

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1087236

Vendor Name: Learning Resources Network Inc

Invoice Number: 060820

Invoice Date: 06/08/20

PO Number:

Check Number: 0269075

Check Amount: \$ 1,582.50

Check Date: 06/23/2020

Department ID: 63002

Reviewer Name:

Voucher Number: V0630636

Redaction Type: Other

Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

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From: bedford@cod.edu  
Sent: Thu Jun 18 16:07:45 CDT 2020  
To: invoicing@cod.edu  
CC:  
Subject: Check Request-LERN Attached  
-----

Hello,  
Please see attached Check Request Form to LERN.  
Also attached:  
Invoice 15080  
Invoice 15842  
LERN UGotClass Contract  
Thank you for processing for payment.  
Yvonne Bedford  
Continuing Education

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**From:** Groves, Barbara  
**Sent:** Thursday, June 18, 2020 3:39 PM  
**To:** Bedford, Yvonne  
**Subject:** RE: Approval-Check Request-LERN

Hi Yvonne,

Yes, I'm well, thank you for asking. I hope you are also doing well. Here are the approved and signed documents.

Have a great weekend.

Barb Groves  
Assistant to the Provost  
**Office of the Provost**  
College of DuPage | 425 Fawell Blvd | BIC 3400 | Glen Ellyn, IL 60137  
630-942-2005 (ph) | 630-942-3925 (fax)

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**From:** Bedford, Yvonne <bedford@cod.edu>  
**Sent:** Thursday, June 18, 2020 1:39 PM  
**To:** Groves, Barbara <grovesb16@cod.edu>  
**Subject:** Approval-Check Request-LERN  
**Importance:** High

Hi Barb,

Hope you are well.

Can you please route the attached Check Request for LERN \$1,582.50 to the Provost for signature/approval and route back to me when completed? This is for the FYE 20.

I have attached the two invoices and contract as backup paperwork.

Thanks for your help.

## College of DuPage - Accounts Payable

## Check Request Form

revised 4/14/2020

This form may be used to request check payments **only for those items for which the issuance of a purchase order would not be appropriate**. Attach supporting documentation (e.g., invoice or agreement). Please refer to **Vendor Payment - Non-Purchase Order Procedure No. 10-65**

Date: 6/8/2020  
Vendor ID: 1087236

Invoice Number	Fund	Func.	Dept.	Object	Object Descrip.	Amount
15080	05	63	63002	5309005	Non-Credit instructional Serv	\$ 840.00
15842	05	63	63002	5309005	Non-Credit instructional Serv	\$ 742.50

Grand Total \$ 1,582.50

--- \$1,000 and Greater: Approval of Division Vice President Required ---

Check the appropriate box below and sign.

- ☒ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have been provided in a satisfactory condition/manner. Consequently, payment is appropriate at this time.
- ☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have not yet been provided. The first approver indicated below will notify the Accounts Payable Office in writing when the goods/services have been delivered in a satisfactory condition/manner.

Payee Name: Learning Resources Network (LERN)

Other Instructions:

Payee Address: PO Box 9, River Falls, WI 54022

## Description on Check:

Invoice 15080/15842: Partnership w/U Got Class

## Approvals:

Prepared By: Yvonne Bedford

Approved By: Daniel Deasy Date:

Signature:

Signature:

Payment Due: ASAP

Approved By: Kirk Overstreet Date: 6-17-20220

Board Approved Date:

Signature:

Approved By Division VP: Date:

Signature: Mark Curtis Chavez 6/18/2020

Return Approved Request and All Supporting Documents to: Accounts Payable (SRC 2132 A), [acctpay@cod.edu](mailto:acctpay@cod.edu)

Learning Resources Network, Inc  
PO Box 9  
River Falls, WI 54022  
855-846-8252  
info@ugotclass.org



## INVOICE

**BILL TO**

Debbie Hasse  
College of DuPage 10499  
425 Fawell Blvd.  
Glen Ellyn, IL 60137 US

**INVOICE # 15842****DATE 06/04/2020****DUE DATE 07/04/2020****TERMS Net 30**

PRODUCT	AMOUNT
	247.50
	495.00

Amount payable in U.S. Dollars.  
Thank you for your order!

