

## **Examination Accommodations**

### **Policies and Procedures**

#### **Attachments:**

- **Application for Accommodation**
- **Application for Test-Site Translation**
- **Reader Application**
- **Confidentiality & Non-Disclosure Agreement**
- **Conflict of Interest Disclosure**

## **Examination Accommodations – Policies and Procedures**

### Policy

It is the policy of The Always Food Safe Company LLC to fully comply with all state and federal laws concerning accommodating candidates in accordance with the Americans with Disabilities Act (ADA).

***The Always Food Safe Company will never discriminate among candidates as to age, gender, race, religion, ethnic origin, sexual orientation, or disabilities.***

### Definition

An employee or prospective employee with a disability (ADA description), is a person who:

- Has a mental or physical impairment that substantially limits a major life activity
- Has a history or record of a substantially limiting impairment
- Is regarded as having a substantially limiting impairment

### Proof of Disability

- Reasonable documentation from a qualified individual's physician, licensed healthcare practitioner, or other appropriate professional describing the disability and why an accommodation is necessary.

### Reasonable Accommodation

Reasonable accommodations create a more level playing field for candidates in the testing environment. If a candidate with a disability wishes to take our examination, they may request a special accommodation.

The Proctor must accommodate all candidates that present, in advance, documented disabilities and allow them sufficient time to become knowledgeable with the navigation and use of the online examination.

**It is important to note that it is the examinee who is responsible for submitting all requests for exam accommodations and these must be done in advance of the exam.**

In the event of an examinee making a new request at the time of the exam, which has not been pre-approved, the examinee can either postpone the exam or take the exam without the requested accommodation. That decision should be taken by the examinee and is their own responsibility.

### Accommodations may include:

- Providing exam sessions in accessible locations
- Providing increased distance between a candidate and other candidates to reduce any distractions
- Allowing a qualified candidate to bring their own translation dictionary (for example, English-to-Spanish)
- Allowing a qualified candidate to arrange for a reader or language interpreter
  - Any qualified candidate who requires a **reader** must take the exam during a separate exam session or in a separate room to avoid disrupting other candidates. A co-

proctor must be scheduled for the exam session to monitor the candidate and reader.

- Any qualified candidate who require a **translator** must take the exam during a separate exam session or in a separate room to avoid disrupting other candidates. A co-proctor must be scheduled for the exam session to monitor the candidate and translator.
- Arranging for a candidate to take the exam alone or in a separate room if available
  - A qualified candidate may request to take the exam in a separate room to avoid distractions. This accommodation is allowable as long as ALL examinees are correctly proctored. This will usually be by the arrangement of a co-proctor and an additional secure, exam location nearby.
- Providing increased time to take the exam, up to one extra hour.
  - A qualified candidate whose disability causes them to work more slowly than other candidates should request an extended time period to complete the exam. This must be requested in advance and not when the candidate has run out of time at the exam.
- Allowing a qualified candidate to be permitted to bring special items into the testing room for medical purposes (such as food, drink, medication, sound devices, etc.).

#### Proctor Roles and Responsibilities

The proctor has certain responsibilities which are detailed below:

- Inform all co-proctors of accommodation requirements before the exam session.
- Consult the request for **Exam Accommodation Application** form that will be sent prior to the exam and if required, ideally before the testing day, work directly and in a confidential manner with the candidate to plan for the following accommodations:
  - Increased exam time
  - Exam reader
  - Sign language interpreter
  - Translation requirements, translation dictionary or translation device use
  - Specific spacing to help a candidate focus
- Ensure that all examinees during an exam session, including those in an isolated exam location, are appropriately proctored
- Ensure that the security of the examination is maintained

Proctors should consult with the Always Food Safe Company Compliance Department if they are unsure if an accommodation is appropriate.

In addition, a 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 any individuals with a conflict of interest to provide an accommodation during the session

### Translation Requirements

Although English as a Second Language is not considered a disability under the ADA, we will allow a foreign language translator to assist examinees who need have the examination interpreted.

For the proctor, this is relevant to providing accommodations because there will be a need to have the translator and examinee in a separate location from the other examinees, so as to minimize distractions to the other examinees. In addition, they may require extra time to allow for each question to be translated and read out loud.

### Testing Centers

Any qualified candidate requiring an accommodation who takes the exam through a testing center must also adhere to the testing centers accommodation policies. These will be provided prior to the scheduled examination date.

