

**CULINARY CAREERS COLLABORATIVE PILOT PROGRAM**  
**MEMORANDUM OF AGREEMENT**

*By and between*

**GEORGE MASON UNIVERSITY, the VIRGINIA RESTAURANT, LODGING & TRAVEL ASSOCIATION FOUNDATION (VRLTAF), the CITY OF FAIRFAX ECONOMIC DEVELOPMENT AUTHORITY, and the TOWN OF VIENNA, VIRGINIA**

THIS MEMORANDUM OF AGREEMENT (“Agreement”), dated this       day of June, 2024, (the “Effective Date”), is made by and between George Mason University (the “University”), a public institution of higher education and agency of the Commonwealth of Virginia, the City of Fairfax Economic Development Authority (“EDA”), the Town of Vienna, Virginia (“Vienna”), and the Virginia Restaurant, Lodging & Travel Association Foundation (VRLTAF). The University, the EDA, Vienna, and the VRLTAF are referred to individually as “Party” and collectively as “Parties.”

WHEREAS, Parties desire to address the evolving needs of their communities as local restaurants and the food industry face growth and labor shortage challenges; and

WHEREAS, the Parties desire to collaborate on a pilot program called the Culinary Careers Collaborative (“CCC”) to improve the culinary labor force by offering educational non-credit courses in culinary and beverage skills and hospitality management training (“Program”), which aims to strengthen the food and beverage industry within Vienna and City of Fairfax (“EDA”); and

WHEREAS, the CCC serves as a pilot workforce development program that supports the growth of local food service establishments in Vienna and Fairfax by preparing individuals with food service skills through education, upskilling, and job placement assistance; and,

WHEREAS, the CCC is a comprehensive four (4) day program designed for residents of each jurisdiction and neighboring regions to upskill or foster career opportunities in the food industry. The CCC offers three (3) distinct tracks to empower individuals at varying stages of their careers; and

WHEREAS, the Parties wish to set forth the terms and conditions of a mutually beneficial affiliation;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and benefits hereunder and other good and valuable consideration, the Parties mutually agree to all of the following:

1. Term and Termination. This Agreement shall be for a period between the date of execution and September 30, 2025. At the discretion of the Parties, a second iteration of the program can be executed within the same time frame. Any Party has the right to terminate this Agreement without cause upon 90 days' prior written notice to the other Party.
2. Duties of EDA and Vienna. EDA and Vienna shall:
  - i) Plan and manage the Program;
    - a. Facilitate financial payment to the University, VRLTAF, and relevant vendors to execute the Program.
    - b. Develop Program timelines, schedules, and budgets in collaboration with relevant stakeholders. Define and identify target audience, and create Program description..
    - c. Foster a collaborative and positive work environment among Program personnel.
    - d. Promote Program offerings through various channels, including social media, email campaigns, and website content.
    - e. Develop marketing plan and marketing materials, such as brochures, flyers, and presentations, to attract participants and stakeholders.
    - f. Recruit restaurant participants and students.
    - g. Attend relevant events, conferences, and meetings to represent the Program and engage with potential participants and partners.
    - h. Create a website with link to digital registration form.
    - i. Communicate with businesses and develop partnerships.
    - j. Develop and implement evaluation mechanisms to assess program outcomes, participant satisfaction, and overall Program effectiveness.
    - k. Collect, analyze, and report data on Program performance, participant feedback, and key performance indicators.
    - l. Use evaluation findings to inform Program enhancements, strategic planning, and future Program development initiatives.
    - m. Maintain accurate records and documentation related to Program activities, finances, and compliance requirements.
    - n. Adhere to legal and ethical standards governing Program operations, data privacy, and confidentiality.

- o. Foster partnerships and collaborations with internal and external stakeholders.
- p. Represent the Program in professional networks, forums, and committees to enhance visibility, reputation, and opportunities for collaboration.

