

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1676740

Vendor Name: Ac Harada Inc

Invoice Number: NP23-AHFEE

Invoice Date: 2/28/2023

PO Number:

Check Number: 0310926

Check Amount: \$ 6,300.00

Check Date: 04/11/2023

Voucher Number: V0779454

Document Type: AP Invoice

Document Below

## Check Request Form

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 Administrative Procedure 10-65, Vendor Payment — Non-Purchase Order.

Date: \_\_\_\_\_ Vendor ID: \_\_\_\_\_ Vendor Name: \_\_\_\_\_

Payee Address: \_\_\_\_\_ Payment Due Date: \_\_\_\_\_

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
<b>Total</b>			<b>\$</b>

Check the appropriate box below:

- ☐ 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.

Description on Check:

Other Instructions:

### All requests will require the following approvals:

Requester: \_\_\_\_\_ Print Name: \_\_\_\_\_

Budget Officer: \_\_\_\_\_ Print Name: \_\_\_\_\_

Requests \$5,000 and over will require the additional approvals below:

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Area Administrator (only required if request is \$5,000 and over): \_\_\_\_\_ Print Name: \_\_\_\_\_

Area Cabinet Officer (only required if request is \$10,000 and over): \_\_\_\_\_ Print Name: \_\_\_\_\_

Board Approval Date (only required if request is \$25,000 and over): \_\_\_\_\_

**Return approved request and all supporting documentation to Accounts Payable (SRC 2132A), [invoicing@cod.edu](mailto:invoicing@cod.edu)**

## Check Request Form (*cont.*)

### 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 Procurement Office.  
Payment cannot be made to a vendor until this process has been completed.
2. Complete and review this check request form and confirm that all relevant supporting documentation is attached including fully executed contracts, if applicable.
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 Office.

The check request form will be returned to the budget officer if the information is incomplete, not in compliance with College Policy, or if budget is not available.

**AGREEMENT**  
**Between**  
**COLLEGE OF DuPAGE**  
**And**  
**AC Harada Inc.**

This Agreement is entered into this 18th day of October, 2022 between College of DuPage and AC Harada Inc. (Consultant).

**SERVICES:** AC Harada Inc. shall perform the following services for the College of DuPage: Performing role of Bloody Mary in South Pacific with New Philharmonic Orchestra (on-book, music/dialogue will be provided). Venue for concerts and rehearsal is the Belushi Hall at the McAninch Arts Center, 425 Fawell Blvd, Glen Ellyn, IL 60137.

Rehearsals - Wednesday April 12, 2023 at 7:30PM and Thursday, April 13, 2023 at  
Consultant will perform duties at the College using College facilities as appropriate.

**WORK PRODUCT:** All documents, including reports and all other work products produced by Consultant under this Agreement shall become and remain the property of College of DuPage. The Consultant shall submit any document, publication, brochure, electronic media, etc., which was developed for College of DuPage under this Agreement to the College for copyright or trademark by the College.

**TERM:** The term of this agreement shall be April 12, 2023 to April 16, 2023.

**REMUNERATION:** A rate of 6300.00 per engagement shall be paid to AC Harada. ~~Invoices for services are to be submitted to College of DuPage prior to any payment to~~ AC Harada Inc.

**INDEPENDENT CONTRACTOR:** It is understood, acknowledged and agreed by the Parties that the relationship of Consultant to the College arising out of this Agreement shall be that of an independent contractor. Neither Consultant nor any employee or agent of Consultant is an employee or agent of the College and therefore, is not entitled to any benefits provided employees of the College. Consultant has no authority to employ/retain any person as an employee or agent for or on behalf of the College for any purpose. Consultant shall not represent to anyone that he is an employee of the College.

**PAYMENT:** Consultant must agree to receive all payments from the College via College Check or ACH transfer (CCD file format only). Instructions for registering for ACH payments are available on the College's Purchasing Department website: <http://www.cod.edu/about/purchasing/index.aspx>.

**TAXES:** AC Harada Inc. shall be responsible for any and all state, local and federal taxes due related to income from the above services. Consultant shall comply with all applicable Federal, State and local laws and regulations pertaining to wages and hours of employment. AC Harada Inc. is required to provide a completed IRS W-9 document in order to do business with the College.

**LIAISON:** While performing these services, it is understood that AC Harada Inc. will coordinate with Paula Cebula, Orches (name and title).

**LIABILITY:** AC Harada agrees to hold College of DuPage, its trustees, officers, directors, agents, successors and assigns, harmless from and against all losses, damages, injuries, claims, demands, and expenses, including attorney's fees, which may arise during the performance of this agreement.

AC Harada Inc. also represents and warrants that the services will not infringe any copyright, violate the rights of any person, or contain any other unlawful matter. AC Harada Inc. shall defend, indemnify and hold harmless College of DuPage and others of whom it may license and grants rights, against all damages suffered and expenses incurred based on any breach or alleged breach of AC Harada Inc.'s warranty.

