

# Instructions for Reviewing Items

## **Background**

Items have been written to reflect the contents of the job task analysis and all five levels of Bloom's Taxonomy: Recall, Comprehension, Application, Analysis, Evaluation, and Synthesis. This hierarchy takes into consideration the cognitive demand of the examinee, beginning with basic recall of information and facts (recall) and progressing to synthesis and evaluation of situations. Please keep this in mind when reviewing items in the item bank. A lengthy item is not necessarily a "bad" item since oftentimes these types of items require examinees to pull together information and apply their knowledge of potentially more than one subject. However, if the *wording* of the item is confusing, or if the item contains unnecessary information that increases its reading difficulty, that is something that needs modification and your comments will be well received.

## **Item Review Guidelines:**

When reviewing the items, please pay close attention to all of the following:

Keeping all potential examinees in mind (culture, geographic location, age, educational level, etc.), in your opinion...

1. Does the item make sense?
2. Is the item clear and concise?
3. Is the item of appropriate reading difficulty?
4. Is the problem stated clearly in the stem?
5. Does the item address something that is actually done in practice?
6. Does the item test relevant material?
7. Is correct/unbiased terminology used?
8. Are the response choices (A, B, C & D) plausible?
  - a. Would other options make more sense?
  - b. Are there common errors that could possibly be included as response options that are missing?
9. Is there clearly only one correct answer?
10. Are there clues that indicate the correct answer?
11. Is the correct answer longer than the other response options?
12. Is the correct answer too obvious or too difficult?
13. Is the information contained in the item specific to one geographic region?
14. Is the item biased in any way (gender, ethnicity, religious group, sexual orientation, etc.)?
15. Overall, is the item bank biased in any of the aforementioned ways (Do items contain names?)
16. Are there grammatical errors?

## ServSafe® and ServSafe Alcohol® Style Guide

### ServSafe Product Line

ServSafe®	® on first reference in headline on every page, superscript.  ® on first reference in body copy on every page, superscript
ServSafe	Use for second reference and all subsequent references on that page. Use ServSafe® for first reference in headline and first reference in body copy on every page.
ServSafe's	Avoid
ServSafe food safety	
ServSafe program	
ServSafe, Fourth Edition	Avoid: "the fourth edition of ServSafe" and numerical versions such as "4E or 4th edition"

<i>ServSafe Coursebook</i>	
<i>ServSafe Coursebook, Fourth Edition</i>	

<i>ServSafe Essentials</i> textbook	Use textbook on first reference.
<i>ServSafe Essentials</i>	Use for second reference and subsequent references.
<i>ServSafe Essentials, Fourth Edition</i>	Use textbook on first reference.
<i>ServSafe Essentials, Spanish</i> textbook	Use textbook on first reference.
<i>ServSafe Essentials, Spanish</i>	
<i>ServSafe Essentials, Fourth Edition, Spanish</i>	
<i>ServSafe Essentials, Chinese</i> textbook	Use textbook on first reference.
<i>ServSafe Essentials, Chinese</i>	
<i>ServSafe Essentials, Fourth Edition, Chinese</i>	
<i>ServSafe Essentials, Korean</i> textbook	Use textbook on first reference.
<i>ServSafe Essentials, Korean</i>	
<i>ServSafe Essentials, Fourth Edition, Korean</i>	

ServSafe Examination Answer Sheet	ServSafe Examination Answer Sheet on first reference. ServSafe Exam Answer Sheet on subsequent references.
-----------------------------------	------------------------------------------------------------------------------------------------------------

ServSafe Exam Answer Sheet	ServSafe Examination Answer Sheet on first reference. ServSafe Exam Answer Sheet on subsequent references.
----------------------------	------------------------------------------------------------------------------------------------------------

ServSafe Examination Booklet	ServSafe Examination Booklet on first reference. ServSafe Exam Booklet on subsequent references.
ServSafe Exam Booklet	ServSafe Examination Booklet on first reference. ServSafe Exam Booklet on subsequent references.
ServSafe Examination Booklet, Large Print	
ServSafe Exam Booklet, Large Print	Second reference
ServSafe Examination Booklet, Spanish	
ServSafe Exam Booklet, Spanish	Second reference
ServSafe Examination Booklet, Chinese	
ServSafe Exam Booklet, Chinese	Second reference
ServSafe Examination Booklet, Korean	
ServSafe Exam Booklet, Korean	Second reference
ServSafe Examination Booklet, French Canadian	
ServSafe Exam Booklet, French Canadian	Second reference
ServSafe Examination Booklet, Japanese	
ServSafe Exam Booklet, Japanese	Second reference

ServSafe Food Protection Manager Certification Examination	
ServSafe Food Protection Manager Certification	

ServSafe Certified Instructor	First reference
Certified Instructor	Second reference
ServSafe Registered Proctor	First reference
Registered Proctor	Second reference

ServSafe Instructor Deluxe CD-ROM	
ServSafe Instructor Basic CD-ROM	
ServSafe Instructor Basic CD-ROM, Spanish	
ServSafe Instructor Basic CD-ROM, Chinese	
ServSafe Instructor Basic CD-ROM, Korean	
ServSafe Food Safety Showdown!	Always has an exclamation point (!).
<i>ServSafe Instructor Guide</i>	

ServSafe Food Protection Manager Training Online Course	
ServSafe Manager Online Course	Second reference

ServSafe Food Protection Manager Training Online Course, Fourth Edition	
ServSafe Manager Online Course	Second reference
ServSafe Food Protection Manager Certification Online Examination Voucher	
ServSafe Food Protection Manager Certification Online Examination	
ServSafe Online Exam	Second reference
ServSafe Food Protection Manager Certification Online Examination, Spanish	
ServSafe Food Protection Manager Certification Online Examination, Chinese	

ServSafe Complete Food Safety DVD	
ServSafe Complete Food Safety DVD Set – 6 individual DVDs	
ServSafe Introduction to Food Safety DVD	
ServSafe Overview of Foodborne Microorganisms and Allergens DVD	
ServSafe Personal Hygiene DVD	
ServSafe Purchasing, Receiving, and Storage DVD	
ServSafe Preparation, Cooking, and Serving DVD	
ServSafe Facilities, Cleaning and Sanitizing, and Pest Management DVD	
ServSafe Complete Food Safety VHS	
ServSafe Complete Food Safety VHS Set – 6 individual VHSs	
ServSafe Introduction to Food Safety VHS	
ServSafe Overview of Foodborne Microorganisms and Allergens VHS	
ServSafe Personal Hygiene VHS	
ServSafe Purchasing, Receiving, and Storage VHS	
ServSafe Preparation, Cooking, and Serving VHS	
ServSafe Facilities, Cleaning and Sanitizing, and Pest Management VHS	

ServSafe Portal	Use ServSafe Portal, Portal, or the name of the account followed by Portal (e.g., Dairy Queen Portal). Avoid the terms <i>portal page</i> and <i>landing page</i> .
-----------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------

<i>ServSafe Employee Guide</i>	
<i>ServSafe Employee Guide, Spanish</i>	
<i>ServSafe Employee Guide, Chinese</i>	
ServSafe Introduction to Food Safety CD-ROM	

Introduction to Workplace Safety CD-ROM	
-----------------------------------------	--

ServSafe Introduction to Food Safety CD-ROM	
---------------------------------------------	--

<i>ServSafe Examination Administration Handbook</i>	
<i>ServSafe Exam Administration Handbook</i>	Second reference
<i>ServSafe Examinee Handbook</i>	
<i>ServSafe News &amp; Updates</i>	
<i>ServSafe Insider</i>	

**ServSafe Alcohol Product Line**

ServSafe Alcohol <sup>®</sup>	<p>® on first reference in headline on every page, superscript.</p> <p>® on first reference in body copy on every page, superscript</p>
ServSafe Alcohol	Use for second reference and all subsequent references on that page. Use ServSafe Alcohol <sup>®</sup> for first reference in headline and body copy on every page.

<i>ServSafe Alcohol Fundamentals of Responsible Alcohol Service participant's guide</i>	
<i>ServSafe Alcohol Fundamentals</i>	Second reference

ServSafe Alcohol Instructor Toolkit with 5-in-1 DVD	
ServSafe Alcohol Instructor Toolkit with 5-in-1 DVD Set	
ServSafe Alcohol Instructor Toolkit with 5-in-1 Video	
ServSafe Alcohol Instructor Toolkit with 5-in-1 Video Set	

ServSafe Alcohol Instructor Toolkit with Video 5	
ServSafe Alcohol Instructor Toolkit with DVD 5	
ServSafe Alcohol Responsible Service Showdown! Game	Always has an exclamation point (!).
<i>ServSafe Alcohol Fundamentals of Responsible Alcohol Service Instructor Guide</i>	
ServSafe Alcohol Fundamentals of Responsible Alcohol Service Instructor CD-ROM	

ServSafe Alcohol Advanced Examination	
ServSafe Alcohol Advanced Exam	Second reference
ServSafe Alcohol Primary Examination	
ServSafe Alcohol Primary Exam	Second reference

ServSafe Alcohol Advanced Online Examination	
ServSafe Alcohol Advanced Online Exam	Second reference
ServSafe Alcohol Primary Online Examination	
ServSafe Alcohol Primary Online Exam	Second reference

*Note: Within the same page, formal names can be shortened from the formal name of the product for the third reference and beyond, but ServSafe must remain as part of the name.*

