

## Exam Accommodation Policy and Procedure

<b>Authorized By:</b>	<b>G. Franklin Lewis</b>	<b>Date Authorized:</b>	<b>4/26/2016</b>
<b>Effective Date:</b>	<b>5/31/2016</b>	<b>Last Amendment Date:</b>	<b>6/11/2018</b>
<b>Version Number:</b>	<b>3</b>	<b>Document Number:</b>	<b>PR-PA-CD-4022</b>

<b>Implementation &amp; Review:</b>	<b>Vernon W. Stout, CTO</b>
<b>Superseded Document:</b>	
<b>Related Documents:</b>	<b>Test-Site Translation Policy and Procedure</b>

Any questions or concerns with this Policy and Procedure document should be referred to the first-line supervisor. If questions are not resolved, follow the organizational chart.

### 1.0 Purpose

The purpose of this policy is to set forth standards and processes for providing accommodation during proctored exam sessions.

### 2.0 Scope

It is the policy of AboveTraining Inc. <sup>TM</sup> (DBA StateFoodSafety) to comply with the Americans with Disabilities Act so as not to discriminate during the exam process against qualified individuals with disabilities.

### 3.0 Definitions

For the purposes of these procedures, the following definitions and connotations apply:

- *Proof of disability*
  - Reasonable documentation from the qualified individual's physician, licensed healthcare practitioner, or other appropriate professional explaining the disability and why an accommodation is necessary.
- *Qualified individual*
  - An examinee who has a documented physical or learning disability that inhibits their ability to otherwise perform successfully on the exam.

### 4.0 Accommodation Policy

The Americans with Disabilities Act states that qualifying individuals are eligible to receive testing accommodation for physical or learning disabilities. Reasonable accommodations may include, but are not limited to:

- Holding exam sessions in accessible locations;
- Providing increased distance between an examinee and other examinees to decrease distractions;

- Allowing a qualified individual to use a noiseless handheld device that can be manipulated (such as a stress ball) during the exam;
- Allowing a qualified individual to arrange for a reader or language interpreter;
- Arranging for an examinee to take the exam alone or in a separate room; and
- Providing increased time to take the exam, up to one extra hour.

Examinees should request extended time only if their disability causes them to work more slowly than other examinees. Accommodation for additional time must be requested and approved in advance of an examination session, and not once an examinee has run out of time. If a different reasonable accommodation can be used in place of extended time, this accommodation should be used instead.

Examinees may request to take the exam in a separate room. This accommodation is allowable if all examinees are correctly proctored. This accommodation can be provided by proctoring a session for one examinee or by arranging for a co-proctor and an additional exam location nearby.

Examinees who require a reader or translator must take the exam during a separate exam session or in a separate room to avoid disrupting other examinees. If the examinee will take the exam in separate room, a co-proctor must be scheduled for the exam session to monitor the examinee(s) and reader or translator.

Examinees requiring accommodation who take the exam through a testing center or remote proctoring agency must adhere to the testing center or proctoring agency's accommodation policies. (1/10/2017)

Translation or glossary materials provided by StateFoodSafety may not be used during the exam. (6/11/2018)

## **5.0 Procedure to Request Reasonable Accommodation**

If you are a qualified individual with a disability, and you believe that you require a change or adjustment to the exam administration process, you may request a reasonable accommodation. You, or someone acting on your behalf, may complete an Exam Accommodation Application and submit that form to your proctor.

Although you may request a specific accommodation, if more than one possible accommodation is available that will meet your needs, StateFoodSafety reserves the right to choose which accommodation will be provided. If an accommodation that StateFoodSafety or your proctor proposes will not meet your needs, you will need to explain why before alternate accommodation methods will be provided.

StateFoodSafety and the proctor do not need to provide an accommodation if doing so would create an undue hardship. StateFoodSafety reserves the right to memorialize any such request in written form for record-keeping and quality assurance.

Accommodations can only be accepted if they are arranged before the session. If examinees need an accommodation that is not scheduled, they can reschedule their exam to arrange for the needed accommodation.