**BALANCE DUE****\$742.50**

Please let us know if you have any questions.  
Learning Resources Network/UGotClass  
PO Box 9  
River Falls, WI 54022  
855-846-8252  
info@ugotclass.org



**College of DuPage - Accounts Payable**

**Check Request Form**

**Notes:**

**Processing a Check Request**

To expedite the processing of a Check Request, or other non-purchase order disbursement, the requesting department should:

1. Verify that the vendor intake process has been completed by the Purchasing Department. Payment cannot be made to a vendor until this process has completed.
2. Complete and review this Check Request Form and confirm that all relevant supporting documentation is attached.
3. Ensure the payee information is complete and includes the vendor's Colleague ID number.
4. Ensure that the General Ledger Account number is included and correct.
5. Maintain a copy of the approved Check Request Form for department records.
6. Submit the completed Check Request Form to the Accounts Payable Department.

The Check Request Form will be returned to the Authorized Signer if the information is incomplete, not in compliance with College Policy, or if budget is not available.

## Humphrey, Vera

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**From:** Roberts, Ellen  
**Sent:** Monday, September 17, 2018 8:07 AM  
**To:** Humphrey, Vera  
**Cc:** Bedford, Yvonne; Hasse, Debra  
**Subject:** FW: Contract Approval Cover Sheet & Supporting Docs: LERN  
**Attachments:** Learning Resources Network LERN CE DH 9.17.18.pdf

Good morning, Vera -

The attached is ready for Brian's review and, if appropriate, signature.

Thank you,

Ellen

Ellen M. Roberts  
Director, Business Affairs  
College of DuPage  
425 Fawell Blvd.  
Glen Ellyn, IL 60137  
630-942-2233  
roberts@cod.edu

-----Original Message-----

**From:** Roberts, Ellen  
**Sent:** Friday, September 14, 2018 12:54 PM  
**To:** Hasse, Debra <hassed@cod.edu>  
**Subject:** FW: Contract Approval Cover Sheet & Supporting Docs: LERN

Hi, Debbie -

The information on the contract approval cover sheet needs to match what is in the agreement. The term of the agreement is 9.1.2018 to 6.30.2020. Is \$4,800 the total not-to-exceed amount for that entire period? If so, I can make the change on the cover sheet.

Thanks very much,

Ellen

Ellen M. Roberts  
Director, Business Affairs  
College of DuPage  
425 Fawell Blvd.  
Glen Ellyn, IL 60137  
630-942-2233  
roberts@cod.edu

-----Original Message-----

From: Hasse, Debra

Sent: Friday, September 14, 2018 9:30 AM

To: Bedford, Yvonne <bedford@cod.edu>; Roberts, Ellen <roberts@cod.edu>

Subject: RE: Contract Approval Cover Sheet & Supporting Docs: LERN

I should have written \$4,800 for year two, not both years.

We are just beginning to work with this online training provider and this first year students will enroll directly with UGotClass.

They will be paying us per enroll.

Once we get an idea of popular programs, next July classes will be set up and students will register directly with COD. At that point we will be reimbursing them.

Would you like a new cover sheet to reflect this?

Debbie

-----Original Message-----

From: Bedford, Yvonne

Sent: Thursday, September 13, 2018 3:06 PM

To: Hasse, Debra <hassed@cod.edu>

Subject: FW: Contract Approval Cover Sheet & Supporting Docs: LERN

Hi Debbie,

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Please read Ellen Roberts' email below and respond.

Thanks,

Yvonne

-----Original Message-----

From: Roberts, Ellen

Sent: Thursday, September 13, 2018 12:36 PM

To: Bedford, Yvonne <bedford@cod.edu>

Subject: FW: Contract Approval Cover Sheet & Supporting Docs: LERN

Hi, Yvonne -

The attached total contract amount would be not to exceed \$9,600, since the contract period is two years. At that dollar amount, we need three quotes, unless this is a sole source vendor. The Board item is a bit confusing, in that it speaks to two bi-annual submissions, which I believe references reviews of existing partners. Do you have two other vendors that were identified in the bi-annual review?

Thank you,

Ellen

Ellen M. Roberts

Director, Business Affairs

College of DuPage

425 Fawell Blvd.  
Glen Ellyn, IL 60137  
630-942-2233  
roberts@cod.edu

-----Original Message-----

From: Purchasing Proposals  
Sent: Wednesday, September 12, 2018 1:54 PM  
To: Roberts, Ellen <roberts@cod.edu>  
Cc: Bedford, Yvonne <bedford@cod.edu>  
Subject: FW: Contract Approval Cover Sheet & Supporting Docs: LERN

Hello Ellen,

Enclosed contract for your review.

Thank you,

Jordan Towne  
Purchasing Expeditor

425 Fawell Blvd. | BIC 1B03 | Glen Ellyn, IL 60137-6599 | USA  
T: ( 630) 942.2576 | F: (630) 942.4201 | townej@cod.edu

- Click Here for current bids/Rfps!
- COD: Check out our Team Site!