**Common Acronyms (See the Copy Guide for other acronyms.)**

ADA	Americans with Disabilities Act
ADAAG	ADA Accessibility Guide
ANSI	American National Standards Institute
CDC	Centers for Disease Control and Prevention
CFP	Conference for Food Protection
CHART	Council of Hotel and Restaurant Trainers
EPA	Environmental Protection Agency
FDA	Food and Drug Administration
FMP	Foodservice Management Professional
FSIS	Food Safety and Inspection Service
HACCP	Hazard Analysis Critical Control Point
IFC	International Food Safety Council
IFEC	International Foodservice Editorial Council
IFMA	International Foodservice Manufacturers Association
NACCHO	National Association of County and City Health Officials
NFSEM	National Food Safety Education Month

NMFS	National Marine Fisheries Service
OSHA	Occupational Safety and Health Administration
UL	Underwriters Laboratories
USDA	U.S. Department of Agriculture
WHO	World Health Organization

### Copy Guide

acknowledgment	Note the spelling.
Addresses	<ul style="list-style-type: none"> <li>• Use the abbreviations Ave., Blvd. and St. only with a numbered address: <i>1600 Pennsylvania Ave.</i></li> <li>• Spell them out and capitalize when part of a formal street name without a number: <i>Pennsylvania Avenue.</i></li> <li>• Lower case and spell out when used alone or with more than one street name: <i>Massachusetts and Pennsylvania avenues.</i></li> <li>• All similar words (<i>alley, drive, road terrace, etc.</i>) always are spelled out.</li> </ul>
air curtains	Two words. Also called air doors or fly fans.
a lot	Two words.
a.m., p.m.	Lowercase, with periods: We met at 8:30 a.m.
ANSI-CFP	Use American National Standards Institute (ANSI)-Conference for Food Protection (CFP) on first reference. ANSI-CFP on second reference.
apostrophe	Singular proper names ending in the letter <i>S</i> use only an apostrophe: Louis' hat; Kansas' schools; Dickens' novels.
aseptically packaged food	Note the spelling.
Attribution of quotes	With first reference use: first name last name comma title (title should be lower case if after name). For all subsequent references, use last name. NOTE: When quoting, try to keep the name closest to the quote. For example, "I like cake," said Bob Smith, regional Twinkie director. Or, Regional Twinkie Director Bob Smith said, "I like cake."
backflow	One word.
bare-hand contact	Note the hyphen.
bimonthly	This means every other month. The term <i>semimonthly</i> means twice a month.
biweekly	This means every other week. The term

	<i>semiweekly</i> means twice a week.
birth date	Two words.
Blood Alcohol Content (BAC)	Note the capitalization and acronym.
brand names	Avoid brand names like Tabasco (hot pepper sauce) Xerox (photocopy), and Dumpster (outdoor trash container).
CD-ROM, CD-ROMs	Note the lowercase <i>s</i> in the plural form. Avoid the redundant phrase <i>CD-ROM disc</i> .
chair	Avoid the term <i>chairman</i> or <i>chairwoman</i> unless the official title actually is <i>chairman</i> or <i>chairwoman</i> ; or, unless the gender is known.
ciguatera poisoning	Note spelling. Caused by the ciguatera toxin.
<i>Clostridium botulinum</i>	Note the capitalization and the italics.
cold-holding equipment	Note the hyphen when used as an adjective.
comma comma in a series (the serial comma)	For general comma use, follow AP Stylebook. Both styles are acceptable, depending on the context. Use the serial comma in educational and instructional materials: <i>Carefully wash, rinse, and dry your hands</i> . The serial comma is not necessary for in-house business writing: <i>Sue, José and Tom will lead today's meeting</i> .
Corporation	For Corporation (spelled out) vs. the abbreviation (Corp.), refer to the company's official materials and follow that style. It is usually acceptable to use the abbreviation Corp. when the company uses that word at the end of its name: Gulf Oil Corp.
crawfish, crayfish	Follow the style used by the restaurant. Note: AP style uses <i>crawfish</i> instead of <i>crayfish</i> .
critical control point (CCP) critical control points (CCPs)	Note the lowercase, the acronym, and the plural form.
cross-connection	Note the hyphen.
cross-contamination	Note the hyphen.
curved quotation marks vs. straight quotation marks	Either style is acceptable. Follow one consistent style throughout a document.
database	One word.
dates	<ul style="list-style-type: none"> <li>• Jan. 17 – abbreviate the month when used with the date.</li> <li>• January 2000 – spell out the month when used alone or with the year: no comma between month and year.</li> <li>• Mid-month – use hyphen: <i>mid-April</i>.</li> <li>• Use slashes instead of hyphens:</li> <li>• <i>12/31/98</i> not <i>12-31-98</i>.</li> </ul>
deep-fried food	Note the hyphen.



download	One word. Also, upload.
dishwashing machine (or dishwasher)	<ul style="list-style-type: none"> <li>For clarity, use the term <i>dishwashing machine</i>. Also, use the closed form, <i>dishwasher</i>, for a machine.</li> </ul>
dish washer (or employee)	<ul style="list-style-type: none"> <li>The term <i>employee</i> or <i>staff</i> is preferable. If the term is necessary, use two words for a person: <i>dish washer</i>.</li> </ul>
driver's license	Use apostrophe.
drunk, drunken	The word <i>drunk</i> goes with the verb <i>to be</i> : He was drunk. The word <i>drunken</i> goes before nouns: a drunken driver, or drunken driving.
Dumpster	Avoid this trademark. Use a generic phrase, such as <i>outdoor trash container</i> .
<i>E. coli</i>	Note the capitalization, period, and italics.
e-mail	plural and singular
e-mail addresses	In body copy, bold e-mail and Web addresses.
epidemiology, epidemiologist	Note the spelling.
every day everyday	<ul style="list-style-type: none"> <li>(<i>adverb</i>) Two words: I jog every day.</li> <li>(<i>adjective</i>) One word: an everyday event</li> </ul>
farther further	Refers to physical distance: to walk farther. Refers to an extension of time or degree: She looked further into the mystery.
<i>FDA Food Code</i> updates	<i>FDA Food Code</i> is the title of a publication and is the only part italicized. Example: 2007 <i>FDA Food Code</i> updates
finger cot	Two words.
first in, first out (FIFO) method	Note the comma and the acronym.
flier	Use this spelling when referring to a handbill.
food bar	Two words.
food-contact surface	Note the hyphen.
food protection manager	Avoid FPM; always spell out food protection manager.
foodborne illness	Note the spelling of <i>foodborne</i> .
foodborne-illness outbreak	Note the hyphen in this phrase.
foodborne toxin-mediated infection	Note the placement of the hyphen.
foodhandler	One word.
foot-candles	Note the hyphen.
fresh-cut produce	Note the hyphen in this phrase.
gastrointestinal illness	Note the spelling.
gender-specific language	Avoid unless intended. For example, never assume someone is male: A chef should always wash his hands. Better: Chefs should always wash their hands.
glue boards	Two words.

hand antiseptic	Two words.
handwashing	One word as a noun or adjective.
Hazard Communication Standard (HCS)	Also known as Right-to-Know or HAZCOM.
hepatitis A	Note the lowercase first word and capitalized letter A.
home page	Lowercase, two words.
hot-holding equipment	Note the hyphen when used as an adjective.
HTML	Uppercase acronym is more common than the spelled-out form. When spelled out, use initial capitalization for Hypertext Markup Language.
hygrometer	Note the spelling.
hyperlink	One word, lowercase.
hypertext	One word, lowercase.
ice water	Two words as a noun.
ice-water bath	Note the hyphen when used as an adjective.
ignition interlock device ignition interlocks (plural) interlocks (plural)	Three words, no hyphens. Use <i>ignition interlock device</i> for the first reference. For second and subsequent references, it is acceptable to use <i>ignition interlock</i> or simply <i>interlock</i> . The plural form is <i>interlocks</i> .
input	Note the spelling.
integrated pest management (IPM)	Note the lowercase and the acronym.
interlock, interlocks	See the entry for ignition interlock device.
Internet	Initial cap
logon, login, logoff	
intranet	Lowercase
JPEG, JPG	Uppercase acronym is more common than the spelled-out form. When spelled out, use initial capitalization for Joint Photographic Experts Group (JPEG).
judgment	Note the spelling.
ketchup	In generic usage, use this spelling instead of catsup or catchup.
kosher	Always lowercase.
landing page	Avoid. Use Portal, ServSafe Portal, or the name of the account followed by Portal (e.g., Dairy Queen Portal). Avoid the terms <i>portal page</i> and <i>landing page</i> .
layout, lay out	<ul style="list-style-type: none"> <li>• (noun) One word: an excellent lay out.</li> <li>• (verb) Two words: to lay out a plan</li> </ul>
legal terms: adopt, approve, enact, and pass	Laws are enacted. Bills are passed. Amendments, ordinances, resolutions, and rules are adopted or approved.

