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PAEA ASSESSMENT

# Exam Policies

Understanding Our Shared Roles and Responsibilities

# Introduction

PAEA is pleased that you have selected our assessment tools serve your PA (physician assistant) program. As with any student assessment program, the integrity of the results is dependent upon the clear and uniform application and enforcement of the exam rules and procedures. The content of our exams is proprietary, confidential, and protected by copyright law. The validity of the resulting inter-institutional comparative data, as well as the security of any personally identifiable information handled in the exam process, depends upon the security of the exams.

PAEA relies on proctors to ensure proper administration of the exams and enforcement of related policies, on the program for proper use and arrangements for the exam, and on each participating institution to support its PA program and proctors in the enforcement of these standards and rules. Thank you for your efforts in this process and for selecting PAEA Assessment products.

## 2023 Updates

This version represents a modernization of the Exam Policies to reflect our new administration platform, the PAEA Assessment Center. Updates are extensive, so not all are listed here.

- All references to ExamDriver are replaced with similar policies for the Assessment Center.
- Updated the Payment section to reflect our updated policy on late payment.
- Updated section on Appropriate Access to reflect new access process through the PAEA Member Community and new user permissions structure.
- Updated the Proctor, Student, and PAEA Responsibilities sections with information on administration options for PACKRAT and the End of Rotation exams, including use of the SecureClient lockdown browser.
- Added a section on accommodations under the Americans with Disabilities Act to reflect what is available in the Assessment Center and the new process for reviewing and fulfilling accommodation requests.
- Agreements and acknowledgements are updated to follow from the PAEA Master License Agreement, and added to an appendix at the end of the document.

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# I. Purpose of the Exams

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## Overall Intent

PAEA Assessment offers a suite of exam products to PA programs for the assessment of their students' medical knowledge. The value of these exams is four-fold.

- **Value to the Profession:** PAEA Assessment exams are written by carefully vetted subject matter experts in PA education. The PA profession can be confident of the level of knowledge that PA students have attained through the medical knowledge portion of their education.
- **Value to PA Programs:** PAEA Assessment provides national average scores for complete examination forms, which is unique among assessment products on the market. PA programs can know where their students stand relative to other students — in their cohort and across the country — on the total exam experience, not just on individual questions.
- **Value to Faculty:** PAEA Assessment exams save valuable time that would otherwise need to be dedicated to developing examination questions, allowing faculty to dedicate more time to teaching.
- **Value to Students:** PAEA Assessment exams provide students with feedback that can help them understand their strengths and weaknesses so that they can better prepare for the next stage of their career.

## Specific Exams

Each PAEA Assessment exam has a unique purpose that fits into the overarching continuum of medical knowledge examinations for PA education.

- **PACKRAT®** (Physician Assistant Clinical Knowledge Rating and Assessment Tool) self-assessment: An objective, comprehensive self-assessment tool for student and curricular evaluation.
- **End of Rotation™** exams: A set of objective, standardized evaluations intended to serve as one measure of the medical knowledge students gain during specific supervised clinical practice experiences.
- **End of Curriculum™** exam: An objective, standardized evaluation of a student's medical knowledge as one component of their readiness for graduation.

The PAEA Student Exam Box™ brings the entire suite of exams together to ensure you're providing consistent data to students in evaluation of their medical knowledge.

## **Use of Exams**

Programs are expected to ensure that scores are used properly, in conjunction with each exam's purpose.

- PACKRAT is a self-assessment tool, and thus scores should not be used to provide students with a grade. Rather, scores should be used to assess student progress and areas for improvement. PACKRAT scores also may be used to assess how well programs are teaching content over time. National averages are given for each version after 300 administrations and updated weekly thereafter.
- End of Rotation exam scores may be used to grade students' clinical knowledge in the specialty area designated and are expected to be used in conjunction with other assessment tools before determining the final grade for a clinical rotation.
- The End of Curriculum exam is a standardized exam for which PAEA sets categorical levels of medical knowledge proficiency. Scores from this exam may be used as one component of the summative evaluation of a student's readiness for graduation.

## II. Administrative Requirements

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PAEA Assessment exams are offered exclusively through the secure, web-based platform, which provides faculty with a single login that is centralized with the rest of PAEA's member benefits, with simple transition between account set-up, ordering and payment, exam administration, and score reporting; and provides simple access for students. Our exam delivery platform includes built-in measures to ensure exam content validity and the integrity of the score, as well as state-of-the-art security for program, payment, and student data. In order to ensure system security, content validity, and satisfaction of the exams' purposes, PAEA Assessment relies on users — programs, proctors, and students — to help maintain the integrity of the system. All participating PA programs share with PAEA the responsibility of enforcing PAEA Assessment policies to help ensure the accuracy and reliability of students' performance results and national comparisons. The shared responsibilities of all users are outlined below in more detail.

User programs are ultimately responsible for the proper use of PAEA Assessment products, and ensuring that their faculty, staff, proctors, and students use the exams and the system properly.

PAEA reserves the right to share the names of programs that license PAEA Assessment products to other PA programs for research purposes.

### Appropriate Access

The Assessment Center utilizes users' login credentials from the PAEA Member Community to access the components of the Assessment Center. After initial assignment by the Program Director or Account Manager, PAEA relies on programs to maintain appropriate permissions for the users they allow to access their Assessment account. The available user roles are:

- **Program Director or Account Manager:** These users have the authority to add users and edit the roles of existing users within the PAEA Member Community.
- **Ordering Agent:** Users with this role can use the PAEA Assessment Shop to order licenses to administer exams.
- **Assessment Hub User:** Users with this role can manage the program's student roster, schedule exams, and view score reports in the PAEA Assessment Hub.
- **Exam Proctor:** Users with this role can proctor exams within the Exam Delivery Platform. This role is NOT for remote proctoring services.

Any or all of the above roles may be given to anyone on the program roster (i.e., faculty or staff) who needs them to perform their work. Non-program staff who complete these tasks but should not be on the roster (i.e., testing center, disability services staff) may be assigned roles through the Assessment User Only process. Account Managers are expected to ensure that their program's user list is current by deactivating departed users. This can be done in the roster management section of the Member Community, and instructions are available here: <https://paeaonline.org/membership/member-community-guide>. Timely removal of departed or reassigned users ensures that inappropriate people do not have access to sensitive student and program data.

- **Students:** Student users can take exams and view their own score history once results have been released to them. They must first be assigned to a Graduation Year and Student Group, designated as qualifying for time-based accommodations, and have a set graduation date. Student account information is archived four months after their posted graduation date, though it can be edited before expiration in the case of delayed graduation.

## Payment

Programs are required to pay PAEA in a timely manner for the exams for which they order licenses. Invoices are generated in the Assessment Shop when the order is placed, and all invoiced amounts are due and payable on receipt of the invoice. Exams may be released to the Program prior to PAEA's receipt of payment, at PAEA's sole discretion, with valid proof of Member's intent to timely pay the invoices issued to member, such as a Purchase Order. For all outstanding invoices, PAEA will send reminder messages to the authorized representative of the Member who placed the order at forty-five (45) days, sixty (60) days, and seventy-five (75) days with access to the invoice. If PAEA does not receive payment in full for the Exams ordered within ninety (90) days of their release by PAEA, PAEA will restrict access to further exam orders until the invoice is paid in full and may, in PAEA's sole discretion, prohibit the release of Exams to Member prior to its receipt of the full payment due for all Exams ordered.

## Exam Licensing Requirements

In order to be eligible to license and use PAEA Assessment exams, PAEA requires that programs be accredited by ARC-PA or its equivalent in other countries and be members in good standing of PAEA at any institutional level (Voting Member, Institutional Colleague, or International Colleague). Then, the program director must complete the account request form and complete the [Program Director Attestation](#), which acknowledges a review and

understanding of this policy document and, if your program intends to use the End of Curriculum exam, [acknowledgement](#) of its administration requirements.

After completion of the Attestation, PAEA will review your member account. Then, an authorized representative of your program (usually the Program Director) must sign the PAEA [Master License Agreement](#) (the “MLA”) on behalf of your program. After signature of the MLA, PAEA will establish access for your program. The MLA must be renewed as provided in its terms.

Any approved PAEA-member program can license PACKRAT, at a rate of \$45 per exam per student; End of Rotation exams, at a rate of \$35 per exam per student; or End of Curriculum exams, at a rate of \$99 per exam per student. The full suite of PAEA exams will be available together in the Student Exam Box for \$420 per student to cover the administration of up to 13 exams in a defined configuration during the student’s time with the program. When ordering exams, the program must attest to the [Exam Ordering Agreement](#), which outlines the payment terms and intended use of the ordered exams.

The PAEA Student Exam Box will include two PACKRAT exams, 10 End of Rotation exams (intended to provide one of each of our seven End of Rotation exams, plus three extra exams for retesting or additional rotations), and one End of Curriculum exam. Any additional exams needed for retesting may be licensed separately.