-----Original Message-----

From: Bedford, Yvonne  
Sent: Wednesday, September 12, 2018 1:20 PM  
To: Purchasing Proposals <purchasing@cod.edu>  
Subject: Contract Approval Cover Sheet & Supporting Docs: LERN

Hello,

Please see attached Contract Approval Cover Sheet and supporting documents for LERN UGotClass.

Thanks for routing the contract for approval.

Regards, Yvonne Bedford  
Continuing Education  
X 4194



## CONTRACT APPROVAL COVER SHEET

Contract Name: Online training UGotClass

Requesting Department: Continuing Education/Business Solutions/CDL Date Initiated: 8.31.18

Contact Name: Debbie Hasse Phone: 942.2679

Email Address: hassed@cod.edu

Vendor Name: Learning Resources Network (LERN) Phone: 715-503-4592

Vendor Contact: Leslie Kowalczyk Email: leslie@lern.org

Total Contract: \$ up to \$4,800 per year

Contract Dates: Start: 9.1.2018

05-63-63002-5308001

FY Budget \$ Professional Development Training-Contr Service

\$125,000.00

End: 6.30.2020

Vendor 1: Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_

Vendor 2: Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_

Vendor 3: Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_

Contract Purpose: Expand online offerings for residents looking for online short term professional development programs

Contract Type: ☐ Independent Contractor ☒ Service Agreement ☐ Lease  
☐ Construction ☐ Other

Has the College contracted with this vendor in the past or is this a renewal or extension of a previously approved contract? ☒ Yes ☐ No (If YES, attach a copy of the relevant agreement.)

Are required support documents attached? (see page 2) ☒ Yes

I certify that I have read and understand the terms of this agreement and have appropriate authority to submit this agreement on behalf of my department. I further certify that the agreement is complete and includes all exhibits, attachments and pages.

Print

Sign

Requester: Debbie Hasse

Budget Mgr.: Dan Deasy

Dept. Adm.: Joe Cassidy

Submit to Purchasing in Berg Instructional Center (BIC), Room 1540 or email to [purchasing@cod.edu](mailto:purchasing@cod.edu).

Purchasing Dept. Use Only

Comments:

**REVIEWED**

Approval Initials: By E. Roberts at 8:04 am, Sep 17, 2018

## CONTRACT APPROVAL COVER SHEET (Instructions)

Per Administrative Procedure 10-60, all contracts entered into on behalf of the College of DuPage must be signed by the Vice President, Administration. This form must be completed in full and submitted with all contracts that require a signature.

Submit the contract, along with this form and all required support documents as outlined below, to Purchasing in the Berg Instructional Center (BIC), Room 1540 or via email at [purchasing@cod.edu](mailto:purchasing@cod.edu). Purchasing will review all documents, and, if appropriate, will forward to the Vice President, Administration for signature. Contracts submitted without complete documentation will be returned to the requester.

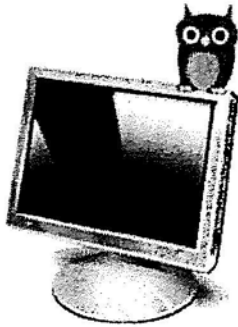
Required support documentation:

- ☒ 1. Contract value less than \$5,000: Contract Purpose section should indicate action taken to confirm best price.
- ☐ 2. Contract value between \$5,000 and \$14,999: minimum of three (3) verbal quotes must be documented (vendor name and quoted amount) on this form or an attached sheet.
- ☐ 3. Contract value between \$15,000 and \$24,999: minimum of three (3) written quotes.
- ☐ 4. Contract value of \$25,000 or greater: bid results (bid tabulation or RFP evaluation matrix), Board Report, and confirmation of Board approval (meeting minutes or Cabinet confirmation).
- ☐ 5. Contracts submitted as sole source: full justification of sole source and letter from the vendor confirming they are the only source of the product/service.
- ☐ 6. If vendor will be providing a service on campus a Certificate of Insurance is required. For additional information contact Risk Manager.

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Upon signature, the original contract will be returned to the requester. It is the responsibility of the requester to forward all fully executed contracts/agreements, no matter the dollar amount, to the Purchasing Department by emailing to [purchasingforms@cod.edu](mailto:purchasingforms@cod.edu) for inclusion in the College's contract database. If a vendor/contractor signature is still required after signature by the Vice President, Administration, it is the responsibility of the requester to obtain the remaining signature(s). Once fully executed, requester will scan a copy of the complete contract and email to [purchasingforms@cod.edu](mailto:purchasingforms@cod.edu).

A copy of the signed contract, along with all required support documents, must be attached to the requisition when initiated.



