

## Statement of Impartiality

NOCTI/NBS management and its employees, volunteers, and contractors understand the importance of impartiality and the consideration of any potential conflicts of interest in carrying out its certification activities.

NOCTI/NBS shall manage conflicts of interest and ensure the objectivity of its certification activities. NOCTI/NBS shall act impartially in relation to its applicants, candidates, and certified persons. Decisions on certification programs shall be made in accordance with established policies and procedures. Policies and procedures affecting applicants, candidates, and certified persons shall be made public and shall fairly and accurately convey information about the certification program.

Certification of individuals is based on objective evidence obtained by NOCTI/NBS through a fair, valid, and reliable assessment process which is not influenced by other interests or parties. NOCTI/NBS is committed to identifying and assessing risks in all related certification activities which may result in a conflict of interest or pose a threat to impartiality. Threats may include, but are not limited to, self-interest, activities from related-bodies, relationships of personnel, financial interests, favoritism, conflict of interest, familiarity, and intimidation.

NOCTI/NBS will periodically conduct a threat analysis to determine the potential, both real and perceived, of an individual or an organization to influence certification.

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## Appeals Process

Under specific situations, previous certification status may be suspended, or active certification status may be revoked. Any individual who is denied access to certification or whose certification has been revoked or suspended has the right to appeal the decision.

The appeals process in place at NOCTI/NBS offers any individual the opportunity to have his or her concerns heard in a fair, objective forum. Under no circumstances will individuals be entitled to receive a copy of either the credentialing assessment or answers to any questions on the credentialing assessment.

To ensure an impartial appeals process, an Appeals Panel consisting of three (3) NOCTI/NBS staff and Board of Trustee representatives is formed. No members who have a personal or financial conflict of interest will be allowed to serve on the Appeals Panel.

The panel will review each appeal individually and determine the results of the situation. These results will be reviewed directly with the individual requesting the appeal. The NOCTI/NBS Board grants to the Appeals Panel full and final authority to deny, suspend, revoke, or reinstate NOCTI/NBS certification.

Meetings with the panel will be held via web meeting software unless an in-person review is requested and paid for by the appellant. Dates and times for review will be determined by the panel. Panel members and the appellant will be informed of the date at least one (1) month prior to the conference call. All materials available for the review will be provided in writing to the members in advance of the review.

### Process

- An individual must submit a written request for an appeal, which must be signed by the individual and notarized, to NOCTI/NBS. The request must include a statement of the reasons for believing that the decision was erroneous, along with five copies of any supporting materials/ documentation, and a statement of the desired outcome. The appeals request must be sent to the NOCTI/NBS office by certified mail and postmarked within 60 days of the date of mailing of notification of denial suspension, or revocation. Any materials not postmarked within this 60-day period will not be considered in the review and appeals process.
- After receipt of a request for an appeal, the Appeals Panel will review the appeal as soon as practical.
- In advance of the review, all supporting materials for the case will be shared with the panel.
- At the request of individual members of the panel additional questions may be sent back to the individual for response. Responses must be returned in writing to NOCTI/NBS within 10 business days.

## Appeals Process

- Panel members and the appellant will be informed of the date for the review at least one (1) month prior to the web meeting.
- If the appellant desires an opportunity to address the Panel in person or by conference call, the appellant may do so but must bear the cost of such in-person review. The appellant can contact the NOCTI/NBS office for an estimate of such costs. If the appellant desires an in-person review, the request must be included with the original appeals statement mentioned earlier.
- An appellant may be represented by legal counsel at any meeting at which the appellant addresses the Panel, whether in person or by via web meeting.
- The panel will review each case and reach a majority decision. A unanimous vote is required to overturn the decision to deny, suspend, or revoke certification. The decision of the panel will be final.
- The panel will send the appellant the panel's decision in writing by certified mail as soon as practical after the review.
- Written materials considered in the appeals process and written decisions of the panel will be securely stored and retained in the NOCTI/NBS office for three years.

