



Proud to be an
Employee-Owned Company



SEI TRAINING DEPARTMENT POLICIES

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- 2. SEI Reviews Policy 2024/2025**
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SECURITY POLICY AND PROCEDURE

Stephenson Equipment, Inc. (“SEI”) is committed to protecting integrity and safeguarding the security of the CCO Certification (“CCO”) program as part of its role as an accredited training provider (“ATP”) through CCO Education Services (“CCO EDU”). This policy applies to all employees, officers, directors, contractors, and volunteers (“Company Personnel”) of SEI, including all such persons supporting SEI in connection with its accreditation through CCO EDU; all such persons materially assisting SEI in connection with the training of candidates for examinations required for certification by CCO; and all such persons materially assisting SEI in connection with the training and preparation of candidates for CCO exams.

The purpose of this policy is to ensure that SEI:

- Ensures the security of CCO preparatory training and any CCO exam materials;
- Establishes procedures to prevent fraudulent examination practices; and
- Outlines procedures for taking corrective actions when security breaches occur.

Security of Materials

All training and testing materials pertaining to CCO exams must be kept secure at all times. This includes, but is not limited to, examination content and related testing materials, testing procedures, and other related testing information (“CCO Testing Materials”). This also includes, but is not limited to, materials relating to preparatory training for CCO examinations (“CCO Training Materials”).

No unauthorized personnel will be allowed access CCO Testing Materials or CCO Training Materials unless they have received the relevant credential from CCO permitting such access or have otherwise been authorized to access such material. Only authorized personnel may access such materials. Any and all access shall be strictly in compliance with applicable CCO policies, procedures, and requirements.

Physical materials will be kept in a locked storage at all times when not in use. Digital CCO Materials will be kept on a secure server or private computer. Only authorized personnel may access the materials. Any materials no longer in use or no longer needed will be shredded or permanently deleted.

Security of CCO Test Administrations

SEI will follow all CCO policies and procedures regarding the security of CCO test administrations, including but not limited to, as applicable, checking candidates for unauthorized materials, monitoring

students at all times during the exam, and maintaining the security of all CCO Testing Materials. Any breaches of test security shall be documented and promptly reported.

Security of CCO Training Materials

SEI will also preserve the confidentiality and security of all CCO Training Materials, including SEI training materials and any CCO Training Materials obtained from CCO EDU.

Corrective Action for Security Breaches

If any CCO Testing Materials or CCO Training Materials are stolen, lost, accessed by an unauthorized individual, or otherwise compromised, SEI will promptly notify CCO EDU.

SEI will conduct a prompt investigation to determine the cause of any compromise of CCO Testing Materials or CCO Training Materials and will make any necessary or appropriate policy or procedure changes.

REVIEWS POLICY AND PROCEDURE

Stephenson Equipment, Inc. (“SEI”) aims to provide high quality services for all clients and customers. SEI is committed to engaging with its clients and customers to receive feedback regarding the services provided and review the responses to improve SEI’s services and customer satisfaction.

The purpose of this policy is to ensure that SEI:

- Establishes a process for candidates and others to provide reviews and feedback;
- Reviews the client and customer responses; and
- Creates training and improvement opportunities based on feedback.

Receiving Feedback

SEI will seek feedback for the quality of services provided to prepare candidates to take CCO examinations, including but not limited to, the quality of training courses, test administration process, training and testing staff, administrative personnel, facility and testing equipment, and overall satisfaction.

SEI will request and encourage feedback from CCO Certification candidates when possible.

SEI will provide candidates with specified methods to provide reviews and feedback regarding the services provided. For example, candidates may provide SEI with reviews by:

- Verbally providing feedback to SEI staff.
- Filling out a survey provided by SEI.
- Emailing SEI at a specified email address.

Reviewing Responses

SEI will review and analyze all reviews and associated feedback provided to identify high performance areas and areas for improvement.

Opportunities for Improvement

Where necessary or appropriate, SEI will create training opportunities or other opportunities for company growth in order to improve the quality of training services provided.

STATEMENT OF CONFIDENTIALITY AND CONFLICTS OF INTEREST

This Statement of Confidentiality and Conflicts of Interest (the “Statement”) constitutes the authorized, valid, and binding agreement of the undersigned person. The statement applies to and shall be agreed to by all employees, officers, directors, contractors, and volunteers (“SEI Personnel”) of Stephenson Equipment, Inc. (“SEI”) who: (i) support SEI in connection with its accreditation through CCO Education Services, LLC (“CCO EDU”); (ii) materially assist SEI in connection with the training of candidates for examinations required for certification by NCCCO Services, LLC (“CCO Certification”); and (iii) materially assist SEI in connection with the training and preparation of candidates for CCO Certification exams. All SEI Personnel are charged with upholding the policies and procedures of SEI, as well as the policies and procedures of CCO EDU and CCO Certification.