# UGotClass

Online certificates and courses



## PARTNER AGREEMENT

THIS PARTNER AGREEMENT is entered into on this 1st day of <sup>Sept</sup>~~August~~, 2018, by and between **LEARNING RESOURCES NETWORK, INC.**, a Kansas corporation with a mailing address of P.O. Box 9, River Falls, Wisconsin 54022 and an email address of [info@lern.org](mailto:info@lern.org) ("LERN") and College of DuPage (the Partner) with a mailing address of 425 Fawell Blvd, Glen Ellyn, IL 60137 and an email address of [www.cod.edu](http://www.cod.edu) (the "Partner").

**WHEREAS**, LERN has developed UGotClass™, an online course platform designed to support asynchronous, teacher-led, noncredit online education; and

**WHEREAS**, the Partner desires to make UGotClass™ online courses available to its students; and

**WHEREAS**, subject to the terms of this Agreement, LERN is willing to make UGotClass™ online courses available,

**NOW, THEREFORE**, the parties agree as follows:

1. Services Provided by LERN. During the term of this Agreement, LERN, at its sole expense, shall do the following:
  - a. Provide the Partner with a listing of UGotClass™ course titles and content descriptions from which the Partner may select one or more to offer to students;
  - b. Provide the Partner with a schedule containing the tuition and other fees, including amounts payable to LERN, associated with each course title;
  - c. Be responsible for the online delivery of and provide qualified online instructors to teach the UGotClass™ courses selected by the Partner;

- d. Provide registered students with course materials not included in the online classroom;
- e. Provide awards of completion to each student who satisfactorily completes a UGotClass™ course; and
- f. Submit invoices to the Partner on a monthly basis for an amount equal to the appropriate percentage of the registration/tuition fees collected by the Partner during the preceding month for UGotClass™ courses selected by the Partner. LERN Member organizations will receive 50% of the revenue. Non-member organizations will receive 40% of the revenue.

2. Services Provided by the Partner. During the term of this Agreement, the Partner, at its sole expense, shall do the following:

- a. Be responsible for marketing the availability of the UGotClass™ courses selected by the Partner;
- b. Be responsible for the registration and enrollment of students and handling of all student inquiries regarding enrollment and tuition payments;
- c. Collect all registration/tuition and other fees from students enrolled in UGotClass™ courses selected by the Partner;
- d. Notify LERN of the names and email addresses of all registered students, subject to modification on the basis of the drop/add system utilized by the Partner; and
- e. Pay all LERN invoices within sixty (60) days following receipt thereof either by check or by ACH or wire transfer. In accordance with Local Government Prompt Payment Act, the College will approve or disapprove an invoice from UGotClass within 30 days after receipt of the invoice or after the date of receipt of the goods, whichever is later. Any bill approved for payment shall be paid within 30 days after the date of approval (term: Net 60), in compliance with the Local Government Prompt Payment Act if payment is not made within the 60-day period, an interest penalty requirement of 1% per month is allowed if denoted and approved herein. LERN does not accept credit or debit cards, PayPal or similar electronic third party platforms for payments due hereunder.

3. Term. The term of this Agreement commences on the date hereof and will remain in effect from September 1, 2018 – June 30, 2020 unless and until terminated by either party by providing the other party with written notice of termination not less than thirty (30) days prior to the proposed termination date. In such event, the Partner shall pay all outstanding LERN invoices and make a final payment to LERN of any



registration/tuition fees collected by the Partner not yet invoiced by LERN. Notwithstanding the foregoing, if, on the proposed termination date, a UGotClass™ course has not been completed, LERN shall complete the course and the Partner shall not interfere with the completion thereof.

4. Intellectual Property. To the extent not in the public domain or the property of others, as between LERN and the Partner, LERN shall be the sole owner of all right, title, and interest in and to all UGotClass™ course materials, including syllabi, agendas, lesson plans, and other instructor-prepared materials and LERN reserves all rights thereto. LERN reserves all rights in the UGotClass™ trademark and all goodwill connected thereto. The Partner shall never dispute LERN's ownership of the UGotClass™ trademark.

5. Compensation. As compensation for services (marketing, advisement, registration, etc.), the Partner will receive a 50% of gross tuition revenues generated from courses. Payment by Partner to LERN will be made according to 2.e above.

6. Relationship of Parties. The relationship between LERN and the Partner is that of independent contractor. Except as specifically provided herein, neither party shall have the authority to create any obligations on behalf of or otherwise bind the other.

