



Morton College

Special Meeting

Wednesday, July 22, 2020 11:00 AM



MORTON COLLEGE

COMMUNITY COLLEGE DISTRICT NO. 527

COOK COUNTY, ILLINOIS

Agenda for the Special Meeting

Wednesday, July 22, 2020

Agenda for the Special Meeting of the Morton College Board of Trustees of Illinois Community College District No. 527, Cook County, to be held at 11:00 AM on Wednesday, July 22, 2020, in the form of a teleconference call.

Notice: The Illinois General Assembly recently passed certain amendments to the Government Emergency Administration Act during its recently concluded special session which will allow local governments and public bodies to hold meetings without having a quorum physically present during a declared public health disaster, such as the current COVID-19 pandemic. On May 29, 2020 Governor Pritzker issued Executive Order 2020-38, a new Disaster Declaration covering all counties in Illinois which satisfies this requirement. Due to this Executive Order and the newly passed amendments, the July 22, 2020 meeting will be held electronically via telephone conference as an in-person meeting would not be practical or prudent because of the disaster. Board members and members of the public may dial the following call-in number to attend.

Dial-In Number: 866-678-6823

Conference Pass code: 6273476

1. Call to Order

2. Roll Call

3. Citizen Comments

Persons attending the teleconference meeting are expected to follow the guidelines outlined in Board Policy 1.6.7, Conduct of Meetings. In lieu of attendance, public comment may also be emailed to trustees@morton.edu at least one (1) hour before the meeting and any public comments received will be read into the record. Please be sure to include your name, town/affiliation, and the item you wish to address.

4. Consent Items

4. 1. Approval of the Consent Agenda-Items may be removed from the consent agenda on the request of any one member. Items not removed may be adopted by general consent without debate. Removed items may be taken up either immediately after consent agenda or placed later on the agenda at the discretion of the Board.

4. 2. Approval of the Minutes of the Regular Board Meeting held on June 24, 2020.	5
4. 3. Approval of the premium for Liability Insurance Coverage from Illinois Community College Risk Management Consortium for fy21, in the amount of \$270,784.00, as submitted.	13
4. 4. Approval of the continued institutional membership in the Illinois Council of Community College Presidents (ICCCP) for fy21, in the amount of \$2,750.00 and the ICC Marketing Collaborative, in the amount of \$1500.00 (2nd of 3 annual installments), as submitted.	15
4. 5. Approval of the purchase of 90 desktop computers and 60 monitors from CDW•G, for the upgrade of three classroom systems for fy21, in the amount of \$126,744.30, as submitted.	16
4. 6. Approval of the additional work required to fully complete the air handling unit upgrade already in progress by Johnson Controls, Inc., in the amount of \$49,715.00, as submitted.	20
4. 7. Approval of the Resolution accepting and approving Minor & East, Inc., as the apparent responsible and responsive bidder for the Morton College Stem Classroom Conversion Project, for a contract amount of \$130,484.00, as submitted.	23
4. 8. Approval of the apparent responsible and responsive bidder for the Jedlicka Theater stage lighting.	
4. 9. Approval of the apparent responsible and responsive bidder for the Jedlicka Theater stage rigging and curtains.	
4. 10. Approval of the apparent responsible and responsive bidder for the Jedlicka Theater audio/visual system.	
4. 11. Approval of the renewal of the Greater Chicago Food Depository Program Partner On Site Pantry Agreement, from July 27, 2020 - December 31, 2020, as submitted.	32
4. 12. Approval of the softball field renovation by Sports Field, Inc., in the amount of \$34,400.00, as submitted.	51
4. 13. Approval of the baseball field renovation by Turf Specialist Inc., in the amount of \$38,100.00, as submitted.	54
4. 14. Approval of the baseball infield and warning track installation proposal by Van's Enterprises, in the amount of \$42,884.00, as submitted.	57
4. 15. Approval of the first reading of proposed Board Policy 8.2.1 Comprehensive Non-Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation Policy. Combining Board policies 8.2.1 and 6.5 to create an amended policy 8.2.1.	60
4. 16. Approval of the Resolution accepting and approving The Graphic Edge, as the lowest responsible and responsive bidder for the purchase of athletic apparel from July 1, 2020 to June 30, 2023, for a rebate amount of \$9,000.00, as submitted.	72
4. 17. Approval of the Resolution approving and adopting an athletic training services agreement between Morton College and Athletico Management, LCC, from July 1,	81

2020 to June 30, 2023, in the amount of \$75,250.00 each year, as submitted.

5. Approval of New Job Description

5. 1. Assistant Fitness Center Manager 95

5. 2. Assistant Nutrition Center Manager 100

6. Approval of Full-Time Employment

6. 1. Carla Fortuna, Athletic and Fitness Center Programs Assistant, effective August 10, 2020. 105

6. 2. Christine Garbe, Nursing Faculty, effective August 10, 2020. 106

6. 3. Roseanne Aburto, Nursing Lab Support Assistant, \$21.00 per hour, effective August 10, 2020 107

6. 4. Dana Kraft, College Health Registered Nurse, \$65,000.00, effective August 10, 2020. 108

7. Adjournment



MORTON COLLEGE

COMMUNITY COLLEGE DISTRICT NO. 527

COOK COUNTY, ILLINOIS

Minutes for the Regular Meeting Wednesday, June 24, 2020

A Regular Meeting of the Board of Trustees of Morton College was held Wednesday, June 24, 2020, beginning at 11:00 AM in the form of a teleconference call.

1. Call to Order

The Regular Meeting of the Board of Trustees of Illinois Community College District No. 527 was called to order by Board Chair Fran Reitz, at 11:02 AM on Wednesday, June 24, 2020, in the form of a teleconference call.

2. Pledge of Allegiance

3. Roll Call

Present:

Fran Reitz, Trustee
Anthony Martinucci, Trustee
Jose Collazo, Trustee (by phone)
Frank J. Aguilar, Trustee
Susan Banks, Trustee (by phone)
Joseph Belcaster, Trustee (by phone)
Susan Grazzini, Trustee (by phone)

Also Present:

Dr. Stan Fields, President
Michael Delgado, Attorney, Del Galdo Law Group, LLC (by phone)

4. Citizen Comments

Persons appearing before the Board are expected to follow the guidelines outlined in Board Policy 1.6.7, Conduct of Meetings. In lieu of physical attendance, public comment may also be emailed to trustees@morton.edu at least one (1) hour before the meeting and any public comments received will be read into the record.

None

5. Reports

5. 1. ICCTA-ACCT

None

6. President's Report

6. 1. Finance Review

- Mireya Perez, Chief Financial Officer/Treasurer, presented the fy21 tentative budget. The budget is balanced with the exception of the Liability & Protection Fund. We will be using the fund balance from that fund to cover identified salaries and benefits - \$1,500,000.00
- Eliminated vacant positions - \$1,038,000.00
- Reduced meeting expense 30% - \$142,000.00
- Reduced ft faculty overload and pt faculty 20% - \$384,000.00
- Reduced tutoring expense 26% - \$31,000.00
- Reduced identified Contract Services expense 20%-66% - \$288,000.00
- Reduced identified Office Supplies/Instructional Supplies expense by 20-77% - \$82,000.00
- Reduced Institutional Scholarship expense 15% - \$344,000.00
- Reduced Nursing Department travel and meeting expenses - \$30,000.00

fy21 budget reduced \$3,839,000.00

- Annual salary increases for union and non-union are included, 3.5%

6. 2. HLC

Dr. Stan Fields, College President, mentioned that the College received a final report from the HLC's visiting team, and the College is working on the response. Dr. Fields reported that there would be a virtual hearing before the Institutional Actions Council on August 3rd, 2020.

7. Consent Agenda

7. 1. Approval of the Consent Agenda-Items may be removed from the Consent Agenda on the request of any one member. Items not removed may be adopted by general consent without debate. Removed items may be taken up either immediately after Consent Agenda or placed later on the agenda at the discretion of the Board.

Trustee Reitz made a motion to remove item 7.23 from the Consent Agenda.

Trustee Banks seconded the motion.

Trustee Martinucci asked if the item was moved for discussion or removal from the agenda.

Trustee Reitz clarified that the vote was to remove action item 7.23 from the Consent Agenda. She stated that the Board can

discuss, but that she was removing the item from the Consent Agenda for now. She suggested to move it to the back end right after the Consent Agenda to address it separately.

Trustee Martinucci made a motion to approve the Consent Agenda, which includes agenda items 7.1 to 7.22, with action item number 7.23 being removed and taken before action item 8.0.

Trustee Reitz seconded the motion.

Ayes: Trustees, Reitz, Martinucci, Collazo, Aguilar, Banks, Belcaster, Grazzini.

Nays: None

Motion carried.

Frank Marzullo, commented on action item 7.14, replacing the 40-year-old College main water line. Numerous leaks were found on the main water line when they were working on building the new welding lab.

Dr. Fields, thanked and congratulated Laurie Cashman for her hard work developing the CDL program, action item 7.19, starting in Fall 2020.

Trustee Reitz asked about the scheduling for the re-opening of the College.

Dr. Fields stated that the re-opening of the College is based on the Governor's guidelines; the state is moving into Phase 4. He commented that the College will open in the Fall term following state and federal guidelines.

Trustee Reitz made a motion for approval to place item action 7.23 on the floor for discussion.

Trustee Martinucci seconded the motion.

Trustee Reitz stated that they were discussing action item 7.23, approval of Lay-off/Transfer. She questioned the recommendation to reduce custodial staff with COVID-19. For example, Trustee Reitz stated that upon her arrival to the campus for the Board meeting, she physically had to open the door by the handle, and she was not happy doing it, because multiple people likely are touching handles and things like that. She doesn't understand why the College wants to lay off one single person in the Maintenance Department.

Dr. Fields, commented that as Mireya Perez presented earlier in this meeting that to balance the fy21 budget, they had to make difficult choices across the College and will continue to do so over the next several months. He assured the Board that between Frank Marzullo, Vice President of Administrative Services and Joe Florio, Director of Facilities, there was a very thoughtful and deliberative process to determine staffing levels in Maintenance and Facilities, while ensuring proper cleaning is maintained. Dr. Fields further stated that he has complete confidence in the decisions and recommendations of Mr. Marzullo and Mr. Florio.

Trustee Reitz stated that she disagreed because the Board was approving an agreement with an Independent Consultant for the Athletic Department for \$5000 a month, replacing the gym floor, accepting a new job description for Athletic and Fitness Center Programs Assistant, and \$300,000 on approvals for employments. She expressed her disagreement on talking about saving money, laying off one maintenance worker that makes \$15.00 an hour.

Trustee Reitz made a motion to deny the action to approve the layoff of Ana Macario.

Trustee Reitz clarified her motion with the Trustees joining the meeting by phone by stating that if they voted “yes”, they were voting to layoff Ana Macario; if they voted “no”, they were voting against the recommendation of the President and to not approve the layoff of this employee.

Trustee Martinucci asked Dr. Fields if there would be other situations like this coming from other departments. Dr. Fields stated, yes.

Trustee Reitz stated that it would be more prudent to have a list of the people being laid off or how the College is saving money from these actions, instead of just putting one person on the agenda. She commented that maintenance was a priority for the health and safety of the staff and students. She thought that it was ridiculous to have one person laid off through one action item when the Board just approved approximately \$300,000 worth of personnel expenses.

Trustee Martinucci stated that personnel decisions and staffing levels are day-to-day operational matters that are clearly the responsibility of the President. Trustee Martinucci stated that

The HLC has consistently raised concerns over the years of the Board interfering in day-to-day operational and personnel issues that are delegated to the College President. As a matter of clarification and for the record, Trustee Martinucci asked Mr. Florio and Mr. Marzullo directly, as the managers in this area if they, in fact, recommended to the President that this employee should be laid off. Both Mr. Florio and Mr. Marzullo answered, “yes”.

Trustee Reitz stated that she understood that these matters are day-to-day operational decisions. She commented that the Board’s job was to maintain the safety and health of this campus, the students, the staff, and the people coming to the College. She stated that to have a one-person lay-off, a female, Hispanic woman, making \$15.00 an hour, was ludicrous.