Each Student Exam Box must be assigned to a specific student and is nontransferable and nonrefundable should the student depart the program. However, programs can maintain the package if the student delays graduation for any reason.

International Institutional Colleague members may license exams at the discretion of PAEA. Programs must have a conversation with PAEA Assessment to assess the suitability of their technological capabilities and discuss the U.S. medical standards and proctoring requirements.

PAEA may provide refunds for exams for which Programs ordered licenses but have not yet administered. Unused exams for which a Programs has ordered licenses shall remain available for Programs to administer for up to three (3) years. Contact PAEA Assessment at [exams@PAEAonline.org](mailto:exams@PAEAonline.org) for more information.



### III. Program Responsibilities

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To request access to license exams, the program director must complete the account request form and complete the [Program Director Attestation](#), which acknowledges a review and understanding of this policy document and, if your program intends to use the End of Curriculum exam, [acknowledgement](#) of its administration requirements. Within two business days, PAEA Assessment will send the program director an email from [Digital@PAEAonline.org](mailto:Digital@PAEAonline.org) with an Adobe Sign link to sign the MLA. If your institution requires that someone else sign the MLA, please follow the instructions to “delegate to someone else” at the bottom of the email. Please do not forward the email because the link is unique to the signer. Once the MLA is signed, within 48 hours, PAEA Assessment will authorize your Program Director and Account Manager to begin setting up Assessment-related roles for the program.

#### **Appropriate Administration of Exams**

Programs must ensure the appropriate administration of exams, including ensuring adequate resources and appropriate privacy. All PAEA Assessment exams are timed at one minute per question, with allowances for time-and-a-half and double-time accommodations. All exams have a periodic section break of 10 minutes for wellness breaks.

To allow for flexibility and inclusion, and backed by psychometric evidence, PAEA allows three options for the administration of PACKRAT and End of Rotation exams:

- **Unproctored** – Students may take a scheduled exam at any time in a date range specified by the program at time of scheduling. These exams are administered in a lockdown browser, Secure Client.
- **Remote Proctored** – Students may be scheduled for their exam with a program-designated remote proctoring service at any time in a date range specified by the program at time of scheduling. These exams are not administered in a lockdown browser as it would interfere with the service’s monitoring. The program must provide the remote proctoring service with a PIN that will be given to the student to initiate their exam.
- **In-Person Proctored** – Students are scheduled to begin their exam at a specific time at an in-person location, with the proctor unlocking the exam when the student is verified to be present. These exams are administered in a lockdown browser, Secure Client.

Programs must ensure that all End of Curriculum exam administrations, and select PACKRAT and End of Rotation exam administrations, are actively proctored. And programs must employ the required lockdown browser for all exam administrations except Remote Proctored ones where professional monitoring is assured. The tool can be downloaded from <https://paea.surpass.com/launchtest/securedelivery>, where system requirements and troubleshooting information can be found.

Regardless of proctoring modality, programs are responsible for ensuring that faculty, staff, proctors, and students understand and abide by the PAEA Assessment Exam Policies relevant to their roles, as outlined in this document and embedded in the system as click-through agreements that are required to use the system. These policies must be supported by institutional or program policies and procedures with regard to academic integrity. PAEA Assessment can support programs in the development of such policies.

### **SPECIFIC REQUIREMENTS FOR END OF CURRICULUM EXAMS**

**Graduation/Completion Date:** The End of Curriculum exam must be delivered within the final four months of the program. Programs will not be able to schedule the exam before this point, so it is important to ensure that the graduation date is accurate in the Assessment Hub. Administration within the four-month summative evaluation period is important to the validity of the data we provide to your and other programs.

**Security:** The exam must be proctored live and in person – only the in-person proctoring option is available at time of scheduling in the Assessment Hub. The exam must employ the use of PAEA’s selected lockdown browser. The tool can be downloaded from <https://paea.surpass.com/launchtest/securedelivery>, where system requirements and troubleshooting information can be found.

**Retesting:** If a student fails based on requirements set at the local program level, and needs to retake the End of Curriculum exam, they may do so only once and no earlier than 60 days after their initial administration.

### **Resource Materials**

Program faculty should provide students with program-developed learning objectives and PAEA-provided resource guides, including exam blueprints, topic lists, and sample exams, in advance of their exams. A best practice is to provide these resources to students at the beginning of the year in which they take their exams, in conjunction with syllabi and course objectives. The program and the institution are responsible for ensuring that the proctors properly administer the tests and enforce the rules.

## IV. Test-Taking Rules and Procedures

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PAEA requires the use of the SecureClient lockdown browser with the Exam Delivery Platform. This will prohibit students from computer-based behaviors that may compromise the integrity of the exam and its results, such as looking at other browser windows or taking screenshots. Despite these safeguards, students are still prohibited from the following actions that constitute inappropriate behavior.

### Viewing Other Content

- **What is it:** Students are looking at content on their computer other than the exam screen (e.g., second monitors, other browser windows or tabs, applications, chat boxes), using outside resources such as books or another test-taker's computer, or any other resources not permitted by the program. The goal of this behavior is to gain an unearned advantage on the exam.
- **What it isn't:** There are innocuous examples of outside resources, such as health trackers and closing out antivirus and other system alerts. It is critical for proctors to be clear in pre-exam instructions about allowed and disallowed items at the exam desk, and to keep a watchful eye during exam sessions.
- **How is it discovered:** Obvious examples include having other items out on the desk during the exam, or looking under the table at a book or device. Less obvious indicators are excessive typing and scrolling. PAEA Assessment uses only multiple-choice exams and aims for questions to fit within a single screen regardless of zoom.

### Screenshots

- **What is it:** Capturing a portion of the screen to be saved on the computer or another device for later use. The goal of this behavior is to save exam content for later use or dissemination, thus compromising the integrity of the exam.
- **What it isn't:** Some students capture exam content for personal use, but this is still inappropriate. PAEA Exam Support may ask for screenshots to aid in troubleshooting, but we will ask the proctor to do this and require that they delete the screenshot after it is sent.
- **How it is discovered:** When using the lockdown browser, it will not be possible to take screenshots using keyboard shortcuts or other applications. The other method for capturing content is using a phone. PAEA recommends having students store their phone in their bag at the start of the exam.

## Sharing Exam Content

- **What is it:** Test-takers working together to share content from the exam, before, during or after the exam, is collusion and inappropriate behavior. This could include sharing screen capture images, keyword feedback, or recollections of question text and answers. The goal of this behavior is to trade pre-knowledge of content to provide an unearned advantage on the exam. Collected pre-knowledge may be shared in person, on shared drives or social media, between cohorts, and through quiz and study guide sites. This also includes any hints or answers given to students by proctors during the exam.
- **What it isn't:** This is not group studying from textbooks. When it becomes inappropriate is when faculty, staff, or previous test-takers aid students on their exams by giving content or hints.
- **How it is discovered:** Seeing students huddle together after the exam or after results are released would be a red flag. However, student reports are the most common route of discovery.

These actions are outlined in the [Proctor](#) and [Examinee](#) acknowledgements at the beginning of each exam, as well as the [Post Exam Acknowledgement](#) for students. Discovery of any of these actions may result in investigation and the invalidation of exam results, in addition to any consequences outlined by program policy. Any violations should be promptly investigated by the proctor and the program, and reported to PAEA via EthicsPoint for investigation.

## Accommodations

In compliance with the Americans with Disabilities Act (ADA), PAEA supports reasonable and appropriate accommodations for students with documented disabilities. PAEA does not make determinations about accommodations. As university policies differ, please contact your student affairs or disability offices to make appropriate accommodations determinations.

PAEA offers accommodations and settings within the PAEA Assessment Center to ensure that examination results fairly reflect each candidate's medical knowledge. Accommodations must not jeopardize the integrity and security of the exam while ensuring fairness for all examinees.

The Exam Delivery Platform, developed by Surpass, meets the WCAG AA 2.1 standard in all areas relevant to PAEA Assessment. These accommodations are available to all students as part of the Exam Delivery Platform.

- Breaks (10 minutes between sections, now available for all exams; can be skipped at the student's discretion)
- Color and contrast adjustment
- Text highlighting
- Striking answer options
- Item flagging
- Digital note taking
- Searchable lab values reference

Many critical accommodations may be designated at time of scheduling or as part of the standard delivery setup.

- A variety of proctoring modalities (PACKRAT and End of Rotation exams only)
- Extra time (time-and-a-half, double-time)
- Extra breaks (pausing by proctor)

Some accommodations are available through the physical accommodation facilities at the discretion of each institution, including but not limited to:

- Distraction-free space (private room, headphones, etc.)
- Physical note taking (white board or scratch paper collected at the end of the exam)
- Screen magnifiers
- Anti-glare screens or glasses
- Large-screen projection

PAEA can help institutions and students test other assistive technologies, and can provide information on technology that has worked in other cases. Software that creates a voice, text, or video recording of exam content is not considered a reasonable accommodation due to risks to exam content security.