7. Confidentiality. LERN shall be considered a school official, as such term is defined under the Family Educational Rights and Privacy Act of 1974, as amended. As such, LERN may have access to the educational records and personally identifiable information about students registered/enrolled in UGotClass™ courses. LERN shall treat all such information as confidential, use the same only in connection with the course or courses taken by such students, and not disclose any such information to third parties except as may be required by law. Notwithstanding the foregoing, LERN shall be entitled to generate and use statistical information about UGotClass™ course enrollment and student profiles for any purpose provided such information does not include any personally identifiable information about students or the Partner.

8. Indemnification. Each party shall indemnify, defend, and hold the other harmless from and against any and all claims, liabilities, damages, costs, and expenses (including reasonable counsel fees) incurred by a party arising out of the negligence, intentional wrongful acts, or breach of this Agreement by the other party. This indemnification obligation shall survive the termination of this Agreement.

9. Miscellaneous.

a. Assignment. Neither party may assign this Agreement without the written consent of the other party.

b. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

c. This Agreement may be amended only in a writing executed by LERN and the Partner.

d. This Agreement shall be governed by the laws of the State of Illinois, without regard to its rules concerning conflict of laws.

e. Any disputes arising between the parties that cannot be resolved by the parties shall be resolved by litigation initiated and maintained in the state courts located in Illinois.

f. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be modified to the extent necessary for it to be valid and enforceable and all other provisions shall remain in full force and effect.

g. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and sent, prepaid, by recognized overnight courier such as Federal Express or Express Mail or by email (with written electronic receipt of successful transmission) to the mailing or email addresses in the preamble of this Agreement and shall be deemed to be effective upon receipt.

**IN WITNESS WHEREOF**, the parties have caused their authorized representatives to execute this Agreement as of the date first above written.

LEARNING RESOURCES NETWORK, INC.

By: Leslie Kowalczyk  
Name: Leslie Kowalczyk  
Title: Administrative and Customer Service Manager  
Duly Authorized

By: Brian W. Caputo  
Name: Brian W. Caputo, Ph.D., C.P.A.  
Title: Vice President/CFO  
Duly Authorized  
Administrative Affairs

**College of DuPage Approved UGotClass Trainings as of Jan 2018:**

**Business**

3D Printed Science and Math: Visualizations and Experiments  
Accounting and Finance for Non-Financial Managers  
Financial Analysis and Planning for Non-Financial Managers  
Introduction to Data Analysis  
Intermediate Data Analysis  
Advanced Data Analysis  
Strategic Selling with Social Media  
Power Selling  
Getting Started in Sales  
Law for Non Lawyers  
Introduction to 3D Printing  
Productivity eTools: Be Organized and Get Stuff Done  
Managing Productivity  
New 21st Century Strategies for Productivity and Time Management  
Introduction to Social Media  
Integrating Social Media in Your Organization  
Marketing Using Social Media  
Mentoring and Coaching in the Workplace Level 1  
Change Management Skills  
Onboarding New Employees  
Your Workplace Your Employees & The Law

**Leadership**

Leadership Principles  
Developing Your Leadership Skills  
Developing Your Professional Career  
Leadership in the 21st Century  
How to Avoid Fatal Leadership Errors

**Management**

Change in the Workplace  
Collaborative Management  
Dealing with Difficult People in the Workplace  
Managing Generations in the Workplace  
Creative Problem Solving  
Female Bullying in the Workplace

**New Media Marketing**

Google Apps for Business  
Digital Marketing Certificate  
Improving Email Promotions  
Boosting Your Web Site Traffic

Online Advertising

**Training and Education**

Advanced Teaching Online

Developing Hybrid Courses

The Flipped Classroom

Designing Successful Webinars

Managing & Marketing Webinars

Designing Online Instruction

Fostering Online Discussion

**Training for K12 Teachers**

Certificate in Learning Styles

Students with ASD (Autism Spectrum Disorder)

Generational Learning Styles

Gender in the Classroom

Online Learning and Teaching for K12 Teachers

Social Media and Online Tools for K12 Teachers

Students with ASD (Autism Spectrum Disorder)

Substitute Teacher Preparation.

