POST BASIC COURSES

TEST ADMINISTRATION

AND

SECURITY

GUIDELINES

January 1, 2009
POST Basic Courses Test Administration and Security Guidelines

Table of Contents

Guidelines
1.0 Application of Guidelines .................................................................................................. 1
2.0 Test Use and Security Agreement ...................................................................................... 1
3.0 Test Acquisition and Handling
   3.1 Individual(s) Responsible for Acquiring Tests ........................................................... 1
   3.2 Handling Printed Test Material
      3.2.1 Conditions for Reproducing Test Materials
      3.2.2 Security Procedures during Printing
      3.2.3 Test Material Inventory and Storage
      3.2.4 Security during Test Destruction Processes
4.0 Test Administration ........................................................................................................ 3
   4.1 Persons Responsible for Scheduling and Administering Tests
   4.2 Appropriate Proctor Behavior during Test Sessions
   4.3 Required Student Behavior during Test Administration
   4.4 Required Proctor/Evaluator Training
5.0 Test Scoring ................................................................................................................... 4
   5.1 Excluding Test Items (Questions) from POST-Constructed Written Tests
6.0 Use of POST-Supplied Tests for Remediation .............................................................. 5
   6.1 Acceptable Uses of POST-Supplied Tests
   6.2 Retest Process
7.0 Cheating ....................................................................................................................... 5
   7.1 Unacceptable Test Preparation Activities
   7.2 Unacceptable Student Behavior
   7.3 Non-tolerance of Cheating
8.0 Reasonable Accommodation ........................................................................................... 6
9.0 TMAS Hardware/Software Use and Maintenance ............................................................ 7
   9.1 Completion of POST-Approved Training
   9.2 Student Access Prohibited With Two Exceptions
   9.3 Memorandum of Understanding
   9.4 Security Compliance Statement

Attachments
Exhibit 1 POST-Certified Course(S) Test Use and Security Agreement ......................... 9
Attachment A: Acknowledgment of the Requirement to Adhere to the Terms and Conditions of the POST-Certified Course(s) Test Use and Security Agreement .................. 19
Exhibit 2 Paper-And-Pencil Test Administration Procedures ........................................... 21
Exhibit 3 Written, Scenario and Exercise Student Testing Contract .................................... 23
Exhibit 4 Security Compliance Statement ........................................................................... 25
GUIDE 1.0 APPLICATION OF GUIDELINES

Each basic course presenter (Presenter) of POST-Certified Courses that include the use of POST-mandated and supplied tests shall implement a formal test administration and security policy. The policy statement must address these guidelines.

COMMENT: It is POST’s intention to promote an attitude of integrity among certified presenters and their students and to reduce the risks associated with the loss of secure testing material. The spirit of these guidelines is to promote optimum protection for test security and fairness for students in all POST-certified basic courses. The value of a written policy lies in the assurance it provides that all current and succeeding program staff be well informed regarding test security and test administration procedures and requirements.

GUIDE 2.0 TEST USE AND SECURITY AGREEMENT

The Presenter’s Test Administration and Security Policy must address all pertinent issues described in the POST-Certified Course(s) Test Use and Security Agreement, Exhibit 1, including the designation of a key contact person to receive confidential test material from POST.

COMMENT: POST Procedure D-1-3 requires all presenters of POST-certified basic courses to enter into a formal security agreement with POST, which protects the security of POST-supplied test material and assures that all students are fairly tested. The designation of a key contact person helps assure that individuals who receive secure test documents from POST fully understand test security requirements. The Security Agreement is shown here as Exhibit 1. Presenter policy statements should refer to this document and account for all provisions that pertain to the Presenter’s program.
GUIDELINE 3.0 TEST ACQUISITION AND HANDLING

The Presenter’s Test Administration and Security Policy must specify how the presenter acquires and uses tests, including the following:

COMMENT: Presenters must develop strict procedures involving printed test materials received from POST. Such procedures should include the initial acquisition, reproduction, storage and final disposition of POST-supplied scenario manuals, report writing video tests, and written test booklets.

3.1 Individual(s) Responsible for Acquiring Tests

COMMENT: Documenting who has responsibility for acquisition, custody and use of each test improves communication and accountability.

3.2 Handling Printed Test Material

COMMENT: The following subsections apply to paper versions of all POST-constructed written tests, scenario tests; exercise tests, and all associated scoring or evaluation forms.

3.2.1 Conditions for Reproducing Test Materials - including 1) who orders the production of test material, and 2) where test material will be reproduced (e.g., college print shop, offsite printing facility, etc.)

COMMENT: Prescribing how test materials are to be reproduced leaves little to chance and improves test security.

