Jersey College
Practical Nursing Entrance Exam

RULES FOR TEST PARTICIPATION

1. **COMPLIANCE:** I understand that if I fail to comply with the rules and requirements specified or referenced in this these Rules for Test Participation, and communicated to me, orally and/or in writing (collectively, the “Rules”), 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 Test fee can be applied toward the cost of any future testing fees, I may not be permitted to register for future test administrations, my registration may be canceled, I may be required to take the test(s) under controlled conditions, and other actions may be pursued.

2. **ADMISSIONS:** I understand that planned Practical Nursing start dates may change, be cancelled or be eliminated without notice. In addition, I understand that while the Test score will be used as part of the acceptance criteria into the Practical Nursing program offered by Jersey College, a passing score on the Test does not guarantee admission. I also understand that denial of admission into the Practical Nursing program or the changing, cancellation or elimination of a planned Practical Nursing program will not entitle me to a refund of the Test fee.

3. **EXAM RETAKES:** I understand that I must wait two weeks before a retake is allowed (unless special permission is granted by Jersey College or I have participated in a Jersey College tutoring sessions). If I fail the second exam, I must wait six (6) months to take the exam for the third time (unless special permission is granted by Jersey College).

4. **IDENTIFICATION:** I understand that I may not be admitted to the testing room if I do not have the proper identification. Proper identification consists of two pieces of positive identification, one of which contains a recent photograph and signature I.D. (such as a driver’s license, passport or state issued identification card). If I am refused admission to the Test, I will be considered absent from the Test and will receive no refund or credit of any kind.

5. **LATE ARRIVAL:** I understand that if I arrive after a Test administration has begun, I will be refused admission to the Test, in which case I will be considered absent and I will receive no refund or credit of any kind.

6. **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 session. I agree not to communicate with other examinees or any unauthorized persons in any way during the Test administration nor to engage in any other form of misconduct. I agree not to engage in behavior that would disrupt or unfairly affect the performance of myself or other examinees. I agree to cooperate with testing personnel. If I fail to comply with these provisions, I may be dismissed from the test site and 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 Jersey College.

7. **TEST SECURITY**
   a. **Test Property:** I understand that all test questions, answers and all other test materials and any portion thereof or information relating thereto (referred to below as the “Test Materials”) are the sole property of a third-party. I understand and acknowledge that the Test Materials 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. 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 the Test Materials from the testing room or to disassemble, copy, or reproduce the Test Materials (or information derived therefrom) in whole or in part, by hand or with the use of any electronic, or any other type of, device of any nature.
   b. **Test Materials:** I understand that I will not be permitted to bring or use during the Test: Notes, cellular phones, calculators, electronic information or communication devices, or any other unauthorized aid (collectively referred to below as “Unauthorized Aids”). Throughout the Test session, I will have nothing on my desk but pencils, erasers, provided scrap paper and my photo identification.

I understand that if, despite my foregoing promises and agreements in Rules 9a and 9b above, Test administrators have a reasonable suspicion that I have or may have in my possession any Test Materials, Notes, and/or Unauthorized Aids, I will immediately turn over any such Test Materials, Notes, and/or Unauthorized Aids in my possession to the Test administrators at
any time upon their request. If I should fail or refuse to do so, or if the Test administrators believe in good faith that I have not
turned over all such Test Materials, Notes, and/or Unauthorized Aids in my possession, the test administrators may search my
person and my personal possessions for such Test Materials, Notes, and/or Unauthorized Aids and may remove them. Any such
Test Materials, Notes, and/or Unauthorized Aids that I may have may be retained for as long as may be required for the purposes
referred to in Rule 1 above. Test administrators and Jersey College are not responsible for Unauthorized Aids or other prohibited
material confiscated by them or otherwise turned over by me. In the event of a possible breach of Test security, I agree to
cooperate with testing personnel and I hereby consent to any such reasonable search and to any incidental contact with my
person or my possessions that may result from such a search before my dismissal from the Test site. Moreover, I hereby waive
any claim that I might otherwise have based upon any such search or contact. If I fail to comply with these conditions, 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.

8. NONDISCLOSURE OF TEST MATERIALS: Because of the obvious necessity that the Test Materials be kept confidential and
secure from disclosure in order to fairly and effectively perform the test functions for which they were designed, and because
any disclosure of part or all of the contents of the Test Materials to anyone might render them unusable for future test
administrations, I promise and agree that I will not disclose the Test Materials or any part of them (including the form, subject
matter, substance, and wording of any test question or any answer thereto) to anyone for a period of one (1) year from the date of
the test administration to which such Test Materials pertain. I understand and agree that if I should violate this agreement of
nondisclosure, I may be liable in damages for costs (including redevelopment costs) incurred as a result of any breach of this
agreement, and I may also be subject to other legal and equitable remedies (including injunctive relief) for any such breach.