If an accommodation that The Always Food Safe Company or the proctor recommends will not meet the examinee's needs, the examinee will need to explain why before alternate accommodation methods can be provided.

Please note that The Always Food Safe Company and the proctor do not need to provide an accommodation if by doing so would create an undue hardship.

If a candidate requires an accommodation that is not scheduled, they can reschedule their exam to arrange for the needed accommodation.

### Procedures

Requests for testing accommodations must be reasonable, approved, and based upon appropriate documentation, and **MUST** be arranged prior to the scheduled examination.

Candidates requiring reasonable testing accommodations must arrange this with the Always Food Safe Responsible Officer (Awards and Examinations) by submitting an **Exam Accommodation Application** form **at least 10 business days prior to the requested accommodation** for taking the Always Food Safe Food Protection Manager Exam.

The Always Food Safe Company will coordinate with the Prometric Exam Center or with an approved Always Food Safe Proctor selected by the candidate, and respond via e-mail within **five business days** with an approval, denial, or modification request. As standard practice, all proctors **MUST** and **WILL** be notified of any examinee with special requirements prior to the examination date.

The qualified candidate is required to:

Provide Proof of Disability:

- Reasonable documentation from a qualified individual's physician, licensed healthcare practitioner, or other appropriate professionals, describing the disability and why an accommodation is necessary.

Detail the required accommodation options:

- Test Reader and/or Translator
- Secure their own test reader or translator, as needed.
- Ensure that the reader and/or translator signs an Always Food Safe Company **Confidentiality and Non-Disclosure Agreement** and a **Conflict of Interest Disclosure**.
- Ensure that the reader completes a **Reader Application** form.
- Ensure that translators complete a **Test-Site Translation Application** form.
- Submit all of the above signed agreements to the proctor at the testing facility.

Although English as a Second Language is not considered a disability under the ADA, we allow a foreign language translator to assist candidates who need have the examination interpreted.

This is relevant to providing accommodations because there will be a need to have the translator and examinee in a separate location from the other candidates, so as to minimize distractions to the other candidates. In addition, they may require extra time to allow for each question to be translated and read out loud.

Candidates requiring reasonable testing accommodations must arrange this with the Always Food Safe Compliance Department by submitting an **Exam Accommodation Application** form **at least 10 business days prior to the requested accommodation** for taking the Always Food Safe Food Protection Manager Exam.

The Always Food Safe Company will coordinate with the Prometric Exam Center or with an approved, Always Food Safe Proctor selected by the candidate, and respond via e-mail within **five business days** with an approval, denial, or modification request.

The Proctor must accommodate all candidates that present, in advance, documented disabilities and allow them sufficient time to become knowledgeable with the navigation and use of the online examination.

*If a request is denied, the examinee may submit an appeal via the Complaints and Appeals Form within 30 days of the denial.*

### Exam Accommodation Application

Please complete all **3 parts of this form** and submit it, along with all required documentation, to the **Always Food Safe Company at least 10 business days before the exam.**

The Always Food Safe Company will co-ordinate with the Prometric Testing Center or with an approved, Always Food Safe Test Administrator selected by the candidate, and respond via e-mail within five business days with an approval, denial, or modification request.

#### Part 1. Candidate/Examinee Information

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

#### Part 2. Accommodation Request

(Select/tick all that apply)

- ☐ Exam reader (fill out Reader Application form)
- ☐ Test-site translation (fill out the Test-Site Translation Application form and provide relevant documentation demonstrating need)
- ☐ Use of a translation dictionary (e.g., English-to-Spanish Dictionary)
- ☐ Reduced distractions (e.g., increased distance from other candidates or a separate room)
- ☐ Handheld stress-relief item (e.g., stress ball)
- ☐ Additional time
- ☐ Other (please specify) \_\_\_\_\_

Please ensure that all supporting documentation is attached to this form. If you are requesting to have a test-site language translator or wish to bring along a translation dictionary, you will need to provide documentation that demonstrates your need for this type of language assistance.

Requests which are submitted without supporting documentation will not be processed and will not be approved.

Please provide as much information as possible. If you need advice, please contact a member of our team on 1-844-312-2011. Alternatively email Exam Support at: [exam@alwaysfoodsafecompany.com](mailto:exam@alwaysfoodsafecompany.com)

### **Part 3. Proof of A.D.A. Disability**

Please submit documentation of the disability (**not** required for candidates requiring translation dictionary or test-site language translation) that meets the following criteria:

- Includes candidates name, date of birth, date of diagnosis or most recent evaluation
- Written by a medical professional qualified to evaluate the disability
- States the specific diagnosis
- Is current, ideally dated within the past three months
- Includes a detailed description of the limitations the disability places on the examinee

If more than one possible accommodation is available that will meet your needs, The Always Food Safe Company reserves the right to choose which accommodation will be provided.