Trustee Reitz, stated that if there was no more discussion, to call roll.

Trustee Martinucci, asked Trustee Reitz, to be clear about the voting.

Trustee Reitz, stated that if the Trustees voted “Yes” they will lay off “Ana Macario, the Hispanic female, maintenance worker”, and if they vote “No” “they will be voting for safety and health.”

Trustee Martinucci asked Trustee Reitz if she had concerns that with the approaching Institutional Actions Council hearing if the HLC would not see the Board’s action as not following their policy governing role and making administrative and operational decisions.

Trustee Reitz expressed she had no concerns about the HLC and was willing to speak with them about her actions on this matter. She also challenged Mr. Martinucci to call them on the phone “right now” to discuss the matter and asked “why HLC was not at the meeting, if there was a concern.”

Trustee Martinucci reiterated that this action item was an operational and personnel decision and the Board should accept the recommendation of the President, who has the knowledge and expertise.

Trustee Reitz stated that she had no problem at all talking to the HLC on this item. She commented that she was not trying to get

into the College's day-to-day operations, but was talking about the safety of the school during the pandemic.

Trustee Martinucci asked Trustee Reitz if she did not think that the two gentleman in charge of Maintenance and Facilities were thinking of the safety of the College when making this recommendation.

Trustee Reitz, answered that she was not sure and asked Mr. Florio if he wanted to comment.

Dr. Fields asked the Trustees to move the matter to a vote.

Trustee Reitz seconded the motion.

Ayes: Trustees, Martinucci, Aguilar, Belcaster.

Nays: Trustee, Reitz, Grazzini, Banks

Motion failed. The Board rejected the recommendation of the Administration to lay-off this employee.

7. 2. Approval of the Minutes of the Regular Board Meeting held on May 27, 2020.
7. 3. Approval and Ratification of Accounts Payable and Payroll, in the amount of \$3,243,274.00 and Expense Transfers, in the amount of \$1,379,312.00, for the month of May 2020, as submitted.
7. 4. Approval of the Monthly Expense Report for fiscal year to date ending in May 2020 to be received and approved, as submitted.
7. 5. Approval of the Monthly Treasurer's Report for May 2020 to be received and filed for audit, as submitted.
7. 6. Approval of the FY21 Tentative Expense , as submitted.
7. 7. Approval of the Institutional Membership in the National Alliance of Community and Technical Colleges (NACTC) for FY21, at a cost of \$2,000.00, as submitted.
7. 8. Approval of the continued membership with the Illinois Community College Trustee Association (ICCTA), for fy21 in the amount of \$5,570.00, as submitted.
7. 9. Approval of the Overload Full Time Employment Report for Summer 2020 Semester, in the amount of \$399,779.60, pending additional class cancellations and/or additions, as submitted.
7. 10. Approval of the Adjunct Faculty Assignment/Employment Report for Summer 2020 Semester, in the amount of \$99,937.89, pending additional class cancellations and/or additions as submitted.
7. 11. Approval of the continued extended services support agreement with Ellucian, for the Enterprise Resource Planning System for fy21, in the amount of \$403,570.00, as submitted.

7. 12. Approval of the CRM services support agreement with Ellucian to maintain and support the College's ERP system for fy20, in the amount of \$73,570.00, as submitted.
7. 13. Approval of the continued extended services support agreement with Konica, for the services of copiers/printer for the Student Success Nursing Library, in the amount of \$261.00/month for sixty months, as submitted.
7. 14. Approval of the replacement of the main water line by Riccio Construction Corporation, in the amount of \$63,870.00, as submitted.
7. 15. Approval of the agreement with Jason Nichols, an Independent Consultant for the Athletic Department, \$5000.00/month effective July 1, 2020, as submitted.
7. 16. Approval of the refinishing of the gym floor by Specialty Floors, Inc, in the amount of \$26,495.00, as submitted.
7. 17. Approval of the Resolution approving and adopting an Affiliation Agreement between Morton Community College District No. 527 and Alivio Medical Center.
7. 18. Approval of the Resolution approving and adopting an Affiliation Agreement between Morton Community College District No. 527 and Advanced Orthopedic and Spine Care.
7. 19. Approval of the Partnership Agreement with All Pro Truck Driving School, LLC (All Pro), in offering the Commercial Driver's License (CDL) Program, in the amount not to exceed \$130,000.00, based on student enrollment and paid from the fees collected from enrolled students per each cohort the CDL Program offers.
7. 20. Approval of New Job Description
 7. 20. 1. Athletic and Fitness Center Programs Assistant
7. 21. Approval of Full-Time Employment
 7. 21. 1. Amanda Braun, Lab Assistant/Tutor PTA, \$60,000.00, effective July 1, 2020
 7. 21. 2. Jared Montgomery, Humanities, effective August 20, 2020
 7. 21. 3. Brandy Williams, College Health Support, \$75,000.00, effective July 13, 2020
 7. 21. 4. Erin Strauts, Director of Institutional Research, \$79,000.00, effective July 1, 2020
 7. 21. 5. Courtney O'Brien, Director of OAR/Registrar, \$80,000.00, effective July 13, 2020
7. 22. Approval of Part-Time Employment
 7. 22. 1. Carolyn Markel, ESL Adjunct, effective August 24, 2020
7. 23. Approval of Layoff/Transfer, for information only
8. New Business

Trustee Reitz, made a motion to nominate Trustee Sue Grazzini to serve as the Illinois Community College Trustee Association Representative.

Trustee Banks seconded the motion.

Ayes: Trustees, Reitz, Martinucci, Collazo, Aguilar, Banks, Belcaster, Grazzini.

Nays: None

Motion carried.

Trustee Reitz, asked for volunteer to serve as the Illinois Community College Trustee Association Alternate Representative.

No one volunteered.

8. 1. Appointment - Illinois Community College Trustees Association Representative and Alternate

9. Adjournment

Trustee Martinucci moved to adjourn the Regular Meeting of the Board.

Trustee Grazzini seconded the motion.

Ayes: Trustees, Reitz, Martinucci, Collazo, Aguilar, Banks, Belcaster, Grazzini

Nays: None.

Motion carried.

This meeting was adjourned at 11:29 a.m.

Frances F. Reitz, Board Chair

Jose Collazo, Secretary of Board

From: [Mireya Perez](#)
To: [Stan Fields](#)
Cc: [Maria Sanchez Anderson](#); [Ana L Valdez](#)
Subject: Board action - July board meeting
Date: Thursday, July 2, 2020 12:50:37 PM
Attachments: [ICCRMC Invoice FY21.pdf](#)

Proposed Action: THAT THE BOARD APPROVE THE PREMIUM FOR LIABILITY INSURANCE COVERAGE FROM ILLINOIS COMMUNITY COLLEGE RISK MANAGEMENT CONSORTIUM IN THE AMOUNT OF \$270,784 FOR FISCAL YEAR 2021.

Rationale: Required by Board Policy 1.1.1 and Chapter 110, Act 805/3-29 and 3-38.1 of the Illinois Compiled Statutes

Coverage is provided for liability, property, worker's compensation, student malpractice, athletic, and educator's legal liability.

(FY 2020 - \$235,087)

Thanks,

*Mireya Perez, CPA
Chief Financial Officer/Treasurer
Morton College
3801 South Central Ave
Cicero, IL 60804
Phone (708) 656-8000 ext 2289
Fax (708) 656-3194*

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ICCRMC

c/o Nugent Consulting Group
2409 Peachtree Lane
IL 60062

Invoice

Date	Invoice #
7/1/2020	167

Bill To
Morton College Mireya Perez 3801 South Central Avenue Cicero, IL 60804

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	2020/2021 Annual ICCRMC Contribution - Property	36,023.00	36,023.00
	Liability	88,339.00	88,339.00
	ELL	44,547.00	44,547.00
	Foundation D&O	1,500.00	1,500.00
	WC	85,650.00	85,650.00
	Athletic Accident	41,114.00	41,114.00
	Athletic Cat Cover	6,490.00	6,490.00
	WC Dividend	-24,953.00	-24,953.00
	All Other Coverage Dividend	-7,926.00	-7,926.00
		Total	\$270,784.00



ILLINOIS COUNCIL
of Community College
PRESIDENTS

***DUES
INVOICE***

Morton College
Attn: Dr. Stan Fields
3801 South Central Ave
Cicero, IL 60804

Date: 6/23/2020
Invoice #: 85069
Terms: Due upon Receipt

Description	Amount
FY21 Illinois Council of Community College Presidents (ICCCP) Dues	2,750.00
ICC Marketing Collaborative - 2nd of 3 annual installments	1,500.00
Please make check payable to: Presidents Council and mail to: ICCCP c/o Stephanie Spann 401 E. Capitol Ave, Ste 200 Springfield, IL 62701-1711	
	Total \$4,250.00

From: [Ruben V Ruiz](#)
To: [Board Materials](#)
Subject: Contract
Date: Thursday, July 9, 2020 12:22:24 PM
Attachments: [Lab upgrade quote.pdf](#)
[MORTON COLLEGE BOARD OF TRUSTEES Computer Labs.pdf](#)

Can this be included for this coming special board meeting,

Thank you

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MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE THE PURCHASED OF 90 NEW DESKTOP COMPUTERS AND 60 MONITORS FOR THE UPGRADE OF THREE CLASSROOMSYSTEM IN THE AMOUNT OF \$126,744.00 FOR FY 2021.

RATIONALE:

[Required by Board Policy 5.3.1 and Chapter 805, Section 3-27.1 of the *Illinois Compiled Statutes*]

Replaced all computer in rooms 303B, 324B, 316B.

Goals: Current computers are over 5 years in their lifespan, and in do not support new software updates, this updates will enhance staff, faculty and student success, and provide faster performance.

COST ANALYSIS:

\$126,744.30 -

ATTACHMENTS:

CDW-G Quote

QUOTE CONFIRMATION



DEAR RUBEN RUIZ,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

Here you go!

Thank you,



ACCOUNT MANAGER NOTES:

Marty Mangan
CDW-G
The Right Technology. Right Away.
Toll-Free: (866) 723-3280
Fax: (847) 968-1333
Email: martman@cdw.com

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LHCK693	3/5/2020	LENOVO I7	1307885	\$126,744.30

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo ThinkCentre M920z - all-in-one - Core i7 8700 3.2 GHz - 8 GB - 512 G Mfg. Part#: 10S60019US UNSPSC: 43211508 Contract: IPHEC 1DGS1306 Computer Peripherals (CN-00006509)	90	5206845	\$1,327.77	\$119,499.30
Lenovo ThinkVision E24-10 - LED monitor - Full HD (1080p) - 23.8" Mfg. Part#: 61B7JAR6US UNSPSC: 43211902 Contract: IPHEC 1DGS1306 Computer Peripherals (CN-00006509)	60	4803916	\$120.75	\$7,245.00

PURCHASER BILLING INFO		SUBTOTAL	\$126,744.30
Billing Address: MORTON COLLEGE ACCTS PAYABLE 3801 S CENTRAL AVE CICERO, IL 60804-4300 Phone: (708) 656-8000 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$126,744.30
	DELIVER TO		
Shipping Address: MORTON COLLEGE RUBEN RUIZ 3801 S CENTRAL AVE CICERO, IL 60804-4300 Phone: (708) 656-8000 Shipping Method: UPS Freight LTL, Special Services		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



CDWG Account Team - Tyler
and Marty

| (866) 723-3280

| tylerandmarty@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

From: [Frank E Marzullo](#)
To: [Board Materials](#)
Cc: [Melissa Ridyard](#)
Subject: FOR BOARD APPROVAL - JOHNSON CONTROLS CHANGE ORDER
Date: Thursday, July 9, 2020 1:59:12 PM
Attachments: [Morton College - Change Order.pdf](#)
[Board Action Sheet - CHANGE ORDERS - JOHNSON CONTROLS - S-13, S-14, & S-15.pdf](#)

Thank you,

Frank Marzullo
Vice President of Administrative Services
708 656-8000 ext 2441 rm 225B
frank.marzullo@morton.edu

From: Melissa Ridyard
Sent: Thursday, July 9, 2020 1:52 PM
To: Frank E Marzullo
Subject: FOR BOARD APPROVAL - JOHNSON CONTROLS CHANGE ORDER

Please see attached.