3. Duties of University. University shall:

- a. Develop Program timelines, schedules, and budgets in collaboration with relevant stakeholders
- b. Foster a collaborative and positive work environment among Program personnel.
- c. Oversee the coordination and execution of Program courses.
- d. Ensure compliance with University policies, guidelines, and regulatory requirements throughout Program implementation.
- e. Collaborate with subject matter experts and instructional designers to develop Program curriculum, learning materials, and resources.
- f. Monitor Program delivery to assess effectiveness, identify areas for improvement, and implement necessary adjustments.
- g. Facilitate Program participant registration, enrollment, and communication processes.
- h. Recruit and supervise Program instructors, facilitators, and support staff.
- i. Provide guidance and support to faculty and staff regarding Program content and delivery methods.
- j. Coordinate logistics, including classroom scheduling.
- k. Ensure that Program facilities and resources are adequately procured and prepared including grocery shopping for the beverage track and maintained for Program activities.
- l. Address any logistical challenges or issues that may arise during Program delivery promptly and effectively.
- m. Develop and implement evaluation mechanisms to assess Program outcomes, participant satisfaction, and overall program effectiveness.
- n. Collect, analyze, and report data on Program performance, participant feedback, and key performance indicators.
- o. Use evaluation findings to inform Program enhancements, strategic planning, and future Program development initiatives.
- p. Maintain accurate records and documentation related to Program activities, finances, and compliance requirements.
- q. Adhere to legal and ethical standards governing Program operations, data privacy, and confidentiality.
- r. Foster collaborations with internal and external stakeholders
- s. Represent the Program in professional networks, forums, and committees to enhance visibility, reputation, and opportunities for collaboration.

4. Duties of Virginia Restaurant, Lodging & Travel Association Foundation (VRLTAF).  
VRLTAF shall:

- a. Develop Program timelines, schedules, and budgets in collaboration with relevant stakeholders.
- b. Foster a collaborative and positive work environment among Program personnel.
- c. Collaborate with subject matter experts and instructional designers to develop Program curriculum, learning materials, and resources.
- d. Monitor Program delivery to assess effectiveness, identify areas for improvement, and implement necessary adjustments
- e. Facilitate participant registration, enrollment, and communication processes.
- f. Serve as the primary point of contact for participants, addressing inquiries, providing information, and offering support as needed. Support this effort through a shared working group email.
- g. Recruit and supervise Program instructors, facilitators, and support staff.
- h. Provide guidance and support to faculty and staff regarding Program content and delivery methods.
- i. Develop and implement evaluation mechanisms to assess Program outcomes, participant satisfaction, and overall Program effectiveness.
- j. Collect, analyze, and report data on Program performance, participant feedback, and key performance indicators.
- k. Use evaluation findings to inform Program enhancements, strategic planning, and future program development initiatives.
- l. Maintain accurate records and documentation related to Program activities, finances, and compliance requirements.
- m. Adhere to legal and ethical standards governing Program operations, data privacy, and confidentiality.
- n. Foster partnerships and collaborations with internal and external stakeholders.
- o. Represent the Program in professional networks, forums, and committees to enhance visibility, reputation, and opportunities for collaboration.
- p. Ensure that Program facilities and resources are adequately procured and prepared including grocery shopping for the culinary track and maintained for Program activities.

5. All Parties

- a. The Parties agree to co-market and co-publicize collaboration in the Program using their respective institutional media resources. This includes featuring the designated accurate logos as provided by Parties on marketing materials, including highlighting the collaboration in the Parties' marketing materials and media coverage. Marketing

materials and media releases shall be reviewed and approved by all Parties prior to publication/release. Upon the expiration or termination of this Agreement, the Parties agree to cease and discontinue further use of the logos.

- i. Parties will actively participate in promoting the Program using the same materials.
- ii. Joint efforts to market the Program may include social media campaigns, press releases, and other promotional activities.
- iii. Joint efforts to plan, prepare, and promote a graduation event that will include efforts to place students with employment opportunities in the City of Fairfax and the Town of Vienna.

#### 6. Financial Terms

- i) EDA and Vienna jointly contribute up to \$61,500 to fund the implementation and operation of the Program.
  - a. Program contributions will be transferred upon request to the EDA and distributed to the appropriate parties as part of the Town's contribution to the Program.
  - b. At the conclusion of the Program, the EDA shall return any unused Town contributed funds to the Town.
  - c. EDA will disburse \$25,165 to the School of Sport, Recreation, and Tourism Management at the University to cover expenses, including facility use fees for all three tracks, instructor fees for the advanced and beverage tracks, administrative support and personnel. EDA will also allocate \$17,035 to VRLTAF to cover expenses, including prerequisite courses for two beginner tracks, instructor fees and supplies for the culinary track, and administrative support, and personnel.
  - d. Funding will also be used to market and advertise the program.
  - e. The entire payment shall be made within 7 days upon signing the MOA.
  - f. The budget for the second year of the Program shall be subject to reevaluation and renewal of the Agreement. If necessary, adjustments may be made based on actual expenses incurred during the first year.
- ii) Program Budget.
  - a. If the Program exceeds the allocated budget, the Parties agree to:
    - i. Review the reasons for the overage.
    - ii. Explore cost-saving measures or additional funding sources.
    - iii. Collaborate on a revised budget plan to address the shortfall.
  - b. If the Program operates below the allocated budget, the University and VRLTAF commit to:
    - i. Return any unspent funds to the EDA and Town upon the completion of the Program.
    - ii. The University and VRLTAF coordinate with the EDA and Town to determine the appropriate process for returning surplus funds.

