



Rules of Test Participation

1. Compliance: I understand that if I fail to comply with the rules and requirements specified or referenced in the current Registration Bulletin, including these Rules of Test Participation, and communicated to me, orally and/or in writing, at the test administration, or if I take any prohibited actions, my test results may be voided, no refund will be issued, no portion of the testing fee can be applied toward the cost of any future testing fees, I may not be permitted to register for current or future test administrations, my registration may be canceled, I may not be allowed to test, I may be required to test under controlled conditions, and legal proceedings and actions may be pursued as well as any other remedies that the Texas Education Agency (TEA) and/or ETS may deem appropriate. In addition, I understand that violation of any Rules of Test Participation may be a violation and may constitute sufficient grounds to take action against, revoke, suspend and/or deny a certificate and constitute grounds for legal action.

2. Registration: I have read and agree to the “Fees for Tests and Related Services” section of the current Registration Bulletin. I understand that if any or all fees that are applicable to me are not paid in full for all test dates and/or tests for which I have registered, or if I do not indicate my agreement to abide by all applicable rules, I may not be permitted to register for current or future test administrations, and/or my score report may not be produced and/or my score(s) may be voided.

3. Withdrawal or Absence from Test Administration: I may cancel a test registration and receive a partial refund if I cancel my registration for a continuous test at least two full days before my scheduled testing time (not including the day of the request and the day of the test) and/or by the end of the registration period for limited-administration tests. If I cancel my registration for a continuous test less than two full days before my scheduled testing time and/or after the registration end date for limited-administration tests, or if I am absent from the test administration, I will receive no refund or credit of any kind. See “Fees for Tests and Related Services” for refund policies.

4. Purpose of Testing: I am seeking admission to an educator preparation program and/or seeking certification in the State of Texas. I understand that the tests are administered for the purpose of Texas educator certification and are to be taken only by individuals who are seeking educator certification, who are applying for admission to a state-approved educator preparation program, or who are out-of-state teachers applying for Texas educator certification. I certify that I am taking the test(s) for which I have registered for a purpose stated above.

5. Identification: I understand that I will not be admitted to the testing room if I do not have the proper identification. Identification document requirements are defined under “Identification (ID) Requirements.” I understand that I will be required to provide a signature at the test site and that copies of my identification documents may be made, a digital photograph may be taken, and fingerprinting, a video recording or other security measure may be employed at the administration, which may be used for identity verification. Additional screenings may be required by test center administrators. If I am refused admission to the test, for any reason, I will be considered absent from the test and will receive no refund or credit of any kind.

6. Late Arrival: I understand that if I arrive after my scheduled reporting time, I may be refused admission, in which case I will be considered absent, and I will receive no refund or credit of any kind.

7. Test Administration: I authorize the test administrators to serve as my agents in maintaining a secure test administration. I agree to follow all reasonable instructions given to me either orally or in writing at or during the test administration, including but not limited to instructions to relocate me during the test. I agree not to communicate with other test takers or any unauthorized persons in any way during the test administration nor to engage in any other form of misconduct. I agree not to engage in behavior that would disrupt or unfairly affect the performance of myself or other test takers. I agree to provide a signature, to provide identification as specified above, and to cooperate with testing personnel. If I fail to comply with these provisions, I may be dismissed from the test, my score may be voided without refund or credit of any kind, and other actions, as described in Rule 1, may be taken as deemed appropriate by the TEA and ETS.

8. Test Security

a. Test Property: I understand that all test materials and any portion thereof or information relating thereto (referred to below as the "Test Materials") are the sole property of the TEA and ETS. I understand that my responses, without the identification of my name, may be used for research, development, and implementation of testing programs, rater training, or study materials, or other purposes associated with the program. I understand and acknowledge that the Test Materials were developed at great cost and are required to be kept confidential and secure from disclosure in order to fairly and effectively perform the test functions for which they were designed. I have not received or reviewed any Test Materials prior to taking the test and no Test Materials will be available for me to review after the test. I am not permitted to take (and I will not take) any Test Materials or handwritten or printed notes (referred to below as "Notes") reflecting or recording anything about Test Materials from the testing room or to disassemble, copy, or reproduce the Test Materials in whole or in part by hand or with the use of any electronic, or other type of, device of any nature.

b. Test Materials: I understand that I will not be permitted to bring, access, or use prohibited devices or unauthorized aids during the test. These include, but are not limited to, notes, any type of phone, electronic communication devices, visual, audio recording, scanning, photographic, or listening devices, or any device with an on/off option, scratch paper, calculators (except when approved as a testing accommodation), all watches, calculator manuals, or any other unauthorized aid (collectively referred to below as "Unauthorized Aids"). Throughout the test administration, I will have nothing at my workstation but my identification documents and the pencil and scratch paper provided by the test administrator. I may use the scratch paper provided for any intermediate work I need to do to answer specific questions. However, only answers and writing samples that I record on the computer will be scored. I understand and agree that if test administrators have a reasonable suspicion that I have or may have in my possession any Test Materials, Notes, Prohibited Devices, and/or Unauthorized Aids, I will immediately turn over any such Test Materials, Notes, Prohibited Devices and/or Unauthorized Aids in my possession to the test administrators at any time upon their request. If I should fail or refuse to do so, or if the test administrators believe in good faith that I have not turned over all such Test Materials, Notes, Prohibited Devices, and/or Unauthorized Aids in my possession, the test administrators may search my personal possessions for such Test Materials, Notes, Prohibited Devices, and/or Unauthorized Aids and may remove them. Any such Test Materials, Notes, Prohibited Devices, and/or Unauthorized Aids that I may have may be retained for as long as may be required for the purpose of pursuing the remedies specified in Rule 1 above. Test administrators, ETS, and the TEA are not responsible for Unauthorized Aids or other prohibited materials confiscated by test administrators or otherwise turned over by me. In the event of a possible breach of test security, I agree to cooperate with the testing personnel and I hereby consent to any such reasonable search of my possessions that may occur as a result of such a search before my dismissal from the test site.

