

ARTICULATION AGREEMENT

This articulation agreement (“Agreement”) is entered into by and between National Restaurant Association Educational Foundation, an Illinois not for profit qualified as a 501(c)(3) corporation (the “Foundation”) and Delgado Community College (“Post-secondary School”) (each a “Party” and collectively the “Parties”) as of (“Effective Date”).

RECITALS

WHEREAS, the Parties have a mutual concern for the continued growth of students pursuing foodservice-related studies.

WHEREAS, the Parties desire to provide a continuing articulation program that builds on past learning experiences and eliminates unnecessary duplication of instruction as further outlined herein (the “Program”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties mutually agree to the following:

- 1. Credits.** Students who have been awarded the ProStart National Certificate of Achievement (COA) by the Foundation will be granted credit(s) for certain introductory courses at Post-secondary School in accordance with Attachment A below (the “Credit Transfer Guide”). Additionally, if set forth in the Credit Transfer Guide, students who are not awarded the COA but who pass the ProStart Level 1 and ProStart Level 2 exams will be granted credit(s) for certain introductory courses at Post-secondary School in accordance with the Credit Transfer Guide. To receive such credit(s), students must meet all admission requirements of the applicable Post-secondary School program and must matriculate into Post-secondary School.
- 2. Scholarships.** N/A
- 3. Term.** This Agreement commences on the Effective Date and shall remain in full force and effect for one (1) year (“Term”). Following the Term, this Agreement will automatically renew for successive one (1) year terms (each, a “Renewal Term”) unless either Party provides the other Party with 180 days’ written notice of an intent not to renew. Post-secondary School will continue to honor the Credit Transfer Guide in effect between the Parties at the time of termination for all students who applied to Postsecondary School during the Term or a Renewal Term.
- 4. Review and Amendment.** This Agreement is subject to annual review by the Parties in June of each year for inclusion in the National ProStart Collegiate Passport the following academic year. This Agreement may be modified only by the mutual written agreement of both Parties.
- 5. Discretion for Course Level.** Should a student fail to make satisfactory progress in the next higher level course, the student may be required to transfer back to a lower level course at the discretion of Post-secondary School.
- 6. Administrative Duties.** The Foundation is responsible for ensuring that students who are awarded the COA or who pass ProStart Level 1 and/or ProStart Level 2 exam(s) have met all of the

requirements for the COA or such exam(s). Foundation is also responsible for maintaining a system to enable all the COAs issued or exam(s) passed after November 1, 2014 to be verified by representatives of Postsecondary School.

Post-secondary School agrees to designate faculty and academic advisors to facilitate advisement for students interested in the Program.

7. Promotion. The Foundation agrees to promote the Program in the National ProStart Collegiate Passport to ProStart educators and students with information provided by the Post-secondary School in a format developed by Foundation. The Post-secondary School agrees to inform prospective students of the Program.

8. License and Warranty of Post-secondary School Marks. Post-secondary School grants to the Foundation a limited, nonexclusive, revocable, royalty-free license and/or sublicense to use the names and logos of Post-secondary School (the "Post-secondary School Marks") to promote the Program. Post-secondary School represents and warrants that it and/or its affiliates hold full and entire title, rights and interest in the Post-secondary School Marks and such marks do not infringe any rights or interests of any third party.

9. Notices. Notices required under this Agreement shall be in writing and shall be delivered either by personal delivery, mail, overnight courier and email to the address of each Party as set forth below.

The Foundation: National Restaurant Association Educational Foundation
2055 L Street NW, Suite 702 Washington,
DC 20036
Attn: General Counsel

With a copy to: Legal@restaurant.org

Post-secondary School: Delgado Community College
615 City Park Avenue
New Orleans, LA 70119
Attn: Culinary Arts Department/E. Laurent

10. Assignment. This Agreement is not assignable or transferable by either Party without the prior written consent of the other Party.

11. Non-Discrimination. The Parties shall abide by all applicable federal, state and local laws and regulations prohibiting discrimination.

12. Severability. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement. If possible, any unenforceable provision within this Agreement will be interpreted to reflect the Parties' original intent.

13. Waiver. Waiver of any Party of any breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach of the same or any other provision.

14. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the Parties in connection therewith.

15. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to the principles of conflicts of laws. Any dispute that arises or relates to this Agreement shall be resolved in the state or federal courts located in Cook County, Illinois, and the Parties expressly waive any challenge to the jurisdiction or venue of such courts.

IN WITNESS WHEREOF AND TO EFFECTUATE THE FOREGOING, the Parties have executed this Agreement effective as of the Effective Date.

**National Restaurant Association
Educational Foundation**

By: _____

Name: Robert A. Gifford

Title: President

Post-secondary School:

Delgado Community College

By: 
Chancellor's Office (Feb 10, 2023 14:43 CST)

Name: Larissa Littleton-Steib

Title: Chancellor

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CM

Attachment A
Credit Transfer Guide

Courses for which credit will be granted to students holding the ProStart National Certificate of Achievement.

Course Number	Course Description	Number of Credits
CULA 102	Basic Culinary Skills	2*
CUL 101	Introduction to Culinary Arts	3
CULA 103	ServSafe Sanitation	2**
CULA 100	Explorations in Culinary Arts	1

Courses for which credit will be granted to students who have passed ProStart Level 1 and ProStart Level 2 exams.

Course Number	Course Description	Number of Credits
CULA 100	Explorations in Culinary Arts	1
CUL 101	Introduction to Culinary Arts	3
CULA 103	ServSafe Sanitation	2**

*College credit awarded with passing of practical exam and testing.

**With ServSafe Manager Certification

Signature: 

Email: cmyers@dcc.edu

ProStart Articulation Agreement _Delgado 2.7.23

Final Audit Report

2023-02-10

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