Material Safety Data Sheet (MSDS) Material Safety Data Sheets (MSDS)	The acronym remains the same for singular and plural.
modified atmosphere packaging (MAP)	Note the lowercase and the acronym.
microorganisms	One word.
names	Do not make an assumption about a person's gender on the basis of his or her name. For example, Lee is a common name for women and men. Also see the entries for gender-specific language; spokesperson; titles.
nonalcoholic alternative nonalcoholic beverage	No hyphen.
norovirus	One word. This term is the official name for a group of viruses, which are also known as Norwalk-like viruses (NLVs) and caliciviruses.
NSF International	Do not spell out; use the acronym for this not-for-profit, non-governmental organization.
numbers	<ul style="list-style-type: none"> <li>• Spell out numbers that begin a sentence.</li> <li>• Spell out whole numbers below 10; use figures for 10 and above.</li> <li>• Use the numeral for all percentages. Also see the entry for percent.</li> </ul>
off-site service	Note the hyphen.
ongoing	No hyphen.
online	No hyphen.
overpour, overpouring	No hyphen.
over service	Two words.
pasteurize	Note the spelling and the lowercase.
PDF (acronym stands for Portable Document Format)	Uppercase acronym. Also, Adobe Acrobat PDF.
percent	<ul style="list-style-type: none"> <li>• Use word instead of symbol (%) in all cases, except for charts or advertising copy.</li> <li>• Use figures in all cases: <i>2.5 percent, 10 percent.</i></li> <li>• Repeat percent with each individual figure: <i>He said 10 percent to 30 percent of the population might not vote.</i></li> </ul>
person in charge (noun)	If it is used as a noun as in "Bob is the person in charge" then there are no hyphens. If it is used as an adjective modifying a noun, suggest using person-in-charge. If it is used as a noun as in "Bob is the person in charge" then there are no hyphens.
person-in-charge (adjective)	If it is used as an adjective modifying a noun,

	suggest using person-in-charge.
personal protective equipment (PPE)	Note the lowercase and the acronym.
pest control operator (PCO)	Note the lowercase and the acronym.
phone numbers	(800)ServSafe (800-737-8723) (800)ServSafe (800-737-8723), ext. 701 Avoid: (800)715-1010 and (800)715-1010, ext. 701
podcast	
Portal	Use Portal, ServSafe Portal, or the name of the account followed by Portal (e.g., Dairy Queen Portal). Avoid the terms <i>portal page</i> and <i>landing page</i> .
portal page	Avoid. See the entry for Portal.
quaternary ammonium compounds (quats)	In a formal context, the first reference should be spelled out and followed by the short form in parentheses (quats). For the second and subsequent references, simply use quats.
quotations, or quoted matter	See the entry for Attribution of quotes.
ready-to-eat food	Note the two hyphens.
reduced oxygen packaging (ROP) reduced oxygen packaged (ROP) food	Note the difference in wording.
role-play	Note the hyphen.
<i>Salmonella</i> spp.	The first word is capitalized and italicized, followed by an abbreviation (which is set roman) and a period.
scombroid poisoning	Also known as histamine poisoning.
self-service area	Note the hyphen.
shelf life	Two words.
shellstock identification tag	Note that <i>shellstock</i> is one word.
single-use gloves single-use items; single-use paper towel	Note the use of the hyphen in these phrases.
sneeze guard	Two words.
<i>sous vide</i> food; <i>sous vide</i> method	Note the italics.
spokesperson	Avoid the terms <i>spokesman</i> and <i>spokeswoman</i> unless the gender is known. Also see entries for gender-specific language; titles.
State names  Eight states are never abbreviated in text: Alaska, Hawaii, Idaho, Iowa, Maine, Ohio, Texas and Utah.  Ala. (AL) Alaska (AK)	<ul style="list-style-type: none"> <li>STANDING ALONE: Spell out the names of the 50 U.S. states when they stand alone.</li> <li>Use ZIP code abbreviations (in parentheses below) only with full addresses (occurs most often on envelopes).</li> </ul> Mont. (MT) Neb. (NE)

<p>Ariz. (AZ)  Ark. (AR)  Calif. (CA)  Colo. (CO)  Conn. (CT)  Del. (DE)  Fla. (FL)  Ga. (GA)  Hawaii (HI)  Idaho (ID)  Ill. (IL)  Iowa (IA)  Ind. (IN)  Kan. (KS)  Ky. (KY)  La. (LA)  Maine (ME)  Md. (MD)  Mass. (MA)  Mich. (MI)  Minn. (MN)  Miss. (MS)  Mo. (MO)</p>	<p>Nev. (NV)  N.H. (NH)  N.J. (NJ)  N.M. (NM)  N.Y. (NY)  N.C. (NC)  N.D. (ND)  Ohio (OH)  Okla. (OK)  Ore. (OR)  Pa. (PA)  R.I. (RI)  S.C. (SC)  S.D. (SD)  Tenn. (TN)  Texas (TX)  Utah (UT)  Vt. (VT)  Va. (VA)  Wash. (WA)  W. Va. (WV)  Wis. (WI)  Wyo. (WY)</p>
State Restaurant Association (SRA) State Restaurant Associations (SRAs)	Note the initial capitalization of all three words, even when using the general term.
technology-based training	Note the hyphen.
take out takeout	<ul style="list-style-type: none"> <li>• <i>(verb)</i> Two words: to take out the trash.</li> <li>• <i>(noun or adj.)</i> One word: a takeout order.</li> </ul>
temperature danger zone	Temperature range between 41°F and 135°F (5°C to 57°C).
that, which, and who	Use <i>who</i> for people and animals with names: Dan is the employee who cooked the food. Use <i>that</i> for inanimate objects: This is the book that I bought yesterday. Use <i>which</i> to introduce a nonessential clause that refers to an inanimate object. Jane's jacket, which is brown, is in her car.
time-temperature abuse	Note the hyphen.
time-temperature indicator (TTI)	Note the hyphen and the acronym.
titles	Spell out all titles, lowercase if after name; capitalize if preceding the name.
toxic-metal poisoning	Note the hyphen.
ultra-high temperature (UHT) pasteurization ultra-high temperature (UHT) pasteurized food	Note the hyphen and the acronym.
under way	Two words in virtually all uses.

vacuum-packed food	Note the hyphen.
viral gastroenteritis	Two words.
voicemail	One word.
waitstaff	One word.
Web address	Two words. Note the capitalization.
Web-based training	Note the hyphen.
Web page	Two words. Note the capitalization.
Web site	Two words. Note the capitalization.
Web site addresses	In body copy, bold e-mail and Web addresses. The preferred style for Web addresses that start with the protocol "http://" is to leave the protocol off if it is followed by "www." Use "http://" if it is not followed by "www" and use the protocol if it is something other than "http://."  When a Web address appears at the end of a sentence, conclude the sentence with a period.
<b>www.ServSafe.com</b>	In body copy, bold e-mail and Web addresses. The preferred style for Web addresses that start with the protocol "http://" is to leave the protocol off if it is followed by "www." Use "http://" if it is not followed by "www" and use the protocol if it is something other than "http://."  When a Web address appears at the end of a sentence, conclude the sentence with a period.
<b>www.ServSafe.com/irc</b>	In body copy, bold e-mail and Web addresses. The preferred style for Web addresses that start with the protocol "http://" is to leave the protocol off if it is followed by "www." Use "http://" if it is not followed by "www" and use the protocol if it is something other than "http://."  When a Web address appears at the end of a sentence, conclude the sentence with a period.
work force	Two words.

## **Talking Points**

The following sections have talking points (or “boilerplate” text) that NRAEF employees can use in a variety of contexts.

### **ServSafe Food Protection Manager Certification Training**

ServSafe classroom and online training is accepted in all 50 states for regulatory requirements up to 16 hours.

ServSafe classroom training can be conducted in a variety of venues and is led by ServSafe Instructors. The course uses either the *ServSafe Essentials* or *ServSafe Coursebook* textbook, and includes the information managers will need to know to help them prepare for the ServSafe Food Protection Manager Certification Examination.

The ServSafe Manager Certification Training Online Course is the anytime, anywhere food safety training option. It effectively teaches key food safety practices and prepares managers to take the ServSafe Food Protection Manager Certification Examination. This highly interactive format lets managers study at their own pace, and take pre- and post-tests to measure their learning.

Currently most ServSafe training materials are available in English, Spanish, Chinese and Korean.

### **ServSafe Examination and Certification**

The NRAEF has awarded more than 3 million ServSafe Food Protection Manager Certifications.

The ServSafe Food Protection Manager Certification Examination is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP). It is based on a job task analysis created by industry subject matter experts that defines the knowledge every food safety manager must know.

The ServSafe Food Protection Manager Certification Examination is available in English, Spanish, Chinese, Korean, French Canadian, Japanese and English Large Print.

The ServSafe Food Protection Manager Certification Online Exam can be taken after completing either traditional classroom or online training. It is a secured and proctored exam, accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

ServSafe Food Protection Manager Certifications are valid for five years from examination date. Local laws apply. Check with your local regulatory agency for specific recertification requirements.

### **ServSafe® Training and Certification**

ServSafe is recognized by more jurisdictions than any other manager food safety training and certification program.

## **ServSafe Alcohol®**

The ServSafe Alcohol program was scientifically developed with input from experts in the foodservice, regulatory, legal, academic, medical and insurance fields. Together with the NRAEF, these experts determined and confirmed the tasks that the front-of-the-house needs to know in order to serve alcohol responsibly. The result is practical and comprehensive content that provides critical knowledge on alcohol law, recognizing and preventing intoxication, checking identification and dealing with difficult situations.

ServSafe Alcohol training is real-world preparation for any situation. Responsible alcohol service is an issue that touches your business, your customers and your community. That's why the National Restaurant Association Educational Foundation (NRAEF) developed the ServSafe Alcohol Program to raise the bar in responsible alcohol service training and certification. The ServSafe Alcohol program is today's real-world training solution, with practical knowledge and best-in-class resources that help to prepare and protect every operation every day.