**RESTRICTIVE COVENANTS:** The Consultant will not, during the period of this Agreement, use any Information for his own benefit or for the benefit of any person or entity other than College of DuPage; disclose to any person or entity any Information learned as part of this consult; or remove or make copies of any Information, in any form; except, in each case, as may be required within the scope of Consultant's duties during the term of this Agreement.

Consultant agrees to comply fully with the Federal Equal Employment Opportunities Act, including 29 C.F.R./Part 1609 "Guidelines on Harassment," the Illinois Human Right Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder and all amendments made thereto, Title VII of the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973, and any additions or amendments, and Consultant represents certifies and agrees that it has implemented a sexual harassment policy pursuant to 775 ILCS 5/2-105 and that no person shall be denied or refused service or other full or equal use of Consultant's services, or denied employment opportunities by Consultant on the basis of race, creed, color, religion, sex, national origin or ancestry, age disability unrelated to ability, marital status, or unfavorable discharge from military service.

Upon termination of this Agreement, or at any such time as the College may request, the Consultant will deliver to College of DuPage all copies in possession of any Information, in any form. Except on behalf of College of DuPage, the Consultant will not at any time assert any rights in or with respect to any Information. For purposes of this Agreement, "Information" means any, research, operational, product or service information, processes, data, samples, drawings, market information, customer information, manner of operation, techniques, databases, promotions, and other information that may be deemed similar to, based on or derived from any of the foregoing, or information. Information does not include information, knowledge, or data, which the Consultant can prove, was in individual's possession prior to the commencement of this Agreement or information, knowledge, or data, which was or is in the public domain.

**CERTIFICATION:** All independent consultants must also certify below regarding the status of any educational loans as required by state law effective January 1, 1988. (Must check one)

☒ I certify that I am not in default of an educational loan guaranteed by the State in the amount of \$600.00 or more.

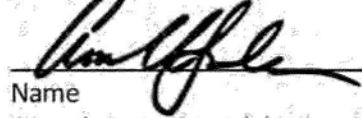
☐ I certify that I am in default on an educational loan guaranteed by the State in the amount of \$600.00 or more and I agree to make arrangements for repayment of this loan with the maker or guarantor within six months from the date of this contract.

**TERMINATION:** The College may terminate this Agreement and the services at any time upon five (5) days written notice to Consultant. The College shall not be responsible for any services or expenses incurred after the date of termination.

Consultant may terminate this Agreement and the services at any time upon four (4) weeks written notice to the College. Upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

In consideration thereof, both parties agree to the conditions set forth above.

Consultant



Name

Consultant President, AC HARADA INC

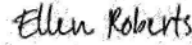
88-0732751

SS# OR FEIN

11/28/2022

Date

DocuSigned by:



45006CF06C5F425

Ellen Roberts

VP Administrative Affairs

College of DuPage

12/2/2022

Date

I agree with the terms stated above and certify that I have received a copy of the contract agreement.



Consultant

11/28/2022

Date

**SERVICES**

Performing role of Bloody Mary in South Pacific with New Philharmonic Orchestra (on-book, music/dialogue will be provided). Venue for concerts and rehearsal is the Belushi Hall at the McAninch Arts Center, 425 Fawell Blvd, Glen Ellyn, IL 60137.

Rehearsals - Wednesday April 12, 2023 at 7:30PM and Thursday, April 13, 2023 at 7:30PM - \$750 for each rehearsal

Performances - Saturday, April 15, 2023 at 7:30PM and Sunday, April 16, 2023 at 3PM -\$1,800 for each performance

Plus: Travel stipend \$1,200 / Hotel for 6 nights- King bed- no hospitality in the hotel / Ground transport to and from Chicago airport provided by the MAC / Two comp tickets

**From:** [Gieschen, Philip](#)  
**To:** [Junokas, Molly](#)  
**Subject:** Re: COI Waiver - Ann Harada  
**Date:** Tuesday, October 18, 2022 7:01:55 AM

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Hi Molly, insurance is waived for this performer.

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**From:** Junokas, Molly  
**Sent:** Monday, October 17, 2022 4:41:43 PM  
**To:** Gieschen, Philip  
**Subject:** COI Waiver - Ann Harada

Hi Phil,

We have a guest vocalist coming to sing with New Philharmonic Orchestra next April. She is an individual, not represented by an agency. Would it be acceptable to waive the COI in her case? I have attached her contract for review.

Please let me know if you have any questions.

Thanks,

**Molly Junokas**

McAninch Arts Center, College of DuPage  
630-942-3042 | [junokasm@cod.edu](mailto:junokasm@cod.edu)



"Junokas, Molly" <junokasm@cod.edu>

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**Check Request AC Harada Inc**

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"Junokas, Molly" <junokasm@cod.edu>

Mon, Mar 20, 2023 at 05:22 PM UTC

CC:

BCC:

Good afternoon,

Please process the attached check request for AC Harada Inc.

**Please note: Ellen McGowan will pick up check on 04/14/23.**

Thank you,

**Molly Junokas**

McAninch Arts Center, College of DuPage

630-942-3042 | [junokasm@cod.edu](mailto:junokasm@cod.edu)

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**1 attachment**

AC Harada Inc Inv NP23-AHFEE 6300.00 Soloist NP23\_PORCH.pdf