If an accommodation that The Always Food Safe Company or your proctor proposes will not meet your needs, you will need to explain why before alternate accommodation methods can be provided.

### **The Always Food Safe Company Use Only**

Approved:	Accommodation:
Not Approved:	Reason:
Date:	

This form and required documentation can be mailed to: The Always Food Safe Company, attn. Awards and Examinations, 889 Montreal Circle, St. Paul, MN, 55102; or scanned and emailed to: [exam@alwaysfoodsafecompany.com](mailto:exam@alwaysfoodsafecompany.com).

### Reader Application

A candidate with a disability that affects their reading may use a qualified and approved reader to read The Always Food Safe Company, Certified Food Protection Manager Exam during the exam session.

Please complete this form and submit it to the **Always Food Safe Company at least 10 business days before the exam.**

The Always Food Safe Company will co-ordinate with the Prometric Testing Center or with an approved, Always Food Safe Test Administrator selected by the candidate, and respond via e-mail within five business days with an approval, denial, or modification request.

### Reader Information

Full Name:
Phone Number:
Email Address:

### Reader Requirements

	Agree	Disagree
You have no personal relationship with the examinee		
You are not a certified Food Protection Manager or have an interest in food protection		
You will not provide cues or assistance to the examinee relating to the exam questions		
You have read and signed the Non-disclosure and Confidentiality Agreement		

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.

### Reader

Name (Printed)
Signature
Date

This form and required documentation can be mailed to: The Always Food Safe Company, attn. Awards and Examinations, 889 Montreal Circle, St. Paul, MN, 55102; or scanned and emailed to: [exam@alwaysfoodsafecompany.com](mailto:exam@alwaysfoodsafecompany.com).



## Test-Site Language Translation

The purpose of this policy is to enable candidates with a limited proficiency in the English language to take the Always Food Safe, Certified Food Protection Manager Exam in the candidate's native language, using an approved translator.

### Policy

Candidates with a limited proficiency in English are able to **hire and pay** for a qualified and approved translator to translate the Always Food Safe, Certified Food Protection Manager Exam during the exam session.

A "Qualified Translator" is defined as an individual who is fluent in both languages with a recognized skill in translation and trained in the principles of objective exam administration.

***The translator must fully complete the application form and be approved by the Always Food Safe Company before translating the exam for the qualified candidate, (examinee).***

The candidate and interpreter must comply with the policies and procedures listed below.

### Procedures

The following procedures describe the responsibilities of the candidate and the translator.

#### Candidate Responsibilities

The qualified candidate is required to:

- Arrange for and compensate the qualified translator. The Always Food Safe Company is NOT responsible for any fees associated with the translation of the exam.
- The candidate is required to co-ordinate with the proctor and translator with regards to test-site translation, time, date and location of the exam.
- A candidate may choose to bring a dictionary to help translate words from English to the examinee's native language. The candidate MUST present the dictionary to the proctor for inspection and approval prior to the exam.
- Provide documentation that demonstrates your need for language translation assistance.

Submit an **Exam Accommodation Application** and a **Test-Site Translation Application** form to the Always Food Safe Program Manager **a minimum of ten (10) business days before the exam session. Also be sure to submit documentation that demonstrates your need for language translation assistance.**

If the translator has previously been approved by the Always Food Safe Company to translate the exam within the last 12 months, they do **not** need to re-submit the signed application forms.

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

### Translator Responsibilities

A candidate must understand what is required of a translator and this should be explained to the translator. The Always Food Safe Company can help with informing the translator of their roles and responsibilities if required.

A translator is expected to:

- Complete and sign the **Test-Site Translation Application**
- Sign a **Confidentiality and Non-Disclosure Agreement**
- Sign a **Conflict of Interest Disclosure** agreement to maintain the security of the exam prior to the examination.
- Be fluent in English and the required translation language.
- Have a recognized skill in language translation.
- Have training in the principles of objective examination administration.
- Have no personal relationship with the examinee, including being a relative, friend, co-worker, employer, or employee.
- Not hold current Food Protection Manager Certification.
- Prevent the accommodation from facilitating cheating in any way and demonstrate high ethical values with regards to testing standards.