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## Denial, Suspension, or Revocation of Certification Policy

NOCTI/NBS considers misrepresentation and/or noncompliance with eligibility criteria, the rules and guidelines of the NOCTI/NBS certification, and/or misuse of the credential serious ethical issues that require investigation and possible disciplinary action.

Cause for denial, suspension, or revocation of certification includes but is not limited to:

- Falsification of information during the application process for the NOCTI/NBS credentialing assessment
- Falsification of any material information requested by the testing site and/or NOCTI/NBS;
- Misrepresentation of certification status;
- Suspected individual pre-knowledge of test content, impersonation, cheating on the NOCTI/NBS credentialing assessment, or other evidence of possible credentialing assessment compromise.
- Serious violation of a provision within the NOCTI/NBS Code of Conduct.

NOCTI/NBS investigates alleged misconduct, misrepresentation, and/or noncompliance, beginning with an objective review process with the testing site in which evidence substantiating the allegations is collected to ensure due process and to protect the rights of individuals going through the certification process.

The process is initiated upon notification of noncompliance or misrepresentation from the testing site or any other external resource. The investigation is conducted in an expedited manner to avoid creating an undue burden on the individual going through the certification process. Upon completion of the review process, NOCTI/NBS reserves the right to take disciplinary action, for valid cause, against its certification holders, individuals seeking certification through NOCTI/NBS, or individuals misrepresenting their certification status.

### Process

1. NOCTI/NBS and/or the testing site notifies the individual in writing that it has received evidence of cause for denial, suspension, or revocation of certification. This notice will describe the purported cause. The notice also shall request the individual to submit in writing, within 30 days of notification, any evidence or argument concerning the proposed denial, suspension, or revocation of certification.
2. A subcommittee will be appointed by the NOCTI/NBS President/CEO and sent information describing the details of the situation and the individual in question, including evidence or argument supplied by the individual (if submitted). This subcommittee is empowered by the NOCTI/NBS Board of Trustees to make discipline decisions.

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## Denial, Suspension, or Revocation of Certification Policy

3. If the subcommittee reaches a unanimous decision, its decision will be carried out with the approval of the NOCTI/NBS Board of Trustees.
4. If the decision is not unanimous, or if the subcommittee decides that the case is unusual, the case will be presented to the full NOCTI/NBS Board of Trustees for consideration and action.
5. NOCTI/NBS will notify the individual by certified mail regarding the decision. This notice shall include a brief statement setting forth the reason for the decision made by NOCTI/NBS.
6. The individual's records within the NOCTI/NBS database will be modified to indicate that the certification has been suspended or revoked. Inquiries regarding this individual's certification will simply be told that the individual is not currently certified by NOCTI/NBS, following all data sharing policies in place.
7. If NOCTI/NBS has determined the need to deny, suspend, or revoke the individual's certification, then NOCTI/NBS will share information regarding appealing the decision.
8. Any individual who wishes to appeal the NOCTI/NBS decision must do so according to the NOCTI/NBS established process.
9. The NOCTI/NBS certificate technically remains the property of NOCTI/NBS and must be returned if the certification is withdrawn for cause.

## Process for Handling Complaints

Any number of situations may arise which may lead to a complaint with NOCTI. This may include product quality as well as customer service concerns. NOCTI's goal is to provide an open and simple process for customers to communicate their concerns or complaints as well as a fair and objective process for NOCTI to address and resolve those issues.

The process outlined below provides a guideline for staff when handling a complaint of any type (e.g., test quality, service quality). Most complaints will be addressed by the appropriate division which handles the product or service being questioned. Depending on the nature of the complaint, a team of staff may be involved with the response and resolution. In some cases, a determination will be made as to whether it requires escalation to managerial level to resolve.

