IAA with OFAs.

Memorandums of Understanding (MOUs)/Memorandums of Agreement (MOAs): For information purposes, Patricia Mogenhan (Management, Operations and Support Services) is the U.S. Fire Administration (USFA) point of contact (POC) responsible for all MOUs or MOAs. Therefore, if you are completing an MOU/MOA, please contact Patty early in the process so she's aware that an MOU/MOA is being developed. She is the repository for all USFA MOUs/MOAs, so you must send her a copy of the final, signed MOU/MOA. She can also be a resource if you need to get a sample of an MOU/MOA.

Office of Chief Counsel (OCC) concurrence: In addition, individuals creating an MOU/MOA are responsible for contacting the National Emergency Training Center (NETC) OCC representative (David Brummett) to share the MOU/MOA for review.

G-Invoicing: Office of the Chief Financial Officer (OCFO)/Intergovernmental Payments Section is the office responsible for IAAs. OCFO has requested that we contact them when inputting GT&Cs and orders in G-Invoicing because the system is so new (and unforgiving if mistakes are made). Tracey Oyler, branch chief, Intergovernmental Payments Section, is the OCFO expert responsible for G-Invoicing; she is very knowledgeable, helpful and receptive to questions. The IAA and Reimbursables Unit branch chief, Brian Lineweaver, is the go-to for help with the GT&C and orders in G-Invoicing and can provide POCs to assist you in inputting the GT&C and orders based on whether we are the requesting or servicing agency (those duties are split out within his branch). If you have questions on IAAs, you can also contact the G-Invoicing Help Desk.

VI. Background: FEMA officials need to ensure that they formalize agreements to exchange information, request needed products or services, or coordinate programs to optimize the benefits from each party's efforts between federal agencies. Coordination between various organizations is made possible by the appropriate written agreement, such as IAA, IRWA, MOU or MOA.

First a determination needs to be made as to whether it is truly an IAA or an IRWA. IRWAs are agreements between federal agencies where the services or supplies provided come from the servicing agency's own resources and where contracting is either unnecessary or incidental. If the servicing agency will use a contractor to provide the services or goods, then use an IAA.

An IAA is a written contract wherein 1 federal agency needing supplies or services obtains them from an OFA via an assisted or direct acquisition. The parties memorialize this acquisition in a written agreement. An IAA may involve shared responsibilities, or it may involve the support of 1 agency to acquire goods or services on behalf of an OFA. For direct acquisition agreements, FEMA is now required to enter information into the U.S. Treasury's system — G-Invoicing. The federal agency requesting the service is referred to as the requesting agency, and the federal agency providing the service is referred to as the servicing agency.

An IAA tends to be most helpful to requesting agencies by allowing them to benefit from the capabilities or expertise of the servicing agency and the efficiencies and economies associated with leveraging resources and requirements. In exchange, servicing agencies benefit by receiving improved pricing and better terms and conditions they can negotiate when consolidating, in a justified manner, other agencies' needs with their own.

A formal agreement is required when the effort involves any transfer of federally appropriated funds between federal agencies. In an IAA, both the requesting agency and the servicing agency benefit from a well-executed agreement.

VII. Standard Operating Procedures:

- A. The development of an IAA is a joint effort between the program office and the Office of the Chief Procurement Officer (OCPO), in coordination with the OCFO. Program officials should involve the NETC OCC attorney early in the process for review of documents (e.g., MOU/MOA) and engage the contracting officer from the OCPO (Preparedness Branch) from the beginning of the effort for technical assistance. This will also help streamline the review and approval process. The 2 types of IAAs will be discussed below.
- B. Requesting agency: NFA is requesting an OFA to provide a service to NFA. An example would be working with the Bureau of Alcohol, Tobacco, Firearms and Explosives to have them provide services for the NFA Burn Range.

Communication is key with the partnering agency on expectations, roles, cost, etc. If the determination is to use an IAA (not an IRWA), the requesting agency must complete the following documents as part of the acquisition package:

1. Create Statement of Work (SOW) (Attachment A) or MOU/MOA (Attachment B) that describes the tasks/services we expect the other agency to provide, and the responsibilities of each partner throughout the IAA. SOW/MOU/MOA should be shared with partner agency for any revisions and then signed by both parties. All MOUs/MOAs should have been coordinated/reviewed by the NETC OCC representative (David Brummett) as stated in paragraph V.
2. Create a GT&C: Treasury Form 7600A (Attachment C) in the Treasury system (G-Invoicing); info is provided in paragraph III.C. Communicate with partner agency when document is ready for approvals. Program official (contracting officer representative (COR) or superintendent) and funding official (USFA Budget Office) must approve/sign for the IAA. The OFA will dictate who approves/signs at their end. Per G-Invoicing policies, a signed GT&C **must** be in place prior to entering of orders in G-Invoicing (info on orders is provided in no. 8 below).
3. Create an Independent Government Cost Estimate (IGCE) (Attachment D): amount based on the amount of funding needed by the servicing agency to execute the tasks in the IAA.
4. Complete and sign HSAM Appendix G (signed by project officer, Attachment E).
5. Complete and sign HSAM Appendix V, Determination and Findings (Attachment F) — Authority to Enter into an Interagency Acquisition Under the Economy Act (signed by project officer).

6. Complete a Market Research document (this was requested and can be very simple; just needs completed to be placed in OCPO's files). Document for projects under \$500K (Attachment G) and for over \$500K (Attachment H).
7. Complete and sign Department of Homeland Security (DHS) Inherently Governmental and Critical Functions Analysis (Attachment I).
8. Create orders (Treasury Form 7600B) (Attachment J) in G-Invoicing: Info is provided in paragraph III.C. or IV.C. (**note** comment statement). Again, communication is needed with partner agency for approvals. The SOW or MOU/MOA should be attached to the orders in G-Invoicing. A funding official from OCFO will need to approve the orders because they may need to set up a reimbursable funding account. Current POC for accounts receivable IAA is Patricia Dieter.
9. Sample of the final executed IAA (Attachment K).

Once all these documents are completed, they must be attached to FEMA Form 146-0-2, Request for Commitment for Services and Supplies (aka "requisition") created in Ecaps. Paragraph III.E. has a link to the Ecaps Quick Reference Guides to help with input of the "146 NDR" (non-disaster requisition/document). The requisition must be routed through the project officer/program official, COR, branch chief, NFA budget POC, NFA program head and USFA budget funds certifier. After all approvals are complete and funds are certified, the requisition will flow electronically to OCPO's Procurement Request Information System Management system where the contracting officer will assign the requirement to a contract specialist.

- C. Servicing agency: NFA is requested to provide services for an OFA. Examples include hosting courses on our learning management system for another agency, hosting a class on campus for Department of Transportation using our facility and stipend process to pay their attendees, or delivering an off-campus course at another agency's location.

Communication is key between the partnering agencies on expectations, roles, cost, etc. If the servicing agency has determined the action will be an IAA, they should take the role in preparing all the documents for the acquisition office within their agency. Below is a list of things where NFA should be involved.

1. Review the SOW or MOU/MOA to determine what the other agency is expecting from NFA, and the roles NFA is to play in the IAA. Communicate with the partner agency if changes are necessary, making sure to stay within NFA's available resources. NFA staff should include the NETC OCC representative early in the process of the IAA by having them review the MOU/MOA to flag any concerns as stated in paragraph V above.

2. NFA staff will be responsible for coordinating/obtaining FEMA/USFA signatures for the MOU/MOA.
3. OFA will be responsible for entering the GT&C and orders in G-Invoicing and notifying NFA when approvals are needed. G-Invoicing has decreased the number of approvals needed. From the FEMA side, the funding official approval will need to be an individual from OCFO. FEMA OCFO is responsible for setting up the reimbursable fund codes and accounts prior to funds transfer from the OFA. The program official is currently designated as a contracting officer in OCPO (Preparedness Branch — currently James Suerdieck).
4. Once the IAA is in place and funds have been placed in FEMA/NFA funding accounts, NFA can begin work as described in the SOW or MOU/MOA. As an example, if NFA will be delivering an off-campus class for an OFA, once the IAA is effective and funds are loaded into the NFA budget, NFA can start the process for hiring contract instructors via the micropurchase process.

VIII. Questions: Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA deputy superintendent at 301-447-1083.



Eriks J. Gabliks
Superintendent
NFA

ATTACHMENTS:

- A. DHS-FEMA SOW Template
- B. Sample Memorandum of Agreement
- C. GT&C (7600A)
- D. Sample IGCE
- E. HSAM Appendix G Template
- F. HSAM Appendix V Template
- G. Simplified Market Research Template (under \$500K)
- H. Market Research Template (over \$500K)
- I. Performance of Inherently Governmental and Critical Functions Checklist
- J. Sample G-Invoicing Order
- K. Sample Executed Interagency Agreement

Nothing in this SOP shall be construed or implied as to be in conflict with DHS or FEMA policies, procedures or instructions, or collective bargaining agreements that are in effect.

Federal Emergency Management Agency



FEMA

STATEMENT OF WORK (SOW) FOR:

Name of Requirement

<Enter Contract Officers Name>, Contracting Officer

PROCUREMENT SENSITIVE INFORMATION

This document contains non-public information intended for
use on a need-to-know basis within FEMA only.

Please protect this document as procurement sensitive and handle accordingly.

DEPARTMENT OF HOMELAND SECURITY (DHS)

Statement of Work (SOW) For

<Enter name or description for the acquisition>

Version control of the SOW is extremely important because the document is a work in progress until the program office accepts it as “final” and the Contracting Officer approves it as “final.” It is highly recommended that some form of version numbering, including the date of the revision, be included on the original and all subsequent SOW revisions. This can be done as a header or footer. However, prior to releasing the SOW with the solicitation, the Contracting Officer should replace the header/footer version number with the word “Final” and include the date of the solicitation release on the SOW.

<Contracting Officer enter final date solicitation is released>

NOTES ON USING THIS TEMPLATE: This template is intended to assist you in preparing a comprehensive Statement of Work for services. The template provides a basic standard outline for the SOW and sample paragraph language. Your SOW should be tailored to meet the needs of your specific requirement. This template can be edited as you and your Contracting Officer deem necessary to delete areas that are not applicable to your requirement and/or to add areas that are unique to your requirement. The template can be used to prepare SOWs for contracts, task orders, and inter/intra-agency agreements.

IMPORTANT: All instructions (*in green*), user notes (*in red*), and user input guidance (*highlighted in yellow*) should be removed before finalizing the SOW document.

CAUTION: If you are cutting and pasting information into your SOW from other documents, please ensure you reconcile the content of the cut and pasted areas with the rest of your SOW. For example, if you cut and pasted task requirements for program management support services for the Office of Procurement Management, and your requirement is for program management support services for the Office of Asset Management, ensure all references to the “Office of Procurement Management” are changed to the “Office of Asset Management.”

1.0 GENERAL

1.1 BACKGROUND

Provide relevant background information that will be useful to contractors in understanding the need for the services and to assist the contractors in understanding how DHS past practices or current policies could impact future efforts.

Describe the project in general terms. Discuss the purpose of the project; why the project is being pursued; and, if relevant, how the project relates to other projects.

1.2 SCOPE

The scope should be a concise statement to provide the reader with an understanding of the magnitude and limitations of the work to be performed. It should specify the range and limits of the requested products and/or services. In some instances, including negative scope (i.e., what this SOW is not for or does not cover) may be appropriate.

1.3 OBJECTIVE

This should be a concise statement that describes the objective or desired goal you are trying to achieve with this solicitation. Provide a concise overview of the project and how the results or end products will be used.

1.4 APPLICABLE DOCUMENTS

Reference any documents (include date and version) that pertain to the requirement and are necessary for the contractor to perform the contract. If only portions of a document apply, be sure to clearly state the applicable portion(s). Also be sure to cite the document properly using conventional citation formats for statutes, regulations, etc. Be sure to attach, link, or otherwise make the required documents available to contractors.

1.4.1 COMPLIANCE DOCUMENTS

The following documents provide specifications, standards, or guidelines that must be complied with in order to meet the requirements of this contract:

<List document references>

1.4.2 REFERENCE DOCUMENTS

The following documents may be helpful to the Contractor in performing the work described in this document:

<List document references>

2.0 SPECIFIC REQUIREMENTS/TASKS

Describe in clear, understandable terms exactly what you want the contractor to do, including any deliverables you expect from the contractor. Number each task and sub-task in this section to make it clear when referring to tasks/sub-tasks in other sections of this document, or if contractors have a question about a specific task description. Do not put more than one task per numbered paragraph or sub paragraph. Individual paragraphs for each task description, identified in a logical progression, will facilitate costing, referencing and tailoring tasks.

Do not restate in the SOW information that will be incorporated in other sections of the solicitation. If you have to refer to information explained in other sections of the solicitation, provide the reference to that section, do not re-write the information.

Here are some other points to keep in mind:

- Use the word “shall” whenever a provision is mandatory. For example: “The contractor shall” The word “will” expresses clarity of purpose or intent and usually refers to the government.
- Use active, rather than passive voice for the requirements so the contract is clear about what the contractor must perform, (e.g., “The Contractor shall provide program management support," not "Program management support shall be provided by the Contractor").
- Use simple sentence structure.
- Avoid redundancy.
- Use verbs that correctly describe the work requirements, such as implement, install, track, document, use, identify, create, inform, maintain, conduct, record, define, develop, perform, integrate, test, revise, monitor, assist, provide, resolve, etc.
- Avoid using words such as ensure, assure, best, all, every, certify, average, adequate, equal, any, either, and/or, and to the extent necessary.
- Avoid using pronouns when the applicable noun can be used.
- Use the same term for a particular item. Do not use variations of the term.
- Avoid ambiguity. Be specific, (e.g., "support services" is ambiguous).
- Define terms that need to be defined. Define acronyms the first time they are used in the SOW.
- Ensure deliverables are clearly stated and described.
- Ensure performance standards you are requiring in the SOW are necessary, realistic, specific, verifiable, objective, and measurable.
- Ensure acceptance criteria are clearly stated. Acceptance criteria may be cited in the paragraph that describes the deliverable or you may insert another column on the Deliverables chart in SOW 9.0.
- The SOW should provide the contractor with answers to six basic questions: who, what, when, where, how many or how much, and how well? It is important for the SOW to accurately answer these questions in order to allow the contractor the opportunity to accurately assess the level of expertise, the resources required, and the risks involved. Also, remember that a contractor will use the SOW to prepare its proposal, including its cost proposal, and a well written SOW also aids the Government in conducting the source selection evaluation and administering the contract performance after award.
- The SOW should identify only minimum requirements, eliminating the "nice to haves." Consider the use of a program Work Breakdown Structure (WBS) to outline the required work effort. A WBS is an outcome-oriented analysis of the work involved in a project that defines the total scope of the project. It divides a project or major activity into successive levels, in which each level is a finer breakdown of the preceding one. In final form, a WBS

is very similar in structure and layout to a document outline with each item at a specific level of a WBS numbered consecutively.

- The requirements/tasks should be presented in sequential or some other logical order.
- The SOW becomes the standard for measuring contractor performance. The sentences should be written so that there is no question of whether the contractor is obligated to perform specific tasks. As the contracted effort progresses, the government and the contractor look to the SOW to determine rights and obligations concerning what work is required to be performed. Often, how well the SOW is written determines the legal enforceability of the contract and also is the determining factor in resolving scope of work issues.
- Don't assume anything. Keep asking yourself what is missing from the SOW.

2.1 TASK ONE. <Add title of specific task>

Xxxxxxx

2.1.1 XXXXX

2.1.2 XXXXX

2.2 TASK TWO. <Add title of specific task>

Xxxxxxx

2.2.1 XXXXX

2.2.2 XXXXX

2.3 TASK THREE. <Add title of specific task>

Xxxxxxx

2.3.1 XXXXX

2.3.2 XXXXX

3.0 CONTRACTOR PERSONNEL

It is the responsibility of the contractor to propose qualified contractor personnel to perform all requirements specified in the SOW. As a general rule, the government should not specify education, experience or other qualifications for contractor personnel. In some instances, however, it may be necessary for the government to specify contractor qualifications, certifications, and/or education. For example, there may be a need for a Certified Public Accountant (CPA) for a requirement for financial support services. Similarly, you may deem it necessary to

specify qualifications, certifications, and/or education for contractor Subject Matter Experts. And, it is recommended that you specify minimum qualifications, certifications, and/or education for contractor Key personnel and obtain resumes for those positions. Before including education, experience or other qualifications for contractor personnel in the SOW, discuss the matter with your Contracting Officer.

The government should not, as a general rule, specify the labor category(ies) the contractor should propose. In some instances, however, it may be necessary for the government to specify the labor category(ies) and even staffing levels. Before including labor categories and/or staffing levels in the SOW, discuss the matter with your Contracting Officer.

3.1 Qualified Personnel

The Contractor shall provide qualified personnel to perform all requirements specified in this SOW.

3.2 Continuity of Support

The Contractor shall ensure that the contractually required level of support for this requirement is maintained at all times. The Contractor shall ensure that all contract support personnel are present for all hours of the workday. If for any reason the Contractor staffing levels are not maintained due to vacation, leave, appointments, etc., and replacement personnel will not be provided, the Contractor shall provide e-mail notification to the Contracting Officer's Representative (COR) prior to employee absence. Otherwise, the Contractor shall provide a fully qualified replacement.

3.3 Key Personnel

If resumes are required in response to the solicitation, the government will have the opportunity to review the qualifications, education and experience of proposed contractor personnel. In some instances, the government may determine that a position is "key" to the successful performance of the requirement. "Key" positions should be identified in the solicitation and the contractor should be requested to submit Employment Commitment Letters with its proposal. In these cases, the following paragraph should be included in the SOW:

Before replacing any individual designated as Key by the Government, the Contractor shall notify the Contracting Officer no less than 15 business days in advance, submit written justification for replacement, and provide the name and qualifications of any proposed substitute(s). All proposed substitutes shall possess qualifications equal to or superior to those of the Key person being replaced, unless otherwise approved by the Contracting Officer. The Contractor shall not replace Key Contractor personnel without approval from the Contracting Officer. The following Contractor personnel are designated as Key for this requirement. Note: The Government may designate additional Contractor personnel as Key at the time of award.

<List the positions designated as Key for the requirement>

There may be requirements where the Government does not want Contractor Key personnel to be dual-hatted. For example, the same key person will provide IT HelpDesk Support 50% of the time and Senior System Administration support 50% of the time. If this is the case for your requirement, you should add a sentence that specifically addresses the situation as follows:

3.3.1 CONTRACTOR KEY PERSONNEL SHALL NOT BE ASSIGNED BY THE CONTRACTOR TO MORE THAN ONE KEY POSITION FOR THIS REQUIREMENT.

3.4 Project Manager

One example of the government specifying a particular labor category is the need for a contractor Project Manager. A contractor Project Manager will help overcome the employer-employee relationship between the government and the contractor's personnel that characterizes a personal services contract. This is especially true when large numbers of contractor employees will be working on-site at a government facility. Before including a contractor Project Manager, discuss the matter with your Contracting Officer.

The following paragraph provides sample language to be included in the SOW. Delete this paragraph if a contractor Project Manager is not needed.

The Contractor shall provide a Project Manager who shall be responsible for all Contractor work performed under this SOW. The Project Manager shall be a single point of contact for the Contracting Officer and the COR. **<It is anticipated that the Project Manager shall be one of the senior level employees provided by the Contractor for this work effort.* >** The name of the Project Manager, and the name(s) of any alternate(s) who shall act for the Contractor in the absence of the Project Manager, shall be provided to the Government as part of the Contractor's proposal. The Project Manager is further designated as Key by the Government. During any absence of the Project Manager, only one alternate shall have full authority to act for the Contractor on all matters relating to work performed under this contract. The Project Manager and all designated alternates shall be able to read, write, speak and understand English. Additionally, the Contractor shall not replace the Project Manager without prior approval from the Contracting Officer.

*Note: Your requirement may necessitate a full-time contractor Project Manager. If that is the case, delete this sentence. Also, remember to de-conflict the part-time Project Manager with SOW 3.3.1 above.

3.4.1 THE PROJECT MANAGER SHALL BE AVAILABLE TO THE COR VIA TELEPHONE BETWEEN THE HOURS OF XXXX AND XXXX EST, MONDAY THROUGH FRIDAY, AND SHALL RESPOND TO A REQUEST FOR DISCUSSION OR RESOLUTION OF TECHNICAL PROBLEMS WITHIN XX HOURS OF NOTIFICATION.

3.5 EMPLOYEE IDENTIFICATION

The following paragraphs can be included in the SOW as appropriate for contractor employees visiting government facilities and/or working on-site at government facilities.

3.5.1 CONTRACTOR EMPLOYEES VISITING GOVERNMENT FACILITIES SHALL WEAR AN IDENTIFICATION BADGE THAT, AT A MINIMUM, DISPLAYS THE CONTRACTOR NAME, THE EMPLOYEE'S PHOTO, NAME, CLEARANCE-LEVEL AND BADGE EXPIRATION DATE.

Visiting Contractor employees shall comply with all Government escort rules and requirements. All Contractor employees shall identify themselves as Contractors when their status is not readily apparent and display all identification and visitor badges in plain view above the waist at all times.

3.5.2 CONTRACTOR EMPLOYEES WORKING ON-SITE AT GOVERNMENT FACILITIES SHALL WEAR A GOVERNMENT ISSUED IDENTIFICATION BADGE. ALL CONTRACTOR EMPLOYEES SHALL IDENTIFY THEMSELVES AS CONTRACTORS WHEN THEIR STATUS IS NOT READILY APPARENT (IN MEETINGS, WHEN ANSWERING GOVERNMENT TELEPHONES, IN E-MAIL MESSAGES, ETC.) AND DISPLAY THE GOVERNMENT ISSUED BADGE IN PLAIN VIEW ABOVE THE WAIST AT ALL TIMES.

3.6 Employee Conduct

The following paragraph is an example of language that may be included in the SOW to address employee conduct. Use the following paragraph or develop language of your own.

Contractor's employees shall comply with all applicable Government regulations, policies and procedures (e.g., fire, safety, sanitation, environmental protection, security, "off limits" areas, wearing of parts of DHS uniforms, and possession of weapons) when visiting or working at Government facilities. The Contractor shall ensure Contractor employees present a professional appearance at all times and that their conduct shall not reflect discredit on the United States or the Department of Homeland Security. The Project Manager shall ensure Contractor employees understand and abide by Department of Homeland Security established rules, regulations and policies concerning safety and security.

3.7 Removing Employees for Misconduct or Security Reasons

The Government may, at its sole discretion (via the Contracting Officer*), direct the Contractor to remove any Contractor employee from DHS facilities for misconduct or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under the contract. The Contracting Officer will provide the Contractor with a written explanation to support any request to remove an employee.

*Note: For some requirements, the COR may be the more appropriate government employee to direct the Contractor to remove its employee. The matter should be discussed with your Contracting Officer.

4.0 Other Applicable Conditions

This area should address other information the Contractor will need and/or requirements the Contractor will need to accomplish in the performance of the SOW. It is highly recommended that the topics included in SOW 4.1 through SOW 4.14 be addressed in the SOW. Additional topics may be added as appropriate.

4.1 Security

If contractor employees are required to have access to classified or sensitive information in the performance of the requirement, information to that effect should be included in the SOW as appropriate. Sample paragraphs follow. Select the appropriate paragraph and delete the others, or develop language of your own.

Also, see the OPO Acquisition Manual (OPOAM), Version 1.0, Appendix A, Contractor Security Procedures Guide, for the appropriate contractor personnel security instructions to be included in all SOWs containing requirements for contractor personnel support services for unclassified contracts/orders and Interagency Agreements (IAAs) for assisted or direct acquisitions; additional security procedures for contracts/orders/IAAs involving classified data or information; and procedures to obtain a DD Form 254, Contract Security Classification Specification.

Contractor access to classified information may be required under this SOW. The details will be provided in a Department of Defense (DD) Form 254.

-or-

Contractor access to unclassified, but Security Sensitive Information may be required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination.

-or-

Contractor access to classified information is required under this SOW. The maximum level of classification is <insert applicable level of classification (e.g., Top Secret/SCI; Top Secret; Secret, etc.)>. The details will be specified in a Department of Defense (DD) Form 254.

-or-

Contractor access to classified information is not currently required under this SOW. However, the Government at a later date may require all Contractor personnel to have Secret clearances. Accordingly, all Contractor employees provided for this requirement must be eligible for a Secret Clearance.

4.2 Period of Performance

Select the appropriate paragraph and delete the others, or develop language of your own.

The period of performance for this contract is one year from the date of award.

-or-

The period of performance for this contract shall not exceed XXX calendar days from the date of award.

-or-

The period of performance for this contract shall not exceed [insert specific date].

-or-

The period of performance for this contract is a one-year base period with four one-year option periods as follows:

Base Period	insert dates [e.g., May 1, 2012 through April 30, 2013]
Option Period One	insert dates [e.g., May 1, 2013 through April 30, 2014]
Option Period Two	insert dates [e.g., May 1, 2014 through April 30, 2015]
Option Period Three	insert dates [e.g., May 1, 2015 through April 30, 2016]
Option Period Four	insert dates [e.g., May 1, 2016 through April 30, 2017]

4.3 Place of Performance

Select the appropriate paragraph and delete the others, or develop language of your own.

The primary place of performance will be the Contractor's facilities with frequent visits to the Department of Homeland Security at <insert street address, City, State>.

-or-

The primary place of performance will be a combination of the Contractor's facilities and the Department of Homeland Security at <insert street address, City, State>.

-or-

The primary place of performance will be the Contractor's facilities with frequent visits to the Department of Homeland Security facilities in the Washington Metro Area.

4.4 Hours of Operation

Include this area if contractor employees will be required to work on-site at a government facility/location.

Contractor employees shall generally perform all work between the hours of XXXX and XXXX EST, Monday through Friday (except Federal holidays). However, there may be occasions when Contractor employees shall be required to work other than normal business hours, including weekends and holidays, to fulfill requirements under this SOW.

4.5 Travel

Include one of the following paragraphs in the SOW as appropriate:

Contractor travel shall be required to support this requirement. All travel required by the Government outside the local commuting area(s) will be reimbursed to the Contractor in accordance with the Federal Travel Regulations. The Contractor shall be responsible for obtaining COR approval (electronic mail is acceptable) for all reimbursable travel in advance of each travel event.

-or-

Contractor travel may be required to support this requirement. All travel required by the Government outside the local commuting area(s) will be reimbursed to the Contractor in accordance with the Federal Travel Regulations. The Contractor shall be responsible for obtaining COR approval (electronic mail is acceptable) for all reimbursable travel in advance of each travel event.

-or-

Contractor travel shall not be required for this requirement.

4.6 Post Award Conference

It is highly recommended that a post-award conference be held as soon as possible after award. This will facilitate contract administration by the COR and Contracting Officer.

The Contractor shall attend a Post Award Conference with the Contracting Officer and the COR no later than XX business days after the date of award. The purpose of the Post Award Conference, which will be chaired by the Contracting Officer, is to discuss technical and contracting objectives of this contract and review the Contractor's draft project plan. The Post Award Conference will be held at the Government's facility, located at <insert address> or via teleconference.

4.7 Project Plan

It is highly recommended that the Contractor be requested to provide a project plan to the Government to assist the COR in contract administration. In complex requirements, a WBS Project/Milestone Schedule prepared in MS Project may be more appropriate than a project plan.

The Contractor shall provide a draft Project Plan at the Post Award Conference for Government review and comment. The Contractor shall provide a final Project Plan to the COR not later than XXX business days after the Post Award Conference.

4.8 Business Continuity Plan

Include this area only if the tasks identified in SOW 2.0 require the Contractor to provide continuous operations to the Government during emergencies, including natural disasters and acts of terrorism.

The Contractor shall prepare and submit a Business Continuity Plan (BCP) to the Government. The BCP Plan shall be due XXX business days after the date of award, and will be updated on an annual basis. The BCP shall document Contractor plans and procedures to maintain support during an emergency, including natural disasters and acts of terrorism. The BCP, at a minimum, shall include the following:

- A description of the Contractor's emergency management procedures and policy
- A description of how the Contractor will account for their employees during an emergency
- How the Contractor will communicate with the Government during emergencies

- A list of primary and alternate Contractor points of contact, each with primary and alternate:
 - Telephone numbers
 - E-mail addresses

4.8.1 INDIVIDUAL BCPS SHALL BE ACTIVATED IMMEDIATELY AFTER DETERMINING THAT AN EMERGENCY HAS OCCURRED, SHALL BE OPERATIONAL WITHIN XXX HOURS OF ACTIVATION OR AS DIRECTED BY THE GOVERNMENT, AND SHALL BE SUSTAINABLE UNTIL THE EMERGENCY SITUATION IS RESOLVED AND NORMAL CONDITIONS ARE RESTORED OR THE CONTRACT IS TERMINATED, WHICHEVER COMES FIRST.

In case of a life threatening emergency, the COR shall immediately make contact with the Contractor Project Manager to ascertain the status of any Contractor personnel who were located in Government controlled space affected by the emergency. When any disruption of normal, daily operations occur, the Contractor Project Manager and the COR shall promptly open an effective means of communication and verify:

- Key points of contact (Government and contractor)
- Temporary work locations (alternate office spaces, telework, virtual offices, etc.)
- Means of communication available under the circumstances (e.g. email, webmail, telephone, FAX, courier, etc.)
- Essential Contractor work products expected to be continued, by priority

4.8.2 THE GOVERNMENT AND CONTRACTOR PROJECT MANAGER SHALL MAKE USE OF THE RESOURCES AND TOOLS AVAILABLE TO CONTINUE CONTRACTED FUNCTIONS TO THE MAXIMUM EXTENT POSSIBLE UNDER EMERGENCY CIRCUMSTANCES.

Contractors shall obtain approval from the Contracting Officer prior to incurring costs over and above those allowed for under the terms of this contract. Regardless of contract type, and of work location, Contractors performing work in support of authorized tasks within the scope of their contract shall charge those hours accurately in accordance with the terms of this contract.

4.9 Progress Reports

It is highly recommended that you obtain progress reports from the Contractor on a regular (weekly, bi-weekly, monthly, bi-monthly, quarterly, etc.) basis to facilitate contract administration. The nature, complexity and duration of your requirement will factor into the time for submission of the report and its content. A sample paragraph follows:

The Project Manager shall provide a (insert frequency, i.e., weekly, monthly, etc.) progress report to the Contracting Officer and COR via electronic mail. This report shall include a summary of all Contractor work performed, including a breakdown of labor hours by labor category, all direct costs by line item, an assessment of technical progress, schedule status, any travel conducted and any Contractor concerns or recommendations for the previous reporting period.

4.10 Progress Meetings

In addition to the progress report, it is highly recommended that periodic progress meetings be held between the COR and the Contractor. The Contracting Officer should always be invited to these meetings.

Sample paragraphs are provided below. Select the appropriate paragraph and delete the others, or develop language of your own.

The Project Manager shall be available to meet with the COR upon request to present deliverables, discuss progress, exchange information and resolve emergent technical problems and issues. These meetings shall take place <insert location or means of communication (e.g., at the Government's facility; at the Contractor's facility; via teleconference, etc.)>.

-or-

The Project Manager shall meet with the COR on a <insert frequency> basis to discuss progress, exchange information and resolve emergent technical problems and issues. These meetings shall take place <insert location or means of communication (e.g., at the Government's facility; at the Contractor's facility; via teleconference, etc.)>.

-or-

The Project Manager shall be responsible for keeping the COR informed about Contractor progress throughout the performance period of this contract, and ensure Contractor activities are aligned with DHS objectives. At a minimum, the Project Manager shall review the status and results of Contractor performance with the COR on a <insert frequency> basis <insert means of communication (e.g., by telephone)>.

4.11 General Report Requirements

The Contractor shall provide all written reports in electronic format with read/write capability using applications that are compatible with DHS workstations (Windows XP and Microsoft Office Applications).

4.12 Intellectual Property

It is recommended that you discuss intellectual property matters with your Contracting Officer and a DHS General Law Attorney. The General Law Attorney will involve a DHS Intellectual Property Attorney, as needed.

4.13 Protection of Information

If the Contractor will have access to Privacy Act information and/or proprietary information, include the following paragraphs in the SOW as appropriate:

Contractor access to information protected under the Privacy Act is required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with the law and Government policy and regulation.

-and/or-

Contractor access to proprietary information is required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with the law and Government policy and regulation.

-and/or-

Contractor access to proprietary information is required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with DHS MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information. The Contractor shall ensure that all Contractor personnel having access to business or procurement sensitive information sign a non-disclosure agreement (DHS Form 11000-6).

4.14 Section 508 Compliance

Any SOW that includes requirements for Electronic and Information Technology (EIT) must include a Section 508 compliance section to clearly identify applicable EIT accessibility standards or exceptions from Section 508. To develop appropriate Section 508 compliance language use the Office of Accessible Systems & Technology's DHS Accessibility Requirements Tool (DART). Based upon your specific requirements and answers to basic questions, the DART tool will generate Section 508 related language specific to your SOW that can easily be cut and pasted into your document. The DART tool can be found at:

http://dhsconnect.dhs.gov/org/comp/mgmt/cio/oast/Documents/DART1_5_2_strict.html

Additional guidance can be found by contacting the DHS Accessibility Help Desk at 202-447-0440 or by email at accessibility@hq.dhs.gov.

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by P.L. 105-220 under Title IV (Rehabilitation Act Amendments of 1998) all Electronic and Information Technology (EIT) developed, procured, maintained and/or used under this contract shall be in compliance with the "Electronic and Information Technology Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR Part 1194. The complete text of Section 508 Standards can be accessed at <http://www.access-board.gov/> or at <http://www.section508.gov>.

5.0 Government Terms & Definitions

Include a comprehensive list of all terms and acronyms used in the SOW, including applicable definitions. If you have an extensive list of terms, you should consider the use of a table rather than the numbered paragraph format provided below.

5.1 COR – Contracting Officer's Representative

5.2 DHS - Department of Homeland Security

5.3 -

5.4 -

6.0 Government Furnished Resources

Select the appropriate paragraph below and delete the others, or develop language of your own.

If the Government will not provide any resources to the Contractor to accomplish the work specified in this SOW, insert the following paragraph:

The Government will not furnish any resources to the Contractor in support of this contract.

If the Government will provide facilities, property, equipment, supplies and/or services to the Contractor to accomplish the work specified in this SOW, insert one of the following paragraphs. Note that you may also need to add language here to address the requirement for the Contractor to provide a GFP Report as a deliverable, if one is required. You should discuss this matter with your Contracting Officer. If a GFP Report will be required from the Contractor, a deliverable should be included in the Deliverables chart in SOW 9.0.

The Government will provide the following property to the Contractor for work required under this contract:

<List property to be provided.

If you have a lengthy property list, you should include it as an Attachment to the SOW rather than list it here. Remember to label your Attachment (e.g., Attachment 1). You will also need to reword the above sentence (e.g., The Government will provide the property listed on Attachment 1 to the Contractor for work required under this contract.)

-or-

The Government will provide the workspace, equipment and supplies necessary to perform the on-site portion of Contractor services required in this contract, unless specifically stated otherwise in this work statement.

-or-

The Government will provide the following equipment for off-site Contractor use in performing work under this contract:

<List equipment to be provided>

If you have a lengthy equipment list, you should include it as an Attachment to the SOW rather than list it here. Remember to label your Attachment (e.g., Attachment 2). You will also need to reword the above sentence (e.g., The Government will provide the equipment listed on Attachment 2 to the Contractor for work required under this contract.)

-and-

The Contractor shall use Government furnished facilities, property, equipment and supplies only for the performance of work under this contract, and shall be responsible for returning all Government furnished facilities, property, and equipment in good working condition, subject to normal wear and tear.

If the Government will provide information, data and/or documents to the Contractor to accomplish the work specified in this SOW, insert one of the following paragraphs:

The Government will provide all necessary information, data and documents to the Contractor for work required under this contract.

-or-

The Government will provide the following information, data and documents to the Contractor for work required under this contract:

<List data and information to be provided>

If you have a lengthy list of information, data and documents, you should include it as an Attachment to the SOW rather than list it here. Remember to label your Attachment (e.g., Attachment 3). You will also need to reword the above sentence (e.g., The Government will provide the information, data and documents listed on Attachment 3 to the Contractor for work required under this contract.)

-or-

The Government will provide copies of the references cited in SOW 1.4 at the Post Award Conference.

-and-

The Contractor shall use Government furnished information, data and documents only for the performance of work under this contract, and shall be responsible for returning all Government furnished information, data and documents to the Government at the end of the performance period. The Contractor shall not release Government furnished information, data and documents to outside parties without the prior and explicit consent of the Contracting Officer.

7.0 Contractor Furnished Property

The Contractor shall furnish all facilities, materials, equipment and services necessary to fulfill the requirements of this contract, except for the Government Furnished Resources specified in SOW 2.0 and SOW 6.0.

8.0 Government Acceptance Period

The COR will review deliverables prior to acceptance and provide the contractor with an e-mail that provides documented reasons for non-acceptance. If the deliverable is acceptable, the COR will send an e-mail to the Contractor notifying it that the deliverable has been accepted.

8.1 The COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor's accepted proposal.

In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor may have an opportunity to correct the rejected deliverable and return it per delivery instructions.

The following paragraphs are highly recommended, but not required. If you decide not to include these paragraphs, you will need to specify Government review times and Contractor response times in the Deliverables chart in SOW 9.0 in the "Due By" column.

8.2 The COR will have **XX** business days to review deliverables and make comments. The Contractor shall have **XX** business days to make corrections and redeliver.

8.3 All other review times and schedules for deliverables shall be agreed upon by the parties based on the final approved Project Plan.

The Contractor shall be responsible for timely delivery to Government personnel in the agreed upon review chain, at each stage of the review. The Contractor shall work with personnel reviewing the deliverables to assure that the established schedule is maintained.

9.0 Deliverables

The Contractor shall consider items in BOLD as having mandatory due dates. Items in italics are deliverables or events that must be reviewed and/or approved by the COR prior to proceeding to next deliverable or event in this SOW.

ITEM	SOW REFERENCE	DELIVERABLE/EVENT	DUE BY	DISTRIBUTION
1	4.6	Post Award Conference	Xxxxx	N/A
2	4.6, 4.7	<i>Draft Contractor Project Plan</i>	Xxxxx	COR, Contracting Officer
3	4.7	Final Contractor Project Plan	Xxxxx	COR, Contracting Officer
4	4.8	Original Business Continuity Plan	Xxxxx	COR, Contracting Officer

ITEM	SOW REFERENCE	DELIVERABLE/EVENT	DUE BY	DISTRIBUTION
5	4.8	Updated Business Continuity Plan	Xxxxx	COR, Contracting Officer
6	4.9	Progress Reports	Xxxxx	COR, Contracting Officer
7	xxx	Xxxxx	Xxxxx	Xxxx
8	xxx	Xxxxx	Xxxxx	Xxxx
9	xxx	Xxxxx	Xxxxx	Xxxx

Memorandum of Agreement between the
U.S. Fire Administration
and the
AGENCY NAME/OFFICE
TITLE OF PROJECT

A. PARTIES:

The parties of this Memorandum of Agreement (“MOA” or “Agreement”) are DIRECTORATE/OFFICE NAME an organization within the AGENCY’S NAME and the U.S. Fire Administration (“USFA”), an organization within the Department of Homeland Security’s Federal Emergency Management Agency (“FEMA”).

B. AUTHORITY: This Agreement is authorized under the provisions of:

1. Federal Fire Prevention and Control Act of 1974, P.L. 93-498, as amended by the Arson Prevention Act of 1994, P.L. 103-254.
2. Title XI of the Organized Crime Control Act of 1970, P.L. 91-452, as amended by the Anti-Arson Act of 1982, P.L. 97-298.
3. LIST ANY AUTHORITIES ALLOWING THE OTHER AGENCY TO DO THE WORK

C. PURPOSE:

The partnership described herein reflects the mutual goals of these Federal agencies to further the advancement DESCRIPTION OF WORK AND PURPOSE FOR MOA/MOU [ex., in training and education within the fields of XXXXXXXXXXXX]. This partnership is intended as an overall agreement among and between the USFA and XXXX and is not project specific, but global in the mission of advanced training and education. The parties recognize that each organization's mission – training responders to emergency incidents and XXXXXXXXXXXX – can be accomplished more efficiently if talents, resources, and expertise are shared, and if efforts are coordinated. The coordination and cooperation efforts include sharing professional, administrative, and financial resources; technical expertise in training; and education research, development, and delivery for improved services at all levels of Federal, State, Local, Territorial, and Tribal governments for the benefit of all participating agency personnel. It is also the purpose of this MOA to set forth a broad commitment among signatories to maintain

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continued cooperation in training and education efforts, and establish general procedures for maintaining technical cooperation and information exchange among/between the parties.

D. BACKGROUND:

USFA has the demonstrated ability to develop and deliver specialized training and education programs for the fire and emergency services and its allied professions. USFA delivers training and education on a national basis through its on-campus "resident" programs at its Emmitsburg, Maryland, facility through its extensive off-campus programs in partnership with State and local fire training systems, through its on-line training and education delivery system, and through its consortium of colleges and universities throughout the U.S. in the Fire and Emergency Services Higher Education network.

Within the XXXXXXXXXX curriculum, through partnership with XXXXX, subject matter experts have provided extensive input, effort, and expertise in the development of introductory, intermediate, and specialized training courses for delivery by USFA and XXXX.

This Agreement is intended to formalize this partnership for the benefit of all parties and their respective constituencies. Specifically, USFA continues to offer training in XXXXXX which is attended by other Federal agency personnel, and personnel from State and local fire service and law enforcement agencies.

E. RESPONSIBILITIES:

The Parties to this MOA may collaborate to engage in or sponsor activities in furtherance of the mutual goals of USFA and XXXXX. Such collaborations may include, but are not necessarily limited to, the development, revision, and delivery of training programs that will enable the accomplishment of missions, charter mandates, and/or goals and objectives as identified under the Purpose and Authority areas of this Agreement.

1. USFA will:

- a. provide approval and oversight of content, development, revision/update and delivery of curriculum, and instructor qualifications to teach USFA courses;
- b. provide XXXXX access to its XXXXXXXX curriculum courses for training and education needs;
- c. act pursuant to the terms of Interagency Agreements by the Parties regarding the PURPOSE OF WORK at the USFA Emmitsburg, Maryland, facility;

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- d. ~~X~~ provide certificates of completion for all students who successfully complete courses within the fire/arson and explosion curriculum via written and/or practical testing; and
- e. ~~X~~ provide accommodation to space for enhancement of its burn laboratory facility.

2. NAME OF AGENCY will:

- a. provide technical support in the revision/enhancement of the USFA course XXXXXX and other courses deemed appropriate by both parties to the MOA; OR WHATEVER WORK THEY ARE TO PERFORM
 - b. act pursuant to the terms of Interagency Agreement by the Parties regarding PURPOSE OF WORK at the USFA Emmitsburg, Maryland, facility;
 - c. CONTINUE WITH TASKS REQUESTED OF OTHER AGENCY.
- 3. In furtherance of these responsibilities and goals, the parties to this MOA have agreed to form a unique and innovative partnership which will encourage each organization to:**
- a. assist in the XXXXXXXXXXXX CREATE THIS WITH YOUR TASKS IN MIND - I LEFT SAMPLES OF THE BEGINNING OF THE TASKS IN CASE NEEDED
 - b. assist in the development of XXXXXXXXXXXX
 - c. conduct training for XXXXXXXXXXXX, according to training and education needs identified by these groups;
 - d. exchange information relating to XXXXXXXXXXXX
 - e. as necessary and appropriate, support the intergovernmental temporary exchange of training;
 - f. cooperate in the development of electronic tools and web-based technologies for the advancement of learning and performance in the field of XXXXXXXXXXXX; and
 - g. not release any information to any third parties without the express consent of the originating agency, to the extent permitted by law under the Freedom of Information Act.

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F. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Fire and life safety in the United States is essentially a local, and often private sector responsibility. However, the incidence of unwanted fire, arson, and explosions in the United States warrants the partnering of Federal resources to effectively combat these heinous crimes. Collectively, USFA and ATF resources, when effectively leveraged, will enhance the Federal, State, and local investigative response to acts of terrorism involving arson and/or explosives. This national effort is directed at complimenting efforts of Federal, State, and local governments to combat these incidents by providing mission critical training through the collaboration and partnering of scarce resources toward the common goal of enhancing our national security.