If accommodations are required beyond those listed above, the program must contact PAEA a minimum of three business weeks in advance to ensure that additional accommodations implemented by the program can be facilitated. This may involve a system test or modifications to the exam setup, so we ask that notice be given to PAEA one month in advance. Options for such accommodations include, but are not limited to:

- Screen reader

- Screen zoom
- Professional live reader (requires additional attestation by reader and proctor)

To request accommodations beyond those incorporated in the Exam Delivery Platform or physical environment, the program must submit to PAEA via secure file transfer or encrypted email a letter detailing what accommodations the student has been granted by the university, the requested date for their next exam, and the contact information for the university staff member who will work with us to determine the appropriate accommodation.

Once the accommodation letter has been reviewed, PAEA will reach out to the designated contact to engage in an interactive process to evaluate options to meet the student's accommodation. Then, the program will be informed of the accommodation plan and the exam can be scheduled in the Assessment Hub with the required settings.

In all cases, PAEA prefers to communicate with the university office that has made the accommodations determination for the student, until such time that a student must be called upon to participate in a test of assistive resources. We will protect any medical information revealed to us in accordance with HIPAA, but request not to have detailed disclosures made to us in order to protect the student's privacy.

## V. Proctor Responsibilities

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Proctoring is only required for the End of Curriculum exam. It is an available option for PACKRAT and End of Rotation exams. When the In Person proctoring modality is selected at time of scheduling, the following responsibilities and requirements are expected.

### **Proctor Assignment**

People who are designated as proctors are granted proctor permissions by ticking the Proctor User toggle in the Update Roster workflow of the PAEA Member Community. This functionality allows the user to initiate in-person exams, access keycodes and PINs as needed, and proctor exam administrations. Proctors are no longer assigned to particular exams in the Exam Delivery Platform. Anyone with the Exam Proctor role can proctor any exam event for the program.

### **On Campus Active Proctoring**

PAEA Assessment requires live, in-person, active proctoring for all End of Curriculum exams, and it is one option for PACKRAT and End of Rotation exams. When utilized, proctors can be program faculty or staff, or university testing center staff. We do not recommend the use of the staff at clinical rotation sites. If a student requires a live reader, this must be a different person. Regardless of whom your institution entrusts with the proctor role, those individuals are responsible for:

- Ensuring that students comply with the Test Taking Rules and Procedures set out in Section IV and institutional academic integrity policies.
- Being the first line of defense against inappropriate exam behavior, including issues of academic integrity and content compromise.
- Being logged in to the Exam Delivery Platform to verify that students are present and authorized to take the exam and to monitor exam activity, alerts, and progress.
- Being physically present where the exams are administered and focused solely on their proctoring responsibilities.
- Ensuring the presence of enough proctors to monitor all students in the testing environment.
- Reporting violations of PAEA exam rules or any other potentially inappropriate exam behavior to PAEA for investigation when needed. As incidents are confirmed, proctors should notify the appropriate individuals at their institution of any students who may have engaged in inappropriate exam behavior in accordance with the campus academic discipline review process.

- Notifying PAEA of any system performance issues by contacting PAEA Exam Support.

## **Professional Live Remote Proctoring**

If on campus proctoring is desired but not possible for End of Rotation or PACKRAT exams, institutions may work with an authorized professional live remote proctoring service in accordance with PAEA’s policies and procedures for remote proctoring as set out below. Professional live remote proctoring services monitor student behavior during exam administrations, through webcams, microphones, and other computer technology, and record the exam session for later review. PAEA does not endorse a specific service. Instructions for setup are available in the [PAEA Assessment Resource Center](#). In addition to the responsibilities above, PAEA asks that the exam session videos, should they be taken by the service you employ, be transmitted securely, and that the videos be used only for investigative purposes and be destroyed after the investigation, in order to protect exam content. The PAEA End of Curriculum exam must be proctored in person—the use of remote proctors is strictly prohibited for this exam.

## **Inappropriate Behavior**

In cases of suspected violations of PAEA exam rules or any other potentially inappropriate exam behavior, programs—proctors, faculty, or the program director—are expected to report the matter to PAEA via [EthicsPoint](#) within 24 hours of the suspected incident to initiate an investigation by PAEA. Be prepared to provide the student’s name; exam date, time, and type; and any other known details about the incident. PAEA will then request additional information as needed to investigate the incident and advise on next steps, so be sure to save your Report Key and password. PAEA will also provide additional guidance on how to investigate and handle the incident within the program as needed.

It is at the discretion of the program whether to stop the exam, or allow the student to complete it, depending on the type of behavior suspected. However, if the student is suspected of capturing exam content, we expect the proctor to stop the exam immediately to contain the potential breach. If the result is found to be invalid due to inappropriate behavior, the exam result will be cancelled so as not to affect program and national performance statistics.



## VI. Student Responsibilities

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PAEA Assessment exams are designed to be administered to current PA students by PA programs. During and after their examinations, students are responsible for:

- Adhering to the PAEA Assessment academic integrity instructions, rules, and procedures for the exam as outlined in the Test-Taker Rules and Procedures and the [Student Terms of Service](#).
- Adhering to the PAEA Assessment account and content security instructions and procedures as outlined in the Student Terms of Service. This includes securing access information such as passwords and exam keycodes, and downloading, installing, and not tampering with the required lockdown browser.
  - Students must download the Secure Client lockdown browser from <https://paea.surpass.com/launchtest/securedelivery> in advance of their exam, where system requirements and troubleshooting are also available. Students must also log into the browser 10 minutes before the start of their exam to check for updates.
- Abiding by all institutional and program academic integrity policies and procedures, as well as faculty and proctor instructions.

## VII. PAEA Responsibilities

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When delivering exams, a lot of responsibility falls on the user. But as the system owners — and as a membership association — PAEA has a responsibility to support user programs in the appropriate administration of our exams and provide a system that meets their needs. PAEA is committed to ensuring the integrity and validity of the exam data that makes PAEA Assessment exams so valuable. PAEA commits to our users a responsibility for:

- Complying with applicable federal and state laws related to its assessment products and services.
- Ensuring that all components of the Assessment Center and all required tools operate effectively and with the best available technology to meet user needs.
- Supporting programs in cases of suspected or actual violations or infractions of local policies and procedures through proctor alerts (see Section IV: Test-Taking Rules and Procedures), which indicate that students have engaged in potentially inappropriate behavior. PAEA can provide additional context and statements as necessary.
- Helping the PA program in the case of an investigation of suspected inappropriate behavior. PAEA will work with the program with regard to the disposition of the affected exam score.
- Holding individuals using PAEA Assessment exams to the highest standards of ethical conduct in relation to exam administration processes.
- Handling and safeguarding student and program exam data securely. The system is hosted on a website that employs SSL, and all data are encrypted on the servers. This includes Personally Identifiable Information (PII), which is protected under the US Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99). PII is defined as individual names, email addresses, test item performance, and examination summary data, which are gathered to ensure effective administration and promote the overall quality of the assessment products. Individual student data reports will be issued only to the student and to program faculty users. PAEA and its contractors will not keep physical copies of the exam data, but it is backed up on multiple secure servers in case of outages. PAEA reserves the right to collect additional data necessary to monitor and enforce the security of the examinations. Currently, PAEA will not release assessment product data (de-identified or otherwise) to external researchers.
- Communicating to users as soon as possible in the event that performance or content data are compromised by a system outage, bug, or violation of system security.
- Processing payment in a secure and timely manner.

## Investigations and Violations

PA programs, program directors, staff, and proctors, as well as students have a responsibility to promptly report violations of PAEA exam policies to the program and PAEA, and to comply with the programs' academic integrity policies in relation to PAEA Assessment exams. This PAEA Assessment policy regarding investigations and violations applies to the investigation of potential violations of the terms, conditions, and policies that apply to the use of PAEA Assessment exams occurring at any time before, during or after the administration of PAEA Assessment exams.

In case of a major system issue (e.g., outage, exam loading error, or score error), PAEA will notify affected programs (program directors and involved proctors) within 24 hours with a timeline for resolution and recourse for affected examinations. If a program identifies an issue and has not received a notification of the issue, they should assume PAEA does not know, contact PAEA Exam Support immediately, and comply with any requests for additional information so that an investigation can commence.

