

ATTACHMENT B

POST BASIC COURSES

TEST MANAGEMENT

AND

SECURITY

PROTOCOLS

20178

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POST Basic Courses Test Management and Security Protocols

Table of Contents

Guidelines

1.0	Application of Guidelines	5
2.0	Test Use and Security Agreement.....	5
3.0	Test Acquisition and Handling.....	6
3.1	Individual(s) Responsible for Test Material	
3.2	Handling Test Material	
4.0	Test Administration	7
4.1	Individual(s) Responsible for Scheduling and Administering Tests	
4.2	Requirements for Test Administration	
4.3	Required Student Behavior During Test Administration	
4.4	Required Proctor/Evaluator Training	
5.0	Test Scoring	9
5.1	Test Scoring Process	
6.0	Failed Objectives Report/Remedial Training/Retesting	10
6.1	Failed Objectives Report	
6.2	Remedial Training Process	
6.3	Retest Process	
7.0	Cheating	11
8.0	Reasonable Accommodation	12
9.0	Testing System Hardware/Software Use and Maintenance	12
9.1	Completion of POST-delivered Training	
9.2	Memorandum of Understanding	
9.3	Security Compliance Statement	

Attachments

Exhibit 1	POST Basic Courses Test Use and Security Agreement	15
Exhibit 2	Comprehensive Test Administration Procedures.....	25
Exhibit 3	Student Contract.....	27
Exhibit 4	Staff/Scenario Manager/Scenario Evaluator/Scenario Role Player Contract.....	29
Exhibit 5	Contract for the Use of POST-Supplied Boot Devices for Testing.....	31
Exhibit 6	Security Compliance Statement.....	33

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TEST ADMINISTRATION AND SECURITY GUIDELINES

GUIDELINE 1.0 APPLICATION OF GUIDELINES

Each presenter of POST-certified basic courses, that include the use of POST-mandated and developed tests, shall implement a formal Test Administration and Security Policy (Policy). The Policy shall address these guidelines.

COMMENT: It is POST's intention to promote presenter, staff and student integrity in the handling of secure test 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 will be well informed regarding test security and test administration procedures and requirements.

POST-developed test material subject to these guidelines includes the POST-constructed Comprehensive Tests, Scenario Tests, Exercise Tests, and the Work Sample Test Battery.

Protected POST-developed test material includes the POST-constructed Comprehensive Tests, individual test questions that comprise active or inactive tests, Scenario Test scripts, the scenario test grading forms, scenario scoring matrix, any reports generated by a student based on a scenario test and login information used to access POST-developed test material.

GUIDELINE 2.0 TEST USE AND SECURITY AGREEMENT

The presenter's Policy shall address all pertinent issues described in the POST-Basic Courses Test Use and Security Agreement, Exhibit 1, including the designation of key contact personnel 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-developed test material and assures that all students are fairly tested. The designation of key contact personnel helps assure that individuals who receive confidential test material from POST fully understand the test security requirements. The Security Agreement is shown here as Exhibit 1. The presenter's Policy shall 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 Policy shall specify how the presenter acquires and handles test material, including the following:

COMMENT: Presenters shall develop strict procedures involving printed and/or electronic test material received from POST. Such procedures shall include the initial acquisition, reproduction, storage and final disposition of POST-developed ~~scenario~~-test materials.

3.1 Individual(s) Responsible for Test Material

COMMENT: Documenting who, by title, has responsibility for acquisition, custody and use of these materials improves communication and accountability.

3.2 Handling Test Material

COMMENT: The following subsections apply to any version of POST-developed scenario test scripts, all associated grading forms, and student generated reports based on the scenario tests. In addition to these materials, subsection 3.2.3 applies to POST-provided boot devices used for online testing purposes.

3.2.1 Conditions for Reproducing Test Material

COMMENT: Prescribing how test material is to be reproduced leaves little to chance and improves test security.

The presenter's Policy shall include:

- Who, by title, completes the reproduction of test material
- Where test material is reproduced (e.g., college print shop, offsite printing facility, etc.)

3.2.2 Security Procedures During Printing of Scenario Material

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 scenario materials. To avoid these risks, presenters shall take steps to prevent loss by educating reproduction staff, using security agreements with assigned staff, or entering into a formal, security-conscious agreement with any third party printing company. These steps shall be described in the presenter's Policy.