USFA and ATF determined that this Agreement will support and enhance mutual efforts in improving the quality of technical training and education within fire, arson, and explosion investigation training, thereby resulting in personnel who are better prepared to meet Federal, State, and local obligations in reducing the crime of arson, increasing level of convictions, and providing a level of expertise in the war on terrorism. The intent is to accomplish this on a national scale, by means of delivery of consistent training and education for all, improving relations, information sharing, and continued fostering of cooperation and coordination.

G. POINTS OF CONTACT:

NAME OF AGENCY:

XXXXXXXXXX, Program Head/Title, Name of Agency
xxxxxx.xxxxxx@xxx.gov Ph: (XXX) XXX-XXXX

XXXXXXXXXXX, Program Official/Title, Name of Agency
xxxxxx.xxxxxx@atf.gov Ph: (XXX) XXX-XXXX

DHS/FEMA/USFA:

XXXXXXXXXXXXX, Program Head/Title, National Fire Academy
xxxxxx.xxxxxxx@fema.dhs.gov Ph: (XXX) XXX-XXXX

XXXXXXXXXXXXXXXXX, Training Specialist, XXXXXXXX Branch National Fire Academy
xxxxxx.xxxxxxx@fema.dhs.gov Ph: (XXX) XXX-XXXX

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- H. FUNDING:** This MOA is not a fiscal or funds obligation document. All activities contemplated by this Agreement are subject to the availability of funds, existence of proper authorities, and other forms and agreements necessary to authorize transfer of funding between the Parties for the activities presented. No provision of this MOA shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341, or other applicable laws.
- I. OTHER PROVISIONS:** Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the DHS/FEMA/USFA or the NAME OF OTHER AGENCY. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- J. EFFECTIVE DATE:** The terms of this Agreement will become effective when signed by both parties.
- K. MODIFICATION:** This Agreement may be modified anytime upon the mutual written consent of both parties.
- L. TERMINATION:** The terms of this Agreement, including modifications made with the consent of both parties, will remain in effect until the Agreement is otherwise terminated by either party, but no later than ENTER DATE. This Agreement may be terminated by either party at any time by providing 30 days written notice.

The parties hereto have executed this instrument.

Lori Moore-Merrell, DrPH, MPH
U.S. Fire Administrator
U.S. Fire Administration

Date

NAME/Other Agency Approving Official
TITLE
NAME OF OTHER AGENCY

Date

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**UNITED STATES GOVERNMENT
GENERAL TERMS & CONDITIONS (GT&C)
FS Form 7600A**



Agreement Between Federal Program Agencies for Intragovernmental Reimbursable, Buy/Sell Activity. In accordance with TFM Volume 1, Part 2, Chapter 4700, Appendix 8.

https://www.fiscal.treasury.gov/fsservices/gov/acctg/g_invoice/g_invoice_home.htm

NEW OR MODIFIED GT&C			
General Terms and Conditions (GT&C) Number		GT&C Number:A2209-070-015-030400	
		Requesting Agency (Buyer)	
		Servicing Agency (Seller)	
		Agency Agreement Tracking Number:	Agency Agreement Tracking Number:23-518-DA, L2X, Line #5
		Modification Number:0	
		Status:Open	
AGENCY INFORMATION			
1.		Requesting Agency (Buyer)	Servicing Agency (Seller)
	Agency Name	Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)	Department of Justice (DOJ) Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)
	Group Name	USFA - NFA - National Fire Academy	AFIA - Firearms Investigative and Arson Enforcement Division
	Group Description		99 New York Ave NW, Washington, DC 20226
	Document Inheritance Indicator	Yes	Yes
	Agency Location Code (ALC)	70070001	15070000
	ALC Description	70070001 - 070 - Federal Emergency Management Agency - FEMA HEADQUARTERS	15070000 - 015 - DEPT OF JUSTICE - ALCOHOL TOBACCO & FIREARMS
	Subordinate Group	USFA U.S. Fire Administration	
	Cost Center		
	Business Unit		
	Department ID		
GT&C INFORMATION			
2.	GT&C Title	Renovations of Fire-Arson Investigation Training at Burn Laboratory Buildings	
3.	Business Application	Standard Order Processing	
4.	Order Originating Partner Indicator	Requesting Agency	

5.	Agreement Period	Start Date: 07/01/2023	End Date: 06/30/2033
6.	Termination Days	30	
7.	Agreement Type	Single	
8.	Advance Payment Indicator	Are Advance Payments allowed for GT&C? No *If "Yes", the Servicing Agency Advance Payment Authority Title and Citation are required upon creation of an Order against this GT&C.	
9.	Assisted Acquisition Indicator	Will this GT&C accommodate Assisted Acquisitions? Yes *If "Yes", the Servicing Agency provides acquisition support in awarding and managing contracts on behalf of the Requesting Agency's requirements for products or services. Lines 17 & 18 below for additional detail.	
ESTIMATED AGREEMENT AMOUNT			
10.	Total Direct Cost Amount	\$2,250,000.00	
	Total Overhead Fees and Charges Amount	\$0.00	
	Total Estimated Amount	\$2,250,000.00	
	Enforce Total Remaining Amount	Should G-Invoicing enforce the total value of orders to remain below the Total Amount on the GT&C? No *If "Yes", G-Invoicing will not allow Order total to exceed the GT&C total.	
ADDITIONAL AGREEMENT INFORMATION			
11.	Explanation of Overhead Fees and Charges		
12.	Requesting Scope	For recurring renovations at the NFA Fire Arson Training at the Burn Range Laboratory. See attached SOW at the orders level.	
13.	Requesting Roles		
14.	Servicing Roles		
15.	Restrictions		
16.	Assisted Acquisitions Small Business Credit Clause	The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency.	
17.	Disputes	Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 5; Intragovernmental Transaction (IGT) Guide, at http://tfm.fiscal.treasury.gov/content/tfm/v1/p2/c470.html .	
18.	Requesting Assisted Acquisitions	The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency.	
19.	Servicing Assisted Acquisitions	The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency.	
20.	Requesting Clauses		
21.	Servicing Clauses		

22.	<i>Intentionally left blank</i>		
23.	<i>Intentionally left blank</i>		
CLOSE GT&C			
24.			
REJECT GT&C			
25.	Reject Date: 02/02/2023		
	Incorrect Amount		
PREPARER INFORMATION			
26.	Preparer Name	Laurie Wivell	
	Preparer Phone	3014471581	
	Preparer Email	laurie.wivell@fema.dhs.gov	
AGREEMENT APPROVALS			
By signing this agreement, you authorize the General Terms and Conditions as stated, and that the scope of the work can be fulfilled. By signing, you agree to periodically review the terms and conditions of the agreement and make any necessary modifications to the GT&C and any affected Order(s)			
		Requesting Initial Approval (required)	Servicing Initial Approval (required)
27.	Name	Jessica Walde	James Panos
	Signature	Electronic Approval On File	Electronic Approval On File
	Title	Budget Analyst	Acting Chief, FPTB
	Email	jessica.walde@fema.dhs.gov	james.panos@atf.gov
	Phone	3014472025	2562617564
	Fax		
	Date Signed	02/24/2023	02/14/2023
		Requesting Final Approval (required)	Servicing Final Approval (required)
28.	Name	Eriks Gabliks	Patrick Gorman
	Signature	Electronic Approval On File	Electronic Approval On File
	Title	Superintendent, NFA	Special Agent in Charge, NCETR
	Email	eriks.gabliks@fema.dhs.gov	patrick.gorman@atf.gov
	Phone	3014471117	9255572800
	Fax		
	Date Signed	04/03/2023	05/22/2023

INDEPENDENT GOVERNMENT COST ESTIMATE

Recommended but not required NOAALink IGCE format

Version 3/28/2014

START HERE: Enter Procurement Data below.

PROCUREMENT DATA

Procurement Name: *Procurement Name Goes Here*

Contract Type: *Procurement Type Goes Here*

Requisition Number: *Requisition Number Goes Here*

Contact Name: *Contact Name Goes Here*

Contact Number: *Contact Number Goes Here*

Field Delegate: *Field Delegate Name Goes Here (if used)*

Period of Performance: *MM/DD/YYYY - MM/DD/YYYY - include all option years*

Summary data, below, is autopulated from the yearly worksheets. Do not edit this section.

SUMMARY DATA	TOTAL	WITH NOAALINK FEE
BASE YEAR SUBTOTAL:	\$0.00	\$0.00
OPTION YEAR 1 SUBTOTAL:	\$0.00	\$0.00
OPTION YEAR 2 SUBTOTAL:	\$0.00	\$0.00
OPTION YEAR 3 SUBTOTAL:	\$0.00	\$0.00
OPTION YEAR 4 SUBTOTAL:	\$0.00	\$0.00
PROCUREMENT TOTAL:	\$0.00	\$0.00

INSTRUCTIONS

Enter Procurement Data in the Procurement Data section above.

The Summary Data section is autopulated from the yearly worksheets. Do not edit this section.

There is one tab in this workbook for the base year and each option year.

If applicable, enter Basis for Estimate and Assumptions in the space below.

BASIS FOR ESTIMATE AND ASSUMPTIONS

HSAM Appendix G – Individual Checklist for Sensitive Information

Procurement Title: _____ **Requisition #:** _____
Estimated Contract Value (incl. options): _____

Instructions: The requiring office shall complete this checklist for all acquisitions, including assisted acquisitions, regardless of dollar value. A properly executed checklist serves as the high risk determination required by [HSAR Class Deviation 15-01](#), Safeguarding of Sensitive Information. If the requiring official determines that a contractor will have access to sensitive information and/or contractor IT systems will be used to input, store, process, output and/or transmit sensitive information, the requiring official shall ensure the Statement of Work, Statement of Objective, Performance Work Statement or specification is reviewed by the organizations identified at HSAM 3004.470(b) and obtain signatures, as applicable, on this checklist. If it is not clear to the requiring official if the contractor will have access to sensitive information and/or if contractor IT systems will be used to input, store, process, output, and/or transmit sensitive information, the requirements official shall at a minimum consult with the Component Chief Information Officer (CIO), Chief Security Officer (CSO) and Privacy Officer. The requiring office shall submit the completed checklist as part of the procurement request package in accordance with HSAM 3004.7101. Failure to submit a completed checklist will result in the return of the procurement request package. The contracting officer is responsible for routing the checklist to the Head of Contracting Activity (HCA) or designee for signature and ensuring the solicitation and resultant contract reflect the requirements contained in the checklist.

A. Sensitive Information and Access Requirements (completed by the requiring office):

1. Will the contractor have access to any of the types of the sensitive information listed below during the acquisition?

Yes	No	Chemical-terrorism Vulnerability Information (CVI)
Yes	No	For Official Use Only (FOUO)
Yes	No	Law Enforcement Sensitive Information
Yes	No	Protected Critical Infrastructure Information (PCII)
Yes	No	Personally Identifiable Information (PII)
Yes	No	Sensitive PII (SPII)
Yes	No	Sensitive Security Information (SSI)
Other type of sensitive information		

2. Will contractor employees have access to DHS information systems? Yes No
3. Will contractor employees require recurring access to Government facilities?
Yes No

Note: If the answer is “No” to questions 1 through 3, proceed to the Signatures section of the checklist. When the answer is “No” to questions 1 through 3, the checklist shall, at a minimum, be signed by the requiring official and the HCA (or designee).

4. If the answer is “Yes” to either of questions 1 through 3 above, confirm that information security, personnel security, and/or privacy provisions have been identified for inclusion in the solicitation and resultant contract and coordinated with the following, as applicable (see HSAM 3004.470(b) for coordination requirements).

Definitions:

- **Information security provisions** include the development of the Requirements Traceability Matrix, identification of incident reporting and response requirements, and requests for the contractor to: provide security authorization documentation, obtain an independent assessment, perform continuous monitoring, provide the Government with necessary access to perform security reviews, comply with federal reporting requirements.
- **Personnel security provisions** include reviewing fitness requirements and other security matters related to access to sensitive but unclassified information and recurring access of contractor employees to Government facilities, information systems, security items or products.
- **Privacy provisions** include requirements for handling PII and/or SPII, incident reporting, notification and credit monitoring.

Yes	No	N/A	Component CIO or designee
Yes	No	N/A	Component CSO or designee
Yes	No	N/A	Component Privacy Officer
Yes	No	N/A	TSA SSI Program Office
Yes	No	N/A	Cybersecurity and Infrastructure Security Agency (CISA) CVI Program Office
Yes	No	N/A	CISA PCII Program Office

Note: For Components and offices that do not have a Component level CIO, CSO, or Privacy Officer, the requiring official shall coordinate with the DHS Headquarters CIO, CSO and Chief Privacy Officer (or designee for each). (See HSAM 3004.470(b)(7))

5. Has the Component CIO, CSO, Privacy Officer, HCA (or designee for each) and program manager determined that this effort will have a “high risk” of unauthorized access to or disclosure of sensitive information in accordance with the requirements of HSAR Deviation 15-01, Safeguarding of Sensitive Information, applicable to this acquisition?

Yes

No

N/A – IDV (i.e., high risk determination will be made at the order level)

Note: If the answer to this question is “Yes”, special clauses Safeguarding of Sensitive Information (MAR 2015), Information Technology Security and Privacy Training (MAR 2015) and HSAR clause 3052.204-71 Contractor Employee Access shall be included without revision in the solicitation and subsequent contract (as defined in FAR 2.101). If the answer to this question is “N/A”, include special clauses Safeguarding of Sensitive Information (MAR 2015) and Information Technology Security and Privacy Training

(MAR 2015), HSAR 3052.204-70 Security Requirements for Unclassified Information Technology Resources, and HSAR clause 3052.204-71 Contractor Employee Access without revision in the solicitation and subsequent contract (as defined in FAR 2.101).

6. If the answer is “Yes” to any of the preceding questions, identify and describe the information security, personnel security, and privacy provisions to be included in the solicitation including the special clauses from HSAR Class Deviation 15-01, Safeguarding of Sensitive Information if applicable.
7. If foreign end products or services are allowed under the contract, what additional security provisions are to be included in the solicitation to protect sensitive information and facilities from unauthorized access and disclosure?

B. Authority to Operate (ATO) and Continuous Monitoring Data Requirements
(completed by requiring office in coordination with Component CIO or designee):

1. Will contractor IT systems be used to input, store, process, output, and/or transmit sensitive information? Yes No
2. If “Yes” to #1, has the requiring office coordinated development of the Requirements Traceability Matrix (RTM) with the Component CIO or designee for inclusion in the solicitation? Yes N/A (only if “No” to #1)
3. If “Yes” to #1, will the solicitation require the submission of a draft security plan and instructions on how the draft security plan will be evaluated? Yes N/A (only if “No” to #1)
4. If “Yes” to #1, does the requirements document identify how the contractor should submit monthly continuous monitoring data to the Government? Yes N/A (only if “No” to #1)
5. If “Yes” to #1, identify and describe the continuous monitoring data requirements to be included in the solicitation.

Note: When a contractor IT system will be used to input, store, process, output, and/or transmit sensitive information, the RTM shall be included in the solicitation. The RTM is prepared by the Component CIO or designee in coordination with the requiring office and shall be included in the procurement request package as an attachment to the requirements document (i.e., Statement of Work, Statement of Objectives, Performance Work Statement). Contracting officers shall ensure the solicitation requires vendors to submit a draft security

plan with their proposal/quotation as their response to the RTM. Instructions on how the draft security plan will be evaluated shall be included in the solicitation.

C. Data Retention Requirements (completed by requiring office):

1. Will the contractor be required to retain sensitive information for the Government?
Yes No
2. If “Yes” to #1, does the requirements document identify (a) retention requirements (e.g., length of time data must be retained before return and/or destruction) and (b) security requirements for the protection of retained data? Yes N/A (only if “No” to #1)
3. If “Yes” to #1, identify and describe the retention and security requirements to be included in the solicitation.
4. Does the Government have a plan to monitor and/or ensure contractor compliance with the retention and security requirements identified? Yes N/A (only if “No” to #1)
5. If “Yes” to #1, describe the Government’s plan to monitor and/or ensure contractor compliance with the retention and security requirements identified in the acquisition.

D. Additional Privacy Considerations (completed by requiring office in coordination with Component Privacy Officer or designee):

1. Is contractor support needed to complete privacy compliance documentation (Privacy Threshold Analysis, Privacy Impact Assessment, and/or System of Record Notice, as appropriate)? Yes No N/A
2. If contractor support is needed to complete the privacy compliance documentation, does the requirements document identify the activities and level of contractor support needed?
Yes N/A (only if “No” or “N/A” to #1)
3. If “Yes” to #1, identify and describe the activities and level of contractor support needed to complete the privacy compliance documentation.

Signatures:

	Signature	DHS Component and Organization	Telephone Number
Requiring Official (or official title)			
Component Chief Information Officer (CIO) or designee			
Component Chief Security Officer (CSO) or designee			
Component Privacy Officer or designee			
TSA SSI Program Office, as applicable			
CISA CVI Program Office, as applicable			
CISA PCII Program Office, as applicable			
Head of Contracting Activity (HCA) or designee			

APPENDIX V
DETERMINATION AND FINDINGS¹ – AUTHORITY TO ENTER INTO AN
INTERAGENCY ACQUISITION UNDER THE ECONOMY ACT

Based on the following determination and findings, and according to the authority of the Economy Act, 31 U.S.C. 1535, as implemented in Subpart 17.5 of the Federal Acquisition Regulation (FAR), the requesting agency, [insert DHS Component name], intends to enter into an interagency agreement with the servicing agency, [insert the name of the other federal agency].

FINDINGS

1. [For an assisted acquisition use this paragraph 1, otherwise remove.] The requesting agency needs [enter name of servicing agency] to provide [describe the supply and/or service]. The servicing agency will provide the required [supplies or service] by providing acquisition assistance to [Component name]. The total cost of the interagency acquisition is estimated to be [insert the estimated amount for the supply or service]. The servicing agency cost for providing acquisition assistance is estimated at \$_____. [If a multi-year agreement, the estimated dollar amount should be shown for each fiscal year, along with the aggregate total. Information may also be inserted into a table as shown in the example below.]

Year	Estimated Cost of the Planned Contract	Servicing Agency's cost for providing Acquisition Assistance	Total Cost
1	\$	\$	
2	\$	\$	
3	\$	\$	

1. [For a direct acquisition use this paragraph 1, otherwise remove.] The requesting agency needs [describe the supply and/or service]. [Enter name of the servicing agency] has an existing contract that meets the need of [enter Component name]. The total cost for the supplies or services is [insert the estimated amount for the needed supply or service]. The cost associated with placing an order against the servicing agency's contract is \$_____. [If this is a multi-year agreement, the estimated dollar amount should be shown for each fiscal year, along with the aggregate total. Information may also be inserted into a table as shown in the example below.]

¹ A D&F is required for Economy Act transactions.

Year	Estimated Cost of the Order	Servicing Agency's Cost/Fee for Placing an Order under its Contract	Total Cost
1	\$	\$	
2	\$	\$	
3	\$	\$	

2. [State the justification/rationale that the (describe the supplies or services) cannot be obtained as conveniently or economically by contracting directly with a private source.]
3. Nothing in this requirement conflicts with the authority of the servicing agency.
4. [Check one box] The following circumstance applies to this interagency acquisition:
 - ☐ The acquisition will appropriately be made under an existing contract of the servicing agency, entered into before placement of the order, to meet the requirement of the servicing agency for the same or similar supplies or services.
 - ☐ The servicing agency has capabilities or expertise to enter into a contract, order, or contract modification for such supplies or services which is not available within the requesting agency.
 - ☐ The servicing agency is specifically authorized by law or regulation to purchase such supplies or services on behalf of other agencies.
5. [State the justification/rationale that it is in the best interest of the Government to issue an interagency acquisition.]
6. For assisted acquisitions, the DHS contracting officer shall furnish a copy of the D&F to the servicing agency with the interagency agreement.

DETERMINATION

Based on the above findings, I hereby determine that it is in the best interest of the Government for DHS to enter into an interagency [enter direct or assisted, as applicable] acquisition with the [enter name of servicing agency].

Signed:

Signature of Program Manager/Requirements Official

Date

Signature of Contracting Officer

Date

Signature of Authority One Level above the
Contracting Officer when over \$500,000 ²

Date

Signature of Head of Contracting Activity when the
DHS Chief Procurement Officer/Senior Procurement
Executive approves the D&F

Date

Signature of the DHS Chief Procurement
Officer/Senior Procurement Executive, if the servicing
agency is not covered by the FAR ³

Date

² See HSAM 3017.502-2(c)(2)

³ See FAR 17.502-2(c)(2)

Market Research Report for Simplified Acquisitions

1. BACKGROUND

NAICS:

PSC:

Estimated Value:

2. REQUIREMENT

3. PARTICIPANTS IN RESEARCH

Name	Title	Office	Telephone	E-Mail Address

4. POTENTIAL SOURCES

Check if part of research	Sources Used in Market Research
	DHS advance acquisition plan reviewed
	Acquisition history reviewed
	Other recent market research reviewed
	Interviewed knowledgeable individuals in industry
	Interviewed knowledgeable individuals in Government
	Government databases reviewed
	Commercial databases reviewed
	Participated/attended tradeshow and industry conferences
	Professional journals reviewed
	Source lists of DHS and other Government agencies reviewed
	Catalog and product literature reviewed
	Participated in DHS small business vendor outreach sessions
	Reviewed requirements with Small Business Specialist
	Reviewed existing DHS-wide and Multi-Component Contract Vehicles with DHS Strategic Sourcing Program Office and/or on DHS Enterprise-wide Contract Vehicle Portal
	Priority Sources Reviewed
	Supplies: Agency inventories
	Supplies: Excess from other agencies
	Supplies: Federal Prison Industries at www.unicor.gov
	Supplies: Procurement list maintained by the Committee for Purchase from People who are Blind or Severely Disabled (Ability One) (formerly Javits-Wagner-O'Day (JWOD) Program at: http://www.AbilityOne.gov
	Supplies: Wholesale supply sources (e.g., GSA)
	Supplies: Federal Supply Schedules accessible through: www.gsa.gov
	Supplies: Commercial sources (includes educational and non-profit institutions)

	Services: Procurement list maintained by the Committee for Purchase from People who are Blind or Severely Disabled (Ability One) (formerly Javits-Wagner-O'Day (JWOD) Program at: http://www.AbilityOne.gov
	Services: Federal Supply Schedules
	Services: Federal Prison Industries
	Mandatory sources reviewed (per FAR Part 8) if applicable for: <ul style="list-style-type: none"> ➤ Public utility services ➤ Printing and related supplies ➤ Leased motor vehicles ➤ Helium ➤ Strategic and critical materials from inventories exceeding Defense National Stockpile Requirements
	Services: Commercial sources (includes educational and non-profit institutions)
	References/Sources Checked
	Existing intra-/inter-agency contract vehicles, e.g. Interagency Contract Directory at: https://www.contractdirectory.gov/contractdirectory/ and DHS's Enterprise-wide Contract Vehicle Portal at: DHS Category Management and Strategic Sourcing Homeland Security
	System for Award Management (SAM) at: https://www.sam.gov/portal/public/SAM/
	Department of Labor Service Contract Act (SCA) and Davis-Bacon Act (DBA) wage determination information at: SAM.gov Wage Determinations
	Past Performance Information Retrieval System (PPIRS) at: www.ppirs.gov or Contractor Performance Assessment Reporting System (CPARS) at http://www.cpars.csd.disa.mil/cparsmain.htm
	Contracting Officer-led Activities
	Sources Sought Notices: Requests for Information (RFI)
	Sources Sought Notices: RFI published in an industry or association publication
	Sources Sought Notices: FedBizOpps (FBO) at SAM.gov Contract Opportunities
	Pre-solicitation engagement
	Pre-proposal engagement
	Site visits
	One-on-one vendor discussions

5. PRICING

6. CONCLUSION

7. SIGNATURES – COR & PM

COR Digital Signature

PM Digital Signature

Attachment C: Market Research Report Template

In accordance with the Homeland Security Acquisition Manual (HSAM) 3010.001(f), requirement-specific market research efforts and results are required prior to issuance of the solicitation and shall be clearly documented and included in the contract file. A market research report is required for contract actions awarded above the simplified acquisition threshold (SAT). **The following template can be tailored to a requirement's market research needs or based on component mission requirements.** Use only those sections applicable to your requirement. If a section is not applicable, it should be so identified and supported by a brief explanation.

I. Authority

Market research is required in accordance with:

- FAR Part 7.102, Acquisition Planning Policy
- FAR Part 10.001, Market Research Policy

II. Background Information

Describe the background of the procurement and circumstances/events leading up to the requirement. Include:

- Program Office
- Other stakeholders
- Program Office Point of Contact
- Type of acquisition (service or supply, including NAICS/PSC code)
- Expected dollar value of requirement
- Time frame in which the market research was conducted

III. Initial Requirements (as identified by the program office)

- Describe the Government's requirement in terms of:
 - Functions to be performed
 - Performance required
 - Essential physical characteristics
- Discuss any cost effectiveness issues associated with the requirements:
 - Any potential cost drivers? (e.g., additional costs from some other activity that may influence the cost of the requirement)
 - Any cost/performance tradeoffs? (e.g., an analysis of the value added relating to costs and performance levels)
- Describe schedule requirements (e.g., performance periods and/or delivery due dates)
- Provide applicable Acquisition Planning Forecast System (APFS) record and date published

IV. Participants in Market Research (the template may be modified as necessary)

NAME	TITLE	OFFICE	TELEPHONE	EMAIL ADDRESS	ROLE/RESPONSIBILITY IN MARKET RESEARCH
	Program Official: PM or COR				
	Contracting Officer				
	Contract Specialist				
	Small Business Specialist				
	Strategic Sourcing Specialist				

V. Market Research Methods and Sources

Describe methods and sources used during market research. The following table may help structure and summarize the methods used in the market research effort.

CHECK IF PART OF RESEARCH	SOURCES USED IN MARKET RESEARCH
	DHS advance acquisition plan reviewed
	Acquisition history reviewed
	Other recent market research reviewed
	Interviewed knowledgeable individuals in industry
	Interviewed knowledgeable individuals in Government
	Government databases reviewed
	Commercial databases reviewed
	Participated/attended tradeshow and industry conferences
	Professional journals reviewed
	Source lists of DHS and other Government agencies reviewed
	Catalog and product literature reviewed
	Participated in DHS small business vendor outreach sessions
	Reviewed requirements with Small Business Specialist
	Reviewed existing DHS-wide and Multi-Component Contract Vehicles with DHS Strategic Solutions Office (SSO) and/or on DHS Enterprise-wide Contract Vehicle Portal: DHS Enterprise-wide Contract Vehicle Portal
	Other

Provide comments to above in paragraph form within the market research report.

CHECK IF PART OF RESEARCH	SOURCES USED IN MARKET RESEARCH
	Priority Sources Reviewed
	Mandatory sources reviewed (per FAR Part 8) if applicable for: <ul style="list-style-type: none"> Public utility services Printing and related supplies

CHECK IF PART OF RESEARCH	SOURCES USED IN MARKET RESEARCH
	<ul style="list-style-type: none"> – Leased motor vehicles – Helium Strategic and critical materials from inventories exceeding Defense National Stockpile Requirements
	Supplies: Agency inventories
	Supplies: Excess from other agencies
	Supplies: Federal Prison Industries at www.unicor.gov
	Supplies: Procurement list maintained by the Committee for Purchase from People who are Blind or Severely Disabled (AbilityOne) (formerly Javits-Wagner-O'Day (JWOD) Program at: http://www.AbilityOne.gov
	Supplies: Wholesale supply sources (e.g., GSA)
	Supplies: Federal Supply Schedules accessible through: www.gsa.gov
	Supplies: Commercial sources (includes educational and non-profit institutions)
	Services: Procurement list maintained by the Committee for Purchase from People who are Blind or Severely Disabled (AbilityOne) (formerly Javits-Wagner-O'Day (JWOD) Program at: http://www.AbilityOne.gov
	Services: Federal Supply Schedules
	Services: Federal Prison Industries
	Services: Commercial sources (includes educational and non-profit institutions)
	Other:
	References/Sources Checked
	Existing intra-/inter-agency contract vehicles, e.g. Interagency Contract Directory at: https://www.contractdirectory.gov/contractdirectory/ and DHS's Enterprise-wide Contract Vehicle Portal at: http://dhsconnect.dhs.gov/org/comp/mgmt/cpo/oss/Pages/StrategicSourcing.aspx
	System for Award Management (SAM) at: https://www.sam.gov
	Department of Labor Service Contract Act (SCA) and Davis-Bacon Act (DBA) wage determination information at: www.sam.gov
	Past Performance Information and Contractor Performance Assessment Reporting System (CPARS) at https://www.cpars.gov
	Other:
	Contracting Officer-led Activities
	Sources Sought Notices: Requests for Information (RFI)
	Sources Sought Notices: RFI published in an industry or association publication
	Sources Sought Notices: Sam.gov at https://www.sam.gov/
	Pre-solicitation engagement
	Pre-proposal engagement
	Site visits
	One-on-one vendor discussions
	Other:

Provide comments to above in paragraph form within the market research report.

VI. Identify Product/Services and Sources Able to Meet the Requirement

- Identify or describe:

- Product/Service, include any brand name (describe other companies with similar products, or products lacking the feature not meeting the agency's needs)
- Product/Service characteristics and/or capabilities
- Company information (e.g., name, POCs, address, telephone number, e-mail address, website)
- Company characteristics, past performance, and business category
- Identify availability of commercial or non-developmental items that satisfy requirements (value or shortcomings of each) and sub-components

BUSINESS CATEGORY	NAME OF POTENTIAL SOURCE(S)/OTHER POC INFORMATION
Large Business	
Small Business	
Small Disadvantaged Business	
Section 8(a) Business	
Woman-Owned Business	
HUBZone Small Business	
Veteran-Owned Small Business	
Service-Disabled Veteran-Owned Small Business	

- If sole source, describe efforts to locate additional sources

VII. Description of the Commercial Marketplace

- Describe the marketplace in general for supply or service procuring
- Assess Government's leverage in marketplace, e.g., describe the Government's negotiation strengths and/or weaknesses in the market
- Describe nature of other market participants, e.g., other Governments (foreign, state/local), commercial firms, etc., and discuss how other buyers for the same product or service may affect your purchase

VIII. Prevalent Business Practices

- Identify standard/customary terms and conditions and industry business practices (include information on payment, freight delivery, acceptance, and warranties)
- Describe generally accepted business practices that differ from standard Government practices
- Discuss if contract financing is applicable. If so, ensure compliance with FAR Part 32.202-3, Conducting Market Research About Financing Terms
- Discuss any laws and regulations unique to the requirement

IX. Pricing and Market Issues

- Identify price sources (e.g., market price, catalog, GSA, etc.), price ranges, and price variations

- Describe market trends for product or service, e.g., technical, business, and pricing
- Describe how the application of cost or pricing market information collected from market research will be used in the development of the Independent Government Cost Estimate for the requirement

X. Other Considerations

- Identify other considerations gathered from market research, e.g., opportunities to “unbundle” requirements to enable more contracts or subcontracts to small, small disadvantaged and other socio-economic procurement categories
- Discuss qualifying factors, including such issues as past performance, references, product testing or evaluation, customer satisfaction, warranties, and quality problems
- Describe consideration of environmentally preferable products and services. Include discussion of energy efficiency standards of market products, if applicable
- Describe SAFETY Act applicability
- Discuss Buy American Act applicability
- Discuss Trade Agreements Act applicability
- Discuss Section 508 applicability for Electronic and Information Technology

XI. Market Analysis Summary

- Summarize the market research methods and resources used in the market research.
 - Identify:
 - Products/Services available
 - If Commercial/Non-Developmental/Developmental Product/Service
 - Sources (companies, etc.)
 - Types of Businesses (large, small, etc.)
 - Pricing
 - Summarize:
 - Market conditions (commercial marketplace)
 - Customary commercial practices
 - Other considerations
- Identify the timeframes when staff used the market research methods
- Provide the outcome and conclusion of the market research identifying potential sources, an analysis of the capabilities of potential sources and findings that impact the procurement, e.g., any actions taken as a result of the market research such as re-evaluation of the requirement to determine whether the need can be restated to permit commercial or non-developmental items to satisfy the agency’s needs; and solicitation and award of resultant contract using policies and procedures in FAR Part 12 - Acquisition of Commercial Items. (See FAR Part 10.002(c) and (d).)
- Document the decision and rationale to satisfy the agency’s need with a commercial item/service, if market research so warrants
- Document the decision and rationale if the agency’s need cannot be satisfied with a commercial item/service
- Provide supporting documents, as appropriate

The following table provides a checklist for Market Analysis Summary information:

YES	NO	MARKET ANALYSIS SUMMARY
		Are there products/services and sources capable of satisfying the Government's requirements?
		Are commercial items available to meet requirements?
		Are commercial items available that could be modified to meet requirements?
		Are commercial items available that could meet requirements if the requirements are modified to a reasonable extent?
		Are available items used exclusively for Governmental purposes?
		If commercial items are not available, are non-developmental items available to meet requirements?
		If commercial items are not available, are non-developmental items available that could be modified to meet requirements?
		If commercial items are not available, are non-developmental items available that could be modified to meet requirements if the requirements are modified to a reasonable extent?
		Could commercial items or non-developmental items be incorporated at the Component level?
		Provided: Customary industry terms and conditions including warranties, buyer financing, discounts
		Provided: Requirements of any laws and regulations unique to the item being acquired
		Provided: Extent of competitive environment
		Provided: Environmental considerations and concerns
		Provided: SAFETY Act consideration/applicability
		Provided: Discuss section 508 Applicability for Electronic and Information Technology. Discuss availability of EIT products and services that conform to the Section 508 standard. See DHS Section 508 Acquisition Guidance: http://dhsconnect.dhs.gov/org/comp/mgmt/ocio/oast/playbook/basic-checklist.html
		Provided: Distribution and support capabilities of potential vendors, including alternative arrangements and cost estimates
		Provided: Size and status of potential sources (including small business status and if use of source is required by FAR Part 8)
		Provided: Identify available commercial items and describe the respective merits and shortcomings of each
		Provided: Description of any market conditions that may be time sensitive or changes in supply or demand, technology, laws, and supplier costs, etc.
		Provided: Identification of potential sources. Description of capabilities of individual vendors, pricing information; delivery schedules, and standard terms and conditions, such as incentives and warranties
		Provided: Any market surveys developed by industry or other Federal agencies
		Provided: Pricing issues, price ranges, and price variations
		Provided: Description of industry/market trends – technical/pricing/business, etc.
		Provided: Buy American Act Consideration
		Provided: Trade Agreements Act Consideration
		Provided: Is the requirement being procured as a result of an inter-agency agreement
		Provided: Other: Specify

XII. PMO & COR Signature (CO may also sign for concurrence)

(PMO Name, Title, Date)

(COR Name, Title, Date)

(CO Name, Title, Date)

DHS INHERENTLY GOVERNMENTAL AND CRITICAL FUNCTIONS ANALYSIS

Instructions: This analysis shall be completed and submitted with the procurement request package by the requirements official (1) for all proposed service contracts and contractor services obtained using inter/intra-agency acquisition procedures (direct and assisted) exceeding the SAT (includes base plus options) and (2) when the [Product Service Code \(PSC\)](#) associated with the procurement is not on the [DHS PSC Exemption List](#). If the PSC is on the DHS PSC Exemption list, this analysis is not required. This analysis shall be updated when there is a change to the requirement that impacts the inherently governmental functions, closely associated with inherently governmental functions, special interest functions, or critical functions determination in Section I, II or III.

Component/Name of Program Office: _____

Program Office POC (name, email, phone #): _____

Name and Description of Requirement: _____

Requisition Number: _____

[PSC](#) and Description: _____

Is the PSC on the DHS Special Interest Function (SIF) list? ☐ YES ☐ NO

☐ YES PSC ([insert drop down here](#))

Section I: Inherently Governmental Functions

“Inherently governmental function” means a function that is so intimately related to the public interest that it requires performance by Federal Government employees. Any “Yes” answer to the following functions requires the work to be completed in-house by a Federal employee. An answer must be provided for each question. Does the work:

	Function	Yes	No
1.	Involve the direct conduct of criminal investigation?		
2.	Involve the control of prosecutions and performance of adjudicatory functions (other than those relating to arbitration or other methods of alternative dispute resolution)?		
3.	Involve the command of military forces, especially the leadership of military personnel who are performing combat, combat support or combat service support role?		
4.	Involve combat?		
5.	Involve security provided under any of the circumstances set out below (this provision should not be interpreted to preclude contractors taking action in self-defense or defense of others against the imminent threat of death or serious injury):		
	(a) Security operations performed in direct support of combat as part of a larger integrated armed force;		

	(b) Security operations performed in environments where, in the judgment of the responsible Federal official, there is significant potential for the security operations to evolve into combat. Where the U.S. military is present, the judgment of the military commander should be sought regarding the potential for the operations to evolve into combat.		
	(c) Security that entails augmenting or reinforcing others (whether private security contractors, civilians, or military units) that have become engaged in combat.		
6.	Involve the conduct of foreign relations and the determination of foreign policy?		
7.	Involve the determination of agency policy, such as determining the content and application of regulations?		
8.	Involve the determination of budget policy, guidance, and strategy?		
9.	Involve the determination of Federal program priorities or budget requests?		
10.	Involve the selection or non-selection of individuals for Federal Government employment, including the interviewing of individuals for employment?		
11.	Involve the direction and control of Federal employees?		
12.	Involve the direction and control of intelligence and counter-intelligence operations?		
13.	Involve the approval of position descriptions and performance standards for Federal employees?		
14.	Involve the determination of what government property is to be disposed of and on what terms (although an agency may give contractors authority to dispose of property at prices within specified ranges and subject to other reasonable conditions deemed appropriate by the agency)?		
15.	Involve Federal Procurement Activities with respect to prime contracts: (a) Determining what supplies or services are to be acquired by the government (although an agency may give contractors authority to acquire supplies at prices within specified ranges and subject to other reasonable conditions deemed appropriate by the agency); (b) Participating as a voting member on any source selection boards; (c) Approving of any contractual documents, including documents defining requirements, incentive plans, and evaluation criteria; (d) Determining that prices are fair and reasonable; (e) Awarding contracts; (f) Administering contracts (including ordering changes in contract performance or contract quantities, making final determinations about a contractor's performance, including approving award fee determinations or past performance evaluations and taking action based on those evaluations, and accepting or rejecting contractor products or services); (g) Terminating contracts; (h) Determining whether contract costs are reasonable, allocable, and allowable; and (i) Participating as a voting member on performance evaluation boards?		
16.	Involve the selection of grant and cooperative agreement recipients including: (a) Approval of agreement activities; (b) Negotiating the scope of work to be conducted under grants/cooperative agreements; (c) Approval of modifications to grant/cooperative agreement budgets and activities; and (d) Performance monitoring?		
17.	Involve the approval of agency responses to Freedom of Information Act requests (other than routine responses that, because of statute, regulation, or agency policy, do not require the exercise of judgment in determining whether documents are to be released or withheld), and the approval of agency responses to the administrative appeals of denials of Freedom of Information Act requests?		
18.	Involve the conduct of administrative hearings to determine the eligibility of any person for a security clearance, or involving actions that affect matters of personal reputation or eligibility to participate in government programs?		

19.	Involve the approval of Federal licensing actions and inspections?		
20.	Involve the collection, control, and disbursement of fees, royalties, duties, fines, taxes and other public funds, unless authorized by statute, but not including: (a) Collection of fees, fines, penalties, costs or other charges from visitors or patrons of mess halls, post or base exchange concessions, national parks, and similar entities or activities, or from other persons, where the amount to be collected is predetermined or can be readily calculated and the funds collected can be readily controlled using standard cash management techniques; and (b) Routine voucher and invoice examination?		
21.	Involve control of the Treasury accounts?		
22.	Involve the administration of public trusts?		
23.	Involve the drafting of official agency proposals for legislation, Congressional testimony, responses to Congressional correspondence, or responses to audit reports from an inspector general, the Government Accountability Office, or other Federal audit entity?		
24.	Involve the representation of the government before administrative and judicial tribunals, unless a statute expressly authorizes the use of attorneys whose services are procured through contract?		
25.	Involve a statute, such as an annual appropriations act, that identifies the function as inherently governmental or otherwise require it to be performed by Federal employees?		
26.	Require the proposed role for the contractor to be so extensive that the ability of senior agency management to develop and consider options or take an alternative course of action is or would be preempted or inappropriately restricted?		

Use the space below to identify any additional Inherently Governmental functions when applying the "Exercise of Discretion Test" and/or "Nature of the Function Test" to functions described in the Statement of Work/Performance Word Statement/Statement of Objectives.

Section II: Functions Closely Associated with Inherently Governmental Functions

"Closely Associated with Inherently Governmental Functions" are functions that are *not* generally considered to be inherently governmental functions but may approach being in that category because of the nature of the function and the risk that performance may impinge on Federal officials' performance of an inherently governmental function. Any "Yes" answer to the following functions requires special consideration in using Federal employees to perform these functions. An answer must be provided for each question. Does the work:

Function		Yes	No
1.	Involve services in support of in support of inherently governmental functions, including, but not limited to the following:		
	(a) Performing budget preparation activities, such as workload modeling, fact finding, efficiency studies, and should cost analyses;		
	(b) Undertaking activities to support agency planning and reorganization;		
	(c) Providing support for developing policies, including drafting documents, and conducting analyses, feasibility studies, and strategy options		
	(d) Providing services to support the development of regulations and legislative proposals pursuant to specific policy direction;		
	(e) Supporting acquisition, including in the areas of: Conducting market research, developing inputs for government cost estimates, drafting statements of work and other pre-award documents, preparing a technical evaluation and associated documentation, participating as a technical advisor to a source		

	selection board as a nonvoting member of a source selection evaluation board, drafting the price negotiations memorandum, assisting in the evaluation of a contractor's performance (e.g., by collecting information performing an analysis, or making a recommendation for a proposed performance rating), providing support for assessing contract claims and preparing termination settlement documents; and		
	(f) Preparation of responses to Freedom of Information Act requests?		
2.	Involve work in a situation that permits or might permit access to confidential business information or other sensitive information (other than situations covered by the National Industrial Security Program described in FAR 4.402(b))?		
3.	Involve dissemination of information regarding agency policies or regulations, such as conducting community relations campaigns, or conducting agency training courses?		
4.	Involve participation in a situation where it might be assumed that participants are agency employees or representatives, such as attending conferences on behalf of an agency?		
5.	Involve service as arbitrators or provision of alternative dispute resolution (ADR) services?		
6.	Involve the construction of buildings or structures intended to be secure from electronic eavesdropping or other penetration by foreign governments?		
7.	Involve the provision of inspection services?		
8.	Involve the provision of legal advice and interpretations of regulations and statutes to government officials?		
9.	Involve the provision of non-law-enforcement security activities that do not directly involve criminal investigations, such as prisoner detention or transport and non-military national security details?		

Use the space below to identify any Component-identified functions considered closely associated with inherently governmental functions. Also document any mitigation strategies to ensure special management attention and enhanced oversight of closely associated with inherently governmental functions happens throughout the life of the contract. (See Attachment 1 for mitigation strategy examples.)

Section III: Critical Functions

“Critical Function” means a function that is necessary to the agency being able to effectively perform and maintain control of its mission and operations. Typically, critical functions are recurring and long-term in duration. Determining the criticality of a function requires the exercise of informed judgment by department officials. The criticality of the function depends on the mission and operation. In making that determination, officials are responsible for considering the importance that a function holds and its mission and operations. The more important the function, the more important it is to have internal capability to maintain control of the department’s mission and operations. Does the work:

Function		Yes	No
1.	Involve a function that is necessary to the agency being able to effectively perform and maintain control of the Agency mission and operations (i.e., is the work a critical function)? If the answer is “No” to this question, skip 2, 2(a) and 2(b).		
2.	If the function is a critical function, the agency has sufficient internal capability to control its mission and operations. The Component must certify the following:		
	(a) Component has an adequate number of positions filled by Federal employees with appropriate training, experience, and expertise to understand the agency's requirements, formulate alternatives, take other appropriate actions to properly		

	manage and be accountable for the work product, and continue critical operations with in-house resources, another contractor, or a combination of the two, in the event of contractor default; and		
	(b) Component has the ability and internal expertise to oversee and manage any contractors used to support the Federal workforce.		