PAEA expects that programs will administer all examinations following the rules and procedures provided in these policies. It is the policy of PAEA to investigate reports of suspected violations of PAEA exam rules and inappropriate exam behavior as provided in the terms of this policy and acknowledged throughout the Assessment Center registration process and use process. Violations include but are not limited to attempts to subvert the valid use of PAEA Assessment exam data; potential fraud; soliciting, obtaining or providing inappropriate assistance on exams; solicitation, collection, distribution, reconstruction or use of confidential test information before, during or after an exam administration; inappropriate administration of PAEA exams (e.g. early End of Curriculum exam administration, unproctored administration of End of Curriculum exams, using exams outside of their intended purposes, providing unearned advantages); and any other irregular matter which occurs in connection with the use of PAEA Assessment exams and the processes leading up to and including the use of score information in a PA program. Such suspected violations should be reported to PAEA via [EthicsPoint](#) within 24 hours of their discovery. Inappropriate use or administration of PAEA exams or exam content impacts exam validity and the comparative data reported to students and programs. Inappropriate use of PAEA exams or exam content or violations of PAEA exam rules may result in the invalidation of exam scores, the inability to use PAEA Assessment products, and/or legal action by PAEA.

## **REPORTS OF POTENTIAL VIOLATIONS AND INITIATION OF INVESTIGATIONS**

PAEA may, in its sole discretion, initiate an investigation when it becomes aware of or receives any information suggesting potential violation of PAEA exam rules, inappropriate exam behavior, or potential violations any of the terms, conditions, or policies that apply to PAEA Assessment exams. PAEA utilizes systems that detect potentially inappropriate behavior by students and proctors and receives notification of potential violations from PAEA Assessment stakeholders, including but not limited to representatives of PA programs.

If any person has reason to believe that any other person may have potentially engaged in inappropriate exam behavior in the process of taking, administering or using PAEA Assessment exams or potentially violated any of the terms, conditions, or policies that apply to PAEA Assessment exams, they are required to promptly submit a report of the incident to PAEA via [EthicsPoint](#) that includes all of the details of the matter. When submitting the report of any incident, the reporter must include all relevant facts, dates, events, information, and documentation that relate to the matter. They must report any potential violation to PAEA in writing as required in this policy within twenty-four (24) hours of becoming aware of it. They must retain the Report Key and password created in the system in order to respond to any additional inquiries PAEA may have about the reported information.

PAEA reserves the right in its sole discretion not to initiate an investigation for a potential violation of its rules, policies or terms where an individual unreasonably delays reporting the potential violation after becoming aware of it. PAEA also reserves the right in its sole discretion not to investigate any potential violation that occurred more than one calendar year prior to the date of the report made to PAEA, regardless of when the reporter may have become aware of the potential violation.

## **INVESTIGATION OF POTENTIAL VIOLATIONS**

Once an investigation is initiated, PAEA reviews the potential violation and determines in its sole discretion whether it is more likely than not that a violation has occurred, based on information submitted by the person or persons who reported the incident; information submitted by the subject of the investigation; PAEA current and historical records; information provided by the PA program; available information collected by PAEA through other means; the terms, conditions, and policies that govern the use of PAEA Assessment exams; and any other available relevant information.

## **COMMUNICATION WITH THE SUBJECT OF AN INVESTIGATION**

Once PAEA determines that it is more likely than not that a violation has occurred, PAEA may contact the subject of an investigation in order to:

- Notify the subject that an investigation has been initiated
- Provide the subject with a summary of the matter being investigated
- Inform the subject of the terms, conditions, policies, and procedures related to the investigation
- Provide the subject with an opportunity to provide clarifying information

At the conclusion of the initial investigation, PAEA will either develop a draft of the report to be issued in the matter or terminate the investigation in the event that there is evidence that no violation has occurred or if, in PAEA's sole discretion, the evidence in the matter is inconclusive or the matter does not warrant further investigation. If PAEA proceeds with the development of a draft report, the draft report will be sent to the subject of the investigation in order to provide the subject with an opportunity to advise PAEA of any purported inaccuracies contained in the draft report. If the subject identifies purported inaccuracies in the draft report, PAEA will endeavor to resolve any disagreements it may have with the subject's view of the evidence and facts. PAEA may also decide to simply include the subject's objections to the report in the final version of the report if PAEA and the subject are unable to resolve their differences regarding the content of the report. If the subject does not advise PAEA of any inaccuracies in the draft report within the time period prescribed by PAEA, PAEA will modify the report to indicate that the subject did not raise any objections to the report after being given an opportunity to do so, and PAEA will then finalize the report in order to provide it to the PA program which the subject attends or attended. PAEA has the ultimate sole discretion to determine the findings of fact and content included in a report in its final form.

PAEA prepares and issues a report documenting the factual findings of the investigation and may include information provided by the subject of the investigation in accordance with the procedures outlined above. With the issuance of a report, PAEA makes no judgment as to the culpability of any person with respect to matters reported and does not assess the suitability of an individual to study or practice as a PA. Rather, PAEA strives to communicate complete and accurate information specifically about the evidence of the person's conduct in relation to PAEA Assessments and applicable rules, policies, terms and agreements.

In addition to the issuance of a report, PAEA reserves the right to take all other lawful action warranted under the circumstances in relation to the subject of an investigation, in PAEA's sole discretion, if PAEA determines that the subject violated the terms, conditions, and policies that govern the use of PAEA Assessment exams or any applicable law or regulation.

## **ARBITRATION FOR DISPUTES**

Should an individual conclude that a draft report unfairly characterizes the evidence and findings of fact related to an investigation, or an agreement between parties on the content and language of the report cannot be reached, PAEA will offer the individual who is the subject of the report an opportunity to request arbitration. Such arbitration must be requested prior to the issuance of a final report. Arbitration is conducted by a single arbitrator appointed by the Washington, DC, office of JAMS. The arbitrator acts solely on the basis of a written record submitted by both parties, and no hearing or oral arguments are held. The sole issue for arbitration shall be whether the PAEA acted reasonably and in good faith in preparing the report. The arbitrator will have final authority to conclude whether: (1) the report should be distributed as written; (2) the report should be modified in accordance with the arbitrator's directions before distribution; or (3) no report should be distributed. In addition, the arbitrator determines which party is responsible for JAMS' case management fees and the arbitrator's fee. All other costs associated with arbitration (for example, attorneys' fees) are borne by the party incurring them.

## **Contact Us**

If you have questions about anything in this policy statement, please contact PAEA at [exams@PAEAonline.org](mailto:exams@PAEAonline.org) or 866-749-7601.

# Appendix: Agreements and Acknowledgements

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## Program Sign-up and Policy Acknowledgement

This acknowledgement is made by the program director when indicating interest in PAEA Assessment exams and intent to agree to the Master License Agreement. It expresses the commitment to administer exams in accordance with this PAEA Assessment Exam Policy document. It may be completed here: <https://paeaonline.wufoo.com/forms/mlt8g5pm0g5rkl/>.

THIS PAEA PROGRAM DIRECTOR AGREEMENT, including all documents incorporated by reference herein is made as of the date it is electronically executed by the Program Director ("Effective Date"), by and between the person signing this agreement ("Program Director") and Physician Assistant Education Association ("PAEA") (collectively, the "Parties") to set forth the terms under which Program Director will serve as an authorized participant in the delivery, protection, and administration of PAEA Examinations at the university that employs them.

1. Program Director hereby agrees to accept and perform the responsibilities of a **"Program Director"** for the PA Program that employs them in strict accordance with the terms of this Program Director Agreement and all policies and procedures set forth in detail in the current version of the PAEA Assessment Exam Policies .
2. Program Director acknowledges that they have received access to the current version of the PAEA Assessment Exam Policies <http://paeaonline.org/exampolicies>.
3. Program Director acknowledges that they, or the appropriate university representative, will agree to the PAEA Assessment Master License Agreement.
4. Program Director further agrees to accept and perform the responsibilities of a Program Director and to ensure the administration of PAEA Examinations in strict accordance with the policies and procedures set forth the current version of the PAEA Assessment Exam Policies as well as any updated written policy or directive from PAEA, which may supersede or amend policies and procedures in the current version of the PAEA Assessment Exam Policies.
5. Program Director understands and acknowledges that PAEA is the exclusive owner of all PAEA Assessment Exams, the secure contents of which constitute trade secrets and are protected by United States copyright laws.