As a consequence of SEI’s due regard for sensitive confidential information and personal privacy interests; the restricted business secrets and substantial investments of SEI, CCO EDU, and CCO Certification; the prevention of test compromise, loss, or unauthorized exposure of questions, training materials, processes, and procedures; and, the validation, integrity, and certification of the accreditation, testing, and credentialing systems; SEI requires that certain rules of conduct be agreed to by the persons and entities listed above, and, for good and valuable consideration, that they be made mandatory to preserve and protect the personal, privacy, confidentiality, business, property, and other implicated rights.

Accordingly, in consideration of being provided the opportunity to serve or work with SEI in the training of candidates for CCO Certification examinations and the potential accreditation of SEI as a training provider through CCO EDU, and in recognition of the importance of the integrity of CCO Certification’s certification program and CCO EDU’s accreditation program, your signature(s) below is required to certify that you have carefully reviewed the following statements and hereby agree to be bound by them.

CONFIDENTIALITY

1. I will not disclose, or cause to be disclosed, verbally or in writing, directly or indirectly, to anyone outside of SEI, its employees, officers, directors, or other expressly authorized SEI Personnel, except where lawfully and expressly authorized, any confidential information related to (i) SEI’s training for CCO Certification programs, (ii) CCO EDU’s accreditation process for CCO training providers (together, “Confidential Information”), or (iii) any confidential information related to the content of any CCO Certification examinations (hereinafter “Highly Confidential Information”), including, but not limited to, the content of past or present applications for certification, examination content and related test or training materials, test procedures, and other related testing information.
2. I understand that the obligation to maintain the confidentiality of Confidential Information and Highly Confidential Information shall apply at all times and under all circumstances, including the period after the conclusion of my term, contact, service, employment, engagement and/or agreement with SEI.

3. I will keep any and all Confidential Information and Highly Confidential Information authorized to be in my possession in a safe and secure place, such as a locked hardcopy file drawer or a password-protected electronic file, and will take all reasonable steps to protect against inadvertent disclosure or theft of the information. I will inform SEI promptly in the event that the confidentiality of Confidential Information or Highly Confidential Information is compromised due to events such as the loss or theft of materials or unauthorized access.
4. Upon expiration of my term, contact, service, employment, engagement and/or agreement with SEI, I will promptly destroy or return to SEI, by courier or registered mail, any and all Confidential Information or Highly Confidential Information I have received or acquired during the course of my term, contact service, employment, engagement and/or agreement with SEI. I will not retain any records, including electronic files, containing Confidential Information or Highly Confidential Information.

IMPARTIALITY/CONFLICTS OF INTEREST

5. I understand and acknowledge that it is necessary for SEI and individuals serving or working with SEI in connection with the training of CCO Certification candidates, and for those acting as CCO Certification testing personnel, to be and to be perceived to be impartial in order to give confidence in certification activities and testing outcomes.
6. Accordingly, I understand and agree that, in relation to the services or work I provide regarding the foregoing training and/or testing of CCO Certification candidates, I must maintain impartiality and retain objectivity at all times.
7. I further agree not to allow commercial, financial, or other pressures to compromise my impartiality in connection with any training or testing for CCO Certification. In addition, I agree not to be influenced by other interests or other parties in a way that would impact the impartial performance of the services or work I provide related to such training and testing.
8. I understand and acknowledge that threats to impartiality may arise in a wide range of ways, including, without limitation: subjectivity threats, familiarity threats, intimidation threats, financial threats, and similar threats to impartiality. I agree to promptly disclose any threats to my impartiality to SEI on an ongoing basis.
9. I further agree to not engage in any actions that may constitute an actual, apparent, or potential conflict of interest with the mission and activities of SEI, CCO EDU, and CCO Certification as pertaining to SEI's accreditation by CCO EDU or the training and testing of candidates for CCO Certification, and will promptly disclose any such conflicts of interest and any business, financial, or organizational interest and affiliations which are or could be construed to be an actual, apparent, or potential conflict of interest.

