

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1406185
Vendor Name: My Chef Station, LLC
Invoice Number: 121417
Invoice Date: 12/18/17
PO Number:
Check Number: E0064964
Check Amount: \$ 240.00
Check Date: 01/17/2018
Department ID: 61014
Reviewer Name:
Voucher Number: V0490650
Redaction Type: None
Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

AP VERIFIED

CHANGE PASSWORD

LOG OUT

MAIN MENU

EMPLOYEES MENU

CONTACT US

EMPLOYEES

01/10/18 - BETHANY CRUSE

Welcome Yvonne!

Voucher

Voucher Number V0490650
 Voucher Amount \$240.00
 Vendor ID and/or Name 1406185 My Chef Station, LLC

Voucher Status In Progress (Unfinished) AP Type IM Invoices < \$15,000
 Voucher Date 01/08/18 Voucher Maintenance Date 01/08/18 Due Date 01/08/18
 Invoice Number 121417 Invoice Date 12/18/17
 Check/Transaction Number Paid Date

Created from Document

Item Description	Vendor Item	Quantity	Unit of Issue	Price	Extended Price	GL Distribution	Invoice Number	Tax Codes	Tax Info	Comments
Holiday Cookies Baking		1.000		240.0000	240.00	05-61-61014-5308001 Culinary & Travel CE : Instructional Service Contr	121417			

Comments Course #LEISR-0004-107
 Approval Date Next Approval

OK

JAN 09 2018

CHANGE PASSWORD

LOG OUT

MAIN MENU

EMPLOYEES MENU

CONTACT US

My Chef Station

#1406185



INVOICE 121417

12.18.2017

BILL TO

College of DuPage
Glen Ellyn, Illinois

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
Cookie Baking Class 12/14/17		60.00	240.00

LEISR-0004-107 Holiday Cookies

Payment is required
in 2017 for all 2017
Classes - Thanks

APPROVED

JAN 09 2018

05-61-61014-5308001

TOTAL DUE BY 12.26.2017

240.00

Thank you for your business!



November 20 2017
09:56

SECTION ROSTER
CE17FA - Bloomingdale Area

Page 2

Section: LEISR-0004-107 Holiday Cookies
Instructors: TBA

Schedule
12/14/17, 12/14/17 CHEF POST SEM R 06:30PM 09:30PM

ID	Student Name/Phone Number(s)	Acad Spec Credits/ Level	Need	CEUs	Ant. Taken Class	Acad Add/Drop/ Admit Cmpl Rpt Cr	Withdraw Drop Stat Date	Crs P/A	Stat Date	Gr
0559891	Donlon, Beverly M. 165 E Montana Glendale Heights, IL 60139-26		NC	CE			New 08/14/17			
	630-653-2167 (HOME) 630-479-4810 00740 (CELL)									
1366913	Gapastione, Jerri 28 W Edward St Lombard, IL 60148		NC	CE		Yes	New 08/14/17			
	630-268-1888 (HOME)									
1528395	Johnson, Lisa 532 Green Vally Dr West Lombard, IL 60148		NC	CE			New 08/14/17			
	630-408-0256 (CELL)									
1528392	Salyer, Sandi 520 S Brewster Ave Lombard, IL 60148		NC	CE		Yes	New 08/14/17			
	630-620-9946 (HOME)									

4 Students currently enrolled

Memorandum of Understanding

College of DuPage – My Chef Station, LLC

WHEREAS College of DuPage (hereinafter “COD”) provides advertisement and enrollment support for non-credit culinary courses.

WHEREAS My Chef Station, LLC. (hereinafter “My Chef”) has entered into an agreement, effective September 1, 2015, which requires My Chef to provide certain courses, course content, course materials, and course facilities to College of DuPage Continuing Education.

WHEREAS the parties believe that their objectives and educational efforts (collectively known as “the Program” in this agreement) will continue to be strengthened by joining their combined experience in course design, administration and marketing for the production of the COD/My Chef courses beyond the current expiry date of June 30, 2015.

NOW THEREFORE the parties hereto do hereby agree as follows:

This Agreement is entered into effective September 1, 2015 by and between My Chef and COD; My Chef and COD are from time to time collectively referred to as “Parties” or “Course Sponsors”, for the purpose of offering the courses on the premises of 632 E. Irving Park Rd., Roselle, IL 60172 from September 1, 2015, through June 30, 2016.