6. Program Director shall use their best efforts to ensure the integrity, security, protection, confidentiality, and nondisclosure of all PAEA Assessment Exam content and shall strictly abide by all test security policies and procedures set forth below and in the current version of the PAEA Assessment Exam Policies.
  - a. Program Director shall oversee and manage all program staff that serve as Proctors of PAEA Assessment Exams and ensure that they understand and comply with PAEA Assessment Exam Policies.
  - b. Program Director shall not access, view, use, disclose, copy, or disseminate PAEA Assessment Exams or examination content, in whole or part.
  - c. Program Director shall not coach, prompt, or influence a response of a student to any PAEA Assessment Exam question during the administration of any exam or allow or encourage any other person to do any of the foregoing.
  - d. Program Director shall not define, clarify, or rephrase any reading passage, equation, chart, graphic image, question, other text, or response option contained within PAEA Assessment Exams during the administration of any exam or allow or encourage any other person to do any of the foregoing.
  - e. Program Director shall use reasonable professional efforts to ensure that PA Program employees, independent contractors, designees, students, and others do not:
    - i. Obtain unauthorized access to PAEA Assessment Exam systems, Assessment Data, and content;
    - ii. copy, photograph, record, stream, capture or reconstruct PAEA Assessment Exam content;
    - iii. engage in any conduct that could affect the validity of PAEA Assessment Exam scores; and
    - iv. facilitate or enable the unauthorized disclosure or dissemination of PAEA Assessment Exam content, in whole or part.
7. Program Director shall ensure that the program only uses PAEA Assessment Exam scores for the intended purposes for which they have been validated by PAEA.
8. Program Director agrees that they will immediately notify PAEA by following the procedures provided at <https://paeaonline.ethicspoint.com> of any reported or suspected violation of the policies and procedures set forth in the current version of the PAEA Assessment Exam Policies and/or this Program Director Agreement.
9. Program Director agrees that he/she will fully cooperate with any audit or investigation by PAEA or its designees related to the integrity, security or administration of any PAEA Assessment Exam.



10. Program Director agrees that they are not acting as an employee, co-employee, contractor, or agent of PAEA but in their role as Program Director.
11. Program Director shall not communicate with any member of the media or any third party (not including the PA Program or PA Program employees) or make any public statements of any kind or in any forum, including but not limited to social media and other online forums, regarding PAEA Assessment Exams. If Program Director receives an inquiry from the media related to PAEA Assessment Exam or PAEA, Program Director shall promptly notify PAEA.
12. Program Director acknowledges and understands that any violation of this Program Director Agreement and/or applicable law could result in PAEA (1) notifying the PA Program that employs Program Director about the matter; (2) notifying the accrediting body of the program; and (3) enforcing its rights under this Agreement and applicable law.

BY COMPLETING THE INFORMATION AND CLICKING THE BOX BELOW, PROGRAM DIRECTOR IS ACKNOWLEDGING THAT THEY HAVE REVIEWED AND EXECUTED THIS PAEA PROGRAM DIRECTOR AGREEMENT, INCLUDING ALL DOCUMENTS INCORPORATED BY REFERENCE HEREIN, AND THAT THEY ARE LEGALLY BOUND TO COMPLY WITH THIS AGREEMENT.

## End of Curriculum Exam Acknowledgement

This acknowledgement is made by the Program Director of programs intending to use the End of Curriculum exam, expressing understanding and willingness to administer the exam in accordance with its more stringent requirements. This agreement can be completed along with the Program Director Agreement, or here:

<https://paeaonline.wufoo.com/forms/m14r8mg90u3u315/>.

You have indicated that your program meets the eligibility requirements to administer the PAEA End of Curriculum exam to your program's students. In order for PAEA to schedule the exam, the Program Director must provide and electronically sign the following Attestation of Eligibility.

- I have read and understand the PAEA Assessment Exam Policies, located at <https://paeaonline.org/exampolicies> and take complete responsibility for my program's compliance with them.

- ☐ The program that I direct has the capacity to and will (1) safely and responsibly administer the exam to students in person in accordance with all applicable PAEA Assessment Exam Policies and these eligibility requirements, (2) take all steps necessary to ensure the health and safety of all students throughout the entire exam administration process and (3) comply with all health and safety measures required by the institution that operates my program.
- ☐ A live, in person, trained and qualified proctor will be available to and will administer the PAEA End of Curriculum exam to all students at the time of the scheduled exam. I understand that the use of remote proctoring is strictly prohibited and is a serious violation of the PAEA Assessment Exam Policies for the PAEA End of Curriculum exam.
- ☐ The students in my program who will take the PAEA End of Curriculum exam will download and use SecureClient for the duration of the PAEA End of Curriculum exam.
- ☐ If a student fails based on requirements set at the local program level, and needs to retake the End of Curriculum exam, they may do so only once and no earlier than 60 days after their initial administration.
- ☐ As the Program Director, I certify that my program meets the above eligibility requirements to administer the PAEA End of Curriculum exam.
- ☐ **I understand and agree on behalf of my program that if PAEA determines in its sole discretion that the program did not meet these eligibility requirements or that any member of the program violated applicable PAEA Assessment Exam Policies, PAEA reserves the right in its sole discretion to cancel any scheduled exam administration and/or invalidate or cancel the score(s) of any such PAEA End of Curriculum exam(s).**

## Master License Agreement

This is a formal contract between PAEA and each Institution that uses PAEA Assessment exams that outlines the terms of use and data privacy requirements. The full text of a review-only version of this agreement is available here: <https://paeaonline.org/wp-content/uploads/2023/04/PAEA-Master-License-Agreement-2023-FOR-REVIEW-ONLY.pdf>

## Ordering Agreement

This acknowledgement reinforces the PAEA Assessment Exam Policies and the program's commitment to use the ordered exams for their intended purpose. Upon ordering PAEA Assessment products, program-authorized ordering agents (users with the Ordering Agent role) must acknowledge the following on behalf of their program:

**The program ordering any PAEA Assessment Exam acknowledges all of the following statements and agrees that its use of PAEA Assessment Exams must comply with this acknowledgement:**

PACKRAT®, End of Rotation™, and End of Curriculum™ exams (collectively, “PAEA Assessment Exams”) are owned by PAEA and licensed to programs subject to the terms and conditions of the PAEA Master License Agreement (the “MLA”) accepted by the program. The program will comply with the MLA and the PAEA Exam Policies in all respects.

PAEA Assessment Exams serve as only one source of data for assessment of students, curricula, or programs in the published content domains. It is important to acknowledge that the questions included in the exams are not exhaustive of all content needed to succeed in a clinical experience, nor of all content topics identified in the exam topic list. PAEA recommends that programs provide students with exam blueprints and program-level objectives with their syllabi, in advance of each exam, clinical experience, or relevant course. PAEA also recommends that all exams be used in conjunction with other modalities when evaluating student performance, curriculum content, or overall program effectiveness.

Assessment Scores (as defined in the MLA) reported by PAEA are valid and reliable only to the extent that the Assessment Scores are used in accordance with the intended purposes of the PAEA Assessment Exams. PAEA offers no opinion or guidance as to the weight that programs should assign to Assessment Scores in relation to education decisions for students in the program. The program is solely responsible for the use of Assessment Scores, and all claims, losses and/or damages arising out of the program’s use of Assessment Scores.

The content of PAEA Assessment Exams are confidential and are protected by the confidentiality terms contained in the MLA. The program will prevent unauthorized access to or disclosure of PAEA Assessment Exams and has the exclusive responsibility for the conduct of program staff and students in upholding its confidentiality obligations. Unauthorized access to or disclosure of PAEA Assessment Exams, in whole or part, or compromise of required PAEA assessment security measures, through negligence or willful conduct, will result in PAEA-determined sanctions, which may include ineligibility to access or use future PAEA products and services and/or legal action against the program.

The program will use the PAEA Assessment Exams for the purpose intended by PAEA, as summarized below (Note: the following bullet points will appear based on what is being ordered):

- PACKRAT is an objective, comprehensive self-assessment tool for student and curricular evaluation. It is not to be used for a grade or to determine student promotion.
- The End of Rotation exams are a set of objective, standardized evaluations intended to serve as one measure of the medical knowledge students gain during specific supervised clinical practice experiences. The exams must be administered with a proctor under secure conditions.
- The End of Curriculum exam is an objective, standardized evaluation of a student's medical knowledge as one component of their readiness for graduation. It must be administered on campus with a proctor under secure conditions within four months of the student's graduation/completion date.
- The Student Exam Box™ entitles the assigned student to two PACKRAT exams, 10 End of Rotation exams, and one End of Curriculum exam that must be delivered in the final four months of the program. The Student Exam Box must be assigned to an individual student, and it may be used for their exams for as long as they are with the program, even if they delay graduation. Once any exams have been administered, the Student Exam Box is non-transferrable and non-refundable.
- PAEA Assessment Exams are not intended to predict student performance on Physician Assistant National Certifying Examination® (“PANCE”).

## Student Terms of Service

This agreement is a legally binding contract between students and PAEA regarding their use of their PAEA Assessment account. It is accepted when the student creates their password for the Assessment Hub.

**IMPORTANT! YOU ARE ENTERING INTO A LEGALLY BINDING CONTRACT.**  
**PLEASE READ THIS CAREFULLY!**

**YOUR USE OF PAEA ASSESSMENT EXAMS AND SCORE REPORTS IS CONDITIONED UPON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THESE TERMS OF SERVICE FOR PAEA ASSESSMENT EXAMS AND THE PAEA ASSESSMENT HUB AND ALL INCORPORATED ADDITIONAL TERMS (THE “TERMS”).**

PA Education Association (“PAEA”) is a nonprofit member association that develops and licenses educational assessments to be administered by PA programs to their enrolled students, including PACKRAT®, End of Rotation™, and End of Curriculum™ exams (collectively, the “PAEA Assessment Exams”).