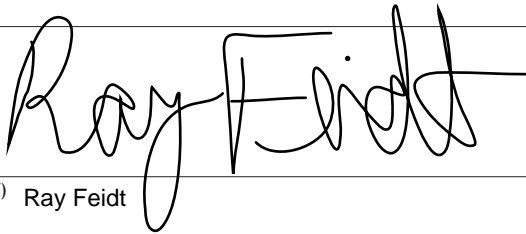
GENERAL PROVISIONS

10. I agree to adhere to the policies and procedures established by CCO EDU, particularly its requirements for accredited training providers. I will promptly inform SEI of any violation of CCO EDU policies of which I may become aware.
11. I acknowledge that CCO EDU retains full responsibility for and control over its training provider accreditation program, including the right periodically to audit activities in accordance with its procedures. I agree to cooperate in good faith in connection with any such audit or assessment activities.
12. I agree to use any Confidential Information, Highly Confidential Information, and other sensitive material provided to me for the exclusive authorized purposes for which they were provided. Except where disclosure is expressly required or authorized, and to such extent, I will strictly safeguard and protect all training and testing materials from any disclosure.
13. I will not reference in a false, misleading, or deceptive manner my participation in, or any other information concerning, any accreditation from CCO EDU or any CCO Certification program.

14. I agree that CCO EDU and its affiliates shall be entitled to take any and all action necessary to protect the privacy and confidentiality of all participants in CCO EDU activities as well as CCO Certification's testing activities and programs.
15. I accept and expressly agree to comply with the terms and conditions of the CCO EDU Trademark Usage Policy (available at www.ccoedu.org), as it may be amended from time to time, and agree that said policy will govern any and all use(s) of the CCO EDU Marks.
16. I understand that any material breach of the confidentiality provisions of this agreement is likely to cause irreparable harm and undue damage and compromise candidates personally, SEI, CCO EDU's accreditation program, and/or the testing and programs of CCO Certification. I further understand that any violation of this agreement will constitute a breach that may cause such parties substantial harm, and that remedies including injunctive relief should and will be available to such parties. I agree that any breach of this agreement shall be sufficient and adequate grounds for immediate termination of my role(s) with SEI and/or CCO Certification and its affiliates, criminal prosecution, civil suit, injunction, and/or expulsion from any roles with CCO Certification or its programs, as warranted or appropriate.
17. A breach of the confidentiality provisions of this agreement shall be defined to include any public or private acts taken or done by anyone without lawful prior authorization, in contravention of the confidentiality provisions of this agreement, outside the normal and usual course of operations.
18. I agree that any questions or other matter arising under this agreement, whether of validity, interpretation, performance or otherwise, will be governed by and construed in accordance with the laws of the State of Utah, without regard to choice of law rules. All actions and proceedings arising out of or relating directly or indirectly to this agreement will be filed and litigated exclusively in any state court or federal court located in the State of Utah. I expressly consent to the jurisdiction of these courts.

Agreed to:

SIGNED



NAME (PRINT) Ray Feidt

DATE 2024-5-16



Pennsylvania Locations: Harrisburg, PA (*Corporate Headquarters*)
Butler, PA • Ebensburg, PA • Philadelphia, PA • Pittsburgh, PA • Wilkes-Barre, PA

New York Locations:
Albany, NY • Syracuse, NY

Maryland Location:
Aberdeen, MD (*Service Only*)

SEI Training Center: 7141 Paxton Street • Harrisburg, PA 17111 • Phone: 717-558-7248 • Toll Free: 800-325-6455 • Fax: 717-558-7264

STATEMENT OF IMPARTIALITY

Stephenson Equipment, Inc. (“SEI”) is dedicated to a culture of non-discrimination and impartiality. As a training provider and testing center for the CCO Certification Programs, SEI is committed to upholding the highest standards of integrity and impartiality.

In compliance with the Americans with Disabilities Act of 1990, as amended (ADA), and a training provider for the CCO Certification Programs, SEI does not discriminate on the basis of age, color, ancestry, religion, sex, physical or mental disability, genetic information, veteran status, uniformed service member status, or any other status protected by federal, state, or local laws.

SEI’s Pledge to you:

Equity: We ensure that all candidates are treated fairly without discrimination or bias.

Confidentiality: SEI safeguards the confidentiality of all client and candidate information.

Credit Card Information: SEI does not retain client or candidate credit card information.

Objectivity: All decisions pertaining to the CCO certification exam scoring are made by CCO and are independent of the scope of SEI’s work. Any exam process that requires SEI to record a candidate’s performance, will be done based on all CCO policies and procedures and without bias.

SEI declares our commitment to impartiality in our CCO certification processes and affirms our commitment to the CCO EDU Accredited Training Provider Program, and all applicable sections of ISO 17024.

CORRECTIVE ACTION POLICY AND PROCEDURE

In order to remain an accredited training provider (“ATP”) through CCO Education Services (“CCO EDU”), Stephenson Equipment, Inc. (“SEI”) understands that it must comply with the relevant accreditation standards and requirements. As such, SEI is committed to compliance with the CCO EDU accredited training provider Standard and will actively monitor and remedy any nonconformities.