Thank you,

Melissa Ridyard
Executive Assistant
Operations, 224-B
Morton College
3801 S. Central Ave, Cicero, IL 60804-4398
708-656-8000 x.2440 (direct)
melissa.ridyard@morton.edu www.morton.edu

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**MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION**

PROPOSED ACTION: That the board approve the additional work required to fully complete the air handling unit upgrade already in progress.

RATIONALE: [Required by Board Policy 5.3.1 and Chapter 1 10, Act 805, section 3-27.1 of the Illinois Community College Act]

SCOPE OF WORK CHANGE

- Cap existing curbs (42X108) with plywood and sheet metal
- Cut ceiling and roof to provide for new duct work for 3 RTU's
- Provide custom curbs and seal roof penetrations
- 3 – 108 X 36 return ducts tied into the existing fresh air ducts on roof
- Tie in 19 supply zones off of new RTU's into existing duct work
- Plate off existing return ducts
- Install new 90/48 elbows in mechanical rooms
- Material price increases due to delayed installation from original project scope

COST ANALYSIS: \$49,715.00



Johnson Controls, Inc.
Controls Group
3007 Malmö Drive
Arlington Heights, IL 60005
Tel: 847-806-4483
Fax: 847-364-1536

Date: July 2, 2020

Project: Morton College – S-13, 14, & 15 Air Handling Unit Upgrade
Cicero, IL

RE: Change Order

Attention: Frank Marzullo
Executive Director of Operations

SCOPE OF WORK CHANGE

- Cap existing curbs (42X108) with plywood and sheet metal
- Cut ceiling and roof to provide for new duct work for 3 RTU's
- Provide custom curbs and seal roof penetrations
- 3 – 108 X 36 return ducts tied into the existing fresh air ducts on roof
- Tie in 19 supply zones off of new RTU's into existing duct work
- Plate off existing return ducts
- Install new 90/48 elbows in mechanical rooms
- Material price increases due to delayed installation from original project scope

PRICING

Total net price change.....\$49,715.00

All originally specified warranties would be in effect on completed project.

Best regards,

Todd Davis

Area Owner Sales Manager, North America
Building Solutions

Johnson Controls

3007 Malmö Drive
Arlington Heights, IL 60005

PHONE: (847) 354-1500
FAX: (847) 364-1536

From: [Maria Sanchez Anderson](#)
To: [Ana L Valdez](#)
Subject: FW: Resolution for July Board meeting- STEM
Date: Monday, July 13, 2020 11:13:39 AM
Attachments: [STEM Recommendation Letter.pdf](#)
[062920 Morton College Stem Classroom Proposal.pdf](#)
[Res approving bid for STEM Classroom Conversion Project from Miner & East-v2.docx](#)

From: Courtney Willits <willits@dlglawgroup.com>
Sent: Monday, July 13, 2020 11:09 AM
To: Maria Sanchez Anderson <maria.anderson@morton.edu>
Cc: Melissa Ridyard <melissa.ridyard@morton.edu>
Subject: Resolution for July Board meeting- STEM

Hi Maria!

Please see attached resolution for the July Board meeting regarding the STEM classroom conversion project.

If you have any questions please let me know.

Thank you!

Courtney
Courtney P. Willits
Attorney
Del Galdo Law Group, LLC
[1441 S. Harlem Avenue](#)
[Berwyn, IL 60402](#)
T: [\(708\) 222-7000](#)
F: [\(708\) 222-7001](#)

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A RESOLUTION ACCEPTING AND APPROVING THE APPARENT RESPONSIBLE AND RESPONSIVE BIDDER FOR THE MORTON COLLEGE STEM CLASSROOM CONVERSION PROJECT.

WHEREAS, Morton College, Community College District No. 527 (“Morton”) is a public agency of the State of Illinois; and

WHEREAS, Morton is created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Public Community College Act of the State of Illinois (the “Act”), as supplemented and amended; and

WHEREAS, Morton seeks to upgrade their STEM classroom (the “STEM Classroom Conversion Project”); and

WHEREAS, in accordance with the Act, Morton advertised for, publicly opened, and evaluated bids for the STEM Classroom Conversion Project and determined that Miner & East, Inc. (“Miner”) was the apparent responsible and responsive bidder; and

WHEREAS, additionally the architect firm RJA Architects, Ltd. (the “Architect”), submitted a letter of recommendation (the “Recommendation”) attached hereto and incorporated herein as Exhibit A, to award the construction contract to Miner; and

WHEREAS, it is in the best interests of Morton to accept and approve the bid of the apparent responsible and responsive bidder for the STEM Classroom Conversion Project, as described herein;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Community College District No. 527 (“Board”), Cook County, Illinois, as follows:

Section 1. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true, and correct and do hereby incorporate them into this Resolution by reference.

Section 2. The purpose of this Resolution is to accept and approve the bid of the apparent responsible and responsive bidder, Miner, for the STEM Classroom Conversion Project.

Section 3. The Board hereby accepts and approves the bid of the apparent responsible and responsive bidder, Miner, for the STEM Classroom Conversion Project.

Section 4. The Board hereby authorizes and directs the President or his designee, in consultation with the Attorney, to negotiate an agreement with Miner on the same terms and conditions as detailed in its request for proposal.

Section 5. The agreement between Morton and Miner shall be presented for ratification and approval by the Board at the next regular Board of Trustees meeting.

Section 6. This Resolution does not create, nor does it operate, as an agreement between Morton and Miner. In addition, this Resolution does not create any obligation upon Morton. The award of the STEM Classroom Conversion Project to Miner is subject to a written agreement approved by the Board.

Section 7. The headings of the articles, sections, paragraphs, and sub-paragraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 8. The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 9. All Board provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 10. This Resolution shall be effective and in full force immediately upon passage and approval.

Passed by a vote of ____ ayes and ____ nays at a Regular Meeting of the Board of Trustees held this _____ day of _____, 2020.

Chair, Board of Trustees
Illinois Community College District No. 527

Attest:

Secretary, Board of Trustees
Illinois Community College District No. 527

Exhibit A

1905 09

Job No.

Interior Architecture Educational
Interior Build-out for STEM Classroom

Friday 10 July 2020

Morton College

Attn: Frank Marzullo, Vice President of Administrative Services

I have reviewed the three proposals for construction of the STEM Classroom.

Minor & East is the low bidder and after some discussion with them, I am confident that they have included all of the work and are qualified to complete the work in an expeditious and professional manner.

Minor and East is a well established General Contracting company based in Chicago. rja/a has good experience with the company dating back to 2000. They are well insured.

They have included a performance bond in their proposal.

It is my recommendation for Morton College to award the Contract For Construction to Minor and East.

I have attached a revised proposal from Minor and East indicating that their proposal includes the full scope of work indicated on the drawing and enumerated in issued Addenda and an alternate cost for a polished concrete floor.

If Morton College wishes to proceed, upon your direction I will write a Contract For Construction and gather the appropriate pre-construction documents.

Please feel free to call with any questions or if you need additional information.

Regards,

Richard James Abrham

Richard James Abrham

CC: Misc. Doc. File



Miner & East, Inc.
General Contractors
Construction Management

1400 Jeffrey Drive
Addison, Illinois 60101
Office: 630 495-4411
Fax: 630 495-4542

June 29, 2020

Morton College
3801 Central Avenue
Cicero, Illinois 60604

Attn: Mr. Frank Marzullo

**Re: Morton College
Stem Classroom Conversion
Cicero, Illinois**

Dear Mr. Marzullo:

The following construction costs are based on the drawings A1.00 to A1.13 and E1.11 dated 6/10/20 by RJA/A, as well as our site visit:

DEMOLITION	\$ 8,900.00
METAL FRAMING, DRYWALL & FINISH TAPING	8,350.00
ACOUSTICAL CEILINGS	1,200.00
DOORS, FRAMES & HARDWARE	N.I.C.
MILLWORK & ROUGH CARPENTRY	N.I.C.
GLAZING	18,665.00
FLOORING	3,500.00
PAINTING	6,470.00
FIRE PROTECTION	N.I.C.
PLUMBING	N.I.C.
HVAC	N.I.C.
ELECTRIC	22,630.00



CONCRETE FLOOR PREPARATION & SEALING	8,600.00
VERTICAL TRANSPORTATION	8,808.00
STEEL RAILINGS	20,904.00
BUILDING PERMIT ALLOWANCE	N.I.C.
GENERAL CONDITIONS	11,500.00
OVERHEAD & PROFIT	<u>10,957.00</u>
TOTAL	\$ 130,484.00

NOTE:

1. ALTERNATE #1 – if the concrete floor is to be polished (in lieu of just sealing), please add \$8,803.00.
2. Demolition price includes removal of designated ACT tiles and panels, CMU and drywall partitions, doors and frames, cabinetry, metal handrails and flooring.
3. Drywall price includes patching of existing ceilings after acoustical panel removal, drywall work for new clerestory windows, furring of CMU walls, and drywall ceilings and soffits.
4. ACT price includes adding 2' tees to existing grid and new tiles in office per A1.13 note 16.
5. Glazing price includes one pair of ½" clear tempered glass doors with top/bottom stainless steel rails, (1) return sidelight, (8) lights for 21' x 6.5" opening, and door hardware including back pulls, bottom locks, floor strikes and overhead concealed closers.
6. Flooring price includes J&J Boom carpet, new vinyl base and necessary floor prep.
7. Painting price includes painting of walls P1, P2 and P3, paint drywall ceilings and soffits, painting of hollow metal doors, frames and sidelight P1, P2, and P3, and corridor repairs to nearest breakpoints.
8. Electric price includes (25) 2x4 lighting retrofit kits and new lenses, (6) Type B fixtures, (40) lf of LED tape lighting for cove, (6) cord dropped receptacles, (1) circuit for wheel chair lift, (2) duplexes, and (2) relocate AV devices.
9. Concrete Floor price includes removal of tile adhesive from concrete flooring and application of (2) coats of clear penetrating sealer to the concrete floor.
10. Vertical Transportation price includes (1) AmeriGlide Hercules 750 Commercial accessibility lift.



11. Steel Railings price includes new A316SS railings with side mount connections, posts, top rails and horizontal cable infills.
12. No bond costs are included.
13. No permit drawings are included unless specifically noted.
14. No overtime included unless specifically noted.
15. No code corrections included.
16. No voice/data cabling or removal of old cabling included.
17. Premises to be left vacuum clean; no janitorial services included.
18. No furniture partitions, assembly or wiring of same included.
19. No upgrades to existing demising walls included unless noted otherwise.
20. Furniture, equipment, or contents moving is not included unless noted otherwise.
21. No hazardous material removal or handling included.
22. There will be some unavoidable noise & dust. No cleaning of tenant's equipment, furniture or contents included.
23. Building permit cost is not included.
24. No special dust partitions or barricades included.
25. No repairs to perimeter window sills included.

Very truly yours,

MINER & EAST, INC.

By:

Eric D. Koertge
Vice President

From: [Frank E. Marzullo](#)
To: [Board Materials](#)
Cc: [Keith McLaughlin](#); [Marisol Velazquez](#)
Subject: FOR BOARD APPROVAL-GREATER CHICAGO FOOD DEPOSITORY-CONTRACT RENEWAL
Date: Wednesday, July 15, 2020 11:18:02 AM
Attachments: [GCDF Program Partner OnSite Pantry Agreement 2020.07.06 MortonCollege.pdf](#)
[GCDF-Morton College Agreement 2020.pdf](#)
[GCDF Program Partner Agreement Board Action.docx](#)

Thank you,

Frank Marzullo
Vice President of Administrative Services
708 656-8000 ext 2441 rm 225B
frank.marzullo@morton.edu

From: Marisol Velazquez
Sent: Wednesday, July 15, 2020 8:55 AM
To: Frank E Marzullo
Cc: Keith McLaughlin
Subject: FW: Morton College - Check in call

Hi Frank,

Enclosed is the updated contract for the Greater Chicago Food Depository (GCFD). We would like to sign the contract so we can re-open the Panther Pantry.