## **ServSafe Alcohol® Program Acceptance**

The print version of ServSafe Alcohol has been accepted as an Approved Program by the Alcohol Beverage Control Commission in 47 states. In the following states, the only accepted responsible alcohol service program is provided by the state Alcohol Beverage Control Commission (ABC). Please contact the local ABC for additional information:

- Delaware
- Hawaii
- New Mexico

*For comments on or edits to this guide, e-mail Virginia Petrancosta, Risk Brand Marketing.*



<b>1.0</b>	<b>Handling Difficult Situations</b>	
<b>1.1.</b>	<b>Identify potentially violent situations and recognize steps to take in the event one should occur</b>	
1.1.a	Recognize that potentially violent situations include assaults and fights, and can include unruly guests, threatening behavior, inappropriate or abusive behavior, and staff violence.	
1.1.b	Identify the steps to take in the event of a violent situation	
<b>1.2.</b>	<b>Identify illegal activities and recognize steps to take in the event one should occur</b>	
1.2.a	Recognize that illegal activities can include, but are not limited to, the following: passing drinks to minors, serving intoxicated guests, gambling, drug activity, and prostitution	
1.2.b	Identify the steps to take when alcoholic drinks are passed to minors	
1.2.c	Identify the steps to take when alcoholic drinks are passed to intoxicated guests whose service has been terminated	
1.2.d	Identify the steps to take when confronting or witnessing other types of illegal activity	
<b>1.3.</b>	<b>Identify other potentially difficult situations and recognize steps to take in the event one should occur</b>	
1.3.a	Identify the steps to take if a guest is sleeping on the premises	
1.3.b	Identify steps to take if a guest is carrying a weapon (in states where carrying a weapon is illegal)	
1.3.c	Identify steps to take when a server is asked to overserve or perform illegal activities	
<b>1.4.</b>	<b>Identify procedures for handling intoxicated guests</b>	
1.4.a	Identify steps to take when a guest arrives intoxicated	
1.4.b	Identify the steps for preparing to terminate service to a guest	
1.4.c	Identify the steps for terminating service to a guest	
1.4.d	Identify the steps for handling an intoxicated guest who attempts to leave the premises	
<b>1.5.</b>	<b>Identify the steps to follow once an incident has occurred</b>	
1.5.a	Identify the steps to follow when police or liquor control officials arrive at the establishment	
1.5.b	Identify the need to document incidents	

<b>2.0</b>	<b>Checking Identification</b>	
<b>2.1.</b>	<b>Recognize acceptable forms of identification (ID)</b>	
2.1.a	Identify characteristics of valid identification	
2.1.b	Identify acceptable forms of identification	
<b>2.2.</b>	<b>Identify when to check ID's</b>	
2.2.a	Recognize that all guests who appear under 21 years of age must be carded	
2.2.b	Recognize that ID's must be checked as house policy dictates (i.e., Guests who appear to be 30 yrs of age or younger will be carded)	
2.2.c	Recognize that the individual serving the alcohol is the one held liable by law	
<b>2.3.</b>	<b>Verifying Identification</b>	
2.3.a	Recognize valid IDs issued to minors	
2.3.b	Verify that the ID is genuine	
2.3.c	Identify ways to verify that the ID belongs to the guest who presents it	
2.3.d	Identify the proper procedure for checking IDs	
<b>2.4.</b>	<b>Identify the proper response when a fake ID has been identified</b>	
2.4.a	Refuse entry	
2.4.b	Refuse service	
2.4.c	Follow company policy regarding ID confiscation	
<b>2.5.</b>	<b>Identify important considerations when using bar code or magnetic stripe ID readers to check IDs</b>	
2.5.a	Recognize the importance of relying on observation as well as the device to check the ID	
2.5.b	Recognize the importance of checking the readout on the ID reader against the actual information listed on the ID	
<b>3.0</b>	<b>Alcohol Law and Staff Responsibility/Liability</b>	
<b>3.1.</b>	<b>Define liability</b>	
3.1.a	Recognize that being liable means being held responsible for something	
<b>3.2.</b>	<b>Recognize that employees serving alcohol are both criminally liable and civilly liable for breaking state, county, or municipal alcohol service laws</b>	
3.2.a	Recognize that criminal liability means that you can be charged and punished for committing a crime	
3.2.b	Recognize that civil liability means that you can be sued and have to pay damages because your actions or lack of care led to an injury	

	3.2.c	Recognize that many states have a special kind of law called a “dram shop law”	
<b>3.3.</b>	<b>Recognize that owners can be held both criminally liable and civilly liable for the actions of their employees</b>		
	3.3.a	Recognize that if the employee is convicted of a crime that occurs on the premises, the liquor and business licenses of the establishment can be suspended or revoked	
<b>3.4.</b>	<b>Recognize the role of the alcoholic beverage commission</b>		
	3.4.a	Recognize that alcoholic beverage commissions (ABC’s) oversee anything related to alcohol sales and service in the state	
	3.4.b	Recognize that the ABC grants the liquor license to the establishment	
	3.4.c	Recognize that agents from the ABC can give citations to the owner and employees for violations of the state or local rules	
	3.4.d	Recognize that servers must cooperate with law enforcement or agents of the ABC when they visit the establishment	
<b>3.5.</b>	<b>Identify laws restricting alcohol service</b>		
	3.5.a	Identify laws related to the legal age to consume alcohol	
	3.5.b	Identify laws related to the legal age to serve alcohol	
	3.5.c	Recognize that the law may not allow minors in the establishment or bar area	
	3.5.d	Recognize that it is illegal to serve alcohol to a patron to the point of intoxication	
	3.5.e	Recognize that it is illegal to serve alcohol to an intoxicated patron	
	3.5.f	Recognize that it is not illegal to serve a pregnant woman	
	3.5.g	Recognize that it is illegal to serve alcohol beyond the times allowed in the liquor license	
	3.5.h	Recognize that some states, counties, or towns restrict “happy hour” alcohol service	
<b>4.0</b>	<b>Alcohol and the Body</b>		
<b>4.1.</b>	<b>Identify the path of alcohol from the mouth to the bloodstream</b>		
	4.1.a	Recognize that alcohol is immediately absorbed into the bloodstream through the mouth	
	4.1.b	Recognize that some alcohol is absorbed into the bloodstream directly through the stomach	
	4.1.c	Recognize that most of the alcohol consumed is absorbed into the bloodstream through the small intestine	
	4.1.d	Recognize that once in the bloodstream alcohol travels quickly throughout the	

5.1.a	Recognize that body composition impacts the effects of alcohol	
5.1.b	Recognize that gender impacts the effects of alcohol	
5.1.c	Recognize that age impacts the effects of alcohol	
5.1.d	Recognize that stress or depression impacts the effects of alcohol	
5.1.e	Recognize that the use of medications can impact the effects of alcohol	
5.1.f	Recognize that dieting can impact the effects of alcohol	
<b>5.2.</b>	<b>Identify methods for assessing a guest's level of intoxication</b>	
5.2.a	Identify when to assess a guest to determine whether or not they should be served alcohol	
5.2.b	Identify how to assess a guest's level of intoxication	
<b>5.3.</b>	<b>Identify methods for preventing guests from becoming intoxicated</b>	
5.3.a	Monitor the guest's drink consumption throughout their stay	
5.3.b	Stop suggestively selling drinks to the guest	
5.3.c	Offer water to the guest and refill it often	
5.3.d	Offer food to the guest	
5.3.e	It is best practice not to over-pour when mixing drinks	
5.3.f	As a best practice, do not serve more than one drink at a time to a guest	
5.3.g	Identify actions to take if there is a designated driver among guests	



**PREPARING MULTIPLE-CHOICE ITEMS  
FOR  
THE NATIONAL RESTAURANT ASSOCIATION SOLUTIONS**

**Guidelines and Instructions  
June 2008**

## INTRODUCTION

The goal of any test item is to separate individuals who have complete understanding of the concept being tested from those who do not. The most commonly used type of item in licensure and certification testing is the multiple-choice item. The purpose of this manual is to assist test developers in becoming more skilled in writing multiple-choice test items. Preparing multiple-choice items may appear to be a relatively simple task, given the familiarity with the subject matter, but in reality it requires a great deal of patience and skill.

## THE MULTIPLE-CHOICE ITEM

Multiple-choice items have two basic parts, the *stem* and the *response options*.

The *stem* is the question or problem that the examinee is required to answer or solve. The *response options* include the correct and incorrect answers. The *correct answer* is sometimes referred to as the *keyed answer*; the incorrect answers are called *distractors*.

STEM	How often should a foodhandler check the temperature of food?
RESPONSES	A. Every 4 hours B. Every 5 hours C. Every 6 hours D. Every 7 hours

Of the four responses in the above example, A is the correct answer and B, C, and D are distractors.

The current multiple-choice item format at the National Restaurant Association Solutions (NRA Solutions) is one stem, three distractors, and one correct answer.

## CORRECT-ANSWER and BEST-ANSWER ITEMS

It is important to distinguish between items in which only one response is correct and items in which more than one response may be technically correct, but only one response is clearly the best answer.

### Correct-Answer Item

Hamburger patties must be cooked to the minimum internal temperature of

- A. 135° F (57° C) for 15 seconds.
- B. 145° F (63° C) for 15 seconds.
- C. 155° F (68° C) for 15 seconds.
- D. 165° F (74° C) for 15 seconds.

### Best-Answer Item

Which microorganisms are of *most* concern to a food protection manager?

- A. Bacteria and viruses
- B. Fungi and toxins
- C. Parasites and worms
- D. Molds and yeast

In the first item, there is only one correct answer. The second item uses the term *most*, which elicits a best-answer response. Also, in some instances or in some foodservice operations, the best answer might not necessarily be the correct answer.

Use “should” instead of “would” or “could,” and “must” instead of “can.” Words such as would, could, or can are less definitive than should or must. For example, *How must foodhandlers wash their hands* is more factual than *How could foodhandlers wash their hands*. They *could* wash them in any way conceivable, but they *must* wash them according to best practices.

The policy of NRA Solutions is to avoid writing best-answer or opinion-based items. Items for all NRA Solutions’ examinations should have only one correct answer to avoid confusion; the options should be 100% true or false.

## **MULTIPLE-CHOICE ITEM FORMATS**

NRA Solutions accepts three types of multiple-choice items: the Question format, the Incomplete Statement format, and the Fill-in-the-blank format.

### The Question Format

At what minimum temperature should hot TCS food be held?