3.2.3 Test Material Inventory and Storage

COMMENT: All existing copies of POST-developed scenario test materials shall be accounted for at all times. All copies of each test script and grading form shall be numbered and inventoried. When not in use, all test materials shall be maintained under lock and key. The methods and procedures employed by the presenter for inventory and storage shall be described in their Policy, including who, by title, has access to the secure test material.

3.2.4 Security During Test Destruction

COMMENT: POST-developed test material is dated. All existing copies of secure scenario scripts, grading forms, the scenario matrix, and any reports generated by a student for scenario tests located at the presenter's facility shall be destroyed within 10 days of the conclusion of the class for which they were used. (The one exception is a scenario test failure may require retention of the secure report beyond the 10 day requirement in order to support or respond to pending appeal or litigation. POST shall be notified of such cases prior to the 10 day window.)

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

The presenter's Policy shall indicate who, by title, is responsible for ordering and/or completing destruction of test material and describe the procedures in place to assure that no test material is compromised during the destruction process.

GUIDELINE 4.0 TEST ADMINISTRATION

The presenter's Policy shall describe how tests are administered and specify the following:

4.1 Individual(s) Responsible for Scheduling and Administering Tests

COMMENT: Documenting who, by title, has these responsibilities improves communication and accountability.

4.2 Requirements for Test Administration

COMMENT: Presenters shall document test administration procedures for all POST-required tests. POST has developed instructions for proper administration of POST-developed computer-based tests and for monitoring student behavior during the test session. Presenters shall adopt the Comprehensive Test Administration Procedures, Exhibit 2, or create similar procedures. Presenters who utilize the POST-supplied boot devices for testing shall adopt the Contract for the Use of POST-supplied Boot Devices for Testing, Exhibit 5. Instructions for administering POST-developed scenarios and the Work Sample Test Battery are included in the *Basic Course Scenario Manual* and the *Work Sample Test Battery Proctor Manual 2012*, respectively.

Except in connection with an actual test administration or review of scenario test material, student access to any test material, including boot devices, is prohibited.

All body-worn cameras that are capable of recording shall be removed prior to any comprehensive or scenario test session.

POST authorizes the recording of scenario test sessions under the following conditions:

- At the conclusion of the scenario test session the recording becomes secure test material.
- Recordings containing scenario test sessions shall be inventoried, stored and destroyed in accordance with POST requirements, as specified in 3.2.3 and 3.2.4.
- Presenters shall include in their policy a description of the method used for recording the scenario test session and the process followed to meet each POST requirement.
- Presenters shall include in their policy who, by title, will be involved in the recording or viewing of a test session.
- Any person involved in recording or viewing a recorded scenario test session must read the POST Basic Courses Test Use and Security Agreement, Exhibit 1, and sign the Attachment A. All follow-up reviewers, regardless of rank or position, must comply with this requirement.

4.3 Required Student Behavior

COMMENT: Presenters shall inform staff, proctors, and students what constitutes prohibited student behavior (e.g., prohibited behaviors could include but are not limited to: talking, looking at another student's test material,

computer screen or, referring to notes during a test session; posting/discussing test content with an online study group; capturing, copying, removing, and/or sharing comprehensive test content from the test session) and the penalty for exhibiting such behaviors. The presenter's test administration procedures shall include provisions to report cheating by others, including staff.

POST has prepared a student contract that lists prohibited behaviors. Presenters shall adopt the Student Contract, Exhibit 3, or adopt a presenter-developed contract approved by POST.

4.4 Required Proctor/Evaluator Training

COMMENT: Proctor training is required for those individuals who proctor POST-developed comprehensive tests. Proctors shall complete the POST-provided online training course prior to administering a POST-developed comprehensive test. Instructors who teach ~~any~~ learning domain ~~covered~~ in evaluated by one of the a comprehensive tests are restricted from proctoring ~~the~~ that particular POST-developed comprehensive test(s).

In addition to the comprehensive test proctor course, PC832 courses also require proctor training to administer exercise tests.

To request training for proctors, Academy Directors or Program Coordinators should contact the POST Test Security Coordinator.

Proctors shall follow the test administration procedures and be good ethical role models.