I enclosed the contract from last year for your reference.

Please advise if we can have the GCFD Food Pantry contract in the July board meeting.

Thank you,

Marisol Velazquez
Dean of Student Services

Morton College
3801 S. Central Avenue, Cicero IL
Room 212, Building B
Office # 708-656-8000 x.2439
www.morton.edu
#WeareMC #SomosMC

From: Gabriela Mata <gabriela.mata@morton.edu>
Sent: Monday, July 13, 2020 4:29 PM
To: Marisol Velazquez <marisol.velazquez@morton.edu>
Subject: RE: Morton College - Check in call

Marisol,

Attached is the requested board action along with the updated agreement and the previously approved agreement with GCFD.

Please let me know if there is anything else you need from me.

Thank you,

Gabriela Mata

Director of Student Activities
Pronouns: she/her/ella

From: Marisol Velazquez <marisol.velazquez@morton.edu>
Sent: Monday, July 6, 2020 1:47 PM
To: Gabriela Mata <gabriela.mata@morton.edu>
Subject: Re: Morton College - Check in call

For the board, pls create an action item then forward to me.
Marisol Velazquez
Dean of Student Services
Morton College

Sent from my iPhone

On Jul 6, 2020, at 10:34 AM, Gabriela Mata <gabriela.mata@morton.edu> wrote:

Great news! Finally!!

Can you share with Frank for review and approval as well as have this added to July's BOT meeting?

Please and thank you!

Get [Outlook for iOS](#)

From: Kelsie Kliner <kkliner@gcfd.org>
Sent: Monday, July 6, 2020 9:12 AM
To: Gabriela Mata
Cc: Jennifer Schreier; Blanca E Jara; Maria Sanchez Anderson; Pantry
Subject: RE: Morton College - Check in call

Good Morning.

Thank you again for taking the time to connect with me to share updates on how the pilot was going pre-COVID, and some of your goals as you look to re-open your pantry. It was helpful to hear your commitment to this effort, and to keeping students safe during this time. I have connected internally, and we would like to proceed with extending our pilot partnership through December 31, 2020. Attached you will find the updated agreement to reflect these dates. Please review, sign and return.

We would look to bring you back on with the same delivery schedule (4th Mondays), therefore, we would be targeting Monday, July 27th.

Please do not hesitate to reach out if there are any questions at this time. Thank you for all you do!

Kelsie

From: Kelsie Kliner <kkliner@gcfd.org>
Sent: Thursday, June 18, 2020 1:41 PM
To: Gabriela Mata <gabriela.mata@morton.edu>
Cc: Jennifer Schreier <jennifer.schreier@morton.edu>; Blanca E Jara <blanca.jara@morton.edu>; Maria Sanchez Anderson <maria.anderson@morton.edu>; Pantry <pantry@morton.edu>
Subject: RE: Morton College - Check in call

That works great! I just sent over an appointment for us, with call in details.

Kelsie

From: Gabriela Mata <gabriela.mata@morton.edu>
Sent: Thursday, June 18, 2020 1:32 PM

MORTON COLLEGE BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

PROPOSED ACTION:

Renewal of the Greater Chicago Food Depository Program Partner OnSite Pantry Agreement through December 31, 2020.

RATIONALE: [Required by Board Policy #5.6, 5.8].

The Greater Chicago Food Depository (GCFD) has agreed to renew our partnership agreement beginning July 27, 2020 through December 31, 2020. The GCFD will fully support our efforts in reopening our pantry to the college community beginning July 27, 2020. Our partnership will allow Morton College to benefit from the resources the GCFD offers, such like access to food banks, additional training, purchase food at an affordable cost, accumulate credits through volunteer work, and more. The agreement will allow GCFD monitor the College's pantry to ensure we meet all pantry guidelines and provide any additional services as necessary.

COST ANALYSIS: \$0.00

There is no cost to this agreement. Through this agreement, we will be able to purchase food at an affordable cost to maintain our pantry filled with necessary food products.

ATTACHMENTS:

GCFD Program Partner OnSite Pantry Agreement_2020.07.06_MortonCollege.pdf

GCFD-Morton College Agreement 2020.pdf

**A RESOLUTION APPROVING AND ADOPTING PROGRAM
PARTNER ON-SITE FOOD PANTRY AGREEMENT BETWEEN
MORTON COLLEGE THE GREATER CHICAGO FOOD
DEPOSITORY**

WHEREAS, Morton College, Community College District No. 527 ("Morton") is a public agency of the State of Illinois;

WHEREAS, Morton is created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Public Community College Act of the State of Illinois ("Act"), as supplemented and amended;

WHEREAS, the Greater Chicago Food Depository ("GCFD") is a non-for-profit organization that serves as a food bank for the State of Illinois' Emergency Food Program ("EFP");

WHEREAS, Morton desires to partner with the GCFD to participate in the EFP;

WHEREAS, the GCFD is qualified to provide assistance to Morton in implementing the EFP; and

WHEREAS, based on the foregoing, the Board of Trustees of Community College District No. 527 (the "Board") has determined that it is in the best interests of Morton to enter into the Agreement, attached hereto as Exhibit A, with the GCFD;

NOW, THEREFORE, BE IT RESOLVED by the Board that:

Section 1. Incorporation of Preambles.

The Board hereby finds that all of the recitals contained in the preambles to this resolution are full, true, and correct and do hereby incorporate them into this Resolution by reference.

Section 2. Purpose.

The purpose of this Resolution is to authorize the President or his designee to enter into the Agreement with the GCFD, and to further authorize the President or his designee to take all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate those

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

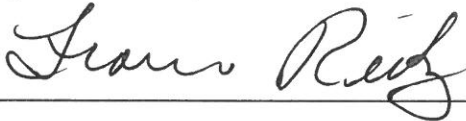
Section 7. Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 8. Effective Date.

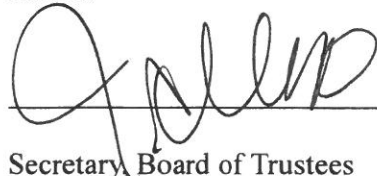
This Resolution shall be effective and in full force immediately upon passage and approval.

Passed by a vote of 7 ayes and 0 nays at a Regular Meeting of the Board of Trustees held this 18th day of December, 2019.



Chair, Board of Trustees
Illinois Community College District No. 527

Attest:



Secretary, Board of Trustees
Illinois Community College District No. 527



**Program Partner
On-Site Food Pantry Agreement
January 1, 2020 – June 30, 2020**

The Greater Chicago Food Depository (hereinafter "FOOD DEPOSITORY" or "GCFD") serves as the food bank for the State of Illinois' Emergency Food Program (EFP) for Cook County.

Program Partner (hereinafter "PARTNERS") is a term used by GCFD to reference "PARTNERS" that include, but are not limited to: schools, health systems, "PARTNERS" who do not have 501(c)3 status, or who are a part of state or local government agencies, such as libraries and parks.

PARTNERS entering into this agreement agree to adhere to the following:

GENERAL BUSINESS PRACTICES

1. If the PARTNER does have or obtains during the term of this agreement a not-for profit status issued by the Federal Internal Revenue Service (IRS) under section 501(c)(3), a copy of this certification must be provided to the FOOD DEPOSITORY for its records.
2. Have a written, concise mission or program goal that supports the need for a food program in the community which the partner serves.
3. Familiarize itself with social service organizations and other food programs in the immediate area and establish networks with the goal to support the best interests of the individuals served by the PARTNER on-site pantry program.
4. Maintain satisfactory program operations in terms of:
 - The safe and proper handling of food, which conforms to all local, state and federal regulations.
 - Willingness to abide by the policies, procedures, and record keeping requirements of the Greater Chicago Food Depository.
 - Be available for an on-site monitoring visit at least once every two years from the Food Depository.
 - Staff or volunteers of the PARTNER will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran.
 - Food resources (provide supplementary resources as needed beyond the resources acquired via GCFD)
 - A documented financial plan and sufficient budget to support a food program at the location
 - Volunteers and/or staff to run the operations of the program (the average food program has at least four to six people to assist with unloading food, organizing the food in the storage area, preparing for distribution)

4. Food and all other products sourced to PARTNERS for the purposes of pantry distributions must be given to recipients free of charge. PARTNERS may not:
 - Charge or solicit membership dues, fees, or donations from clients for food and products in any way, for any reason.
 - Require membership, organizational affiliation, or conduct activities that might be interpreted as a requirement to accessing pantry products and services, e.g., religious, political, fraternal, union, block club, etc.
 - Place any financial or volunteer requirements upon clients in exchange for food.
 - Sell food in any way. Food cannot be exchanged for money, services rendered, or other considerations.
5. Distribute all food for the expressed purpose, and only that purpose, approved by the FOOD DEPOSITORY at the time of membership application and approval. PARTNER'S membership may be terminated by the FOOD DEPOSITORY for non-approved food use and distribution. Examples of such non-approved uses includes, but is not limited to, the following: special events that serve food, back to school events, volunteer appreciation events, fundraising events, community events and use at locations not approved by the FOOD DEPOSITORY.
6. Agree to clearly distinguish between foods and products designated for the emergency feeding program from any other foods or products that may be used for unrelated programming or activities, e.g., food for program events.
7. Partners must not directly tie inherently religious activities, such as worship, religious instruction or proselytization to food distribution.
8. Any faith-based activities must begin one hour after the food distribution ends or the faith-based services must end one hour before the start of the food distribution.
9. If a number system for clients is being utilized to organize distribution activities, numbers may not be passed out more than 15-minutes prior to the start of the PARTNER'S posted distribution time.
10. Have regular/established days and hours of operation for services. The PARTNER must provide written documentation to the FOOD DEPOSITORY if changes occur. PARTNERS must agree to be open once a week for two consecutive hours for mass distribution unless otherwise approved by the FOOD DEPOSITORY. The FOOD DEPOSITORY may terminate this agreement if the PARTNER drops below its approved weekly schedule.
11. PARTNERS must distribute food using the client choice model.
12. Have written guidelines for providing or refusing client services. Make this information clearly visible and available for clients/potential clients on posters or flyers. Examples:
 - All clients need identification (student id, state identification, driver's license, etc.).
 - No client will be served while intoxicated.
13. PARTNER should have a telephone accessible during distribution for referral and security purposes.
14. Have a reliable computer and internet access onsite to use to record client intake.
15. Have an active email address for purposes of communication with the FOOD DEPOSITORY.

DEPOSITORY food was distributed that month. Please be sure to keep a duplicate of the survey for PARTNER records. After the 10th of the month, the PARTNER'S ability to place food orders will be on hold until the survey is received.

