

# 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 **2** and pages **4-5**)
- Test-site translation (fill out the *Test-Site Translation Application* on pages **3-5**)
- 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 **4–5**
- 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 **4–5**.
- 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 711 Timpanogos Parkway, Building M, Suite 3200, 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: \_\_\_\_\_