Evaluator training is required for those individuals who evaluate POST-developed scenario tests. Those who have successfully completed the POST Scenario Evaluator Course shall follow the test administration procedures and be good ethical role models.

Documentation of proctor/evaluator training shall be retained on file by the presenter and made available for verification and review by POST.

GUIDELINE 5.0 TEST SCORING

The presenter's Policy shall describe how tests are scored. The presenter's Policy shall address the following:

5.1 Test Scoring Process

COMMENT: The presenter's Policy shall describe how the comprehensive, scenario, and exercise tests are scored, who, by title, shall score the tests, and when

the results are provided to students. (see Exhibit 1) Standardized scoring is a critical component of any testing procedure. For scenario and exercise tests, presenters shall 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 test scores are accurately recorded on the scoring format provided.

GUIDELINE 6.0 FAILED OBJECTIVES REPORT/REMEDIAL TRAINING/RETESTING

The presenter's Policy shall describe how failed learning objectives are provided to each student, as well as the remedial training and retest processes. The following must be specified:

6.1 Failed Learning Objectives Report

COMMENT: Following the administration of a comprehensive test, the presenter shall provide each student with a report that outlines the learning objectives failed by that student. Providing this report when a student fails the test does not replace the remedial training requirement.

6.2 Remedial Training Process

COMMENT: After a student fails any POST-developed test, the presenter shall provide remedial training and a reasonable amount of time, as determined by the presenter, for a student to prepare for a retest.

The remedial training policy shall clearly describe the presenter's remedial training process including the following:

- * The information to be provided to students who fail a test, and
- * The amount of time allotted for remedial training and preparation.

During remedial training the presenter may use the Failed Objectives Report to assist training.

6.3 Retest Process

COMMENT: After completion of remedial training, each student who fails a required initial test shall be provided **one** opportunity to retest.

1. Comprehensive, Scenario, and Report Writing Tests

- a. Students shall be retested using an alternate form of the test.
- b. If the student fails the retest, the student fails the course.

2. Exercise Tests and WSTB

- a. Students shall be retested on the failed test.
- b. If the student fails the retest, the student fails the course.

The presenter's Policy regarding the retest process shall include the following:

- Who, by title, is responsible for scheduling and administering retests
- Time allotted to take a retest
- How 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.)
- Students shall be notified as soon as reasonable of their success or failure
- A failure of a retest is a failure of the course

The presenter shall administer the retest according to the test administration process as outlined in Guideline 4.0 Test Administration.

All test administration processes shall be managed to guarantee test security and include the required student behavior and proctor/evaluator training.

GUIDELINE 7.0 CHEATING

The POST Administrative Manual (PAM) Section B- Regulations, 1001, defines cheating as:

Any act or attempt to gain or provide unethical advantage to anyone involved in a POST-certified course. Cheating includes, but is not limited to, the following acts or attempts to:

- (1) Use, obtain, or provide any material that gives unethical advantage to any person preparing for, or taking, any test.
- (2) Plagiarize.
- (3) Aid, abet, conceal, or fail to report an act of cheating.

The presenter's Policy shall describe what constitutes cheating and the consequences. Presenters shall adopt a policy that demands ethical behavior by both staff and students and prohibits cheating by anyone. Presenters shall inform both

staff and students what constitutes acceptable and prohibited test preparation activities. The presenter's Policy shall specifically address the following:

- The presenter shall explicitly prohibit the sharing of test content by any person.
- The presenter's Policy shall make it clear that sharing any test content is strictly prohibited and violators shall be disciplined.
- Test material shall not be used for the purpose of preparing for, or delivering, instruction.
- Presenters shall develop procedures to monitor performance by instructional staff to ensure compliance with the presenter's Policy.
- Presenters shall adopt the Student Contract, Exhibit 3, and the Staff/Scenario Manager/Scenario Evaluator/Scenario Role Player Contract, Exhibit 4, or adopt presenter-developed contracts approved by POST.

GUIDELINE 8.0 REASONABLE ACCOMMODATION

The presenter's Policy shall address how test security is maintained while providing reasonable accommodation 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.

The presenter's Policy shall be designed to ensure that an accommodation does not violate test security requirements as specified in the POST Basic Courses Test Use and Security Agreement, Exhibit 1.