MONITORING VISITS, PARTNER TRAINING AND OPERATIONS

1. Agree to announced and unannounced site visits by a representative(s) of the FOOD DEPOSITORY. The PARTNER must agree to the occurrence of site visits during hours of operation while a member. Note: Photos of your distribution may be taken during site visits (not of clients). The intent of these visits are to ensure PARTNERS are meeting the expectations identified in this agreement, which includes food safety, record keeping and meaningful support experience for the clients served.
2. Agree to provide site visitor with requested documents as part of the monitoring process. Examples of documents that may be requested: proof of 501(c)(3) if applicable, mission statement or program description, blank intake form, pest control documentation, certified food handler's license, monthly survey documents, etc.
3. Agree to have the primary pantry coordinator identified by the PARTNER attend all required trainings and meetings before and during the time of this agreement. Examples include: food safety training, information trainings and meetings as needed.
4. The PARTNER must have keys to unlock dry storage areas and cold storage units always available during distribution hours.
5. PARTNER agrees to distribute within the assigned community area. However, the PARTNER agrees not to turn anyone in need away and will serve any individual once and provide information on how to locate emergency food resources in the future; provided, however, that the foregoing shall not be construed to require the PARTNER to allow otherwise unauthorized persons to access the PARTNER'S premises.
6. Inform the FOOD DEPOSITORY in writing immediately of the following circumstances:
 - A move from one location to another, even within the same building. In some cases, moving a program space from one area to another may disqualify the PARTNER from membership. Any change in location or physical storage area requires a site visit from the FOOD DEPOSITORY.
 - Changes in telephone numbers and email addresses. The FOOD DEPOSITORY must be able to reach PARTNERS quickly in the event of a product recall.
 - Change in director, coordinator, contact person, or licensed food handler. The PARTNER must ensure the Food Depository review this change so appropriate training and support can be provided to the PARTNERS designee.
7. PARTNER agrees to place an order from the FOOD DEPOSITORY food menu at least once a month to ensure ample support and resources for clients of the programs, especially the access to fresh produce. If a PARTNER fails to meet this requirement, the FOOD DEPOSITORY may terminate its membership.
8. PARTNER agrees to receive all deliveries of food from FOOD DEPOSITORY. The GCFD agrees to provide food deliveries on a mutually agreed to schedule.

All Grants/Funding dollars will be subject to an expiration date, which will be no later than TWELVE MONTHS FROM THE DATE IT WAS MADE.

All donations made to the FOOD DEPOSITORY for the benefit of a PARTNER are considered temporarily restricted gifts. These donations are both time and purpose restricted and must be used to benefit a PARTNER (i.e. food, capacity building grants, etc.). The FOOD DEPOSITORY will make reasonable efforts to utilize these funds for the designated purposes, but reserves the right to reallocate unused grants and cash donations to support other FOOD DEPOSITORY work.

PARTNERS may be the recipient of donated goods or funding through GCFD, or as a result of the PARTNERS own efforts. PARTNERS may be asked to adhere to any additional donor stipulations as directed, provided such stipulations do not conflict with this agreement.

ADDITIONAL SUPPORTS and PROGRAMMING for CLIENTS

As part of the FOOD DEPOSITORY'S, mission, 'Providing food for hungry people while striving to end hunger in our community', PARTNERS are strongly encouraged to support clients in connecting to meaningful resources and activities, such as benefit enrollment and nutrition education. These activities may or may not be in partnership with the FOOD DEPOSITORY, but will be provided as optional services for clients when appropriate.

GCFD support and programming will include but is not limited to:

1. Identify FOOD DEPOSITORY contacts to support the ongoing program support of the PARTNER
2. Provide ongoing support and training of PARTNERS related to the daily operations of the food pantry and the mission of ending hunger in our community.
3. Support strategic partnership development with data and resources necessary to make informed decisions, making team available to support internal development of programming at health systems.
4. Provide access to food ordering to support pantry inventory. The FOOD DEPOSITORY purchases and receives donations of 18 core food items for its menu. All usage guidelines and requirements outlined in this agreement apply to purchase products as well as donated products available from the FOOD DEPOSITORY.
5. Provide food deliveries on a mutually agreeable schedule.
6. Provide aggregate data to support development of sustainable programming.
7. Participate in regular meeting of PARTNERS to discuss program and growth opportunities.
8. Provide opportunities for networking and learning between PARTNERS.

The Partner of the Greater Chicago Food Depository listed here indicates by signature of an authorized person that he/she has read and understands the "Program Partner On-Site Pantry Agreement" and agrees to comply with all FOOD DEPOSITORY eligibility and operational requirements stated therein.

Upon reading and understanding the above requirements, I/we agree to comply with the terms of this agreement:

Partner Agency Number: _____ Program Number: _____ Date: _____

Name of Partner: Morton College

Partner Site Address: 3801 S. Central Avenue

City: Cicero State: IL Zip: 60804

Agency Website: WWW.MORTON-EDU

Assigned Area in community for distribution: 328C - Building C

Partner Telephone: 708 654 8000

Signature of Partner Coordinator: Primary: Gabriela Mata

Print Name of Coordinator: Primary: Gabriela Mata

Signature of Partner Coordinator: Secondary: _____

Print Name of Coordinator: Secondary: _____

Title of Coordinator: Director of Student Activities

Email address: gabriela.mata@morton.edu

Signature of Director/Authorized Signer: _____

Title: _____ Emergency Telephone: _____

(Should not be same as partner phone number)

Sign this agreement form acknowledging your intent and accepting the responsibilities of Partnership explained herein.

Greater Chicago Food Depository
Attn: Community and Network Services
4100 W. Ann Lurie Place, Chicago, Illinois 60632

Keep a copy of this agreement for your organizational files.



**Program Partner
On-Site Food Pantry Agreement
July 1, 2020 – December 31, 2020**

The Greater Chicago Food Depository (hereinafter “FOOD DEPOSITORY” or “GCFD”) serves as the food bank for the State of Illinois' Emergency Food Program (EFP) for Cook County.

Program Partner (hereinafter “PARTNERS”) is a term used by GCFD to reference partners that include, but are not limited to: schools, health systems, partners who do not have 501(c)3 status, or who are a part of state or local government agencies, such as libraries and parks.

PARTNERS entering into this agreement agree to adhere to the following:

GENERAL BUSINESS PRACTICES

1. If the PARTNER does have or obtains during the term of this agreement a not-for profit status issued by the Federal Internal Revenue Service (IRS) under section 501(c)(3), a copy of this certification must be provided to the FOOD DEPOSITORY for its records.
2. Have a written, concise mission or program goal that supports the need for a food program in the community which the partner serves.
3. Familiarize itself with social service organizations and other food programs in the immediate area and establish networks with the goal to support the best interests of the individuals served by the partner’s on-site pantry program.
4. Maintain satisfactory program operations in terms of:
 - The safe and proper handling of food, which conforms to all local, state and federal regulations.
 - Willingness to abide by the policies, procedures, and record keeping requirements of the Greater Chicago Food Depository.
 - Be available for an on-site monitoring visit at least once every two years from the Greater Chicago Food Depository.
 - Staff or volunteers of the program will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran.
 - Food resources (provide supplementary resources as needed beyond the resources acquired via GCFD)
 - A documented financial plan and sufficient budget to support a food program at the location
 - Volunteers and/or staff to run the operations of the program at (the average food program has at least four to six people to assist with unloading food, organizing the food in the storage area, preparing for distribution)

- High standard and operating practices around food safety and customer service standards to the individuals served
5. A Partner may not use the FOOD DEPOSITORY'S logo for co-branding purposes without written consent.
 6. When in agreement, the Partner will give consent to the FOOD DEPOSITORY to utilize the agency's name and information for external communications, marketing and advocacy via written consent.
 7. The Partner agrees to display appropriate membership signage of the FOOD DEPOSITORY when requested.

ADVOCACY

As part of the FOOD DEPOSITORY'S mission, 'Providing food for hungry people while striving to end hunger in our community', Partners are strongly encouraged to support the FOOD DEPOSITORY'S advocacy efforts, including participating in the annual Hunger Walk.

Additional advocacy opportunities that PARTNERS may be invited to participate in (if allowable by the Partner's organization) include: attendance in Springfield lobby day events, participating in local and national work and research/evaluation efforts, e.g. Hunger Study, as well as advocating to Legislative representatives and supporting State and Federal safety nets (e.g. SNAP).

COMMUNITY PARTNERSHIPS

The Partner agrees to work with the FOOD DEPOSITORY to build community capacity through partnerships and collaboration in support of the mission to provide food for hungry people while striving to end hunger in our community.

CLIENT SERVICES

1. Distribute food to those who are eligible within the Morton College community. Service must be given regardless of race, color, citizenship, ethnic origin, national origin, ancestry, religion, sex, marital status, pregnancy, disability, age, sexual orientation including gender identify, unfavorable discharges from the military or any group membership.
2. Distribute food received from the FOOD DEPOSITORY for the sole purpose of feeding those in need of emergency food assistance. **Any other use of the food received from the FOOD DEPOSITORY is prohibited.**
3. Volunteers who find it necessary to receive food assistance, are not to receive preferential treatment and must adhere to the same structure of support in place for all clients. This includes the following: Volunteers that are working to support the distribution activities are not allowed to pre-pack their bags before or during distribution, but may attend a distribution in which they are not volunteering or wait until the end of a distribution to receive their food support. Volunteers must adhere to the same distribution cycle as clients, i.e., if the Partner allows the client to visit the program once every 30 days, then the volunteer may only receive food once every 30 days.

4. Food and all other products sourced to Partners for the purposes of pantry distributions must be given to recipients free of charge. Partners may not:
 - Charge or solicit membership dues, fees, or donations from clients for food and products in any way, for any reason.
 - Require membership, organizational affiliation, or conduct activities that might be interpreted as a requirement to accessing pantry products and services, e.g. religious, political, fraternal, union, block club, etc.
 - Place any financial or volunteer requirements upon clients in exchange for food.
 - Sell food in any way. Food cannot be exchanged for money, services rendered, or other considerations.
5. Distribute all food for the expressed purpose, and only that purpose, approved by the FOOD DEPOSITORY at the time of membership application and approval. Partners may be terminated by the FOOD DEPOSITORY for non-approved food use and distribution. Examples of such non-approved uses includes, but is not limited to, the following: special events that serve food, back to school events, volunteer appreciation events, fundraising events, community events and use at locations not approved by the FOOD DEPOSITORY.
6. Agree to clearly distinguish between foods and products designated for the emergency feeding program from any other foods or products that may be used for unrelated programming or activities, e.g. food for program events.
7. Partners must not directly tie inherently religious activities, such as worship, religious instruction or proselytization to food distribution.
8. Any faith-based activities must begin one hour after the food distribution ends or the faith-based services must end one hour before the start of the food distribution.
9. If a number system for clients is being utilized to organize distribution activities, numbers may not be passed out more than 15-minutes prior to the start of the Partner's posted distribution time.
10. Have regular/established days and hours of operation for services. The Partner must provide written documentation to the FOOD DEPOSITORY if changes occur. Partners must agree to be open once a week for two consecutive hours for mass distribution unless otherwise approved by the FOOD DEPOSITORY. The FOOD DEPOSITORY may terminate this agreement if the Partner drops below its approved weekly schedule.
11. Partners must distribute food using the client choice model.
12. Have written guidelines for providing or refusing client services. Make this information clearly visible and available for clients/potential clients on posters or flyers. Examples:
 - All clients need identification (student id, state identification, driver's license, etc.).
 - No client will be served while intoxicated.
13. Partner should have a telephone accessible during distribution for referral and security purposes.
14. Have a reliable computer and internet access onsite for the use of client intake.
15. Have an active email address for purposes of communication with the FOOD DEPOSITORY.

FOOD STORAGE

1. Store food in a locked area.
2. Store food separately for each program or purpose. Example: Pantry program food may not be stored with food that is used for a program event, such as a fundraiser or volunteer appreciation event.
3. Shelf Stable Food: Store food in a clean, dry (50 to 60% humidity), and rodent- and insect-free storage area. All food must be stored in an appropriate area approved by the FOOD DEPOSITORY during site inspections. The FOOD DEPOSITORY does not allow the storage of food in garages, sheds, or buildings that are not part of the food distribution program. Food must be stored in a temperate regulated environment that has a constant temperature of 50 to 70 degrees Fahrenheit. Example: Do not store food in a boiler room or garage.
4. Partner must have a contract with a professional exterminator for a pest control plan.
5. Store food six (6) inches off the floor on pallets or shelves.
6. Store packaged foods (cornmeal, rice, beans, cereal, etc.) in pest resistant containers. Acceptable containers include enclosed metal cabinets, clean standard food-service containers, labeled plastic or metal bins with tight fitting lids. These containers should be used exclusively for the food.
7. Have cold storage space available for refrigerated and frozen items. Store refrigerated and frozen items in the appropriate units at the temperatures required by law. Refrigerators must have a temperature below 41 degrees Fahrenheit. Freezers must be maintained between 0 to -10 degrees Fahrenheit. Each cold storage unit/compartments must have a thermometer that indicates the temperature of each unit/compartments. Example: A refrigerator/freezer (or combination) unit requires two thermometers - one for the refrigerator compartment and one for the freezer compartment.
8. Rotate all stock. Distribute food based on the First-In, First-Out (FIFO) method.
9. No re-packing food items received through the food bank, i.e., repacking of meat into smaller packages.
10. Program staff and/or volunteers must complete a safe food handler's course, as required by Feeding America.
11. Store chemical products (shampoo, bleach, laundry soap, etc.) separately from food. Example: Store perishables on top portions of shelves, and store chemical products on the bottom portion of shelves.

