

Rules of Test Participation in GACE Internet-Based Testing

By registering to take the Georgia Assessments for the Certification of Educators® (GACE®) on the Internet, you are agreeing to abide by the Rules of Test Participation in GACE Internet-Based Testing and all rules and requirements specified or described in "Internet-Based Testing" on the GACE Web site and communicated to you, orally, in writing, or electronically, at each test administration for which you register.

Rules of Test Participation

- 1. Compliance:** I understand that if I fail to comply with the rules and requirements specified or described in "Internet-Based Testing" on the GACE Web site, including these Rules of Test Participation, and communicated to me, orally, in writing, or electronically, at the test administration, or if I take any prohibited actions, my test results may be voided, no refund will be issued, no portion of the testing fee can be applied toward the cost of any future testing fees, I may not be permitted to register for current or future test administrations, I may not be allowed to test, I may be required to test under controlled conditions, and legal proceedings and actions may be pursued as well as any other remedies that the Georgia Professional Standards Commission (PSC) and/or the Evaluation Systems group of Pearson, a business of NCS Pearson, Inc. (Evaluation Systems), may deem appropriate. In addition, I understand that test fraud is a ground for denial, revocation, and/or suspension of an educator's certificate.
- 2. Registration:** I have read and agree to the test fees and payment policies described in "Internet-Based Testing" on the GACE Web site. I understand that if any or all fees that are applicable to me are not paid in full I may not be permitted to register for current or future test sessions, and/or my score report may not be produced, and/or my score(s) may be voided. I understand that if I have taken a GACE test on computer, I must wait 28 days before retaking the same test on computer.
- 3. Purpose of Testing:** I understand that the tests are administered for the purpose of Georgia educator certification and are to be taken only by individuals who are seeking educator certification, who are applying for admission to a state-approved educator preparation program, or who are out-of-state teachers applying for Georgia educator certification. I certify that I am taking the test(s) for a purpose stated above.
- 4. Identification:** I understand that I may not be allowed to test if I do not have the proper identification. Proper identification consists of current, government-issued identification, in the name under which I test, bearing my photograph and signature. I understand that copies of my identification may be made, a photograph may be taken, and/or a video recording or other security measure may be employed at the administration, which may be used for identity verification. Additional screenings may be required by test site facilities. I understand that I may not be allowed to test if I do not present proper identification.
- 5. Test Administration:** I authorize the test administrators to serve as my agents in maintaining a secure test administration. I agree to follow all reasonable instructions given to me orally, in writing, or electronically at or during the test administration, including but not limited to instructions to relocate me during the test session. I agree not to communicate with other examinees or any unauthorized persons in any way during the test administration nor to engage in any other form of misconduct. I agree not to engage in behavior that would disrupt or unfairly affect the performance of myself or other examinees. I agree to provide proper identification and to cooperate with testing personnel. If I fail to comply with these provisions, I may be dismissed from the test site, my score may be voided without refund or credit of any kind, and other actions, as described in Rule 1, may be taken as deemed appropriate by the PSC and Evaluation Systems.

6. **Test Security**

- a. **Test Property:** I understand that all test materials and any portion thereof or information relating thereto (referred to below as the "Test Materials") are the sole property of the PSC and Evaluation Systems. I understand that my responses, without the identification of my name, may be used for research, development and implementation of testing programs, scorer training or study materials, or other purposes associated with the program. I understand and acknowledge that the Test Materials were developed at great cost and are required to be kept confidential and secure from disclosure in order to fairly and effectively perform the test functions for which they were designed. I have not received or reviewed any Test Materials prior to taking the test and no Test Materials will be available for me to review after the test. I am not permitted to take (and I will not take) any Test Materials or handwritten or printed notes (referred to below as "Notes") reflecting or recording anything about Test Materials from the testing room or to disassemble, copy, or reproduce the Test Materials in whole or in part by hand or with the use of any electronic, or other type of, device of any nature.
- b. **Test Materials:** I understand that I will not be permitted to bring to or use during the test: Notes, cellular phones, electronic communication devices, visual or audio recording or listening devices or any device with an on/off switch, scratch paper, or any other unauthorized aid (collectively referred to below as "Unauthorized Aids"). Throughout the test session, I will have nothing on my desk but the materials provided by the test administrator. The possession or use of calculators, calculator watches, calculator manuals, or any other Unauthorized Aid is prohibited. I may use material provided by the test administrator for any intermediate work that I need to do to answer the specific questions. However, only answers that I record on the computer will be scored. I understand and agree that if test administrators have a reasonable suspicion that I have or may have in my possession any Test Materials, Notes, and/or Unauthorized Aids, I will immediately turn over any such Test Materials, Notes, and/or Unauthorized Aids in my possession to the test administrators at any time upon their request. If I should fail or refuse to do so, or if the test administrators believe in good faith that I have not turned over all such Test Materials, Notes, and/or Unauthorized Aids in my possession, the test administrators may search my person and my personal possessions for such Test Materials, Notes, and/or Unauthorized Aids and may remove them. Any such Test Materials, Notes, and/or Unauthorized Aids that I may have may be retained for as long as may be required for the purpose of pursuing the remedies specified in Rule 1 above. Test administrators, Evaluation Systems, and the PSC are not responsible for Unauthorized Aids or other prohibited materials confiscated by test administrators or otherwise turned over by me. In the event of a possible breach of test security, I agree to cooperate with testing personnel and I hereby consent to any such reasonable search and to any incidental contact with my person or my possessions that may result from such a search before my dismissal from the test site. Moreover, I hereby waive any claim that I might otherwise have based upon any such search or contact. I also understand that a breach of security might result in my name being reported to the PSC and to Evaluation Systems; my score may be voided without refund or credit of any kind; and other actions, as described in Rule 1, may be taken as deemed appropriate by the PSC and Evaluation Systems.