For questions on implementation of a recommended accommodation or to clarify if a recommended accommodation could violate the security agreement, contact the POST Basic Course Coordinator.

GUIDELINE 9.0 TESTING SYSTEM HARDWARE/SOFTWARE USE AND MAINTENANCE

POST provides each presenter with access to an Internet-based testing system. This system requires both software and hardware components. The presenter's Policy shall provide for the use and maintenance of this system and shall address the following:

9.1 Completion of POST-delivered Training

Only persons who have completed POST-delivered training may operate the testing system software.

COMMENT: Only POST staff members are authorized to train system users and grant system access. System users shall not share passwords or train any other person at any time.

System users shall not be those who teach subjects tested with materials obtained through the testing system.

9.2 Memorandum of Understanding

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

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

9.3 Security Compliance Statement

All presenters who access the testing system via a local network shall have a signed Security Compliance Statement, Exhibit 6, on file with POST. The Presenter's Representative and the Information Security Officer shall sign the compliance statement.

COMMENT: The testing software and database resides on a server at POST. To maintain the security of the data, all agencies that connect their networks or network devices to POST networks or resources shall comply with the basic security procedures required by POST. The Security Compliance Statement, Exhibit 6, explains these requirements. For testing system 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 shall be on file at POST headquarters.

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Exhibit 1

POST BASIC COURSES 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 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 Material

A. Types of Material

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

1. POST-constructed Comprehensive Tests: POST-developed tests that measure acquisition of knowledge on multiple learning objectives.
2. POST-constructed Scenario Tests: POST-developed job simulation tests that measure acquisition of complex psychomotor and decision making skills required to satisfy one or more learning objectives.

In addition to these tests, the protected material includes the individual test questions that comprise active or inactive tests, scenario test scripts, scenario test grading forms, scenario scoring matrix, any reports generated by a student based on a scenario test and login information used to access POST-developed test material.

B. Confidentiality of Test Material

The use and availability of all POST-developed test material is 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 tests.

IV Terms and Conditions

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

As the administrator of the POST-developed test material, 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 shall be taken to ensure that staff members/proctors, scenario managers, evaluators, role players, and students who may be given access to the POST-developed test material shall be informed of this agreement and shall be required to comply with it.
- B. The Examining Agency shall administer the POST-developed test material according to the following conditions:
 - 1. During the administration of the following tests, the proctor/evaluator shall be present at all times.
 - a. Comprehensive Tests
 - 1) The proctor shall remain in the room.
 - 2) Only individuals who have received POST-provided proctor training may administer the tests. Instructors who teach ~~any~~ learning domain ~~covered in~~ evaluated by one of the a-comprehensive tests are restricted from proctoring ~~the~~ that particular POST-developed comprehensive test(s).
 - b. Scenario Testing
 - 1) Students shall be supervised by a staff member at all times in the designated staging area(s) to dissuade conversation regarding the contents of the scenario tests.
 - 2) The evaluator shall remain at the scene at all times during a test.
 - 3) Only individuals who have successfully completed the POST Scenario Evaluator Course may evaluate scenario testing.

C. Examining Agency's Designee

1. The Examining Agency shall designate one or more persons to receive all POST-developed test material from POST and to ensure that the terms of this agreement are carried out.
2. Each designee shall read this agreement and sign the Acknowledgment of the Requirement to Adhere to the Terms and Conditions of the POST Basic Courses 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 shall keep a signed copy of the Acknowledgement of the Requirement to Adhere to the Terms and Conditions of the POST Basic Courses 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-developed test material, the Examining Agency shall notify POST via email of:
 - a. Each designee(s) name, title, email address and telephone number. (e.g., scenario managers, testing system users, test proctors, etc.)
 - b. POST test for which each designee has primary responsibility.
5. The Examining Agency shall 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 shall promptly appoint a successor and notify POST in writing or via email of the successor's name, title, applicable addresses and telephone numbers.

D. Methods Used to Make POST-Developed Test Material available to the Examining Agency.

1. POST's standard method of making POST-constructed Comprehensive test material available is to allow the Examining Agency to schedule a test session via the Internet using the POST Testing System. Examining Agencies authorized to use the testing system agree to restrict access to only the number of system

users authorized by POST.