Complaints are submitted in a variety of formats:

- a. Phone call
- b. Email
- c. Form submission (e.g., test comments form)
- d. Support ticket system
- e. Customer survey response
- f. In person conversation

When a complaint is received:

1. Collect the following information to ensure follow up:
  - a. Name
  - b. Contact information (e.g., phone number, email address)
  - c. Site code, school name, or other relevant information about the connection the individual has with NOCTI (e.g., partner representative)
2. Acknowledge receipt of the complaint
3. Forward to the appropriate staff for follow up (refer to Table A)
4. Review complaint and request additional information from submitter if needed
5. Investigate internally to confirm details or obtain additional information
6. Review to determine adverse impacts
7. Identify solutions and next steps
8. Communicate internally as needed regarding next steps and actions required of other divisions/staff
9. Communicate externally (e.g., with SMEs) if applicable
10. Communicate with submitter as needed regarding steps that may impact customer records or documents and status
11. Complete resolution and communicate with submitter

**Table A**

| <b>Example of Complaint Type</b>  | <b>Division Responsible</b> |
|---|-----------------------------|
| Test or related product quality (e.g., incorrect answer to test item, misspelled word, incorrect content reference) | Assessment Management       |
| Incorrect order fulfillment (e.g., missing user codes, incorrect books shipped)                                     | Operations                  |
| Slow or no response to inquiry (e.g., email stuck in spam, incorrect customer information)                          | Customer Care and Outreach  |
| Missing scores (e.g., cannot locate report)   | Operations                  |
| Unable to access online systems (e.g., login not working, system unavailable error)                                 | Operations                  |

## Confidentiality Agreement

Signed by all NOCTI/NBS Employees and Consultants

This agreement is between NOCTI and/or Nocti Business Solutions (NBS) and \_\_\_\_\_ and has an effective start date of \_\_\_\_\_. This agreement is in consideration of your employment, continued employment, or retention as a consultant.

During the course of employment or association with NOCTI/NBS, confidential and proprietary information will be shared with the employed party. Confidential information shall include any assessment-related data, materials, products, technology, computer programs, specifications, manuals, business plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media. Nothing contained in this agreement shall require NOCTI/NBS to disclose any of its confidential information to the employed party. Nor should this agreement be construed as conferring any additional rights or license to confidential material.

During the course of employment or association with NOCTI/NBS, it is also understood that new processes, products, or services may be developed by the employed party for NOCTI/NBS or their clients' benefit. It is understood and agreed that NOCTI/NBS retains the rights to all intellectual property developed by the employed party during or arising out of this period of employment or association and that this intellectual property will remain the property of NOCTI/NBS.

I/we and anyone under my/our direction or control agree that I/we will **NOT** directly or indirectly:

- Own, operate, manage, consult with, or participate in the management of any enterprise that distributes, markets, promotes, or sells any product or service in competition with, or similar to those products and services provided by NOCTI/NBS to their client base anywhere in the United States or Canada for a period of one (1) year after termination of my employment or my/our association.
- Disclose or permit to be disclosed any processes or product development or otherwise confidential information including that related to assessment-related data, sales, customers, or training methods.
- Retain any papers, publications, customer lists, files, equipment, software, training manuals, electronic document, confidential information, intellectual property, or any other items shared that could result in putting NOCTI/NBS at a disadvantage in the marketplace. All such materials must be returned within ten (10) days after termination of association without requiring a formal request by NOCTI/NBS.
- Participate in any independent public announcement regarding NOCTI/NBS for a period of one (1) year after termination of my employment or my/our association unless mutually agreed upon by the parties authorized to sign this document.
- Solicit or contact any of the customers, clients, leads, or associations which have established relations with NOCTI/NBS or with whom I/we made contact during my/our association with NOCTI/NBS for a period of one (1) year after termination of my employment or my/our association.
- Seek to influence any employee of NOCTI/NBS to leave said employment for any reason.

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In addition, I/we agree to adhere to the NOCTI/NBS Data Sharing Policy and will abide by all applicable laws pertaining to safeguarding the confidentiality of assessment-related data.