7. General.

- a. Notice. Any notice required by this Agreement shall be in writing and shall be delivered (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by electronic mail to the address of the party specified in this Agreement or such other address as either party may specify in writing.

To: Attention: Dr. Minkyung Park, Associate Professor  
George Mason University  
4400 University Drive, MS 4D2  
Fairfax, VA 22030

Email: mparka@gmu.edu

To: City of Fairfax Economic Development Authority  
Attention: Christopher Bruno, Executive Director  
10300 Eaton Place, Suite 235  
Fairfax, VA 22030

Email: cbruno@fairfaxcityecondev.org

To: Town of Vienna, Virginia  
Attention: Mercury T. Payton, Town Manager  
127 Center Street, South  
Vienna, VA 22180

Email: manager@viennava.gov

To: Virginia Restaurant, Lodging & Travel Association Foundation  
(VRLTAF)  
Attention: Dr. Jai Girard, Director of Education & Workforce  
Development  
5101 Monument Avenue, Suite 206  
Richmond, VA 23230

Email: jai@vrlta.org

- b. Applicable Law; Venue. This Agreement shall be construed, governed and interpreted by and in accordance with the laws of the Commonwealth of Virginia. Any litigation with

respect to this Agreement shall be brought before a court of competent jurisdiction in the Commonwealth of Virginia. The Parties agree that they shall at all times comply with all applicable federal and state laws.

- c. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written agreements with respect to the subject matter herein. This Agreement can be modified or amended only by a writing signed by all of the Parties.
- d. Severability. Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.
- e. Waiver. The failure of a Party to enforce any provision in this Agreement shall not be deemed a waiver of such right.
- f. Assignment. Neither Party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment, transfer or delegation without such consent shall be void. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.
- g. Independent Contractors. The relationship of the Parties to each other is solely that of independent legal entities. No Party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically enumerated herein, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the Parties. The University does not sponsor, endorse, or make any express or implied warranties for any other Party.
- h. Publicity. Except as specifically provided for herein, the Parties shall not use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the University or its employees except on the specific written authorization in advance by the University. The University must receive all requests for authorization in writing no later than ten (10) days in advance of the use date.
- i. Image. The Parties shall not take any action or inaction, which may be detrimental to the image or reputation of the University.

- j. Nondiscrimination. All parties to this Agreement agree to not discriminate on any basis prohibited under state or federal law or University policy.
- k. Force Majeure. No Party shall be responsible for any delay or failure in performance resulting from any cause beyond its control, including, without limitation, war, terrorism, strikes, civil disturbances, national or regional health emergencies (including outbreaks, epidemics, and pandemics, regardless of whether such health emergency existed as of the Effective Date of this Agreement), and acts of God.
- l. Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.
- m. Authorized Signatures. The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- n. Conflicts of Interest. No employee of the University may receive compensation from any Party unless authorized by the University in writing.
- o. Third-Party Beneficiaries. No third party is entitled to rely on any of the representations, warranties and agreements of the Parties contained in this Agreement. No Party assumes any liability to any third party because of any reliance on the representations, warranties and agreements of the Parties contained in this Agreement.
- p. Remedies. If any Party breaches this Agreement, in addition to any other rights or remedies, any Party may terminate this Agreement without prior notice.

**Please initial:**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Electronic Transactions. If this paragraph is initialed by all Parties, to the fullest extent permitted by Code of Virginia, Title 59.1, Chapter 42.1, the Parties do hereby expressly authorize and consent to the use of electronic signatures as an additional method of signing and/or initialing this Agreement and agree electronic signatures (for example, the delivery of a PDF copy of the signature of either party via facsimile or electronic mail or signing electronically by utilizing an electronic signature service) are the same as manual executed handwritten signatures for the purposes of validity, enforceability and admissibility.  
for the purposes of validity, enforceability and admissibility.  
for the purposes of validity, enforceability and admissibility.

WITNESS the following signatures of the Parties:



**City of Fairfax Economic Development  
Authority**

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

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

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

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

**George Mason University**

Name: Ingrid Guerra Lopez

Title: Dean, College of Education and Humand  
Development

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

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

Name: Deb Dickenson

Title: Executive Vice President for Finance and  
Administration

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

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

**Town of Vienna, Virginia**

Name: Mercury T. Payton

Title: Town Manager, Town of Vienna,  
Virginia

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

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

**Virginia Restaurant, Lodging & Travel  
Association Foundation**

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

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

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

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