3.2.2 Security Procedures during Printing

COMMENT: Several risks to test security can occur during the printing process including carelessness while operating reproduction machines (such as placing discarded pages after jams or misprints in a non-secure receptacle), leaving confidential test material unattended, and outright theft of booklets and forms. To avoid these risks, presenters can take steps to prevent loss by educating reproduction staff, using security agreements with assigned staff, or entering into a formal agreement with a third party printing company. These steps should be described in the Presenter’s policy.
3.2.3  Test Material Inventory and Storage

COMMENT: All existing copies of each POST-supplied test must be accounted for at all times. All copies of each test should be numbered, inventoried, and recorded, including written test booklets, scenario test manuals and forms, and all copies of video-based report writing tapes and scoring forms. When not in actual use, all printed test materials must be maintained under lock and key. The methods and procedures employed by the presenter for inventory and storage must be described in their policy statements.

3.2.4  Security During Test Destruction Processes

COMMENT: POST-supplied written test materials are dated. For example, all existing copies of a written test (e.g., domain tests, mid-term and final exam forms) located at the presenter’s facility must be destroyed within 10 days of the conclusion of the class for which they were used, although exceptions may be made in certain instances with POST approval. (One exception is that the Presenter may retain one keyed copy for its records)

As with the printing process, several risks to test security can occur during destruction. Risks include theft, inadvertent loss of material (e.g., booklets, scenario scripts and evaluation scoring forms), carelessness, and failure of machinery (such as a shredder) to function properly. Mitigation strategies might include educating those responsible for destruction, or entering into a formal, security-conscious agreement with a third party company.

The Presenter’s written policy statement should indicate who is responsible for destroying test material, who may order the destruction, and describe the procedures in place to assure that no test materials are compromised during the destruction process.

**GUIDELINE 4.0  TEST ADMINISTRATION**

The Presenter’s Test Administration and Security Policy must describe how tests are administered and specify the following:

4.1  Person(s) Responsible for Scheduling and Administering Tests

COMMENT: Documenting who has these responsibilities improves communication and accountability.
4.2 Appropriate Proctor Behavior during Test Sessions

COMMENT: POST has developed prototype instructions for proper administration of POST-constructed tests and for monitoring student behavior during the test session. Presenters should either adopt the Paper-and-Pencil Test Administration Procedures, Exhibit 2, or create similar procedures. Instructions for administering POST-constructed scenarios and the Work Sample Test Battery are included in the Basic Course Scenario Manual and the Basic Academy Physical Conditioning Manual, respectively, accessed via the POST Basic Course Informational Website.

4.3 Required Student Behavior during Test Administration

COMMENT: Students should be clearly informed about unacceptable behavior during a test (such as talking or looking at another students test material) and advised of the penalty for exhibiting such behavior. Such rules should include provisions to report cheating by others, including staff.

A POST-prepared prototype student contract covers student behavior regarding tests. Presenters are encouraged to adapt the Written, Scenario, and Exercise Student Testing Contract, Exhibit 3, to their local circumstances.

4.4 Required Proctor/Evaluator training

COMMENT: It is the intent of this guideline to encourage training for those individuals who proctor tests. Such training should focus on test security, fairness, standardization of testing protocols, and should remind those who are authorized to administer tests to follow the rules and be good ethical role models.

GUIDELINE 5.0 TEST SCORING

The Presenter’s Test Administration and Security Policy must describe how to score tests, who will score the tests, and when the results are provided to students. At a minimum, the policy should address the following guidelines:

COMMENT: Standardized scoring is a critical component of any testing procedure. With well maintained scanning machines, standardization is typically assured when written tests are machine scored. However, for scenario and exercise/skills tests, presenters should ensure that tests are graded in a consistent fashion, criteria for success are clearly established and understood by those who evaluate student performance on the given test, and that exam scores are accurately recorded on the scoring format provided.
5.1 Excluding Test Items (Questions) from POST-Constructed Written Tests

COMMENT: POST allows presenters to exclude individual items from the scoring process when sufficient reason exists. Exclusion means that a test question is not counted toward the students’ scores.

The Presenter’s policy statement should articulate the following:

- Reasons the Presenter deems acceptable to exclude items
- The process required to obtain approval to remove the items from scoring
- Documentation requirements
- The process of reporting faulty items to POST for review

GUIDELINE 6.0 USE OF POST-SUPPLIED TESTS FOR REMEDIATION

The Presenter’s Test Administration and Security Policy must describe the presenter’s remediation and retest processes and specify the following:

6.1 Acceptable Uses of POST-Supplied Tests

COMMENT: When a student is being remediated following failure on a POST-constructed test, the Presenter may utilize the student’s original examination results to assist in training [i.e., to point out the failed objective(s)]. However, the contents of POST-supplied tests must not be compromised during this process. Specifically, presenters must take precautions to ensure that no one copies, in any fashion, any questions or answers to any POST-supplied test or scoring key. The policy statement should make this explicit.