- A. 70° F (21° C)
- B. 120° F (49° C)
- C. 125° F (52° C)
- D. 135° F (57° C)

### The Incomplete Statement Format

Hot TCS food should be held at a minimum temperature of

- A. 70° F (21° C).
- B. 120° F (49° C).
- C. 125° F (52° C).
- D. 135° F (57° C).

Do not end the stem with a colon; the items should read as one smooth sentence.

Note that the responses for this item are followed by a period, because the response completes the sentence.

### Fill-in-the-blank Format

Root cause analysis assists management in building \_\_\_\_\_ and \_\_\_\_\_ in problem solving.

- A. criteria, consistency
- B. open discussion, resolution
- C. tracking, consequences
- D. consistency, objectivity

When developing these types of items, the “blank” must be eight underscores in length.

The fill-in-the-blank format is not the optimal item type, especially when the blank appears in the middle of the stem. These types of items are more difficult for examinees to answer and require more effort. Examinees usually need to read the question multiple times, inserting each option into the sentence before answering. Although these types of items have been shown to perform well on NRA Solutions examinations, it is best to limit the use of them.

### **TRICKY ITEMS**

Certain item types will not be accepted. These types of items are tricky and confusing for examinees.

#### Complex Multiple Choice

By which of the following behaviors can employees contaminate food?

- I. Coughing into a hand
  - II. Chewing tobacco while preparing food
  - III. Rubbing an ear
- 
- A. II only
  - B. III only
  - C. II and III
  - D. I, II, and III

#### All of the Following.....Except

All of the following illnesses, if diagnosed in a foodhandler, must be reported to the local health authority, except

- A. listeriosis.
- B. salmonellosis.
- C. Crohn's disease.
- D. hemorrhagic colitis.

In addition, don't begin stems with *Which of the following...* The “of the following” is usually unnecessary and adds additional reading time, which results in more effort and testing time.



The stem *Which of the following is a TCS food?* can be rewritten to *Which is a TCS food?* or *Identify the TCS food.*

Double Negatives

Which is not appropriate when handling pesticides?

- A. Pesticides should not be stored away from food.
- B. Foodhandlers should not apply pesticides.
- C. Pesticides should not be transferred to different containers.
- D. Foodhandlers should not use pesticides during business hours.

Special circumstances for negatively worded questions are addressed later in this document.

Items Requiring Fine Distinctions Among Options

How many drinks are in a 10-ounce glass of wine?

- A. 1.3
- B. 1.6
- C. 1.8
- D. 2.0

In this item, the correct answer is D. Requiring the examinee to distinguish among the options, which are such small increments, is unnecessary and tricky. This item could be rewritten as

How many drinks are in a 10-ounce glass of wine?

- A. 1.0
- B. 1.5
- C. 2.0
- D. 2.5

## MULTIPLE-CHOICE ITEM WRITING GUIDELINES

NRA Solutions' goal is to include only high-quality multiple-choice items on its examinations. No item should confuse or penalize an examinee; likewise, no item should reward an examinee with inadvertent clues that make the correct answer obvious. Items should be written to challenge the more able examinees and to differentiate the competent from the incompetent candidate, but they also should be targeted to the minimally competent level of knowledge, skills, or abilities. This minimum level is the cut score, or passing score, for the examination. In addition, for each NRA Solutions examination, a definition of the "typical" examinee has been developed. Be sure you have this and the current cut score before beginning the item writing/review process.

Refer to the following guidelines frequently when writing items and when reviewing items written by others.

### **Guidelines for Writing the Stem**

#### **1. Express items as precisely, clearly, and simply as possible.**

Do not include any unnecessary information, or "window dressing," in the item's stem. Stems should ask the question as succinctly as possible and should include only relevant information.

Unnecessary material reduces the effectiveness of an item by forcing examinees to respond to the irrelevant material and perhaps be distracted by it. Unnecessary information increases the cognitive demand and often "teaches" concepts that are tested in later items. In addition, unnecessary information requires additional reading, which can add a significant amount of time to testing. For example, the following item:

*LaDawn is weeks away from opening Lady D's Home Cookin', where she will not only offer sit-down service but also take-out meals produced using the reduced oxygen packaging (ROP) method. She suddenly learns that she has failed to meet one requirement key to an establishment with such a menu. Until she meets this requirement, LaDawn won't be able to sell the take-out meals. What has she forgotten to do?*

could be written

*An establishment will offer take-out meals produced using the reduced-oxygen packaging (ROP) method to its customers. In order to do this, what must the manager do?*

The goal of the above item is to test whether or not examinees can identify the requirements for offering ROP meals. The stem includes unnecessary information relevant to that goal and increases the item's reading difficulty.

Sometimes, however, excess wording in test questions is necessary. Often examinees must be tested on their ability to sort through information and identify what is required to solve the problem.

Consider this item:

A buyer purchases a 30-pound case of tomatoes that costs \$24.00, or \$.80 per pound. After trimming and dicing, the chef does a yield test and determines the edible portion weight is 24 pounds. The edible portion cost per pound of the tomatoes is

- A. \$0.65.
- B. \$0.80.
- C. \$1.00.
- D. \$1.25.

## 2. State the problem in the stem.

Make sure the item can be answered without looking at the options. The stem should be clear enough to provide the examinee with enough information to anticipate the answer before looking at the responses. The wording must let the examinee know exactly what is being asked.

Consider this item:

Lobster

- A. is a type of crustacean.
- B. should be shipped dead.
- C. should have a hard and heavy shell.
- D. should have a strong odor.

This item does not have a problem or question posed in the stem. The examinee cannot determine the problem without reading each of the options. Any of the responses can apply to the lobster depending on the situation. The item could be revised to:

A delivery of lobsters should be rejected if they

- A. are alive.
- B. have hard and heavy shells.
- C. are at a temperature of 45° F (7° C) or lower.
- D. have a strong odor.

Similarly, avoid questions such as

- Which of the following is correct?
- Which of the following statements is false?
- Which of the following is true regarding personal hygiene?

Again, these types of questions do not present a focused problem. If a question can be answered by covering the response options and reading the stem, then it successfully presents a problem.

## 3. Avoid using language that is unnecessarily technical or unfamiliar to appropriately trained examinees.

Always take into consideration the examinees' reading level and the backgrounds/composition of the group being tested. Keep the vocabulary simple, so that the weakest readers in the targeted group can understand what the item is asking.

Base each item on important content. Avoid trivial, overspecific, or overgeneralized content. Questions must relate to activities that involve at least 80% or more of the job's major activities.

This item:

The acronym for Blood Alcohol Content is

- A. BAC.
- B. BALCO.
- C. BLAC.
- D. BLALCO.

might be replaced with

Blood alcohol content is a measure of the

- A. legal limit allowed to be consumed before being arrested.
- B. amount of alcohol that has been absorbed into the bloodstream.
- C. concentration of alcohol found in each drink.
- D. density of alcohol contained in an individual's breath.

Note how the better of the two items assesses the knowledge of BAC rather than simply its acronym.

**5. Do not use pronouns or proper names in the stem. Do not use "what would you do" or "what do you believe?"**

In items of this kind, examinees could always defend their response selection as being correct, since each person has a unique opinion.

In addition, avoid using proper nouns or names such as he, she, his, her, John, Mary, etc. If an item includes a person performing an action, the language used to describe the person must be gender-neutral. Neutral items can be constructed by rewording the stem and/or responses to eliminate gender, or by making the item plural.

This item:

A foodhandler who has been diagnosed with shigellosis should be told to

- A. stay home.
- B. wear gloves.
- C. wash **his** hands frequently.
- D. work in a nonfoodhandling position.

can be rewritten to

A foodhandler who has been diagnosed with shigellosis should be told to

- A. stay home.
- B. wear gloves.
- C. wash **his or her** hands frequently.
- D. work in a nonfoodhandling position.

or

Foodhandlers who have been diagnosed with shigellosis should be told to

- A. stay home.
- B. wear gloves.
- C. wash **their** hands frequently.
- D. work in nonfoodhandling positions.

In addition, do not begin the stem with the pronoun “it.” This results in an awkward sentence structure. For example,

*It must be received at a temperature of 45° F (7° C) or lower. What is it?*

These types of items will not be accepted.

## **6. The stem should present only one question or problem.**

Consider this item:

*Identify the food item that can be safely served to high-risk populations. Provide a rationale.*

The stem begins by asking the examinee to identify a food, a lower-level cognitive task, and then to explain why, a higher-level cognitive task. These types of items test for more than one mental behavior and should be avoided. Items such as these can be split into two separate items, each requiring different cognitive processes.

*Identify the food that can be served to high-risk populations.*

and

*Why can pasteurized juice be served to high-risk populations?*

**7. Avoid negatively worded items to the extent possible—i.e., items that require the examinee to reverse the logic of the content being tested or to select an incorrect response and not a correct one.**

These types of stems tend to be confusing and less effective in assessing subject-matter knowledge.

It is best to word the stem positively; however, it is NRA Solutions' policy to keep negatively worded items if the SMEs provide a strong rationale for writing/keeping an item. For example, SMEs often support keeping an item that tests what is *inappropriate* under certain circumstances. When SMEs determine that examinees need to know what NOT to do in certain situations, negatively worded items may be accepted.

If writing a negatively worded item, attempt to use words other than NOT. If no other options exist, capitalize NOT. For example, *A foodhandler should NOT.....* and *A foodhandler should avoid....*

Examples of correct use of the negative in the stem:

*It is unacceptable for foodhandlers to wash trash cans at the.....*

and

*Cold food being held without temperature control may NOT exceed which temperature?*

**Guidelines For Writing the Options**

One of the key skills of multiple-choice item writing is the ability to write high-quality distractors that effectively separate those who have mastered the material from those who have not.