2. POST's standard method of making scenario tests available to the Examining Agency is to allow the agency's scenario manager(s) to download the test material via the Internet using the secured portion of the Basic Course Informational (BCI) website. Scenario managers can access and download the test material from the BCI website using a POST-developed login ID and password after having completed the required Scenario Manager's Training Course. Scenario test scripts, grading forms, scoring matrix, and any report generated based on a scenario test are controlled documents and shall only be used for the scenario testing process.

Any report generated based on a scenario test shall **not** be generated outside of the scenario test session.

3. The Examining Agency shall follow all applicable POST-specified procedures regarding downloading, printing, handling, storage and destruction of POST-developed test material.

E. Staff Members/Proctors, Scenario Managers, Evaluators, and Role Players,

1. The Examining Agency shall limit the accessibility of POST-developed test material to the Examining Agency's staff members/proctors, scenario managers, evaluators, and role players who have legitimate need for such access.
2. Before providing staff members/proctors, scenario managers, evaluators, or role players access to POST-developed test material, the Examining Agency shall require the staff members/proctors, scenario managers, evaluators, or role players to read this agreement and sign the Acknowledgement of the Requirement to Adhere to the Terms and Conditions of the POST Basic Courses Test Use and Security Agreement, Attachment A. By signing Attachment A, the staff member/proctor, scenario manager, evaluator, or role player 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 shall keep a signed copy of the Acknowledgement of the Requirement to adhere to the Terms and Conditions of the POST Basic Courses Test Use and Security Agreement, Attachment A, **on file** for each staff member/proctor, scenario manager, evaluator, or role player and shall make these signed copies of Attachment A available for inspection by POST.
4. The Examining Agency shall confirm that all proctors have received the POST-

required online proctor training.

F. Security of Test Material

1. All test material developed by POST shall remain the property of POST and shall be used solely for the official purpose of the Examining Agency in testing students for successful completion of a POST Basic Course. Use of any POST-developed test questions and/or test material for any other purpose is expressly prohibited.
 - a. When it is determined that a student has not met the POST requirements necessary to successfully complete a POST basic course, that student shall no longer have access to any POST-developed test material and shall therefore be removed from the POST basic course.
2. Only persons who receive POST-delivered training in the operation of the testing system are authorized to administer POST-delivered computer-based tests.
 - a. Only POST staff members are authorized to train system users and grant system access.
 - b. System users shall not share passwords or train any other person at any time.
3. Administration and storage of POST-delivered computer-based tests.
 - a. Under no circumstances shall students be provided access to any computer-based test except:
 - 1) In connection with an actual test administration. When not in use, computer equipment or boot devices used for testing shall be stored in a secure, locked location.
4. Reproduction, storage, administration, scoring and destruction of POST-developed test materials.
 - a. The Examining Agency shall ensure that the confidentiality of POST-developed test material is maintained when reproduced, stored, administered, scored and destroyed.
 - 1) Under no circumstances shall the examining agency permit any POST-developed test material to be mailed, faxed, or sent electronically, unless specifically directed by POST staff.
 - b. Test material shall be administered in a manner that ensures security. Test material shall be destroyed or stored in a designated location after a test is administered.

- c. Under no circumstances shall the examining agency allow any comprehensive test content to be recorded by any method.
 - d. Under no circumstances shall the examining agency allow any scenario test session to be recorded by body-worn camera.
 - e. POST-developed test material is dated. All existing copies of the secure scenario scripts, scenario grading forms, scenario scoring matrix, and any reports generated by a student based on scenario tests located at the Examining Agency's facility shall be destroyed within 10 days of the conclusion of the class for which they were used. (The one exception is a scenario test failure may require retention of the secure report beyond the 10 day requirement in order to support or respond to pending appeal or litigation. POST shall be notified of such cases prior to the 10 day window.)
 - f. When POST-developed scenario test material is reviewed with students following the administration of ~~after~~ the test has been graded/scored, the review shall be conducted by authorized staff members. Under no circumstances shall a student remove, electronically or in writing, POST-developed scenario test material from the review session. At the end of the review, an authorized staff member shall securely store all test material. Under no circumstances shall a student be permitted to:
 - 1) Create a written or electronic record of test content involved in a test session.
 - ~~2) Challenge a test question.~~
 - 3) Access POST-developed test material except in connection with a test administration.
 - g. No one shall copy or reproduce any POST-developed test material electronically, or otherwise, except for the purpose of testing students enrolled in the Examining Agency's POST-certified basic training courses.
5. All POST-developed test material shall be handled and stored in a manner designed to prevent unauthorized persons from accessing them, as follows:
- a. Store printed copies of POST-developed test material in a secure, locked location.
 - b. Store computer equipment or boot devices used for testing in a secure, locked location.
 - c. Store any media containing POST-developed test material in a secure, locked location.