RECORD KEEPING

1. Maintain accurate, up-to-date records, which indicate the amount of food received from the FOOD DEPOSITORY and client participation in agency programs. Records should be kept on-hand for a minimum of one year.
2. Food Pantries must use Link 2 Feed for the intake tool during their distributions.
3. Partners must send monthly service survey form, reporting your agency's service statistics for the month for all distributions, to the GREATER CHICAGO FOOD DEPOSITORY by the 10th of each month. Surveys emailed to communityrelations@gcfd.org. Blank forms will be provided upon request to the member agency for this purpose. This form is due whether or not the FOOD

DEPOSITORY food was distributed that month. Please be sure to keep a duplicate of the survey for Partner records. After the 10th of the month, the Partner's ability to place food orders will on hold until the survey is received.

MONITORING VISITS, PARTNER TRAINING AND OPERATIONS

1. Agree to announced and unannounced site visits by a representative(s) of the FOOD DEPOSITORY. The Partner must agree to the occurrence of site visits during hours of operation while a member. Note: Photos of your distribution may be taken during site visits (not of clients). The intent of these visits are to ensure the both partners are meeting the expectations identified in this agreement, which includes food safety, record keeping and meaningful support experience for the clients served.
2. Agree to provide site visitor with requested documents as part of the monitoring process. Examples of documents that may be requested: proof of 501(c)(3) if applicable, mission statement or program description, blank intake form, pest control documentation, certified food handler's license, monthly survey documents, etc.
3. Agree to have primary pantry coordinator identified by the Partner attend all required trainings and meetings before and during the time of this agreement. Examples include: food safety training and information trainings and meetings as needed.
4. The Agency must have keys to unlock dry storage areas and cold storage units always available during distribution hours.
5. Agency agrees to distribute within the assigned community area. However, the agency agrees not to turn anyone in need away and will serve any individual once and provide information on how to locate emergency food resources in the future; provided, however, that the foregoing shall not be construed to require the Partner to allow otherwise unauthorized persons to access the Partner's premises.
6. Inform the FOOD DEPOSITORY in writing immediately of the following circumstances:
 - A move from one location to another, even within the same building. In some cases, moving a program space from one area to another may disqualify the partner from membership. Any change in location or physical storage area requires a site visit from the FOOD DEPOSITORY.
 - Changes in telephone numbers and email addresses. The FOOD DEPOSITORY must be able to reach Partners quickly in the event of a product recall.
 - Change in director, coordinator, contact person, or licensed food handler. The Partner must ensure the Food Depository review this change so appropriate training and support can be provided to the partners designee.
7. Partner agrees to place an order from the FOOD DEPOSITORY food menu at least once a month to ensure ample support and resources for clients of the programs, especially the access to fresh produce. If a partner fails to meet this requirement, the FOOD DEPOSITORY may terminate its membership.
8. Partner agrees to receive all deliveries of food from FOOD DEPOSITORY.

9. When a partner is not in compliance with the terms of this agreement or any agreements other potential agreements with the FOOD DEPOSITORY, the partner may be placed on HOLD from all food ordering eligibility. Examples of when a hold may be implemented includes: Pest infestation, non-payment of purchases, failure to comply with site visits, failure to submit monthly surveys, misuse of food, etc. The HOLD is meant to give a partner the opportunity to correct the circumstance that created the HOLD. If after three months the partner has not contacted the FOOD DEPOSITORY, or has not corrected the issue, the membership termination process will begin. An agency may request a HOLD status if it wishes to reorganize or reevaluate its program. Self-selected HOLD status requires a site visit. Self-selected HOLD can continue without negative consequences to membership for up to three months.
10. If a Partner does not comply with membership eligibility or program requirements, or if it fails to respond to contacts from the food bank FOOD DEPOSITORY, its membership may be terminated. A six-month waiting period is required for a partner that wishes to reactivate membership. The reactivation process is the same as the original membership application process.

FEES

The Agency agrees to contribute as necessary to certain FOOD DEPOSITORY'S fees. While the FOOD DEPOSITORY offers an array of food items on the partner ordering menu at no cost/free, certain purchased food will be offered to the Partner at cost. If the partner chooses to order these at cost items off the menu, the partner agrees to pay all associated costs.

Certain FOOD DEPOSITORY classes/training programs may be offered that require the partner to pay a specified fee, if choosing to participate.

Note: All Partners are issued a specific credit limit. A Partner will be placed on HOLD if it constantly exceeds its established limit, or if it remits non-sufficient-funds (NSF) checks. There will be a fee charged to the Partner's account for returned checks.

If a Partner is terminated from programming, the Partner will be expected to pay its outstanding balance if partnership is sought to be reinstated.

DONATIONS and GRANTS

In the event the FOOD DEPOSITORY collects cash donations on behalf of the Partner, these donations become grants to purchase food. Use of these grants for other purposes must be approved in advance by the FOOD DEPOSITORY. Partner designated cash donations that turn into grants are expected to be used within a twelve month period after the donation date.

Other Grants, such as accrual of GCFD Labor Credits and Hunger Walk Participation Credits are also turned into grants that Partners can use to purchase food.

All Grants/Funding dollars will be subject to an expiration date, which will be no later than TWELVE MONTHS FROM THE DATE IT WAS MADE.

All donations made to the FOOD DEPOSITORY for the benefit of a Partner are considered temporarily restricted gifts. These donations are both time and purpose restricted and must be used to benefit a Partner (i.e. food, capacity building grants, etc.). The FOOD DEPOSITORY will make reasonable efforts to utilize these funds for the designated purposes, but reserves the right to reallocate unused grants and cash donations to support other FOOD DEPOSITORY work.

Partners may be the recipient of donated goods or funding through GCFD or as a result of the Partners own efforts. Partner may be asked to adhere to any additional donor stipulations as directed, provided such stipulations do not conflict with this agreement.

ADDITIONAL SUPPORTS and PROGRAMMING for CLIENTS

As part of the FOOD DEPOSITORY'S, mission, 'Providing food for hungry people while striving to end hunger in our community', Partners are strongly encouraged to support clients in connecting to meaningful resources and activities such as benefit enrollment and nutrition education. These activities may or may not be in partnership with the FOOD DEPOSITORY, but will be provided as optional services for clients when appropriate.

GCFD support and programming will include but is not limited to:

1. Identify FOOD DEPOSITORY contacts to support the ongoing program support of the Partner
2. Provide ongoing support and training of Partners related to the daily operations of the food pantry and the mission of ending hunger in our community.
3. Support strategic partnership development with data and resources necessary to make informed decisions, making team available to support internal development of programming at health systems.
4. Provide access to food ordering to support pantry inventory. The FOOD DEPOSITORY purchases and receives donations of 18 core food items for its menu. All usage guidelines and requirements outlined in this agreement apply to purchase products as well as donated products available from the FOOD DEPOSITORY.
5. Provide food deliveries on a mutually agreeable schedule.
6. Provide aggregate data to support development of sustainable programming.
7. Participate in regular meeting of partners to discuss program and growth opportunities.
8. Provide opportunities for networking and learning between partners.

Both Parties entering into this agreement agree to adhere to the following:

Indemnification

To the fullest extent permitted by law, the Partner and the FOOD DEPOSITORY agree to indemnify, defend and hold the other and Feeding America harmless from any liability arising out of this agreement and resulting from or claimed to result, in whole or in part, from the indemnifying party's (or its agents') acts or omissions.

The Partner agrees to release the original donor, the FOOD DEPOSITORY and Feeding America (the National Office) from any liability, including the following:

1. Any liabilities resulting from the donated goods;
2. Any claims or obligations in regard to the Partner or the donated goods; and

The FOOD DEPOSITORY does not offer, and the Partner shall not offer, any express warranties in relation to the gift of goods.

Additionally, both parties agree to each of the following:

1. The safe and proper handling of the donated goods, in conformance with all local, state and Federal regulations.
2. Both parties will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, sex, national or ethnic origin, ancestry, age, marital status, pregnancy, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.

CHANGES IN POLICY

FOOD DEPOSITORY partnership guidelines and eligibility requirements are subject to change at any time. The FOOD DEPOSITORY shall communicate significant policy and procedural changes to its partners in writing.

The Partner of the Greater Chicago Food Depository listed here indicates by signature of an authorized person that he/she has read and understands the "Program Partner On-Site Pantry Agreement" and agrees to comply with all FOOD DEPOSITORY eligibility and operational requirements stated therein.

Upon reading and understanding the above requirements, I/we agree to comply with the terms of this agreement:

Partner Agency Number: _____ Program Number: _____ Date: _____

Name of Partner: Morton College

Partner Site Address: _____

City: _____ State: _____ Zip: _____

Agency Website: _____

Assigned Area in community for distribution: _____

Partner Telephone: _____

Signature of Partner Coordinator: Primary: _____

Print Name of Coordinator: Primary: _____

Signature of Partner Coordinator: Secondary: _____

Print Name of Coordinator: Secondary: _____

Title of Coordinator: _____

Email address: _____

Signature of Director/Authorized Signer: _____

Title: _____ Emergency Telephone: _____

(Should not be same as partner phone number)

Sign this agreement form acknowledging your intent and accepting the responsibilities of Partnership explained herein.

Greater Chicago Food Depository
Attn: Community and Network Services
4100 W. Ann Lurie Place, Chicago, Illinois 60632

Keep a copy of this agreement for your organizational files.

From: [John W. Treiber](#)
To: [Maria Sanchez Anderson](#)
Cc: [Stan Fields](#)
Subject: Fw: Softball Field Proposal
Date: Monday, July 13, 2020 11:39:09 PM
Attachments: [OutlookEmoji-1567566740237_Panthers.png](#)
[SB Field Proposal.docx](#)

Maria,

Can we add this softball field work proposal to the board agenda next week for approval? The total amount is \$34,400 for the work that we done.

Best Regards,

John Treiber, M.Ed.

Athletic Director

Email: john.treiber@morton.edu

Phone: 708.656.8000 ext. 2370

Office: 101-D

Morton College

[3801 S. Central Ave.](#)

[Cicero, IL. 60804](#)



From: John W. Treiber
Sent: Tuesday, July 7, 2020 9:59 PM
To: Stan Fields
Subject: Softball Field Proposal

Stan,

MORTON COLLEGE BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

PROPOSED ACTION: Approval of the softball field renovation by Sports Field, Inc., in the amount of **\$34,400.00**, as submitted.

RATIONALE: [Required by Board Policy 5.3.1 and Chapter 1 10, Act 805, section 3-27.1 of the Illinois Community College Act]

COST ANALYSIS: Total \$34,400.00

SOFTBALL INFIELD

- Sportsfields, Inc. to edge the infield and remove all lips,
- Sportsfields, Inc. to haul/dump scrap off site,
- Sportsfields, Inc to add (4) semis of our Mid Lo infield mix, spread and grade,
- Sportsfields, Inc. to install a new Bolco 300-AS home plate and a new four-way rubber at 46ft.,
- Sportsfields, Inc. to install DuraBrick in the wear areas of the plate and mound,
- Sportsfields, Inc. to install three new CH Hollywood base anchors/plugs at 60ft,
- Sportsfields, Inc. to provide a set of ML6200 bases,
- Sportsfields, Inc. to groom and roll infield upon completion

Cost.....\$17,900.00

- Sportsfields, Inc to install two bullpens, left/right field, each with two mounds.....\$4,000.00

Cost.....\$4000.00

- Warning track, foul areas and the outfield

Cost.....\$12,500.00

ATTACHMENTS: Sportsfields, Inc, proposal.