The Terms set forth the terms and conditions under which PAEA will permit you to access and use PAEA Assessment Exams required by PA program in which you are enrolled and to register for an account in the PAEA Assessment Hub that will enable you to access score reports issued by PAEA for any PAEA Assessment Exam that you have completed (the “Services”).

Your access to and use of the Services is subject to these Terms of Service, the [PAEA Privacy Policy](#), the PAEA Examinee Agreement, and written policies for PAEA Assessment Exams (collectively, the “Additional Terms”), all of which are incorporated by reference and made part of these Terms of Service. PAEA may modify the Terms of Services and the Additional Terms at any time in its sole discretion and any such modified terms shall become effective immediately upon PAEA providing notice of such changes with the Services, on its website or via email to the email address you have registered on the PAEA Assessment Hub. By accessing or using the Services, you are certifying to PAEA that you have read, understand and will comply with these Terms of Service and the Additional Terms incorporated by reference. To the extent of any conflict between these Terms of Service and any Additional Terms, these Terms of Service shall take precedence and supersede any pre-existing or co-existing terms that may apply to the Services.

When accessing or using the Services, you also understand and agree to comply with each of the following terms:

1. You must set and maintain your own secure password for your account on the PAEA Assessment Hub and you are exclusively responsible for the security of your user credentials for your account.
2. You will immediately notify PAEA by e-mailing PAEA with a read receipt at [login-security@paeaonline.org](mailto:login-security@paeaonline.org) if you have any reason to believe that user credentials or your account on the PAEA Assessment Hub are no longer secure or have been hacked or accessed by any third party.
3. You will ensure that your Personal Data (as that term is defined and use in the PAEA Privacy Policy) associated with your account are accurate, complete and truthful and, if any Personal Data associated with your account is inaccurate or has changed, you will promptly notify your program so that they may update your Personal Data in the

Assessment Hub. You are authorizing PAEA and its affiliates and vendors to receive, use, store, transmit, display and process your Personal Data and other data as needed to provide the Services and for PAEA's other legitimate purposes in accordance with its Privacy Policy.

4. PAEA may investigate discrepancies in any information that you provide to PAEA in the course of accessing or using the Services.
5. You have read and will accept and comply with the terms of the PAEA Examinee Agreement, provided in its entirety below.

*NOTE: See Examinee Agreement box that follows. It is incorporated in its entirety into the Student Terms of Service.*

6. You are authorizing PAEA to communicate with you via email to provide you with information regarding the Services, including but not limited to: (a) notices about the Services; (c) updates to the Services; (c) administrative messages and other information; and (d) surveys and research related to the Services.
7. If you violate the Terms of Service, PAEA may, in its sole discretion, pursue any remedy available to it under these Terms and all Additional Terms incorporated by reference, prohibit you from using the Services, prohibit you from using the PAEA Assessment Hub, prohibit you from taking any PAEA Assessment Exam and take any and all other legal actions available to it under the circumstances and applicable law.

There are certain things that PAEA does not promise about the Services. Other than as expressly stated, PAEA does not make any commitments about the specific functionality available through the Services, their reliability, availability, or ability to meet your needs.

TO THE EXTENT NOT PROHIBITED BY LAW, PAEA AND ITS AFFILIATES, VENDORS, PARTNERS, SUPPLIERS AND LICENSORS (AND ASSOCIATED SERVICE PROVIDERS) (A) PROVIDE THE SERVICES "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE", (B) MAKE NO REPRESENTATIONS OR WARRANTIES OR CONDITIONS WHETHER EXPRESS OR IMPLIED (E.G. WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT), AND (C) DO NOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, OR THAT THE INFORMATION YOU PROVIDE TO USE THE SERVICES WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL PAEA OR ITS AFFILIATES, OFFICERS, DIRECTORS, PARENT COMPANIES, SUBSIDIARIES, VENDORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS AND LICENSORS HAVE ANY LIABILITY TO YOU WHATSOEVER RELATING TO OR ARISING OUT OF YOUR USE OF THE SERVICES.

You agree that the Terms of Service, your relationship with PAEA and any disputes arising out of or related to the Services or PAEA will be governed by the laws of the United States of America and the District of Columbia, regardless of conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods, the Uniform Commercial Code, the Uniform Computer Information Transactions Act, and any law effectuating these conventions do not apply to these Terms of Service. Claims can only be litigated in the federal or state courts in the District of Columbia and you and PAEA each agree to personal jurisdiction and venue in those courts. However, you agree that PAEA can apply for injunctive remedies in any jurisdiction.

To the extent that the following provision is not in conflict with applicable law, you hereby waive any and all rights you may have to bring a class action against PAEA and further agree that you may only resolve disputes with PAEA on an individual basis and will not bring a claim or proceed as a plaintiff or a class member in a class, consolidated, or representative action against PAEA.

**BY CLICKING THE "I AGREE" BUTTON BELOW AND/OR ACCESSING OR UTILIZING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE, THE EXAMINEE AGREEMENT AND ALL INCORPORATED ADDITIONAL TERMS.**

**IF YOU DO NOT ACCEPT THE TERMS OF SERVICE, DO NOT CLICK THE "I AGREE" BUTTON AND DO NOT USE THE SERVICES.**

## Examinee Agreement

The examinee agreement outlines the terms under which students must take their exams, with requirements for confidentiality and fair assessment of medical knowledge. Students are prohibited from sharing or colluding with others on their PAEA Assessment exams. Students agree to it at the start of every exam.

The PAEA Examinee Agreement (“Examinee Agreement”) is a legally binding contract between you and Physician Assistant Education Association (“PAEA”) that sets forth the terms and conditions under which PAEA will permit you to take any PAEA Assessment Examination, including PACKRAT<sup>®</sup>, End of Rotation<sup>™</sup>, and End of Curriculum<sup>™</sup> exams (collectively, “PAEA Assessment Exams”) as a student enrolled in a PA program that licenses PAEA Examinations. You must read, acknowledge, and accept the terms of this Examinee Agreement before you are permitted to take a PAEA Assessment Exam. If you do not agree to the terms of this Examinee Agreement, you will not be permitted to take any PAEA Assessment Exam. Adherence to the Examinee Agreement is necessary to enable PAEA to maintain fair examinations, ensure the validity of examination results and maintain the integrity and value of PAEA Assessment Exams.

**By clicking on the ‘I AGREE’ button at the end of the Examinee Agreement, you are affirming to PAEA that the below representations and statements to PAEA are true and correct, and you are acknowledging that you have read and understand these requirements, rules and policies, and that you agree to abide by all of them.**

I affirm that I am the person whose name appears on my PAEA Assessment Hub account and at the beginning of each PAEA Assessment Exam. I am taking the PAEA Assessment Exam on my own behalf and solely for the purpose of completing my PA education, and for no other purpose. I affirm that I am not taking the PAEA Assessment Exam on behalf of any other person, company, or organization. I understand that providing false, misleading, or incomplete information to PAEA shall be considered a violation of the Examinee Agreement and will subject me to one or more of the consequences provided herein for violations of the Examinee Agreement.

For PAEA Assessment Exams administered on-site at the test administration facilities made available by my PA Program, my PA program has the sole and exclusive responsibility to ensure that I have the required computer devices, computer operating system, software, browser, uninterrupted Internet connection and electric power required to take PAEA Assessment Exams. For PAEA Assessment Exams administered at any location other than the on-site test administration facilities made available by my PA Program, I have the sole and exclusive responsibility to ensure that I have the required computer devices, computer operating system, software, browser, uninterrupted Internet connection and electric power required to take PAEA Assessment Exams. PAEA is not responsible for any technical problems with computer devices, operating system, Internet connection or electric power that may interrupt, delay, or interfere with my ability to start, take, or complete PAEA Assessment Exams.



**I understand and agree that the following conduct, whether attempted or completed, is strictly prohibited:**

- Copying, capturing, recording, collecting, reconstructing, memorizing, discussing, soliciting, transmitting, broadcasting, streaming, or distributing PAEA Assessment Exam content, in whole or part;
- Giving or receiving assistance on a PAEA Assessment Exam;
- Viewing the content of another examinee’s Exam content or responses during a PAEA Assessment Exam administration;
- Taking a PAEA Assessment Exam on behalf of another person;
- Possessing, accessing, or using any computer, smartphone, electronic device, camera, recording device, or photographic equipment of any kind while taking a PAEA Assessment Exam, other than the authorized device(s) required to take the examination in accordance with PAEA Assessment Exam Policies;
- Possessing, accessing, or using any books, notes, papers, note-taking materials, study materials or test-taking aids of any kind while taking a PAEA Assessment Exam, except as explicitly allowed in accordance with PAEA Assessment Exam Policies;
- Talking or communicating with anyone about PAEA Assessment Exam content, in whole or part, while taking a PAEA Assessment Exam.