7. **Nondisclosure of Test Materials:** Because of the great cost expended to develop the Test Materials, because of the obvious necessity that they be kept confidential and secure from disclosure in order to fairly and effectively perform the test functions for which they were designed, and because any disclosure of part or all of the contents of the Test Materials to anyone might render them unusable for future test administrations, I promise and agree that I will not disclose the Test Materials or any part of them (including the form, subject matter, substance, and wording of any test question or any answer thereto) to anyone for a period of ten years from the date of the test administration to which such Test Materials pertain. I understand and agree that if I should violate this agreement of nondisclosure, I may be liable in damages for costs (including redevelopment costs) incurred as a result of any breach of this agreement, and I may also be subject to other legal and equitable remedies (including injunctive relief) for any such breach. I understand that violation of this agreement of nondisclosure is a violation of the Georgia Code of Educator Ethics and is grounds for denial, revocation, or suspension of Georgia educator certification.

8. **Test Session:** I understand and agree that, after admission to the test site, I may not leave the test site for any reason until I have been officially dismissed by a test administrator. I understand that once I have completed the test, or at the end of the test session, materials provided by the test administrator will be collected and I will be dismissed. Once dismissed, I must leave the test site and I will not be readmitted.
9. **Test Score Reporting and Cancellation:** I understand that my test score(s) will be reported to me; to the PSC; to the school district, regional education service agency, or other agency indicated by me when I register to take the test; and to any institution, entity, or person authorized or required by law, inclusive of the PSC's compliance with applicable Open Records Requests, to receive this information. My score report will be provided to me after the test is completed. I understand that any information provided when I register to take the test may be used to report scores or to contact me regarding test- or program-related issues. If I do not want my score(s) reported, I will be given the opportunity to cancel my score before the end of the test session, and before I view my score. If I cancel my test score(s), I will receive no refund or credit of any kind and my scores will not be entered into any records or reported to me, the PSC, or any Georgia state school district, regional education service agency, or any other agency.
10. **Voided Score:** I understand that if I fail to comply with the rules and requirements described in "Internet-Based Testing" on the GACE Web site, including these Rules of Test Participation, and communicated to me, orally, in writing, or electronically, at the test administration, or if doubts are raised about my identity, my compliance with the Rules of Test Participation, or about the validity or legitimacy of my scores, Evaluation Systems will notify the PSC and other parties as deemed appropriate. The PSC and Evaluation Systems reserve the right to void my test score(s) if, in their sole opinion, there is adequate reason to question my identity, my compliance with the Rules of Test Participation, or the validity or legitimacy of my scores due to circumstances within or beyond my control. Other actions, as described in Rule 1, may be taken as deemed appropriate by the PSC and/or Evaluation Systems.
11. **Rights and Obligations Regarding Test Administration:** I understand and agree that liability for test administration activities, including but not limited to the adequacy or accuracy of Test Materials and equipment, the adequacy or accuracy of the administration processes or conditions, the adequacy of test site facilities, the adequacy or accuracy of score reports, the adequacy or accuracy of scoring, the adequacy or accuracy of information provided to me in connection with the GACE program, and the adequacy of protection of examinee information, will be limited to score correction or test retake at no additional fee. I waive any and all rights to all other claims, specifically including but not limited to claims for negligence arising out of any acts or omissions of the PSC and Evaluation Systems (including the employees, agents, contractors, or professional advisors of the PSC and Evaluation Systems).
12. **Program Changes:** I understand that the testing program is subject to change at the sole discretion of the PSC.
13. **Rules:** I understand that should any of these rules or any other requirement or provision described in "Internet-Based Testing" on the GACE Web site be declared or determined by any court to be illegal or invalid, the remaining rules, requirements, and provisions will not be affected and the illegal or invalid rule, requirement, or provision shall not be deemed a part of "Internet-Based Testing." The headings of each of the Rules of Test Participation are for convenient reference only. They are not a part of the rules themselves; they do not necessarily reflect the entire subject matter of each rule; and they are not intended to be used for the purpose of modifying, interpreting, or construing any of these Rules of Test Participation. I agree that any legal action arising in connection with my registration for or participation in a test administration shall be brought in the state and federal courts located in Atlanta, Georgia, and I consent to the personal jurisdiction of such courts.