Check all that apply:

☐ I hereby confirm that this requirement does not involve an inherently governmental function.

☐ N/A or ☐ I hereby confirm that this requirement involves a function closely associated with inherently government functions and certify that the Component has sufficient internal capacity to oversee and manage contractor activities and maintain control of its mission and operations.

☐ N/A or ☐ I hereby confirm that this requirement involves critical functions and certify that the Component (1) currently has sufficient internal capacity to maintain control over its mission and operations; and (2) there are an adequate number of positions filled by Federal employees with the appropriate training, experience, and expertise to understand the Component's requirements, formulate alternatives, manage work products, and monitor any contractors used to support the Federal workforce. If the conditions under 1 and 2 are not met, an oversight task, safeguard or mitigation strategy has been developed and documented below. (See Attachment 1).

☐ N/A or ☐ I hereby confirm that this requirement involves a SIF which will require increased management attention due to the heightened risk of workforce imbalance. I certify that increased management attention will be implemented to ensure an overreliance on contractor personnel does not occur. An oversight task, safeguard or mitigation strategy has been developed and documented below. (See Attachment 1).

Requirements Official Printed Name/Title

Requirements Official Signature

Date (mm/dd/yyyy)

Additional Reviews (as applicable):

Printed Name/Title

Signature

Date (mm/dd/yyyy)

Printed Name/Title

Signature

Date (mm/dd/yyyy)

Attachment 1: Example Oversight Tasks, Safeguards and/or Mitigation Strategies

Some examples of oversight tasks, safeguards or mitigation strategies for *functions closely associated with the performance of inherently governmental functions* are as follows:

1. Limit or guide a contractor's exercise of discretion and retain control of government operations;
2. Assign a sufficient number of qualified government employees, with expertise to administer or perform the work;
3. Ensure federal employees retain the final decision-making authority;
4. Ensure that the level of oversight and management that would be needed to retain government control of contractor performance will not expand or result in unauthorized personal services;
5. Reserve for federal employees the final decision on acceptance or rejection of contractor work products;
6. Conduct organizational conflict-of-interest review;
7. Ensure reasonable identification of contractors and contractor work products; or
8. Require contractors to identify their contractor affiliation on name tags and presentation materials and to identify their affiliation at meetings, courses, and conferences.

Some examples of oversight tasks, safeguards or mitigation strategies for *special interest functions* and *critical functions* are as follows:

1. Increase contract oversight by federal staff;
2. Ensure that an adequate number of positions are filled by Federal employees with appropriate training, experience, and expertise to understand the agency's requirements, formulate alternatives, manage work product, and monitor any contractors used to support the Federal workforce for functions that are identified as critical;
3. Ensure the contractor is financially solvent to avoid an unexpected loss of service;
4. Evaluate whether the program office has sufficient internal capability, taking into account specific factors such as the agency's mission, the complexity of the function, the need for specialized staff, and the potential impact on mission performance if contractors were to default on their obligations for functions that are identified as critical;
5. Ensure greater oversight through inspection techniques;
6. Improve contractor quality control measures; or
7. Improve contractor reporting requirements.

**UNITED STATES GOVERNMENT
ORDER FORM
FS FORM 7600B**



Agreement Between Federal Program Agencies for Intragovernmental Reimbursable, Buy/Sell Activity.

In accordance with TFM Volume 1, Part 2, Chapter 4700, Appendix 8.

<https://www.fiscal.treasury.gov/g-invoice>

G-Invoicing Required Fields have an (*)

NEW OR MODIFIED ORDER			
1.	*Order Number	Order Number: O2306-070-015-008764	
		Order Modification Number: 0	
2.	Order Status	Open	
3.	*General Terms & Conditions (GT&C) Number	A2209-070-015-030400	
4.	*Order Create Date	06/02/2023	
PARTNER INFORMATION			
5.	*Assisted Acquisition Indicator	Yes	
6.	*Period of Performance	Start Date: 07/01/2023	End Date: 06/30/2024
		Requesting Agency (Buyer)	Servicing Agency (Seller)
7.	*Agency Location Code (ALC)	70070001	15070000
8.	*Agency Name	Federal Emergency Management Agency - FEMA HEADQUARTERS	DEPT OF JUSTICE - ALCOHOL TOBACCO & FIREARMS
9.	Group Name	USFA - NFA - National Fire Academy	AFIA - Firearms Investigative and Arson Enforcement Division
10.	Cost Center		
11.	Business Unit		
12.	Department ID		
13.	Order Tracking Number	WX05165Y2023T	23-518-DA1, L2X
14.	Unique Entity ID	GE2MMLL4M9L4	JB7SVKSLFLL8
15.	Funding Office Code (Buyer Only)	70FA20	
16.	Funding Agency Code (Buyer Only)	7022	
17.	Comments	Draft SOW attached; MOU will be attached when signed by both parties	
AUTHORITY INFORMATION			

18.	*Statutory Authority Fund Type Code	Economy Act			
19.	Statutory Authority Fund Type Title				
20.	Statutory Authority Fund Type Citation				
		Requesting Agency (Buyer)	Servicing Agency (Seller)		
21.	Program Authority Title		Authority to use available funds		
22.	Program Authority Citation		28 USC 530C		
ADVANCE INFORMATION					
(Required by Servicing Agency if there is an advance.)					
23.	Advance Revenue Recognition Methodology				
24.	Advance Revenue Recognition Description (required if "Other")				
25.	Advance Payment Authority Title				
26.	Advance Payment Authority Citation				
27.	Total Advance Amount				
DELIVERY INFORMATION					
(Requesting Agency completes this section.)					
28.	*FOB Point	Destination			
29.	Constructive Receipt Days	1 (Calendar Days) *Required if Destination/Other is checked on FOB Point Line.			
30.	Acceptance Point				
31.	Place of Acceptance				
32.	Inspection Point				
33.	Place of Inspection				
ORDER BILLING					
(Servicing Agency completes this section.)					
34.	*Billing Frequency	Quarterly			
35.	Billing Frequency Explanation				
ORDER BILLING					
(Requesting Agency completes this section.)					
36.	Priority Order Indicator				
37.	Capital Planning and Investment control (CPIC)				

LINE ITEM																		
L1		*Line Number	1															
L1		Order Line Status	Active															
L1		*Item Code	U099															
L1		*Item Description	USFA/NFA-ATF partnership agreement for rehabilitation/construction of fire/arson investigation training burn building facilities at the National Emergency Training Center (NETC) campus at the Fire Science Training Complex. Funds are part o															
L1		*Line Costs Unit of Measure (UOM)	DO															
L1		*Unit of Measure Description	Dollars, U.S.															
L1		Total Line Costs	\$170,000.00															
L1		Order Line Advance Amount																
L1		Product/Service Identifier																
L1		*Capitalized Asset Indicator	False															
L1		Item UID Required Indicator																
L1		*Type of Service Requirements	Severable															
SCHEDULE SUMMARY																		
L1	S1	*Schedule Number	1															
L1	S1	Advance Pay Indicator	No															
L1	S1	*Cancel Status (schedule)	Active															
L1	S1	*Schedule Unit Cost/Price	\$1.00															
L1	S1	*Order Schedule Quantity	170,000.00															
L1	S1	Order Schedule Amount	\$170,000.00															
SCHEDULE FUNDING INFORMATION																		
			Requesting Agency (Buyer)								Servicing Agency (Seller)							
L1	S1	*Agency TAS	SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB	SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB
					070	2023	2023		0413	000			015	2023	2023		0700	000
L1	S1	*Agency Business Event Type Code	DISGF								COLL							
L1	S1	Object Class Code	25.3								25.3							
L1	S1	Additional Accounting Classification	2023-FA-EE29-U330-W63002-2584-DWX05165Y2023T								23-518-DA1, L2X							

L1	S1	*Description of Products and/or Services including Bona Fide Need for this order (Buyer Only)	Renovations/construction of the Fire Science Training Complex burn buildings is critical to the success of the Fire and Forensic Sciences Training cur
SLOA INFORMATION			
*To capture Agency Internal Accounting			
		Requesting Agency (Buyer)	Servicing Agency (Seller)
L1	S1	Accounting Classification Reference Number	
L1	S1	Reimbursable Flag	Reimbursable
L1	S1	Federal Award Identifier Number (FAIN)	
L1	S1	Unique Record Identifier (URI)	
L1	S1	Activity Address	
L1	S1	Budget Line Item	
L1	S1	Budget Fiscal Year	
L1	S1	Security Cooperation (FMS)	
L1	S1	Security Cooperation Implementing Agency Code	
L1	S1	Security Cooperation Case Line Item Identifier	
L1	S1	Sub-Allocation	
L1	S1	Agency Accounting Identifier	
L1	S1	Funding Center Identifier	
L1	S1	Cost Center Identifier	
L1	S1	Project Identifier	
L1	S1	Activity Identifier	
L1	S1	Disbursing Identifier	
L1	S1	Cost Element Code	
L1	S1	Work Order Number	
L1	S1	Functional Area	
L1	S1	Agency Security Cooperation Case Designator	
L1	S1	Parent Award Identifier (PAID)	

L1	S1	Procurement Instrument Identifier (PIID)		
SCHEDULE SHIPPING INFORMATION				
(Requesting Agency completes this section.)				
L1	S1	Ship To Address Identifier		
L1	S1	Ship To Agency Title		
L1	S1	Address 1		
L1	S1	Address 2		
L1	S1	Address 3		
L1	S1	Ship To City		
L1	S1	Ship To Postal Code		
L1	S1	Ship To State		
L1	S1	Ship To Country		
L1	S1	Ship To Location Description		
L1	S1	Delivery/Shipping Information for Product Special Shipping Information		
L1	S1	Delivery/Shipping POC Name		
L1	S1	Delivery/Shipping Information for Product POC Title		
L1	S1	Delivery/Shipping Information for Product POC E-mail Address		
L1	S1	Delivery/Shipping Information for Product POC Telephone Number		
			Requesting Agency (Buyer)	Servicing Agency (Seller)
L1	S1	Agency Additional Information		
CLOSE ORDER				
38.	Closing Date			
	Closing Comments			
REJECT ORDER				
39.	Reject Date			
	Reject Comments			
AGENCY POINTS OF CONTACTS (POC)				
			Requesting Agency (Buyer)	Servicing Agency (Seller)

40.	*Agency POC Name	Kevin Oliver	Carla Cox
	*Agency POC E-mail	Kevin.oliver@fema.dhs.gov	Carla.Cox@usdoj.gov
	*Agency POC Phone No	301-447-1613	256-261-7549
	Agency POC Fax No		

AGREEMENT APPROVALS

Funding Official

The Funds Approving Officials, as identified by the Requesting Agency and Servicing Agency, certify that the funds are accurately cited and can be properly accounted for per the purposes set forth in the Order. The Requesting Agency Funding Official signs to obligate funds. The Servicing Agency Funding Official signs to start the work, and to bill, collect, and properly account for funds from the Requesting Agency, in accordance with the agreement.

		Requesting Agency (Buyer)	Servicing Agency (Seller)
41.	*Funding Official Name	Jessica Walde	Steve Kolcio
	*Signature	Electronic Approval On File	Electronic Approval On File
	Funding Official Title	Budget Analyst	Chief of Financial Management Division
	*Funding Official E-mail	jessica.walde@fema.dhs.gov	ihor.kolcio@atf.gov
	*Funding Official Phone No	3014472025	2026487707
	Funding Official Fax No		
	Funding Official Date Signed	06/20/2023	07/10/2023

Program Official

The Program Officials, as identified by the Requesting Agency and Servicing Agency, must ensure that the scope of work is properly defined and can be fulfilled for this order. The Program Official may or may not be the Contracting Officer depending on each agency's IAA business process.

		Requesting Agency (Buyer)	Servicing Agency (Seller)
42.	*Program Official Name	James Suerdieck	James Panos
	*Signature	Electronic Approval On File	Electronic Approval On File
	Program Official Title	Contracting Officer	James Panos
	*Program Official E-mail	james.suerdieck@fema.dhs.gov	james.panos@atf.gov
	*Program Official Phone No	3014477244	2562617564
	Program Official Fax No		
	Program Official Date Signed	06/29/2023	07/10/2023

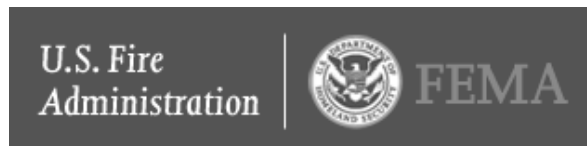
AGENCY PREPARER INFORMATION

		Requesting Agency (Buyer)	Servicing Agency (Seller)
43.	*Name	Laurie Wivell	Crystal Reynolds
	*Phone No	3014471581	2026487784
	*E-mail Address	laurie.wivell@fema.dhs.gov	crystal.reynolds@atf.gov

ATTACHMENTS			
Name	File Alias	Uploaded By	Date/Time
MOA USFA and ATF - June 2023- Final.pdf	Final NFA/ATF MOU	lwivel01	06/16/2023 09:21 AM

INTERAGENCY AGREEMENT		1. IAA NO. 70FA2023K00000009			PAGE 1 OF 2	
2. ORDER NO.		3. REQUISITION NO. WX05165Y2023T		4. SOLICITATION NO.		
5. EFFECTIVE DATE See Block 26c		6. AWARD DATE 06/29/2023		7. PERIOD OF PERFORMANCE 07/01/2023 TO 06/30/2024		
8. SERVICING AGENCY Alcohol, Tobacco, Firearms & Explosives, Bureau of ALC: DUNS: 879293116 +4: 99 New York Ave NE Rm 5S 144 Washington DC 202260001 POC Kenneth Houser TELEPHONE NO. 2026489130				9. DELIVER TO Federal Emergency Management Agency		
10. REQUESTING AGENCY FEMA ALC: DUNS: +4: 500 C Street, SW Office of Procurement Operations Washington DC 20024 POC Kevin Oliver TELEPHONE NO.				11. INVOICE OFFICE FEMA Finance Center FEMA Finance Center P.O. Box 9001 Winchester, VA 22604		
12. ISSUING OFFICE FEDERAL EMERGENCY MANAGEMENT AGENCY OCPO PREPAREDNESS SECTION (NETC) 16825 SOUTH SETON AVENUE EMMITSBURG MD 21727				13. LEGISLATIVE AUTHORITY		
				14. PROJECT ID		
				15. PROJECT TITLE		
16. ACCOUNTING DATA 2023-FA-EE29-U330-W63002-2584						
17. ITEM NO.	18. SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT	
0001	BFY: 2023 Fund Code: FA Program: EE29 Organization: U330 Project: W63002 Object Class: 2584 Fund Type: D FY 23 Burn Building Rehab 7/1/23-6/30/24 Contracting Fee: 0.00 Delivery: 07/01/2023 Period of Performance: 10/01/2023 to 09/30/2024 Continued ...	1	EA	170,000.00	170,000.00	
23. PAYMENT PROVISIONS			24. TOTAL AMOUNT \$170,000.00			
25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING)			26a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (REQUESTING)			
25b. NAME AND TITLE		25c. DATE	26b. CONTRACTING OFFICER James Suerdieck		26c. DATE 6/29/2023	

IAA NO		ORDER NO			PAGE	OF
70FA2023K00000009					2	2
1001	FY 24 Burn Building Rehab 7/1/24-6/30/25 Contracting Fee: 0.00 Amount: \$170,000.00 (Option Line Item) Date Option to be Exercised 06/30/2024 Delivery: 07/01/2024 Period of Performance: 07/01/2024 to 06/30/2025	1	EA	170,000.00	0.00	
2001	FY 25 Burn Building Rehab 7/1/25-6/30/26 Contracting Fee: 0.00 Amount: \$180,000.00 (Option Line Item) Date Option to be Exercised 06/30/2025 Delivery: 07/01/2025 Period of Performance: 07/01/2025 to 06/30/2026	1	EA	180,000.00	0.00	
3001	FY 26 Burn Building Rehab 7/1/26-6/30/27 Contracting Fee: 0.00 Amount: \$190,000.00 (Option Line Item) Date Option to be Exercised 06/30/2026 Delivery: 07/01/2026 Period of Performance: 07/01/2026 to 06/30/2027	1	EA	190,000.00	0.00	
4001	FY 27 Burn Building Rehab 7/1/27-6/30/28 Contracting Fee: 0.00 Amount: \$200,000.00 (Option Line Item) Date Option to be Exercised 06/30/2027 Delivery: 07/01/2027 Period of Performance: 07/01/2027 to 06/30/2028	1	EA	200,000.00	0.00	



National Fire Academy-specific Standard Operating Procedure

Number	Date
300.1	July 2023

National Fire Academy Curriculum Management Guide

- I. **Purpose:** This National Fire Academy (NFA)-specific standard operating procedure (SOP) establishes the NFA curriculum management process.
- II. **Supersession:** Replaces NFA-specific SOP 300.1, dated July 2021.
- III. **Authority/Reference:** 15 U.S.C. § 2206 (c) “Powers of Superintendent.”
- IV. **Definitions:** Refer to NFA-specific SOP 100.2.
- V. **Responsibilities:**
 - A. This NFA-specific SOP is applicable to employees of the NFA.
 - B. The authority of the Superintendent of the NFA to establish curriculum under 15 USC 49 § 2206 shall not be abridged by anything in this SOP or attachments.
- VI. **Standard Operating Procedures:**
 - A. It shall be the policy of the NFA to employ and maintain an up-to-date Curriculum Management Guide that establishes guidance for the selection, design, delivery and evaluation of all NFA curricula in accordance with the United States Fire Administration vision and mission
 - B. The Curriculum Management Guide shall be reviewed by the Curriculum Management Committee for editorial and content currency and accuracy at least annually.
 1. Updated versions of the Curriculum Management Guide shall be provided not later than June 30 of each year.
 2. The NFA Deputy Superintendent shall be responsible for the maintenance of the Curriculum Management Guide.
 3. The Curriculum Management Guide is stored in the Enterprise Shared Workspace.

- C. Changes to the Curriculum Management Guide shall be documented and tracked within the text.
 - D. The Curriculum Management Guide shall be an attachment to this SOP and shall be subject to the full authority of this SOP.
- VII. Questions:** Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent at 301-447-1083.



Eriks J. Gabliks
Superintendent
National Fire Academy

Attachment - FY2018-2019 Curriculum Management Guide

Nothing in this SOP shall be construed or implied as to be in conflict with Department of Homeland Security or Federal Emergency Management Agency policies, procedures or instructions, or collective bargaining agreements that are in effect.

National Fire Academy FY 18-19 Curriculum Management Guide



U.S. Fire Administration

U.S. Fire Administration
National Fire Academy
16825 S. Seton Avenue
Emmitsburg, Maryland 21727
www.usfa.dhs.gov
Nov. 1, 2017

REVISION HISTORY

No.	Revision	Date
1.	Added Question No. 6 to Course Development or Major Revision Proposal form.	6.22.2011
2.	Added section chief: Education and training partnerships to Curriculum Management Committee.	8.17.2011
3.	Corrected a typographical error on page 10 (“addresses”).	10.13.2011
4.	Added “Recommended Revisions/Updates” line to Course Development or Major Revision Proposal form.	03.09.2012
5.	Added revision scale, new title and numbering requirement to Course Development or Major Revision Proposal form.	04.19.2012
6.	For major revisions, added new course name and numbering requirement to “Curriculum Revision Guidance” table.	04.19.2012
7.	Added new Question No. 5 to Course Development or Major Revision Proposal form, and renumbered subsequent questions.	10.21.2013
8.	Edited U.S. Fire Administration Mission Statement to align with agency statement.	10.21.2013
9.	Changed name to “Approved” courses from “Endorsed” courses.	10.21.2013
10.	Added final approval sign-off by Curriculum Management Committee on Curriculum Management Committee Approval Tracking sheet.	10.21.2013
11.	Miscellaneous editorial corrections: updated course delivery format terminology, clarified how/when Curriculum Management Committee meetings called; editorial changes to Course Development/Major Revision Proposal form.	04.12.2015
12.	Deleted: Scheduling Commitment section; Curriculum Management Committee review of needs analysis results and plan of instruction.	04.12.2015
13.	Added Acknowledgment of staff role in Analysis portion of ADDIE model; references to American Council on Education, International Association of Continuing Education Training and Continuing Education Coordinating Board for Emergency Medical Services (CECBEMS) course credit; sample Bloom’s Taxonomy of Learning Domains.	04.12.2015
14.	Completely revised the entire document.	09.29.2016
15.	Added information and processes regarding the internal American Council on Education review, checklists, course call, and the Final Course Development — Revision Submittal to the Curriculum Management Committee Revised document.	06.27.2017

TABLE OF CONTENTS

Table of Contents	3
Part 1: Overview	5
U.S. Fire Administration vision	5
U.S. Fire Administration mission.....	5
National Fire Academy mission.....	5
Education and training mission	5
Curriculum philosophy.....	6
Curriculum development guiding principles.....	6
Our relationships.....	7
Our resources	7
Non-negotiable curriculum and instructional elements	7
Prioritizing National Fire Academy curriculum development.....	8
Prioritizing National Fire Academy curriculum revisions	8
National Fire Academy course delivery formats.....	9
Curriculum Management Committee.....	10
Curriculum Management Committee role.....	11
Curriculum coordination and approval.....	11
Resource commitment	12
Emerging issues that cause reprioritization	12
Curriculum plans	12
Part 2: Course development	12
Part 3: Internal American Council on Education review	13

Appendices.....	15
Course Development or Major Revision Proposal.....	15
Curriculum Management Committee approval tracking.....	18
Final course development — Revision submittal to the Curriculum Management Committee.....	19
Internal American Council on Education review checklist(s)	20
Annual development planning calendars (three-year planning cycle)	25
Curriculum revision guidance	28
Contemporaneous maintenance	28
Minor revision	29
Major revision.....	30
Course development framework	31
Glossary	33
Acronyms	36

PART 1: OVERVIEW

This Curriculum Management Guide is a framework that establishes guidance for the selection, design, delivery and evaluation of all National Fire Academy (NFA) curricula in accordance with the U.S. Fire Administration (USFA) vision and mission. It is intended to be flexible and responsive to emerging issues and organizational changes.

U.S. Fire Administration vision

The USFA is America's fire and emergency services leader.

U.S. Fire Administration mission

We provide national leadership to foster a solid foundation for fire and emergency services stakeholders for prevention, preparedness and response.

National Fire Academy mission

The NFA:

- Promotes the professional development of the fire and the emergency response community and its allied professionals.
- Supports state, local, tribal and U.S. territorial training organizations to fulfill their obligation to the fire and emergency services.
- Develops, delivers and manages educational and training programs having a national focus which is outside the state, local, tribal and U.S. territorial training mission or exceeds state, local, tribal and U.S. territorial capabilities because of cost or audience.

Our efforts are designed to support the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and USFA goals to help federal, state, local, tribal and U.S. territorial first-responder agencies prevent, mitigate, prepare for, respond to, and be resilient against local, regional and national emergencies.

Education and training mission

The NFA education and training mission areas:

- Senior officer programs where the level of audience exceeds that which is targeted by state, regional, tribal and U.S. territory programs.

- Programs targeting new, emergent issues and sponsoring national changes that are not yet targeted by state, local, tribal and U.S. territory levels.
- Specialized technical and educational programs where the size of the audience or delivery costs associated with the course renders such training impractical at the state, local, tribal and U.S. territory levels.

Curriculum philosophy

Quality curricular control requires:

- A comprehensive needs assessment that is completed prior to submitting a development proposal. This assessment is the foundation for decisions.
- A comprehensive curriculum review process at the Curriculum Management Committee (CMC) board to discuss, identify and eliminate redundancies across curricula prior to development approval.
- Clearly identified infrastructure limitations to the design and delivery process.
- A well-constructed written curriculum, in clear and consistent format, for application by classroom instructors, or related instructional methods that use instructionally sound tasks, concepts and skills for adult learning.
- Curriculum that is assessed by Kirkpatrick's levels of training evaluation (i.e., Levels 1, 2 and 3) and instructor observations conducted by the training specialists.

Curriculum development guiding principles

Our curriculum focus is defined by our national mission, and priorities are based on and supported by a comprehensive needs assessment.

- Strive to develop and deliver content that meets the training needs of state, local, tribal and U.S. territorial agencies.
- Have a flexible curriculum guide intended to project at least three years from today, and that ensure the guide aligns with the DHS, FEMA and USFA vision, mission and strategic goals.
- Develop curriculum that is ongoing and cyclical, including analyzing, designing, developing, implementing, evaluating, managing, monitoring and revising as necessary.
- Make curriculum decisions based on documented needs assessments and achievable, measurable outcomes.
- Develop curriculum that encourages student-centric and critical thinking, as well as growth and opportunity for change, using the appropriate method of learning (e.g., Socratic).

- Develop curriculum consistent with current instructional methods, and design curriculum to meet the needs of all stakeholders so that it is accessible to all stakeholders.
- Evaluate curriculum and delivery using Kirkpatrick's levels of evaluation (i.e., Levels 1, 2 and 3) and instructor observations.

Our relationships

- Course curriculum is developed and delivered to support nationwide stakeholders, which include, but are not limited to, state, local, tribal, U.S. territories, metropolitan fire training organizations, professional and trade associations (e.g., Fire and Emergency Services Higher Education, Training Resources and Data Exchange, Prevention Advocacy Resources and Data Exchange, National Fire Protection Association, International Association of Arson Investigators, etc.), and DHS and federal agencies.
- Course curriculum is developed and delivered to our stakeholders by qualified contract instructors and state instructors.

Our resources

- Technology (e.g., mediated, self-study, Bring Your Own Device, simulations, etc.) does not substitute learning, but has great potential to improve how we operate. Learning media and environments suitable for improving performance outcomes should be considered for every development. This allows for a variety of methods to meet diversified student learning styles. Our technology should be reviewed every three years to ensure that it meets our mission and constituents' needs.
- Meeting our mission requires responsible planning and stewardship of our funds (e.g., budget items like curriculum development, student stipends, instructor contracts, etc.) and the resources that we have available (e.g., staff; qualified instructors; contractors; infrastructure to include classrooms, labs, Fire Science Training Complex; online platforms; etc.).

Non-negotiable curriculum and instructional elements

The following instructional elements are the minimum requirements for successful student performance improvement:

- Develop student-centric curriculum that encourages critical thinking, engagement, growth and opportunity for change using the appropriate method of learning (e.g., Socratic).
- Professional development and instruction, recognizing and accounting for differences in learning styles, student experiences, cultural differences, educational levels and social standards.

- Research-based best practices and methods.
- Use of Bloom's taxonomies to stimulate higher forms of thinking in education by increasing the levels of sophistication and rigor appropriate to the scope of the curriculum.
- Align learning objectives with evaluation tools to achieve measurable performance improvements.
- Evaluation and documentation of all students' performance through assessments, role play, presentations, projects, labs, panel discussions, guided scenarios, or other suitable assessment instruments that are in line with terminal and enabling objectives.

Prioritizing National Fire Academy curriculum development

The USFA and NFA management are obligated to their staff to lead the curriculum development process by articulating organizational priorities; identifying national issues; achieving DHS, FEMA and USFA strategic priorities; and managing resources responsibly.

To that end, the CMC provides broad annual curriculum guidance and a framework to establish course development priorities for the upcoming fiscal years.

The staff is encouraged to promote ideas and recommendations for solutions to gaps identified in a needs assessment, address national level needs (e.g., based on natural disasters or events) and political insight. All proposals will receive full consideration from the CMC.

Prioritizing National Fire Academy curriculum revisions

Curriculum will remain relevant and current — ensuring students have the latest information for their performance improvement. When a course is evaluated for major revision (i.e., either in-house or by a contractor), the Leadership and Community Risk Reduction (LCRR) and Response branch chiefs, acting on behalf of the CMC, will consider the following for prioritizing the revision of content-specific curriculum:

- What are the results of the needs analysis? In lieu of a needs analysis, describe the research that was accomplished that supports this revision. Copies of the research will accompany the revision proposal. Although not required, a business case analysis should accompany the proposal.
- Submission of the current curriculum management plan is required to show the number of offerings and the number of students that have taken the course in the past three years.
- Should the course continue to be offered by the NFA, be sponsored by another organization, or be removed from the catalog? If continued, should the course be offered in the same delivery method?

- Is comparable course content found in other courses offered by the NFA, Emergency Management Institute, etc.?
- Is there an equivalent course offered at another entity (e.g., college, state, professional organizations, etc.) to meet the needs of the target audience?
- What other factors are there for considering this course for a major revision?

National Fire Academy course delivery formats

NFA courses will be delivered in one or more of the following formats and will be described in these terms:

- **Course length.** Course length is determined by the amount and depth of the content to be covered. For standardization, cost management, and ease of administration, NFA classroom based courses are two, six or 10 days in length. Online courses (i.e., self-study and mediated) are measured in hours of instruction based on the amount of time it will take a median group of students to complete the course.

All courses are assessed for instructional contact hours to determine the appropriate American Council on Education (ACE) credit recommendation, or the number of International Association of Continuing Education Training (IACET) or International Code Council (ICC) continuing education units that will be assigned.

- **Course delivery descriptions.** Courses are described in terms of length, sponsor and location (e.g., NFA sponsored, state sponsored, off campus, self-study or mediated learning). The terms direct delivery, regional delivery, enfranchised, resident and handoff are no longer used.
- **NFA-sponsored courses.** These are NFA courses that, by virtue of need, demand, emergent issues or other considerations, should be delivered using NFA-eligible instructors. The NFA absorbs the costs of student materials and instructor costs. When the course is delivered on campus, the NFA also provides dormitory space. When the course is delivered off campus, the host agency covers the costs of the classroom facility and any other support costs. Students who successfully complete NFA-sponsored classes are eligible for ACE credit, IACET and/or ICC continuing education units.
- **State/local-partner sponsored courses.** The NFA courses that, by virtue of need, demand, emergent issues or other considerations, should be delivered to as broad of an audience as possible and are given to the state fire training systems for off-campus delivery. Instructors, course materials and classroom facility/expenses are funded by the state fire training system or local host agency. Students who successfully complete state-sponsored classes are eligible for IACET and/or ICC continuing education units.

- **Approved courses.** These courses are developed by one state fire training agency and are certified by the state for compliance with the approved standards, requirements and procedures. They are approved by the NFA, and a state-sponsored certificate is issued.
- **NFA online self-study.** These courses use the NFA's learning management system for delivering self-paced web-based distance learning courses that include prerequisite training, as well as stand-alone courses.
- **Blended course.** Blended courses are classes where a portion (25 to 70 percent) of the traditional face-to-face instruction or activities are replaced or supplemented by web-based online learning (using both self-study and/or mediated instruction methods). Examples can include group blogs or individual discussion threads, viewing videos or pictures with assignments, completing individual activities, etc. Blended learning is not constituted by completing an online exam or using electronic Student Manuals (SMs).
- **NFA online mediated instruction.** These are online courses that are conducted by the NFA and are facilitated by an instructor using collaboration tools. These courses are coded with an M and are issued an NFA-sponsored certificate.

Curriculum Management Committee

A key component of the NFA Curriculum Management Guide is the existence of a standing CMC. This committee is the governing body that provides direction and sets policy on all NFA curriculum matters. This includes, but is not limited to, the following:

- Establishes requirements and timelines for needs assessment.
- Approves course development and revision proposals.
- Prioritizes developments and revisions.
- Allocates necessary funds.
- Approves curriculum management plans.
- Approves deviations from style guide.
- Establishes requirements and timelines.
- Approves courses for ACE review.
- Approves courses for semester course calls.
- Ensures all courses are copyright compliant.
- Establishes version control for all course materials.
- Ensures assessment analysis (e.g., testing) is conducted and appropriate steps are taken to resolve issues.
- Ensures assessment procedures (e.g., testing) are standardized and implemented.
- Ensures student evaluations are reviewed and appropriate actions are taken to resolve issues.

The members of the CMC include:

- Deputy Superintendent.
- Branch Chief: Response.
- Branch Chief: LCRR.
- Branch Chief: Education and Training Partnerships.
- Branch Chief: Training Administration, Planning and Analysis.

Committee meetings are scheduled on an **ad hoc** basis and may be requested by any USFA employee.

Curriculum Management Committee role

Curriculum coordination and approval

The CMC is responsible for the overall evaluation and approval of the proposed curriculum through review of overarching curriculum goals and objectives, project proposals, on-going needs analysis/curriculum review reports, and discussions with course development teams. This is especially important if the parameters of the proposed course or courses differ as a result of course development team analysis from the original vision of the project. The CMC must approve such changes and will instruct the course development team concerning any modifications it wishes to make regarding outcome, development/delivery strategies, schedules, and personnel issues/decisions. The CMC will ensure that each curriculum area is prepared with a three-year planning cycle.

The CMC must approve projects at the following decision points:

- Upon submittal of the “Course Development or Major Revision Proposal” for in-house or contract development/revision (see appendix).
- Course call determination (both residential and state fire training). The training specialist submits courses that are available for upcoming course call. The CMC reviews and approves all course call requests. However, courses that are under development will not be added to the course call until they have been finalized and approved by the CMC. This will occur after the CMC has approved the course. The training specialist will submit the “Final Course Development — Revision Submittal to the CMC” document, instructor criteria and a course management plan that identifies an adequate pool of eligible instructors, projected course offerings, student criteria, etc. to the CMC for review and approval.
- Any changes in testing methodology/technology/instructor role that impact ACE accreditation.
- Additional funding requirement for bids or contract modification (e.g., funding unfunded task items).

- Reprioritizing development and/or revision projects that are pending awards.

In addition, representatives from the CMC are responsible for providing information to the NFA Board of Visitors and stakeholder groups. The CMC will also provide status reports on curriculum area needs assessments, current development projects, processes, funding, key findings, and trends identified by Kirkpatrick's levels of training evaluation (i.e., Levels 1, 2 and 3); answer congressional inquiries regarding the NFA's course development processes and initiatives; oversee projects that cut across multiple curricula; and represent curriculum development with USFA senior staff.

Resource commitment

An initial resource allocation budget is provided concurrently with design approval. The design process may identify changes in course parameters with resulting increased resource costs. Cost increases more than the Federal Acquisition Regulations' micro purchase threshold will require fiscal review and approval from the CMC for course development to continue.

Emerging issues that cause reprioritization

It is the nature of the fire and emergency services that a singular catastrophic event or a series of smaller ones raises awareness and urgency at the national level. As a result, there are political, intergovernmental or varied demands for immediate response from the NFA. If a scheduled activity requires delay or cessation, then the reprioritization will be determined as follows:

- **Voluntary.** Development committees will be asked if one (or more) would be willing to delay or abandon (based on a change to the original needs assessment) their current effort.
- **Directed.** If the voluntary process is not successful, or if the direction from supervisors or the congress is so urgent so as to preclude (by time or money) the process described above, the CMC will make a preliminary recommendation to reprioritize selected staff and financial resources that shall be subject to final approval by the NFA superintendent.

Curriculum plans

Curriculum management plans will be maintained for each course within a curriculum area. Plans will be updated and submitted for approval. They are submitted to the CMC in September every year.

PART 2: COURSE DEVELOPMENT

The ADDIE model will be used for all course revisions/developments. All courses will be developed using the current Bloom's Taxonomy that is recommended by ACE. All courses will meet or exceed the standards contained within this document. All courses are subject to be

reviewed by a third party recognized entity for continuing education units (i.e., the IACET and ICC) and recommended for higher educational credits (i.e., ACE). These guidelines can be located under the CMC folder on the Enterprise Shared Workspace (ESW).

PART 3: INTERNAL AMERICAN COUNCIL ON EDUCATION REVIEW

On the first workday in October of each calendar year, the ACE program manager will forward a list of recommended courses to the CMC for approval. The CMC will forward the list to all training specialists. By the first workday in December, the training specialists will recommend courses to the CMC that should be reviewed by ACE. The CMC will approve and publish the list by the second Monday in December. Training specialists are required to make sure their courses are ready for the internal review. The training specialist will review their courses before the first workday in February, and they will notify their branch chief the results of the review (i.e., ready for the internal review).

The ACE program manager will forward the Course Data Forms to the training specialists by the first workday in January. The training specialist will forward the completed Course Data Forms to the ACE program manager before the first workday in February.

The LCRR and response branch chiefs will work collectively to assign an instructional systems specialist to review each course. They will review the course to make sure it is educationally sound, content and activities are in line with the objectives, objectives are aligned with the course purpose, measureable rubrics are in place, there are at least three questions per objective so that a minimum of two exams can be created, questions are mapped back to the course materials, etc. These reviews will be conducted from February through April. The branch chiefs will assign the actual suspense dates. As a minimum, the instructional systems specialists will use the checklists located in the appendix.

Training specialists are encouraged to review courses outside of their curriculum areas. For training specialists that are interested in assisting the review process, the branch chiefs will assign the specialists up to three courses to review and a suspense date for the review. The reviews will be conducted from February through April. These reviews will consist of teachability, functionality, delivery recommendations, activities meeting the objectives, the accuracy of directions, etc.

The training specialist that is responsible for the course will review all the recommendations and provide comments to their branch chief by the first workday in June. If appropriate, the training specialist will submit a task request by the first workday in June to update the course based on the feedback that was provided to them. All courses will be updated and ready for print no later than the first workday in August.

Internal American Council on Education review process chart

Date	Staff responsibility	Task
October (first workday)	ACE program manager	Forward list of courses to CMC for approval.
October	CMC	Forward list to training specialists.
December (first workday)	Training specialists	Recommend courses to CMC that should be reviewed by ACE.
Second Monday in December	CMC	CMC approves and publishes the list of courses to be reviewed.
January (first workday)	ACE program manager	Forward Course Data Forms to training specialists.
December/January	Training specialists	Review courses in curriculum area.
February (first workday)	Training specialists	Notify their branch chief of the results from their review (i.e., ready for internal review).
February (first workday)	Training specialists	Submit completed Course Data Forms to ACE program manager.
February	Branch chiefs	Assign an instructional systems specialist to review each course.
February/March/April	Instructional systems specialists	Review assigned courses and send recommendations to the branch chief and training specialist.
February/March/April	Training specialists (if applicable)	Review assigned courses and send recommendations to the branch chief and training specialist.
June (first workday)	Training specialists	Review recommendations made by instructional systems specialist and training specialist (if applicable), and provide comments to their branch chief.
June (first workday)	Training specialists	Submit a task request to update course based on feedback provided.
August (first workday)	Training specialists	All courses are updated and ready for print.

APPENDICES

COURSE DEVELOPMENT OR MAJOR REVISION PROPOSAL

Working title: _____

Curriculum area: _____

Brief description: _____

Recommended revisions/updates:

1. What is the audience and performance problem that this proposal will address? (“Who” can’t do “what”?)

2. Why is this problem important to the USFA/FEMA/DHS, and how does this proposal align with our strategic plans?

3. What analysis was conducted to determine this requirement?

4. Can this problem be addressed by training, and why do you think so? What other options exist (job aid, book, webinar, seminar, etc.)?

5. If you had training that addresses the problem, what format and delivery system would be necessary to reach the audience and why?

6. Do you expect to incorporate any distance learning component (e.g., self-study, mediated, webinar, podcast, etc.) in this development?

7. Attach your Independent Government Estimate for the proposed development. What are your optional work and funding levels?

8. Have you identified subject matter expert criteria?

9. For revision projects to more than 35 percent of the course content, including learning objectives and examinations, a new course title and course number are required. What is your proposed course title?

CURRICULUM MANAGEMENT COMMITTEE APPROVAL TRACKING

Course development or major revision working title: _____

Course approvals

1. Upon submittal of “Course Development or Major Revision Proposal”

Submitted by:	Date:
Approved by: CMC Chairman	Date:
Rejected by: CMC Chairman	Date:

Reason for rejection:

2. Upon completion of development and prior to final release.

Submitted by:	Date:
Approved by: CMC Chairman	Date:
Rejected by: CMC Chairman	Date:

Reason for rejection:

FINAL COURSE DEVELOPMENT — REVISION SUBMITTAL TO THE CURRICULUM MANAGEMENT COMMITTEE

Course code/title: _____

CMC submittal(s):

- Submit a new Course Management Plan (use the current version on the ESW).
- Submit a copy of the current.

Instructor criteria certification of completion:

- ☐ Copyright permissions on file (e.g., photos, articles, videos, etc.).
- ☐ Appropriate level of Bloom's was used.
- ☐ The appropriate evaluation method was used to evaluate the objectives (e.g., sufficient number of questions on an exam to evaluate the objectives, rubrics designed to evaluate objectives, etc.).
- ☐ Course call information.
- ☐ Support materials on hand (e.g., videos, diagrams, etc.).
- ☐ NFA website updated or web content submission form completed (e.g., remove pilot information, etc.).
- ☐ Field delivery kits (list) created/revised.
- ☐ List of logistical and material needs that are not included in the kit were sent to Lori.
- ☐ Instructor criteria finalized and ready for publishing.
- ☐ Have sufficient number of instructors to teach on- and off-campus deliveries.
- ☐ Dexter task request submitted to have final materials sent to Stacey for an IACET review.
- ☐ Course data provided to the program support specialist so they can update the ESW.

Training Specialist's Signature/Date

Instructional Systems Specialist's Signature/Date

INTERNAL AMERICAN COUNCIL ON EDUCATION REVIEW CHECKLIST(S)**Instructional Systems Specialist Quality Assessment Review Checklist**

Course number/title: _____

Units: _____

Reviewer (ISS): _____

Course owner (TS): _____

Date: _____

Terminal objectives			
	Yes	No	Comment
1. Did you look at the previous ACE review notes? Were there any suggestions?			
2. Can DEXTERA provide list of revisions since the last ACE review? How many were there? How extensive were they?			
3. Does each unit have no more than one terminal objective?			
4. Is the terminal objective written using correct verbiage (Bloom's Taxonomy)?			
5. Are the terminal objectives written using behavior, condition and standard?			
6. Are the terminal objectives written at an appropriate level of performance (Bloom's Taxonomy)?			
Additional comments:			
Enabling objectives			
	Yes	No	Comment
1. Do the enabling objectives support the corresponding terminal objective?			

2.	Are the enabling objectives written using correct verbiage (Bloom's Taxonomy)?			
3.	Are the enabling objectives written at an appropriate level of performance (Bloom's Taxonomy)?			
Additional comments:				
Content				
		Yes	No	Comment
1.	Does the content support the objectives?			
2.	Is the content presented in the same order as the objectives?			
3.	Is there a clear and logical flow to the content of the course?			
4.	Is there adequate explanation/information presented so that no matter who instructs the course, the content will be consistent?			
Additional comments:				
Formative evaluation				
		Yes	No	Comment
1.	Are there activities, Q&As, etc., to provide adequate evaluation of whether participants are learning the content and staying adequately engaged?			
2.	Are the formative evaluations aligned with the objectives?			

3.	Are the formative evaluations designed to mimic (as nearly as possible) on-the-job conditions?			
4.	Is there adequate time for debriefing after activities?			
5.	Is there adequate explanation/information presented so that no matter who instructs the course, the debriefings will be consistent?			
6.	Are there sufficiently detailed rubrics provided for any graded activities?			
Additional comments:				
Summative evaluation				
		Yes	No	Comment
1.	Is there an end of course evaluation (test, paper or other)?			
2.	If there is an end of course evaluation, are there two versions?			
3.	Is the summative evaluation requirement at an appropriate level for the goal and objectives of the course?			
4.	If the summative evaluation is a multiple choice test, is there an accurate answer key to ensure consistent grading of the test?			