6.2 Retest Process

COMMENT: The policy should clearly describe the Presenter’s retest process including the following:

- The information to be provided to students who fail a test (e.g., failed learning objectives)
- The amount of time allotted for study
- Who is responsible for scheduling and administering retests
- How failing students are notified of their failure on a retest
- Documentation requirements for retest results
- Any unique local requirements (i.e., the number of initial tests a student may fail and still remain in the course.)
GUIDELINE 7.0 CHEATING

The Presenter’s Test Administration and Security Policy must describe what constitutes cheating and the consequences for both staff and students. The policy should specifically address the following:

7.1 Unacceptable Test Preparation Activities

COMMENT: The granting of instructor access to POST-supplied tests is a local decision the Presenter is authorized to make. However, the Presenter should explicitly prohibit “teaching to the test”. Teaching to the test includes any instructional activity that focuses on specific test content rather than on the broader learning objectives in the course. The Presenter’s policy should make it clear that sharing test content (i.e., questions, answers, scoring criteria, or specific learning objectives to the exclusion of non-tested objectives) is strictly prohibited, and that violators will be disciplined. Presenters should consider adopting procedures to monitor performance by instructional staff.

7.2 Unacceptable Student Behavior

COMMENT: Presenters should inform both staff and students what constitutes unacceptable student behavior during a test session. These behaviors typically include peering at another student’s test answer sheet, referring to notes, and talking. POST has prepared a prototype student contract that lists common behaviors that are unacceptable during a test. Presenters are encouraged to adopt the Written, Scenario, and Exercise Student Testing Contract, Exhibit 3, or modify this document for local use.

7.3 Non-Tolerance of Cheating

COMMENT: Presenters should adopt a policy that demands ethical behavior by both staff and students and encourages intolerance of cheating by anyone.
GUIDELINE 8.0 REASONABLE ACCOMMODATION

The Presenter’s Test Administration and Security Policy should address security during reasonable accommodations for persons with disabilities

COMMENT: The Americans with Disabilities Act of 1990 (ADA) requires that all areas of employment, including training, provide “reasonable accommodations” (i.e. changes or adjustments) for persons with disabilities. Typical accommodations for written tests include allowing more time to take a test and allowing the student to circle an answer rather than bubble it in on the scanning form. Examples of accommodations for exercise/skills tests may include allowing a student to use a different, but equally effective, takedown technique during arrest methods training or allowing a student to use a lighter or smaller handgun during weapons training.

Regardless of the accommodation made, the Presenter’s policy should be designed to assure that an accommodation does not violate test security requirements as specified in the POST-Certified Course(s) Test Use and Security Agreement, Exhibit 1.

GUIDELINE 9.0 TMAS HARDWARE/SOFTWARE USE AND MAINTENANCE

POST provides each presenter of a certified basic course with access to Internet-based testing software, known as the Test Management and Assessment System (TMAS). This system requires both software and hardware components. The Presenter’s Test Administration and Security Policy should provide for the use and maintenance of this system and should cover the following:

9.1 Completion of POST-Approved Training

Only persons who have completed POST-approved training may operate the Test Management and Assessment System (TMAS) software to download or administer tests

COMMENT: TMAS is a complex system and training is required for its proper use. This training is available from POST.
9.2 **Student Access Prohibited with Two Exceptions**

Except in connection with an actual test administration or review, student access to any TMAS exam is prohibited.

COMMENT: When tests are reviewed with students, only the students taking the test should be permitted in the review room, and an authorized staff member must supervise the review.

9.3 **Memorandum of Understanding**

Any computer equipment used in conjunction with TMAS shall be configured to prevent the installation of unauthorized software.

COMMENT: The Presenter should have procedures in place to safeguard and control access to TMAS including procedures for preventing the installation of software that could interfere with the intended use of the TMAS system.

9.4 **Security Compliance Statement**

All Presenters who access TMAS via a local network must have a signed Security Compliance Statement, Exhibit 4, on file with POST. The Presenter’s Representative and the Information Security Officer must sign the compliance statement.