1. License. My Chef grants to COD the non-exclusive right to use the name “My Chef Station, LLC.” and like names in the title, marketing and other materials and aspects associated with the course offerings. This license is solely for the COD/My Chef courses and terminates at the end of the agreement.
2. Duties and Responsibilities of the Parties. Each Party agrees to perform the following responsibilities and duties with regard to the Program:

2.1 COD. College of DuPage shall provide the following:

Course Development and Management

- a.) Responsible for selecting the specific course topics and number of courses to be marketed each semester from those submitted to COD by My Chef.

Marketing

- a.) Responsible for marketing of the My Chef/COD courses maintaining an active marketing program through traditional and interactive media by
 - 1) Updating COD Continuing Education Website
 - 2) Advertising (digital and print)
- b.) All marketing pieces referring to the COD Continuing Education program must be approved by COD. COD is responsible for any pieces that display graphic design.
- c.) Provide dates for upcoming courses at least one (1) month in advance according to the COD academic scheduling calendar meeting specific deadlines as provide by COD representative.

Program Delivery

- a) Register and assist with enrollment of all COD course participants and processing of tuition payments will be the responsibly of COD.
- b) Provide enrollment numbers no fewer than seven (7) days from course start dates.
- c) As a first step in resolving a student, faculty or other course issue, all conflicts and concerns must be discussed with COD as soon as they arise. A COD representative will then develop a sequence of steps to be followed according to

COD policies, which My Chef will review. Once mutually agreed upon processes and outcomes are determined, COD and My Chef will follow the needed steps in an effort to successfully resolve all conflicts.

2.2 My Chef. My Chef Station, LLC. shall provide the following:

Program Development and Management

- a) The site and adequate facilities for the course on the premises of My Chef. Classroom will be furnished with the space, furniture, tools, materials, ingredients, and related resources for up to sixteen (16) students who will be engaged in the practical portion of the COD/My Chef courses.
- b) Hire any and all required instructors and/or aides needed for the purposes of the courses. Employee salary and benefits to be paid by My Chef.
- c) Assist in the ongoing development of curricula and design of the courses according to best knowledge of the current trends in culinary programs
- d) Ensure the quality and expertise of the faculty as it relates to said curricula
- e) Provide COD with listing of proposed courses, including fees, no less than four (4) months before the start of each semester
- f) Provide COD with notice of course cancellation no fewer than seven (7) days prior to a course start date

3. Compensation. COD shall receive a rate of twenty dollars (\$20) per College of DuPage registrant for program administration and marketing as defined above. My Chef shall receive tuition revenue collected by COD less the agreed upon rate as defined above. Invoices for services are to be submitted to COD prior to any payment to My Chef.

4. Nature of Association.

4.1. No Partnership Formed. This Agreement shall not be, or construed to be, a merger or partnership of any kind. Other than specifically provided with respect to the courses, COD takes no ownership interest in My Chef, nor does it assume in any way any liabilities of My Chef. Likewise My Chef undertakes no liabilities of COD.

4.2 No Liabilities Assumed. COD does not undertake to pay or otherwise assume any of the liabilities or obligations of My Chef, except for the agreed upon course revenue and except as expressly agreed to by COD in writing. My Chef assumes full liability for the acquisition of capital equipment. My Chef does not undertake to pay for or otherwise assume any of the liabilities or obligations of COD.

My Chef agrees to hold COD, its trustees, officers, directors, agents, successors and assigns, harmless from and against all losses, damages, injuries, claims, demands, and expenses, including attorneys' fees, which may arise during the performance of this Agreement.

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

4.3 Non exclusivity. This agreement is not exclusive in nature, and does not preclude My Chef or COD from forming training ventures or negotiating agreements with other institutions.

5. Option to Negotiate an Extension. Unless either party informs the other in writing, this agreement will auto-renew June 30 of each year after 2016. Either party can terminate this agreement for any reason with ninety (90) days advance notice.