**1. The correct answer must be the one that SMEs identify as the best response.**

When there is confusion or controversy about the correct response, not only is the examinee confused, but the item could be challenged as inappropriate.

Consider this item:

Which is considered an illegal activity?

- A. Unruly guests
- B. Staff violence
- C. Inappropriate behavior
- D. Drug activity

Although D is probably the most likely response, clearly more than one of these answers could be correct. It is essential that there is only one correct answer to each item.

The lighting intensity in a dry-storage area should be

- A. at least fifty foot-candles.
- B. at least twenty foot-candles.
- C. at least ten foot-candles.
- D. at least five foot-candles.

This item could be changed to

The lighting intensity in a dry-storage area should be at least how many foot-candles?

- A. 50
- B. 20
- C. 10
- D. 5

**5. Use distractors that are typical errors, common misinformation, logical misinterpretations, unsafe practices or commonly held misconceptions. All distractors should be plausible. Avoid using distractors that examinees with little or no subject matter knowledge could identify as incorrect.**

The purpose of a multiple-choice item is to identify examinees that do not have complete command of the concept or principle involved. To do this, distractors must appear as reasonable as the correct answer to students who have not mastered the material.

The use of humor, or ridiculous or absurd distractors is not appropriate and detracts from the purpose of the test. Instead, use typical student answers, common mistakes, and familiar but incorrect phrases as options.

For example:

The purpose of serving sauces and dressings separately from the menu item is that it

- A. allows vegetarians to safely eat items containing meat.
- B. gives customers a choice in using or avoiding the product.
- C. prevents main items from being overpowered.
- D. provides the chef to re-serve any unused sauces.

Although more than one of the options could be correct, A is so ridiculous it is obviously incorrect.

Another example:

The 80-20 rule states that the top two or three selling items in each category will account for 80 percent of the sales. This is also known as

- A. Pareto principle.
- B. Pavlov's theory.
- C. Theory of Relativity.
- D. Theory of Evolution.

Again, B, C, and D are so absurd they are obviously incorrect. It takes absolutely no knowledge of the topic to answer this question correctly.



**6. Paraphrase textbook language or language used during instruction to avoid testing for simple recall. Do not quote directly from books or other reference materials.**

Such answers are usually more technical than the distractors and can easily be answered by the examinee with little or no content knowledge.

This item:

Identify a receiving criteria for milk and dairy products.

- A. They must be received by certified food protection managers only.
- B. They must be received in plastic, biodegradable containers.
- C. They must be received prior to the lunch rush.
- D. They must be received at a temperature of 41 °F (5 °C) or lower unless otherwise specified by law, must be pasteurized, and must comply with FDA grade A standards.

The correct answer was copied directly from the textbook. A better item would be

A receiving criteria for milk and dairy products is that they must be received

- A. by certified food protection managers only.
- B. in biodegradable containers.
- C. before lunch.
- D. pasteurized.

**7. Keep the options independent. They should not overlap or include each other so that more than one response could be considered technically correct.**

For example, two overlapping temperature ranges are 145 °F to 155 °F and 150 °F to 160 °F.

Consider this item:

At what temperature should hot TCS food be held?

- A. 70 °F (21 °C)
- B. 120 °F (49 °C)
- C. 135 °F (57 °C)
- D. 165 °F (74 °C)

Hot food could be held at 165 °F. Although it may affect food quality, it is not technically incorrect to hold food at temperatures higher than 135 °F.

This item could be rewritten as

At what minimum temperature should hot TCS food be held?

- A. 70 °F (21 °C)
- B. 120 °F (49 °C)
- C. 135 °F (57 °C)

D. 165° F (74° C)

**8. Do not use “none of the above” or “all of the above.”**

Items using these responses draw the examinees into using test-taking strategies rather than demonstrating knowledge. For example, when “none of the above” is the correct answer, the examinee may not know the correct answer, only the incorrect.

**9. Place options in logical, alphabetical, or numerical order.**

Avoid placing a short answer between longer answers and vice versa, and try to keep the options about equal in length.

The item

Potato salad that has been maintained at the proper temperature has a shelf life of  
A. seven days.  
B. three days.  
C. one day.  
D. fourteen days.

Could be rewritten as

Potato salad that has been maintained at the proper temperature has a shelf life of  
A. one day.  
B. three days.  
C. seven days.  
D. fourteen days.

and the item

Chicken salad that has been maintained at the proper temperature has a shelf life of  
A. three days.  
B. seven days.  
C. fourteen days.  
D. three days past its expiration date

could be rewritten as

Chicken salad that has been maintained at the proper temperature has a shelf life of  
A. three days.  
B. seven days.  
C. ten days.  
D. twelve days.

**10. Keep options homogenous in content.**

It is very confusing for the examinee to read an ambiguous stem with several distractors that could be read as correct. When the options are not homogenous in grammar or content, test-wise examinees will select the heterogeneous option correctly, or, if incorrect, the item will be construed as tricky.

Consider this item:

The USDA grading of meat is

- A. performed by the FDA.
- B. for fish and seafood.
- C. intended to assist customer in buying quality.
- D. paid for by the customer.

In this item, A, C, and D are past tense of verbs whereas B describes what the stamp is used for.

Here's another example:

What could result from a 3-year-old child eating a rare cheeseburger contaminated with shiga toxin-producing *E.coli* ?

- A. Blindness
- B. Hemolytic uremic syndrome
- C. Fever
- D. Cough

In this item, A, C, and D are all symptoms while B, the correct answer, is the name of an illness. A better item would be

What could result from a 3-year-old child eating a rare cheeseburger contaminated with shiga toxin-producing *E.coli* ?

- A. Type II Diabetes Mellitus
- B. Hemolytic uremic syndrome
- C. Subcutaneous hematoma
- D. Acute diverticulitis

## COGNITIVE DEMAND

Cognition is the act or process of knowing or understanding something. Since we cannot see an individual's cognitive processes, multiple-choice items are a way to assess the extent to which an individual "knows" something. Cognitive processes can be classified in a variety of ways; NRA Solutions uses *Bloom's Taxonomy of Educational Objectives* to classify the cognitive demand of each test question.

The majority of items used by NRA Solutions test knowledge at the recall (knowledge) or comprehension (understanding) level. Items at the knowledge level test recall and require that the examinee reproduce or recognize something as it was presented in training. These items represent the lowest level in Bloom's Taxonomy and require the least cognitive work (memorization). An example of an item testing recall is

*What is the temperature danger zone?*

This item requires the examinee to remember the exact temperature range of the temperature danger zone, a skill which is highly valuable in keeping food safe. The next level, comprehension (understanding), requires more complex cognitive processes. Examinees must grasp the meaning of knowledge and interpret that knowledge to solve a problem. Information is usually presented in a way that requires examinees to paraphrase content or provide examples of situations.

An example of an item at the comprehension level is

*Where should ground beef be placed in cold storage?*

Occasionally items are written to the application (using) level. These types of items require an examinee to compile knowledge from various areas and apply it to situations. Often these items become extremely wordy, so they can be difficult to write.

An example of an item at the application level is

*The temperature of soup on the buffet is checked after three hours and found to be 110 °F. What should the foodhandler do?*

The verbs beginning the task statements in the job analysis and the learning objectives in the textbook chapters are associated with the various levels of Bloom's Taxonomy below. Use this chart as a guide to writing items at the appropriate cognitive level.

Bloom's Taxonomy of Educational Objectives Objectives in the Cognitive Domain				
Taxonomic Categories and Subcategories	Verbs to use in Objectives		Examples of Appropriate Content in Objectives	
<b>1.0 Knowledge</b> 1.1 Knowledge of specifics 1.2 Knowledge of ways and means of dealing with specifics 1.3 Knowledge of universals and abstractions	Define Distinguish Acquire	Identify Recall Recognize	Theories Facts Definitions Relationships Causes	Examples Vocabulary words Principles
<b>2.0 Comprehension</b> 2.1 Translation 2.2 Interpretation 2.3 Extrapolation	Translate Conclude Estimate Restate Illustrate	Change Demonstrate Explain Give in one's own words	Meanings Consequences Samples Implications Conclusions	Theories Methods Different views Effects
<b>3.0 Application</b>	Apply Develop Generalize Organize	Choose Restructure Use Relate	Principles Procedures Laws Conclusions	Methods Abstractions Generalizations Theories
<b>4.0 Analysis</b> 4.1 Analysis of elements 4.2 Analysis of relationships 4.3 Analysis of organizational	Categorize Deduce Distinguish Identify	Analyze Compare Recognize	Statements Patterns Hypotheses Biases	Themes Assumptions Arguments



## STEPS TO WRITING MULTIPLE-CHOICE ITEMS

1. Select a topic from your assigned content area. This will be provided to you and will be either a section of a job analysis study (certification exam) or textbook (certificate exam). For certification exams, items must be written to address the task statement. For certificate exams, the items must be written directly to the learning objectives at the beginning of each chapter. Pay attention to the cognitive demand (verbs) of the task statements or learning objectives. Also, for certification exams, if your task statement includes KSAs you will need to frame your question within the scope of the KSA statements. KSA statements further define the task statements and tell item writers what can/cannot be written to assess the knowledge of that task.
2. Determine what the learner is expected to know or do about the topic or within the learning objective/domain. As part of the item-writing contract, you should have received a definition of the typical examinee or intended audience of the examination. Keep in mind this definition, as well as other characteristics you are familiar with (e.g., reading level, educational level, language spoken, etc.).
3. Clarify the problem: exactly what do you want to test for? This information is obtained from the task statements/learning objectives.
4. Consider the cognitive typology of the question: at what level of thinking do you want the students to engage?
5. Refer to *Bloom's Taxonomy of Educational Objectives in the Cognitive Domain* for assistance in selecting verbs. Remember to keep the test questions at the recall, comprehension, or application levels.
6. Decide what should go into the stem. As a general rule, place in the stem the information, problem, or situation that would confront the practitioner.
7. List plausible wrong answers such as common misconceptions, outdated information, and potentially harmful errors of omission. Draw on common mistakes you see practitioners make, common misconceptions, errors you see occur, and questions you get in class.
8. Write the item in proper form following the above *Guidelines*. Identify the correct answer by placing an asterisk at the end of it (an exam developer at NRA Solutions will provide you with the correct item-writing format).
9. Reference it to a defensible source. If the item is for a certification exam, list the source and the exact page number. If the item is for a certificate exam, it should be written directly to the textbook provided. In this case, provide the chapter and page number where the answer can be found.
10. Reference the item to the domain or learning objective it measures. Identify the task and KSA (certification) or the chapter and objective (certificate) to which the item was written.