The qualified individual is required to:

- Submit an Exam Accommodation Application to his or her proctor a minimum of ten (10) business days before the exam session.
- Provide proof of disability to the proctor.
- Discuss accommodation options with the proctor, as needed.
- Secure his or her own test aide reader or translator, as needed.
  - Ensure that these individuals sign a StateFoodSafety Confidentiality and Nondisclosure Agreement and Conflict of Interest Disclosure. Submit these statements to the proctor.
  - Ensure that readers complete a Reader Application. Submit this application to the proctor.
  - Ensure that translators complete a Test-Site Translation Application. Submit this application to the proctor.
  - If a reader or translator has been previously approved by StateFoodSafety to translate the exam within the last 12 months, he or she does **not** need to resubmit the application.

Examinees who require accommodations during a remotely proctored session must submit their Exam Accommodation Applications and proof of disability directly to StateFoodSafety. StateFoodSafety must approve the accommodation before the examinee registers for the remotely proctored exam. (1/10/2017)

Examinees who require accommodations at a testing center must follow the testing center's standard procedures for requesting accommodation. (1/10/2017)

The qualified individual will **not**:

- Demand an accommodation that StateFoodSafety or the proctor cannot provide.
- Use his or her accommodation to facilitate cheating in any way, shape, or form.

The proctor is required to:

- Check the proof of disability to verify the need for an accommodation if the disability is not obvious.

- Discuss accommodation options with the examinee as needed and offer ideas for reasonable accommodation.
- Inform all co-proctors of accommodation before the exam session.
- Consult Exam Accommodation Application and work directly with the examinee to arrange the following accommodations:
  - Sign language interpreter
  - Specific spacing to help an examinee focus
  - Handheld device (e.g., stress ball) use
  - Isolated exam location
- Ensure that all examinees during an exam session, including those in an isolated exam location, are appropriately proctored.
- Submit the Exam Accommodation, Test-Site Translation, and/or Exam Reader applications and a Confidentiality and Nondisclosure Agreement and Conflict of Interest Disclosure, if required, to StateFoodSafety to receive approval for the following accommodations:
  - Increased exam time
  - In-exam translation
  - Exam reader
- Notify the examinee if StateFoodSafety approves or rejects Exam Accommodation, Test-Site Translation, and/or Exam Reader applications.
- Take care to ensure that the security of the examination is maintained.
- Contact StateFoodSafety customer support during normal business hours if he or she is unsure if an accommodation is appropriate.
- Record the accommodation in the “Notes” section after the exam session.
- Send the accommodation-related applications and confidentiality agreements to StateFoodSafety via mail, email, or fax.

The proctor will **not**:

- Provide an accommodation by revealing examination contents.
- Provide an accommodation that could damage the integrity of the examination session or the examination itself.
- Allow individuals with any conflict of interest to provide an accommodation during the session.

## 6.0 Revision History

- 1/31/2017—Added considerations for remote proctoring and exam centers.
- 6/11/2018—Removed allowances for translation dictionaries and devices.

# Exam Accommodation Application

Complete this form and submit it to your proctor a minimum of **ten (10) business days** before the exam session. Your proctor will notify you when your request has been approved or denied.

## Part I. Examinee Information

Name:	
Phone Number:	
Email Address:	
Exam Session Date:	Time:

## Part II. Accommodation Request

*(Select all that apply)*

- Reduced distractions (e.g., increased distance from other examinees)
- Handheld stress-relief item (e.g., stress ball)
- Exam reader (fill out *Reader Application* on page **6** and pages **8-9**)
- Test-site translation (fill out the *Test-Site Translation Application* on pages **7-9**)
- Other (please specify) \_\_\_\_\_

## Part III. Proof of A.D.A. Disability

Submit documentation of the disability (**not** required for examinees requiring test-site language translation) that meets the following criteria:

- Written by a professional qualified to evaluate the disability
- Current (within 3 years, if possible)
- Includes examinee's name, date of birth, and date of diagnosis or evaluation
- States the specific diagnosis
- Includes a description of current functional limitations

If more than one possible accommodation is available that will meet your needs, StateFoodSafety reserves the right to choose which accommodation will be provided. If an accommodation that StateFoodSafety or your proctor proposes will not meet your needs, you will need to explain why before alternate accommodation methods will be provided. StateFoodSafety reserves the right to memorialize any such request in written form for record-keeping and quality assurance.