5.	If the summative evaluation is a paper or other project, is there a sufficiently detailed rubric to ensure consistent grading of the summative evaluation?			
6.	Does the summative evaluation align with the objectives?			
7.	Are all objectives assessed explicitly or implicitly within the summative evaluation?			
8.	Is there a mechanism for providing feedback to the participants on summative evaluation results if grading is done after the class has concluded?			
Additional comments:				
Timing				
		Yes	No	Comment
1.	Do the allotted times match/add up throughout the materials?			
2.	Is adequate time allotted for all activities, lectures and exams?			
3.	How much time is estimated that the student work on assignments outside of class?			
Additional comments:				

Recommendations			
	Yes	No	Comment
1. Is the reviewed material ready for ACE review?			
2. Is Rigor appropriate?			
Additional comments:			

ANNUAL DEVELOPMENT PLANNING CALENDARS (THREE-YEAR PLANNING CYCLE)

This calendar represents the three-year planning and spending cycle for the federal budget, overlaid with the annual USFA spending, curriculum planning and delivery schedule. The dates in the grayed “Federal Budget” cells describe the overall timeline associated with developing the out-year budgets and spend plan. Unless otherwise noted, the “due date” is the last business day of the month.

Current budget year: Executing/Spending fiscal year appropriation

	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.
Federal budget						Budget guidance from FEMA for two years out	Over-budget requests due to FEMA for two years out		Budget submission to FEMA for two years out	Budget request to FEMA	FEMA budget requests to DHS for two years out	
USFA spending	Begin current FY activities spending										Course development spend plan due to program specialist	Spend plan submitted for next FY
Curriculum planning	Contract needs assessment package is due by Oct. 1 CMC meets	Course development or revision plans due for the current FY	CMC meets	CMC meets		Last call for course development packages for the current FY CMC meets			Senior management provides curriculum framework guidance for next FY		Course development packages for assessed curriculum areas are due for next FY	Submit course management plans to the CMC
Course delivery		On-campus course calendar due for next FY	Off-campus course call due for next FY Student acceptance criteria due for next FY Course catalog updates due for next FY			Course criteria sheets due for next FY						

Subsequent year: Appropriation process

	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.
Federal budget		OMB provides changes and appeal period	Prepare Congressional submittal for two years out	Submit revised budget to DHS for two years out	DHS submits draft budget to Congress for two years out	Appropriation hearings for two years out						DHS request to OMB for two years out
USFA spending	Begin current FY activities spending				USFA spending plan prepared for one year out				FEMA provides spending plan guidance for one year out	USFA works with CFO to finalize spending plan for one year out	Course development spend plan due to program specialist	Spend plan submitted for next FY
Curriculum planning	Contract needs assessment package is due by Oct. 1 CMC meets	Course development or revision plans due for the current FY	CMC meets	CMC meets		Last call for course development packages for the current FY CMC meets			Senior management provides curriculum framework guidance for next FY		Course development packages for assessed curriculum areas are due for next FY	Submit course management plans to the CMC
Course delivery		On-campus course calendar due for next FY	Course call due for next FY Student acceptance criteria due for next FY Course catalog updates due for next FY			Course criteria sheets due for next FY						

Second out-year: Formulation process

	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.
Federal budget												Congressional approval for two years out
USFA spending	Begin current FY activities spending										Course development spend plan due to program specialist	Spend plan submitted for next FY
Curriculum planning	Contract needs assessment package is due by Oct. 1 CMC meets	Course development or revision plans due for the current FY	CMC meets	CMC meets		Last call for course development packages for the current FY CMC meets			Senior management provides curriculum framework guidance for next FY		Course development packages for assessed curriculum areas are due for next FY	Submit course management plans to the CMC
Course delivery		On-campus course calendar due for next FY	Course call due for next FY Student acceptance criteria due for next FY Course catalog updates due for next FY			Course criteria sheets due for next FY						

CURRICULUM REVISION GUIDANCE

Category	Percent change	Frequency	Description
Contemporaneous maintenance	Less than 10% of the course content with no revisions to learning objectives or examinations other than to keep them up-to-date.	It is expected that course content will reflect current industry standards and practice.	<p>Contemporaneous maintenance may be done to each course delivery by existing contract instructors (or the training specialist) under the direction and concurrence of the instructional systems specialist and training specialist for no additional charge.</p> <p>As part of the Statement of Work, subject matter experts or contract instructors may arrive one to two days prior to the class to make the changes at no additional charge to the delivery. Room and meeting space will be provided. All changes must be documented, approved by the instructional systems specialist for educational suitability, training specialist for content, and branch chief.</p> <p>Updates will be submitted to editorial support and posted on the instructor access website for the next delivery of the course.</p>

Category	Percent change	Frequency	Description
Minor revision	Revision to less than 15 to 35% of the course content, with few revisions to learning objectives or examinations other than to make them contemporaneous.	Not to exceed three years from a major revision or new course launch.	<p>This would be a small revision to the class.</p> <p>The typical format would be to bring in a subject matter expert to sit in on a class delivery and make adjustments to the content and delivery to update the current course.</p> <p>A Statement of Work and contract would be issued to an experienced subject matter expert or contract instructor to complete this work in a timely manner under the direction of the instructional systems specialist and training specialist.</p> <p>All changes must be documented, approved by the instructional systems specialist for educational suitability, training specialist for content, and branch chief.</p> <p>Updates will be submitted to editorial support and posted on the instructor access website for next full semester course delivery.</p>

Category	Percent change	Frequency	Description
Major revision	Revision to more than 35% of the course content, including learning objectives and examinations.	Not to exceed five years after the previous major revision or launch.	<p>This revision would involve a total rewrite and redirection of the course to reflect more current needs of the course or a changing audience. This would include content, format, delivery mode, learning objectives, examinations, activities and directions.</p> <p>A contract may be issued to an outside contractor to oversee the development of the new materials based upon a Statement of Work that specifies the changes needed.</p> <p>All changes must be documented, approved by the CMC and submitted to editorial support for inclusion in the next fiscal year.</p> <p>New course title and course number required. Otherwise, major revisions must include a justification for keeping course in the catalog and/or as an on- or off-campus delivery. This justification will be reviewed and approved by the CMC.</p>

COURSE DEVELOPMENT FRAMEWORK

The Course Development Team uses the following questions to organize a proposal package.

1. How will this material “enhance the professionalism of America’s fire and emergency services and allied professionals?”
 - a. What research was performed to confirm this?
 - b. What information does the needs assessment reveal?
2. How will this material “supplement and support other training organizations”?
 - What research was performed to confirm this?
3. How will this material reduce injuries, lives lost or property damage?
 - How will they be measured?
4. What are the expected outcomes of this material?
 - How will they be measured?
5. What is unique about this material?
 - a. What research was performed to confirm this?
 - b. Is it offered anywhere else?
 - c. If so, by whom and in what format (classroom, online, other)?
6. What are the prerequisite knowledge, skills and abilities for this course?
 - What NFA or other-source course(s) must be taken as a prerequisite?
7. Is this material available in any federal, state, local or tribal system, or is there anything else like it that can be adapted?
 - What research was performed to confirm this?
8. How does this material address emerging trends and/or how is it “future-oriented”?
 - What research was performed to confirm this?
9. How has the need for this material been determined?
 - What research was performed to confirm this?
10. Has it been discussed with the instructional systems specialist(s) to evaluate and establish the most suitable delivery mode?
 - What was the result?
11. Who are likely representatives to aid in development and delivery?
 - a. Have they been contacted?
 - b. Are they committed to cooperative efforts?
 - c. What do they contribute to the effort?

12. What is the most suitable delivery mode?
 - a. Resident 10- or six-day (blended?).
 - b. Off-campus.
 - i. Two-day on or off campus.
 - ii. 10- or six-day off campus.
 - iii. Hybrid (online and classroom).
 - iv. Online (D2L or NFA Online solely).
 - c. Other.
 - i. Book/Report.
 - ii. CD.
 - iii. Job aid.
 - iv. Podcast.
 - v. Webinar.
13. Who is the target audience?
 - a. How large is the target audience?
 - b. What are they expected to do with this material?
 - c. How will they evaluate whether it is effective?
14. What about this material will enhance the stature, relevance and visibility of the FEMA/USFA?
 - How will this material be marketed?
15. What is the life expectancy of this material?
 - How frequently should it be revised or reevaluated for effectiveness and value?

GLOSSARY

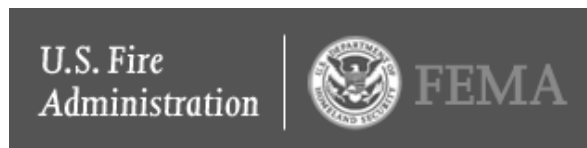
ADDIE Model	The ADDIE model is a systematic instructional design model that consists of five phases: (1) Analysis, (2) Design, (3) Development, (4) Implementation, and (5) Evaluation.
American Council on Education	American Council on Education (ACE) is an organization that provides an independent review of higher education courses to determine the level of credit that could be awarded by an accredited institution recognized by the Department of Education.
Andragogy	The methods or techniques used to teach adults.
Course Development Team	The designated training specialist, instructional systems specialist, NFA Online representative, staff support and contractors assigned to develop and/or revise curricula.
Course goal	A general statement about the desired outcome of an instructional program. Unlike an objective, a goal cannot be measured.
Bloom's Taxonomy	Classification of the different objectives that define six levels of cognitive mastery. From "The Taxonomy of Educational Objectives, The Classification of Educational Goals, Handbook I: Cognitive Domain," by Benjamin Bloom, 1956.
Curriculum, taught	The delivery of the written curriculum by instructors or facilitators.
Curriculum, written	The standards, goals and objectives learners are to achieve and instructors are to teach using Instructor Guides (IGs), SMs and audiovisual aids development by the NFA.
Curriculum, assessed	The portion of the written or taught curriculum that is assessed, both formally and informally, to evaluate learner progress toward performance improvement.
Enabling Objectives	The sub-objectives (skill objectives) that lead to the accomplishment of a terminal objective (course or unit objective). Enabling objectives are sometimes referred to as Enabling Learning Objectives (ELOs).

Instructor Guide (IG)	A document that includes the information and guidance to enable a course manager and qualified instructor(s) to present a FEMA course in the manner described in the Plan of Instruction (POI).
IACET	International Association for Continuing Education and Training (IACET) is an international organization that provides continual education/training units through an accreditation process.
Kirkpatrick's "Evaluating Training Programs: The Four Levels"	<p>A four-level model to evaluate the value of training. The four levels are:</p> <ol style="list-style-type: none"> 1. Reaction — How did the participant feel about the training and its relevancy to their job? 2. Learning — What did the participants learn (e.g., knowledge, skills and attitude)? 3. Behavior — Did the participants change their behavior when they returned to their jobs based on the training they received? 4. Result — Did the change in the participant's behavior have a positive effect on the organization?
Needs analysis	Technique for determining the steps to be taken in moving from a current state to a desired future-state. It begins with (1) listing of characteristic factors (such as attributes, competencies, performance levels) of the present situation ("what is"), (2) cross-lists factors required to achieve the future objectives ("what should be"), and then (3) highlights the "gaps" that exist and need to be "filled." Also called need-gap analysis, needs analysis, and needs assessment.
Out-year	Future fiscal years beyond the current fiscal year.
Performance improvement	The process of identifying and analyzing important organizational and individual performance gaps, planning for future performance improvement, designing and developing cost-effective and ethically justifiable interventions to close performance gaps, implementing the interventions, and evaluating the financial and non-financial results.

Plan of Instruction (POI)	A document that describes elements essential to designing training. The course elements of the POI include course goal, course objectives, rationale, student and instructor qualifications, table of contents, etc. Unit elements include unit objectives, scope, methodology and reference, etc.
Rigor	Teaching and learning that expects students to apply critical thinking, reasoning and problem-solving skills; to analyze, evaluate, critique, synthesize, communicate and create new knowledge; to manage and direct their own learning.
Rubric	A scoring tool for subjective assessments. It is a set of criteria and standards linked to learning objectives used to assess a student's performance on papers, projects, essays and other assignments. Rubrics for all standardized evaluations according to specified criteria, making grading simpler and more transparent.
Student Manual (SM)	A document or tool used by course participants as a reference or as a workbook to support course activities described in the IG. The SM may be paper or electronic.
Terminal Objective	Specific descriptions of the desired end result of training in terms of student performance. Course and unit objectives are examples of terminal objectives. Terminal objectives are sometimes referred to as Terminal Learning Objectives (TLOs).

ACRONYMS

CECBEMS	Continuing Education Coordinating Board for Emergency Medical Services
CMC	Curriculum Management Committee
DHS	Department of Homeland Security
ESW	Enterprise Shared Workspace
FEMA	Federal Emergency Management Agency
ICC	International Code Council
LCRR	Leadership and Community Risk Reduction
NFA	National Fire Academy
USFA	U.S. Fire Administration



National Fire Academy-specific Standard Operating Procedure

Number	Date
400.1	July 2023

National Fire Academy Course Delivery Formats

- I. **Purpose:** This National Fire Academy (NFA)-specific standard operating procedure (SOP) describes the NFA course delivery formats.
- II. **Supersession:** Replaces NFA-specific SOP 400.1, dated July 2021.
- III. **Authority/Reference:** 15 U.S.C. § 2206 (c) “Powers of Superintendent.”
- IV. **Definitions:** Refer to NFA-specific SOP 100.2.
- V. **Responsibilities:** This NFA-specific SOP is applicable to employees of the NFA.
- VI. **Standard Operating Procedures:** It shall be the policy of the NFA that its courses will be delivered in prescribed formats that are denoted by sponsorship, format/venue and course length. **Note:** In all cases, class length is determined based on learning objectives, content and administrative requirements.

Prescribed Formats:

- A. NFA-sponsored courses. These are NFA courses that by virtue of need, demand, emergent issues or other consideration should be delivered using NFA-eligible instructors and/or NFA distance education technologies. Instructors and course materials are funded by the NFA and courses receive ongoing evaluation. These courses are coded with a C, F, H, M, N, R, Q or W, and an NFA-sponsored certificate* is issued.
 1. Resident courses (R): These courses are conducted at the NFA and typically range from 2 to 10-days in length. Resident courses may utilize the online learning management system for course assignments, content, and resources any time before, during, or after the course delivery. American Council on Education (ACE) credit recommendations and International Association for Continuing Education and Training (IACET) units apply.
 2. Classroom courses (W/F): Through the annual course call process, states may select up to nine 2-day courses and three 6-day courses for delivery at their own locations or at the National Emergency Training Center through the State Weekend Program. ACE credit recommendations and IACET units apply.

2. (a) Enfranchised courses (Y): These include select classroom-based courses offered off- campus through an official Letter of Agreement. The requestor/State or local host must obtain delivery authorization and meet all course delivery criteria. ACE credit recommendations and IACET units apply.
3. Mediated courses (M): Online asynchronous courses that may have interactive, synchronous components. Students have remote access to content and NFA instructors. Typically, mimic undergraduate or graduate online course delivery formats. Mediated courses may range from 2 – 8 weeks or more in length. ACE credit recommendations and IACET units apply.
4. Self-Study courses (Q): Completely asynchronous, self-directed, web-based courses using a learning management system. Students can print their own NFAOnline certificate. IACET units apply.
5. Synchronous courses (S): Online courses held in real-time, with live streaming and interactive components. These courses may include the streaming of existing resident course held on campus or in the field, or may be designed solely as a virtual delivery mechanism. ACE credit recommendations and IACET units may apply. Resident courses that are offered virtually must have comparable content and assessment methods.
6. Hybrid courses (H): These two-part courses typically consist of a resident delivery preceded by a significant amount of mediated course work. The mediated and resident delivery are designed as one course with aligned objectives, content and outcomes, and students typically work within groups that extend from the mediated to the resident component. The mediated portion is conducted using a learning management system and facilitated by an NFA instructor.

While this category was designed to align with a pre-course structure of approximately 4 weeks are more, followed by a resident component, there may be variations of online and resident course work distribution. ACE credit recommendations and IACET units apply.

- B. State sponsored courses. NFA courses that by virtue of need, demand, emergent issues, or other consideration should be delivered to as broad an audience as possible and are made available for downloading to the state fire training systems and state emergency medical service (EMS) directors for off-campus delivery. Instructors, course materials, and classroom facility/expenses are funded by the state fire training system or the state EMS agency. These courses are coded with an O, and a state-sponsored certificate is issued. State sponsored NFA courses typically range from 2-to 10-days in length.

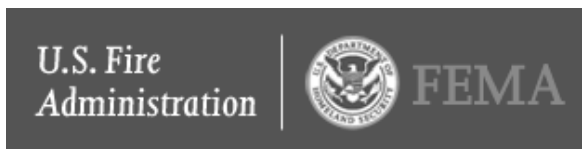
- C. Approved courses. Courses developed and/or submitted by one state fire training agency and peer reviewed by several other state fire training agencies for compliance with the approved standards, requirements and procedures. These courses are approved by NFA (with a Y code), and a state-sponsored certificate is issued.

VII. Questions: Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent at (301) 447-1083.



Eriks J. Gabliks
Superintendent
National Fire Academy

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National Fire Academy-specific Standard Operating Procedure

Number	Date
400.2	July 2023

National Fire Academy Sponsored Courses

- I. **Purpose:** This National Fire Academy (NFA)-specific standard operating procedure (SOP) outlines the policies and procedures associated with NFA sponsored courses. NFA sponsored courses may be delivered on- or off-campus. Courses are delivered using NFA eligible instructors and NFA covers the cost of instructors and course materials.
- II. **Supersession:** Replaces NFA-specific SOP 400.2, dated July 2021.
- III. **Authority/Reference:** 15 U.S.C. § 2206 (c) “Powers of Superintendent.”
- IV. **Definitions:** Refer to NFA-specific SOP 100.2.
- V. **Responsibilities:** This NFA-specific SOP is applicable to employees of the NFA and specific state fire training systems and Training Resource and Data Exchange (TRADE) regions that wish to have NFA sponsored courses delivered at their location.
- VI. **Standard Operating Procedures:**
 - A. It shall be the policy of the NFA that NFA-sponsored courses are in accordance with this SOP.
 - B. State fire training systems are eligible to select nine NFA sponsored 2-day courses each fiscal year. These courses may be delivered on- or off-campus. These courses are in addition to the annual state fire training grants provided by NFA.
 - C. State fire training systems may choose to have their nine courses delivered at the National Emergency Training Center (NETC) or within their own state.
 - D. TRADE regions are eligible to conduct three NFA sponsored courses (the courses are 6-days in length) within their Federal Emergency Management Agency (FEMA) Region each fiscal year.
 - E. States and regions select their courses through the semiannual course call process:
 1. Two-Day Off-Campus:
 - a) The NFA shall offer a course call (via the NFA Courses Course Call Dashboard) to the state fire training systems twice a year.

- b) The state fire training system shall coordinate its request with the NFA Program Manager (Training Specialist, Education, Training and Partnerships Branch).
- c) The state shall be responsible for acquiring classroom, facility, or laboratory access, as well as any special equipment requirements needed for the course delivery.
- d) Students shall apply via the online admissions application system, <https://training.fema.gov/generaladmissionsapplication/staticforms/startapplication.aspx>. The online application system will open the course for enrollment the day before the class begins and will remain open for fourteen days after the course ends.
- e) The state will advertise the course and recruit and accept students based on the established student selection criteria.
- f) NFA must receive a student roster with a minimum of 15 names at least 40 days prior to the start date of the course or it may be cancelled.
- g) Prior to the course delivery, the state should contact the NFA Program Manager for final coordination.
- h) The state/local host will mail a cover sheet, student test answer sheets and the letter graded roster to the NFA in a pre-addressed envelope. Note: Course evaluation is now conducted online.
- i) For the purpose of grade appeals, students may be provided with specific question(s)/answer(s) that have come into question.
- j) The NFA sponsored certificates will be emailed to the students who have successfully completed the course by the NETC Admissions Office.
- k) All tests will be destroyed (shredded) by the host agency. (Protection of all test materials is paramount to preventing a test compromise.)
- l) These courses are designated with an “F” code.

2. Two-Day On-Campus:

- a) During the first open course call period, the state training system can choose to offer some of their nine deliveries (up to eight course deliveries) on the NETC Campus during a State Weekend Program (SWP).

- b) The NFA Program Manager (State Weekend Coordinator) shall be responsible for confirming the dates and discussing potential pairings of states to maximize the use of the NETC facility.
 - c) Once the SWP courses are approved and the schedule is published, the responsibility for the coordination and communication with the individual states is transferred to the NFA Program Manager/State Weekend Coordinator.
 - d) The state will advertise the course and recruit and select the students based on the established student selection criteria.
 - e) Students interested in attending a 2-day program on the NETC Campus should contact their state, who will have information on the courses scheduled for the weekend, transportation, registration requirements, and other logistical information.
 - f) Students shall apply via the online admissions application system, <https://training.fema.gov/generaladmissionsapplication/staticforms/startapplication.aspx>. The online application system will open the course for enrollment the day before the class begins and will remain open for fourteen days after the course ends.
 - g) The state fire training agency is responsible for notifying students of their acceptance/rejection into the 2-day on-campus program.
 - h) The NETC Admissions Office provides the student rosters to the NFA Program Manager.
 - i) Immediately prior to the scheduled weekend, the State Coordinator should contact the NFA Program Manager for final coordination.
 - j) At the beginning of the course, the instructors will submit corrected rosters to the NFA Program Manager for forwarding to the NETC Admissions Office.
 - k) The NETC Admissions Office will email NFA-sponsored certificates to the students who have successfully completed the course.
 - l) These courses are designated with a “W” code.
3. Six-Day Off-Campus:
- a) During the open course call period, the State/Local Host shall select three NFA sponsored courses (via the Course Call Dashboard) to conduct within their FEMA region per fiscal year.

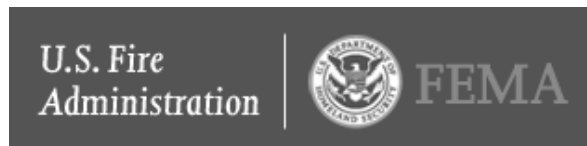
- b) The State/Local Host will be responsible for acquiring a classroom, facility or laboratory access, as well as any special equipment requirements needed for course delivery.
- c) The NFA will provide instructors and all course materials.
- d) Students will be responsible for costs associated with individual travel, lodging and meals.
- e) The training experience shall replicate the NFA on-campus experience as much as possible.
- f) The course shall be delivered in the same timeframe as occurs on campus.
- g) The State/Local Host will advertise the course and recruit and select the students based on the established student selection criteria.
- h) Students shall apply via the online admissions application system, <https://training.fema.gov/generaladmissionsapplication/staticforms/startapplication.aspx>. The online application system will open the course for enrollment the day before the class begins and will remain open for fourteen days after the course ends.
- i) Prior to the course delivery, the State/Local Host should contact the NFA Program Manager for final coordination.
- j) The State/Local Host will mail the cover sheet, class roster, student test answer sheets and the final grade sheet to the NFA in a pre-addressed envelope. Note: Course evaluation is conducted online.
- k) For the purpose of grade appeals, students may be provided with specific question(s)/answer(s) that have come into question.
- l) The NFA sponsored certificates will be emailed to the students who have successfully completed the course by the NETC Admissions Office.
- m) All tests will be destroyed (shredded) by the host agency. (Protection of all test materials is paramount to preventing a test compromise.)
- n) These courses are designated with an “N” code.

- VII. Questions:** Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent at 301-447-1083.

A handwritten signature in black ink, appearing to read "Eriks J. Gabliks". The signature is fluid and cursive, with the first name "Eriks" and last name "Gabliks" clearly distinguishable.

Eriks J. Gabliks
Superintendent
National Fire Academy

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National Fire Academy-specific Standard Operating Procedure

Number	Date
400.3	July 2023

State Sponsored National Fire Academy Courses

I. Purpose:

- A. This National Fire Academy (NFA)-specific standard operating procedure (SOP) outlines the policies and procedures for state sponsored NFA courses.
- B. The purpose of state sponsored courses is to provide the fire service and allied professionals the opportunity to attend NFA courses within their geographical region. The state is responsible for all costs associated with the course delivery. These courses are not eligible for American Council on Education credit unless the state has its own designation.

II. Supersession: Replaces NFA-specific SOP 400.3, dated July 2021.

III. Authority/Reference: 15 U.S.C. § 2206 (c) "Powers of Superintendent."

IV. Definitions: Refer to NFA-specific SOP 100.2.

V. Responsibilities: It shall be the policy of the NFA that delivery of state sponsored courses shall be in accordance with this SOP.

VI. Standard Operating Procedures:

- A. The NFA will provide the course materials (available for download from the web in the State Dashboard) to each of the state fire training agencies. **Note:** In July 2018, access to the course materials was provided to State Emergency Medical Service Directors. They will work in collaboration with their individual state fire training agency to deliver these courses.
 - 1. The NFA will support the maintenance/updating of course content as long as the course is being delivered/sponsored by the NFA.
 - 2. When the NFA training specialist makes the decision to discontinue the delivery of a course (marking it "inactive") individual states will still have the opportunity to continue delivering the course in the "state sponsored" mode and receive certificates as long as the course is available in the State Dashboard.

3. If the NFA training specialist makes the decision to “end-date” a course, all states will be notified that the course has been removed from the State Dashboard and certificates will no longer be issued. **Note:** States will be provided with a 60-day grace period after the notice is issued.
 - B. The state provides their own instructors with the qualifications needed to teach the NFA-developed courses. The individual [course instructor criteria](#) shall be provided to the state.
 - C. The training experience shall replicate the NFA experience as much as possible, which ensures that all course objectives are met and evaluated.
 - D. The state is responsible for acquiring a classroom, facility, and any special materials/ items needed for the course delivery. If the course has special requirements; i.e., burn scenes, computer workstations, projectors, radios, software, or other course specific items, the state may have the option of using a portion of their grant funds to purchase these items to support the delivery.
 - E. The state is responsible for submitting the student applications (FEMA Form 119-25-2) with a cover sheet to the National Emergency Training Center (NETC) Admissions Office.
 - F. The NETC Admissions Office will email the state sponsored certificates to the students.
 - G. These courses are designated with an “O” code.
- VII. Questions:** Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent at 301-447-1083.



Eriks J. Gabliks
Superintendent
National Fire Academy

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National Fire Academy-specific Standard Operating Procedure

Number	Date
400.4	June 2024

Distance Learning/National Fire Academy Online

I. Purpose:

- A. This National Fire Academy (NFA)-specific standard operating procedure (SOP) outlines the policies and procedures associated with online distance learning.
- B. The NFA faces a challenge of reaching the more than 1.2 million fire and emergency services personnel throughout the United States. Different delivery methods other than traditional instructor-led classroom training will help meet this need. Some of these include blended courses, online self-study courses, online instructor-led courses, Coffee Break subscription-style training, collaboration using Adobe Connect or similar tools, webinars and/or other web-based delivery methods.

II. **Supersession:** Replaces NFA-specific SOP 400.4, dated July 2021.

III. **Authority/Reference:** 15 U.S.C. § 2206 (c) "Powers of Superintendent."

IV. **Definitions:** Refer to NFA-specific SOP 100.2.

V. **Responsibilities:** This NFA-specific SOP is applicable to employees of the NFA.

VI. Standard Operating Procedures:

- A. It shall be the policy of the NFA that development and delivery of distance training and education courses/programs shall be in accordance with this SOP.
- B. The items below apply to the development/revision of self-study/blended/online instructor-led courses:
 - 1. Following Curriculum Management Committee (CMC) approval, the instructional systems specialist (ISS)/training specialist (TS) will email the NFA Online program and technical leads with the preliminary course/proposal information.

2. The NFA Online customer advocate will provide the ISS with the following:
 - a. NFA Online System Technical Specifications document, which includes:
 - Section 508 technical requirements.
 - Technical standards.
 - Formatting and labeling of documents and resources requirements.
 - Multimedia and images requirements.
 - Process for obtaining elevated access.
 - Required content reviews and checks (prototypes).
 - b. Templates:
 - E-learning Templates User Guide (self-study).
 - NFA Online Templates Job Aid (self-study).
 - Blackboard Content Creator Job Aid.
- C. Self-study registration/delivery:
1. Students must obtain a Federal Emergency Management Agency (FEMA) Student Identification Number: <https://cdp.dhs.gov/femasid>.
 2. Students register in NFA Online, obtain a User ID and password, and enroll in courses listed in the NFA Online catalog.
 3. NFA Online students must read and agree to the academic conduct notice prior to taking a course exam and will be limited to 3 attempts to pass the exam.
 4. Students may request remediation at any time during the course. If they request remediation or have specific questions regarding course content, they will be referred to the TS responsible for the course.
 5. Students will print their certificates electronically after they successfully complete the course.
 6. Courses that are offered in this venue are designated with a “Q” or “U” course code.
- D. Blended/online instructor-led course registration/delivery:
1. Online instructor-led courses will follow the same process as NFA resident course deliveries.
 - a. Course will be advertised on the NFA schedule.

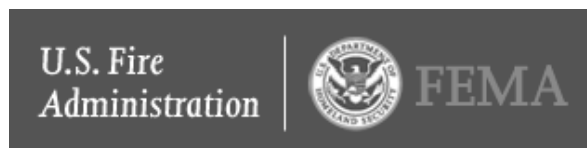
- b. Students will apply through the National Emergency Training Center (NETC) Admissions Office, and admissions staff will review the applications.
- c. NFA Online staff retrieves the roster from the NETC Admissions database and sends notification to the student with instructions on enrolling in the online portion of the course. This is done in advance of the delivery. The TS will coordinate with the NFA Online team on the required time frame needed for students to complete the pre-course work.
- d. A qualified instructor list must be established.
- e. Instructors will be procured through the standard NFA instructor procurement process.
- f. Once instructors are contracted for the blended/online instructor-led offering, the TS must notify the NFA Online team so the elevated role process can be started.
- g. Instructors teaching the blended/online instructor-led offerings must register for a student account within the NFA Online production system and complete the following in order to gain elevated instructor role access to the learning management system.
Note: These tasks will be assigned and the annual requirement will be monitored by the U.S. Fire Administration information systems security officer:
 - Department of Homeland Security (DHS) contractors — Cyber Awareness Challenge 2022.
 - DHS contractors — Privacy at DHS: Protecting Personal Information.
 - NFA Online System Rules of Behavior for Contractors.
- h. Once instructors have successfully completed the process for elevated access, they must attend a 1-hour training session with a member of the NFA Online team to get an overview and training of the course. **Note:** This session is only necessary the first time an instructor teaches the course.
- i. Instructors will download the grades from the system and provide them to the TS, who will forward them to the NETC Admissions Office.

- j. An NFA Online team member will send the TS an email asking for confirmation/verification of grades prior to exporting grades to SAP for student completion status. **Note:** This step **does not** replace the grades transfer by the TS to Admissions. It is only for verification prior to sending the completion status to SAP.
 - k. Upon successful completion of the course, students will be issued an NFA-sponsored course certificate directly from the NETC Admissions Office via email.
 - 2. Courses that are offered in this venue are designated with an “M” course code for online instructor-led delivery or an “R” code for resident delivery.
 - E. It is recognized that with advances in technology, there are many other alternative training venues (i.e., Adobe Connect, Zoom, podcasts, webinars, mobile learning, etc.). Use of any alternative delivery method must be approved by the CMC, and coordinated with the ISS, TS and the NFA Online team.
- VII. Questions:** Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA deputy superintendent at 301-447-1083.



Eriks J. Gabliks
Superintendent
NFA

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National Fire Academy-specific Standard Operating Procedure

Number	Date
400.6	July 2023

Course Maintenance and Distribution

- I. **Purpose:** This National Fire Academy (NFA)-specific standard operating procedure (SOP) outlines the criteria for course maintenance and distribution.
- II. **Supersession:** Replaces NFA-specific SOP 400.6, dated July 2021.
- III. **Authority/Reference:** 15 U.S.C. § 2206 (c) “Powers of Superintendent.”
- IV. **Definitions:** Refer to NFA-specific SOP 100.2.
- V. **Responsibilities:**
 - A. It shall be the policy of the NFA that until such time as an NFA developed course (all formats) is removed from the NFA course catalog, the Training Specialist (TS) shall retain responsibility for its currency and maintenance.
 - B. It shall be the TS responsibility to maintain the course to meet American Council on Education (ACE) credit recommendation and International Association of Continuing Education and Training (IACET) continuing education unit criteria. Any requirements, improvements or recommendations by either ACE or IACET are to be met within their timeframe.
- VI. **Standard Operating Procedures:** It shall be the policy of the NFA that courses will be released for distribution and delivery in accordance with the following procedures:
 - A. Courses may be piloted on- or off-campus until such time as the TS and Instructional Systems Specialist (ISS) recommend to the Curriculum Management Committee (CMC) that it is ready to be released for delivery.
 - B. Courses may be advertised and placed on the semi-annual course call when there are an adequate number of eligible NFA instructors to enable competitive bidding.
 - C. Courses may be released upon the recommendation of the TS and ISS; and when approved for release by the CMC.

- D. In accordance with the Curriculum Management Guide, TS's shall annually review their courses' content to make interim/incremental changes or improvements based on research or activities that occur in their particular discipline (e.g. court decisions, lessons learned, emerging issues). TS's are expected to review end of course student evaluations to identify potential areas for course improvement.
- E. In accordance with the Curriculum Management Guide, all NFA courses shall be reviewed thoroughly every three years. The TS shall identify, in cooperation with the ISS, areas of potential improvement to maintain currency in both content and delivery method.
- F. If end-of-course or local host evaluations identify shortcomings or corrections, the course may be recalled from general circulation and revised upon recommendation of the CMC.
 - 1. The office of the NFA Deputy Superintendent shall be responsible for notifying the state fire service training system(s) that a course has been suspended from advertising on the course call.
 - 2. If the course is recalled, it will be suspended from advertising on the course call until approved/released by the CMC.
- G. TS's, in conjunction with ISS's, shall respond to issues brought forth by instructors or students in their evaluations, class comments or Superintendent's Lunch and make corrections as needed.
- H. Once the course has been reviewed, revised and approved by the CMC, the course version shall be changed to the new date. **Note:** CMC approval is not required for incremental changes. When a new course is added to the course call list, it will also be added to the State Dashboards. This will allow the states to download all course materials, and conduct state sponsored deliveries using their own instructors.

Note: In July 2018, access to the course materials was provided to State Emergency Medical Service Directors. They will work in collaboration with their individual state fire training agency to deliver these courses.

Note: The process identified in F.1. and F.2. above apply here as well.
- I. The NFA will support the maintenance/updating of course content as long as the course is being delivered/sponsored by the NFA; e.g. the NFA is paying for the instructor(s). When the NFA makes the decision to discontinue delivering the course, it will be marked "inactive." However, individual states will still have the ability to continue delivering the course in the "state sponsored" mode and receive certificates as long as the course is available in the State Dashboard.

- J. The TS has the authority to “end-date” a course annually in March. An announcement will be sent to the States notifying them that the course has been end dated, and that it will remain in the State Dashboard until September 30 of that year. The course(s) will be removed from the State Dashboard on September 30.
 - K. States will have 60 days (until November 30) to submit applications and receive NFA certificates for the end dated course(s). After November 30, no NFA certificates will be issued.
 - L. TAPA Branch Staff will notify the NETC Admissions Office that the course has been end dated, and when to stop issuing NFA certificates.
- VII. Questions:** Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent at 301-447-1083.



Eriks J. Gabliks
Superintendent
National Fire Academy

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National Fire Academy-specific Standard Operating Procedure

Number	Date
400.7	July 2023

National Fire Academy Pilot Course Delivery

- I. Purpose:** This National Fire Academy (NFA)-specific standard operating procedure (SOP) outlines the procedures for scheduling and delivering pilot deliveries of NFA courses.

As stated in the NFA Curriculum Management Guide, “one or more pilot tests of the draft training materials, analysis of the pilot test results, and final revision of the materials based upon the results of that pilot testing is critical to the development phase.”

- II. Supersession:** Replaces NFA-specific SOP 400.7, dated July 2021.
- III. Authority/Reference:** 15 U.S.C. § 2206 (c) “Powers of Superintendent.”
- IV. Definitions:** Refer to NFA-specific SOP 100.2.
- V. Responsibilities:** It shall be the policy of the NFA that NFA courses shall be pilot tested in accordance with this SOP.
- VI. Standard Operating Procedures:**
- A. As part of the course development/revision process, Training Specialists (TS) and/or Instructional System Specialists (ISS) identify the need to conduct a pilot delivery of a course.
 - B. The TS/ISS obtain approval to conduct a pilot delivery from the Curriculum Management Committee (CMC).
 - C. The TS/ISS emails the Training, Administration, Planning and Analysis (TAPA) Branch point of contact (POC) with the course title and proposed date.
 - D. The TAPA POC checks the housing/classroom schedule to identify available date(s) for the pilot; finalizes the date with the TS/ISS staff and submits required paperwork to Admissions/Housing to finalize the reservation.
 - E. The TS/ISS emails TAPA staff responsible for instructor procurement with date of delivery and names of instructors as early as possible in the development process. The email must also include whether or not the instructor costs are being funded from the development contract and whether they are being sole sourced.

- F. If instructors are being sole sourced, the TS/ISS must complete the sole source justification document and submit it through their Branch Chief to the TAPA Branch (sample attached). The course offering will be removed from the competitive bidding process upon receipt of the sole source justification document.
 - G. If instructors are being contracted and funded from the course development contract, the same notification process applies as in paragraph E above so TAPA staff can verify the instructors have met all administrative requirements.
 - H. The TS/ISS will prepare a student recruitment notice (sample attached) for the pilot delivery and coordinate with the TAPA POC to have it distributed using social media and posted on the website. The recruitment notice shall include course description, student selection criteria, application instructions and stipend information. **Please Note:** Not all pilot courses are eligible for the stipend reimbursement program, some pilots do not include the bus shuttle between the airport and campus, etc.
 - I. The TS/ISS will be responsible for ensuring that all instructional materials (Instructor Guide and Student Manual) are ready for the pilot delivery and will be responsible for providing materials to the instructor in advance.
- VII. Questions:** Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent at 301-447-1083.



Eriks J. Gabliks
Superintendent
National Fire Academy

Attachments (2)

- 1. Sample Sole Source Justification Document
- 2. Sample Student Recruitment Notice

Nothing in this standard operating procedure shall be construed or implied as to be in conflict with Department of Homeland Security or Federal Emergency Management Agency policies, procedures or instructions, or collective bargaining agreements that are in effect.

**NFA-specific SOP 400.7a – Sample Sole Source Justification
National Fire Academy Instructional Delivery Service Requirements
Micropurchase Threshold (\$10,000 and below)**

Identification of Sole Source Vendor: *Name/Contact Information*

Statement of Availability: *Include period of performance /dates and verification that the sole source vendor is available during this timeframe.*

Description of Service Requirement: *Please indicate if the standard contract instructor statement of work can be used to describe this requirement. If NOT, the requestor must provide a specific description of services sought*

Rationale for Sole Source Selection: *Why is this vendor being singled out for a specific contract award? What uniquely qualifies them for this award?*

Name of Requestor: *Name of Training Specialist/Instructional Systems Specialist*

Supervisory Concurrence: *Branch/Deputy Chief must approve all sole source requests.*

FEMA Sole Source Justification
For Actions: OVER the Micropurchase Threshold (\$10,000)

Date: _____

**Justification for
Other Than Full and Open Competition**

Part I

1. **Agency.** (Identification of Requiring Office, COTR, Address, Agency, Telephone Number, Facsimile Number, Email Address.)
2. **Nature and/or description of the action being approved.** (List the name and address of the proposed contractor(s).)
3. **Description of the supplies or services required to meet the agency's need.** (Provide a detailed description of requirement.)
4. **Estimated value of the acquisition.** (Insert the total estimated value and relevant details of the IGCE.)
5. **Authority for acquiring the supplies or services on other than a full and open competitive basis.** (Check applicable exception and provide a justification to include a demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited below the selection.)

[] Authority is FAR 6.302-1, only one responsible source and no other supplies or services will satisfy agency requirements.

[] Authority is FAR 6.302-2, **unusual and compelling urgency.**

[] Authority is FAR 6.302-5, authorized or required by statute. (Check one.)

- ☐ Qualified Nonprofit Agencies for the Blind or other Severely Disabled— 41 USC 46-48c.
- ☐ Government Printing and Binding—44 USC 501.
- ☐ Sole source award under the 8(a) Program—15 USC 637.
- ☐ Sole source award under the HUBZone Act of 1997—15 USC 657a
- ☐ Sole source award under the Veterans Benefit Act of 2003—15 USC 657f

[] Authority is FAR 8.4, brand name specifications or less than three sources are being considered under Federal Supply Schedule.

Justification:

6. **Additional supporting facts for the acquisition:**

- a. If only one source is the basis for the J&A, explain why technical data packages, statements of work or purchase descriptions suitable to maximize competition to the maximum extent practicable have not been developed or are not available.
- b. If the proposed acquisition is a follow on acquisition, an estimate of the cost to the government that would be duplicated by awarding to a different contractor and how that estimate was derived.
- c. If the new work is a logical follow-on to an original Federal Supply Schedule order was the original order placed in accordance with the applicable Federal Supply Schedule ordering procedures? (Note: The original order must not have been previously issued under sole source or limited source procedures.)
- d. If the basis of a sole source is unusual and compelling urgency, furnish data, estimated cost or other rationale as to the extent of harm to the government if competition were obtained.

7. **Actions taken to removal of barriers to competition.** (Provide a statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.)

I certify this requirement meets the Government's minimum need and that the supporting data, which forms a basis for this justification, is complete and accurate.

Technical Representative

Date

PART II

1. **Description of efforts made to ensure that offers are solicited from as many potential sources as is practicable and listing of the sources, if any that expressed, in writing, an interest in the acquisition.** (Insert details here including whether a notice was or will be publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies.)
2. **Market Research.** ☐ Additional or ☐ no additional market research was conducted to determine potential sources because/or the results were: (provide a description of the market research conducted and the results or a statement of the reason market research was not conducted)
3. **Determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.** I have determined that the anticipated price(s) will be fair and reasonable based on the following: (Insert details here).

Based on the estimated acquisition value identified above, I concur with and approve the above justification:

Contracting Officer's Signature
(Greater than \$100,000)

Date

Office of Chief Counsel
(Reviews Greater than \$100,000
and provide Legal Advice, as applicable)

Date

Competition Advocate's Signature
(Greater than \$550,000)

Date

Head of the Contracting Activity's
Signature
(Greater than \$11,500,000)

Date

Chief of the Procurement Office, DHS
Signature
(Greater than \$57,000,000)

Date

NFA-specific SOP 400.7b - SAMPLE RECRUITMENT NOTICE

The U.S. Fire Administration's National Fire Academy is seeking students to help pilot test the two new 6-day courses in the Fire Inspection Principles series. Fire Inspection Principles I will be held January 24 – 29, 2019 and Fire Inspection Principles II will be held the following week, January 31 – February 5, 2019. Please note that you are required to attend BOTH weeks of training.

Fire Inspection Principles I (P0390): This 6-day course introduces the student to the fundamental methodology for application of fire and life safety codes and standards.

Fire Inspection Principles II (P0391) This 6- day course introduces the student to the fundamental methodology for application of the requirements for fire protection systems, including detection, notification, fire control and extinguishment, and mitigation of fire-related hazards, with special emphasis on fire alarm and fire suppression systems.

Although these courses contain many of the basic principles of code enforcement, more experienced code inspectors and officials may find it useful as a review of essential methodologies and as a useful update to current code enforcement applications. It is not the intent of this course to present specific code requirements, however the focus is more on the methodology of the use of these requirements.

Fire Inspection Principles I (P0390) Course Dates: January 24 – 29, 2019

Fire Inspection Principles II (P0391) Course Dates: January 31 – February 5, 2019

Student Selection Criteria:

- Individuals with at least one year's experience whose primary duties are those of a full-time code enforcement inspector/officer.
- Individuals who have the responsibility to train personnel involved in full-time code enforcement activities.
- Suppression COs responsible for in-service fire code enforcement activities.

NOTE: Special consideration will be given to individuals and departments starting new fire prevention bureaus or preparing an individual as an instructor for a code enforcement training program within their department.

Prerequisites: ICS-100-level and ICS-200-level training. Preferred courses are Q0462 and Q0463, available through NFA Online at [National Fire Academy Self-Study Courses \(fema.gov\)](https://www.fema.gov/nfa-self-study-courses). Chief's signature attests that the applicant has completed this required training.