6. Accounting. COD will provide My Chef with a final student roster per course for My Chef to generate an invoice to College of DuPage. COD shall have thirty (30) days to review the invoice and request further information or review. In the event that COD shall request further information or review, such monthly accounting shall not be deemed accepted until all issues regarding the accounting have been resolved by the mutual agreements of the Parties. If the Parties are unable to agree, the matter shall be resolved by arbitration in accordance with the Commercial Arbitration rules of the American Arbitration Association, with the arbitration to be held in DuPage County, Illinois. Failure of COD to make any request in writing within the time period will be deemed acceptance of the invoice by COD. The accounting will also be binding on the Parties for the purposes of any Extension of the Agreement.
7. Public Announcements. All public announcements, statements, press releases, brochures, advertising copy and all marketing materials of any kind relating to the activities, present or planned of the Parties shall be approved in writing by COD ("Approved Statements") and in writing (email accepted) by My Chef. My Chef shall not use the name College of DuPage except in the context of an Approved Statement or in a similarly approved disclaimer, nor shall COD use "My Chef" in any other context other than in publicity related to the marketing of the program or its annual reporting of activities.
8. Ownership Rights.
- 8.1. Ownership. COD shall own the rights to the Program and any other related programs. COD agrees to furnish My Chef with copies of records as permissible by law and state higher education regulations, on student, sponsor, and faculty contacts, photographs, course syllabi, and other program materials pertinent to the management of the Program. My Chef agrees to furnish COD with copies of records as permissible by law and state higher education regulations, on student, sponsor, and faculty contacts, photographs, course syllabi, and other program materials pertinent to the management of the Program.
- 8.2. COD Intangibles. The Parties agree that all trademarks, tradenames, service marks, trade or commercial names, logos, art work, copyrights and other intangible rights affecting COD's trademarks or services, or utilized in the marketing of the Program shall be and remain the property of COD ("COD Intangible Rights"), and shall be procured solely for the benefit of and in COD's name. The foregoing notwithstanding, this Agreement shall not grant to My Chef any right, title or interest in or to the term and name "COD", or any marks, logos, or art work related exclusively thereto, except as specifically licensed for the purposes of the Program and activities pursuant to this Agreement. To this end, if and to the extent the Program as developed by the Parties hereunder utilize, embody or incorporate, either in whole or in part, any of the COD Intangible Rights, then to such extent, subject to the terms of this Agreement, COD grants to My Chef, its successors and assigns, an exclusive, world-wide, right and license, during the Term of this Agreement, to utilize said COD Intangible Rights in the development, marketing, teaching, presentation and/or dissemination of the Program and, if applicable any books or recordings produced at or after the Program. Otherwise, My Chef shall not use any of the COD Intangible Rights, or any component part thereof, without the express written consent of COD.
- 8.3. MY CHEF Intangibles. The Parties agree that all trademarks, tradenames, service marks, trade or commercial names, logos, art work, copyrights and other intangible rights affecting My Chef's trademarks or services, or utilized in the marketing of the Program shall be and remain the property of My Chef ("My Chef Intangible Rights"), and shall be procured solely for the benefit of and in My Chef name. The foregoing notwithstanding, this Agreement shall not grant to COD any right, title or interest in or to the term and name

"My Chef Station" or "My Chef", or any marks, logos, or art work related exclusively thereto, except as specifically licensed for the purposes of the Program and activities pursuant to this Agreement.