<b>Proctor Use Only</b>	
<input type="checkbox"/> Approved	_____
	Accommodation
<input type="checkbox"/> Not Approved	_____
	Reason (if not approved)

*Note to Proctors: You are authorized to approve the first two accommodations types listed on this application. If an accommodation requires additional application materials or if the examinee selects "Other," please send all completed application materials to StateFoodSafety for approval.*

# Reader Application

Examinees with disabilities that affect reading may **hire and pay for** a qualified and approved reader to read the StateFoodSafety Certified Food Protection Manager Exam during the exam session. Complete this form and submit it to your proctor a minimum of **ten (10) business days** before the exam session. Your proctor will notify you when your request has been approved or denied.

## Part I. Reader Information

Name:
Phone Number:
Email Address:

## Part II. Reader Requirements

- No personal relationship with the examinee, including being a relative, friend, examinee, co-worker, employer, or employee
- May not have Food Protection Manager Certification or a vested interest in Food Protection Manager Certification
- Will not provide cues to the examinee(s) or answer questions during the exam
- Read and sign the *Confidentiality and Nondisclosure Agreement* and *Conflict of Interest Disclosure* on pages **8–9**
- Administer the exam in a separate room

If the chosen reader is not approved, the examinee may submit an appeal within **seven (7) days of notice**, or may choose and submit an application for a different reader.

<b>Reader</b>
Name (Printed) _____
Signature _____
Date _____
<b>StateFoodSafety</b> ( <i>Proctors, send all application pages to StateFoodSafety for approval</i> )
<input type="checkbox"/> Approved
<input type="checkbox"/> Not Approved _____
Reason (if not approved)

# Test-Site Translation Application

Examinees with limited proficiency in English may **hire and pay for** a qualified and approved translator to translate the StateFoodSafety Certified Food Protection Manager Exam during the exam session. Complete this form and submit it to your proctor a minimum of **ten (10) business days** before the exam session. Your proctor will notify you when your request has been approved or denied.

## Part I. Translator Information

Name:
Phone Number:
Email Address:

## Part II. Translator Requirements

- Fluent in both English and the translation language
- Recognized skill in language translation
- Training in the principles of objective exam administration
- No personal relationship with the examinee, including being a relative, friend, examinee, co-worker, employer, or employee
- May not have Food Protection Manager Certification or a vested interest in Food Protection Manager Certification
- Must be able to supply reference or other proof of competencies and professional acumen

Translators are required to:

- Read and sign the *Confidentiality and Nondisclosure Agreement* and *Conflict of Interest Disclosure* on pages **8–9**.
- Attach at least **three (3) references** (or other proofs) that verify translation credentials.
- Provide the full translation accommodation agreed upon by the examinee, the proctor, and StateFoodSafety, with no additions or detractions.
- Prevent the accommodation from facilitating cheating in any way shape or form.
- Act in accordance with high ethical and testing standards.
- Administer the exam in a separate room.

If the chosen translator is not approved, the examinee may submit an appeal within **seven (7) days of notice**, or may choose and submit an application for a different translator.

<b>Translator</b>
Name (Printed) _____
Signature _____
Date _____
<b>StateFoodSafety</b> ( <i>Proctors, send all application pages to StateFoodSafety for approval</i> )
<input type="checkbox"/> Approved
<input type="checkbox"/> Not Approved _____
Reason (if not approved)

**CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

This Agreement is effective as of the date below ("Effective Date"), by and between AboveTraining Inc., a Utah corporation having a business address at 507 East Technology Ave., Suite 3100, Orem, UT 84097 ("ATI"); and the person or entity described on the signature page below, having an address given therein ("Assistant"). ATI and Assistant are referred to herein as "Parties" and individually as "Party."