Materials and information from the following contributed to this manual:

Haladyna, T.M. (2004). *Developing and validating multiple-choice items*. (3<sup>rd</sup> Ed.).

Professional Examination Services, New York, NY

Michigan State University Scoring Office, East Lansing, MI

BTLS International, Oak Brook, IL





# ServSafe Alcohol<sup>®</sup> Item Review Workshop



## CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This **Confidentiality and Nondisclosure Agreement** (the “Agreement”), made on [date month year] (the “Effective Date”), is by and between the **National Restaurant Association Solutions, LLC** (“National Restaurant Association”), an Illinois limited liability company, with its principal address at 175 West Jackson Boulevard, Chicago, IL, 60604-2814, and [Recipient name] (“Recipient”), with its principal address at [Recipient address].

### RECITALS

WHEREAS, Recipient provides or may provide to National Restaurant Association certain services in connection with educational or exam materials and other works branded with the federally protected ServSafe<sup>®</sup> mark (the “ServSafe<sup>®</sup> Works”) pursuant to a service agreement or other arrangement between National Restaurant Association and Recipient (the “Service Arrangements”);

WHEREAS, National Restaurant Association and Recipient anticipate that Recipient will have access to or otherwise have disclosed to it Confidential Information (as defined below) of NRA in connection with such purpose or use as may be specified in the Service Arrangements (the “Authorized Use”); and

WHEREAS, all Confidential Information that may be provided by National Restaurant Association to Recipient is proprietary and confidential, and may be used by Recipient only on the terms and conditions specified in this Agreement.

### AGREEMENT

In consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

**Confidential Information.** “Confidential Information” shall include the ServSafe<sup>®</sup> Works and any and all information disclosed to Recipient or its agent by National Restaurant Association or its agents either in writing, orally or visually, (i) consisting of or relating to the ServSafe<sup>®</sup> Works; (ii) relating to business plans, marketing plans or business opportunities of National Restaurant Association; or (iii) other information that should reasonably have been understood by Recipient, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be confidential to National Restaurant Association. “Confidential Information” also includes all parts or copies of such information, and any information derived there from.

The term “Confidential Information” shall not include any information that Recipient can demonstrate through documentary evidence (i) was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of Recipient; (ii) was lawfully received by Recipient from another party free of any obligation of confidence to such party; or (iii) was already in the lawful possession of Recipient prior to receipt thereof, directly or indirectly, from National Restaurant Association.

**Confidentiality and Nondisclosure Obligations.** Except as expressly permitted in this Agreement, Recipient will not publish, reproduce, disclose, release or divulge the Confidential Information, in whole or in part, to any third party (including without limitation to any contractor, agent, government agency, or customer) without the prior written consent of National Restaurant Association. Recipient will not disclose Confidential Information to any parent, subsidiary or affiliate company unless that company has a “need to know” and agrees in writing to be bound by the provisions of this Agreement. Any breach of this Agreement by such an affiliate of Recipient will be deemed a breach by Recipient.



# ServSafe Alcohol<sup>®</sup> Item Review Workshop



Recipient will use the Confidential Information only in connection with the Authorized Use, and will not use such Confidential Information for its own benefit or to National Restaurant Association's detriment. Recipient will employ at least the same degree of care in protecting the Confidential Information as it employs in protecting its own confidential information, but not less than a reasonable degree of care. Without limiting the foregoing, Recipient will not copy any Confidential Information, except as may be required for the Authorized Use, and will store such Confidential Information in a secure place. Recipient will ensure that Confidential Information is disclosed only to those of its employees who require access to such information in connection with the Authorized Use, who are obligated to protect such Confidential Information in a manner at least as stringent as the restrictions set forth in this Agreement and who have been advised of the confidentiality provisions of this Agreement. Recipient agrees, upon National Restaurant Association's request, to have its affiliates and employees execute written undertakings to comply with the confidentiality requirements set forth in this Agreement.

**Return and Destruction.** Upon termination of this Agreement or the request of National Restaurant Association, Recipient shall surrender or destroy all Confidential Information, including all copies, derivatives, or summaries thereof. Upon the request of National Restaurant Association and upon the surrender of the foregoing materials, Recipient agrees to certify in writing to National Restaurant Association that all of the foregoing materials have been surrendered or destroyed as required herein.

**Legally Required Disclosure.** If Recipient receives a subpoena or other validly issued judicial or administrative process requesting Confidential Information, Recipient shall exhaust all reasonable legal remedies for maintaining such information in confidence, including but not limited to giving National Restaurant Association as much advance notice of the possibility of such disclosure as practical so National Restaurant Association may attempt to stop such disclosure or obtain a protective order concerning such disclosure. If requested by National Restaurant Association, Recipient shall provide reasonable cooperation, at the expense of National Restaurant Association, in the defense of such demand.

**Intellectual Property Rights.** National Restaurant Association retains all right, title and interest in and to any improvement, invention, copyright, patent, trade secret or other intellectual property ("Proprietary Rights") contained in or embodied by the Confidential Information, including without limitation any Proprietary Rights consisting of improvements to or modifications of such Proprietary Rights by any party in connection with the Service Arrangements. Recipient acknowledges and agrees that it shall be granted no ownership or other rights in any of the Proprietary Rights and hereby assigns to National Restaurant Association any rights it may acquire in the Proprietary Rights or any derivatives thereof. Whenever requested to do so by National Restaurant Association, Recipient shall execute any and all applications, assignments or other instruments which National Restaurant Association shall deem necessary to perfect or protect its ownership in the Proprietary Rights.

**No Warranty.** Recipient acknowledges that neither National Restaurant Association nor any of its employees, agents or other representatives make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, that such Confidential Information is provided "AS IS," and that neither National Restaurant Association nor any of its employees, agents or other representatives will have any liability to Recipient or any other person pursuant to this Agreement resulting from such other party's or such other person's use of the Confidential Information of National Restaurant Association. Any representations or warranties concerning Confidential Information provided by one party to the other party shall be set forth in a separate agreement between the parties.

**Term.** The term of this Agreement shall commence on the Effective Date and will continue until terminated as provided herein. This Agreement may be terminated by either party by providing thirty (30) days prior written notice of such termination to the other party, except that National Restaurant Association may immediately terminate this Agreement if Recipient breaches a material obligation under this Agreement. Notwithstanding the foregoing, the obligations of this Agreement with respect to the Confidential Information



# ServSafe Alcohol® Item Review Workshop



disclosed during the term of this Agreement shall continue indefinitely until such information ceases to qualify as Confidential Information hereunder.

**Enforcement and Equitable Relief.** If Recipient violates this Agreement, then National Restaurant Association shall be entitled to obtain equitable relief to enforce its rights hereunder (without any obligation to post any bond), in addition to monetary damages and any other remedies and/or relief permitted by law. Recipient also agrees that money damages would not be a sufficient remedy for breach of the confidentiality and other obligations of this Agreement. Accordingly, Recipient agrees that in an action for equitable remedies under this Agreement, National Restaurant Association shall not be required to prove the inadequacy or insufficiency of monetary damages as a remedy.

**Limited Business Relationship.** This Agreement does not create a joint venture or partnership between National Restaurant Association and Recipient, and neither party is obligated to enter into any further contract or business relationship with the other. No partnership, joint venture or employer-employee relationship is formed between National Restaurant Association and Recipient in connection with either party's performance hereunder.

**Assignment.** Recipient may not assign or transfer this Agreement without the prior written consent of National Restaurant Association, which consent shall not be unreasonably withheld. Any attempted assignment without consent shall be void. Subject to the foregoing, the provisions of this Agreement will be for the benefit of and binding upon each of the parties and their respective successors and assigns.

**Governing Law.** This Agreement, its validity, construction and effect will be by the laws of the state of Illinois, without regard to its conflicts of law rules. Any and all actions arising out of or related to this Agreement shall be brought and maintained in the federal and state courts sitting in Cook County, Illinois. Each party hereto irrevocably consents and submits to the exclusive jurisdiction of and the service of process from such courts for any and all such actions.

**Entire Agreement.** This Agreement is the entire agreement between the parties with respect to its subject matter and supersedes all earlier oral or written agreements. No addition or modification to this Agreement shall be effective unless made in writing and signed by both parties. Waiver of any breach of this Agreement must be in writing to be effective and shall not be a waiver of any subsequent breach, nor shall it be a waiver of the underlying obligation. Should any court determine that any provision of this Agreement is not enforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.**

**National Restaurant Association Solutions, LLC**

**[Recipient]**

By: Steve M. Wyatt

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

Name: Steve M Wyatt

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

Title: Project Lead

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

Date: 5/16/08

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



# ServSafe Alcohol™ Item Reviewer Application

This application is to be completed by each candidate wishing to become an Item Reviewer for the ServSafe Alcohol™ program. This designation allows an individual to review items (questions) for the ServSafe Alcohol examination. The National Restaurant Association Solutions will keep this application permanently. Please type or print the information requested below. Sign the completed application and return it with the required documentation.