COMMENT: The TMAS software and database resides on a server at the Department of Technological Services (DTS) in Sacramento. To maintain the security of the data, all agencies that connect their networks or network devices to DTS networks or resources must comply with the basic security procedures required by DTS. The Security Compliance Statement, Exhibit 4, explains these requirements. For TMAS access to be valid, POST must have received a copy of this agreement, signed by both the Presenter’s representative (e.g., director, dean, commander, captain), and the Information Security Officer. The agreement must be on file at POST headquarters.
Exhibit 1

POST-CERTIFIED COURSE(S)
TEST USE AND SECURITY AGREEMENT

I  Parties to the Agreement

The parties to this agreement are the California Commission on Peace Officer Standards and Training, hereinafter referred to as POST, and the (enter Presenter name), hereinafter referred to as the Examining Agency.

II  Purpose of the Agreement

This agreement is intended to protect the mutual interests of the Examining Agency, POST, and the students in any POST-certified course for which POST supplies test material. This agreement protects those interests by ensuring that no person gains special advantage by having improper access to the test material, and that students who pass tests comprised of such material are qualified to perform the duties for which they have been trained. POST requires, therefore, as a condition for making test material available, that the Examining Agency execute this agreement and fulfill its terms.

III  Test Materials

A.  Types of Material

The POST-supplied test material subject to this agreement includes the following:

1.  POST-constructed Knowledge Tests: POST-constructed paper-and-pencil tests that measure acquisition of knowledge required to achieve one or more learning objectives in a single learning domain

2.  POST-constructed Comprehensive Tests: POST-constructed paper-and-pencil tests that measure acquisition of knowledge in multiple learning domains

3.  POST-constructed Scenario Tests: POST-constructed job simulation tests that measure acquisition of complex psychomotor and decision making skills required to satisfy one or more learning objectives

4.  POST-constructed Report Writing Exercise Test Videos: POST-constructed exercise tests presented in video tape format

In addition to these tests, the protected material includes the individual test items that comprise the tests (be they multiple-choice or true-false written test items, scenario vignettes, audio, video or other test prompts), the supplied scoring keys, forms, scoring instructions, and access codes to POST’s Computerized Test Management and Assessment System (TMAS).
B. Confidentiality of Test Material

The use and availability of all POST-supplied test materials are strictly controlled by the terms of this agreement. These materials are exempt from the disclosure provisions of state and federal public records laws and shall not be made public. Their use and availability are restricted in order to protect the reliability and validity of the examinations.

IV Terms and Conditions

POST agrees to make POST-supplied test materials available to the Examining Agency, subject to the conditions set forth in this agreement.

As the administrator of the POST-supplied test materials, the Examining Agency agrees to the following terms and conditions:

A. The Examining Agency accepts continuing responsibility for carrying out the terms of this agreement. They further agree that all necessary administrative steps will be taken to ensure that staff members, instructors, role players, and other persons who may be given access to the POST-supplied test materials will be informed of this agreement and will be required to comply with it.

B. The Examining Agency will administer the POST-supplied test material according to the following conditions:

1. The test proctor must remain in the room or at the scene at all times during an examination.

2. There will be no talking during a test unless specifically called for by the test administration procedures.

3. Students cannot leave the room or test scene once the examination has started unless all test materials are first given to the test proctor.

4. Before excusing students, the test proctor must verify that all test materials have been collected.

C. Examining Agency’s Designee

1. The Examining Agency will designate one or more persons to receive all POST-supplied test materials from POST and to ensure that the terms of this agreement are carried out.
2. Each designee must read this agreement and sign the Acknowledgment of the Requirement to Adhere to the Terms and Conditions of the POST-Certified Course(s) Test Use and Security Agreement, Attachment A. By signing Attachment A, the designee(s) acknowledges that he/she:
   a. Received a copy of this agreement from the Examining Agency.
   b. Read and understood this agreement.
   c. Agrees to comply with this agreement’s provisions.

3. The Examining Agency will keep a signed copy of the Acknowledgement of the Requirement to Adhere to the Terms and Conditions of the POST-Certified Course(s) Test Use and Security Agreement, Attachment A, on file for each designee and will make these signed copies of Attachment A available for inspection by POST.

4. Prior to the receipt of any POST-supplied test materials, the Examining Agency will notify POST in writing on agency letterhead or via email of each:
   a. Designee(s) name, title, address, email address and telephone number.
   b. POST test for which each designee has primary responsibility.

5. The Examining Agency will promptly notify POST in writing or via email when the designee(s) leaves the Examining Agency’s employment or is relieved of the responsibility for carrying out the terms of this agreement.

6. When a designee leaves or is relieved of the responsibility for carrying out the terms of this agreement, the Examining Agency will promptly appoint a successor and notify POST in writing or via email of the successor’s name, title, applicable addresses and telephone numbers.

7. Where applicable, the Examining Agency’s designee will attend a POST Test Procedures seminar prior to assuming responsibility as the Examining Agency’s designee.