ATI and Assistant recognize the need for ATI to disclose to Assistant certain Confidential Information regarding ATI's confidential examination materials for food handler or manager examinations to be used only for Assistant providing confidential assistance to applicants taking the examination. ("Purpose") while insuring that such Confidential Information is protected. In consideration of the disclosure of such information by ATI, Assistant agrees as follows:

1. **Definition.** This Agreement shall apply to all Confidential Information disclosed by ATI to Assistant. "Confidential Information" means nonpublic information designated by ATI as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential, including without limitation, examination materials, documents generated by the Assistant in carrying out the Purpose and related documents and information, and includes but is not limited to any verbal, electronic or written information, emails, text messages, materials, items and documents.
2. **Nondisclosure and nonuse.** Assistant agrees to hold said Confidential Information in strict confidence and not to disclose the Confidential Information to any third parties for any reason. Assistant also agrees to use the Confidential Information only for the Purpose stated above. Assistant may not disclose the Confidential Information to anyone, including its employees and contractors without prior written permission of ATI.
3. **Copies and Disassembling.** Assistant shall not make copies of any documents containing Confidential Information.
4. **Notice of Misappropriation.** Assistant shall promptly inform ATI in writing of any misappropriation, unauthorized use, or disclosure of the Confidential Information and shall cooperate with ATI in every reasonable way in ATI's efforts to prevent further disclosure and to obtain possession of the misappropriated Confidential Information.
5. **Return of Materials.** Upon completion of the Purpose or upon request from ATI, Assistant shall return to ATI all documentation, materials and other items containing the Confidential Information and all copies thereof that are in Assistant's possession or control.
6. **Ownership, License.** Assistant recognizes and agrees that, as between the parties hereto, ATI is the sole owner of the Confidential Information and that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to Assistant with respect to the Confidential Information or otherwise. Assistant does not own any translation or other document generated by Assistant in connection with this Agreement or otherwise.
7. **Term.** The obligations herein shall survive any relationship between the parties and continue indefinitely.
8. **Equitable Relief and Fees.** Assistant acknowledges that the unauthorized disclosure or use of the Confidential Information could cause irreparable harm and significant injury that may be difficult to ascertain. Accordingly, Assistant agrees that ATI shall have the right to seek an immediate injunction enjoining any breach of this Agreement, in addition to any other remedies to which it may be entitled including money damages. In any action to enforce this Agreement, the prevailing party will be entitled to its attorney's fees in addition to any other recovery awarded.
9. **General Terms.** This Agreement shall be binding on the successors and assigns of the parties hereto. This Agreement constitutes the entire agreement of the parties with respect to the subject matter in this Agreement and supersedes all prior oral or written agreements or understandings with respect to that subject matter. This Agreement shall only be modified in writing by document signed by both Assistant and ATI. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, and the parties consent to exclusive jurisdiction and venue in the state and federal courts having jurisdiction for Utah County, Utah.

Effective Date: \_\_\_\_\_

Assistant: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and email: \_\_\_\_\_

**Accepted by AboveTraining Inc.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Conflict of Interest Disclosure

I affirm that I have no interests that conflict with my role in administering or assisting with administration of the StateFoodSafety Certified Food Protection Manager Exam. If I have any interests that could conflict with my duties or that could be seen as potentially conflicting, I will report these to the proctor of the exam and to StateFoodSafety. Interests that must be disclosed include but are not limited to:

- Being a Certified Food Protection Manager;
- Having a personal relationship with any examinees, whether they are friends, family members, employees, or co-workers;
- Having any other vested interest in Food Protection Manager examination or certification.

I also understand that I am not at liberty to discuss the content of the exam with any examinee nor to offer suggestions about the answers that the examinee should or should not select. I will not reveal the sensitive or confidential information that I have access to in my role during the exam, nor will I reveal the contents of the exam, including the material covered by it, specific questions in it, or specific answers to anyone.

I affirm that I will be honest and trustworthy in my role in the exam, promising to prevent the examinee from cheating in any way. I will act in accordance with high ethical and testing standards and uphold the copyright protections for the exam and the exam materials. I understand that failure to adhere to this code of ethics could result in disciplinary action.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_