



WRITTEN TESTING AGREEMENT CHARTERED FIRE TRAINING PROGRAMS

This Written Testing Agreement (hereinafter “Testing Agreement”) is entered into by and between the Executive Director of the State Board of Emergency Medical, Fire, and Transportation Services (hereinafter “Executive Director”), and _____, chartered training program (hereinafter “the Chartered Program”). The Chartered Program is subject to all of the terms and conditions set forth herein.

PURPOSE

The Executive Director, the person charged with enforcing Sections 4765.55 and 4765.04 of the Ohio Revised Code (R.C.), and all rules promulgated thereunder, believes that the utmost care and highest level of security are essential to ensure the integrity of the state examinations and the examination administration process. In order to ensure that examinations are being administered in a fair, consistent and secure manner, at an appropriate examination location, such state examinations shall only be offered at the sites approved by the Executive Director, pursuant to this Testing Agreement.

CONSIDERATION

In consideration of becoming and maintaining an approved testing location, the Chartered Program agrees to abide by the provisions set forth below and in accordance with rule 4765-24-20 of the Ohio Administrative Code (O.A.C.).

SCOPE OF WORK

Pursuant to rule 4765-24-20 of the O.A.C., the Authorizing Official of the Chartered Program shall assign a Program Director to have direct responsibility over the state examination administration process. The Program Director shall be responsible for the following:

- Ensuring each examination location has a designated computer lab;
- Ensuring the integrity and security of all written examinations;
- Ensuring each proctor has received training in the state examination process and is familiar with all registration, security, and access procedures for testing and test operation;
- Ensuring that only those candidates who have met all certification eligibility requirements are permitted to sit for the examinations;
- Ensuring the proctor is present in the room for the entire duration of the examination;
- Ensuring that the examination room is conducive for testing including but not limited to: adequate and effective heating / cooling, ventilation, and lighting, and free of excessive noise and distractions;
- Ensuring that the examination facility has adequate restroom facilities and adequate parking within reasonable access to the examination room;
- Ensuring that the examination room will be set up and ready for use prior to the scheduled examination time;
- Ensuring no person other than the proctor and students are permitted in the examination room;
- Ensuring no personal electronic devices including, but not limited to, computers, tablets, and laptops are to be used for administering the examination;
- Ensuring no individual holding a certificate to teach, a firefighter certificate, fire safety inspector certificate, or hazard recognition officer certificate issued by the Executive Director pursuant to R.C. 4765.55 shall proctor the examination;
- Ensuring no individual holding a certificate to teach issued pursuant to R.C. 4765.23 or a certificate to practice issued pursuant to R.C. 4765.30 shall proctor the examination;
- Ensuring no individual holding a certificate to teach, a firefighter certificate, fire safety inspector certificate, or hazard recognition officer certificate issued by the Executive Director pursuant to R.C. 4765.55 shall be present during the examination, unless sitting for the examination;
- Ensuring no individual holding a certificate to teach issued pursuant to R.C. 4765.23 or a certificate to practice issued pursuant to R.C. 4765.30 shall be present during the examination, unless sitting for the examination;
- Ensuring no unauthorized electronic devices, including but not limited to, personal laptops, cell phones, flash drives, and tablets, are permitted in the examination room or are used during the examination;
- Ensuring each student is advised of the examination appeal process; and
- Ensuring that any examination appeal is filed by the student in writing to the Executive Director within five days of the examination date and includes all of the following:
 - (a) Name of examinee
 - (b) Examinee contact information
 - (c) Specific examination taken
 - (d) Date, time, and location of examination
 - (e) Basis for the appeal
 - (f) Signature of the examinee

TESTING LOCATIONS

The Chartered Program will be using the following facilities for administration of the state examination. If the Chartered Program wishes to change or amend the location(s) during the charter cycle, it is the Program Director’s responsibility to ensure a new Testing Agreement is signed and implemented. The Chartered Program shall maintain a copy of the Testing Agreement in the program files.

NAME OF TESTING FACILITY			
ADDRESS	CITY	STATE	ZIP CODE
NAME OF TESTING FACILITY			
ADDRESS	CITY	STATE	ZIP CODE
NAME OF TESTING FACILITY			
ADDRESS	CITY	STATE	ZIP CODE
NAME OF TESTING FACILITY			
ADDRESS	CITY	STATE	ZIP CODE

TERM

This Testing Agreement is to be effective as of the date of the last signature. A Chartered Program shall not administer any examinations unless a current and valid Testing Agreement is in effect. With each Fire Charter Application submitted for renewal, a new Testing Agreement shall be signed and included with the application.