Moreover, I hereby waive any claim that I might otherwise have based upon any such search or contact. I also understand that a breach of security might result in my name being reported to the TEA and to ETS; my score may be voided without refund or credit of any kind; and other actions, as described in Rule 1, may be taken as deemed appropriate by the TEA and ETS.

9. Plagiarism: ETS reserves the right to cancel the scores of test takers when, in its judgment, there is evidence that a writing or speaking response includes, for example, text that is substantially similar to speech found in other TExES responses, or quotations or paraphrasing of language or ideas from published or unpublished sources used without attribution. Such responses do not reflect the independent speaking or compositional writing skills that the tests seek to measure.

10. Nondisclosure of Test Materials: Because of the great cost expended to develop the Test Materials, because of the obvious necessity that they be kept confidential and secure from disclosure in order to fairly and effectively perform the test functions for which they were designed, and because any disclosure of part or all of the contents of the Test Materials to anyone might render them unusable for future test administrations, I promise and agree that I will not disclose the Test Materials or any part of them (including the form, subject matter, substance, and wording of any test question or any answer thereto) to anyone. I understand and agree that if I should violate this agreement of nondisclosure, I may be liable in damages for costs (including redevelopment costs) incurred as a result of any breach of this agreement, and I may also be subject to other legal and equitable remedies (including injunctive relief) for any such breach. I understand that violation of any Rules of Test Participation may constitute sufficient grounds to take action against, revoke, suspend, and/or deny a certificate and constitute grounds for legal action.

11. Test Dismissal: I understand and agree that, after admission to the test center, I may not leave the test center for any reason until I have been officially dismissed and all of my Test Materials have been collected by a test administrator. I understand that once I have completed the test, or at the end of the test administration, my Test Materials will be collected, and I will be dismissed. Once dismissed, I must leave the test center and I will not be readmitted.

12. Test Score Reporting and Cancellation: I understand that my test score(s) will be reported to me; to the TEA; to the educator preparation program provider; and to any provider, entity or person authorized or required by law, inclusive of the TEA's compliance with applicable Open Records Requests, to receive this information. Unless I cancel my scores at the end of the test, my scores will be reported. I understand that any information provided as a part of registration may be used to report scores or to contact me regarding test- or program-related issues.

13. Voided Score: I understand that if I fail to comply with the rules and requirements set forth in the current Registration Bulletin, including these Rules of Test Participation, and communicated to me, orally and/or in writing, at the test administration, or if doubts are raised about the validity or legitimacy of my registration or my score(s), ETS will notify the TEA and other parties as deemed appropriate. The TEA and ETS reserve the right to void my test score(s) if, in their sole opinion, there is adequate reason to question its validity or legitimacy due to circumstances within or beyond my control. Other actions, as described in Rule 1, may be taken as deemed appropriate by the TEA and/or ETS.

14. Rights and Obligations Regarding Test Administration: I understand and agree that liability for test administration activities, including but not limited to the adequacy or accuracy of Test Materials and equipment, the adequacy or accuracy of the registration and administration processes or conditions, the adequacy of test site facilities, the adequacy or accuracy of score reports, the adequacy or accuracy of scoring, the adequacy or accuracy of information provided to me in connection with the TExES program and the adequacy of protection of test taker information, will be limited to score correction or test retake at no additional fee. I waive any and all rights to all other claims, specifically including but not limited to claims for negligence arising out of any acts or omissions of the TEA and ETS (including the employees, agents, contractors or professional advisors of the TEA and ETS).

15. Program Changes: I understand that the testing program is subject to change at the sole discretion of the TEA.

16. Rules: I understand that should any of these rules or any other requirement or provision contained in the current bulletin be declared or determined by any court to be illegal or invalid, the remaining rules, requirements and provisions will not be affected and the illegal or invalid rule, requirement or provision shall not be deemed a part of the current bulletin. The headings of each of the Rules of Test Participation are for convenient reference only. They are not a part of the rules themselves; they do not necessarily reflect the entire subject matter of each rule; and they are not intended to be used for the purpose of modifying, interpreting or construing any of these Rules of Test Participation. I agree that any legal action arising in connection with my registration for or participation in a test administration shall be brought in the state and federal courts governing Princeton, New Jersey, and I consent to the personal jurisdiction of such courts.

17. Liability: ETS, including its subcontractors, shall not be liable to test takers, schools, school districts, colleges, universities, state agencies, other score users, or anyone else making claims by or through them for any damages, except as indicated in this Registration Bulletin. These damages which ETS and its subcontractors will not be liable for include, but are not limited to: direct, indirect, special, incidental, consequential, exemplary, or punitive damages, which are caused by, arising from, or otherwise related to the failure of the test center or test administration personnel, test takers, or school personnel. Any failure of such persons to comply with ETS's and its subcontractors' test security and test administration policies and procedures, whether or not ETS has been advised of the possibility of such damages, will not incur liability in any part by ETS.