- d. Access to the secure, locked location shall be limited to as few staff members as possible.
6. The Examining Agency shall maintain the confidentiality of POST-developed test material when such material is destroyed.
7. No POST-developed test material shall be loaned, given, sold, or otherwise made available to any agency or person who is not specifically authorized by POST to access the test material, nor shall they permit others to do so.
- 1) Representatives of body-worn camera manufacturers and/or distributors and their employees with administrative rights/access to any stored content shall not have access to confidential POST-developed test material.
8. If any POST-developed test material should become part of a legal proceeding 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 shall notify the legal authority of the existence and terms of this agreement, and shall inform POST immediately of the legal proceeding. In no instance shall the Examining Agency provide the legal authority with access to any POST-developed test material.
9. In the event that any POST-developed test material is lost, stolen or otherwise compromised, the Examining Agency shall notify POST's Test Security Coordinator within 24 hours of discovery. The Examining Agency shall make reasonable efforts to recover such POST-developed test material in order to prevent their distribution to unauthorized parties and to otherwise mitigate the damage caused by their loss.

G. Responsibility and Use of POST-developed Test Material

1. The Examining Agency shall use the POST-developed test material as provided and shall not modify it in any way.
2. In preparing students to take a test composed of POST-developed test material, the Examining Agency shall not provide any student or students with an unfair advantage. In particular, the Examining Agency shall not:
 - a. Reveal the contents of, or answers to, specific test questions.
 - b. Provide the contents of the scenario test scripts, scenario grading forms, and scenario scoring matrix.
3. In the event of legal challenges to tests administered by the Examining Agency, when such tests are composed of any POST-developed test material, 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 Material

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

1. Statistical studies of test item characteristics.
2. Comments regarding the quality of test questions.
3. All student response data from tests provided to the Examining Agency by the Testing System.

V Exceptions

Any exception to this agreement shall 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

If an Examining Agency is unable to fulfill this agreement, the Examining Agency shall promptly notify POST in writing or via email. The Examining Agency shall promptly return all test material to POST in a manner that shall not compromise the confidentiality of the test material or, where applicable, shall provide a written statement that all 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 terminated, the Examining Agency agrees to promptly return all POST-developed test material or, where applicable, provide a written statement that all 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 notifying POST in writing or via email and promptly returning all POST-developed test material or, where applicable, providing a written statement that all 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-developed test material for testing basic course students. Because termination of this agreement will result in the loss of access to POST-developed 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. Accepting Responsibility

The Examining Agency accepts responsibility for carrying out the terms of this agreement and further agrees that all necessary administrative steps shall be taken to ensure that all staff members, scenario managers, evaluators, or role players who may come into contact with any POST-developed test material, read this agreement and sign the Acknowledgment of the Requirement to Adhere to the Terms and Conditions of the POST Basic Courses 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. I understand that a violation of this agreement could result in an immediate suspension or decertification of the POST basic course(s) for a period to be determined by POST.

EXAMINING AGENCY

Print Name

Title

Course Presenter's Name

Street Address

City/State/Zip

Email Address

Telephone

Signature

Date

COMMISSION ON POST

Test Security Coordinator

Print Name

Title

860 Stillwater Road, Ste. 100 West Sacramento, CA 95605

Street Address

City/State/Zip

Telephone

Signature

Date

| Revised 20178

Attachment A
ACKNOWLEDGMENT OF THE REQUIREMENT
TO ADHERE TO THE TERMS AND CONDITIONS OF THE
POST BASIC COURSES TEST USE AND SECURITY AGREEMENT

I have received a copy of the Test Use and Security Agreement between the California Commission on Peace Officer 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.