Using Cell Phones in the Classroom

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**BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 502  
COUNTIES OF DuPAGE, COOK AND WILL, STATE OF ILLINOIS**

**REGULAR BOARD MEETING  
AUGUST 17, 2017 ~ 6:30 P.M. ~ SSC 2200**

**AGENDA**

- 
1. **CALL TO ORDER / PLEDGE OF ALLEGIANCE / ROLL CALL**
  2. **CLOSED SESSION** (to conclude by 7:00 p.m.)
  3. **RETURN TO OPEN SESSION**
  4. **PUBLIC COMMENT**
  5. **REPORTS**
    - a. Chairman's Report
    - b. Student Trustee's Report
    - c. President's Report
      - New Student Orientation
        - Earl Dowling, Vice President Student Affairs & Institutional Advancement
    - d. Audit Committee
  6. **PRESENTATIONS**  
**AG Report Update**
    - Dr. Brian Caputo, Vice President Administrative Affairs & Treasurer
  7. **INFORMATION**
    - a. Personnel Items
    - b. Financial Statements
    - c. Gifts & Grants Reports
    - d. Continuing Education RFP for Educational Partners
    - e. Monthly Construction Update
  8. **CONSENT AGENDA**
    - a. Board Policy 5-15: Responsibilities of the Board - 2<sup>nd</sup> Reading
    - b. Board Policy 5-100: Committees of the Board of Trustees - 2<sup>nd</sup> Reading
    - c. General Contractor for Continuing Education Office Renovation Project
    - d. Internet Recruitment Advertising
    - e. Blackboard Course Management System Annual Maintenance Renewal
    - f. General Contractor for SRC Door #1 Entrance Remodel Project
    - g. General Contractor for BIC Honors Commons Renovation Project
    - h. Physical Education Center (PEC) Arena Events Equipment Rental
    - i. FY2018 Payment to Educational Partner World Instructor Training School (WITS), owned by S.F. & Wellness
    - j. Comcast Spotlight LLC Cable, On Demand and Streaming TV Advertising
    - k. Comcast Spotlight LLC Advertising for McAninch Arts Center (MAC) National Touring Shows, Fiscal Year 2018



**COLLEGE OF DuPAGE**

**Regular Board of Trustees Meeting**

**August 17, 2017**

**INFORMATION**

- a. **Personnel Items**
- b. **Financial Statements**
- c. **Gifts & Grants Reports**
- d. **Continuing Education RFP for Educational Partners**
- e. **Monthly Construction Update**

- l. MAC Touring Artist Contracts that exceed \$25,000 for 2017-2018 Season
- m. In Residence Agreement with Buffalo Theatre Ensemble Second Year (FY18)
- n. Remit Funds held in Custody by the College of DuPage on behalf of MAC Rental Clients
- o. Produce and Dairy Purchases for Culinary & Hospitality Program
- p. Removal and Disposal Services for Lab Packed Waste, Universal Waste, Bulk Hazardous Waste and Non-Hazardous/Non-Regulated Waste
- q. Charter Transportation for Athletic Teams
- r. Athletic Training Services Contract Annual Expenses
- s. Metal Stock Material Purchases for Welding Technology
- t. Textbooks and Workbooks from Cambridge University Press for the Grant-Funded English Language Acquisition (ELA) Program
- u. Automotive Parts for the Automotive Program Service Class Resale and Educational Fleet Repairs
- v. Project Management Training
- w. Mailroom Furniture
- x. Contract between Bruce A. Sokolove (d/b/a Field Training Associates) for Law Enforcement Training Classes offered through Suburban Law Enforcement Academy (SLEA)
- y. Lead-Free Ammunition for Homeland Security Training Institute (HSTI), Suburban Law Enforcement Academy (SLEA) and College of DuPage Police Department (COD PD)
- z. Minutes of the July 6, 2017 Special Board Meeting
- aa. Minutes of the July 20, 2017 Regular Board Meeting
- bb. Approval of Reimbursement of Business Expenses for President Rondeau
- cc. Personnel Action Items
- dd. Financial Reports

9. RESOLUTION – ACADEMIC COMMITTEE OVERSIGHT

10. TRUSTEE DISCUSSION

11. Calendar Dates / Campus Events

- Friday, August 18, 2017: Special Board Meeting @ 6:00 p.m. – SSC-2200
- Thursday, September 21, 2017: Regular Board Meeting @ 7:00 p.m. – SSC-2200

12. CLOSED SESSION (if needed)

13. ADJOURN

**FUTURE MEETINGS**

**6:00 p.m.** – Special Board Meeting – **SSC-2200**  
**August 18, 2017**

**7:00 p.m.** – Regular Board Meeting – **SSC-2200**  
**Thursday, September 21, 2017**



**COLLEGE OF DuPAGE  
REGULAR BOARD MEETING**

**BOARD INFORMATION**

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1. **SUBJECT**

Continuing Education RFP for Educational Partners, for information purposes.

2. **BACKGROUND INFORMATION**

In an effort to be fully transparent, Continuing Education seeks to inform the Board of Trustees of its intention to renew or form new educational partnerships with the following companies, contingent upon successful negotiations of final memorandum of understanding: LERN, ProTrain, World Education, ed2go/Cengage, and Career Step.