Here's How to Apply:

Students interested in attending these two pilots must submit the FEMA Form 119-25-1, General Admissions Application available for downloading at: [National Emergency Training Center Online Admissions Application \(fema.gov\)](https://www.fema.gov/nfa-self-study-courses)

Because you are required to attend both of these pilot offerings, please submit TWO applications, one for each course.

Submit your completed applications to the NETC Admissions Office not later than **December 1, 2019** via mail, fax, or email:

NETC Admissions Office
16825 South Seton Avenue
Emmitsburg, MD 21727
Fax: 301-447-1441
Email: netcadmissions@fema.dhs.gov

Do not make plans to attend this course until you have received your acceptance notification from the NETC Admissions Office.

Stipend reimbursement is available for qualified students through the Student Stipend Reimbursement Program following successful completion of the courses.



National Fire Academy-specific Standard Operating Procedure

Number	Date
400.8	July 2023

American Council on Education Credit Recommendations

I. Purpose:

This National Fire Academy (NFA)-specific standard operating procedure (SOP) outlines the procedures involved with the review of NFA courses by the American Council on Education (ACE). Courses presented at NFA are equal in difficulty to those at the college/university level. Although the NFA itself is not an accredited institution, completed NFA courses may contribute credits towards a college degree program.

ACE reviews and issues credit recommendations for new NFA courses and requires that courses be reviewed three years to validate and maintain their previous credit recommendation. NFA courses, along with their credit recommendation are listed in the ACE National Online Guide on their website at:

<http://www2.acenet.edu/credit/?fuseaction=browse.getOrganizationDetail&FICE=300536>

II. **Supersession:** Replaces NFA-specific SOP, dated July 2021.

III. **Authority/Reference:** 15 U.S.C. § 2206 (c) “Powers of Superintendent.”

IV. **Definitions:** Refer to NFA-specific SOP 100.2.

V. **Responsibilities:** This NFA-specific SOP is applicable to all NFA staff. It shall be the Training Specialist (TS) responsibility to maintain/update the courses in their respective curriculum areas to meet ACE credit recommendation criteria. Any requirements, improvements or recommendations by ACE are to be met within the established timeframe.

VI. Standard Operating Procedures:

A. It shall be the policy of the NFA that all newly developed courses will be reviewed by ACE for credit recommendation. Courses that have been awarded an ACE credit recommendation, will be submitted every three years for a re-review to validate and maintain their previous credit recommendation.

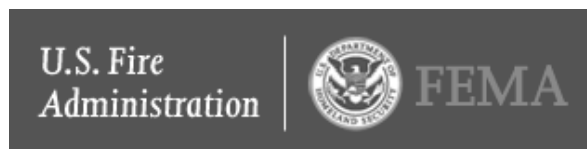
- B. The NFA Training, Administration, Planning and Analysis (TAPA) Branch point of contact (POC) with ACE will prepare a list of courses (both new and re-review) that are due for review. The list will be forwarded to the Branch Chiefs for review with their TS staff. Their recommendations, e.g., whether the course should/should not be added to the ACE review list, will be sent to the Curriculum Management Committee (CMC)/NFA Management Team.
- C. After the CMC has approved the final list, it will be forwarded to ACE to make preparations for the annual review.
- D. The TS in conjunction with the ISS staff shall review all course materials and make any necessary changes to their course(s) prior to the ACE review date.
- E. The NFA TAPA POC will forward the required ACE documents (ACE Course Data Form) to the TS for completion. Completed documents will be sent to the ACE Review Panel for preview prior to the review at the National Emergency Training Center.
- F. The NFA TAPA POC will prepare and submit all necessary documents for the review; e.g., 146 funding document, Statement of Work, Cost Estimate, Security Access Request, Classroom set-up Task Order, etc.
- G. The NFA TAPA POC will request all course materials for each course on the review list from the USFA/NFA Logistics/Administrative Support Contractor.
- H. A “quality check” will be performed by the TS/ISS staff to confirm all materials are ready prior to the review.
- I. Requisite NFA staff will be available during the review dates to answer questions that may surface during the review.
- J. Upon review completion, ACE will submit a final report containing their credit recommendations, which will be forwarded to all staff and will also be included in the NFA course descriptions and NFA catalog.
- K. If NFA chooses to conduct a virtual review, all course materials must be uploaded in electronic format by the ISS/TS.
- L. After approval by the ISS/TS, the TAPA POC will upload the materials to the ACE SharePoint Site.

- VII. Questions:** Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent at 301-447-1083.

A handwritten signature in black ink, appearing to read 'Eriks J. Gabliks', written in a cursive style.

Eriks J. Gabliks
Superintendent
National Fire Academy

Nothing in this standard operating procedure shall be construed or implied as to be in conflict with Department of Homeland Security or Federal Emergency Management Agency policies, procedures or instructions, or collective bargaining agreements that are in effect.



National Fire Academy-specific Standard Operating Procedure

Number	Date
400.10	July 2023

Issuing Continuing Education Units for National Fire Academy Courses

- I. **Purpose:** This National Fire Academy (NFA)-specific SOP outlines the policies and procedures for issuing Continuing Education Units (CEUs) as an Authorized Provider for the International Association of Continuing Education and Training (IACET).
- II. **Supersession:** Replaces NFA-specific SOP 400.10, dated July 2021.
- III. **Authority/References:**
 - A. 15 U.S.C. § 2206 (c) “Powers of Superintendent.”
 - B. NFA Curriculum Management Guide.
 - C. American National Standards Institute (ANSI)/IACET Standard 1-2013.
- IV. **Definitions:** Refer to NFA-specific SOP 100.2.
- V. **Responsibilities:** It shall be the policy of the NFA that all individual courses will be reviewed, and if all IACET requirements are met, the course will be awarded the appropriate number of CEUs. The courses must be in compliance with the guidelines/principles set forth by IACET.
- VI. **Standard Operating Procedures:**
 - A. The CEU is a standard unit of measure. One CEU represents 10 contact hours participation in accordance with IACET standards.
 - B. As a requirement on the “Final Submittal of a New or Revised Course to the Curriculum Management Committee” form, it states that the course must be submitted for CEU review.
 - C. The Training Specialist (TS) will submit a USFA/NFA Logistics/Administrative Support Contract task request to have final course materials sent to the Instructional Systems Specialist (ISS)/CEU Evaluator (Stacey Harmon).

- D. For classroom courses, the CEU Evaluator will:
- 1) Review the course to ensure it meets all of the standard categories identified in the ANSI/IACET Standard for Continuing Education and Training.
 - 2) Complete the “Application for Continuing Education Units” form (see Attachment).
 - 3) Assign the appropriate number of CEUs to the course.
 - 4) Send the application to the TS for approval.
 - 5) Send copies of the approved application to the IACET point of contact (POC), the POC for the NFA catalog/website, and the National Emergency Training Center (NETC) Admissions Office.
- E. For online courses, the CEU Evaluator will:
- 1) Review the course to ensure it meets all of the standard categories identified in the ANSI/IACET Standard for Continuing Education and Training.
 - 2) Prepare a time estimate for course completion based on course components such as static pages, videos, activities and exam questions. The time estimate should be saved along with the CEU application form in the Evaluator’s records.
 - 3) Review the student pilot evaluation forms that collect student times within each module, tabulate and average the time per module, plus time in the final exam to determine an average course time.
 - 4) Consult with the NFAOnline team to cross-check the Evaluator’s time estimate against student reported times and system recorded times.
 - 5) Complete the “Application for Continuing Education Units” form (see Attachment).
 - 6) Assign the appropriate number of CEUs to the course
 - 7) Send the application to the TS for approval.
 - 8) Send copies of the approved application to the IACET POC, the POC for the NFA catalog/website, and the NETC Admissions Office.
- F. For mediated online courses, the CEU Evaluator will:
- 1) Review the course to ensure it meets all of the standard categories identified in the ANSI/IACET Standard for Continuing Education and Training.

- 2) Prepare a time estimate for course completion based on course components such as assigned readings, written responses, research and paper preparation, and exams. The time estimate should be saved along with the CEU application form in the Evaluator's records.
 - 3) Review the student pilot evaluation forms that collect student times per activity each week, tabulate and average the time per module, plus time in the final exam to determine an average course time.
 - 4) Complete the "Application for Continuing Education Units" form (see Attachment).
 - 5) Assign the appropriate number of CEUs to the course.
 - 6) Send the application to the TS for approval.
 - 7) Send copies of the approved application to the IACET POC, the POC for the NFA catalog/website, and the NETC Admissions Office.
- G. The NETC Admissions Office will record the appropriate number of CEUs in the admission's system so the CEUs will be displayed on the student's course completion certificate.
- H. All "Application for Continuing Education Units" forms will be maintained by the IACET POC and made available if requested by IACET.
- VII. Questions:** Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent at 301-447-1083.



Eriks J. Gabliks
Superintendent
National Fire Academy

Attachment - Application for Continuing Education Units Form

Nothing in this standard operating procedure shall be construed or implied as to be in conflict with Department of Homeland Security or Federal Emergency Management Agency policies, procedures or instructions, or collective bargaining agreements that are in effect.

APPLICATION FOR CONTINUING EDUCATION UNITS

Course Code/Title: _____

Course Manager: _____

Type of Course: ☐ Resident ☐ Resident Off-site ☐ Independent Study

- ☐ Course has clear and concise written statements of intended learning outcomes.
- ☐ Learning outcomes are developed from identified needs.
- ☐ The number of planned outcomes is appropriate for the learning activity, course, or program.
- ☐ Outcome statements are clear, concise, and measurable.
- ☐ Learners are informed of intended learning outcomes.
- ☐ Individuals involved in activity, course, or program planning and instruction are qualified by virtue of their education and/or experience.
- ☐ Expertise in subject content and instructional methodologies is used in developing learning activities.
- ☐ Individuals involved in activity, course, and program planning understand and utilize learning outcomes in planning and development.
- ☐ Satisfactory learner completion level identified.
 - Evaluation type: ☐ Written Test ☐ Performance ☐ Other
 - Number of interactive contact hours: _____.

For Resident Courses Only:

- ☐ Instructors are reasonable and consistently effective in meeting learning outcomes and learner expectations.
- ☐ Instructors are provided feedback on their performance.
- ☐ Instructors demonstrate high standards of professional conduct and do not discriminate against learners on the basis of gender, age, socioeconomic or ethnic background, sexual orientation, or disability.

Reviewed/verified in accordance with IACET Standards/Guidelines:

Signature: _____ Date: _____
(Course Manager)

To be completed by Reviewer:

Number of CEU's authorized using IACET guidelines: _____

Name of Reviewer: _____

Signature: _____ Date: _____

National Fire Academy-specific Standard Operating Procedure

Number	Date
400.11	July 2023

National Fire Academy State Dashboard

I. Purpose:

- A. This National Fire Academy (NFA)-specific standard operating procedure (SOP) outlines the policies and procedures for NFA's State Dashboard.
- B. The purpose of the State Dashboard is to provide the State Fire Training Directors and State Emergency Medical Services (EMS) Directors (or their designee) the opportunity to download NFA courses for state-sponsored deliveries.
- C. The State Fire Training Directors were initially given access to the State Dashboard in April 2014. In an effort to expand the outreach and collaborate with our EMS partners, the State EMS Directors were given access to the State Dashboard in July 2018.

II. Supersession: Not Applicable. New NFA-specific SOP created July 2021.

III. Authority/Reference: 15 U.S.C. § 2206 (c) "Powers of Superintendent."

IV. Definitions: Refer to NFA-specific SOP 100.2.

V. Responsibilities: It shall be the policy of the NFA that designated NFA (2- and 6-day) courses are made available in the State Dashboard after they are approved by the Curriculum Management Committee (CMC).

VI. Standard Operating Procedures:

- A. Adding/Removing Courses to/from the State Dashboard:
 1. When a new 2- or 6-day course is approved by the CMC and added to the course call list, it will also be added to the State Dashboard. **Exception:** Courses that require a national-level audience and/or on-campus resources. **Note:** If copyrighted materials are included in the course materials, all copyright approvals must be documented and on file with the USFA/NFA Logistics/Administrative Support contractor.
 2. Each state has direct access to the electronic course materials for courses in the State Dashboard from a password protected web portal. This allows the states to download all course materials and conduct state-sponsored deliveries using their own instructors.

3. The respective Training Specialist (TS) submits a task request for the USFA/NFA Logistics/Administrative Support contractor to package the course contents and create a “Package Contents Sheet.”
4. USFA/NFA Logistics/Administrative Support contract staff notifies the Training, Administration, Planning and Analysis (TAPA) Branch when the course package is ready for upload to the web.
5. TAPA Branch staff uploads the package contents sheet and course package to the State Dashboard area.
6. TAPA Branch staff submits a task request to the Media Production Center to create a one-page informational flyer for the course (sample flyer attached). States may use the flyer to advertise the course.
7. TAPA Branch staff sends the flyer electronically to the states notifying them that a new course has been uploaded to the State Dashboard area.
8. NFA will support the maintenance/updating of course content in the State Dashboard as long as the course is being delivered/sponsored by the NFA. If a course is updated/revised, the new version will be uploaded to the State Dashboard, replacing the old version.
9. When the NFA TS makes the decision to discontinue the delivery of a course (marking it “inactive”), individual states will still have the opportunity to continue delivering the course in the “state-sponsored” mode and receive certificates as long as the course is available in the State Dashboard area.
10. The TS has the authority to “end date” a course annually in March. An announcement will be sent to the States notifying them that the course has been end dated, and that it will remain in the State Dashboard until September 30 of that year. The course(s) will be removed from the State Dashboard on September 30.
11. States will have 60 days (until November 30) to submit applications and receive NFA certificates for the end dated course(s). After November 30, no NFA certificates will be issued.
12. TAPA Branch Staff will notify the National Emergency Training Center (NETC) Admissions Office that the course has been end dated, and when to stop issuing NFA certificates.

B. Providing Access to the State Dashboard:

1. The State Fire Training Director/State EMS Director submits an email to the NFA POC with the name and email address of the individual(s) who should be given access to the State Dashboard area.

2. The State Fire Training Directors and State EMS Directors serve as the authorized parties within their respective states. They provide the NFA with the names of the individuals/designees who should be given password access privileges to the State Dashboard area. Since each course package contains all course materials, including exams, the integrity/security of the exams is an important issue for the states to consider.
3. The NFA POC will set up an account for the individuals designated by the state and send them an email with their user name, password, and instructions on how to access the State Dashboard.
4. The NFA POC will maintain a master list (by state) of all individuals who have access to the dashboard and will retain all of the documentation that authorized each state/individual's access privileges.

C. Student Applications/Certificates:

1. The State Fire Training agency is responsible for submitting the student applications (FEMA Form 119- 25-2) with a cover sheet to the NETC Admissions Office.
2. When a State EMS agency conducts a class, they are responsible for submitting their student applications (FEMA Form 119- 25-2) through the State Fire Training agency to the NETC Admissions Office in order for students to receive certificates.
3. The NETC Admissions Office will email the state-sponsored certificates to the students.
4. These courses are designated with an "O" code.

VII. Questions: Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent at 301-447-1083.



Eriks J. Gabliks
Superintendent
National Fire Academy

Attachment – Sample Informational Flyer for New "O" Course

Nothing in this standard operating procedure shall be construed or implied as to be in conflict with Department of Homeland Security or Federal Emergency Management Agency policies, procedures or instructions, or collective bargaining agreements that are in effect.



New National Fire Academy Courses Added to Your Dashboard

These courses have been added to your State Dashboard. You now have [access](#) to download these course materials and deliver them within your state.



“Leadership in Supervision: Creating Environments for Professional Growth” (O0646)

This two-day course presents the supervisor with the basic leadership skills and tools needed to perform effectively in the fire service environment. The course includes concepts related to a successful transition to supervisory and leadership roles, including concepts of adaptive leadership; change management; active followership; effective communication, including difficult conversations and advocacy-inquiry based dialogue; ethics; authority; power; decision-making; and active engagement through development of a personal plan.



“Leadership in Supervision: Perspectives in Thinking” (O0647)

This two-day course provides the supervisor with the conceptual foundation and framework for success in leadership roles by exploring creative, analytical, political and critical thinking perspectives. The course addresses skills needed for assessing situations from multiple perspectives, making critical decisions, fostering creativity and innovation, and using persuasion.



“Leadership in Supervision: Frameworks to Success” (O0648)

This two-day course provides the supervisor with the knowledge and skills to perform successfully in the fire and Emergency Medical Services environments. The course addresses professionalism, resilience, emotional intelligence, and situational awareness, as well as managing conflict, delegating mentoring, coaching, empowering, and building collaboration and synergy for professional growth.



U.S. Fire Administration
National Fire Academy

National Fire Academy-specific Standard Operating Procedure

Number	Date
400.13	July 2023

Using the FEMA Adobe Connect System with National Fire Academy Online Courses

- I. **Purpose:** This National Fire Academy (NFA)-specific standard operating procedure (SOP) outlines the use of the Federal Emergency Management Agency (FEMA) Adobe Connect system with NFA courses and provides important information relating to responsibilities, setup and training associated with this software.
- II. **Supersession:** Replaces NFA-Specific SOP 400.13, dated July 2021.
- III. **Authority/Reference:** 15 U.S.C. § 2206 (c) “Powers of Superintendent.”
- IV. **Definitions:** Refer to NFA-specific SOP 100.2.
- V. **Responsibilities:** This NFA-specific SOP is applicable to NFA staff, contract instructors and students.
- VI. **Standard Operating Procedures:**
 - A, It shall be the policy of the NFA that, when using the FEMA Adobe Connect system with NFA Online or blended courses, it shall be in accordance with this SOP.
 - B. Responsibilities:
 1. The Training Specialist (TS) or federal-designated representative is responsible for:
 - a. Scheduling Adobe Connect session(s) with the NFA Online team and working with the NFA Online team to ensure the sessions are properly configured.
 - b. Recording each session and distributing recording hyperlink to the course instructors for posting on the applicable system(s).
 - c. Being available during each session to perform general administrative functions, provide technical support, and answer any questions the instructors or students may have.

- d. Ensuring they (or a federal-designated representative) have been formally trained by NFA Online staff on monitoring Adobe Connect sessions.
 - e. Having an active Adobe Connect account with a valid username/password. Must hold a valid FEMA Personal Identity Verification (PIV) card.
- 2. The NFA Online team is responsible for:
 - a. Setting up Adobe Connect sessions and ensuring all elements associated with the sessions are properly configured.
 - b. Providing a hyperlink and call-in bridge information to the requester to distribute to the students and contract instructors.
 - c. Providing training to the TSs, federal-designated representatives and contract instructors.
 - d. Troubleshooting any issues that the TS or federal-designated representative cannot solve on their own.
 - e. Maintaining Adobe Connect policy and job aids for TSs, contract instructors and students.
- C. Training:
 - 1. The NFA Online team offers Adobe Connect training for both TSs (their federal-designated representatives) and contract instructors. Please contact the NFA Online team to schedule this training. Following is a description of each type of training available:
 - a. Adobe Connect monitoring: TS or federal-designated representative who monitors Adobe Connect session(s) in conjunction with a mediated or blended learning course shall participate in a training session lasting approximately one hour. This training will teach all relevant aspects of monitoring an Adobe Connect session, troubleshooting technical issues and recording the sessions.
 - b. Course contract instructors are required to attend Adobe Connect training developed specifically for them. This training provides information on all aspects of Adobe Connect to include key features, login protocol and other relevant information. This training will be offered a minimum of four times per year by the NFA Online team. The dates for this training will be posted on the NFA contract instructor website.

- c. The TS or federal-designated representative will host a “dry run” prior to the first scheduled session for each class. The dry run will consist of contract instructors and TS logging into the Adobe Connect system, developing a plan for the Adobe Connect features that will be used, and how they plan to structure the session(s).
 - d. Students will be trained on Adobe Connect during the first session of each course. The first session will focus on getting students setup (typically, many students will have technical issues during the first attempt to log in to Adobe Connect) and familiarize them with the various features of the system. This training is typically provided by the instructor and/or TS.
- D. Monitoring Adobe Connect sessions:
 - 1. The TS or federal-designated representative will monitor each Adobe Connect session that is offered as part of any course(s) they manage. They will have also been formally trained by NFA Online staff on monitoring Adobe Connect sessions. During each Adobe Connect session, those monitoring sessions will:
 - a. Approve participants as they request permission to join the Adobe Connect session.
 - b. Login to the Adobe Connect session and “bump” course contract instructors to host (contract instructors will initially log in as a guest unless they have a FEMA PIV card).
 - c. Record the Adobe Connect session and distribute the associated recording (hyperlink) to course instructors for dispersal to the participants.
 - d. Prior to recording the session, the Adobe Connect monitor must announce that the session is about to be recorded. If there is any opposition to the recording from a student, then those students who have objected will:
 - 1) Be asked to place their phone on mute.
 - 2) Be instructed to ask any questions they may have via email (or other means that are not recorded as part of the session).
 - e. Troubleshoot any technical issues that may arise, and answer any questions contract instructors/students may have about the system.

- VII. Questions:** Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent at 301-447-1083.

A handwritten signature in black ink, appearing to read 'Eriks J. Gabliks', is positioned above the printed name.

Eriks J. Gabliks
Superintendent
National Fire Academy

Nothing in this SOP shall be construed or implied as to be in conflict with Department of Homeland Security or FEMA policies, procedures or instructions, or collective bargaining agreements that are in effect.

National Fire Academy-specific Standard Operating Procedure

Number	Date
400.14	July 2023

National Fire Academy Online Mediated Course Development and Delivery

- I. **Purpose:** This National Fire Academy (NFA)-specific standard operating procedure (SOP) outlines the policies and procedures associated with the development and delivery of online mediated courses. These web-based courses are conducted online using a learning management system and facilitated by an NFA instructor. Courses typically range from four to six weeks in length. American Council on Education credit recommendations and International Association for Continuing Education and Training continuing education units may be granted for the online mediated courses if they meet the respective organization's requirements/standards.
- II. **Supersession:** Replaces NFA-Specific SOP 400.14, dated July 2021.
- III. **Authority/Reference:** 15 U.S.C. § 2206 (c) "Powers of Superintendent."
- IV. **Definitions:** Refer to NFA-specific SOP 100.2.
- V. **Responsibilities:** This NFA-specific SOP is applicable to NFA staff, contract Instructional System Specialists (ISSs), course developers and instructors.
- VI. **Standard Operating Procedures:**
 - A. It shall be the policy of the NFA that the development and delivery of mediated courses shall be in accordance with this SOP. After the development process is complete, the Curriculum Management Committee (CMC) approves the course for delivery.
 1. The CMC Guide is the overall guiding principle document for all developments. This SOP, or any other SOP, shall not contradict the CMC Guide.
 2. Additionally, the CMC approves all developments, allocates resources, etc. It is the overall governing body for course development and delivery.

B. Development:

1. Prior to contract award, a determination will be made as to whether direct system input or storyboard process will be assigned to the development contract. The Training Specialist (TS) is responsible for requesting an “M” course code from Training Administration Planning and Analysis (TAPA) staff (all mediated course codes start with the letter “M”). TAPA staff are responsible for completing an add sheet and forwarding a copy to the Mediated System Administrator(s).
2. The Mediated System Administrator(s) must attend the initial kick-off meeting to provide the learning management system (LMS) technical requirements and 508 guidance documentation. At the kick-off meeting, the TS/ISS shall provide the timeline for the acceptance/review/approval of course materials for walk-through.
 - a. If direct system input is selected, the contractor must undergo the process of obtaining elevated access to the LMS system, including:
 - 1) Background check.
 - 2) Successful completion of two self-study courses on Department of Homeland Security (DHS) privacy and security.
 - 3) Training on the mediated system course development process.
 - 4) Review and acceptance of the LMS Technical Requirements

Note: All four items must be completed prior to any access being granted for direct system input.

- i. **IMPORTANT:** If direct input is selected, a prototype (module of the course) needs to be reviewed by the Mediated System Administrator(s) or designee for Section 508 compliance and usability; recommendations for compliance and/or usability suggestions are provided to the TS/ISS. **(Note: 10 business days are required for this review process.)**

- ii. Once the prototype module has been approved, the remaining content can be entered into the mediated system by the contractor. The TS/ISS sends notification to the Mediated System Administrator(s) when content is ready for final 508/technical review. The Mediated System Administrator(s) reviews the entire course for 508 compliance and usability/functionality of content. **(Note: 15 business days are required for this review process.)**
 - b. If storyboard process is selected, a storyboard template will be provided and must be used.
 - 1) The TS/ISS shall provide the timeline for the acceptance/review/approval of course material for walk-through.
 - 2) Once the storyboard has been approved by TS/ISS staff, the Mediated System Administrator(s) or designee will work with the TS/ISS to set up a course shell in the mediated system and create a task request through the Program Support Contract with instructions on entering the walk-through course materials into the mediated system. **(Note: 15 to 30 business days from the acceptance of the task request are required for the content input process as well as 15 business days for the technical/508 review for a total of up to 45 business days.)**
 - 3) Once the content process is completed, the Mediated System Administrator(s) will review the entire course for 508/technical accuracy. The NFA Online team requires 15 business days for this review.
3. Once the technical review has been completed, the course content shall be “locked down.” Dates and release conditions are set by the Mediated System Administrator(s) in accordance with TS/ISS direction. At this time, the TS/ISS needs to verify that the course content has been properly entered, the course is operating correctly, dates and release conditions are properly set, and provide the “green light” for pilot.
4. Instructors are identified by the TS/ISS and placed in the course. NFA Online mediated staff will create instructor accounts and provide instructor job aids.

NFA-specific SOP 400.14 – National Fire Academy Online Mediated Course Development and Delivery

5. NFA Online mediated staff obtains a student roster from the Training Information Access System (TIAS) and sets up student accounts. An email is then sent to the student with login information and any other course-specific information provided by the TS. The TS identifies when the email should be sent.
6. At the conclusion of the pilot, the TS/ISS may want to make modifications to the course, and/or development contractor post-pilot revisions may be required. Content changes will be coordinated through the Mediated System Administrator(s). **(Note: 15 to 30 business days are required for this process.)**
7. Following course completion, or Executive Fire Officer Program completion, student accounts will remain in the system indefinitely but will move to inactive status after one year from the last login. Course materials will remain accessible to students/instructors for a minimum of two weeks after course completion and will then be archived.

C. Delivery:

1. Course advertisement and registration: Mediated courses will follow the same process as NFA resident course deliveries.
 - a. Regular course offerings will be advertised on the NFA schedule.
 - b. Students will apply through the National Emergency Training Center Admissions Office, and admissions staff will review the applications.
 - c. At the time designated by the TS prior to class start date, NFA Online mediated staff will add students/instructors to the course, retrieve the roster from TIAS and then set up student accounts in the system.
 - d. NFA Online mediated staff sends an email to students with their login information, temporary password and instructions on how to access the system.
2. Contract instructors: Instructors will be obtained through an acquisition process like the process used for resident instructors.
 - a. The TS will submit a Statement of Work (SOW), Independent Government Cost Estimate, suggested source list or sole source justification to the TAPA staff for each mediated course eight weeks prior to course start date.
 - b. A qualified instructor list must be established.

NFA-specific SOP 400.14 – National Fire Academy Online Mediated Course Development and Delivery

- c. Instructors will follow the SOW that is specific to mediated course delivery.
- 3. Course completion:
 - a. At the conclusion of the course, the TS (or designated federal staff) will be responsible for exporting any student data (discussion posts, papers, final examinations, etc.).
 - b. Contract instructors will download student grades from the system and provide them to the TS.
 - c. The TS forwards grades and final roster to the Admissions Office.
 - d. Students will be issued an NFA-sponsored certificate directly from the Admissions Office via email.
- 4. Mediated licenses: Once a student is enrolled and logs into the LMS, a license will be assigned to the student for a period of one year. After a year of inactivity (no logins for more than a year), the license can then be rolled over to another student.

VII. Questions: Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent at 301-447-1083.



Eriks J. Gabliks
Superintendent
National Fire Academy

Nothing in this SOP shall be construed or implied as to be in conflict with DHS or Federal Emergency Management Agency policies, procedures or instructions, or collective bargaining agreements that are in effect.



National Fire Academy-specific Standard Operating Procedure

Number	Date
400.15	July 2023

NFACourses Admin Web-Based Application

- I. **Purpose:** This National Fire Academy (NFA)-specific standard operating procedure (SOP) describes the functions, administration, and roles of the NFACourses Admin web-based application, also known internally as the backend application. This application is used to set the schedule for NFA on- and off-campus courses, to give access to course materials, to obtain instructor bids, to create and publish instructor awards, to evaluate courses and instructors, to maintain lists, to create correspondence, and to print various reports.
- II. **Supersession:** Replaces NFA-specific SOP 400.15, dated July 2021.
- III. **Authority/Reference:** 15 U.S.C. § 2206 (c) “Powers of Superintendent.”
- IV. **Definitions:** Refer to NFA-specific SOP100.2.
- V. **Responsibilities:** This NFA-specific SOP is applicable to employees of the NFA.
- VI. **Standard Operating Procedures:** The functions described in this section correspond to the NFACourses Admin application screens. Each user has access to the functions/screens that have been predetermined according to their position.
 - A. Functions:
 - a. Courses & instructors.
 - i. Schedule. NFA course schedule is developed and maintained by Training, Administrative, Planning & Analysis (TAPA) staff. This screen allows the schedule to be filtered and viewed.

- ii. Courses. All courses offered by NFA are represented by a record in the NFACourses system. This record contains the course code, the course name, the status of the course, the delivery type, the long-term evaluation period, the number of seats available per offering, the curriculum to which it belongs, bidding information, social media promotional information, continuing education credits (CEUs) associated with the course, application information URLs, American Council of Education (ACE) recommendations, the course description, prerequisites, post-course requirements, selection criteria, and student comments about the course.
- iii. Offerings. Offerings are created by TAPA staff by selecting the course, delivery type, and dates for which a course is to be offered.
- iv. Bidding periods. Four established bid periods are set throughout the year that coincide with the course schedule. Special bid periods can also be set. Instructors bid through their instructor dashboard for course offerings set in the specified bid period. NFA instructors submit bids for instructional services for those courses they are eligible to teach.
- v. Instructors. Instructor dashboards are created. This includes profile information, administrative information, eligibilities/roles. Can also view biography and review changes. Ability to e-mail instructors by filtering. Also have ability to e-mail instructors during the four established bid periods.
- vi. Bids. Instructor bids are recorded for course offerings/roles.
- vii. Awards. Instructor awards are recorded for course offerings/roles.
- b. Course call.
 - i. Dashboard. This dashboard displays open course call request periods and allows for management of upcoming request periods. Request periods—request periods (or course call periods) are created by NFA staff. Also, displays by state and region the status of courses requested and the submit date and contact.
 - ii. Request periods. These periods are set by NFA staff.
 - iii. Two-Day on-campus dates. These dates are set by NFA staff for the State Weekends after taking into consideration the dates requested by each state.

- iv. State/regional contacts. The list contains training directors, EMS training directors and other state and regional contacts for NFA courses. Contacts appear on reports and can be emailed through the system.
- c. Training specialist management.
 - i. Dashboard. Displays open request periods and associated dates. Also, NFA training specialists, their curriculum areas, number of course requests for the current course call and submit date are displayed.
 - ii. Request periods.
 - iii. Six-day course dates. Offerings and dates are entered in these screens to create the NFA schedule.
 - iv. Ten-day course. Offerings and dates are entered in these screens to create the NFA schedule.
 - v. Training specialists. NFA training specialists are identified, assigned curriculum areas, and their usernames and emails are recorded through this screen.
- d. Training specialist portal.
 - i. Course call request. Displays open course call information.
 - ii. Courses and downloads. Provides access to all NFA course files available for download.
 - iii. Offerings, awards, and evaluations. Provides access to information about offerings, instructor awards, and course evaluation reports.
- e. Evaluations.
 - i. Evaluation inbox – All NFA evaluations containing comments go to the evaluation inbox for review by TAPA evaluation staff. Evaluation staff read the comments and accept the evaluation. Evaluations, once accepted, go into the reports. Evaluations without comments go directly to reports without going through the inbox.

- ii. End-course evaluations—All online end-of-course evaluations since December 2005 can be accessed through this screen. Additionally, logins for each offering are created and managed by clicking the “Create logins” button.
 - iii. Long-term evaluations—All long-term evaluations (LTE) since March 2007 can be accessed through this screen. Additionally, long-term evaluations can be initiated by clicking the “Create LTE” button and entering student and supervisor contact information.
 - iv. Distance learning evaluations—All distance learning evaluations since March 2011 can accessed through this screen.
 - v. Form editor—NFA evaluations, once approved by OMB, are edited and updated through this screen.
- f. Reports.
- i. Course/offering reports
 - 1. Course report
 - 2. Course checklist report
 - 3. Tracking checklist report – Provides listing of all course offerings. This report can be filtered by course code/name, start/end date, delivery type, curriculum area, city/state/region.
 - 4. Precount report
 - ii. Course call reports
 - 1. Course Coordination plan report
 - 2. Course request report
 - 3. State/regional contact report
 - iii. Bid/award reports
 - 1. Bid summary report – Provides consolidated lists of instructor bids. Can be filtered by course code/name, start/end date, delivery type, curriculum area, city/state/region, instructor.
 - 2. Bidders and awards report – Provide consolidated lists of instructor bids and annotates instructor award. Can be filtered by course code/name, start/end date, delivery type, curriculum area, city/state/region, instructor.

3. Eligibilities report – Provides reports related to all instructor eligibilities. Can be filtered by course code/name, delivery type, curriculum, and individual instructor. Reports can be filtered to show instructor roles, pending case, active/inactive, instructor profile details.
 4. Conflicts report – Provides a report to show if there is an overlap with instructor awards. Can be filtered in different ways; however, normally filter by date range after a bidding period has closed and instructors awarded offerings/roles for that bid period. Report is checked for conflicts prior to publishing awards.
- iv. Financial reports
1. Instructor report – Awards itemized by instructor. Can be filtered various ways.
 2. Course report – Awards itemized by course. Can be filtered various ways.
 3. Schedule report – Awards itemized by course offering. Can be filtered by various ways.
 4. Geographic report – Awards itemized by location. Can be filtered by various ways.
- v. End-of-course evaluation reports.
1. Single evaluation report – provides each response entered on an individual End of Course Evaluation.
 2. Annual report – provides the aggregate data for a selected course and time frame, excluding comments.
 3. Offering report – Provides the aggregate data for an individual course offering, including comments.
 4. Instructor report – provides average score for all instructor specific questions as well as the index score for a selected instructor. The aggregate scores for all NFA instructors are also provided. This report may be filtered by city, state, course, delivery type, curriculum, and instructor role.
 5. Export – provides the raw end of course evaluation data in csv format for a selected period of time. This report may be filtered by curriculum, course code, city, and state.
- vi. Long-term evaluation reports.
1. Student single evaluation report – provides each response entered on an individual student evaluation.

2. Student aggregate – report provides the aggregate student data for a selected time frame, excluding comments. This report may be filtered by course code.
 3. Supervisor single evaluation report – provides each response entered on an individual supervisor evaluation.
 4. Supervisor aggregate report – provides the aggregate supervisor data for a selected time frame, excluding comments. This report may be filtered by course code.
 5. Quarterly/annual statistics report—provides a subset of data from the student and supervisor Long Term Evaluations for a selected time period.
 6. Static questionnaire export– provides the raw Long Term Evaluation data in csv format for a selected period of time for either students or supervisors. This report may be filtered by curriculum, course code, city, and state.
- vii. Distance learning evaluation reports.
1. Single evaluation report – provides each response entered on an individual distance learning evaluation.
 2. Aggregate report – provides the aggregate supervisor data for a selected time frame, including comments. This report may be filtered by course code.
- viii. Letters/labels.
1. Course coordination plan labels
 2. Eligibility labels
 3. State/regional contact labels
 4. Award letters – Letters are printed out for purpose of checking for instructor conflicts prior to publishing awards after an open bidding period.
- ix. Correspondence. Provides a record of Long Term Evaluation correspondence letters sent by the system.
- g. Settings.
- i. Email notification
 - ii. Lists (comprised of three categories: airports/curriculum/instructor role). Instructor role list is used to create a new instructor role for a particular curriculum.

B. Administration:

- a. System Access. All requests for user access (changes/new) should be sent to the application point of contact (POC) within the TAPA Branch. This request must include the following:
 - i. Completed and signed USFA Web Farm Rules of Behavior form (ROB).
 - ii. FEMA UserID - The FEMA UserID can be found by the user here: <https://sso.fema.net/feims/#/home>
 - iii. Job position – this determines the level of system access to be granted. In order to maintain system security access is limited by job function.
- b. Reporting System Errors. System errors should be reported to the application POC within the TAPA Branch. The POC reports errors to the USFA Web Farm Program Manager through the email USFA-APPS@fema.dhs.gov. This process allows TAPA and the Web Farm Program Manager to track and prioritize fixes and updates to the application.

C. Roles: The role(s) assigned to each user determines the functions/screens that the user can access. These roles are as follows:

- a. Administrator.
 - i. Root
- b. Course call.
 - i. Dashboard
 - ii. Course call
 - iii. Course call request periods
 - iv. Two-day on-campus dates
 - v. Course call contacts
 - vi. Reports
 - vii. Reports: Courses

- viii. Reports: Course checklist
- ix. Reports: Tracking checklist
- x. Reports: Course coordination plans
- xi. Reports: Course requests
- xii. Reports: Course call contacts
- xiii. Lists
- xiv. Courses (view only)
- xv. Courses (auto-complete only)
- xvi. Instructors (auto-complete only)
- c. Course call support.
 - i. Dashboard
 - ii. Offerings
 - iii. Course call
 - iv. Course call request periods
 - v. Two-day on-campus dates
 - vi. Course call contacts
 - vii. Reports
 - viii. Reports: Course checklist
 - ix. Reports: Tracking checklist
 - x. Reports: Course coordination plans
 - xi. Reports: Course requests
 - xii. Reports: Course call contacts
 - xiii. Reports: Eligibilities

- xiv. Reports: Letters and labels
- xv. Lists
- xvi. Courses (view only)
- xvii. Courses (auto-complete only)
- xviii. Instructors (auto-complete only)
- d. Evaluations.
 - i. Dashboard
 - ii. Evaluations inbox
 - iii. End-of-course evaluations
 - iv. Long-term evaluations
 - v. Distance learning evaluations
 - vi. Evaluation form editor
 - vii. Reports
 - viii. Reports: Tracking checklist
 - ix. Reports: Bidders and awards
 - x. Reports: Eligibilities
 - xi. Reports: Financial
 - xii. Reports: End-of-course evaluations
 - xiii. Reports: End-of-course export
 - xiv. Reports: Long-term evaluations
 - xv. Reports: Distance learning evaluations
 - xvi. Correspondence
 - xvii. Correspondence report

- xviii. Courses (view only)
- xix. Offerings (view only)
- xx. Courses (auto-complete only)
- xxi. Instructors (auto-complete only)
- e. Instructors.
 - i. Dashboard
 - ii. Schedule
 - iii. Courses
 - iv. Offerings
 - v. Instructors
 - vi. Bidding periods
 - vii. Bids and awards
 - viii. Reports
 - ix. Reports: Tracking checklist
 - x. Reports: Precount
 - xi. Reports: Course requests
 - xii. Reports: Course call contacts
 - xiii. Reports: Bid summary
 - xiv. Reports: Bids and awards
 - xv. Reports: Eligibilities
 - xvi. Reports: Conflicts
 - xvii. Reports: Financial
 - xviii. Reports: End-of-course evaluations

- xix. Reports: Long-term evaluations
- xx. Reports: Distance learning evaluations
- xxi. Reports: Letters and labels
- xxii. Lists
- xxiii. Training specialists (view only)
- xxiv. Instructors (auto-complete only)
- f. Manager.
 - i. Dashboard
 - ii. Reports
 - iii. Reports: Financial
 - iv. Reports: Financial - Instructor report
 - v. Reports: Financial - Course report
 - vi. Reports: Financial - Schedule report
 - vii. Reports: Financial - Geographic report
 - viii. Reports: Distance learning evaluations
 - ix. Reports: Distance learning evaluations: Single evaluation report
 - x. Reports: Distance learning evaluations: Aggregate report
 - xi. Reports: End-of-course evaluations
 - xii. Reports: End-of-course evaluations - Single evaluation report
 - xiii. Reports: End-of-course evaluations - Annual report
 - xiv. Reports: End-of-course evaluations - Offering report
 - xv. Reports: End-of-course evaluations - Instructor report
 - xvi. Reports: End-of-course evaluations - Export

- xvii. Reports: Long-term evaluations
- xviii. Reports: Long-term evaluations - Student single evaluation report
- xix. Reports: Long-term evaluations - Student aggregate report
- xx. Reports: Long-term evaluations - Supervisor single evaluation report
- xxi. Reports: Long-term evaluations - Supervisor aggregate report
- xxii. Reports: Long-term evaluations - Status distribution report
- xxiii. Reports: Long-term evaluations - Quarterly/annual statistics report
- xxiv. Reports: Long-term evaluations - Course objectives (count) export
- xxv. Reports: Long-term evaluations - Static questionnaire export
- xxvi. Reports: Bid/award reports
- xxvii. Reports: Bid/award reports - Bidders and awards report
- xxviii. Reports: Bid/award reports - Eligibilities report
- xxix. Courses (auto-complete only)
- xxx. Instructors (auto-complete only)
- g. Schedule.
 - i. Dashboard
 - ii. Schedule
 - iii. Courses
 - iv. Offerings
 - v. Course call
 - vi. Training specialist course call
 - vii. Training specialist request periods
 - viii. Six-day on-campus dates

- ix. Ten-day on-campus dates
- x. Training specialists
- xi. Reports
- xii. Reports: Courses
- xiii. Reports: Bids and awards
- xiv. Reports: Financial
- xv. Reports: End-of-course evaluations
- xvi. Reports: Long-term evaluations
- xvii. Reports: Distance learning evaluations
- xviii. Instructors (auto-complete only)

VII. Questions: Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent at 301-447-1083.



Eriks J. Gabliks
Superintendent
National Fire Academy

Attachment (1)
400.15a - USFA Form 140-1-4 Web Form Rules of Behavior

Nothing in this SOP shall be construed or implied as to be in conflict with Department of Homeland Security or Federal Emergency Management Agency policies, procedures or instructions, or collective bargaining agreements that are in effect.

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
**RULES OF BEHAVIOR FOR USERS OF THE
UNITED STATES FIRE ADMINISTRATION WEB FARM SYSTEM**

The following rules of behavior apply to all Department of Homeland Security (DHS) employees and contractors who use the United States Fire Administration (USFA) Web Farm System.

The rules of behavior apply to all hardware and software used in the development, operations, and maintenance of the USFA Web Farm System and are intended to supplement the general rules of behavior regarding DHS systems and IT resources.

These rules of behavior are consistent with IT security policy and procedures within DHS Management Directive 140-1 (Information Technology Systems Security), DHS Sensitive Systems Policy Directive 4300A, and DHS 4300A Sensitive Systems Handbook.

The rules of behavior apply to users at their primary workplace and at any alternate workplaces (e.g., telecommuting from home or from a satellite site). They also apply to users on official travel.

USFA Web Farm System Access

- * I understand that I am given access to only those USFA Web Farm System components for which I require access to perform my official duties.
- * I will not attempt to access USFA Web Farm System components that I am not authorized to access.
- * I will notify my supervisor and/or application point of contact and the USFA Web Farm System Steward when I no longer require access to USFA Web Farm System components to perform my official duties.

USFA Web Farm Passwords and Other Access Control Measures

- * I will choose strong passwords that:
 - are at least eight characters long
 - have a combination of letters (upper-and lower-case), numbers, and special characters
 - are not the same as the previous 8 passwords
 - do not contain any dictionary word
 - do not contain any proper noun or the name of any person, pet, child, or fictional character, nor any employee serial number, Social Security Number, birth date, phone number, or any information that could be readily guessed about the creator of the password
 - do not contain any simple pattern of letters or numbers, such as "qwerty" or "xyz123"
 - are not any word, noun, or name spelled backwards or appended with a single digit or with a two-digit "year" string, such as 98xyz123
 - are not the same as the UserID
- * I will protect passwords from disclosure. I will not share passwords. I will not provide my password to anyone, including system administrators. I will not record passwords on paper or in electronic form and store them on or with DHS workstations, laptop computers, or Personal Electronic Devices (PEDs). To prevent others from obtaining my password via "shoulder surfing," I will shield my keyboard from view as I enter my password.
- * I will promptly notify the USFA Web Farm System Steward and Information System Security Officer (ISSO) and change my password whenever the compromise of that password is known or suspected.
- * I will not attempt to bypass access control measures.