Print Name	Title
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Course Presenter's Name	Date
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Street Address	
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City/State/Zip	Telephone
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Email Address	
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Signature	Date
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(To be retained on file at the Examining Agency)

Revised 20178

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Exhibit 2

COMPREHENSIVE TEST ADMINISTRATION PROCEDURES

A. One Week before Scheduled Test

At least one week before the scheduled test administration, the presenter shall:

1. Verify all test material is available [e.g., test session has been scheduled, computers are in working order, etc.]
2. Confirm the classroom or facility has been reserved
3. Ensure the test site is acceptable [temperature, lighting, cleanliness, etc.]
4. Confirm all proctors have received POST-delivered training on the testing system and POST-provided online proctor training

B. Scheduled Test Day

On the day of the test, the test proctor shall:

1. Distribute computers or boot devices according to local procedure
2. Review the student contract with the class and discuss admonishment for cheating
3. Have students log in
4. Read testing instructions and answer student questions, if any
5. Begin test session [Announce and record exact start time]

C. Scheduled Test Period

During the test, the test proctor shall:

1. REMAIN IN THE ROOM DURING THE TEST SESSION
2. Ensure desks are cleared of all unauthorized materials
3. Not answer questions or provide definitions that would give the answer or hints of an answer to a test question
4. Allow no more than one student to leave the test room at one time
5. Require each student to remain in the room, unless the student has closed their computer. Once the first student completes the test and leaves the room, no other students are permitted to leave without staff supervision prior to completing the test.
6. Walk the room to ensure compliance with the student contract.
7. Document any observance of student cheating
8. Notify the class when 5 (five) minutes remain of the testing time allowed
9. Call time and have students submit their test

D. Completion of Test

Upon completion of the test time, the test proctor shall:

1. Close and score the test session
2. Return computers or boot devices to designated location [e.g., locked storage facility] according to local procedure
3. Report any observance of student cheating to the appropriate supervisory staff

Exhibit 3

STUDENT CONTRACT

This Student Contract (contract) pertains to training and testing materials associated with the basic courses. Tests include Comprehensive, and Scenario tests. All Peace Officer Standards & Training (POST) constructed workbooks are protected by civil copyright and criminal laws. All POST-constructed test material is the property of POST and is protected by the POST Test Use and Security Agreement. To maintain the integrity of all test material and ensure it is not used to gain or give unfair advantage to any student, test material shall not be copied, transferred, or stored in any way.

In keeping with the Law Enforcement Code of Ethics, I shall adhere to the following:

- I shall clear my desk of all material unless otherwise instructed by the test proctor
- I shall not have any unauthorized electronic devices or study material
- I shall not communicate during a test unless specifically permitted to do so
- I shall not record, electronically or otherwise, any test content
- I shall not look at another student's computer screen or allow another to look at mine
- I shall return the computer or boot device used for testing to the proctor upon completion of my test
- I shall not retrieve or change anything after I submit my test material, nor return to the testing venue until the entire test session is completed
- I shall not share any test question/content (i.e., comprehensive, and scenario) with another student who has not completed that test. When permitted I shall ONLY discuss test questions/content with the evaluator or presenter staff after completion of the test has been graded/scored
- I shall not discuss scenario tests with the role players at any time
- I shall not use, obtain or provide any material that gives an unethical advantage to any person preparing for, or taking, any test in this or any other basic course program
- I shall not aid, abet, conceal or fail to report an act of cheating
- I shall not publish, cause to be published or aid in publishing any POST-constructed test material to any web-based or social network.
- I shall not take and/or publish, cause to be published or aid in publishing photographs or video related to any POST-constructed test material.
- I shall not create and/or participate in web-based or social network study groups to discuss POST-constructed test material.
- I shall not sell, or give away, any POST-constructed test material.

If I become aware of any violation(s) of the above contract, I will immediately report the discovery to the appropriate staff member.

My signature confirms that I understand, and will abide by, this contract. Failure to comply with this contract, or engaging in behavior that compromises any test material, is considered cheating. Cheating is grounds for disciplinary action and may result in DISMISSAL/TERMINATION from the Basic Course¹ and/or civil prosecution that could prevent me from becoming a Peace Officer in California.

I have read and understand this contract.