A legal notice for a Request for Proposal (RFP) was published on June 1, 2017, in the Daily Herald and posted to the College of DuPage Purchasing Website. Seven (7) vendors were solicited. Thirty-seven (37) vendors downloaded the RFP documents. Seven (7) proposals were received. A public opening and reading of the proposal was held on July 12, 2017, at 2:00 p.m. in the College of DuPage Purchasing Department Conference Room (BIC 1B03A). One (1) proposal was delivered late and was rejected. The following individuals were in attendance: Jacoby Radford (COD Purchasing Manager/Facilitator), Beth Cernick (COD Purchasing Assistant/Recorder), Joanne Ivory (COD Associate Dean, Continuing Education/Agent of the Board), and Cristina Willard (COD Program Development Manager).

An evaluation committee comprised of employees from the Continuing Education Leadership Team was formed, and, in accordance with the evaluation criteria defined in the RFP, proposals were reviewed. The evaluation scores follow.

<b>Educational Partner</b>	<b>Composite Score</b>
<b>LERN</b>	<b>94.5</b>
<b>FKI</b>	<i>Disqualified</i>
<b>MRxl</b>	<b>45.77</b>
<b>ProTrain</b>	<b>85.33</b>
<b>World Education</b>	<b>72.5</b>
<b>ed2Go/Cengage</b>	<b>87.00</b>
<b>Career Step</b>	<b>86.17</b>

This process has been conducted annually since 2016 to determine new educational partners for Continuing Education, as well as to provide a periodic review of existing partners to ensure they are the best choice for the College and District 502. This

**Item 7d**  
**August 17, 2017**

process will increase to two (2) bi-annual submissions in FY2018 to allow Continuing Education to meet changing market need and to support rapid opportunity development.

This information item is for first reading to inform the Board of Continuing Education's intention to proceed with the review process with the identified companies. Agreements and approval items will be brought to subsequent Board Meetings when final Educational Partner selections have been made and individual agreements are complete.

Staff Contact: Joe Cassidy, Dean, Continuing Education/Extended Learning  
Cristina Willard, Program Development Manager, Business Solutions

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# UGotClass

Online certificates and courses



## PARTNER AGREEMENT

THIS PARTNER AGREEMENT is entered into on this 22<sup>nd</sup> day of January, 20 18, by and between **LEARNING RESOURCES NETWORK, INC.**, a Kansas corporation with a mailing address of P.O. Box 9, River Falls, Wisconsin 54022 and an email address of info@lern.org ("LERN") and College of DuPage (the Partner)

with a mailing address of 425 Fawell Blvd, Glen Ellyn, IL 60137 and an email address of www.cod.edu (the "Partner").

**WHEREAS**, LERN has developed UGotClass™, an online course platform designed to support asynchronous, teacher-led, noncredit online education; and

**WHEREAS**, the Partner desires to make UGotClass™ online courses available to its students; and

**WHEREAS**, subject to the terms of this Agreement, LERN is willing to make UGotClass™ online courses available,

**NOW, THEREFORE**, the parties agree as follows:

- I. Services Provided by LERN. During the term of this Agreement, LERN, at its sole expense, shall do the following:
  - a. Provide the Partner with a listing of UGotClass™ course titles and content descriptions from which the Partner may select one or more to offer to students;
  - b. Provide the Partner with a schedule containing the tuition and other fees, including amounts payable to LERN, associated with each course title;
  - c. Be responsible for the online delivery of and provide qualified online instructors to teach the UGotClass™ courses selected by the Partner;

d. Provide registered students with course materials not included in the online classroom;

e. Provide awards of completion to each student who satisfactorily completes a UGotClass™ course; and

f. Submit invoices to the Partner on a monthly basis for an amount equal to the appropriate percentage of the registration/tuition fees collected by the Partner during the preceding month for UGotClass™ courses selected by the Partner. LERN Member organizations will receive 50% of the revenue. Non-member organizations will receive 40% of the revenue.

2. Services Provided by the Partner. During the term of this Agreement, the Partner, at its sole expense, shall do the following:

a. Be responsible for marketing the availability of the UGotClass™ courses selected by the Partner;

b. Be responsible for the registration and enrollment of students and handling of all student inquiries regarding enrollment and tuition payments;

c. Collect all registration/tuition and other fees from students enrolled in UGotClass™ courses selected by the Partner;

d. Notify LERN of the names and email addresses of all registered students, subject to modification on the basis of the drop/add system utilized by the Partner; and

e. Pay all LERN invoices within sixty (60) days following receipt thereof either by check or by ACH or wire transfer. In accordance with Local Government Prompt Payment Act, the College will approve or disapprove an invoice from UGotClass within 30 days after receipt of the invoice or after the date of receipt of the goods, whichever is later. Any bill approved for payment shall be paid within 30 days after the date of approval (term: Net 60), in compliance with the Local Government Prompt Payment Act if payment is not made within the 60-day period, an interest penalty requirement of 1% per month is allowed if denoted and approved herein. LERN does not accept credit or debit cards, PayPal or similar electronic third party platforms for payments due hereunder.