D. Methods Used to Make POST-Supplied Test Items, and/or Examination Materials available to the Examining Agency.

1. POST’s standard method of making POST-constructed Knowledge and Comprehensive test items available is to allow the Examining Agency to download test forms via the Internet using the POST Test Management and Assessment System (TMAS). Examining Agencies authorized to use TMAS agree to restrict access to the Examining Agency’s designee(s).
2. POST’s standard method of making report writing test videos available to the
Examining Agency is directly from POST.

3. POST’s standard method of making scenario tests available to the Examining
Agency is to allow the agency’s scenario manager to download the test via the
Internet using the secured portion of the Basic Course Informational (BCI)
website. Scenario managers can access and download the tests from the BCI
website using a POST-supplied login ID and password after having completed
the required scenario manager’s training course.

4. The Examining Agency will follow all applicable POST-specified test
administration and processing procedures regarding receipt, use and return of test
material.

E. Staff Members, Instructors and Authorized Agents

1. The Examining Agency will limit access to POST-supplied test materials to the
Examining Agency’s staff members, instructors and authorized agents who have
legitimate need for such access.

2. Before providing a staff member, instructor, or authorized agent access to POST-
supplied test materials, the Examining Agency will require the staff member,
instructor, or authorized agent to read this agreement and sign the
Acknowledgement of the Requirement to Adhere to the Terms and Conditions of
the POST-Certified Course(s) Test Use and Security Agreement, Attachment A.
By signing Attachment A, the staff member, instructor, or authorized agent(s)
acknowledges that he/she:

   a. Received a copy of this agreement from the Examining Agency.

   b. Read and understood this agreement.

   c. Agrees to comply with this agreement’s provisions.

3. The Examining Agency will keep a signed copy of the Acknowledgement of the
Requirement to adhere to the Terms and Conditions of the POST-Certified
Course(s) Test Use and Security Agreement, Attachment A, on file for each staff
member and/or instructor and will make these signed copies of Attachment A
available for inspection by POST.

F. Security of Test Material

1. All test material supplied by POST will remain the property of POST and will be
used solely for the official purpose of the Examining Agency in testing students
for successful completion of POST-certified training courses. Use of any POST-
supplied test items, and/or examination materials for any other purpose is
expressly prohibited.
   
a. Only persons who receive POST-approved training in the operation of TMAS are authorized to administer POST-delivered computer-based tests.

b. Under no circumstances will students be provided access to any computer based exam except:

   1) In connection with actual test administration, or

   2) When test results are to be reviewed with students, the review will be supervised by an authorized staff member, and only the test takers will be permitted in the review room.

3. Reproduction, administration and scoring of POST-supplied non-computer-based tests.

   a. The Examining Agency will exercise reasonable care to ensure that the confidentiality of POST-supplied test materials is maintained when test booklets are reproduced and destroyed.

      1) Under no circumstances will the examining agency permit any POST-supplied test material to be mailed, faxed, or sent electronically via email.

   b. Tests composed in whole or in part of the POST-supplied test materials will be administered in a manner that ensures the security of all test materials. Test booklets and answer sheets will be destroyed or stored in a designated location after a test is administered.

   c. All paper-and-pencil tests will be printed, administered, and destroyed within 10 days of the conclusion of the class for which they were used, although exceptions may be made in certain instances with POST approval. (One exception is that the examining agency may retain one keyed copy for its records.)

   d. When paper-and-pencil test results are to be reviewed with students and the test is composed in whole or in part of the POST-supplied test materials, the review will be conducted under the following conditions:

      1) The review will be supervised by an authorized staff member.

      2) Only authorized personnel will be permitted in the review room.

      3) At the end of the review period, an authorized staff member will collect all test material and securely store it.
e. Under no circumstances will a student be permitted to:

1) Reduce POST-supplied test materials to writing.

2) Photocopy or otherwise reproduce POST-supplied test materials.

3) Create an audio or video record of a test results review session.

f. The POST-supplied test materials may be reviewed only by the Examining Agency’s staff involved in the examination process, or students under the conditions described in paragraphs IV(F)(2)(b)(2) and IV(F)(3)(d). All such reviews will be conducted at secure locations designated by the Examining Agency for this purpose. Immediately following each such review, all printed test materials will be returned to the Examining Agency’s designated storage facility.

g. No one will copy or reproduce any POST-supplied test materials electronically, or otherwise, except as needed to construct a test to use for the formal evaluation of students enrolled in the Examining Agency’s POST-certified training courses.

4. All POST-supplied test materials will be handled and stored in a manner designed to prevent unauthorized persons from accessing them, as follows:

a. Store printed copies of the POST-supplied test materials in a secure, locked location.

b. Store diskettes, videos, and any other media containing the POST-supplied test materials in a secure location.