The purpose of this policy is to ensure that SEI:

- Understands CCO EDU’s then current ATP Accreditation Standard (the “Standard”);
- Monitors policies and procedures to ensure compliance with the Standard; and
- Establishes a procedure to correct any nonconformities with the Standard.

CCO EDU Accreditation Standard

- Periodically during each year of accreditation, and at least ninety (90) days prior to the expiration/renewal of SEI’s accreditation, SEI will review the Standard, as published on the CCO EDU website, and become familiar with any recent changes.

Monitoring Compliance

- During each year of accreditation, all SEI employees are tasked with understanding CCO EDU’s accreditation Standard and monitoring SEI actions for continued compliance.
- Any potential noncompliance should be brought to the attention of designated SEI management to review the accreditation standard and determine any nonconformities.

Internal Audit

- Prior to the expiration/renewal of SEI’s accreditation through CCO EDU, and prior to any assessment by CCO EDU, SEI will conduct an internal audit of its policies, procedures, and practices to ensure that SEI is in compliance with the Standard.
- Any nonconformity shall be brought to the attention of designated SEI management to determine corrective measures to be taken.

Corrective Action for Nonconformity

- Upon learning of any nonconformity with the Standard, SEI will create a corrective action plan to correct the nonconformity. The plan will include immediate action to correct the nonconformity, as well as a plan for any necessary changes to prevent recurrence.
- SEI will correct any nonconformity within thirty (30) days of becoming aware of it. The corrective measures taken shall be documented. If the nonconformity was issued by CCO EDU, the corrective/preventive action(s) must be approved by CCO EDU.

COMPLAINTS POLICY AND PROCEDURE

Stephenson Equipment, Inc. (“SEI”) is committed to a policy of courteous, fair, and efficient interactions with all clients and customers. Nevertheless, from time to time, clients and customers may have complaints regarding their dissatisfaction with SEI’s services or the conduct of SEI’s employees. SEI recognizes that such complaints can create opportunities for improvement of services and employee training. SEI strives to handle each complaint received as potential for company growth and development, and to enhance client and customer relations.

The purpose of this policy is to ensure that SEI:

- Investigates, responds to, tracks, and, as appropriate, makes corrections in response to complaints asserted by a client or customer regarding the SEI’s services;
- Provides the client or customer with accurate and timely information and documents in response to their complaint and in response to the client’s or customer’s requests for information;
- Informs clients and customers of the appropriate procedures for lodging complaints; and
- Monitor complaints to improve the quality of services SEI provides.

Complaint Process

As used in this policy, a Complaint includes a customer’s or client’s expression of dissatisfaction with SEI’s services, policies or procedures, administration, or conduct of personnel.

Lodging Complaint

- A client or customer wishing to lodge a complaint against SEI must provide a written statement, including means of electronic communication such as email, detailing their dissatisfaction. This statement can be provided to SEI through the following means:
Email: rfeidt@stephensorequipment.com and ctraino@stephensorequipment.com
Mail: Stephenson Equipment, Inc., 7201 Paxton Street, Harrisburg, PA 17111
- Complaints must provide contact information for the Complainant, specify any SEI employees related to the complaint, detail the nature of the complaint and any steps already taken to remedy it, and include copies of any documentation that supports the complaint.

Acknowledgment

- Within three (3) business days of receiving the complaint, SEI will provide Complainant with written acknowledgement of the complaint.

Investigation

- SEI will conduct a reasonable and impartial investigation for each complaint received.

- SEI may request additional documentation or information from the Complainant, as necessary or appropriate.
- Investigations shall be completed within ten (10) business days of receiving the complaint.

Review and Decision

- The complaint and investigation results shall be presented to individual(s) at SEI not involved with the subject of the complaint for a decision.
- After careful review of the findings, the individual(s) will determine the best course of action for resolving the complaint, as well as identify any potential opportunities for improvement.

Resolution

- Within three (3) business days of completing its investigation, SEI will provide the Complainant with a written response regarding the findings of its investigation and any action(s) taken regarding the complaint.

Communication

- Whenever possible, SEI will provide the Complainant with updates regarding their complaint during the course of the investigation.

Tracking and Record Keeping

- SEI will maintain a tracking system to record complaints, track investigations, and document resolutions.
- The records will be regularly reviewed to identify areas of the Company that may require improvement.
- SEI will monitor recurring complaint matters, and recommend process and procedure changes, when necessary or appropriate.