**National Restaurant Association Solutions, Examination Development Department, 175 West Jackson Boulevard, Suite 1500, Chicago, Illinois, 60604-2814, or fax it to 312-566-9729.**

**All Applicants must meet the following minimum Item Reviewer requirements below, plus the additional Item Reviewer requirements: (Please check accordingly)**

- Have a high school diploma or equivalent (e.g. GED).
- 3 years experience in a managerial role or above.
- Currently hold a position at the management role.
- Must work "first hand" in the process and have pertinent knowledge of issues regarding to food safety within your organization.
- Have industry knowledge specific to the area for which the items are needed.
- Have experience setting and evaluating procedures.
- Be in good standing with the National Restaurant Association Solutions.

**Additional Item Reviewer requirements:**

- Have some teaching experience.
- Be recognized as an expert in the field.
- Demonstrate the initiative to remain up to date with current knowledge in the field, (i.e. Board member, professional memberships, subscriptions to industry publications, etc.)

**All Applicants: The National Restaurant Association Solutions requires the following documentation to complete your application:**

1. Signed copy of the National Restaurant Association Solutions *Mutual Non-Disclosure and Confidentiality Agreement*.
2. Most current resume and/or current job description.
3. Complete Item Reviewer training provided by the National Restaurant Association Solutions (done on meeting date).

**Unsigned forms and/or those without documentation will not be processed. PLEASE PRINT CLEARLY.**

**WARREN SACKLER**

---

Name Instructor # (if applicable)

---

**ASSOCIATE PROFESSOR**

---

Title **ROCHESTER INSTITUTE OF TECHNOLOGY**

---

Company **GEORGE EASTMAN BLDG # 1**

---

Address / Suite #

---

**ROCHESTER N.Y. 14623**

---

City **585-202-8260** State **585-273-0100** ZIP **WARREN.SACKLER@RIT.EDU**

---

Telephone Fax Email

By signing this application, I acknowledge that I meet the requirements above. By the same, I acknowledge that I will follow all instructions, policies and procedures provided by the Examination Development Department, which in part ensures the confidentiality of the examination contents. In addition, I will not reveal the contents of any items. I will be accountable for performing my role as an Item Reviewer. Furthermore, I understand that the National Restaurant Association Solutions reserves the right to revoke Item Reviewing privileges at will.

Warren Sackler  
Signature

4/14/08  
Date



## CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This **Confidentiality and Nondisclosure Agreement** (the "Agreement"), made on March 19, 2008 (the "Effective Date"), is by and between the **National Restaurant Association Solutions, LLC** ("NRA"), an Illinois limited liability company, with its principal address at 175 West Jackson Boulevard, Chicago, IL, 60604-2814, and WARREN SACKLER

("Recipient"), with its principal address at 3941 EAST RIVER ROAD  
WEST HENRIETTA, N.Y. 14586 EMAIL WARREN.SACKLER@RIT.EDU

### RECITALS

WHEREAS, Recipient provides or may provide to NRA certain services in connection with educational or exam materials and other works branded with the federally protected ServSafe® mark (the "ServSafe® Works") pursuant to a service agreement or other arrangement between NRA and Recipient (the "Service Arrangements");

WHEREAS, NRA and Recipient anticipate that Recipient will have access to or otherwise have disclosed to it Confidential Information (as defined below) of NRA in connection with such purpose or use as may be specified in the Service Arrangements (the "Authorized Use"); and

WHEREAS, all Confidential Information that may be provided by NRA to Recipient is proprietary and confidential, and may be used by Recipient only on the terms and conditions specified in this Agreement.

### AGREEMENT

In consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. **Confidential Information.** "Confidential Information" shall include the ServSafe® Works and any and all information disclosed to Recipient or its agent by NRA or its agents either in writing, orally or visually, (i) consisting of or relating to the ServSafe® Works; (ii) relating to business plans, marketing plans or business opportunities of NRA; or (iii) other information that should reasonably have been understood by Recipient, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be confidential to NRA. "Confidential Information" also includes all parts or copies of such information, and any information derived therefrom.

The term "Confidential Information" shall not include any information that Recipient can demonstrate through documentary evidence (i) was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of Recipient; (ii) was lawfully received by Recipient from another party free of any obligation of confidence to such party; or (iii) was already

in the lawful possession of Recipient prior to receipt thereof, directly or indirectly, from NRA.

2. **Confidentiality and Nondisclosure Obligations.** Except as expressly permitted in this Agreement, Recipient will not publish, reproduce, disclose, release or divulge the Confidential Information, in whole or in part, to any third party (including without limitation to any contractor, agent, government agency, or customer) without the prior written consent of NRA. Recipient will not disclose Confidential Information to any parent, subsidiary or affiliate company unless that company has a “need to know” and agrees in writing to be bound by the provisions of this Agreement. Any breach of this Agreement by such an affiliate of Recipient will be deemed a breach by Recipient.

Recipient will use the Confidential Information only in connection with the Authorized Use, and will not use such Confidential Information for its own benefit or to NRA’s detriment. Recipient will employ at least the same degree of care in protecting the Confidential Information as it employs in protecting its own confidential information, but not less than a reasonable degree of care. Without limiting the foregoing, Recipient will not copy any Confidential Information, except as may be required for the Authorized Use, and will store such Confidential Information in a secure place. Recipient will ensure that Confidential Information is disclosed only to those of its employees who require access to such information in connection with the Authorized Use, who are obligated to protect such Confidential Information in a manner at least as stringent as the restrictions set forth in this Agreement and who have been advised of the confidentiality provisions of this Agreement. Recipient agrees, upon NRA’s request, to have its affiliates and employees execute written undertakings to comply with the confidentiality requirements set forth in this Agreement.

3. **Return and Destruction.** Upon termination of this Agreement or the request of NRA, Recipient shall surrender or destroy all Confidential Information, including all copies, derivatives, or summaries thereof. Upon the request of NRA and upon the surrender of the foregoing materials, Recipient agrees to certify in writing to NRA that all of the foregoing materials have been surrendered or destroyed as required herein.
4. **Legally Required Disclosure.** If Recipient receives a subpoena or other validly issued judicial or administrative process requesting Confidential Information, Recipient shall exhaust all reasonable legal remedies for maintaining such information in confidence, including but not limited to giving NRA as much advance notice of the possibility of such disclosure as practical so NRA may attempt to stop such disclosure or obtain a protective order concerning such disclosure. If requested by NRA, Recipient shall provide reasonable cooperation, at the expense of NRA, in the defense of such demand.

- No Warranty.** Recipient acknowledges that neither NRA nor any of its employees, agents or other representatives make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, that such Confidential Information is provided "AS IS," and that neither NRA nor any of its employees, agents or other representatives will have any liability to Recipient or any other person pursuant to this Agreement resulting from such other party's or such other person's use of the Confidential Information of NRA. Any representations or warranties concerning Confidential Information provided by one party to the other party shall be set forth in a separate agreement between the parties.
7. **Term.** The term of this Agreement shall commence on the Effective Date and will continue until terminated as provided herein. This Agreement may be terminated by either party by providing thirty (30) days prior written notice of such termination to the other party, except that NRA may immediately terminate this Agreement if Recipient breaches a material obligation under this Agreement. Notwithstanding the foregoing, the obligations of this Agreement with respect to the Confidential Information disclosed during the term of this Agreement shall continue indefinitely until such information ceases to qualify as Confidential Information hereunder.
8. **Enforcement and Equitable Relief.** If Recipient violates this Agreement, then NRA shall be entitled to obtain equitable relief to enforce its rights hereunder (without any obligation to post any bond), in addition to monetary damages and any other remedies and/or relief permitted by law. Recipient also agrees that money damages would not be a sufficient remedy for breach of the confidentiality and other obligations of this Agreement. Accordingly, Recipient agrees that in an action for equitable remedies under this Agreement, NRA shall not be required to prove the inadequacy or insufficiency of monetary damages as a remedy.
9. **Limited Business Relationship.** This Agreement does not create a joint venture or partnership between NRA and Recipient, and neither party is obligated to enter into any further contract or business relationship with the other. No partnership, joint venture or employer-employee relationship is formed between NRA and Recipient in connection with either party's performance hereunder.

10. **Assignment.** Recipient may not assign or transfer this Agreement without the prior written consent of NRA, which consent shall not be unreasonably withheld. Any attempted assignment without consent shall be void. Subject to the foregoing, the provisions of this Agreement will be for the benefit of and binding upon each of the parties and their respective successors and assigns.
  
11. **Governing Law.** This Agreement, its validity, construction and effect will be by the laws of the state of Illinois, without regard to its conflicts of law rules. Any and all actions arising out of or related to this Agreement shall be brought and maintained in the federal and state courts sitting in Cook County, Illinois. Each party hereto irrevocably consents and submits to the exclusive jurisdiction of and the service of process from such courts for any and all such actions.
  
12. **Entire Agreement.** This Agreement is the entire agreement between the parties with respect to its subject matter and supersedes all earlier oral or written agreements. No addition or modification to this Agreement shall be effective unless made in writing and signed by both parties. Waiver of any breach of this Agreement must be in writing to be effective and shall not be a waiver of any subsequent breach, nor shall it be a waiver of the underlying obligation. Should any court determine that any provision of this Agreement is not enforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**NATIONAL RESTAURANT ASSOCIATION SOLUTIONS, LLC**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**[RECIPIENT]**

By: Warren Sackler  
 Name: WARREN SACKLER  
 Title: Associate Professor  
 Date: 4/14/08