5. The Examining Agency will exercise reasonable care to maintain the confidentiality of POST-supplied test materials when such materials are destroyed.

6. No official, staff member, instructor, or other agent of the Examining Agency will loan, give, sell, or otherwise make available any of the POST-supplied test material to any agency or person who is not specifically authorized by POST or the Examining Agency to access the test materials, nor will they knowingly permit others to do so.

7. If any POST-supplied test materials become part of legal proceedings by a court or other body vested with a legal authority (e.g., school board, civil service commission or human relations commission), the Examining Agency will notify the legal authority of the existence and terms of this agreement, and will inform POST immediately of the legal proceedings. In no instance will the Examining Agency provide the legal authority with copies of any POST-supplied test materials.
8. In the event that any POST-supplied test materials are lost, stolen or otherwise compromised, the Examining Agency will immediately notify POST in writing. The Examining Agency will make reasonable efforts to recover such POST-supplied test materials to prevent their distribution to unauthorized parties and to otherwise mitigate the damage caused by their loss.

G. Responsibility and Use of POST-supplied Test Materials

1. In constructing and using tests composed in whole or in part of POST-supplied test materials, the Examining Agency acknowledges its obligation to comply with relevant professional standards (e.g., Standards for Educational and Psychological Tests, American Psychological Association, 1999, and any successor document), as well as state and federal laws.

2. The Examining Agency will use the POST-supplied written and video test materials as provided and will not modify them in any way.

3. In preparing students to take a test composed in whole or in part of POST-supplied test materials, the Examining Agency will not provide any student or students with an unfair advantage. In particular, the Examining Agency will not:

   a. Reveal the contents of or answers to specific test items.
   
   b. Provide instruction narrowly tailored to the specific items on a test rather than the broader instructional objectives that the items represent.

4. In the event of legal challenges to tests administered by the Examining Agency, when such tests are composed in whole or in part of any POST-supplied test materials, the burden of defending the challenged test rests with the Examining Agency. The exception to this is that POST agrees to provide expert testimony on the methods used to develop POST-certified training courses and the associated test material.

H. Information on Test Materials

The Examining Agency agrees to promptly provide POST with any information it acquires on the quality of the POST-supplied test materials. This information includes but is not limited to the following:

1. Statistical studies of test item characteristics.

2. Judgmental evaluations of item quality made by instructors or students.

3. All student response data from tests provided to the Examining Agency by the TMAS computer program.

4. Examining Agency validation studies involving any POST-provided test materials.
V Exceptions

Any exception to this agreement must be stated in writing and agreed to by both parties before such exceptions may be considered to be in effect.

VI Termination of Agreement

A. Inability to Fulfill Agreement

In the event that the Examining Agency finds that it is unable to ensure fulfillment of this agreement, the Examining Agency will promptly notify POST to that effect in writing or via email. The Examining Agency will return any and all test materials to POST in a manner that will not compromise the confidentiality of the test materials or, where applicable, will provide a written statement that all such test material has been disposed of in a manner that did not compromise its confidentiality.

B. POST’s Right to Terminate this Agreement

POST reserves the right to terminate this agreement for good cause at any time. Good cause includes but is not limited to POST’s reasonable belief that the terms of the agreement have not been fulfilled or are not being fulfilled. In the event that this agreement is so terminated, the Examining Agency agrees to promptly return all POST-supplied test material or, where applicable, provide a written statement that all such test material has been disposed of in a manner that did not compromise its confidentiality.

C. Examining Agency’s Right to Terminate this Agreement

The Examining Agency may terminate this agreement at any time by so notifying POST in writing or via email and returning all POST-supplied test material or, where applicable, providing a written statement that all such test material has been disposed of in a manner that did not compromise its confidentiality.

D. Decertification - Right of Examining Agency to Appeal

POST Procedure D-1 requires the use of POST-supplied test materials for testing basic course students. Because termination of this agreement will result in the loss of access to POST-supplied test material, it could also lead to decertification of the Examining Agency’s basic course(s), pursuant to POST Regulation 1057. However, nothing in this agreement is intended to abrogate the Examining Agency’s right to appeal a decertification decision in accordance with POST Regulation 1058.
VII  Acceptance of Terms and Conditions of this Agreement

A. Continuing Responsibility

The Examining Agency accepts continuing responsibility for carrying out the terms of this agreement and further agrees that all necessary administrative steps will be taken to ensure that all staff or instructors who may come into contact with any POST-supplied test materials, read and sign the Acknowledgment of the Requirement to Adhere to the Terms and Conditions of the POST-Certified Course(s) Test Use and Security Agreement, Attachment A.