Engaging in any of the above-described prohibited conduct shall be considered a violation of the Examinee Agreement. Notwithstanding the foregoing terms, it shall not be prohibited conduct or a violation of this Examinee Agreement to receive testing accommodations approved by your PA program.

I am aware that PAEA Assessment Exams are confidential exams, and that their contents are disclosed to me at the time of test administration in a limited context to permit me to complete the test in pursuit of my PA education, and for no other purpose. I understand that PAEA is the exclusive owner of rights in and to all PAEA Assessment Exams, questions, reading passages, answer choices, and all related examination content contained within PAEA Assessment Exams (“PAEA Examination Content”). I further understand that PAEA Examination Content is protected by United States and international copyright laws and that PAEA Examination Content is a trade secret under United States and international law. I agree that I will not discuss or disclose PAEA Examination Content orally, in writing, on the Internet, or through any other medium existing today or invented in the future. I will not copy, reproduce, adapt, disclose, or

transmit PAEA Examination Content, in whole or in part, or assist or solicit anyone else in doing the same. I will not reconstruct PAEA Examination Content from memory, by dictation, or by any other means, for any purpose. I understand that prohibited acts under these terms include, but are not limited to: describing questions, answer choices, keyword feedback, hypothetical scenarios, reading passages, images, or graphics from any PAEA Assessment Exam; identifying terms or concepts contained in exam questions or responses; sharing answers to questions; referring others to information I saw on the exam; reconstructing a list of topics on the test; and soliciting or discussing exam questions, answer choices, reading passages, images, graphics, or topics in person, through telephonic or electronic communication, or on Internet "chat" rooms, social media, private or public groups, message boards, forums, or through any other means of communication.

PAEA's Privacy Policy (<https://paeaonline.org/privacy-policy>) shall govern PAEA's use of my Personal Data collected and processed in connection with the proctoring, administration and scoring of PAEA Assessment Exams. I understand that my PA program has the discretion to administer certain PAEA Assessment Exams through an approved online remote proctoring service. I understand that my PA program is solely responsible for selecting and managing online remote proctoring services in connection with the online remote administration of PAEA Assessment Exams. If I am participating in the administration of a PAEA Assessment Exam through an approved online remote proctoring service ("ORP"), I consent to the ORP monitoring and recording live video and audio feeds of me, my voice and the physical location where I am testing, as well as the appearance and voice of any other person who may present where I am testing (for example, the room in my home where I will test) all of which will be recorded, processed, and retained by the ORP in connection with my PAEA exam administration records ("ORP Data"). I understand that the ORP selected by my PA program may require me to accept additional and/or different terms and conditions in order to participate in a test proctored by the ORP and that any such terms and conditions are provided in the sole discretion of the ORP. I further provide my consent for the ORP to share the ORP Data and my Personal Data with my PA program and PAEA as needed to provide the Services and for PAEA's other legitimate purposes in accordance with its Privacy Policy. For additional information concerning the collection, transmission, processing, disclosure, and retention of your personal data (including, without limitation, video and audio recordings), please refer to PAEA's Privacy Policy.

PAEA reserves the right to use statistical and psychometric analyses to evaluate the validity of examination response data and scores. PAEA may use these reliable scientific methods to determine whether scores should be withheld, invalidated, canceled, or investigated further to determine whether a candidate violated the terms of the Examinee Agreement. If PAEA has a reasonable basis to question the validity of any PAEA Assessment Exam response data or examination result, whether identified through the use of statistical analysis, psychometric analysis, or any other reliable method or source of information, PAEA reserves the right, in its sole discretion, to withhold, cancel and invalidate examination scores, without any requirement to demonstrate that I or any other candidate violated the terms of the Examinee Agreement. PAEA reserves the right to, but is not obligated to, investigate any alleged violation of this Examinee Agreement or any alleged activity or circumstance that may compromise the validity, integrity, or security of any portion of a PAEA Assessment Exam, or the results thereof. Upon receiving notice from PAEA that it is conducting an investigation related to the examination, I understand and agree that I am required to:

- fully cooperate with the investigation;
- disclose to PAEA all knowledge that could potentially relate to the investigation;
- produce all documents, data, and materials requested by PAEA;
- upon request, submit to an in-person or remote interview, in PAEA's sole discretion, conducted by or on behalf of PAEA; and
- truthfully and completely answer all questions asked by or on behalf of PAEA.

I also understand and agree that if I provide false or misleading information to PAEA at any time, violate the terms of this Examinee Agreement, refuse to comply with any directions given to me by a proctor or faculty member, engage in any activity that may compromise the validity, integrity, or security of any PAEA Assessment Exam, or fail to fully cooperate in any investigation related to PAEA Assessment Exams, that PAEA may, in its sole discretion, directly or through its authorized representatives:

- Interrupt, suspend, and/or terminate the administration of my PAEA Assessment Exam;
- Withhold, cancel, or invalidate PAEA Assessment Exam scores;
- Prohibit or disqualify me from taking PAEA Assessment Exams for a fixed period of time or permanently;
- Impose special conditions of taking future PAEA Assessment Exams; and
- Pursue a legal action against me based upon my conduct in violation of the Examinee Agreement and/or applicable laws.

I understand and agree that PAEA shall not have any liability for the administration, in-person or ORP proctoring, delivery, or scoring of PAEA Assessment Exams or the use of PAEA Assessment Exam scores by the PA program in which I am enrolled. I hereby release and hold harmless PAEA for all liability of any kind arising out of the administration, in-person proctoring, ORP proctoring, delivery, and scoring of PAEA Assessment Exams, the use and processing of my Personal Data, ORP Data, and PAEA Assessment Exam scores, and the furnishing of information by PAEA about or relating to me to the PA program in which I am enrolled and any legitimately interested third parties.

**By clicking the button on the screen that reads “I AGREE” below, I am representing to PAEA that the prior information, statements, and affirmations that I have provided to PAEA are true and correct, including but not limited to the affirmations contained in this Examinee Agreement. I am further confirming my agreement to the terms and conditions set forth in this Examinee Agreement, including, without limitation, the consequences for making false or misleading statements to PAEA, and for violating any term of this Examinee Agreement.**

**If there is any part of this Examinee Agreement that you do not understand or agree with, you are not permitted to take any PAEA Assessment Exam.**

## Examinee Post Exam Acknowledgement

The post exam acknowledgement reaffirms key parts of the Examinee Agreement as a reminder after each exam.

Thank you for completing your PAEA Assessment Exam. At this time, we would like to remind you of key components of the Examinee Agreement you accepted at the beginning of the exam. Although we are only providing these key components of the Examinee Agreement, you remain obligated to comply with all of its terms.

You agreed that:

**I understand and agree that the following conduct, whether attempted or completed, is strictly prohibited:**

- Copying, capturing, recording, collecting, reconstructing, memorizing, discussing, soliciting, transmitting, broadcasting, streaming, or distributing PAEA Assessment Exam content, in whole or part.

I am aware that PAEA Assessment Exams are confidential exams, and that their contents are disclosed to me at the time of test administration in a limited context to permit me to test in pursuit of PAEA exam completion as part of my PA education, and for no other purpose. I agree that I will not discuss or disclose PAEA Examination Content orally, in writing, on the Internet, or through any other medium existing today or invented in the future. I agree that I will not copy, reproduce, adapt, disclose, or transmit PAEA Examination Content, in whole or in part, or assist or solicit anyone else in doing the same. I further agree that I will not reconstruct PAEA Examination Content from memory, by dictation, or by any other means, for any purpose. I understand that prohibited acts under these terms include, but are not limited to: describing questions, answer choices, keyword feedback, hypothetical scenarios, reading passages, images, or graphics from any PAEA Assessment Exam; identifying terms or concepts contained in exam questions or responses; sharing answers to questions; referring others to information I saw on the exam; reconstructing a list of topics on the test; and soliciting or discussing exam questions, answer choices, reading passages, images, graphics, or topics in person, through telephonic or electronic communication, or on Internet "chat" rooms, social media, private or public groups, message boards, forums, or through any other means of communication.

I also understand and agree that if I provide false or misleading information to PAEA at any time, violate the terms of this Examinee Agreement, refuse to comply with any directions given to me by a proctor or faculty member, engage in any activity that may compromise the validity, integrity, or security of any PAEA Assessment Exam, or fail to fully cooperate in any investigation related to PAEA Assessment Exams, that PAEA may, in its sole discretion, directly or through its authorized representatives:

- Interrupt, suspend, and/or terminate the administration of my PAEA Assessment Exam;
- Withhold, cancel, or invalidate PAEA Assessment Exam scores;
- Prohibit or disqualify me from taking PAEA Assessment Exams for a fixed period of time or permanently;
- Impose special conditions of taking future PAEA Assessment Exams; and
- Pursue a legal action against me based upon my conduct in violation of the Examinee Agreement and/or applicable laws.