Print Name

Signature

Date

- ¹ Commission on Peace Officer Standards and Training regulations 1001 and 1055 (f), respectively, define cheating and address subsequent disciplinary action.

Exhibit 4

STAFF/SCENARIO MANAGER/SCENARIO EVALUATOR/SCENARIO ROLE PLAYER CONTRACT

Use of POST-Constructed Training and Testing Material

All Peace Officer Standards & Training (POST) constructed workbooks are protected by civil copyright and criminal laws. All POST-constructed test material is the property of POST and is protected by the POST Test Use and Security Agreement. To maintain the integrity of all test material and ensure it is not used to gain, or give, unfair advantage to any student, test material shall not be copied, transferred or stored in any way.

I shall NOT publish, cause to be published or aid in publishing any ~~POST-constructed test material to any web-based or social network~~ photos or recordings of confidential POST-constructed test material.

I shall NOT take photographs and/or publish make recordings, ~~cause to be published or aid in publishing photographs or recordings~~ related to any POST-constructed test material unless authorized by POST.

I shall NOT create and/or participate in web-based or social network study groups to discuss POST- constructed test material.

I shall NOT sell, for profit, any copyrighted POST-constructed training material, including workbooks.

I shall NOT sell, or give away, any POST-constructed test material.

I shall NOT discuss with students, any content of any POST-constructed test material unless it is in accordance with Commission procedure D-1-3 and the POST Basic Courses Test Management and Security Protocols.

If I become aware of any violation(s) of the above Contract or a compromise of test material, I will immediately report the discovery to the appropriate staff member.

In the event POST-developed test material is compromised POST shall be notified within 24 hours of discovery.

My signature confirms that I understand, and will abide by, this contract. Failure to comply with this contract, or engaging in behavior that compromises any test material, is considered cheating and may result in disciplinary action¹ including termination of employment.

Sign Name _____

Print Name _____ Date _____

- ¹ Commission on Peace Officer Standards and Training regulation 1001 and 1055 (f) define cheating and address subsequent disciplinary action.

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Exhibit 5
CONTRACT FOR THE USE OF POST-SUPPLIED BOOT DEVICES FOR TESTING

POST-supplied boot devices are the property of the Commission on Peace Officer Standards and Training (POST).

When not in use, boot devices used for testing shall be stored in a secure, locked location. On the scheduled test day, the test proctor is responsible for securing serialized boot devices. POST requires the presenter develop a process for the tracking, distribution and recovery of boot devices for each test administration.

Access to the boot devices shall be given to the students only during the scheduled test session. At the conclusion of the test session, the boot devices must be returned to the test proctor to be secured.

The test proctor shall remain in the room at all times during the test session. Only those boot devices obtained directly from POST are authorized to be used for testing.

In the event that a boot device(s) is lost, stolen or otherwise compromised, the Examining Agency shall notify POST's Test Security Coordinator within 24 hours of discovery. The Examining Agency shall make reasonable efforts to recover the compromised boot device(s) in order to prevent their distribution to unauthorized parties and mitigate the damage caused by their loss.

Signature of Authorizing Official

On behalf of the agency I represent, I accept the terms and conditions of this agreement and agree to comply with them. I understand that a violation of this agreement could result in an immediate suspension or decertification of the POST basic course(s) for a period to be determined by POST

Presenter _____

Sign Name _____

Print Name _____ Date _____

(Once signed please scan and email a copy to the Test Security Coordinator)

Staff/Test Proctor (To be retained on file by presenter)

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.

Sign Name _____

Print Name _____ Date _____

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Exhibit 6

SECURITY COMPLIANCE STATEMENT

Entities requesting to connect to the POST Testing Systems shall comply with the following basic information security requirements.

A. *Firewalls* - *This requirement provides a reliable mechanism to help protect POST and its customers' information 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 POST Testing Systems shall 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 POST Testing Systems is adequately protected to prevent harm to the physical components that enable connectivity between the customer's network and POST Testing Systems.*

- **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 POST Testing Systems shall 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. Customers not utilizing the POST-provided boot devices agree to supply both security patches and upgrades and keep the virus software up to date on all systems which the data may be used.

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's Name _____

ISO Signature

Date

Print Presenter Representative's Name _____

Representative's Signature

Date