USFA Web Farm Data Protection

- * I will use only government owned/furnished equipment (e.g., workstations, laptops, PEDs) to access USFA Web Farm System components and information that are not authorized for public disclosure without restriction; I will not use personally owned equipment. "Government owned/furnished equipment" is equipment controlled or owned and maintained by any U.S. local, state, territory, tribal, or federal government entity; or, corporate equipment owned and maintained by a U.S. company contracted to provide services to DHS/FEMA under local, state, territory, tribal or federal government contracts.
- * I understand that the USFA Web Farm System is a Privacy Sensitive System that collects, uses, or maintains Personally Identifiable Information (PII) that must be protected from disclosure to unauthorized persons or groups.
- * I will protect PII collected, used, or maintained by the USFA Web Farm System in accordance with:
 - the DHS Privacy Office's Handbook for Safeguarding Sensitive PII at DHS
http://dhsconnect.dhs.gov/org/comp/priv/pta/Documents/privacy_guide_spII_handbook.pdf
 - FEMA Privacy Training
http://on.fema.net/components/msb/ocao/Documents/PRIVACY%20AWARENESS%20TRAINING%20101full%20version_Oct%202010.pdf

- * I understand that any information processed by the USFA Web Farm System that is not specifically authorized for public disclosure is considered sensitive information, and I will protect sensitive information from disclosure to unauthorized persons or groups.
- * I will protect all types of information processed by the USFA Web Farm System (information authorized for public disclosure without restriction, sensitive information, and PII) from erroneous manipulation or alteration.
- * I will only use information processed by the USFA Web Farm System that is not specifically authorized for public disclosure to perform my official duties.
- * I will log off or lock my workstation or laptop computer, or I will use a password-protected screensaver, whenever I step away from my work area, even for a short time; I will log off when I leave for the day. Specific procedures for logging off, locking workstations, and enabling password-protected screensavers are published in DHS 4300A Sensitive Systems Handbook, Attachment I Workstation Logon.

USFA Web Farm Software

- * I agree to comply with all software copyrights and licenses.
- * I will only use software procured for the USFA Web Farm System to perform my official duties for the USFA Web Farm System. Personal use of software is not authorized.
- * I will not install or use unauthorized software (this includes software available for downloading from the Internet, software available on DHS networks, and personally owned software) on any USFA Web Farm System component.

USFA Web Farm Remote Access

- * I understand that remote access to the USFA Web Farm System is only permitted via the FEMA iPass Corporate Access TM service remote access system; I will not use any other method for remote access to the USFA Web Farm System.

Incident Reporting

- * I will promptly report IT security incidents, e.g., compromise of passwords, disclosure of PII or other sensitive data to unauthorized persons or groups, etc.
- * I will follow incident response and reporting procedures as described in FEMA Instruction 1540.1, Management of Information Technology Security Incidents and DHS 4300A Sensitive Systems Handbook, Attachment F, Incident Response and Reporting.

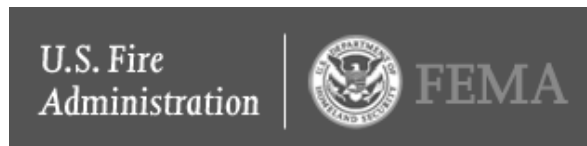
Accountability

- * I understand that I have no expectation of privacy while using the USFA Web Farm System.
- * I understand that I will be held accountable for my actions while accessing and using the USFA Web Farm System.

Acknowledgment Statement

I acknowledge that I have read the rules of behavior, I understand them, and I will comply with them. I understand that failure to comply with these rules could result in verbal or written warning, removal of system access, reassignment to other duties, criminal prosecution, or termination.

_____	_____	_____
Name of User (Printed)	User's Phone Number	User's E-mail Address
_____	_____	
Organization	Location or Address	
_____	_____	_____
Supervisor's Name	Supervisor's Phone Number	Supervisor's E-mail Address
_____	_____	
User's Signature	Date	



National Fire Academy-specific Standard Operating Procedure

Number	Date
500.1	July 2023

Contract Instructor Recruitment and Selection

- I. **Purpose:** This National Fire Academy (NFA)-specific standard operating procedure (SOP) outlines the administrative procedures for the recruitment, selection and placement of eligible instructors for NFA courses.
- II. **Supersession:** Replaces NFA-specific SOP 500.1, dated July 2021.
- III. **Authority/Reference:** 15 U.S.C. § 2206 (c) “Powers of Superintendent.”
- IV. **Definitions:** Refer to NFA-specific SOP 100.2.
- V. **Responsibilities:** It shall be the policy of the NFA that instructor recruitment and selection shall be in accordance with this SOP. Variations from the specific procedures are permitted when in the best interest of the government (FAR Subpart 1.102 (d)).
- VI. **Standard Operating Procedures:**
 - A. Instructor application review and processing:
 1. The instructor candidate submits their application package to the NFA instructor applicant mailbox: fema-nfainstructorapp@fema.dhs.gov or directly to the training specialist (TS). **Please note:** This is a shared mailbox.
 2. The appropriate branch administrative staff forwards the application package to the appropriate TS for review to determine if all of the required documents were provided and sends an email within **5** business days to the instructor candidate to confirm receipt of their application package.

Please note: The required documentation may vary for each course and/or curriculum area. Please reference the following link for course specific requirements: <https://www.usfa.fema.gov/nfa/about/contract-instructors/teach-for-nfa.html>.
 3. If the application package is incomplete, the administrative staff creates a list of deficiencies and sends the application package back to the instructor candidate via email with a CC to the administrative staff.

4. If the application package is complete, the administrative staff will forward it with a check to the appropriate TS who will compare the applicant credentials to the published instructor qualification criteria. This must be completed within **15** working days (except for vacation, travel, deployment and illness).
 5. If the TS does not approve the instructor candidate's application package, the administrative staff will craft a rejection email and send it to the TS to send to the applicant.
 6. If the TS approves the candidate instructor's application, they forward the instructor name, address, phone number(s), email address, appropriate course name, course code and role(s) to the appropriate branch administrative staff. The appropriate branch administrative staff then enters the information into the NFA Instructor Tracker/Enterprise Shared Workspace (ESW).
 7. A CC copy of the acceptance status letter is sent to the Training, Administration, Planning and Analysis (TAPA) Branch, which is responsible for coordinating the administrative requirements.
 8. Please note: The TS is responsible for coordinating the student "Special Admit" process through their branch chief for approval and also making the necessary arrangements to evaluate their technical expertise and teaching performance.
- B. Administrative requirements: The TAPA Branch point of contact (POC) will pull the approved instructor contact information from the NFA Instructor Tracker/ESW and initiate the Suitability Determination/National Crime Information Center (NCIC) check process.

Suitability determination/NCIC check:

1. Effective Oct. 10, 2019, by direction of Federal Emergency Management Agency (FEMA) Personal Security Division, Office of the Chief Security Officer, we are only required to process an NCIC check for NFA instructors to be conducted every 6 months.
2. TAPA Branch POC will contact instructors (applicant or current) to request the necessary personally identifiable information (PII) for the NCIC check. Must complete and sign FEMA Facility Access Request Form, FEMA form FF-900-FY-21-100, which includes full name, date of birth, place of birth and Social Security number prior to the expiration of a previous NCIC check.

Please note: The time frame for the approval process of an NCIC check ranges from 24 to 72 hours.

System for Award Management (SAM):

1. All potential new NFA instructors must register in the System for Award Management (SAM) and have a valid registration before they can contract with the government. Specific instructions regarding SAM registration can be found at www.sam.gov. **Note:** Instructors must update their SAM registration annually.
2. The TAPA Branch POC will send reminder emails at 30, 60 and 70 days to inquire about the instructor candidate's status in providing PII and also the SAM registration requirements. If after 70 days the TAPA Branch POC has not received a reply from the candidate instructor, an email message will be sent to the TS to notify them. The TS will follow up with the candidate instructor to confirm their continued interest in becoming an NFA instructor and to inform them that they will be removed from the process if the requirements are not completed within the next 10 days.

C. Final approval/notification to bid:

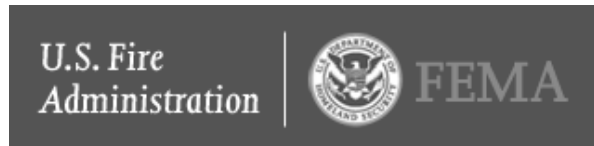
1. After the candidate instructor has met all of the administrative requirements, the TAPA Branch POC will notify the TS for final approval with a CC to the administrative staff.
2. The branch administrative staff will initiate a task request for the U.S. Fire Administration (USFA)/NFA Program Support Services contractor to send a complete set of the course materials to the new instructor.
3. The TAPA Branch will add the new instructor and their course eligibilities into the NFACourses system. This will provide the new instructor with immediate access to a web-based instructor portal where they can view instructional opportunities, submit bids, view end-of-course evaluation reports and download instructor guide materials.
4. The TAPA Branch will send the new instructor an email with bidding instructions and other pertinent information. **Please note:** Existing instructors who receive added course eligibilities will also receive an email notification.
5. Additional notes: All instructor applications/supporting documentation will be maintained in a central repository by the branch administrative staff.

- VII. Questions:** Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA deputy superintendent at 301-447-1083.

A handwritten signature in black ink, appearing to read "Eriks J. Gabliks". The signature is fluid and cursive, with the first name "Eriks" being more prominent.

Eriks J. Gabliks
Superintendent
National Fire Academy

Nothing in this SOP shall be construed or implied as to be in conflict with Department of Homeland Security or FEMA policies, procedures or instructions, or collective bargaining agreements that are in effect.



National Fire Academy-specific Standard Operating Procedure

Number	Date
500.4	July 2023

Administrative Requirements for National Fire Academy Contract Instructors and Subject Matter Experts

- I. **Purpose:** This National Fire Academy (NFA)-specific standard operating procedure (SOP) outlines the administrative procedures that NFA contract instructors and subject matter experts (SMEs) must comply with to maintain eligibility to teach and/or participate in course development activities for NFA courses. Also see NFA-specific SOP 500.1, Contract Instructor Recruitment and Selection.
- II. **Supersession:** Replaces NFA-specific SOP 500.4, dated July 2021.
- III. **Authority/References:** 15 U.S.C. § 2206 (c) “Powers of Superintendent.”
- IV. **Definitions:** Refer to NFA-specific SOP 100.2.
- V. **Responsibilities:** This NFA-specific SOP is applicable to all contract instructors and SMEs.
- VI. **Standard Operating Procedures:**
 - A. Contract Instructors:
 1. After the candidate instructor is recommended to teach by the Training Specialist (TS), their contact information is entered into the NFA Instructor Tracker/Enterprise Shared Workspace, and the Training, Administration, Planning and Analysis (TAPA) Branch staff initiates the Suitability Determination/National Crime Information Center (NCIC) Check process, which includes:
 - a. Suitability Determination/NCIC Check:
 1. Effective October 10, 2019, by direction of FEMA Personal Security Division (PSD), Office of the Chief Security Officer (OCSO) we are only required to process a NCIC check for NFA Instructors to be conducted every six (6) months.

2. TAPA Branch point of contact (POC) will contact instructors (applicant or current) to request the necessary personally identifiable (PII) information for the NCIC check. Must complete and sign FEMA Facility Access Request Form, FEMA form FF-900-FY-21-100, which includes: full name, date of birth, place of birth, and social security number prior to the expiration of a previous NCIC check.
3. Please note: The timeframe for the approval process of an NCIC check ranges from 24 – 72 hours.

b. System for Award Management (SAM):

1. All potential new NFA Instructors must register in the SAM and receive a Unique Entity ID (UEI) # registration before they can contract with the government. Specific instructions regarding SAM registration can be found at www.sam.gov. **Note:** Instructors must renew their SAM registration each year. (Registrations expire one year after being submitted for processing in SAM)
2. After all administrative requirements are met, the instructor will receive a letter from the Branch Chief informing them of their eligibility to teach.
3. The TAPA Branch staff will send the new instructor an email with bidding instructions and other reference information.

B. Subject Matter Experts (SMEs):

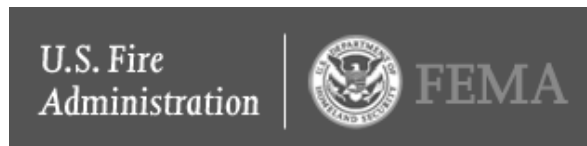
1. All SMEs must secure a favorable Background Suitability Determination, step A.1.a. above applies. To initiate this process, the NFA Instructional Systems Specialist provides the TAPA Branch POC with the contact information for the SME candidate.
2. Any SME contracting directly with the Federal Government must also register in SAM, steps A.1.b. above apply.

- VII. Questions:** Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent at 301-447-1083.

A handwritten signature in black ink, appearing to read 'Eriks J. Gabliks', written in a cursive style.

Eriks J. Gabliks
Superintendent
National Fire Academy

Nothing in this standard operating procedure shall be construed or implied as to be in conflict with Department of Homeland Security or Federal Emergency Management Agency policies, procedures or instructions, or collective bargaining agreements that are in effect.



National Fire Academy-specific Standard Operating Procedure

Number	Date
600.1	July 2023

Course Delivery Partnerships

- I. **Purpose:** This National Fire Academy (NFA)-specific standard operating procedure (SOP) describes the framework where the NFA will enter formal partnerships with other organizations and agencies to deliver courses.
- II. **Supersession:** Replaces NFA-specific SOP 600.1, dated July 2021.
- III. **Authority/Reference:** 15 U.S.C. § 2206 (c) “Powers of Superintendent.”
- IV. **Definitions:** Refer to NFA-specific SOP 100.2.
- V. **Responsibilities:** It shall be the policy of the NFA that it will use a state fire training agency as identified by legislation or statute to deliver its sponsored training.
- VI. **Standard Operating Procedures:**
 - A. For NFA sponsored training, the NFA shall use contract instructors who deliver courses to meet American Council on Education (ACE) and International Association of Continuing Education and Training (IACET) standards. The rigorous standards and processes that NFA employs to recruit, vet, evaluate and retain NFA instructors are an important element in maintaining NFA’s academic rigor, integrity and credibility, as well as NFA’s curriculum requirements with ACE and IACET. **Note:** Students who successfully complete NFA-sponsored courses are eligible to earn an NFA-sponsored end-of-course certificate and may be eligible for ACE and IACET credit.
 - B. For enfranchised course deliveries, state fire training systems and/or other state/local, tribal and military organizations that wish to deliver designated NFA enfranchised courses at their location must comply with NFA-specific Standard Operating Procedure 400.12/National Fire Academy Enfranchised Course Delivery Process, including the Official Letter of Agreement.
 - C. State fire training agencies may use their certified instructors and may teach to national consensus standards. **Note:** Students who successfully complete state-sponsored courses are eligible to earn a state-sponsored end-of-course certificate but are not eligible for ACE or IACET credit.

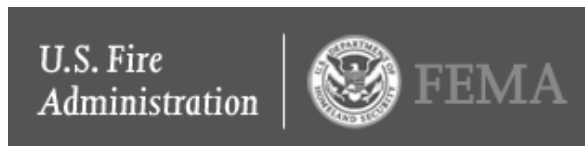
- D. The NFA and the state fire training systems collect student attendance and performance records and maintain them in accordance with The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).
- E. Any organization that wishes to formally partner with the NFA shall meet this standard and be able to provide proof of same.
- F. Federally appropriated funds may not be used to assist non-governmental organizations to develop or deliver training for which non-governmental organizations received a Federal grant.
- G. In accordance with the U.S. Fire Administration Reauthorization Act of 2008, the Fire Administrator may enter into a contract with nationally recognized organizations that have established on-site training programs that comply with national voluntary consensus standards for fire service personnel to facilitate the delivery of the education and training programs.
- H. In accordance with 15 USC 49 § 2206 (m) 2 A, the Fire Administrator may not enter into a contract with a nationally recognized organization unless the organization provides training that leads to certification by a program that is accredited by a nationally and/or regionally accredited institution that is recognized by the United States Department of Education; or the Fire Administrator determines if the training is of equivalent quality to an accredited fire service training program.
 - 1. When making a decision, the Fire Administrator may consider the fact that an organization has provided a satisfactory fire service training program pursuant to a cooperative agreement with a Federal agency as evidence that such a program is of equivalent quality to a fire service training program.
 - 2. The amounts expended by the Fire Administrator to carry out this subsection in any fiscal year shall not exceed 7.5 percent of the appropriated amount. See 15 USC 49 § 2206 (m) 3.

- VII. Questions:** Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent, at 301-447-1083.

A handwritten signature in black ink, appearing to read 'Eriks J. Gabliks', written in a cursive style.

Eriks J. Gabliks
Superintendent
National Fire Academy

Nothing in this SOP shall be construed or implied as to be in conflict with Department of Homeland Security or Federal Emergency Management Agency policies, procedures or instructions, or collective bargaining agreements that are in effect.



National Fire Academy-specific Standard Operating Procedure

Number	Date
600.2	July 2023

Fire and Emergency Services Higher Education Recognition Program Process

I. Purpose:

- A. This National Fire Academy (NFA)-specific standard operating procedure (SOP) describes the Fire and Emergency Services Higher Education (FESHE) Recognition Program process. The FESHE Recognition Certificate is an acknowledgement that particular collegiate divisions of emergency services degree programs meet the minimum standards of excellence established by FESHE professional development committees and the NFA.
- B. These regionally or nationally accredited colleges and universities have demonstrated a commitment to the nationally recognized FESHE model of standardized professional development education criteria. At present, FESHE has concentrated on degree programs that emphasize firefighting response, fire prevention and fire administration, and emergency medical services management degree programs.

II. **Supersession:** Replaces NFA-specific SOP 600.2, dated July 2021.

III. **Authority/Reference:** 15 U.S.C. § 2206 (c) “Powers of Superintendent.”

IV. **Definitions:** Refer to NFA-specific SOP 100.2.

V. **Responsibilities:** This NFA-specific SOP is applicable to employees of the NFA.

VI. Standard Operating Procedures:

Application:

- A. The institution requests an application for recognition through email using the email address of FEMA-FESHE@fema.dhs.gov
- B. The NFA FESHE program manager sends the institution point of contact (POC) a request for recognition application packet.

- C. The institution requestor returns the completed application packet which includes:
 - 1. The application document signed by the requestor and the appropriate department head or their superior.
 - 2. Course syllabi for the six core courses which indicates that the student learning outcomes (SLOs) are met.
- D. NFA FESHE program manager notifies the institution POC that the packet has been received and the 45 day review process will begin. The institution is added to the Enterprise Shared Workspace (ESW) for tracking purposes.
- E. The NFA reviewer completes the review, noting concurrence or deficiencies.
- F. The NFA FESHE program manager emails the POC stating either:
 - 1. The review process is complete and the packet is being forwarded to the appropriate State Fire Training Director (SFTD) for concurrence; or,
 - 2. Indicating deficiencies noted for correction and steps to follow for further consideration. After receipt of the resubmitted packet, the 45 day review process will begin again.
- G. When the application is sent to the SFTD office:
 - 1. The NFA FESHE program manager will send the application explaining that the SFTD may review the application; contact the institution POC for any questions prior to signing concurrence/non-concurrence and resolve non-concurrence issues prior to returning the application to NFA; or,
 - 2. Return the signed application with SFTD concurrence within seven days upon receipt from the NFA.
- H. If the application is approved by the SFTD, the NFA FESHE program manager will:
 - 1. Notify the institution POC indicating the review process is complete, their signed certificate will be forthcoming, and that they may now submit student applications for course certificates.
 - 2. Notify the webmaster to add the school to the recognized list.
- I. The NFA program support staff will forward the certificate on to the appropriate SFTD to sign and return.
- J. The NFA program support staff will mail the completed certificate to the institution POC.

Reporting/Compliance:

- A. The NFA FESHE program manager will send an email to the institution POC with the requirements for reporting/compliance to include the NETC student application process, FESHE Recognition cover sheet and sample/instructions on completing the student application.
 - B. The NFA FESHE program manager will audit each institution for compliance every year. Institutions found “not in compliance” will be denied further participation until deficiencies have been corrected and the institution submits an updated application for review/approval. The NFA FESHE program manager will immediately notify the appropriate SFTD of this action.
 - 1. The NFA FESHE program manager will pull the institution’s FESHE certification if the institution is not in compliance. This includes program cancellation due to low enrollment, non-reporting or not teaching to all of the FESHE student outcomes.
 - 2. The NFA FESHE program manager will remove the institution from the FESHE website.
 - C. Institutions may appeal revocation of participation rights by submitting a written appeal to the NFA FESHE program manager which will be forwarded to the National Professional Development Steering (NPDS) Committee within 30 days of notification of revocation. The NPDS Committee will then have 30 days to respond by either upholding the revocation or re-instituting the school’s recognition status. In either case, written recommendations will be made to the NFA FESHE program manager. The NFA FESHE program manager will contact the SFTD and the appealing institution.
- VII. Questions:** Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent at 301-447-1083.



Eriks J. Gabliks
Superintendent
National Fire Academy

Attachment - FESHE Institutional Recognition Request Form

Nothing in this SOP shall be construed or implied as to be in conflict with Department of Homeland Security or Federal Emergency Management Agency policies, procedures or instructions, or collective bargaining agreements that are in effect.



FIRE & EMERGENCY SERVICES HIGHER EDUCATION (FESHE)

INSTITUTIONAL RECOGNITION REQUEST

Part A: To be completed by FESHE Institution			
NAME OF COLLEGE/ UNIVERSITY:			
POINT OF CONTACT:			
MAILING ADDRESS:			
CITY, STATE, ZIP CODE:			
EMAIL:		PHONE:	
INSTITUTION URL:			
TYPE OF DEGREE(S) OFFERED: (e.g., AS, AA, AAS, BA, BS, ETC., IN FIRE SCIENCE)			
FESHE COURSE CODE & TITLE	INSTITUTION COURSE TITLE		
ASSOCIATE'S CORE CURRICULUM (Check all that apply) <input type="checkbox"/> C0275-Building Construction for Fire Protection <input type="checkbox"/> C0276-Fire Behavior and Combustion <input type="checkbox"/> C0286-Fire Prevention <input type="checkbox"/> C0288-Fire Protection Systems <input type="checkbox"/> C0273-Principles of Emergency Services <input type="checkbox"/> C0281-Principles of Fire and Emergency Services Safety and Survival			
While FESHE strongly suggests adoption of the non-core curriculum, only the core curriculum is evaluated for purposes of national FESHE recognition. Non-core (elective) courses are evaluated only to assure course outcome compliance for student certificate purposes.			
ASSOCIATE'S NON-CORE CURRICULUM (Check all that apply) <input type="checkbox"/> C0290-Advanced Concepts in Structural Fire Protection <input type="checkbox"/> C0294-Fire and Life Safety Education <input type="checkbox"/> C0283-Fire Investigation I <input type="checkbox"/> C0284-Fire Investigation II <input type="checkbox"/> C0292-Fire Plans Review <input type="checkbox"/> C0277-Fire Protection Hydraulics and Water Supply <input type="checkbox"/> C0282-Hazardous Materials Chemistry <input type="checkbox"/> C0291-Human Behavior in Fire <input type="checkbox"/> C0270-Legal Aspects of the Emergency Services <input type="checkbox"/> C0278-Occupational Health and Safety <input type="checkbox"/> C0289-Performance-Based Design Fire Protection <input type="checkbox"/> C0293-Principles of Code Enforcement <input type="checkbox"/> C0272-Principles of Fire and Emergency Service Administration <input type="checkbox"/> C0279-Strategy and Tactics			

BACHELOR'S CORE CURRICULUM (Check all that apply) <input type="checkbox"/> C0260-Applications of Fire Research <input type="checkbox"/> C0287-Community Risk Reduction for the Fire and Emergency Services <input type="checkbox"/> C0271-Fire and Emergency Services Administration <input type="checkbox"/> C0264-Fire Prevention Organization and Management <input type="checkbox"/> C0266-Personnel Management for the Fire and Emergency Services <input type="checkbox"/> C0258-Political and Legal Foundations of Fire Protection			
While FESHE strongly suggests adoption of the non-core curriculum, only the core curriculum is evaluated for purposes of national FESHE recognition. Non-core (elective) courses are evaluated only to assure course outcome compliance for student certificate purposes.			
BACHELOR'S NON-CORE CURRICULUM (Check all that apply) <input type="checkbox"/> C0280-Advanced Principles in Fire and Emergency Services Safety and Survival <input type="checkbox"/> C0265-Analytical Approaches to Public Fire Protection <input type="checkbox"/> C0296-Disaster Planning and Control <input type="checkbox"/> C0257-Fire Dynamics <input type="checkbox"/> C0285-Fire Investigation and Analysis <input type="checkbox"/> C0295-Fire Protection Structures and Systems <input type="checkbox"/> C0263-Fire-Related Human Behavior <input type="checkbox"/> C0269-Managerial Issues in Hazardous Materials			
SUBMIT COURSE OUTCOMES THAT MATCH THE FESHE COURSES USING THE ATTACHED TEMPLATE.			
INSTITUTION URL: (where curriculum can be found)			
WITHIN 14 WORKING DAYS OF COURSE COMPLETION THE FESHE RECOGNIZED INSTITUTION AGREES TO COLLECT AND SUBMIT THE FEMA FORM 119-25-2 WITH THE ATTACHED COVER LETTER TO THE NETC ADMISSIONS OFFICE FOR ALL STUDENTS WHO SUCCESSFULLY COMPLETE THE APPROVED COURSES.			
SUBMITTED BY:		TITLE:	
INSTITUTIONAL APPROVAL: (Division Dean Signature)			
Part B: To be completed by the appropriate FESHE Degree Program Committee			
REVIEWER(s) <input type="checkbox"/> CONCUR <input type="checkbox"/> NONCONCUR <input type="checkbox"/> Return for Revision (see comments below)			
REVIEWED BY:		TITLE:	
DATE:		SIGNATURE(s):	
COMMENTS:			

Part C: To be completed by the State Training Director

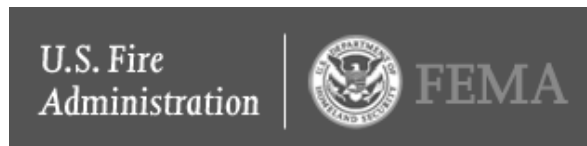
☐ CONCUR ☐ NONCONCUR

SIGNATURE:

TITLE:

DATE:

COMMENTS:



National Fire Academy-specific Standard Operating Procedure

Number	Date
600.3	July 2023

Social Media and Gov Delivery

- I. **Purpose:** This National Fire Academy (NFA)-specific standard operating procedure (SOP) outlines the policies and procedures for submitting materials to be posted on NFA social media channels.
- II. **Supersession:** Replaces NFA-specific SOP 600.3, dated July 2021.
- III. **Authority/Reference:** 15 U.S.C. § 2206 (c) “Powers of Superintendent.”
- IV. **Definitions:** Refer to NFA-specific SOP 100.2.
- V. **Responsibilities:** This NFA-specific SOP is applicable to employees of the NFA.
- VI. **Standard Operating Procedures:**
 - A. All staff are encouraged to submit material to be disseminated through the social media and Gov Delivery channels in order to promote NFA programs. Social media includes all social media channels that the U.S. Fire Administration (USFA) subscribes to; i.e., Facebook and Twitter. Gov Delivery is an email communications channel that allows USFA/NFA to distribute notifications effectively and efficiently to audiences that self-select the subject area for which they want to receive notifications.
 - B. Staff submitting content are required to submit materials via their supervisor to the Social Media Manager. Content should be short, concise and reference the appropriate USFA/NFA webpage. Content requiring distribution in addition to the social media channels described above should be coordinated through the USFA External Affairs Specialist.
 - C. Photos are highly encouraged. Photos of students/instructors must include confirmation that a completed and signed National Emergency Training Center (NETC) Video-Photo Release (attached) is electronically forwarded to the Social Media Manager with the social media content. The Social Media Manager will retain the completed and signed NETC Video-Photo Release. Photos are not used in Gov Delivery releases.

- VII. Questions:** Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent at 301-447-1083.

A handwritten signature in black ink, appearing to read 'Eriks J. Gabliks', written in a cursive style.

Eriks J. Gabliks
Superintendent
National Fire Academy

Attachment - NETC Video-Photo Release

Nothing in this standard operating procedure shall be construed or implied as to be in conflict with Department of Homeland Security or Federal Emergency Management Agency policies, procedures or instructions, or collective bargaining agreements that are in effect.

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
PHOTO, VIDEO AND AUDIO CONSENT FORM

I _____, do hereby grant the Federal Emergency Management Agency (FEMA) and the U.S. Department of Homeland Security (DHS) permission to take, use and release photographs, video, and/or audio recordings in which I (and or my minor child named below) is represented or in which my likeness appears in print, audio, digital, internet or other forms of media and broadcasting. I also grant FEMA, DHS permission to use and display any products recorded, including the display of logos and artwork.

I fully understand that, in the case of news interviews, all or portions of the interview may be quoted and/or aired both locally and nationally. I understand that I will not have any editorial input regarding the final product. I also understand that the video or film footage is the property of FEMA, DHS. I understand that these photographs, video, and/or audio recordings may be included in a DHS or FEMA Media Library subject to the Media Library guidelines respectively. However, this consent does not authorize the release of my home address, social security number, date of birth, and/or any other identifying information that it may possess.

I understand that no time limitations shall apply to this release of rights for the use of my likeness, photograph, video, and/or audio recordings. My signature below acknowledges that I have read the above information and I fully understand it. By signing this statement, I hereby consent to the above conditions and further release to Federal Emergency Management Agency, Department of Homeland Security all rights, claims, interests for use in fixed or broadcast media. I declare under penalty of perjury under the laws of the United States of America that the aforementioned is true and correct (28 U.S.C. § 1746).

Self/Parent/Guardian (print)

Date:

Signature:

Names of Children if under 18:



National Fire Academy-specific Standard Operating Procedure

Number	Date
700.2	March 2024

Admissions

- I. **Purpose:** This National Fire Academy (NFA)-specific standard operating procedure (SOP) outlines the policies and procedures for granting students admission to NFA courses.
- II. **Supersession:** Replaces NFA-specific SOP 700.2, dated July 2021.
- III. **Authority/Reference:** 15 U.S.C. § 2206 (c) “Powers of Superintendent.”
- IV. **Definitions:** Refer to NFA-specific SOP 100.2.
- V. **Responsibilities:** It shall be the policy of the NFA that admission to NFA courses shall be in accordance with the latest adopted version of National Emergency Training Center (NETC) SOP 119-25: NETC Admissions Policies and Procedures 2023.
- VI. **Standard Operating Procedures:**
 - A. NETC SOP 119-25: NETC Admissions Policies and Procedures 2023 is attached to this SOP and is also accessible by NETC staff at <http://netc.fema.net/directives/default.aspx>.
 - B. NFA employees shall refer to and follow the procedures outlined in NETC SOP 119-25: NETC Admissions Policies and Procedures 2023 for instructions, policies and procedures pertaining to:
 1. Regular student admission for on- and off-campus courses.
 2. Attendance.
 3. Cancellation by student.
 4. Early departure.
 5. Student grades (failure/incomplete).
 6. Unique or unscheduled offerings/pilot deliveries.
 7. Course certificates.
 8. Transcripts.
 9. Foreign student applications.

10. Program-specific applications for:
 - a. Volunteer Incentive Program.
 - b. Executive Fire Officer Program.
 - c. Managing Officer Program.

VII. Questions: Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA deputy superintendent at 301-447-1083.



Eriks J. Gabliks
Superintendent
National Fire Academy

Attachment

700.2-a — NETC SOP 119-25: NETC Admissions Policies and Procedures 2023

Nothing in this SOP shall be construed or implied as to be in conflict with Department of Homeland Security or Federal Emergency Management Agency policies, procedures or instructions, or collective bargaining agreements that are in effect.



FEMA

NETC Standard Operating Procedure (SOP)

**NETC SOP
#119-25**

Date
July 25, 2023

Organization
FA

NETC Admissions Policies and Procedures

I. Purpose

- A. This National Emergency Training Center (NETC) Standard Operating Procedure (SOP) outlines requirements and responsibilities of NETC Management, Operations, and Support Services (MOSS) Division employees to provide admissions and registration support. It also provides the National Fire Academy (NFA) and the Emergency Management Institute (EMI) with requirements to ensure maximum use of resources at the NETC.
- B. This NETC SOP applies to all Federal Emergency Management Agency (FEMA) federal government staff and contractors at NETC for EMI and/or NFA courses, and FEMA Program Offices and Regions. References to Admissions throughout this NETC SOP refer to the Admissions staff within the United States Fire Administration (USFA) - NETC MOSS Division.

II. Responsibilities

- A. The respective Superintendent or his/her designee will provide all exceptions or justifications relating to these operational policies in writing (electronically or hard copy) to Admissions.
- B. The USFA Business Operations Branch Student Admissions Section will ensure that all admissions functions are completed by the timelines listed in this SOP's Manual. EMI and NFA staff will ensure all timelines are met.

III. Policy

- A. FEMA is an equal opportunity institution that embraces diversity. It does not discriminate on the basis of race, color, religion, sex (including sexual orientation, pregnancy, and gender identity), national origin, English proficiency, economic status, age, disability, genetic information, or reprisal for participation in prior equal opportunity-related matters in admissions and student-related policies and procedures. FEMA fosters a culture in which all programs are conducted in a fair, equitable and consistent manner solely on the basis of merit.
- B. Applicants under the age of 18 that are accepted to a class must be accompanied by a parent or guardian when on the campus. The parent or guardian must also be a student accepted in the same class as the underage student.

IV. Reporting Requirements

NETC MOSS Business Operations (BU) Branch Student Admissions Section staff will provide quarterly and annual reports to NFA and EMI within 30 days after the end of each fiscal quarter and 60 days after the end of the fiscal year. The data reported is as described in paragraph VII of NETC SOP 119-1, NETC Standardized Reporting Definitions and Work Measurement. Requests for other reports will be made in writing or by email to the NETC MOSS BU Branch Chief and the Student Admissions Section Chief with as much detail as possible on the information required.

V. Form Prescribed

Use [FEMA Form FF-USFA-FY-21-101 \(formerly 119-25-0-1\), General Admissions Application](https://training.fema.gov/generaladmissionsapplication/staticforms/startapplication.aspx) or the electronic equivalent (<https://training.fema.gov/generaladmissionsapplication/staticforms/startapplication.aspx>) when eligibility must be determined for acceptance into the course.

VI. Questions

Questions regarding the content of this NETC SOP may be addressed to the Director, NETC MOSS, at (301) 447-1223.

**LORI MOORE-
MERRELL**

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MERRELL

Date: 2023.07.24 22:57:58 -04'00'

Lori Moore-Merrell, DrPH, MPH
U.S. Fire Administrator
U.S. Fire Administration

Attachment:
Manual for NETC Admissions Policies and Procedures

ADDITIONAL INFORMATION

Supersession and Review:

NETC SOP 119-25, Policy and Procedures for Admissions, dated June 4, 2019 is superseded. This document is scheduled to be reviewed for renewal no later than four years from the date of issue. If the document is not renewed by that date, then the current procedures shall remain in effect until a new version has been signed by the appropriate USFA leadership.

Authorities and References

- A. Federal Fire Prevention and Control Act of 1974 (PL 93-498), as amended, Title 15 U.S.C., §§ 2201 et. seq.
- B. Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288), as amended by PL 106-390, Title 42 U.S.C., §§ 5196 et. seq.

MANUAL

for

NETC Admissions Policies and Procedures

NETC Admissions Policies and Procedures

TABLE OF CONTENTS

	Page
Forward	iii
 Chapter 1: ADMISSIONS PROCEDURES	
1-I. General Information	1
1-II. Submission of Student Applications	1
1-III. Review of Student Applications	1
1-IV. Notification to Applicants of Status	2
1-V. Applicants Requesting Reasonable Accommodations	2
1-VI. Class Capacities	3
1-VII. Wait Lists	5
1-VIII. Foreign Participants	6
1-IX. Unique or Late Schedule Courses	7
1-X. Course Certificates	7
1-XI. Transcripts	9
 Chapter 2: ATTENDANCE STATUS	
2-I. General Information	10
2-II. Attendance Policies	10
2-III. Cancellation by Student	10
2-IV. Early Departures	11
2-V. Failures/Incompletes	12
 Chapter 3: CAMPUS SHUTDOWN	
3-I. General Information	13
3-II. NETC Campus Shutdowns	13
 Chapter 4: NFA-SPECIFIC PROCEDURES	
4-I. Selection Process	15
4-II. Executive Fire Officer (EFO) Program	15
4-III. Managing Officer (MO) Program	17

TABLE OF CONTENTS

(Continued)

4-IV. Arson Investigation Courses	18
4-V. Pilots and Resident Train-the-Trainers	19
4-VI. NFA Two-Day On-Campus Courses	19
4-VII. NFA-Sponsored Two-Day Off-Campus Courses	19
4-VIII. NFA-Sponsored Off-Campus Courses Including Six- and Ten-Day Off-Campus Courses	19
4-IX. State-Sponsored NFA Two- and Six-Day Courses	20

Chapter 5: EMI-SPECIFIC PROCEDURES

5-I. EMI Application and Placement Process	21
5-II. Off-Site ("L") Courses	21
5-III. Emergency Management Professionals Program (EMPP)	22
5-IV. Master Exercise Practitioner Program (MEPP)	23
5-V. Master Public Information Officer (MPIO) Program	23

Foreword

The National Emergency Training Center (NETC) serves as a training and educational center for the Federal Emergency Management Agency and is managed by the U.S. Fire Administration (USFA). The USFA including its National Fire Academy (NFA), the National Fire and Emergency Medical Services Division (NFEMS), the National Fire Data and Research Center (NFDRC), and the NETC Management, Operations, and Support Services Division (MOSS). The campus also houses the National Preparedness Directorate's Emergency Management Institute (EMI), the FEMA Acquisition Division, Preparedness Branch, and the National Fallen Firefighters Foundation.

The admissions process at the NETC begins with the development and distribution of the course material through multi-media means. Separate materials are developed by NFA and EMI and published on their respective websites and through State fire and emergency management training agencies. In addition to the NFA and EMI classes conducted at NETC, the admissions process supports classes offered either directly or indirectly by NFA or EMI, special groups associated with education needing on-campus accommodations, and course offerings throughout the United States.

**JAMES V
HODGE JR**

James V. Hodge
Director
NETC Management, Operations and Support
Services Division

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HODGE JR
Date: 2023.07.24 13:48:08
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CHAPTER 1 – ADMISSIONS PROCEDURES

1-I. General Information

This chapter provides procedural guidance for the receipt, review, and disposition of applications, and related support activities for NFA and EMI courses at NETC and off-campus sites.

1-II. Submission of Student Applications

- A. Anyone applying for a NFA or EMI class must have a FEMA Student Identification (SID) number. Information on obtaining a SID can be found at <https://cdp.dhs.gov/femasid>. The link is posted on USFA and EMI websites and is included in the course catalogs.
- B. NFA Students: Students submit applications to attend NFA courses during the enrollment periods and times specified in the NFA course catalog or because of recruiting actions.
- C. EMI Students: Students can apply to attend EMI courses any time up to six weeks before the start of the course or as designated by EMI. When coordinated with Admissions, applications from students specifically recruited by EMI to fill course vacancies will be processed even if they are received less than six weeks prior to the start of a course.
- D. EMI and NFA Students: Applications must be submitted online at <https://training.fema.gov/generaladmissionsapplication/staticforms/startapplication.aspx>. Admissions staff will reject applications that are incomplete or missing required items.
- E. Applications for NFA and EMI non-resident and state-sponsored deliveries are processed in the order they are received, except where student stipends are involved.

1-III. Review of Student Applications

- A. For all classes not covered under the enrollment periods, Admissions will review applications no later than five working days after receipt of the applications.
- B. For NFA classes covered under the enrollment periods, Admissions will review applications no later than three weeks following the end of the enrollment period.

- C. Each fiscal year, NFA and EMI will ensure that Admissions has the updated criteria prior to the opening of any application periods or issuing any course announcements.
 - 1. If student selection criteria are modified within a fiscal year, it will not be used for the review process until the next application period.
 - 2. Applicants who meet all selection criteria will be considered qualified. Applications that Admissions considers questionable will be referred to the NFA training specialist or EMI course manager (or their branch chief in their absence) for a decision on qualifications.
- D. Admissions staff will review applications against the student selection criteria published in the NFA/EMI course catalogs and from specific written guidelines provided by NFA or EMI before the review process.
- E. Applications and supporting documentation are available in the Admissions System for training specialists/course managers to review if they choose. After training specialists/course managers review rejected applications, they will note if applicants should be placed in the course offerings and provide a justification.

1-IV. Notification to Applicants of Status

- A. Admissions staff will send acceptance/rejection notifications by email for NFA students who applied during the enrollment periods no later than eight weeks following the end of the enrollment period.
- B. Admissions staff will send acceptance/rejection notifications by email for EMI students as applications are processed but no later than six weeks prior to the course start date.
- C. If a student is accepted into or rejected from a class less than six weeks prior to the course start date, Admissions staff will notify the student by phone or email no later than five working days after being accepted from the wait list or rejected.

1-V. Applicants Requesting Reasonable Accommodations

The online application has a field for requesting special accommodations. (Block 11 of the [General Admissions Application, FEMA Form 119-25-1.](#)) If any type of special assistance is needed, applicants should mark “yes” for “Do you have any disabilities/accommodations (special allergies, medical, learning disabilities to include dyscalculia, dysgraphia, dyslexia, etc.) which would require special assistance during your attendance in training?”

- A. If special accommodations have been requested on the application, the designated Admissions Assistant will contact the applicant to obtain information on accommodations that are needed. Applicants do not need to provide medical information to support a request for reasonable accommodation.

If the accommodation is housing-related, involves mobility issues, such as the need for a larger bed, special bed padding, a roll-out shower, or special devices for the hearing or sight impaired, the designated Admissions Assistant will forward that information to Housing. Housing can pull a report from the Admissions System that indicates those individuals that have requested reasonable accommodations and, when it involves housing, can assign them manually before other guests are assigned lodging.

- B. If the accommodation is classroom-related such as Sign Language interpretation or Communication Access Realtime Translation services, providing the course material in braille or larger type, or special placement in the classroom due to hearing loss, the designated Admissions Assistant will forward that information to the respective training specialist / course manager, who then coordinates directly with the FEMA Office of Equal Rights (fema-reasonable-accommodation@fema.dhs.gov) to arrange for those services.
- C. Although the Welcome Package asks that individuals with special dietary needs or requirements contact the food service contractor directly, the designated Admissions Assistant will forward the information to the cafeteria manager.
- D. Service animals are the only domesticated animals permitted on NETC without specific prior approval of the Director, NETC MOSS. Animals whose sole function is to provide comfort or emotional support do not qualify as service animals under the Americans with Disabilities Act (ADA). Working dogs may be authorized to accompany their handlers to certain NFA courses. See Section 4-IV, Arson Investigation Courses, for details.
- E. For EMI non-resident classes, the Admissions Assistant will review the list of pending applications four weeks prior to the start of the class, identifying applicants that have identified a need for special accommodations and notify the EMI Action Office (emiactionoffice@fema.dhs.gov) with the name, course code, course location, and start date. It is the course manager's responsibility to notify the host site.

1-VI. Class Capacities

- A. The admissions process begins with the development of the annual NFA and EMI course schedules. These schedules are used to determine the availability of on-campus housing, identify offering dates, and process applications. To properly manage housing and approve schedules so that they can be published in a timely manner, NFA and EMI must adhere to the timelines below. A delay on the part of any one of these elements will delay the entire process.