3. Term. The term of this Agreement commences on the date hereof and will remain in effect for approximately six months (January 22, 2018 – June 30, 2018) unless and until terminated by either party by providing the other party with written notice of termination not less than thirty (30) days prior to the proposed termination date. In such event, the Partner shall pay all outstanding LERN invoices and make a final payment to LERN of any

registration/tuition fees collected by the Partner not yet invoiced by LERN. Notwithstanding the foregoing, if, on the proposed termination date, a UGotClass™ course has not been completed, LERN shall complete the course and the Partner shall not interfere with the completion thereof.

4. Intellectual Property. To the extent not in the public domain or the property of others, as between LERN and the Partner, LERN shall be the sole owner of all right, title, and interest in and to all UGotClass™ course materials, including syllabi, agendas, lesson plans, and other instructor-prepared materials and LERN reserves all rights thereto. LERN reserves all rights in the UGotClass™ trademark and all goodwill connected thereto. The Partner shall never dispute LERN's ownership of the UGotClass™ trademark.

5. Compensation. As compensation for services (marketing, advisement, registration, etc.), the Partner will receive a 50% of gross tuition revenues generated from courses. Payment by Partner to LERN will be made according to 2.e above.

6. Relationship of Parties. The relationship between LERN and the Partner is that of independent contractor. Except as specifically provided herein, neither party shall have the authority to create any obligations on behalf of or otherwise bind the other.

7. Confidentiality. LERN shall be considered a school official, as such term is defined under the Family Educational Rights and Privacy Act of 1974, as amended. As such, LERN may have access to the educational records and personally identifiable information about students registered/enrolled in UGotClass™ courses. LERN shall treat all such information as confidential, use the same only in connection with the course or courses taken by such students, and not disclose any such information to third parties except as may be required by law. Notwithstanding the foregoing, LERN shall be entitled to generate and use statistical information about UGotClass™ course enrollment and student profiles for any purpose provided such information does not include any personally identifiable information about students or the Partner.

8. Indemnification. Each party shall indemnify, defend, and hold the other harmless from and against any and all claims, liabilities, damages, costs, and expenses (including reasonable counsel fees) incurred by a party arising out of the negligence, intentional wrongful acts, or breach of this Agreement by the other party. This indemnification obligation shall survive the termination of this Agreement.

9. Miscellaneous.

a. Assignment. Neither party may assign this Agreement without the written consent of the other party.

b. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

c. This Agreement may be amended only in a writing executed by LERN and the Partner.

d. This Agreement shall be governed by the laws of the State of Illinois, without regard to its rules concerning conflict of laws.

e. Any disputes arising between the parties that cannot be resolved by the parties shall be resolved by litigation initiated and maintained in the state courts located in Illinois.

f. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be modified to the extent necessary for it to be valid and enforceable and all other provisions shall remain in full force and effect.

g. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and sent, prepaid, by recognized overnight courier such as Federal Express or Express Mail or by email (with written electronic receipt of successful transmission) to the mailing or email addresses in the preamble of this Agreement and shall be deemed to be effective upon receipt.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the date first above written.

LEARNING RESOURCES NETWORK, INC.

By: William A. Draves  
Name: William A. Draves  
Title: LERN President  
Duly Authorized

Brian W. Caputo  
Brian W. Caputo, Ph.D., C.P.A.  
Vice President/CFO  
Administrative Affairs

By: \_\_\_\_\_  
Name:  
Title:  
Duly Authorized

Learning Resources Network, Inc  
PO Box 9  
River Falls, WI 54022  
855-846-8252  
info@ugotclass.org



## INVOICE

### BILL TO

Debbie Hasse  
College of DuPage 10499  
425 Fawell Blvd.  
Glen Ellyn, IL 60137 US

INVOICE # 15080  
DATE 05/06/2020  
DUE DATE 06/05/2020  
TERMS Net 30

PRODUCT	AMOUNT
	97.50
	247.50
	495.00

Amount payable in U.S. Dollars.  
Thank you for your order!

BALANCE DUE

**\$840.00**

Please let us know if you have any questions.  
Learning Resources Network/UGotClass  
PO Box 9  
River Falls, WI 54022  
855-846-8252  
info@ugotclass.org