B. Signature of Authorizing Officials

On behalf of the agency I represent, I accept the terms and conditions of this agreement and agree to comply with them.

EXAMINING AGENCY

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Course Presenter’s Name</td>
<td>Date</td>
</tr>
<tr>
<td>Street Address</td>
<td>City/State/Zip</td>
</tr>
<tr>
<td>Email Address</td>
<td>Telephone</td>
</tr>
<tr>
<td>Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>

COMMISSION ON POST

| Ken Krueger       | Bureau Chief      |
| Print Name        | Title             |
| 1601 Alhambra Boulevard | Sacramento, CA 95816 | 916.227.3909 |
| Street Address    | City/State/Zip    | Telephone    |
| Signature         | Date              |

Revised January 1, 2009
Attachment A

ACKNOWLEDGMENT OF THE REQUIREMENT TO ADHERE TO THE TERMS AND CONDITIONS OF THE POST-CERTIFIED COURSE(S) TEST USE AND SECURITY AGREEMENT

I have received a copy of the Test Use and Security Agreement between the California Commission on Peace Office Standards and Training (POST) and the (enter Presenter name).

I have read and I understand the terms and conditions of this agreement.

I agree to carry out my duties and responsibilities in accordance with all applicable provisions.

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Course Presenter’s Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City/State/Zip</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(To be retained on file at the Examining Agency)
Exhibit 2

PAPER-AND-PENCIL TEST ADMINISTRATION PROCEDURES

A. One Week before Scheduled Test

At least one week before the scheduled test administration, the test proctor should:
1. Verify that all test material is available [e.g., sufficient test booklets, pencils, answer sheets, etc.]
2. Confirm that the classroom or facility has been reserved, and
3. Assure that the test site is acceptable [temperature, lighting, cleanliness, etc.]

B. Scheduled Test Day

On the day of the test, the test proctor should:
1. Gather and inventory test material from secure location [e.g., locked storage facility] according to local procedure
2. Review the student testing contract with the class and discuss admonishment for cheating
3. Complete demographic scan sheet [i.e., fill in bubbles], if applicable
4. Distribute test booklets
5. Read testing instructions and answer student questions, if any
6. Begin test session [Announce and record exact start time]

C. Scheduled Test Period

During the test, the test proctor should:
1. REMAIN IN THE ROOM DURING THE TEST SESSION
2. Refrain from answering questions that would give the answer or hints of an answer to a test question
3. Allow no more than one student to leave the test room at one time
4. Require each student to remain in the room, unless the proctor has received the student’s test material
5. Document any observance of student cheating
6. Notify the class when 5 (five) minutes remain of the testing time allowed
7. Call time and have students close their test booklets

D. Completion of Test

Upon completion of the test time, the test proctor should:
1. Collect and inventory test booklets and answer sheets before excusing class
2. Return booklets to designated location [e.g., locked storage facility] according to local procedure
3. Give answer sheets to appropriate staff member for scoring, if applicable
4. Report any observance of student cheating to the Academy director/coordinator
Exhibit 3

WRITTEN, SCENARIO, AND EXERCISE STUDENT TESTING CONTRACT

This contract pertains to written and performance tests designed to measure and/or assess your knowledge, comprehension and performance skills of the material taught in the basic course. Written tests include the multiple-choice Mid-term and Final examinations and tests required for certain learning domains. Written tests may be administered in paper-and-pencil format or taken on-line via computer. Performance Tests are designed to assess student performance of specified procedures or tasks. Unlike written tests, performance tests require students to demonstrate proficiency on one or more learning objectives, such as driving a vehicle, taking down a suspect, writing a report, firing a weapon, or responding to a Scenario (job-simulation). Performance tests include report writing examinations, scenario tests, defensive tactics/firearms skills tests, and other spontaneous exams given by the academy staff.

Generally, recruits/students who fail on their first attempt to pass a test are given a second opportunity to pass the test. Failure on the second attempt typically results in failure of the Basic Course.

Written Tests

While taking written tests, the student will adhere to the following guidelines:

- Desks will be cleared of all material unless otherwise instructed by the test proctor.
- All cell phones, pagers and other electronic devices in the recruit/student possession will be turned off.
- There will be No talking during the test.
- No recruit/student will record or otherwise make copies of any question in any test.
- No recruit/student will look at another recruit/student’s test papers or computer screen, nor will they allow another to look at their papers or computer screen.
- If you must leave the testing room, you must first give your testing material to the proctor (paper-and-pencil tests only). Only one recruit/student may leave and return to the room at a time.
- Once you have completed the test, turn in the testing material (scannable answer sheet, test booklet, paperwork, other worksheets, pencil, etc) to the proctor or log off the computer.
- Once the testing material is submitted to the proctor or on-line through the Test Management and Assessment System (TMAS), you may not retrieve any of the submitted documentation.
- There will be no changes, additions, deletions or other adaptations made to submitted testing materials.
- Once you complete the test and leave the testing room, you may not return to the testing room for any reason until the entire session has been completed.
Exhibit 3(Continued)