12200 S. Shirley • Alsip, IL 60803 • Phone: (708) 371-0917 • Fax: (708) 371-0108

June 18, 2020

Morton College
Attn: John Treiber
RE : Infields, 2019

SOFTBALL INFIELD

1. Sportsfields, Inc. to edge the infield and remove all lips,
2. Sportsfields, Inc. to haul/dump scrap off site,
3. Sportsfields, Inc. to add (4) semis of our Mid Lo infield mix, spread and grade,
4. Sportsfields, Inc. to install a new Bolco 300-AS home plate and a new four way rubber at 46ft.,
5. Sportsfields, Inc. to install DuraBrick in the wear areas of the plate and mound,
6. Sportsfields, Inc. to install three new CH Hollywood base anchors/plugs at 60ft,
7. Sportsfields, Inc. to provide a set of ML6200 bases,
8. Sportsfields, Inc. to groom and roll infield upon completion

Cost.....\$17,900.00

- a. **Sportsfields, Inc to install two bullpens, left/right field, each with two mounds.....\$4,000.00**
- b. **Warning track, foul areas and the outfield.....\$ 12,500.00**

All work to be scheduled upon acceptance of this proposal and weather permitting. The target renovation date will be August 1st.

Please review and let me know if I covered everything. Consider us for tarps, windscreens, etc. Play ball.....

Respectfully submitted for your review,

James Walsh

From: [John W. Treiber](#)
To: [Maria Sanchez Anderson](#)
Cc: [Stan Fields](#)
Subject: BB Field Proposal
Date: Monday, July 13, 2020 11:54:44 PM
Attachments: [Turf Specialists proposal.png](#)
[OutlookEmoji-1567566740237_Panthers.png](#)

Maria,

Please add this baseball field renovation proposal to the Board agenda for approval next week.

Best Regards,

John Treiber, M.Ed.

Athletic Director

Email: john.treiber@morton.edu

Phone: 708.656.8000 ext. 2370

Office: 101-D

Morton College

[3801 S. Central Ave.](#)

[Cicero, IL. 60804](#)



From: ROGER BOSSARD
Sent: Tuesday, July 7, 2020 8:48 PM
To: John W. Treiber
Subject: Field Proposal
John,

Please see attached for our proposal. Let me know if you have any questions.

MORTON COLLEGE BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

PROPOSED ACTION: Approval of the baseball field renovation by Turf Specialist Inc., in the amount of \$38,100.00, as submitted.

RATIONALE: [Required by Board Policy 5.3.1 and Chapter 1 10, Act 805, section 3-27.1 of the Illinois Community College Act]

COST ANALYSIS: \$38,100.00

1. Install 4 Blend Bluegrass Big Roll Sod
2. Install all new bases, pitching rubber, and home plate
3. Build new pitching mounds to spec
4. Supply 2-ton conditioner for infield
5. Supply 1-ton blue clay for mounds
6. Rebuild main mound to proper spec
7. Consult school on proper maintenance procedures

Total cost to complete the project is \$38,100.00

ATTACHMENTS: Turf Specialist Inc. Proposal

Turf Specialists Inc.

July 7, 2020

John Treiber
Morton Community College
3801 S Central Ave
Cicero, IL 60804

Mr. Treiber,

The following is an outline of what I propose for the reconstruction of your playing surface:

1. Install 4 Blend Bluegrass Big Roll Sod
2. Install all new bases, pitching rubber, and home plate
3. Build new pitching mounds to spec
4. Supply 2 ton conditioner for infield
5. Supply 1 ton blue clay for mounds
6. Rebuild main mound to proper spec
7. Consult school on proper maintenance procedures

Construction to be completed and field will be playable by August 30, 2020. The total cost to complete the project is \$38,100.



Roger Bossard
Agronomist / Turf Consultant

40 Ruffled Feathers Drive, Lemont, IL 60439

From: [John W. Treiber](#)
To: [Maria Sanchez Anderson](#)
Cc: [Stan Fields](#)
Subject: Re: BB Field Proposal
Date: Tuesday, July 14, 2020 12:02:05 AM
Attachments: [OutlookEmoji-1567566740237_Panthers.png](#)
[Van's Enterprise BB Field proposal.png](#)

Maria,

Please add this baseball infield and warning track installation proposal to the Board agenda for approval next week.

Best Regards,

John Treiber, M.Ed.

Athletic Director

Email: john.treiber@morton.edu

Phone: 708.656.8000 ext. 2370

Office: 101-D

Morton College

[3801 S. Central Ave.](#)

[Cicero, IL. 60804](#)



From: John W. Treiber
Sent: Monday, July 13, 2020 11:54 PM
To: Maria Sanchez Anderson
Cc: Stan Fields
Subject: BB Field Proposal

MORTON COLLEGE BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

PROPOSED ACTION: Approval of the baseball infield and warning track installation by Van's Enterprises, in the amount of \$42,884.00, as submitted.

RATIONALE: [Required by Board Policy 5.3.1 and Chapter 1 10, Act 805, section 3-27.1 of the Illinois Community College Act]

COST ANALYSIS: Total of \$42,884.00

Project: Regulation grass infield renovation and warning track installation

ATTACHMENTS: Van's Enterprises, Proposal



90 Le Baron St.
Waukegan, IL 60085
847-367-7828

Morton Community College

July 5, 2020

PROPOSAL

Job Site: Goss Field Baseball Infield
Project: Regulation Grass Infield Renovations and warning track installation

1. Lay out to the correct dimensions for a 90 foot basepath grass infield.
2. Remove the infield, sideline, and outer arc on baseball approximately 7'.
3. Turf will be removed with KORO Field Topmaker. Material produced will be hauled to designated area on campus.
4. Apply necessary topsoil to the infield turf areas to provide for a uniform transition to existing grade on arc
5. Apply necessary infield mix to the skinned area. The infield will be total machine control laser graded and prepared for Sod
6. Strip sod for a warning track on sidelines and outfield 10' wide. Turf removed will be hauled to designated area on campus
7. Apply necessary limestone screenings to warning track and finish grade

Proposal Price: \$42,884.00

****College Staff to make baseball field accessible for minimum 8'6" implements****

Please read, complete and sign the reverse side if accepting this proposal. please include a copy of your purchase order when sending us our signed copy of this contract.

Respectfully submitted,

Marc Van Landuyt
President

From: [Ronald A Lullo](#)
To: [Maria Sanchez Anderson](#); [Ana L Valdez](#); [Board Materials](#)
Cc: [Melissa Ridyard](#)
Subject: FW: Board Resolution and new Title IX Language BOT Policy " 8.2.1" for July 22, 2020 BOT Meeting Attorney just sent Updated FINAL 8.2.1
Date: Sunday, July 19, 2020 11:14:03 AM
Attachments: [Resolution Adopt Non-Discrimination Policy.7.22.2020.docx](#)
[Board Policy Template.docx](#)
[Morton College Non-Discrimination Sexual Harassment Misconduct Policy \(7.16.2020 Final II\).docx](#)

[See below](#)

From: Ronald A Lullo
Sent: Thursday, July 16, 2020 4:23 PM
To: Melissa Ridyard <melissa.ridyard@morton.edu>
Cc: Wendy Vega-Huezo <wendy.vega-huezo@morton.edu>
Subject: FW: Board Resolution and new Title IX Language BOT Policy " 8.2.1" for July 22, 2020 BOT Meeting Attorney just sent Updated FINAL 8.2.1

[Attorney just sent updated policy](#)

From: Ronald A Lullo
Sent: Thursday, July 16, 2020 9:33 AM
To: Melissa Ridyard <melissa.ridyard@morton.edu>
Cc: Wendy Vega-Huezo <wendy.vega-huezo@morton.edu>
Subject: Re: Board Resolution and new Title IX Language BOT Policy " 8.2.1" for July 22, 2020 BOT Meeting

Proposed Board Policy 8.2.1 Comprehensive Non-Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation Policy (First Reading)
Rescinds: Old 8.2.1 and 6.5

Place holder sent July 13, 2020 for New Title IX Policy

New Board Policies, first reading

PROPOSED ACTION: To add new Board Policies for clearer understanding and adhere to new law

RATIONALE: To be comply with new laws

COST ANALYSIS: N/A

ATTACHMENTS: Proposed new Board policies and Board Resolution

FINAL POLICY (7/16/2020)

Non-Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation

MORTON COLLEGE BOARD POLICY

TITLE: Comprehensive Non-Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation Policy

SECTION:

I. PURPOSE

Morton College is committed to providing a safe and secure working and learning environment free from Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation for all college community members, employees and others in all educational programs and activities as those terms are defined below. This Policy authorizes the President or his designee to take all necessary actions to properly implement, administer and publish this Policy to all staff, students and others covered by its provisions.

II. GENERAL PROVISIONS

- A. Working and Learning Environment:** It is the policy of Morton College to maintain a safe and secure working and learning environment in which all individuals are treated with dignity and respect. Each employee, student, and all other Covered Individuals shall enjoy the right to work and learn in an environment that is free of Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation. No person shall be required to endure Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation as a condition of employment or while engaged in an educational program or activity.
- B. Conduct Prohibited:** The Board prohibits Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation based on any Protected Categories, as defined below, in any aspect of employment or educational programs or activities.
- C. Covered Individuals:** No employee, student, contractor, consultant, vendor, volunteer, or member of the Board (collectively referred to as "Covered Individuals") shall be subjected to or engage in any form of Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation, as these terms are defined below, against another while employed, working for, attending school or participating in educational programs or activities.
- D. Scope:** This Policy covers all phases of employment and academic status, including, but not limited to, recruitment, hiring, evaluations, upgrading, rates of pay, the selection for training, promotions, demotions, transfers, layoffs, employment non-renewals, termination, benefits, discipline, expulsions, admissions, educational testing, extracurricular programs, and athletics.

EXHIBIT A

FINAL POLICY (7/16/2020)

Non-Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation

- E. Limitations:** Nothing in this Policy is intended nor shall be construed to create a private right of action against Morton College or the Board or any of its employees or agents. Furthermore, no part of this Policy shall be construed to create contractual or other rights or expectations. Nothing herein is intended to affect the right of any person to file a charge or complaint of Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation with any agency with jurisdiction over such charge or complaint.

III. DEFINITIONS

- A. Discrimination:** Unjust or prejudicial treatment, including harassment and sexual misconduct, towards an individual due to that person's real or implied membership in one or more of the Protected Categories as defined below.
- B. Educational Program or Activity:** Locations, events or circumstances over which Morton College exercises substantial control. Morton College exercises substantial control over: (1) premises that it owns or officially recognized student organizations that own or control the premises; (2) where it exercises oversight, supervision or discipline (e.g., a student's status in a Morton College course or program); or (3) where it has funded, sponsored, promoted or endorsed a certain event. Morton College specifically does not exercise substantial control over any event occurring outside the United States of America.
- C. Harassment:** Unwelcome verbal, nonverbal, visual, and/or physical conduct that is the person's real or implied membership in one or more of the Protected Categories as defined below. Unwelcome conduct may include, but is not limited to, bullying, intimidation, offensive jokes, slurs, epithets or name calling, assaults or threats, touching, ridicule or mockery, insults or put-downs, offensive objects or pictures, messages sent via email, text or social media, or any other persistent, pervasive or severe conduct that interferes with work performance or a student's access to or participation in any educational program or activity.
- D. Protected Category:** Actual or perceived sexual orientation, gender or sex (includes gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy related medical conditions), race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, disability, age (40 and above), immigration status, marital status, registered domestic partner status, genetic information, political belief or affiliation (not union related), military status, unfavorable discharge from military service, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state or local law, ordinance, or regulation.