- B. The NFA is required to submit its upcoming fiscal year educational program schedule to the Admissions staff no later than December 31 for review and approval. The EMI is required to submit its upcoming fiscal year schedule no later than April 1 for review and approval. While it is understood that changes will take place during the year, every effort should be made to have the schedule be as accurate, realistic, and complete as possible. The schedule should be based on the current housing allocation for each school plus an allowance of up to 10 percent for overbooking¹.
1. The combined schedules are entered into the Admissions System within two weeks of receipt and reviewed by the Admissions staff to identify any dates that exceed housing capacity. In those cases where the total housing capacity is exceeded, the Admissions staff will return the schedules to NFA and EMI with recommendations for alternate dates. NFA and EMI will have two weeks from the date of notification to provide alternate dates to Admissions. The Director, NETC MOSS, the MOSS BU Branch Chief and the Student Admissions Section Chief will be copied on all scheduling issues.
 2. The combined schedule will not be finalized or approved until all dates are within the housing resources (total number of rooms plus up to a 10 percent allocation for over-booking). This review must be finalized by April 15.
 3. Once the schedules have been approved, any additions or changes in dates must be approved by the MOSS BU Branch Student Admissions Section Chief before the activity is advertised.
 4. To compensate for cancellations and no-shows, the Admissions staff overbooks classes based on historical data.
 5. The Director, NETC MOSS will provide final approval of all schedule changes and schedule conflict resolutions.
- C. The respective Superintendent has the capability of running the Offering/ Activity Report which shows the scheduled offerings of each course, the capacity of each offering, and the current enrollment level. A weekly Housing Status meeting is chaired by the Director, NETC MOSS Division or designee with representatives from each school, the Admissions staff, and the Housing Office to review enrollment levels for upcoming offerings. At this meeting, participants recommend which classes to cancel for under-enrollment and resolve any periods that lodging is overbooked.
- D. Once projected class sizes have been finalized, the Admissions staff makes space adjustments in the following priority order:

¹ This does not apply to NFA 2-day resident classes.

1. The first priority will be given to students on wait lists for scheduled courses.
 2. Second priority will be given to moving on campus those students who are currently lodged off campus for scheduled courses.
 3. Third priority will be given to “adding” unscheduled NFA or EMI training to increase training deliveries and provide housing utilization.
 4. Fourth priority will be given to scheduling course development focus group meetings.
 5. Fifth priority will be given to scheduling special groups, in this priority order:
 - i. USFA and National Preparedness/EMI activities
 - ii. Other FEMA activities
 - iii. DHS activities
 - iv. Other
- E. If notified by the respective Superintendent or designee that a class is to be canceled and students are already enrolled in the class, Admissions staff will notify the students of the cancellation, discuss options regarding stipend reimbursement, and, when possible, schedule them for future training. EMI may provide specific language to be released from Admissions to students for EMI-generated cancellations.

1-VII. Wait Lists

- A. Admissions maintains wait lists of qualified applicants for NFA and EMI courses when the number of qualified applicants exceeds the number of available seats.
1. Within six weeks of the course start date, Admissions will only place applicants from an established wait list to fill vacancies. Admissions will ensure that any other placements are only by written exception from the respective Superintendent or their designee. Schools can view class capacities and sizes in the Offer/Activity Report in NETC Reporting. To see the list of individuals on the wait list, schools should run the Applications Report in NETC Reporting.
 2. A wait list may be established based on the selection criteria provided by the training specialist / course manager limiting the number of students per region or limiting number of students per role. The training specialist / course manager may elect to have students enrolled after the six-week deadline. If a wait list exists, all names from the wait list will be enrolled in the course until the class is filled.

3. Admissions will confirm availability of applicants by mail, email, or phone prior to moving them from the wait list and placing applicants in a course.
- B. NFA or EMI determines the deadline for placing students into courses with pre-course assignments. Admissions will ensure that no students are placed after those deadlines.

1-VIII. Foreign Participants

- A. Anyone who is NOT a U.S. citizen, regardless of whether they possess an SSN or are representing a U.S. organization at the time of application, is considered a foreign participant.
- B. Enrollment is limited to two foreign participants per class or as determined by the respective superintendent.
- C. Foreign participants who are representing a foreign country must submit their applications at least 60 days before the course start date.
- D. Foreign participants for NFA who are sponsored by a U.S. organization must apply during the appropriate enrollment period for NFA. For EMI, they must apply during the appropriate fiscal year.
- E. Upon receipt of the application, Admissions will review to determine if the applicant is qualified for the course. Once it has been determined that the applicant is qualified, Admissions will request additional information from the applicant as required by FEMA Security Office (e.g., passport number). This information must be received at least 45 days before the class start date to allow time for security processing. If the application or the additional information is not provided within the established timelines, the application will not be accepted.
- F. Once the application is reviewed, the applicant is determined qualified to attend the course(s), and the passport information is received, Admissions will submit the appropriate information to FEMA's Office of the Chief Security Officer (OCSO) for vetting through the Integrated Security Management System (ISMS). Each approval remains valid for only six months.
 1. When the applicant has received a favorable response from ISMS, Admissions will email the respective Superintendent (or their designee) with a recommendation including current wait list information for the course(s) the foreign student should be admitted.
 2. If either an unfavorable ISMS review or the respective Superintendent (or his/her designee) non-concurs, Admissions will notify the applicant in writing that his/her application cannot be accepted.

3. If approval is granted by EMI or NFA, and class space is available, Admissions will notify the applicant in writing of acceptance.

1-IX. Unique or Late Schedule Courses

Each year NFA and EMI offer unique courses such as train-the-trainer and pilot offerings of new or revised courses.

- A. If the course request is received at least 60 days prior to the course start date, Admissions will:
 1. Assign it a course code, when appropriate,
 2. Coordinate the required support (i.e., application screening, certificates, stipend reimbursement),
 3. Notify the Housing Office of requirements for housing and ground transportation to/from airports, and
 4. Use the selection criteria and any prerequisites included in the request if application screening is required.
- B. When NFA or EMI recruits for these unique offerings or courses scheduled at the last minute, schools shall coordinate the recruitment effort so that applications are sent directly to Admissions.
 1. Admissions must receive the applications no later than four weeks before the start of the activity.
 2. If the course is to be canceled, Admissions will notify accepted students within two working days of the cancellation. Cancellations should be made at least 30 days prior to the course start date and, preferably, prior to the acceptance notifications being sent to avoid payments for airline ticket cancellations or changes.

1-X. Course Certificates

Students who successfully complete resident courses receive certificates at the end of each course.

- A. To ensure that certificates are properly issued in a timely manner, Admissions staff will:
 1. Make rosters available on-line for each class to each school. Each school should return initialed/corrected rosters to Admissions no later than two days after the course start date.

2. Make appropriate changes to the database, as noted on the corrected rosters, which are initialed by each student. If a student changes organizations between the time they were accepted into a course and the time they arrive for the course, they must fill out a new application.
 3. Generate NFA or EMI certificates for those students listed on the final roster.
 4. Deliver certificates to the designated NFA or EMI office by noon of the day before the course end date.
- B. Admissions will email certificates to students for courses with post-course assignments. The following procedures apply:
1. When requested by the Superintendent (or his/her designee), Admissions shall issue a letter in lieu of a certificate at graduation for all students who have successfully completed the resident course work.
 2. NFA or EMI determines the timeframe for completion of post-course projects and notifies Admissions when a student completes the project.
 3. Admissions will maintain all records for the student in the Admissions System. The certificate date will be removed until written notification is received from the school that the student's project has been completed. Admissions will then issue the appropriate certificate to the student for completion of the course and change the student's record to reflect the course grade assigned or pass/fail.
 4. If NFA or EMI provides Admissions with written notification that the student's project was not completed or was unsatisfactory, Admissions will change the status in the Admissions System to "fail" and notify the student.
- C. Requests to provide course certificates to instructors participating in a course must be approved by the respective Superintendent prior to being accepted to the class. Admissions will issue certificates after approval and receipt of a FEMA Form FF-USFA-FY-21-101 (formerly 119-25-0-1), General Admissions Application or after review of the online application.
- D. Admissions will generate certificates for other courses based on guidance provided by the NFA or EMI Superintendent.
- E. Admissions will issue replacement certificates upon receipt of a written request from the student.

- F. If notified by the NFA or EMI Superintendent of any student who should not receive a certificate, Admissions will include that notification in the student's official record in the Admissions System. The certificate date will be removed and a note will be placed in the notes field stating why the certificate date was removed.

1-XI. Transcripts

- A. Any student with information in the Admissions System may request a transcript by sending a written request (NETC Admissions, 16825 South Seton Avenue, Emmitsburg, MD 21727 or NETCAdmissions@fema.dhs.gov) with their SID, name, mailing address, email address, telephone number, and, the month and day of birth. Admissions staff will send the transcript within five working days of receipt.
- B. When the Admissions staff receive requests for transcripts for information in other systems (i.e., NFA Online, or EMI Independent Study), they will forward the request to the appropriate systems manager.

CHAPTER 2 – ATTENDANCE STATUS

2-I. General Information

This Chapter provides guidance regarding the student in the class: attendance, cancellation, early departure, failure, or incomplete status.

2-II. Attendance Policies

Students are expected to attend all class sessions.

- A. The course manager or training specialist, in collaboration with the Superintendent, may waive this policy in order to accommodate students with extraordinary circumstances as long as the student completes all course requirements.
- B. If there is any question regarding whether there will be a penalty assessed against the student for failure to attend all class sessions, Admissions will request written guidance from the respective Superintendent.

2-III. Cancellation by the Student

If a student is unable to attend a course, he/she must notify Admissions in writing (letter, fax, or email) at least 30 days before the course start date to avoid restrictions on future attendance. For emergency cancellations, see paragraph C below.

- A. NFA Students: A student who cancels in writing at least 30 days before the course start date may reapply during the next enrollment period.
 - 1. There is no guarantee that the student will be automatically rescheduled and placed in the next course
- B. EMI Students: A student who cancels in writing at least 30 days before the course start date may apply for any remaining offerings during that fiscal year.
- C. A student who sends a notification of cancellation in writing within 30 days of the class start dates or fails to attend the class will be restricted from attendance at EMI and NFA courses for 24 months from the course start date, unless the reason for cancellation or non-attendance is one of the following:
 - 1. Department suffers severe financial/personnel cutbacks;
 - 2. Personal injury/illness;
 - 3. Retirement;

4. Family emergency (generally stated, but examined on a case-by-case basis);
or
 5. Disaster or other emergent local event in the student's community.
- D. To remove the restriction, the student should send a letter or email to Admissions (NETCAdmissions@fema.dhs.gov) explaining the cancellation or failure to attend. If Admissions lifts the restriction, the student may reapply during the next enrollment period or for advertised vacancies within the same enrollment period. Admissions will contact the respective Superintendent prior to denying a request.
- E. Admissions will honor requests for transfer from one course date to another only when space is available. The student must submit the request in writing.

2-IV. Early Departure or Failure to Attend Class

If a student fails to attend class or needs to depart campus after they have checked in at Housing, it is important that Admissions, Housing, and the training specialist / course manager be notified as soon as someone is made aware. The notified entity will provide information to all three of the aforementioned entities via email. If the failure to attend is conduct-related, the school Superintendent must also be notified in accordance with applicable conduct policies.

Admissions and/or Housing will notify NFA or EMI by email following the departure, requesting the following information: certificate issued (yes/no), and stipend authorized (yes/no).

- A. NFA or EMI Superintendent (or the Superintendent's delegate/designee) will notify Admissions in writing or by email if:
1. The student will be priority placed during the next semester.
 2. A second stipend is to be paid for the student to repeat the course.
 3. The student must attend all sessions of the newly scheduled course, or the student has to make up the sessions the student missed.
- B. If Admissions prepared a certificate for the student and forwarded it to the appropriate school, Admissions will ask that it be returned.
- C. If a student withdraws from, is removed from, or is unable to continue their class and is unable to depart the campus the same or the next business day if it is late in the day, EMI or NFA must submit a Housing Request for the student to continue to utilize campus housing.

2-V. Failures/Incompletes

If NFA or EMI notifies Admissions in writing that a student attended all class sessions but failed to successfully complete the class for any reason, to include course participation, not meeting academic standards, inappropriate behavior, or other course requirements, Admissions will modify the student record. For the impact on the student's stipend, see NETC SOP 119-24, Administration of the Student Stipend Program.

CHAPTER 3 – CAMPUS SHUTDOWN

3-I. General Information

Closing of campus to students may result from a government shutdown or national or local emergency event. At NETC, this would mean that all operations and functions would come to a halt. Classes currently in session will be dismissed and appropriate shutdown procedures will begin. Classes may resume at a time to be determined by the superintendents in conjunction with the NETC MOSS division director. The following procedures are in place to assist Admissions in the shut-down and start-up activities involving the students affected by the closing.

3-II. NETC Campus Shutdowns

The Director, NETC MOSS Division, will notify Admissions of the shutdown.

- A. If the shutdown occurs while EMI or NFA students are on the NETC campus, Admissions will ensure the timely departure of students by:
 - 1. Issuing special letters to expedite travel; and
 - 2. Reviewing all claims for reimbursement for eligible students affected by the shutdown (see NETC SOP 119-24, Administration of the Student Stipend Program).
- B. If the shutdown occurs when EMI and NFA students are not yet at NETC, Admissions will:
 - 1. Coordinate notifications to students from the NFA and EMI Superintendents notifying them to cancel travel plans.
 - 2. Contact (using home or mobile and then organization phone numbers or by email with return receipt requested) affected students, noting on class rosters the date/time of call or email message.
 - i. Record if email message was read, or if phone call message was left with the student or on voice mail, machine, or with another person.
 - ii. Calls will be followed up with email notifications.
 - 3. If a two-day on-campus course is affected, contact the Program Manager so that he/she can notify the State Coordinator.
- C. Once the shutdown is over, Admissions will:
 - 1. Coordinate with EMI and NFA on when/what courses will resume. The NFA and EMI Superintendents or their delegate/designee will provide written guidance on re-scheduling students who were sent home or those who were

notified that the courses they were scheduled to attend were cancelled as well as guidelines on paying stipends. (The timeline should allow at least three weeks for Admissions to contact and reschedule students.)

2. Contact affected students as to whether they choose to reschedule their class or cancel.
3. Notify affected students as to when scheduled classes will resume. (If foreign participants are affected, fax or email the information.)
4. Coordinate with the NFA State Weekend training specialist or their Branch Chief to reschedule canceled two-day on-campus courses. The NFA training specialist is responsible for notifying the State Training Coordinator.
5. Review all claims for reimbursement for eligible students affected by the shutdown (see NETC SOP 119-24, Administration of the Student Stipend Program).

CHAPTER 4 – NFA-SPECIFIC PROCEDURES

4-I. NFA Selection Process

- A. After each enrollment period, Admissions will select and schedule qualified applicants for classes using a computer-generated random selection process. This random selection process ensures that the applicants selected represent a broad geographic distribution.
- B. If requested, Admissions will adjust course placements for partnerships per guidance from NFA. (One example is when a Fire Marshal and Building Official should attend together as a team.)

4-II. Executive Fire Officer (EFO) Program

- A. The application period for the EFO Program is 60 days, with a cutoff date established by the NFA Superintendent and announced to all parties interested in applying each year. Applications postmarked after that date will be considered for the next fiscal year.
- B. On an on-going basis, Admissions personnel will review application packages to ensure the proper rank/ position is being complied with, and that the package contains the required components:
 - 1. The online Admissions Application at <https://training.fema.gov/generaladmissionsapplication/staticforms/startapplication.aspx>;
 - 2. [FEMA Form FF-USFA-FY-21-105 \(formerly 119-25-5\), NFA EFO Program Application for Admission](#);
 - 3. Resume;
 - 4. Organizational chart;
 - 5. A letter from the applicant;
 - 6. A letter of recommendation from the head of the applicant's organization;
 - 7. Official transcript from a nationally- or regionally-accredited institution recognized by the U.S. Department of Education; and
 - 8. Course completion certificates for prerequisites.
- C. If an EFO Program application package is submitted without all the components, Admissions will contact the applicant and notify them that the application is rejected due to missing required information.
- D. Admissions will provide NFA with the EFO Program packages for final review within two weeks of the application deadline.

- E. After NFA reviews and determines the status of each package, Admissions will send acceptance or rejection notifications to all EFO Program applicants.
1. Accepted EFO Program students will submit an [online application](#) to the Admissions Office by the cutoff date established by the NFA Superintendent and announced to all parties interested in applying each year. The application will include any updates in personal information (address, phone, email, rank etc.), indicate the EFO Program course title, and the first, second and third choices for the dates. In the “Briefly describe...” field, the applicant will simply enter “EFO.” There is no need to complete the rest of the application.
 2. Using random selection, Admissions will make every attempt to give the student one of the three date choices. On a rare occasion, because of space requirements, another date may be assigned.
 3. Once assigned, any requests for a change in class dates must be submitted in writing, from the chief of the department, addressed to the NFA Deputy Superintendent. In the case of a student who is the chief of the department, then that Chief’s superior will be required to send the letter. The Deputy Superintendent will approve/ disapprove all change requests.
 4. If the request is based on an unanticipated local or family event (disaster, the student was injured in the line of duty, illness, significant family event), additional documentation will be required to support the request. These events are usually last-minute cancellations.
 5. Students requesting a change will be placed in the next class on a space available basis. Specific date choices can’t be honored because other students have already been assigned. Students who request a change based on a documented emergency will be given priority. Students who request a change based on their or the department’s convenience will be given a lower priority.
 6. If there is no space available in the fiscal year, the student will be assigned to the next available class the following fiscal year.
- F. Admissions will ensure foreign EFO Program students are vetted through ISMS as often as required by FEMA’s Office of the Chief Security Officer (currently every six months). A recommendation to the Superintendent will only be done for the first year of the EFO Program. See section 1-VIII for more information on foreign students.
- G. If a student voluntarily withdraws or is removed from the EFO Program prior to a scheduled offering in which the student is confirmed, Admissions will notify the student that he/she cannot participate in the current offering as a non-EFO Program student.

- H. Non-EFO Program participants will not be permitted to participate in EFO Program courses.

4-III. Managing Officer (MO) Program

- A. The application period for the MO Program is a full year, with a cutoff date of December 15 each year. Completed applications postmarked after that date will be considered for the following session.

Admissions staff will review and ensure that the application packages contain the Managing Officer Program Checklist and all required components including Course completion certificates for all prerequisites.

If a MO Program application package is submitted without all required components, Admissions will contact the applicant and notify them that they must submit the requested information to Admissions prior to the cutoff date.

Admissions will provide NFA with the MO Program packages for final review within two weeks after the December 15 deadline.

After NFA reviews and determines the status of each package, Admissions will send acceptance or rejection notifications to all MO Program applicants.

- B. Between October 15 and December 15 each year, MO Program students will submit an application online at <https://training.fema.gov/generaladmissionsapplication/staticforms/startapplication.aspx>. The application will include any updates in personal information (address, phone, email, rank etc.), indicate the MO Program course title, and the first, second and third choices for the dates. In the "Briefly describe..." field, the applicant will simply enter "MO." There is no need to complete the rest of the application.
1. Using random selection, Admissions will make every attempt to give the student one of the three date choices. On a rare occasion, because of space requirements, another date may be assigned.
 2. Once assigned, any requests for a change in class dates must be submitted in writing, from the chief of the department, addressed to the NFA Deputy Superintendent. The Deputy Superintendent will approve/disapprove all change requests.

If the request is based on an unanticipated local or family event (disaster, the student was injured in the line of duty, illness, significant family event), additional documentation will be required to support the request. These events are usually last-minute cancellations.

Students requesting a change will be placed in the next class on a space available basis. Specific date choices can't be honored because other students have already been assigned. Students who request a change based on a documented emergency will be given priority. Students who request a change based on their or the department's convenience will be given a lower priority.

If there is no space available in the fiscal year, the student will be assigned to the next available class in the following fiscal year.

Admissions will ensure foreign MO Program students are vetted through ISMS as often as required by FEMA's Office of the Chief Security Officer (currently every six months) while in the MO Program. Admissions will only send a recommendation to the Superintendent the first year of the MO Program. See section 1-VIII for more information on foreign students.

If a student voluntarily withdraws or is removed from the MO Program prior to a scheduled offering in which the student is confirmed, Admissions will notify the student that he/she cannot participate in the current offering as a non-MO Program student.

4-IV. Arson Investigation Courses

When students apply for course R0772, Fire Investigation: Essentials or R0780, Fire Investigation: Forensics, they can also apply for consideration to bring their trained and certified Ignitable Liquid Detection (ILD) canine (K-9) with them. To be considered for attendance with their ILD K-9, students will mark "Yes" in the "Special Accommodations" field in the application.

- A. If qualified to attend, and selected through the random selection process, the designated Admissions Assistant will:
 - 1. Notify the NFA Fire Investigations Training Specialist who will then ensure all training certifications and health requirements for the ILD K-9 team are valid.
 - 2. Contact the Housing Office to advise them of required the special accommodations (working dog). Housing will ensure the student is assigned a dorm room specifically designated for dog handlers and their K-9 and, when needed, will notify Transportation that a dog will be accompanying the student.
- B. If the K-9 does not meet NFA health certification and training requirements, the student may still attend the course, but without the K-9.
- C. NFA will allow only two ILD K-9s to attend a class at one time. If more applicants are qualified and selected through the random selection process, NFA will determine which students may or may not have their ILD K-9s attend.

4-V. Pilots and Resident Train-the-Trainers

These offerings are often advertised on the NFA website. If a pilot or train-the-trainer offering is not offered on the website, it may be an invitation-only offering.

- A. Students accepted into pilot offerings will not be restricted from attending other NFA courses within the same fiscal year.
- B. All applications for pilot and train-the-trainer offerings must be sent to Admissions.

4-VI. NFA Two-Day On-Campus Courses

- A. Online applications will be submitted to Admissions after they have been endorsed by the state coordinator. The state coordinator will provide a roster of who is to be enrolled in each class at least four weeks prior to the class. If there are applications that have not been received at least four weeks prior to the weekend start date, Admissions will notify the state coordinator.
- B. Admissions will review applications for completeness, special needs, foreign status, and minimum age requirements. If there are applications that are not complete or are questionable, Admissions will notify the State Coordinator and the NFA training specialist no later than five working days after receipt.

4-VII. NFA-Sponsored Two-Day Off-Campus Courses

- A. Online applications will be submitted to Admissions after they have been endorsed by the state coordinator or course host. The course host will provide Admissions with a roster of who completed the course within 30 days of course completion.
- B. Admissions staff will email certificates directly to the students.

4-VIII. NFA-Sponsored Off-Campus Courses including Six- and Ten-day Off-Campus

- A. Online applications will be submitted to the states who will review the applications against selection criteria and select who should be enrolled in the course.
- B. States will endorse all applications six weeks prior to the course start date.
- C. States will provide a roster of who completed the course.
- D. Admissions will email certificates to the students enrolled in the class who successfully complete all the course requirements.

- E. NFA will provide Admissions, in writing, the names of students who do not complete course requirements or who fail examinations. Notification should be received by Admissions within two weeks of the course completion date.

4-IX. State-Sponsored NFA Two- and Six-Day Courses

- A. Admissions staff will enroll students into the offerings after receiving a roster from the site host. After students are enrolled and the student grades are posted, certificates will be emailed to the students.
- B. The Admissions Office will prepare certificates when required for individuals who successfully completed the class and email the certificates directly to the students.

CHAPTER 5 – EMI-SPECIFIC PROCEDURES

5-I. EMI Application and Placement Process

- A. For acceptance into some courses, EMI considers work experience in lieu of, or in addition to, formal credentials.
- B. If it is unclear whether an application meets the course selection criteria, Admissions will notify the EMI course manager of the request for a waiver, and EMI will, in turn, notify Admissions of the decision to waive or not to waive the selection criteria.
- C. Provided the person is qualified, Admissions will place students into EMI courses up until six weeks prior to the course start date, unless one or more of the following occurs:
 - 1. No bed space is available and no alternate housing has been approved by the Superintendent (or delegate/designee).
 - 2. Overbooking is not allowed based on selection criteria provided by the course manager.
 - 3. Travel expenses, caused by late registration and travel arrangements, will result in an extreme increase in airfare and other travel expenses.
 - 4. EMI has conducted a recruiting effort and the course manager has approved the placement of the additional applicants.

5-II. Off-Site (“L”) Courses

- A. Online applications will be submitted through the state training officer or regional training manager for review and endorsement. Admissions must receive the applications prior to the course offering date or within 14 days after the course ends.
- B. For off-site courses that will have stipends paid, EMI course managers will complete the L Course Stipend Worksheet (EMI form), identify all costs to be reimbursed, and obtain approval from the EMI Budget point of contact prior to submitting the form to Admissions. Admissions must have the approved L Course Stipend Worksheet at least four weeks prior to course start date. Admissions will prepare and provide stipend forms to the course manager two weeks prior to course start date.
- C. Admissions staff will process applications and email certificates for off-site resident courses in the following order:

1. Applications where students will be paid a stipend.
2. When immediate need is requested and approved by the EMI Superintendent or the EMI delegate/designee as an exception.
3. All others will be processed in order they were received in the NETC Admissions Office.

5-III. Emergency Management Professionals Program (EMPP)

This program includes the following academies:

National Emergency Management Basic Academy;

National Emergency Management Advanced Academy; and

National Emergency Management Executive Academy

- A. Applications for the EMPP academies are received throughout the year.
- B. Admissions staff will schedule the students for each of the academies.
- C. Admissions staff review and accept applicants for the Basic Academy.
 1. The students are scheduled for the Basic Academy, and enrolled in the first course of the program, E0101, Foundations of Emergency Management. Students must apply for each of the other courses (E0102, E0103, E0146, and E0105).
 2. Students must complete E0101, Foundations of Emergency Management, prior to being scheduled for other courses in the academy.
- D. Designated EMI staff review and accept applicants for the Advanced Academy.
 1. The students for the Advanced Academy are scheduled for E0451. They are then automatically scheduled by Admissions staff for the remaining courses (E0452, E0453, and E0454) as a cohort.
 2. These courses must be completed consecutively.
- E. Designated EMI staff review and accept applicants for the Executive Academy.
 1. The students for the Executive Academy are scheduled for E0680. They are then automatically scheduled for the remaining courses (E0682, E0684, and E0686).

2. The first three courses (E0680, E0682 and E0684) are prerequisites for E0686. These courses do not have to be completed consecutively although EMI prefers that they do.
3. If the student cannot attend one of the courses, they can be rescheduled for that missed course during the next fiscal year or next offering.

5-IV. Master Exercise Practitioner Program (MEPP)

- A. Applications for MEPP are received throughout the year with a deadline of July 1 for each year.
- B. Designated EMI staff review and accept applicants for the program.
- C. Admissions will schedule the students for the complete series of courses (E0132 and E0133).
 1. The applicant is expected to stay within the series to which they have been assigned, rather than attend one class in different series.
 2. If a student cancels from E0132, he/she must be canceled from the other course (E0133) of that series. The student may be rescheduled for another series if space is available.
 3. If the student attends E0132, but cancels from E0133, the student may be rescheduled for another in the series only if space is available. The course manager will notify Admissions in writing of the exception.
 4. Once the student completes the three courses in the series, Admissions will enter the certificate date of the last course in the special program record.

5-V. Master Public Information Officer (MPIO) Program

- A. Applications for MPIO are received throughout the year with a deadline of June 30 for each year.
- B. Designated EMI staff review and accept applications for the program.
- C. Admissions will schedule the students for the complete series of courses (E0389, E0393, and E0394).
 1. If a student cancels from E0389, he/she must be canceled from the other courses (E0393 and E0394 for that series).
 2. Once the student completes the three courses in the series, Admissions will enter the certificate date of the last course in the special program record.



National Fire Academy-specific Standard Operating Procedure

Number	Date
700.3	July 2023

Course Certificates and Grades for Foreign Students

I. Purpose:

- A. This National Fire Academy (NFA)-specific standard operating procedure (SOP) describes the policy and procedures for issuing end-of-course grades and certificates for students who are not United States citizens.
- B. See NETC SOP 119-25 *Admissions Policy and Procedures 2023* for additional requirements pertaining to foreign student applications.

II. Supersession: Replaces NFA-specific SOP 700.3, dated July 2021.

III. Authority/Reference: 15 U.S.C. § 2206 (c) “Powers of Superintendent.”

IV. Definitions: Refer to NFA-specific SOP 100.2.

V. Responsibilities: It shall be the policy of the NFA that foreign students shall be eligible for end-of-course grades or certificates for any NFA-sponsored course which they have successfully completed.

VI. Standard Operating Procedures:

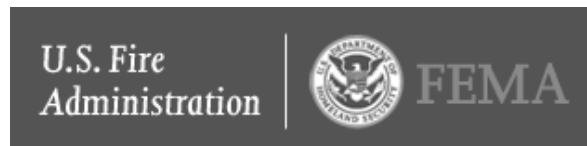
- A. Students, including foreign students, who attend NFA-sponsored courses are eligible for end-of-course grades and certificates in accordance with NFA-specific SOP 700.4 *Student Performance Measures: End of Course Grades*.
- B. In order to receive an end-of-course grade and certificate, students shall complete registration procedures in accordance with stated admissions policies and successfully complete the course.
- C. In rare cases, NFA-sponsored courses may be delivered outside the continental United States or Hawaii, such as U.S. territories or possessions or on Department of Defense military bases. In those cases, the granting of end-of-course grades or certificates shall be at the discretion of the NFA Superintendent.

- VII. Questions:** Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent, at 301-447-1083.

A handwritten signature in black ink, appearing to read 'Eriks J. Gabliks', written in a cursive style.

Eriks J. Gabliks
Superintendent
National Fire Academy

Nothing in this SOP shall be construed or implied as to be in conflict with Department of Homeland Security or Federal Emergency Management Agency policies, procedures or instructions, or collective bargaining agreements that are in effect.



National Fire Academy-specific Standard Operating Procedure

Number	Date
700.4	July 2023

Student Performance Measures: End-of-Course Grades

- I. **Purpose:** This National Fire Academy (NFA)-specific standard operating procedure (SOP) establishes end-of-course grading criteria for student performance in NFA-sponsored courses. This does not apply to grades associated with the Executive Fire Officer Program (EFOP) Applied Research Papers. Please refer to the EFOP Handbook for more information: https://www.usfa.fema.gov/downloads/pdf/efop_guidelines.pdf
- II. **Supersession:** Replaces NFA-specific SOP 700.4, dated July 2021.
- III. **Authority/Reference:** 15 U.S.C. § 2206 (c) “Powers of Superintendent.”
- IV. **Definitions:** Refer to NFA-specific SOP 100.2.
- V. **Responsibilities:** It shall be the policy of the NFA that students who attend NFA-sponsored courses are formally evaluated to verify the degree to which learning objectives and/or outcomes for that course have been met.
- VI. **Standard Operating Procedures:**
 - A. Following completion of the course, students shall be issued an end-of-course grade in accordance with Table 700.4.1 *Student Performance Criteria and Corresponding End-of-Course Grades* (attached).
 - B. Students who withdraw from the course, fail to attend the course, or do not complete the requirements for the course shall be issued a letter grade in accordance with Table 700.4.1 *Student Performance Criteria and Corresponding End-of-Course Grades*.
 - C. End-of-course grades shall be permanently recorded on student transcripts in the National Emergency Training Center (NETC) Admissions Office.
 - D. A copy of this SOP shall be made available to all contract instructors and students.
 - E. Instructional Systems Specialists (ISS), in conjunction with Training Specialists (TS), shall establish student assessment instruments that evaluate performance on the entire range of learning objectives included in each course.

- F. TS, in conjunction with ISS, shall establish the number of student assessment instrument(s) and the minimum passing score requirements for the instrument(s) and the course.
- G. Contract instructors are responsible for administering student assessment instruments and recording student scores in accordance with the form and procedures developed for each course. **Note:** Instructors do not have the authority to dismiss a “high missed” or “bad” question. Instructors must notify the TS. Only the TS has the authority to adjust an assessment instrument and/or a student’s grade.
- H. Contract instructors shall submit the recorded scores to the TS at the end of the course delivery in accordance with the form and procedures developed for each course.
- I. Students who do not obtain an end-of-course passing score shall not be eligible to receive a stipend reimbursement for the failed course.
- J. Students who do not obtain an end-of-course passing score face possible sanctions for up to 12 months regarding acceptance or placement in future on-campus residential course offerings.
- K. Incompletes (I) shall not be given in lieu of a letter grade to simply extend the time given to the student to complete the work without evidence of extenuating circumstances approved by the TS. An “I” grade must be removed by the end of the next semester following the course or it automatically becomes a Fail “F” grade.
- L. The TS shall be responsible for notifying the NETC Admissions Office when the “I” grade is changed to another letter grade.
- M. Appeals regarding an end-of-course grade or other matters in a course shall be discussed first with the contract instructor.

Note: If the student remains dissatisfied, he/she should advance the appeal to the TS.
- N. If the TS is unable to mediate a resolution, the student may advance the appeal to the NFA Deputy Superintendent in accordance with NFA-specific SOP 700.6, *Academic Grievances and Grade Appeals*.
- O. If the appeal is not resolved after mediation at this level, the student may advance the appeal to the NFA Superintendent, whose decision is final.

- P. An official transcript of a student's academic record may be ordered online through the NETC Admissions Office. Transcript request instructions may be found on the USFA website at [National Fire Academy Transcripts and Certificates \(fema.gov\)](https://www.fema.gov/national-fire-academy-transcripts-and-certificates).

VII. Questions: Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent at (301) 447-1083.



Eriks J. Gabliks
Superintendent
National Fire Academy

Attachment - Table 700.4.1 *Student Performance Criteria and Corresponding End-of-Course Grades*

Nothing in this SOP shall be construed or implied as to be in conflict with Department of Homeland Security or Federal Emergency Management Agency policies, procedures or instructions, or collective bargaining agreements that are in effect.

Table 700.4.1
Student Performance Criteria and Corresponding End-of-Course Grades

Letter Grade	Point or Percentage Range	Student Performance Criteria
A	90-100	<ul style="list-style-type: none"> • demonstrates consistent mastery of learning outcomes for the course; • demonstrates ability to interpret, integrate, and apply learning outcomes beyond the context of the course through application of critical and creative thinking skills; • completes work assignments that consistently exceed requirement and that interpret and apply objectives in new, unique, or creative ways; and, • demonstrates consistent leadership in class participation activities.
B*	80-89*	<ul style="list-style-type: none"> • demonstrates a high level of competence in learning outcomes for the course; • demonstrates ability to interpret, integrate, and apply learning outcomes within the context of the course through application of critical and creative thinking skills; • completes work assignments that consistently meet most requirements; and, • contributes regularly to class participation activities.
C	70-79	<ul style="list-style-type: none"> • demonstrates a satisfactory level of competence in learning outcomes for the course; • demonstrates competent ability to interpret, integrate, and apply learning outcomes within the context of the course; • completes work assignments that satisfy minimum requirements for the course; and, • satisfies minimum requirements for class participation activities.
F	69 and below	<ul style="list-style-type: none"> • cannot demonstrate competence in many or fundamental outcomes for the course; • submits work assignments that frequently do not meet minimum requirements, or does not complete the assigned work; and, • does not satisfy minimum requirements for attendance or contribution to class activities.
No Show NS	—	<ul style="list-style-type: none"> • fails to appear for a course they were accepted for without any written notification; they cannot attend another NFA-sponsored class for 2 years.
Incomplete I	—	<ul style="list-style-type: none"> • has satisfactorily completed most of the required work for the course, but due to medical reasons or other extenuating circumstances, is unable to complete the work by the end of the next semester.

*Students enrolled in the Executive Fire Officer Program must achieve a minimum score of 80 in each of the four courses in that curriculum.

National Fire Academy-specific Standard Operating Procedure

Number	Date
700.5	July 2023

Student Performance Measures: Individual Assessment and Course Repeats

- I. **Purpose:** This National Fire Academy (NFA)-specific standard operating procedure (SOP) establishes policies and procedures for the repeat of student assessment instruments and retaking NFA-sponsored courses.
- II. **Supersession:** Replaces NFA-specific SOP 700.5, dated July 2021.
- III. **Authority/Reference:** 15 U.S.C. § 2206 (c) “Powers of Superintendent.”
- IV. **Definitions:** Refer to NFA-specific SOP 100.2.
- V. **Responsibilities:**
 - A. It shall be the policy of the NFA that students who fail a student assessment instrument, or receive an end-of-course F/Failure, or I/Incomplete letter grade shall be allowed the opportunity to remediate the grade to a passing score in accordance with this SOP.
 - B. End-of-course grades shall be permanently recorded in the National Emergency Training Center Admissions Office.
 - C. A copy of this SOP shall be made available to all contract instructors and students.
- VI. **Standard Operating Procedures:**
 - A. Repeats: Individual Student Assessment Instruments:
 1. Students may be permitted two opportunities to obtain a passing score on an assessment instrument.
 2. If a student does not achieve a passing score on an assessment instrument the first time, there is no waiting period before retaking the instrument. However, remediation should be provided prior to the assessment retake.
 3. If a student does not achieve a passing score on the assessment after two attempts, the student’s highest score of the two attempts shall be recorded as permanent.

4. The instructor, upon concurrence of the Training Specialist, may give the student an alternate assessment instrument as long as the learning objectives are evaluated.
5. For NFAOnline mediated courses, students may be permitted two opportunities to obtain a passing score on an assessment instrument.
6. For NFAOnline self-study courses, students will be permitted three attempts to pass an NFAOnline course exam, unless otherwise specified. After which the student's account will become locked and will require remediation and assistance from the NFAOnline Help Desk.

B. Repeats: Entire Course:

1. Students who do not obtain an end-of-course passing score shall not be eligible to receive a stipend reimbursement for the failed course.
2. Students who do not obtain an end-of-course passing score face possible sanctions for up to 12 months regarding acceptance or placement in future on-campus course offerings.
3. Incompletes (I) shall not be given in lieu of a letter grade to simply extend the time given to the student to complete the work without evidence of extenuating circumstances approved by the Training Specialist. An "I" grade must be removed by the end of the next semester following the course, or it automatically becomes an "F" grade.
4. Grades earned as a result of both enrollments may appear on the student's official transcript.

VII. Questions: Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent at 301-447-1083.



Eriks J. Gabliks
Superintendent
National Fire Academy

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National Fire Academy-specific Standard Operating Procedure

Number	Date
700.6	July 2023

Academic Grievances and Grade Appeals

I. Purpose:

- A. This National Fire Academy (NFA)-specific standard operating procedure (SOP) establishes academic grievance and grade appeal procedures for NFA students.
Note: This does not apply to grades associated with the Executive Fire Officer Program (EFOP) Applied Research Paper. Please refer to the EFOP Handbook for more information: https://www.usfa.fema.gov/downloads/pdf/efop_guidelines.pdf
- B. Academic grading reflects careful and deliberate judgment by an instructor delivering a course. Academic evaluation of student performance requires expert consideration of cumulative information. Such decision-making, by its nature, is judgmental and evaluative. The education process, moreover, is not by nature adversarial, but rather centers upon a continuing relationship between instructor and student. Administrative interposition, except in the most extreme instances, is to be avoided.
- C. The NFA recognizes that in rare instances there may be errors, or "palpable injustice(s)" in determination of a final grade. A student alleging such error or palpable injustice; i.e., a clear showing of arbitrary or capricious action, may appeal as provided in this SOP.

II. Supersession: Replaces NFA-specific SOP 700.6, dated July 2021.

III. Authority/Reference: 15 U.S.C. § 2206 (c) "Powers of Superintendent."

IV. Definitions: Refer to NFA-specific SOP 100.2.

V. Responsibilities:

- A. It shall be the policy of the NFA that academic grievances are resolved in accordance with this SOP.
- B. A copy of this SOP shall be made available to all NFA contract instructors and students.

VI. Standard Operating Procedures:

A. Academic Grievances:

1. Any student who believes that he or she has been subjected to an improper decision on an academic matter is entitled to file a grievance to obtain an independent review of the allegedly improper decision, followed by corrective action if appropriate.
2. Formal written grievances must be made within fifteen (15) calendar days of the alleged grievance.
3. Efforts should be made to resolve the issues at an informal level without the complaint escalating to the status of a formal written grievance. The student should first discuss the matter, with the individual(s) most directly responsible.
 - a. If no resolution results, the student should then consult with the individual at the next administrative level, for example, for contract instructors the Training Specialist (TS) is the next level of appeal, or, for those cases in which there is none, the Branch Chief and or the NFA Deputy Superintendent.
 - b. Every reasonable effort shall be made to resolve the informal grievance within thirty (30) calendar days.
4. If informal means of resolution prove unsatisfactory, the NFA-specific SOP 700.1 - *Code of Conduct* and the FEMA Policy 123-0-2 *FEMA Educational and Training Participant Standards of Conduct*, and FEMA Directive 123-0-2-1 *Personnel Standards of Conduct* shall be applied.
5. The student should provide a written statement of the decision that constitutes the subject matter of the alleged grievance or dispute, the grounds on which it is being challenged, and the reasons why the grievant believes that the decision was improperly made. The statement should also include a description of the remedy sought and the informal efforts taken to date to resolve the matter.
6. The grievance shall be submitted to the NFA Deputy Superintendent.
7. The grievant shall be notified of the time and place of the of grievance review. The grievant has a right to appear in person or submit additional written evidence, have representation, and present any witnesses on their behalf.
8. Every reasonable effort shall be made to resolve the formal grievance within sixty (60) calendar days.

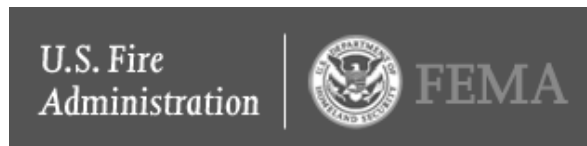
9. The grievance shall be heard by the NFA Superintendent.
- B. End-of-Course Grade Appeals:
1. Students who wish to appeal their end-of-course grade shall first discuss the matter with the instructor to attempt to resolve the conflict. Either the student or the instructor may request that the meeting occur in the presence of the TS.
 2. If students cannot resolve the conflict with the instructor, they may file a grade appeal with the TS.
 - a. The student must submit the appeal in writing within 15 calendar days from the completion of the course.
 - b. The student's written appeal must be in hard copy, and must include:
 - 1) A statement explaining why the student believes their grade should be changed.
 - 2) A list of the student's grades for student assessment instruments completed in the course.
 - 3) For any of the student's work that was not returned to the student by the instructor, the student should include a list of documents that have not been returned. **Note:** Although all graded and practice student assessment instruments are returned to the student for review, the student is required to return all graded and practice student assessment instruments to the instructor. For the purpose of grade appeals, the TS is required to retain all graded and practice student assessment instruments for a minimum of 30 days.
 3. Students should understand that the burden of proof is upon them to make the case that a "palpable injustice" or bias has occurred, so the student should seek to make as strong a case as possible by including supporting documents to claims made.
 4. The TS may deny the appeal, in which case the matter shall be automatically referred to the NFA Superintendent for concurrence or non-concurrence. The decision of the NFA Superintendent shall be final.
 5. The TS shall notify the NETC Admissions Office of the final grade determination.

- VII. Questions:** Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent at 301-447-1083.

A handwritten signature in black ink, appearing to read "Eriks J. Gabliks". The signature is fluid and cursive, with the first name "Eriks" being more prominent.

Eriks J. Gabliks
Superintendent
National Fire Academy

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National Fire Academy-specific Standard Operating Procedure

Number	Date
700.7	July 2023

Student Performance Measures: Maintaining Student Grades

- I. **Purpose:** This National Fire Academy (NFA)-specific standard operating procedure (SOP) outlines the procedures for documenting grades for student assessment instruments, and transferring the end-of-course grade to the National Emergency Training Center (NETC) Admissions Office.
- II. **Supersession:** Replaces NFA-specific SOP 700.7, dated July 2021.
- III. **Authority/Reference:** 15 U.S.C. § 2206 (c) “Powers of Superintendent.”
- IV. **Definitions:** Refer to NFA-specific SOP 100.2.
- V. **Responsibilities:**
 - A. It shall be the policy of the NFA that grades for student assessment instruments shall be documented and maintained in accordance with this SOP.
 - B. Students who attend NFA-sponsored courses shall be formally evaluated to verify that the learning objectives for that course have been met.
- VI. **Standard Operating Procedures:**
 - A. Upon completion of the course, students shall be issued an end-of-course grade in accordance with NFA-specific SOP 700.4 - *Student Performance Measures: End of Course Grades*.
 - B. End-of-course grades shall be permanently recorded in the NETC Admissions system for all NFA sponsored course offerings. End-of-course grades shall be permanently recorded in the NFAOnline learning management system for all NFAOnline self-study courses.
 - C. A copy of this SOP shall be made available to all NFA contract instructors and students.
 - D. Instructors shall evaluate student performance using student assessment instruments developed for the course.