This agreement shall be governed and construed by the laws of the United States of America and by the State of Michigan. The individual authorized to sign this document agrees that any dispute arising out of this agreement will be brought in the state or federal courts located in Kent County or Mecosta County Michigan and expressly agrees upon behalf of himself/herself and/or the consulting group represented that these courts have personal jurisdiction over the individual or consulting group referenced above. The individual further agrees that NOCTI/NBS may seek such equitable relief as may be necessary to protect NOCTI/NBS against any breach of this agreement or threatened breach and that NOCTI/NBS will suffer irreparable harm from the disclosure of confidential information or other breach or threatened breach of this agreement. The parties acknowledge that any non-enforcement of this agreement shall not be considered or construed as a waiver of any provision of this agreement. The parties further agree that should any provision in this agreement be deemed non-enforceable, the court may and should rewrite the agreement to fulfill the parties' intent.

This agreement may be transferred by NOCTI/NBS to any assignee for any reason. This Agreement may only be modified by written instrument signed by both parties which expressly refers to and amends this agreement.

I/we acknowledge that this document has been read and understood, that it is legally binding upon me and/or the consulting group that I represent, that I have legal authority and capacity to execute this document upon behalf of myself or the consulting group I represent and that I/we agree to be bound by its provisions.

## Conflict of Interest Policy

Signed by all NOCTI/NBS Employees and Consultants

NOCTI/Nocti Business Solutions (NBS) employees are to avoid any relationship or activity that might impair or appear to impair their ability to make objective and fair decisions when performing their jobs. Employees may be faced with situations where business performed on behalf of NOCTI/NBS may conflict with their own interests. Company interests are to be advanced under these circumstances. Employees are not to use their position for personal gain.

### Other ways in which conflicts of interest could arise:

1. Being employed by or acting as a consultant to a competitor company, supplier, or contractor while being employed by NOCTI/NBS.
2. Hiring or supervising family members or closely related persons.
3. Serving as a board member for a competitor company or organization.
4. Owning or having a substantial interest in a competitor company, supplier, or contractor.
5. Having a personal interest, financial interest, or potential gain in any NOCTI/NBS transaction.

Determining whether a conflict of interest exists is not always an easy task. Employees with a conflict of interest question should seek advice from management before engaging in any activity, transaction, or relationship that might give rise to a conflict of interest inquiry.

### ***Gifts, Gratuities and Business Courtesies***

Business courtesies include gifts, gratuities, meals, refreshments, entertainment, or other benefits from persons or companies with whom business is conducted. NOCTI discourages employees from accepting courtesy items worth more than \$100 and employees are not to give or accept business courtesies that could be perceived as unfair business practices, violate company policies, cause embarrassment, or reflect negatively on NOCTI/NBS.

Generally, employees may not accept compensation, honoraria, or cash from entities with whom NOCTI/NBS does business. Employees with questions about accepting business courtesies should talk to their manager or Human Resources.

Employees with authority to award contracts, influence the allocation of business, or who participate in negotiation of contracts must be particularly careful to avoid actions that create the appearance of favoritism which could adversely affect the reputation of NOCTI/NBS.

### ***Meals, Refreshments and Entertainment***

Occasional meals, refreshments, entertainment, and similar business courtesies shared with the person who has offered to pay are acceptable provided that:

- They are not inappropriately lavish or excessive.
- The courtesies are not frequent and do not reflect a pattern of frequent acceptance of courtesies from the same person or entity.

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- The courtesy does not create the appearance of an attempt to influence business decisions, such as accepting courtesies or entertainment from a supplier whose contract is expiring in the near future.
- The business courtesy would not generate uncomfortable feelings when discussed with a manager or co-worker, or by having the courtesies known by the public.

### ***Gifts***

Employees may accept unsolicited gifts (other than cash) that conform to the reasonable ethical practices of the marketplace including:

- Flowers, fruit baskets, and other modest presents that commemorate a special occasion or holiday.
- Gifts of nominal value such as calendars, pens, mugs, hats, t-shirts, or other novelty, advertising, or promotional item.