

## Exam Accommodation Policy and Procedure

Authorized By:	Accreditation Committee	Date Authorized:	4/26/2016
Effective Date:	5/31/2016	Last Amendment Date:	6/14/2021
Version Number:	5	Document Number:	PR-PA-CD-4022

Implementation & Review:	Chelsea Breeze
Superseded Document:	
Related Documents:	Test-Site Translation Policy and Procedure

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. These accommodations are intended to provide fair access to StateFoodSafety exams and to ensure that exams measure relevant knowledge and skills rather than a disability's effects. Accommodations do not guarantee that a candidate will pass an exam.

### 2.0 Scope

It is the policy of AboveTraining Inc. <sup>TM</sup> (DBA StateFoodSafety) to allow reasonable exam accommodations to individuals with disabilities. This policy is intended to address substantial physical or mental limitations compared to the general population that impact one or more major life activities.

### 3.0 Definitions

Refer to StateFoodSafety's controlled *Definitions* document to clarify the following terms:

- *Accommodation*
- *Appeal*
- *Certification*
- *Disability*
- *Exam session*
- *Examination (exam)*
- *Proctor*

### 4.0 Accommodation Policy

In compliance with the Americans with Disabilities Act, StateFoodSafety allows reasonable accommodations to improve exam access for candidates with disabilities. Candidates are invited

to work with StateFoodSafety and exam proctors to arrange an accommodation that meets the candidates' needs while preserving exam integrity and security.

All exams, including those with approved accommodations, must be administered by a trained proctor. If a test aide is required, the proctor may not act as the test aide. Exam accommodations must be arranged to avoid disruption for other exam candidates.

Personal items that are necessary to a candidate's health or mobility and do not impact the candidate's exam performance are preapproved and do not require an accommodation application.

StateFoodSafety and its proctors will not provide an accommodation if doing so will compromise the purpose, integrity, or security of the exam or create undue hardship.

## **5.0 Procedure to Request Accommodation**

Candidates with disabilities may submit an Exam Accommodation Application to request an accommodation. All accommodation requests will be evaluated on a case-by-case basis. StateFoodSafety reserves the right to memorialize accommodation requests in written form for record-keeping and quality assurance.

If more than one accommodation will meet a candidate's needs, StateFoodSafety reserves the right to choose which accommodation will be provided. If an accommodation proposed by StateFoodSafety or a proctor will not meet a candidate's needs, the candidate must explain why before other accommodation will be provided.

Accommodations must be arranged before the session. If a candidate needs an accommodation that is not scheduled, the candidate should reschedule the exam to arrange the accommodation. The candidate is required to:

- Submit an Exam Accommodation Application at least 15 business days before the exam session.
- Provide evidence of disability (if not obvious) with the application. Evidence may include:
  - A description of the limitations of the candidate and how it affects their ability to perform in an exam setting.
  - Specific recommendations for reasonable accommodations.
  - Documentation of previous accommodations for standardized exams.
- Discuss accommodation options with the proctor as needed.
- Arrange for his or her own test aide as needed.

- Ensure that test aides sign a StateFoodSafety Confidentiality and Nondisclosure Agreement and Conflict of Interest Disclosure. Submit these statements to StateFoodSafety.
- Ensure that test aides complete relevant applications. Submit the application(s) to StateFoodSafety.
- If a test aide has been approved by StateFoodSafety within the last 12 months, the aide is not required to resubmit the application for subsequent accommodations.

The candidate will **not** use an accommodation to facilitate cheating in any way, shape, or form.

The proctor is required to:

- Discuss accommodation options with the candidate and StateFoodSafety as needed.
- Ensure that all candidates during an exam session are appropriately proctored.
- Maintain the security of the examination.
- Maintain the security of the candidate's protected health information.
- Contact StateFoodSafety customer support with accommodation questions as needed.
- Document the accommodation after the exam session.

The proctor will **not**:

- Reveal examination contents.
- Provide an accommodation that could damage the integrity of the exam session or the examination itself.
- Allow individuals with any conflict of interest to provide an accommodation during the session.
- Disclose private medical information of candidates to any unauthorized persons or groups.

## 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.
- 3/6/2020—Clarified the definition of qualified professional, added list of pre-approved accommodations, expanded accepted documentation for proof of disability, prohibited disclosure of candidates' private medical information to unauthorized persons, and simplified list of relationships the constitute a conflict of interest for individuals providing exam accommodations.
- 6/25/2021—Clarified the policy purpose (1.0) and scope (2.0), condensed and reduced prescriptiveness of the definitions (3.0), policy (4.0), and procedures (5.0), and

lengthened the time allowed for StateFoodSafety (rather than proctors) to review accommodation applications. Also removed allowances for test-site translation.

# Exam Accommodation Application

Complete this form and submit it to StateFoodSafety at least **15 business days** before the exam session. StateFoodSafety will notify you when your request has been approved or denied.

## Part I. Candidate Information

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

## Part II. Accommodation Request

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

Submit documentation of the disability that includes a current (within three years, if possible) description of functional limitations.

If more than one 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>StateFoodSafety Only</b>	
<input type="checkbox"/> Approved	_____
	Accommodation
<input type="checkbox"/> Not Approved	_____
	Reason (if not approved)

# Reader Application

Candidates with disabilities that affect reading may arrange for a qualified an approved reader to assist during the exam session. Complete this form and submit it to StateFoodSafety at least **15 business days** before the exam session. StateFoodSafety 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 candidate, including being a relative, friend, or candidate
- May not have Food Protection Manager Certification or a vested interest in Food Protection Manager Certification
- Will not provide cues to the candidate(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 candidate may submit an appeal within **seven (7) days of notice** or may choose and apply for a different reader.

<b>Reader</b>	
Name (Printed)	_____
Signature	_____
Date	_____
<b>StateFoodSafety</b>	
<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, 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 Food Protection Manager Certification 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 exam proctor 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 candidates, whether they are friends or family members;
- 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 candidate nor to offer suggestions about the answers that the candidate 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 candidate 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: \_\_\_\_\_