- E. Instructors shall grade all required papers, tests, quizzes and exams. No student self-grading shall be permitted.
- F. Instructors shall record student performance on the class grade sheet in the form and manner developed for the course.
- G. The instructor may at any time discuss a student's performance with that student.
- H. All graded and practice student assessment instruments may be returned to the student for review, but they must be returned to the instructor. **Please note:** No copying/photographing of materials is allowed.
- I. Instructors shall compute each student's end-of-course grade and enter it on the class grade sheet.
- J. The instructor(s) shall sign and date the class grade sheet. The instructor's signature shall mean concurrence with the grade entered on the grade sheet.
- K. Should one or more instructors disagree with the grade entered on the grade sheet, the dissenting instructor(s) shall attach a separate note explaining the reason for the disagreement.
- L. Instructors shall forward the class grade sheet to the Training Specialist (TS), who shall verify the grade computations and end-of-course letter grade. The TS shall sign and date the class grade sheet.
- M. For off-campus courses, the instructor shall submit the student roster with letter grades recorded, projects, tests and exam grade sheets to the state/local site representative. The state/local site representative will place these materials in the NFA-supplied preaddressed, postage-paid envelope and return it to the NFA.

Note: For test documents and any extra materials that were not used in the course delivery, the state/local site representative must return the materials to the NFA or ensure they are disposed of properly (e.g. shredded/ destroyed) to ensure security and integrity of the course assessment process.
- N. In the event of a disagreement among instructors regarding a student's end-of-course grade, the TS shall reconcile the conflict and assign an end-of-course grade.
- O. The TS responsible for the curriculum area shall forward the class grade sheet to the NETC Admissions Office within five (5) business days of receiving it. A FEMA Form 9109.1 (Privacy Data Cover Sheet) shall cover the grade sheet.
- P. The NETC Admissions Office shall enter the end-of-course grade in each student's transcript file.

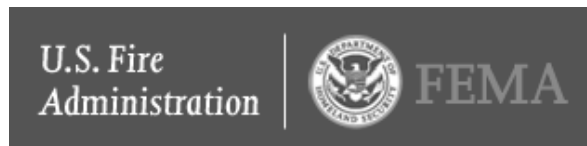
- Q. The NETC Admissions Office shall archive the class grade sheet according to government Records Management regulations.
- R. Students may request a transcript of final course grades according to NETC Admissions Office policy.

VII. Questions: Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent at 301-447-1083.



Eriks J. Gabliks
Superintendent
National Fire Academy

Nothing in this SOP shall be construed or implied as to be in conflict with Department of Homeland Security or Federal Emergency Management Agency policies, procedures or instructions, or collective bargaining agreements that are in effect.



National Fire Academy-specific Standard Operating Procedure

Number	Date
700.8	July 2023

Handheld and Wireless Technology in the Classroom

I. Purpose:

- A. This National Fire Academy (NFA)-specific standard operating procedure (SOP) establishes policies and procedures for the student use of handheld and wireless technology in the classroom.
- B. The NFA is committed to educationally sound uses of technology in the classroom, to providing a secure and challenging learning environment, and to preventing disruption of students' and instructors' educational experiences.
- C. The NFA is also committed to balancing the need for concentration in the course environment with concerns about safety and with students' outside responsibilities. When used properly, hand-held and wireless technologies can enhance the classroom environment and student learning; used improperly, these same technologies can significantly degrade the quality of learning in the course setting.
- D. Each student enrolled in NFA-sponsored courses has a responsibility to other students and to the instructors to contribute to a courteous, respectful learning environment. This responsibility includes not disrupting instruction or distracting fellow students, maintaining an atmosphere that supports academic integrity, and being committed to learning.

II. **Supersession:** Replaces NFA-specific SOP 700.8, dated July 2021.

III. **Authority/Reference:** 15 U.S.C. § 2206 (c) "Powers of Superintendent."

IV. **Definitions:** Refer to NFA-specific SOP 100.2.

V. **Responsibilities:** It shall be the policy of the NFA that the classroom instructor(s) may prohibit any use of hand-held or wireless technology that disrupts learning opportunities, degrades the learning environment, or promotes academic misconduct or illegal activities.

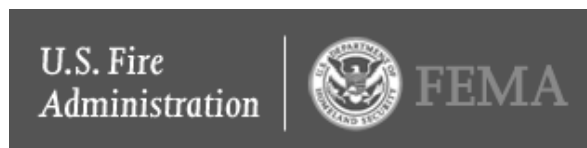
- VI. Standard Operating Procedures:** Unless otherwise specified by the instructor and the training specialist (TS), the following statements govern the appropriate use of handheld and wireless technologies in NFA-sponsored courses:
- A. Communication by electronic devices during course instructional time, including but not limited to instant messaging, text messaging, web surfing, and telephoning during class, is strictly prohibited unless expressly designated as part of the learning activities.
 - B. In conjunction with the NFA's Bring-Your-Own-Device policy, laptops (or any wireless computers or similar electronic devices) are encouraged and may be required to support course activities. Students must avoid non course-related activities such as checking email or social networking sites, web-surfing, or playing games as these diminish their—and their classmates'—engagement with instructional activities.
 - C. Electronic audio or video recording of the classroom environment by students is prohibited unless permission is given by the instructor and/or the training specialist (TS) and the other students prior to recording.
 - D. Unauthorized use of electronic communication or wireless devices during quizzes, examinations, or other graded activities may warrant disciplinary action under the terms of the NFA-specific Standard Operating Procedure 700.1 *Code of Conduct*.
 - E. Activities that violate laws and/or federal policies, such as those related to intellectual property rights or copyright, eavesdropping, or sexual harassment are prohibited and shall be reported to the course instructor, TS or supervisor.
 - F. Students who require access to handheld or wireless technology as assistive measures for documented disabilities shall be required to document their need in Block 11 on FEMA Form 119-25-1 (General Admission's Application).
 - G. Where personal emergency, family care responsibilities, or employment situations require access to electronic communication devices, arrangements must be made in advance with the instructor. The instructor is authorized to decide if such access is appropriate.
 - H. Other exceptions to this policy may be granted at the discretion of the instructor.
 - I. A copy of this SOP shall be made available to all students and instructors.
 - J. Sanctions for violation of this policy may be determined by the instructor in consultation with and by approval of the TS, and may include dismissal from the class, zero grades on quizzes or examinations, failure in the class or other penalties that the instructor and TS determine to be appropriate.

- VII. Questions:** Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA Deputy Superintendent at 301-447-1083.

A handwritten signature in black ink, appearing to read 'Eriks J. Gabliks', is centered on the page.

Eriks J. Gabliks
Superintendent
National Fire Academy

Nothing in this SOP shall be construed or implied as to be in conflict with Department of Homeland Security or Federal Emergency Management Agency policies, procedures or instructions, or collective bargaining agreements that are in effect.



National Fire Academy-specific Standard Operating Procedure

Number	Date
700.9	March 2024

Acceptance of Class Gifts

- I. **Purpose:** This National Fire Academy (NFA)-specific standard operating procedure (SOP) is to establish a policy regarding the receipt of gifts from students or classes attending training courses at the National Emergency Training Center (NETC).
- II. **Supersession:** N/A. New NFA-specific SOP created December 2023.
- III. **Authority/Reference:** 15 U.S.C. § 2206 (c) “Powers of Superintendent.”
- IV. **Definitions:** Refer to NFA-specific SOP 100.2
- V. **Responsibilities:** It shall be the policy of the NFA that the organization will not accept gifts from students or classes.
- VI. **Standard Operating Procedures:**
 - A. In recognition of ongoing maintenance, display and storage concerns, the NFA or its employees will not accept gifts from students or classes attending training programs at the NETC.

This includes, but is not limited to, plaques, photos, display items, recreational items (pingpong tables, pool tables, etc.), park-type benches and nursery stock (trees, shrubs, etc.).
 - B. All items will be immediately returned or donated to a local nonpartisan, nonprofit organization.
 - C. Students or classes wishing to voluntarily thank the NFA for the training they’ve received will be encouraged to donate directly to a nonpartisan, nonprofit organization in need of assistance that enables a positive partnership to be created with the fire and emergency medical services professions. In that case, the donation will be recognized during the class’s certificate presentation or graduation ceremony.
 - D. A copy of this SOP shall be made available to all students and instructors.

E. This SOP is separate from:

1. Gifts and Donations to the U.S. Fire Administration SOP handled by NETC Management, Operations and Support Services Division.
2. Federal Emergency Management Agency (FEMA) Directive FD-306-21-0001, Agency Gift Acceptance, June 2021.
3. FEMA Instruction FI-306-21-0001, Accepting Gifts to the Agency, June 2021.

VII. Questions: Questions regarding the content of this NFA-specific SOP may be addressed to the office of the NFA deputy superintendent at 301-447-1083.



Eriks J. Gabliks
Superintendent
National Fire Academy

Attachment (3)

700.9a — SOP: Gifts and Donations to the U.S. Fire Administration, June 2021

700.9b — FEMA FD-306-21-0001, Agency Gift Acceptance, June 2021

700.9c — FEMA FI-306-21-0001, Accepting Gifts to the Agency, June 2021

Nothing in this SOP shall be construed or implied as to be in conflict with Department of Homeland Security or FEMA policies, procedures or instructions, or collective bargaining agreements that are in effect.

United States Fire Administration

Repository Standard Operating Procedure

Revised June 2021

TITLE (Subject):	Gifts and Donations to the U.S. Fire Administration		
INTRODUCTION (Brief Description):	<p>Per FEMA Directive 306-21-0001 and FEMA Instruction 306-21-0001, the authority to accept gifts on behalf of the U.S. government is a highly technical matter, and, requires review by the Office of Chief Counsel (OCC) before Authorized Agency Officials accept any gifts. The only Authorized Agency Official for USFA is the U.S. Fire Administrator. Employees must immediately report all offers of gifts.</p> <p>All donations and gifts are coordinated by a single POC in the NETC MOSS Division at USFA to ensure the proper procedures are followed.</p>		
Division/Branch:	FA-SS-OS	Office Location:	NETC Bldg I, Room 212
Email Address:	patricia.mogenhan@fema.dhs.gov	Phone Number:	(301) 447-1418

PROCEDURE	
<p>1. All donations are coordinated through NETC Management, Operations, and Support Services Division (MOSS). Immediately notify the NETC MOSS Administrative Specialist (Patty Mogenhan) when you become aware of an offer of a gift. She will contact the donor to complete FEMA Form 112-13-0-2, Gift Donation Agreement and collect all other information needed for OCC to review the offer.</p>	
<p>Note: On the form, the best choice for "Interest Being Transferred" is the last box "I am donating the property, and hereby transfer all rights and title in the property to FEMA..." If either of the other boxes are marked, USFA and/or OCC probably will not accept the gift.</p>	
<p>2. The MOSS Admin Spec routes FF 112-13-0-2 and attachments for the U.S. Fire Administrator's acceptance through Director NETC MOSS and FEMA Office of Chief Counsel.</p>	
<p>3. If the donation is determined to be acceptable, the U.S. Fire Administrator signs accepting the donation on behalf of the government.</p>	
<p>4. The MOSS Admin Specialist will prepare a response to the donor, and forward for signature by the MOSS Director, sample attached. MOSS Division Secretary mails the original with a cc to the USFA point of contact receiving the donation, and MOSS Admin Specialist to maintain in accordance with FEMA Records Management.</p>	
<p>5. The MOSS Admin Specialist enters the donation information in the Donations Database at http://netcapps.fema.net/Donations/Modules/Donations.aspx The database information includes: Dates, Name of Donor, Value of gift, Type of gift, and notes (if needed).</p>	
<p>6. The MOSS Admin Specialist will provide documentation of gift approval and value to the Property Management Specialist so the item can be added to the accountable property inventory. [LRC material is not added to the property inventory.]</p>	
Notes	
<p>References: FEMA Directive #FD-306-21-0001: Agency Gift Acceptance, June 2021 FEMA Instruction #FI-306-21-0001: Accepting Gifts to the Agency, June 2021 FEMA Forms: 112-13-0-1, Checklist and 112-13-0-2, Gift Donation Agreement</p>	

United States Fire Administration

Repository Standard Operating Procedure

Revised June 2021

Sample Letter to the Donor:

Mr. Doe, Secretary
Westphal Hose Company No. 5, Inc.
715 Queen Street
Timbuktu, WV 25404-3540

Dear Mr. Doe,

On behalf of the United States Fire Administration, National Emergency Training Center, I would like to thank you for your generous donation of the publication *Don't Start Fires Or You'll Get Burned*, 4th Edition (Hard Bound Book). In accordance with the provisions of Section 21(b) of the Federal Fire Prevention and Control Act of 1974 (Public Law 93-498) (15 U.S.C. 2218), USFA accepts your offer with the understanding that the publication will become the property of USFA, and that the publication will be utilized and/or disposed of, as determined appropriate, by officials of USFA.

Your contribution will be placed in the campus Learning Resource Center and will be a valuable addition to the resources available for students who attend courses here at our facility in Emmitsburg, Maryland.

We are grateful for your support of the National Emergency Training Center in our continuing efforts to help improve the training of our Nation's firefighters. Please feel free to contact my office at (301) 447-1223 if you have any questions regarding this donation.

Sincerely,

Albert H. Fluman
Director
NETC Management, Operations, and Support Services
Division

cc:
NETC Library [or appropriate office]



FEMA

FEMA Directive: Agency Gift Acceptance

FEMA Directive #FD-306-21-0001

BACKGROUND

The Federal Emergency Management Agency (FEMA) may accept and solicit gifts to the agency pursuant to authority vested in the FEMA Administrator, the United States Fire Administration (USFA), or their authorized agency officials. Because FEMA must ensure the fair and objective conduct of its mission and activities, and as FEMA's authority to accept and solicit gifts is a highly technical matter, components must consult with an Office of Chief Counsel Ethics Counselor prior to accepting or soliciting any gift to the agency.

The gifts to which this Directive applies include 1) gifts accepted in furtherance of the Stafford Act and for emergency preparedness purposes, 2) gifts accepted in furtherance of the Earthquake Hazards Reduction Act, and 3) gifts accepted on behalf of the United States Fire Administration in furtherance of fire prevention and control. Some examples of gifts to which this Directive applies include commodities offered by a private company for disaster relief, land or property offered by a private company for FEMA use, and services offered to FEMA to assist in educating the public on fire prevention.

This directive supersedes FEMA Directive 112-13, Agency Gift Acceptance and Solicitation, issued on November 20, 2012, and establishes a policy for accepting and soliciting gifts to the agency.

PURPOSE

This directive establishes FEMA guidelines on use of the Administrator's delegated agency gift acceptance authority by defining its scope and application, by prescribing the principles and governing standards on the acceptance and solicitation of gifts, and by setting forth accounting requirements related to use of this authority.

Corresponding FEMA Instruction FI-306-21-0001, Accepting Gifts to the Agency details how to accept, solicit, or decline a gift to the agency, and describes the procedures required to redelegate the Administrator's agency gift acceptance authority.



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PRINCIPLES

- A. Accepting or soliciting a gift to the agency should further the statutory purpose of the applicable gift authority as well as the Agency's mission.
- B. Accepting or soliciting a gift to the agency should not cause the public to question FEMA's integrity, impartiality, operations, or ability to carry out its mission.
- C. The Agency's authority to accept, solicit, and utilize gifts includes the authority to receive, administer, invest, spend, and dispose of gifts.

REQUIREMENTS

A. SCOPE

Outcome: Under the Administrator's agency gift acceptance authority described in this directive, FEMA may not accept or solicit any gift to the agency that exceeds the scope of the statutes described in this directive and may use any gifts it accepts only for authorized purposes.

- 1. This directive applies to gifts to the agency that are accepted or solicited pursuant to the Administrator's agency gift acceptance authority, which (s)he has delegated, pursuant to: 1) section 701(b) authorizing gift acceptance in furtherance of the purposes of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act); 2) section 621(d) of the Stafford Act authorizing gift acceptance in furtherance of emergency preparedness, 3) 42 U.S.C. § 7705(c) authorizing gift acceptance for the purposes of the Earthquake Hazards Reduction Act of 1977, and 4) the Federal Fire Prevention and Control Act of 1974.
- 2. This directive does not apply to the following:
 - a. Use of services or facilities of State, Tribal, territorial, and local governments, pursuant to Stafford Act § 306(a) (codified as amended at 42 U.S.C. § 5149) and of relief or disaster assistance organizations pursuant to § 309(a) (codified as amended at 42 U.S.C. § 5152(a));
 - b. Gifts on behalf of the Center for Domestic Preparedness (CDP) pursuant to the "First Responder Anti-Terrorism Training Resources Act," Public Law 111-245, 124 Stat. 2620 (codified at 6 U.S.C. § 321n);
 - c. Gifts of real property pursuant to the Federal Earthquake Hazards Reduction Act at 44 C.F.R. § 362.3;



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- d. Voluntary and uncompensated services by individuals or organizations pursuant to Stafford Act § 621(c)(3) (42 U.S.C. §§ 5197(c)(3)); Volunteer services accepted under 15 U.S.C. § 2218(b)(2); Unpaid Student Volunteer services accepted pursuant to the authority set forth in 5 U.S.C. § 3111;
- e. Gifts accepted by the U.S. General Services Administration (GSA) under its own authorities for use by FEMA;
- f. Gift of travel related expenses accepted pursuant to 31 U.S.C. § 1353;
- g. Gifts to an individual employee, including:
 - i. Gifts made by a foreign government or organization, or representative thereof, pursuant to the Foreign Gifts and Decorations Act of 1966, as governed by 5 U.S.C. § 7342;
 - ii. Gifts incident to training (contributions, awards or other expenses) accepted pursuant to the Government Employees Training Act, 5 U.S.C. § 4111;
 - iii. Gifts made by a political organization to an agency employee who may take an active part in political management or in political campaigns in accordance with the terms of the Hatch Act Reform Amendments of 1993, 5 U.S.C. § 7323; or
 - iv. Gifts made directly or indirectly that an employee may accept in a personal capacity pursuant to the authority and regulations set forth in 5 C.F.R. part 2635, subpart B or subpart C.

B. Authority to Accept, Solicit, and Decline

Outcome: Only Authorized Agency Officials may accept, solicit, or decline a gift to the agency.

1. Employees without official delegated gift acceptance authority shall refer all offers for agency gifts, regardless of value, to an Authorized Agency Official for consideration.
2. Authorized Agency Officials must obtain OCC Ethics Counselor review and approval before accepting or soliciting a gift to the agency. Following analysis by an OCC Ethics Counselor, the Authorized Agency Official may accept, solicit, or decline a gift.
3. An Authorized Agency Official may decline to accept a gift as a matter of agency discretion, even if the law otherwise permits acceptance.



C. Redelegation of Agency Gift Acceptance Authority

Outcome: All redelegations of the Administrator's agency gift acceptance authority authorizing an agency employee to accept, solicit, or decline gifts to the agency must be in writing and recorded with OCC Legal Counsel and Ethics Legal Division (LCELD).

1. Redelegations of the Administrator's gift acceptance authority set forth in FEMA Delegation #112-002a-1, *Delegations to Senior Leadership Officials and Related Authority*, will adhere to the standards set forth in FEMA Directive #112-002b-1, *Delegations of Authority*, and accompanying FEMA Instruction #112-002b-1-1, *Delegations of Authority*.
2. Every redelegation of agency gift acceptance authority requires review by an OCC Ethics Counselor and must be recorded with OCC LCELD pursuant to the procedures described in the accompanying instruction for agency gift acceptance.

D. Factors to Consider

Outcome: Before accepting or soliciting a gift to the agency, Authorized Agency Officials must analyze the propriety of a gift in accordance with the procedures described in the accompanying FEMA instruction.

1. Gifts generally should be made directly to the Agency and not through intermediaries. Where a gift is offered by an intermediary, both the intermediary and the source of the gift should be analyzed to determine whether accepting, soliciting or declining the offer is appropriate.
2. An Authorized Agency Official may not accept or solicit a gift to the Agency if it:
 - a. Attaches conditions that are inconsistent with applicable laws or regulations
 - b. Is conditioned upon or will require the expenditure of appropriated funds that are not available to the Agency
 - c. Requires the Agency to provide the donor with some privilege, concession, or other present or future benefit in return for the gift
 - d. Requires the Agency to adhere to particular requirements as to the deposit, investment, or management of funds donated
 - e. Requires the Agency to undertake or engage in particular activities that are not related to the Agency's mission, programs or statutory authorities
 - f. Reflects unfavorably on the ability of the Agency or its employees to carry out their responsibilities or official duties in a fair and objective manner, or



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compromises the integrity or the appearance of the integrity of its programs or any employee involved in those programs

3. Other factors that may implicate impartiality and appearance issues include but are not limited to:
 - a. High market value of the gift
 - b. Timing of gift creating possible appearance that donor seeks to influence Agency action
 - c. Offeror or donor of the gift is a prohibited source
 - d. Accepting gift provides the donor disproportionate Agency access
4. Offers of gifts from a foreign government, a foreign or international body, or representative thereof, should be referred to the Office of Policy & Program Analysis (OPPA), International Affairs Division (IAD) to coordinate with the Office of Response and Recovery (ORR), the Office of Chief Counsel (OCC), and other appropriate federal agencies.
5. Where possible, unsolicited individual gifts of money should be returned with a note of appreciation. Acceptable gifts of money, as determined by the Authorized Agency Official and an OCC Ethics Counselor in coordination with the relevant OCC divisions, the Office of the Chief Financial Officer (OCFO), FEMA Finance Center (FCC), as well as any other offices within the Agency with equities, may be sent for deposit in the appropriate FEMA account.

E. Legal Documents and Other Communications

Outcome: Authorized Agency Officials shall consult with an OCC Ethics Counselor on the appropriate legal documents required to accept, solicit, or decline a gift to the agency.

1. All gifts to the agency must be coordinated with OCC (including both an OCC Ethics Counselor and the relevant OCC division for substantive concerns) to ensure that other appropriate terms and conditions are established for acceptance and use. Contact OCC for the development, review, and approval of Interagency Agreements, Memorandums of Understanding and Memorandums of Agreement, Revocable License Agreements, and Real Property License and Use Agreements.
2. Employees shall not provide a donor with any commitment, privilege, concession, or other current or future benefit in return for a gift.




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3. Accepting or soliciting a gift should not in any way be deemed an endorsement of the donor or of the donor's products, services, activities, or policies.
4. Gifts may be acknowledged in a letter of appreciation to the donor, but any such letter must be reviewed by an OCC Ethics Counselor prior to transmittal.



Deanne Criswell
Administrator



Date



FEMA

ADDITIONAL INFORMATION

REVIEW CYCLE

FEMA Directive FD-306-21-0001, Agency Gift Acceptance, will be reviewed, reissued, revised, or rescinded within four years of the issue date.

AUTHORITIES

- A. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288, § 701(b) (1974) (42 U.S.C. § 5201(b)) [hereinafter “Stafford Act”] (authority for the President or President’s Delegate to accept gifts of service, money, or property to carry out the purposes of the Stafford Act).
- B. Stafford Act, § 621(d) (42 U.S.C. § 5197(d)) (authority for the FEMA Administrator to accept gifts of supplies, equipment, and facilities for emergency preparedness purposes).
- C. Earthquake Hazards Reduction Act, Pub. L. No. 95-124, § 9 (1977) (42 U.S.C. § 7705c) (authority for the FEMA Administrator to accept and use bequests, gifts, or donations of services, money, or property to carry out the purposes of the Earthquake Hazards Reduction Act); 44 C.F.R. Part 362 (sets forth criteria for determining whether the FEMA Administrator may accept and use bequests, gifts, or donations of services, money, or property to carry out the purposes of the Earthquake Hazards Reduction Act).
- D. Federal Fire Prevention and Control Act, Pub. L. No. 93-498, § 21(b)(2) (1974) (15 U.S.C. § 2218(b)(2)) (authority for the Administrator of the USFA within FEMA to accept gifts and voluntary and uncompensated services for the purposes of the Federal Fire Prevention and Control Act).

REFERENCES

- A. FEMA Delegation #112-002a-1, *Delegations to Senior Leadership Officials and Related Authority*
- B. FEMA Directive #112-002b-1, *Delegations of Authority*
- C. FEMA Instruction #112-002b-1-1, *Delegations of Authority*
- D. FEMA Instruction #FI-306-21-0001, *Accepting Gifts to the Agency*



FEMA

DEFINITIONS

Administrator means the Administrator of FEMA.

Agency means FEMA, and, for purposes of this Directive, includes the USFA with respect to USFA's gift acceptance authority pursuant to 15 U.S.C. § 2218(b)(2).

Authorized Agency Official means the Administrator, the Administrator's delegatee, or any other Agency employee specifically delegated this authority consistent with FEMA Delegation #112-002a01, *Delegations to Senior Leadership Officials and Related Authority*, and FEMA Instruction # 112-002b-1-1, *Delegations of Authority*, to accept gifts on behalf of the agency under law.

Emergency preparedness means all those activities and measures described in section 602(a)(3) of the Stafford Act (42 U.S.C. § 5195a(a)(3)).

Employee means an employee of FEMA.

Facilities means buildings, shelters, utilities, and land.

Gift means anything of monetary value including discount, donation, bequest of money, use of facilities, personal property, or volunteer services within the scope of the authorities described above and may include travel reimbursements or payments for attendance at or participation in meetings or events.

Money means currency, checks, money orders, gift cards functioning as cash equivalents, or other forms of negotiable instruments.

OCC Ethics Counselor means an OCC attorney with a written ethics delegation from the Chief Counsel.

Personal property means all property, tangible or intangible, not defined as real property and includes stocks and bonds, but not money.

Prohibited source means any person as defined by 5 C.F.R. §2635.102, including but not limited to and individual organization, or entity that:

- a. Seeks official action by FEMA
- b. Does or seeks business with FEMA
- c. Conducts activities regulated by FEMA
- d. Has interests that may be substantially affected by the performance or nonperformance of an employee's official duties
- e. Is an organization or entity with a majority of members who are described in a-d above



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Real property means land or anything attached to the land that is immovable, such buildings and other permanent structures.

Services means labor or professional work performed for the benefit of another or at another's direction

Use of facilities means use of space, equipment, and all other facilities.

MONITORING AND EVALUATION

FEMA's OCC Legal Counsel and Ethics Legal Division will monitor questions and concerns raised by FEMA components related to the implementation of this directive to inform future revisions.

QUESTIONS

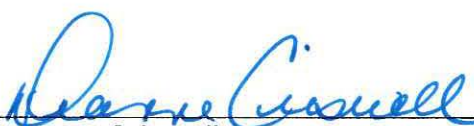
Please direct questions to OCC's Legal Counsel and Ethics Legal Division at FEMA-Ethics@fema.dhs.gov.

Responsible Office

In addition to the foregoing, the Office of the Chief Counsel will collaborate across legal divisions to ensure that accepting a gift to the agency complies with all other non-ethics related legal requirements.

Instruction #FI-306-21-0001: Accepting Gifts to the Agency

[June 2021]
Version 1.0



Deanne Criswell
Administrator
6-10-2021

Date



FEMA

Table of Contents

OVERVIEW	3
OVERARCHING APPROACH.....	3
1: GENERAL INFORMATION	3
2: REDELEGATIONS OF GIFT ACCEPTANCE AUTHORITY.....	4
3: PROCEDURES.....	5
A. ACCEPTING AND SOLICITING A GIFT TO THE AGENCY.....	5
B. GIFTS THROUGH INTERMEDIARIES.....	6
C. USE OF SERVICES AND FACILITIES.....	6
D. NEGOTIATING TERMS OF ACCEPTANCE.....	6
E. WRITTEN ACCEPTANCE.....	7
F. INADVERTENT ACCEPTANCE.....	7
G. DECLINING A GIFT.....	8
H. GIFTS OF MONEY	8
I. LETTERS OF APPRECIATION	9
ADDITIONAL INFORMATION.....	9
A. REVIEW CYCLE.....	9
B. AUTHORITIES.....	9
C. REFERENCES	10
D. DEFINITIONS	10
E. MONITORING AND EVALUATION	11
F. QUESTIONS	11

Overview

This instruction details processes and procedures to implement FEMA Directive #FD-306-21-0001: Agency Gift Acceptance.

Overarching Approach

This instruction starts with general information, which lays out the applicability and scope of the instruction, describing the roles and responsibilities of agency employees when accepting, soliciting, or declining a gift to the agency. It then details FEMA's agency gift acceptance and solicitation rules and provides procedures for obtaining ethics approval from an Office of Chief Counsel (OCC) Ethics Counselor before accepting or soliciting a gift to the agency. Finally, it closes with information on the relevant definitions, authorities, review cycle and monitoring information, and a contact point for any questions.

1: General Information

As provided for in FEMA Directive #FD-306-21-0001, FEMA may solicit, accept, utilize, spend, and dispose of gifts. An Authorized Agency Official must have written delegated authority and concurrence from an OCC Ethics Counselor before accepting or soliciting gifts to the agency. This instruction provides guidance on how to implement FEMA Directive #FD-306-21-0001 with respect to gifts the agency solicits or accepts pursuant to: 1) section 701(b) authorizing gift acceptance in furtherance of the purposes of the Stafford Act; 2) section 621(d) authorizing gift acceptance in furtherance of emergency preparedness; 3) 42 U.S.C. 7705(c) authorizing gift acceptance for the purposes of the Earthquake Hazards Reduction Act; and 4) 15 U.S.C. 2218(b)(2) authorizing U.S. Fire Administrator to accept gifts for purposes of the Fire Prevention and Control Act.

Roles and Responsibilities:

1. **FEMA employees** (other than Authorized Agency Officials) must immediately report all offers of gifts to the agency to an Authorized Agency Official for consideration. Employees may consult with an OCC Ethics Counselor to determine who is an Authorized Agency Official. Only Authorized Agency Officials may, within their delegated authority, accept, solicit, or decline gifts to the agency pursuant to FD-306-21-0001. To report offers of gifts to the agency, the FEMA employee must:
 - a. Inform the Authorized Agency Official about all discussions regarding the possibility of a gift;
 - b. Provide a description of the gift offered;
 - c. Provide a description of who is offering and paying for the gift;

- d. Not make any unauthorized commitments;
 - e. Not provide a potential donor with any commitment, privilege, concession, or other present or future benefit in return for a gift.
2. **Authorized Agency Officials** who possess written official delegations of gift acceptance authority may accept, solicit, or decline gifts to the agency pursuant to FEMA Directive #FD-306-21-0001. An Authorized Agency Official is responsible for:
- a. Obtaining legal advice and approval from an OCC Ethics Counselor before accepting or soliciting a gift to the agency.
 - b. Verifying from knowledgeable contracting and grants officials whether the prospective donor is a "prohibited source."
 - c. Conducting an initial analysis in accordance with the preliminary checklist provided in this Instruction.
 - d. Providing all relevant facts to OCC Ethics Counselors to allow for a thorough analysis of any potential solicitation or acceptance of a gift.
 - e. Reporting all accepted gifts to the agency to OCC Ethics Counselors.
 - f. Contacting the Personal Property Policy & Transportation Branch to identify gifts that meet the FEMA personal property accountability criteria and record and manage these assets in the recognized DHS personal property system of record, the Sunflower Asset Management System (SAMS).
3. **OCC Ethics Counselors** are responsible for:
- a. Providing Authorized Agency Officials a written conflict of interest analysis recommendation prior to them accepting or soliciting a gift to the agency from a non-federal source.
 - b. Consulting with other OCC legal divisions when supporting an Authorized Agency Official in FEMA negotiating the terms of accepting a gift to the agency.
 - c. Recording all accepted gifts to the agency, as reported by Authorized Agency Officials, with OCC Legal Counsel and Ethics Legal Division (LCELD). Documentation for agency gift acceptance may include license and use agreements, memoranda of agreements, or other applicable documents.

2: Redelegations of Gift Acceptance Authority

All re-delegations of the Administrator's agency gift acceptance authority must be recorded with OCC Legal Counsel and Ethics Legal Division and follow the processes described in FEMA Directive 112-002b-1, *Delegations of Authority* and FEMA Instruction 112-002b-1-1, *Delegations of Authority*.

3: Procedures

A. Accepting and Soliciting a Gift to the Agency

1. **Who may accept and solicit:** Only an Authorized Agency Official may accept or solicit a gift to the agency.
2. **Authority to accept and solicit:** An Authorized Agency Official may, within their delegated authority, accept or solicit a gift to the agency only if it is appropriate under statutory or regulatory authority *and* if the solicitation would not violate the law, present a conflict of interest, or reflect unfavorably upon the integrity of FEMA, its programs, officials, or ability to carry out its mission.
3. **Legal review:** Authorized Agency Officials must obtain review and approval from an OCC Ethics Counselor *before* soliciting or accepting a gift to the agency from a non-federal source. Authorized Agency Officials must gather the required information and go through the preliminary checklist prior to consulting with an OCC Ethics Counselor.
 - a. **Required information:**
 - i. The identity of the donor;
 - ii. The actual or estimated monetary market value of the gift, or the cost to the donor;
 - iii. The purpose of the gift;
 - iv. The nature of the gift;
 - v. The timing of the gift;
 - vi. The nature and sensitivity of any matter pending before the Agency affecting the financial or personal interests of the potential donor;
 - vii. The significance of any individual employee's role in any matter affecting the potential donor, if the benefits of the gift will affect the FEMA employee;
 - viii. The frequency of other gifts solicited from the same donor; and
 - ix. The agency activity, purpose, or need that the gift will aid or facilitate;
 - x. The potential transportation, storage, maintenance, or other relevant costs of acceptance.
 - b. **Preliminary checklist:** If the answer to any question below is "yes," do not solicit or accept the gift. Does soliciting or accepting the gift:
 - i. Create an actual or apparent conflict of interest?
 - ii. Reflect badly upon the ability of the Agency, or any agency employee, to carry out FEMA's responsibilities or official duties in a fair or impartial manner?
 - iii. Compromise or cast doubt on either the integrity of FEMA's programs or any involved FEMA official?

- iv. Attach conditions inconsistent with applicable Federal laws, regulations, or agency policy?
- v. Require the expenditure of appropriated funds not available to FEMA?
- vi. Require the Agency to provide the donor some privilege, concession, or other present or future benefit (e.g., grant, contract, consulting agreement, or employment) in return for the gift?
- vii. Require the Agency to adhere to particular requirements for depositing, investing, or managing donated funds?
- viii. Require the Agency to undertake or engage in activities that are not related to the Agency's mission, programs, or statutory duties?
- ix. Create the perception that the Agency favors the donor?
- x. Involve parties to matters, including grant determinations or contract award proceedings, that are pending or expected to be pending before the Agency?

B. Gifts through Intermediaries

1. Gifts should be made directly to the Agency, not through intermediaries.
2. Where a donor offers a gift through an intermediary, the Authorized Agency Official and consulted OCC Ethics Counselor must analyze both the intermediary and the source of the gift in accordance with the legal review factors set forth in this Instruction to determine whether acceptance would be appropriate.

C. Use of Services and Facilities

Use of services and facilities must be solicited or accepted pursuant to the policies and procedures established in this instruction unless specifically excluded by FEMA Directive #FD-306-21-0001.

1. The use of services and facilities requires OCC coordination to ensure that other appropriate terms and conditions are established for acceptance and use of the facility.
2. Contact OCC for the development, review, and approval of Interagency Agreements, Memorandums of Understanding and Memorandums of Agreement, Revocable License Agreements, and Real Property License and Use Agreements.

D. Negotiating Terms of Acceptance

Following analysis and concurrence by a qualified OCC Ethics Counselor in accordance with the factors described above, FEMA may negotiate the terms of

accepting a gift to the agency. OCC Ethics Counselors must consult with relevant OCC legal divisions before modifying certain documents, including, but not limited to:

1. Contractual language:
 - a. Gift acceptance documents (e.g., license and use agreements, memorandums of agreement, etc.) must remain free from contractual language that obligates performance by the United States.
2. Liability Waivers and Jurisdictional Limitations:
 - a. FEMA may not sign any agreements that could be construed as waiving the sovereign immunity of the United States, nor may FEMA agree to any jurisdictional limitations regarding where a case may be brought.
3. Use of appropriated funds:
 - a. Prior to accepting a gift, OCC Ethics Counselors must review (1) the potential transportation, storage, maintenance, or other relevant costs of acceptance; (2) who is responsible for those costs; (3) whether FEMA is able to support these costs or whether other funding is available, requiring consultation with OCC Procurement and Fiscal Law Division.
4. Use of DHS Seal and FEMA Branding:
 - a. DHS seal, the FEMA signature (DHS Seal and FEMA Wordmark) and FEMA branding may not be used by third parties to promote or publicize any gift to the agency.
 - b. FEMA does not prohibit third parties from using true facts regarding gifts to the agency in their promotional materials.
5. Endorsements:
 - a. FEMA and its employees must avoid acts or statements that may be interpreted as an endorsement of a third party, its products, or services.

E. Written Acceptance

All gifts to the agency must be accepted in writing and recorded with the Agency. The reviewing OCC Ethics Counselor must send finalized documents for accepted gifts to OCC LCELD.

F. Inadvertent Acceptance

If a gift is received before an Authorized Agency Official can consult with a qualified OCC Ethics Counselor, the employee must immediately inform an OCC Ethics Counselor upon receipt of the gift and await further guidance.

G. Declining a Gift

1. **Conditional gifts:** An Authorized Agency Official must refuse a gift that:
 - a. Includes conditions that are inconsistent with applicable laws or regulations;
 - b. Is conditioned upon or will require the improper expenditure of appropriated funds;
 - c. Requires the Agency to provide the donor with some privilege, concession, or other present or future benefit in return for the gift;
 - d. Requires the Agency to adhere to particular requirements as to deposit, investment, or management of funds donated;
 - e. Requires the Agency to undertake or engage in particular activities
2. **Impartiality concerns:** An Authorized Agency Official must not solicit or accept any gift if, after consultation with an OCC Ethics Counselor, the Authorized Agency Official determines that such solicitation or acceptance of the gift would:
 - a. Reflect unfavorably upon the ability of the Agency, or any employee of the Agency, to carry out FEMA responsibilities or official duties in a fair and objective manner; or
 - b. Compromise the integrity or the appearance of the integrity of its programs or any official involved in those programs.
3. **Refusal:** An Authorized Agency Official may decline to accept a gift orally or in writing and may advise a donor of the reason why the Agency has declined the gift.

An Authorized Agency Official may decline to accept a gift as a matter of agency discretion, even though the law might otherwise permit acceptance.

H. Gifts of Money

1. Where possible, unsolicited individual gifts of money should be returned with a letter of appreciation.
2. FEMA may only accept a gift of money to the Agency with the concurrence of an Ethics Counselor, and in coordination with OCC divisions, the Office of the Chief Financial Officer (OCFO), the FEMA Finance Center (FCC), as well as other offices within the Agency with equities.
3. Where determined acceptable, checks or money orders should be made payable to:
 - a. "Federal Emergency Management Agency" or
 - b. "U.S. Fire Administration"
4. Acceptable gifts of money may be sent to:

FEMA

P.O. Box 6200-16
Portland, OR 97228-6200

I. Letters of Appreciation

1. If the agency wishes to send a letter of appreciation to the donor of the gift, the letter must not contain endorsement language and must be cleared with an OCC Ethics Counselor prior to transmittal.
2. Disclaimers may be appropriate to avoid an unintentional endorsement.
 - a. Acceptance of a gift by the Agency must not be deemed in any way as an endorsement of the donor, the donor's products, services, activities, or policies.

Additional Information

A. Review Cycle

Instruction FI-306-21-0001: Accepting Gifts to the Agency, will be reviewed, reissued, revised, or rescinded within four years of the issue date.

B. Authorities

1. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288, § 701(b) (1974) (codified as amended at 42 U.S.C. § 5201(b)) [hereinafter "Stafford Act"] (authority for the President or President's Delegate to accept gifts of service, money, or property to carry out the purposes of the Stafford Act).
2. Stafford Act, § 621(d) (codified as amended at 42 U.S.C. § 5197(d)) (authority for the FEMA Administrator to accept gifts of supplies, equipment, and facilities for emergency preparedness purposes).
3. Earthquake Hazards Reduction Act, Pub. L. No. 95-124, § 9 (1977) 42 U.S.C. § 7705c) (authority for the FEMA Administrator to accept and use bequests, gifts, or donations of services, money, or property to carry out the purposes of the Earthquake Hazards Reduction Act); 44 C.F.R. Part 362 (sets forth criteria for determining whether the FEMA Administrator may accept and use bequests, gifts, or donations of services, money, or property to carry out the purposes of the Earthquake Hazards Reduction Act).
4. Federal Fire Prevention and Control Act, Pub. L. No. 93-498, § 21(b)(2) (1974) (15 U.S.C. § 2218(b)(2)) (authority for the Administrator of the USFA within FEMA to accept gifts and voluntary and uncompensated services for the purposes of the Federal Fire Prevention and Control Act).

C. References

1. FEMA Directive #FD-306-21-0001, *Agency Gift Acceptance*
2. FEMA Delegation #112-002a01, *Delegations to Senior Leadership Officials and Related Authority*
3. FEMA Directive #112-002b-1, *Delegations of Authority*
4. FEMA Instruction # 112-002b-1-1, *Delegations of Authority*

D. Definitions

Administrator means the Administrator of the Federal Emergency Management Agency (FEMA).

Agency means the Federal Emergency Management Agency (FEMA), and, for purposes of this Directive, includes the United States Fire Administration (USFA) with respect to USFA's gift acceptance authority pursuant to 15 U.S.C. § 2218(b)(2).

Authorized Agency Official means the Administrator, the Administrator's delegatee, or any other Agency employee specifically delegated this authority consistent with FEMA Delegation #112-002a01, *Delegations to Senior Leadership Officials and Related Authority*, and FEMA Instruction # 112-002b-1-1, *Delegations of Authority*, to accept gifts on behalf of the agency under law.

Emergency preparedness means all those activities and measures described in section 602(a)(3) of the Stafford Act (codified as amended at 42 U.S.C. § 5195a(a)(3)).

Employee means an employee of the Federal Emergency Management Agency (FEMA).

Facilities means buildings, shelters, utilities, and land.

Gift means anything of monetary value including discount, donation, bequest of money, use of facilities, personal property, or volunteer services within the scope of the authorities described above and may include travel reimbursements or payments for attendance at or participation in meetings or events.

Money means currency, checks, money orders, gift cards functioning as cash equivalents, or other forms of negotiable instruments.

OCC Ethics Counselor means an Office of Chief Counsel (OCC) attorney with a written ethics delegation from the Chief Counsel.

Personal property means all property, tangible or intangible, not defined as real property and includes stocks and bonds, but not money.

Prohibited source means any person as defined by 5 C.F.R. §2635.102, including but not limited to any individual, organization, or entity that

- a. Seeks official action by FEMA
- b. Does or seeks business with FEMA
- c. Conducts activities regulated by FEMA
- d. Has interests that may be substantially affected by the performance or nonperformance of an employee's official duties
- e. Is an organization or entity with a majority of members who are described in a-d above

Real property means land or anything attached to the land that is immovable, such buildings and other permanent structures.

Services means labor or professional work performed for the benefit of another or at another's direction

Use of facilities means use of space, equipment, and all other facilities.

E. Monitoring and Evaluation

FEMA's OCC Legal Counsel and Ethics Legal Division will monitor questions and concerns raised by FEMA components related to the implementation of this instruction to inform future revisions.

F. Questions

Direct questions to OCC's Legal Counsel and Ethics Legal Division at FEMA-Ethics@fema.dhs.gov.