9. TEST SESSION: I agree and understand that after admission to the Test site, I may not leave the test site for any reason until I
have been officially dismissed and all of my Test Materials have been collected by a test administrator. Once I have completed
the Test, or at the end of the session, my Test Materials will be collected and I will be dismissed. Once dismissed, I must leave
the test site.

10. TEST SCORE REPORTING: I understand that my Test score will be reported to me. The typical timeframe is one week from
the date of testing. I understand that any information provided as a part of testing may be used to report scores or to contact me
regarding test- or program-related issues.

11. VOIDED SCORE: I understand that if I fail to comply with the rules and requirements set forth in these Rules for 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, Jersey College may void my Test and no refund shall be given.

12. VALIDITY OF SCORE: I understand that my test scores are valid for up to six (6) months from the date I take the examination.
Notwithstanding the foregoing, I understand and agree that Jersey College may, in its sole discretion, after I take the Test (i)
discontinue offering such examination and/or (ii) change, modify or alter the admission criteria for entrance into the Practical
Nursing program, including increasing the minimum passing score on the Test. In such cases, I understand and agree that I must
meet such new admission criteria and, in the case of discontinute of the Test, my test score will no longer be valid for admission
into the Practical Nursing program.

13. 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 scoring, the adequacy or accuracy of score reports, the adequacy or accuracy of information provided to me in
connection with the Test, and the adequacy of protection of examinee information will be limited to score correction or test
retake at no additional fee. I waive any and all rights to all other claims, specifically including but not limited to claims for
negligence arising out of any acts or omissions of Jersey College (including the employees, agents, contractors, or professional
advisors of Jersey College).

14. CONSIDERATION: For good and valuable consideration the receipt of which is hereby acknowledged (including the testing
fee), I make the promises set forth in this agreement.

15. PROGRAM CHANGES: I understand and agree that the testing program and these rules of testing are subject to change at the sole
discretion of Jersey College.

16. ARBITRATION: I agree and understand that any dispute or claim between me and Jersey College (or any company affiliated
with Jersey College, or any of its officers, directors, trustees, employees or agents) arising out of or relating to this agreement or
the Test, whether such dispute arises before, during, or after the Test and whether the dispute is based on contract, tort, statute, or
otherwise, shall be submitted to and resolved by individual binding arbitration pursuant to the terms described herein.
NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL, TO ENGAGE IN DISCOVERY, EXCEPT AS
PROVIDED IN THE APPLICABLE ARBITRATION RULES, OR OTHERWISE TO LITIGATE THE DISPUTE OR CLAIM
IN ANY COURT (OTHER THAN IN AN ACTION TO ENFORCE THE ARBITRATOR'S AWARD). FURTHER, I WILL
NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS
PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND
BINDING. OTHER RIGHTS THAT I WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

The arbitrator shall have no authority to arbitrate claims on a class action basis, and claims brought by or against me may not be
joined or consolidated with claims brought by or against any other person. Any arbitration hearing shall take place in the Tampa,
Florida. The prevailing party in any action or proceeding to enforce any provision of this agreement will be awarded reasonable
attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter. If the arbitrator determines that
any claim or defense is frivolous or wrongfully intended to oppress the other party, the arbitrator may award sanctions. The
Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1, et seq., shall govern this arbitration provision. This arbitration provision shall survive the termination of my relationship with Jersey College. The failure or refusal of either party to submit to arbitration as required by this agreement will constitute a material breach of this agreement. If judicial action is commenced in order to compel arbitration, and if arbitration is in fact compelled, the party that resisted arbitration will be required to pay to the other party all costs and expenses, including, without limitation, reasonable attorneys' fees and costs, incurred by the party to compel arbitration.

17. **RULES:** I understand that should any of these rules or any other requirement or provision contained in these Rules for Test Participation 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 for 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. These Rules for Test Participation constitute the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement, proposal, warranties and representations in connection with the services contemplated hereunder. This Agreement prevails over any conflicting or additional terms of any other communication. I agree that any legal action arising in connection with my registration for or participation in a Test administration shall be governed by the laws of and brought in the state of Florida, and I consent to personal jurisdiction in such state.