9. Indemnification. Each Party (the "Indemnifying Party") shall jointly and severely defend, indemnify and hold the other Party (the "Claiming Party") harmless against and in respect of any damage, loss, liability, cost or expense, including expert witness fees and reasonable attorneys' fees, whether or not recoverable under applicable state law, resulting or arising from or incurred in connection with:
 - (a.) any misrepresentation, breach of warranty, or nonfulfillment or nonperformance of any agreement on the part of the Indemnifying Party under this Agreement;
 - (b.) any and all liabilities of the Indemnifying Party of any nature whatsoever, whether accrued, absolute, contingent or otherwise and whether known or unknown, except to the extent that any such liability arises from The Claiming Party's failure to perform or discharge, when due, The Claiming Party's future obligations; and
 - (c.) any actions, suits, proceedings, damages, assessments, judgments, costs or expenses incident to any of the foregoing.
10. Insurance. During the Term hereof and any Extended Term, COD shall maintain insurance, public liability and property damage, fire and theft, workers compensation, unemployment insurance and business interruption insurance to cover its employees and the Site and the Program (the "Policies") in such amounts and coverages as the law requires and as COD covers those activities in DuPage County, Illinois. My Chef shall maintain liability insurance for My Chef, its owners, employees, independent contractors and agents.
11. Miscellaneous.
 - 11.1. Government Restrictions. Anything contained in this Agreement to the contrary notwithstanding, the obligations of the parties hereto shall be subject to all laws, both present and future, including those of any government agency having jurisdiction over either party hereto, and to orders, regulations, directions or requests of any such government agency, or any department thereof, and the parties hereto shall be excused from any failure to perform any obligation hereunder to the extent such failure is caused by any such law, order, regulation, direction or request.
 - 11.2. Force Majeure. Neither party shall be liable for any loss, damage or injury whatsoever, whether direct, indirect, incidental or consequential, arising from or in connection with any cause or reason whatsoever, including but not limited to by reason of delay or inability to deliver because of fire, casualty, labor troubles, acts of civil or military authorities, flood, hurricane, material shortages or any other reason beyond such party's reasonable control.
 - 11.3. Governing Law. This Agreement shall be construed, interpreted and applied according to the substantive laws of the state of Illinois. Venue for any action related to this Agreement shall be in the Circuit Court of DuPage County.
 - 11.4. Nonwaiver. The waiver of either party of a breach or default in any of the provisions of this Agreement by the other party, shall not be construed as a waiver of any succeeding breach of the same or other provisions of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder, operate as a waiver of any such right, power or privilege by such party.
 - 11.5. Cooperation. The parties shall promptly execute such other documents as may be reasonably necessary for the implementation and consummation of this Agreement.

- 11.6. Modification. No modification of this Agreement or any of its provisions shall be binding upon the party against whom enforcement of such modification, renewal, extension, or waiver is sought, unless made in writing, and signed on behalf of such party or by one of its duly authorized and empowered officers.
- 11.7. Parties. This Agreement will be binding upon the contracting parties, their successors and permitted assignees.
- 11.8. Multiple Originals. This Agreement may be executed by the parties in any number of counterparts and each fully executed copy shall be an original for all purposes, and all copies taken together shall be one Agreement.
- 11.9. Entire Agreement. This Agreement constitutes the entire agreement, and supersedes any and all prior agreements, between the Parties. No amendment, modification or waiver of any of the provisions of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby.
- 11.10. Notices. Any notice, communication, offer, acceptance, request, consent, reply, or advice (herein severally and collectively, for convenience, called "Notice"), in this Agreement provided or permitted to be given, served, made, or accepted by any party or person to any other party or parties, person or persons, hereunder must be in writing, addressed to the party to be notified at the address set forth below, or such other address as to which one party notifies the other in writing pursuant to the terms of this Section, and must be served by (1) email, fax or other similar electronic method, or (2) depositing the same in the United States mail, certified, return receipt requested and postage paid to the party or parties, person or persons to be notified or entitled to receive same, or (3) delivering the same in person to such party.

Notice shall be deemed to have been given immediately when sent by email, fax or other electronic method and seventy-two hours after being deposited in the United States mail, or when personally delivered in the manner hereinabove described. Notice provided in any manner not specified above shall be effective only if and when received by the party or parties, person or persons to be, or provided to be notified.

All notices, requests, demands and other communications required or permitted under this Agreement shall be addressed as set forth below:

All notices, requests, demands and other communications required or permitted under this Agreement shall be addressed as set forth below:

If COD, to:
College of DuPage
Attention: Julie Konczyk
425 Fawell Blvd.
Glen Ellyn, Illinois
tel: (630) 942-2208
fax: (630) 942-3785
konczyk@cod.edu

If My Chef, to:
My Chef Station, LLC
632 E. Irving Park Rd.
Roselle, IL 60172.
Tel: (630) 529-3070

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

My Chef:

Elizabeth Perry
Name

11/16/15
Date

College of DuPage:

John Dischner
John-Dischner
Interim CFO and Treasurer
College of DuPage

Jan 5, 2016
Date