A translator **MUST NOT**:

- Discuss the contents of the exam with the candidate.
- Assist the candidate in selecting exam answers.
- Disclose any or all of the contents of the exam, including specific questions and answers.

### Breach of Test-Site Translation Standards

Proctors will report any candidate or translator they believe are in breach of the test-site translation standards to The Always Food Safe Company.

Penalties for a breach of standards include:

- Denial or revocation of a candidate's certificate.
- Revocation of a translator's registration.
- If required, restitution of damages caused to The Always Food Safe Company as a result of the action.
- Referral for criminal prosecution, if applicable.

In the event of a breach of standards, at its discretion, The Always Food Safe Company will apply all, some, or none of the penalties and will notify the affected parties in writing.

The Always Food Safe Company will consider a written appeal submitted within seven (7) days of the receipt of penalty notice.

### Test-Site Translation Application

Any candidate with a limited proficiency in English may **hire and pay for** a qualified and approved translator to translate The Always Food Safe Company, Certified Food Protection Manager Exam during the exam session.

Please complete this form and submit it to the **Always Food Safe Company at least 10 business days before the exam.**

The Always Food Safe Company will co-ordinate with the Prometric Testing Center or with an approved, Always Food Safe Test Administrator selected by the candidate, and respond via e-mail within five business days with an approval, denial, or modification request.

#### Translator Information

Full Name:
Phone Number:
Email Address:

#### Translator Requirements

	Agree	Disagree
Fluent in both English and the translation language		
You have no personal relationship with the examinee		
Have a recognized skill in language translation		
You are not a certified Food Protection Manager or have an interest in food protection		
You will not provide cues or assistance to the examinee relating to the exam questions		
You are trained in the principles of objective examination administration		

**Translators are Required to:**

	Agree	Disagree
Read and sign the Confidentiality & Non-disclosure Agreement and Conflict of Interest Disclosure		
Attach references that verify their translation credentials		
Provide the full translation agreed upon by the proctor, and The Always Food Safe Company, with no additions or detractions		
Prevent the examinee from using this accommodation to cheat		
Administer the exam in a separate, private room, free from any distractions		

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

**Translator**

Name (Printed)
Signature
Date

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### **Confidentiality & Non-Disclosure Agreement**

This Agreement is effective as of the date below ("Effective Date"), by and between The Always Food Safe Company, LLC, and the person or entity described on the signature page below, therein the ("Assistant").

The Always Food Safe Company and Assistant are referred to herein as "Parties" and individually as "Party."

The Always Food Safe Company and Assistant recognize the need for The Always Food Safe Company to disclose to Assistant certain Confidential Information regarding The Always Food Safe Companies confidential examination materials for the Food Protection 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 The Always Food Safe Company, the Assistant agrees as follows:

1. Definition. This Agreement shall apply to all Confidential Information disclosed by The Always Food Safe Company to Assistant. "Confidential Information" means non-public information designated by The Always Food Safe Company 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 non-use. 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 The Always Food Safe Company.
3. Copies and Disassembling. Assistant shall not make copies of any documents containing Confidential Information.
4. Notice of Misappropriation. Assistant shall promptly inform The Always Food Safe Company in writing of any misappropriation, unauthorized use, or disclosure of the Confidential Information and shall cooperate with The Always Food Safe Company in every reasonable way in The Always Food Safe Companies 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 The Always Food Safe Company, Assistant shall return to The Always Food Safe Company 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, The Always Food Safe Company 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 The Always Food Safe Company 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 The Always Food Safe Company.

This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota, and the parties' consent to exclusive jurisdiction and venue in the state and federal courts having jurisdiction for Minnesota.

### Confidentiality & Non-Disclosure Agreement

Effective Date:

Assistant:	
Signature:	
Printed Name:	
Address:	
Phone Number:	
Email:	

**Accepted by** The Always Food Safe Company LLC

Signature:	
Printed Name:	
Title:	Responsible Officer (Awards & Examinations)
Date:	

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### **Conflict of Interest Disclosure**

I confirm that I have no interests that conflict with my role of administering or assisting with administration of The Always Food Safe Company, 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 The Always Food Safe Company

Interests that you must disclose:

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

I also understand that I am not allowed to discuss the content of the exam with any candidate or to offer suggestions or help 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 examination, 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 examination and the exam materials.

I understand that failure to adhere to this code of ethics could result in disciplinary action.

Name (Printed)
Signature
Date

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