WRITTEN, SCENARIO, AND EXERCISE STUDENT TESTING CONTRACT

Scenario Tests

While taking a scenario test, each student will adhere to the following:

- There will be no talking during the test unless specifically called for by the testing protocol or the test proctor.
- Recruits/students will not discuss or communicate testing information about any scenario test they have completed with any other recruit/student or in the presence of another recruit/student.
- No recruit/student will record or otherwise make copies of any scenario test material.
- Recruits/students will not discuss scenario tests with the role players at any time while attending the basic course.
- Discussing any scenario test that you have completed is considered cheating. Cheating is grounds for disciplinary action and may result in DISMISSAL/TERMINATION from the basic course¹.
- Recruits/Students may discuss the scenario test with the evaluator or administrative staff member ONLY. The discussion must occur at the training venue and only after all students have completed the scenario test.

Failure to comply with this Policy/Contract or engaging in behavior that compromises any examination/testing material is considered cheating. Cheating is grounds for disciplinary action and may result in DISMISSAL/TERMINATION from the basic course¹.

Please sign below. Your signature indicates that you have read and understood that cheating on a test can be grounds for termination from basic course and that you will only have one opportunity to retake a failed test.

____________________________________
Print Name

____________________________________
Signature Date

¹ Commission on Peace Officer Standards and Training regulation 1001 and 1005 (j), respectively, define cheating and address subsequent disciplinary action that may result in DISMISSAL/TERMINATION.
Exhibit 4
SECURITY COMPLIANCE STATEMENT

The Department of Technological Services (DTS) provides for the integrity and security of customer information assets and complies with the policies as set forth in the State Administrative Manual, sections 4840-4845. Entities requesting to connect their networks or their network devices to the DTS network, or resources accessible on the DTS network, must comply with the following basic information security requirements. These requirements will be included in any agreement or contract with an entity that includes the provision of connectivity to the DTS or a resource accessible on the DTS network.

A. **Firewalls** - *This requirement provides a reliable mechanism to help protect DTS and its customers’ information and information processing resources from unauthorized access to, and denial/disruption of services or systems.*

   - **Definition** - A firewall is a computer, or system of computers, designed to restrict network traffic in order to prevent unauthorized access to or from a private network. Firewalls can be implemented in both hardware and software, but are strongest when implemented as a hardware/software combination.

   - **Requirements** - Any network used by a customer to connect to DTS’ information resources will be protected by at least one firewall system properly situated to examine traffic between the network and each external network entry point. The customer shall ensure that firewalls include, at a minimum, provisions for packet filtering, application gateway security mechanisms, and circuit-level gateways.

B. **Physical Security** - *This requirement ensures that the hardware that permits network access to DTS is adequately protected to prevent harm to the physical components that enable connectivity between the customer’s network and DTS.*

   - **Definition** - Physical Security involves measures taken to prevent physical access, which may allow loss of or damage to, the system or the information stored on it.

   - **Requirements** - Physical access to network components, servers, and data storage components used in conjunction with access to DTS’ information resources should be limited to the appropriate designated staff that implement and maintain the components. In addition, the customer agrees to supply security patches and upgrades, keep the virus software up to date on all systems which the data may be used, and agrees to notify POST if a security incident involving data occurs.

C. **Access Control** - *This requirement ensures that DTS customers implement policies, procedures and technology mechanisms that limit access to the DTS network and the information resources in DTS’ custody to authorized individuals or entities only.*

   - **Definition** - Access control includes processes and systems to determine which system resources, application functions and information must be restricted to certain customers, business partners, and contractors and then allows access to those customers while preventing access by others.
Requirements - Access to information designated as private or confidential must be limited to those individuals or entities specifically authorized to access that information. Access to system functions and processes under DTS’ custody that can affect the availability, functionality or security of departmental information or information resources should be restricted to those individuals who require that access in order to perform duties essential to the operation and maintenance or use of that system.

Attestation (Check One):

☐ Customer is in full compliance with the aforementioned security requirements
☐ Customer is not in full compliance, however, will contact POST at 916.227.6882 to develop a plan of action for compliance with the security requirements.

Print Presenter’s Name

Print Information Security Officer Name

ISO Signature __________________________ Date ____________

Print Presenter’s Representative’s Name

Representative’s Signature __________________________ Date ____________