BREACH OF TESTING AGREEMENT

Upon breach or default by the Chartered Program of any of the provisions, obligations, or duties embodied in this Testing Agreement, the Executive Director may exercise all administrative, contractual, equitable or legal remedies available, including: cancellation, termination, or suspension of this Testing Agreement in whole or in part.

TERMINATION OF TESTING AGREEMENT

The Program Director shall immediately report to the Executive Director any potential compromise of the examination process. The Executive Director reserves the right to immediately suspend a Chartered Program’s examination rights, if any of the following occur:

- There is an allegation of an examination or security compromise.
- There is a known examination or security compromise.
- There is a potential violation of rule 4765-24-20 of the O.A.C.
- There are egregious violations of Chapter 4765-24 of the O.A.C. that warrant a suspension of examination rights.

Upon suspension of a Chartered Program’s examination rights, the Chartered Program shall immediately cease administration of the state examination. No further testing shall be conducted by the Chartered Program until written authorization has been received from the Executive Director.

Either party may terminate this Testing Agreement for any reason by giving the other party thirty (30) days written notice.

LIMITATION OF LIABILITY

The Chartered Program waives any and all claims or causes of action it may have against the State of Ohio, the Executive Director, the State Board of Emergency Medical, Fire, and Transportation Services, its members, officers, Ohio Department of Public Safety employees, representatives, and / or agents of either, arising out of the actions or omissions of the Chartered Program while performing this Testing Agreement. The Chartered Program agrees to defend against claims for injury or legal action arising from this Testing Agreement if called upon by the Department of Public Safety to do so.

WORKERS’ COMPENSATION

The Chartered Program and its employees shall be covered by workers’ compensation coverage purchased and maintained by the Chartered Program. Any workers’ compensation claims filed by the Chartered Program or its employees as a result of work performed under this Testing Agreement shall be covered under the Chartered Program’s workers’ compensation insurance.

DRUG FREE WORKPLACE

The Chartered Program shall comply with all applicable state and federal rules, regulations, and statutes pertaining to a drug-free workplace. The Chartered Program shall make a good faith effort to ensure that its employees will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county or municipal property.

EQUAL OPPORTUNITY REQUIREMENTS

The Chartered Program shall comply with the requirements under R.C. 125.111. The Chartered Program shall not discriminate against anyone because of race, color, religion, sex, age, disability, military status, national origin, or ancestry.

CONFLICT OF INTEREST

The Chartered Program shall not have any interest, direct or indirect, which is incompatible or in conflict with the carrying out of the terms of this Testing Agreement.

OHIO ELECTION LAWS

The Chartered Program affirms that, as applicable to it, no party listed in R.C. 3517.13(I) or (J) (including an individual, partner, shareholder, administrator, executor, trustee, or owner of more than twenty percent of the corporation or business trust), nor the spouse of such party, has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of one thousand dollars (\$1,000) to the Governor or to the Governor’s campaign committee, consistent with restrictions under R.C. 3517.13(I) or (J).

OHIO ETHICS LAW

The Chartered Program hereby covenants that neither the Chartered Program nor any officer, member, or employee of the Chartered Program has any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Testing Agreement. The Chartered Program agrees to abide by the ethics laws enumerated in R.C. 102.04.

AMENDMENTS

This writing constitutes the entire Testing Agreement between the parties with respect to all matters herein. This Testing Agreement may be amended by a writing signed by both parties.

GOVERNING LAW

This Testing Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties, by signing below, acknowledge that they have read, understood, and agree to abide by all of the requirements contained herein.

AUTHORIZING OFFICIAL (PRINT NAME)	TITLE OF AUTHORIZING OFFICIAL
AUTHORIZING OFFICIAL SIGNATURE X	DATE
PROGRAM DIRECTOR NAME	TITLE OF PROGRAM DIRECTOR
PROGRAM DIRECTOR SIGNATURE X	DATE
EXECUTIVE DIRECTOR, STATE BOARD OF EMERGENCY MEDICAL, FIRE, AND TRANSPORTATION SERVICES	
EXECUTIVE DIRECTOR SIGNATURE X	DATE