You are reminded that you are required to report any violations of the Examinee Agreement to PAEA, which you can do by submitting a confidential report at <https://paeaonline.ethicspoint.com>.

To read the full Examinee Agreement again, please visit our PAEA Assessment Exam Policies <https://paeaonline.org/exampolicies>.

## Proctor Agreement

The Proctor Agreement includes the responsibilities of monitoring an exam and enforcing PAEA and program policies for appropriate exam behavior. Proctor users agree to this statement before entering the Exam Delivery Platform.

THIS PAEA PROCTOR AGREEMENT, including all documents incorporated by reference herein (the "Proctor Agreement"), is made as of the date it is electronically executed by the Proctor ("Effective Date"), by and between the person signing this agreement ("Proctor") and Physician Assistant Education Association ("PAEA") (collectively, the "Parties") to set forth the terms under which Proctor will serve as an authorized participant in the delivery, protection, and administration of PAEA Examinations at the university that employs them.

1. Proctor hereby agrees to accept and perform the responsibilities of a **"Proctor"** for the PA Program that employs them in strict accordance with the terms of this Proctor Agreement and all policies and procedures set forth in detail in the current version of the PAEA Assessment Exam Policies.
2. Proctor acknowledges that they have received access to and reviewed the current version of the PAEA Assessment Exam Policies <http://paeaonline.org/exampolicies>.
3. Proctor further agrees to accept and perform the responsibilities of a Proctor and to administer PAEA Examinations in strict accordance with the policies and procedures set forth in the current version of the PAEA Assessment Exam Policies as well as any updated written policy or directive from PAEA, which may supersede or amend policies and procedures in the current version of the PAEA Assessment Exam Policies in PAEA's sole discretion as communicated to Proctor.
4. Proctor understands and acknowledges that all Proctors must meet the following requirements to be approved by PAEA and participate in PAEA Examination administrations:
  - a. Proctors shall be at least 18 years of age and must be employees of the university for which they are serving as a proctor.
  - b. Prior to participating in the administration of PAEA Examinations administered at the PA Program for which they are serving as a proctor, Proctors must acknowledge, accept, and submit this agreement to PAEA.

- c. Prior to participating in the administration of any PAEA Examination, Proctors must read the current version of the PAEA Assessment Exam Policies.
  - d. Proctors shall not participate in the administration of PAEA Examinations for any student to whom they are related by blood, adoption, or marriage, or with whom they reside.
5. Proctor represents and warrants that they presently meet the qualifications of Proctors set forth above and that they will immediately cease participating in PAEA Examination administrations if they no longer meet the required qualifications.
6. Proctor understands and acknowledges that PAEA is the exclusive owner of all PAEA Examinations, including the questions, reading passages, answer choices, graphic images and all related examination content contained within PAEA Assessment Exams (“PAEA Examination Content”), which constitute trade secrets and are protected by United States copyright laws. Proctor will use their best efforts to maintain the confidentiality of all PAEA Examinations and will only administer PAEA Examination Content as explicitly authorized by PAEA pursuant to the current version of the PAEA Assessment Exam Policies.
7. Proctor shall use their best efforts to ensure the integrity, security, protection, confidentiality, and nondisclosure of all PAEA Examination content and shall strictly abide by all test security policies and procedures set forth below and in the current version of the PAEA Assessment Exam Policies.
  - a. Proctors shall not access, view, use, discuss, disseminate, or disclose PAEA Examination Content orally, in writing, on the Internet, or through any other medium existing today or invented in the future.
  - b. Proctor shall not possess, copy, reproduce, duplicate, adapt, or transmit PAEA Examination Content, in whole or in part, or assist or solicit anyone else in doing the same under any circumstances.
  - c. Proctor shall not solicit, reconstruct, or dictate PAEA Examination Content for any purpose.
  - d. Proctors shall not attempt in any way to coach, prompt, or influence a response of a student to any PAEA Examination question during the administration of a PAEA Examination, and shall not ask any other individual to disclose PAEA Examination Content.

- e. Proctors shall not define, clarify, or rephrase any reading passage, equation, chart, graphic image, question, other text, or response option contained within PAEA Examinations during the administration of any PAEA Examination for any purpose.

Proctor understands that prohibited acts under these terms (a) through (e) include, but are not limited to: describing questions, answer choices, keyword feedback, hypothetical scenarios, reading passages, images, or graphics from any PAEA Assessment Exam; identifying terms or concepts contained in exam questions or responses; providing or sharing answers to questions; referring others to information Proctor obtains through the exam administration process; reconstructing a list of topics on the exams; and soliciting or discussing exam questions, answer choices, reading passages, images, graphics, or topics in person, through telephonic or electronic communication, or on Internet "chat" rooms, social media, private or public groups, message boards, forums, or through any other means of communication. Proctor affirms not to have engaged in any such conduct prior to administration of a PAEA Assessment Exam and that Proctor will not engage in such conduct during or after the administration of an exam.

- f. The only persons authorized to access or view the secure contents of PAEA Examinations are registered students taking PAEA Examinations during an authorized, scheduled administration of a PAEA Examination. Notwithstanding the foregoing, a Testing Accommodations Reader duly approved as an accommodation for the student by the university is authorized to access or view PAEA Examination content for the exclusive purpose of providing testing accommodations to a registered student approved by the PA Program to receive such a testing accommodation.
- g. Proctor shall provide vigilant and continuous monitoring of all PA Program employees, independent contractors, designees, agents, students, visitors before, during, and after administrations of PAEA Examination administrations to prevent and detect:
  - i. unauthorized access to PAEA Examination Content;
  - ii. the use of any device to copy, photograph, record, stream, or capture PAEA Examination Content;



- iii. any action that could affect the validity of PAEA Examination scores; and
  - iv. any action that could facilitate or enable the unauthorized disclosure or dissemination of PAEA Examination Content, in whole or part.
8. Proctor agrees that they will immediately notify PAEA by following the procedures provided at <https://paeaonline.ethicspoint.com> of any reported or suspected violation of the policies and procedures set forth in the current version of the PAEA Assessment Exam Policies and/or this Proctor Agreement.
  9. Proctor agrees that he/she will fully cooperate with any audit or investigation by PAEA or its designees related to the integrity, security or administration of any PAEA Examination, and that upon receiving notice from PAEA that it is conducting an investigation related to the examination, disclose to PAEA all knowledge that could potentially relate to the investigation; produce all documents, data, and materials requested by PAEA in Proctor's possession; submit to an interview if requested; and truthfully and completely answer all questions asked by or on behalf of PAEA. Failure to do so is a violation of this agreement that may result in PAEA taking action against Proctor as provided in paragraph 13 below.
  10. Proctor agrees that PAEA's Privacy Policy (<https://paeaonline.org/privacy-policy>) shall govern PAEA's use of Proctor's personal data collected and processed in connection with the administration of PAEA Assessment Exams, and that additional information concerning PAEA's collection, transmission, processing, disclosure, and retention of personal data can be found in PAEA'S Privacy Policy.
  11. Proctor agrees that they are not an employee, co-employee, contractor, or agent of PAEA.
  12. Proctor shall not communicate with any member of the media or any third party (not including the PA Program or PA Program employees) or make any public statements of any kind or in any forum, including but not limited to social media and other online forums, regarding PAEA Examination Content, policies, or procedures. If Proctor receives an inquiry from the media related to PAEA Examinations or PAEA, Proctor shall promptly notify the Program Director for the PA Program.
  13. Proctor acknowledges and understands that any violation of this Proctor Agreement, the PAEA Assessment Exam Policies, and/or applicable law could result in PAEA (a) notifying the PA Program that designates Proctor about the matter and (b) taking action against the Proctor which may include, but is not limited to, prohibiting

Proctor from participating in PAEA Examination administrations or pursuing a legal action against Proctor based upon the conduct that is in violation of this Proctor Agreement, the PAEA Assessment Exam Policies and/or applicable laws.

14. Proctor acknowledges and agrees that PAEA shall not have any liability for the administration of the PAEA Assessment Exams or the results of a report of Proctor misconduct to the PA Program or university that employs Proctor and Proctor hereby releases and holds harmless PAEA for all liability of any kind arising out of the administration of the PAEA Assessment Exams and the furnishing of information by PAEA about or relating to Proctor to the PA Program or university to which Proctor is employed.

BY CLICKING THE BOX BELOW, PROCTOR IS ACKNOWLEDGING THAT THEY HAVE REVIEWED AND EXECUTED THIS PAEA PROCTOR AGREEMENT, INCLUDING ALL DOCUMENTS INCORPORATED BY REFERENCE HEREIN, AND THAT THEY ARE LEGALLY BOUND TO COMPLY WITH THIS AGREEMENT IN ORDER TO SERVE AS A PROCTOR FOR PAEA EXAMINATIONS.