FINAL POLICY (7/16/2020)

Non-Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation

- E. Retaliation:** Adverse employment action or adverse change in academic status, such as discipline or denial of or access to a service or benefit, against any person for having made a complaint or report of Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation, whether made internally, or externally with a federal, state, or local agency; or participating or aiding in an investigation of Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation, whether internal, or external with a federal, state, or local agency, is strictly prohibited.
- F. Sexual Assault:** A forcible sex offense in which any sexual act is directed against another person without the consent of the victim including instances where the victim is incapable of giving consent.
- G. Sexual Harassment Under Title IX Regulations:** Conduct on the basis of sex that satisfies one or more of the following:
1. An employee conditioning the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct (i.e. *quid pro quo*);
 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to an education program or activity, or aspect of employment (i.e., hostile environment); or
 3. Sexual assault (as defined above), dating violence, domestic violence or stalking (as defined below).
- H. Sexual Misconduct:** Any conduct of a sexual nature that is unwelcome or inappropriate, including but not limited to, sexual harassment, sexual assault, grooming, dating or domestic violence, sexual violence, inappropriate touching, or any misuse of a sexual nature of any Morton College information technology, as described in Board Policy 8.20.
- I. Stalking:** Engaging in a course of conduct directed at a specific person that would cause a reasonable person to (a) fear for his or her safety or the safety of others, or (b) suffer substantial emotional distress.

FINAL POLICY (7/16/2020)

Non-Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation

IV. PROCEDURES

- A. For inquiries or complaints related to **student-on-student** Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation based upon a Protected Category, please refer to the Guidelines instituted by the Board President or designee that shall be posted on the Morton College Student Portal. All such inquiries or complaints shall be filed with the Morton College Title IX Coordinator or any Morton College official who has authority to institute corrective measures on behalf of the institution such as the Board President, Provost, Dean of Student Services, Counselors or their designees.
- B. For inquiries or complaints related to **employee and other covered adults** Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation based upon a Protected Category, please refer to the Guidelines instituted by the Board President or designee that shall be posted on <https://www.morton.edu/about/employment/title-ix-sexual-misconduct/>. All such inquiries or complaints shall be filed with the Morton College Title IX Coordinator or any Morton College official who has authority to institute corrective measures on behalf of the institution such as the Board President, Provost, Dean of Student Services, Counselors or their designees.

FINAL POLICY (7/16/2020)

Non-Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation

V. VIOLATIONS AND DISCIPLINE

A. Violations: It is a violation of this Policy for:

1. Any Covered Individual to engage in Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation, as defined above;
2. Any non-student Covered Individual to intentionally ignore Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation, as defined above, by a Covered Individual that occurs in their presence, by failing to properly report that conduct, regardless of whether or not the Covered Individual complains about the conduct;
3. Any non-student Covered Individual to fail to fulfill his or her duties and responsibilities as set forth with this Policy or any connected policies or guidelines;
4. Any non-student Covered Individual to refuse to participate, fully cooperate or provide truthful information in any investigation or hearing conducted in connection to this Policy; and
5. Any Covered Individual to intentionally bring allegations in bad faith, and which an investigation or hearing determines to be false, or knowingly making a false statement or knowingly submitting false information during any type of investigation or hearing pursuant to this Policy.

B. Discipline:

1. Employees who violate this Policy are subject to disciplinary action up to and including termination of employment.
2. Students who violate this Policy are subject to disciplinary action pursuant to the Morton College Student Handbook.
3. Contractors, consultants or vendors who violate this Policy are subject to remedies pursuant to their contract.
4. Volunteers who violate this Policy are subject to their authorization to serve as a volunteer being rescinded.

FINAL POLICY (7/16/2020)

Non-Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation

VI. NOTICE AND TRAINING

All new employees shall receive information and training on this Policy. Additionally, this Policy will be prominently posted on the Morton College website and distributed regularly to all Covered Individuals. Moreover, Notice to Covered Individuals regarding prohibited Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation will be posted in prominent locations throughout Morton College

The Title IX Coordinator or his or her designee shall conduct annual training on this Policy to all employees and students. The training given to all employees and students shall be prominently posted on the Morton College website as well.

FINAL POLICY (7/16/2020)

Non-Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation

VII. PUBLICATIONS

Beginning with the 2020-2021 school year, the following statement will be used in any new publication of the Morton College Student Handbook, Morton College Employee publication, on the Morton College website and any other prominent publication:

“It is the policy of Morton College to prohibit discrimination, sexual harassment or misconduct, harassment, or retaliation on the basis of any classifications protected by the Constitution of the United States, the Constitution of the State of Illinois and applicable federal, state or local laws or ordinances, including but not limited to discrimination on the basis of sexual orientation, gender or sex (includes gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy related medical conditions), race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age (40 and above), immigration status, marital status, registered domestic partner status, genetic information, political belief or affiliation (not union related), military status, unfavorable discharge from military service, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics.”

The Title IX Coordinator's office address, phone number and email address shall be prominently displayed on Morton College's website and relevant publications.

**A RESOLUTION TO ADOPT A NEW
COMPREHENSIVE NON-DISCRIMINATION, SEXUAL HARASSMENT
OR MISCONDUCT, HARASSMENT AND RETALIATION POLICY,
ALLOW THE PRESIDENT TO FULLY IMPLEMENT AND
ADMINISTRATOR THE NEW POLICY, AND
RESCIND REDUNDANT POLICIES**

WHEREAS, Morton College, Community College District No. 527 (“Morton”) is created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Public Community College Act of the State of Illinois (the “Act”), as supplemented and amended; and

WHEREAS, the United States Department of Education has issued new Title IX rules and regulations that will become effective on August 14, 2020 (“the Regulations”);

WHEREAS, these new Regulations substantially change how post-secondary institutions must address sexual harassment allegations in educational programs or activities;

WHEREAS, Morton is committed to ensuring that it complies with these new Regulations and ensures that all of its educational programs or activities are free from sexual harassment;

WHEREAS, beyond prohibiting sexual harassment in educational programs and activities, Morton is also committed to ensuring that all forms of discrimination, sexual harassment or misconduct, harassment and retaliation are prohibited in all phases of employment or academic life regarding any Morton employee, student, contractor, consultant, vendor, volunteer or member of the Board;

NOW, THEREFORE, BE IT RESOLVED by the Board that:

Section 1. Incorporation of Preambles.

The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true, and correct and do hereby incorporate them into this Resolution by reference.

Section 2. Purpose.

The purpose of this Resolution is to adopt a new Comprehensive Non-Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation Policy ("Policy"). The new Policy is attached hereto and marked as Exhibit A. This new Policy shall be placed in the Institutional Section of Morton's policies and numbered 8.2.1.

Section 3. Authorization.

The Board authorizes the President or his designee to take all necessary actions reasonably required or necessary to ensure that the Policy is properly implemented, administered, published and staff and others trained on its provisions. The President or his designee are specifically authorized to implement guidelines, which may be amended or altered from time to time, to ensure the Policy is fully implemented and complies with state and federal laws and applicable rules and regulations.

Section 4. Rescind Redundant Policies.

With the adoption of the new Policy, two Board policies are redundant and shall be rescinded to avoid confusion. The two Board policies that shall be rescinded are: (a) in the Student Personnel Section, Hostile Environment and/or Sexual Harassment Policy (6.5); and (b) in the Institutional Section, Hostile Environment and/or Sexual Harassment Policy (8.2.1).

Section 5. Headings.

The headings for the articles, sections, paragraphs and sub-paragraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution, nor should they be used in any interpretation or construction of any substantive provisions of this Resolution.

Section 6. Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 7. Superseder.

All code provisions, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 8. Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

Passed by a vote of ____ ayes and ____ nays at a Regular Meeting of the Board of Trustees held this ____ day of _____, 2020.

Chair, Board of Trustees
Illinois Community College District No. 527

Attest:

Secretary, Board of Trustees
Illinois Community College District No. 527

From: [Maria Sanchez Anderson](#)
To: [Ana L Valdez](#)
Subject: FW: Resolutions for July meeting
Date: Friday, July 17, 2020 10:11:24 AM
Attachments: [Res approving bid for sports apparel \(Graphic Edge\)-v2.docx](#)
[Res approving athletic training services agmt with Athletico and approving bid v2.docx](#)
[Board Action Sheet Athletic Training Vendor- recommendation.docx](#)
[Board Action Sheet Sports Apparel Vendor- recommendation.docx](#)
[The Graphic Edge Proposal - sports apparel.pdf](#)

From: Courtney Willits <willits@dlglawgroup.com>
Sent: Thursday, July 16, 2020 4:51 PM
To: Maria Sanchez Anderson <maria.anderson@morton.edu>
Cc: Melissa Ridyard <melissa.ridyard@morton.edu>
Subject: Resolutions for July meeting

Hi Maria!

Please find attached the resolutions and attachments for the July board meeting. The Agreement with Athletico is not attached as I previously sent you and Melissa a redline version with revisions. Please let me know if Athletico accepts the changes. We can discuss tomorrow about which agreement to put forth before the board.

If you have any questions, please let me know.

Thank you!

Courtney
Courtney P. Willits
Attorney
Del Galdo Law Group, LLC
[1441 S. Harlem Avenue](#)
[Berwyn, IL 60402](#)
T: [\(708\) 222-7000](#)
F: [\(708\) 222-7001](#)

The information contained in this e-mail and any accompanying documents is intended for the sole use of the recipient to whom it is addressed, and may contain information that is privileged, confidential, and prohibited from disclosure under applicable law. If you are not the intended recipient, or authorized to receive this on behalf of the recipient, you are hereby notified that any review, use, disclosure, copying, or distribution is prohibited. If you are not the intended recipient(s), please contact the sender by e-mail and destroy all copies of the original message. Thank you.

MORTON COLLEGE BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

PROPOSED ACTION: That the board approve the sports apparel vendor for the athletic department for 2020 – 2023.

RATIONALE: The Graphic Edge was the only sports apparel vendor that could supply us with sports apparel from Adidas, Nike, and Under Armour.

COST ANALYSIS: The Graphic Edge \$9,000 in rebates

The Graphic Edge offered Morton College Athletics the largest rebates back from purchases made. They also offered 35% off of the suggested retail prices for Adidas, Nike, and Under Armour. It's the recommendation that they supply Morton College Athletics with sports apparel and equipment purchases for the next 3 years.

ATTACHMENTS: The Graphic Edge proposal and contract.

A RESOLUTION ACCEPTING AND APPROVING THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER FOR ATHLETIC APPAREL.

WHEREAS, Morton College, Community College District No. 527 (“Morton”) is a public agency of the State of Illinois; and

WHEREAS, Morton is created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Public Community College Act of the State of Illinois (the “Act”), as supplemented and amended; and

WHEREAS, Morton seeks to provide athletic apparel to its students participating in various sports at Morton; and

WHEREAS, in accordance with the Act, Morton advertised for, publicly opened, and evaluated bids for athletic apparel, and determined that The Graphic Edge (“Graphic”) was the lowest responsible and responsive bidder, as provided in the recommendation (the “Recommendation”) attached hereto and incorporated herein as Exhibit A; and

WHEREAS, it is in the best interests of Morton to accept and approve the bid of the lowest responsible and responsive bidder for the purchase of athletic apparel, as described herein;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Community College District No. 527 (“Board”), Cook County, Illinois, as follows:

Section 1. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true, and correct and do hereby incorporate them into this Resolution by reference.

Section 2. The Board hereby accepts and approves the bid of the lowest responsible bidder, Graphic, for the provision of athletic apparel to Morton.

Section 3. The Board hereby authorizes and directs the President or his designee, in consultation with the Attorney, to enter into an agreement with Graphic on the same terms and

conditions as detailed in the request for proposal submitted by Graphic. The Board further authorizes and directs the President or his designee to execute an agreement with Graphic for the provision of athletic apparel on the same terms and conditions as detailed in Graphic's proposal. The Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution.

Section 4. The agreement between Morton and Graphic shall be presented for ratification and approval at the next regular Board of Trustees meeting.

Section 5. The headings of the articles, sections, paragraphs, and sub-paragraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 6. The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 7. All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 8. This Resolution shall be effective and in full force immediately upon passage and approval.

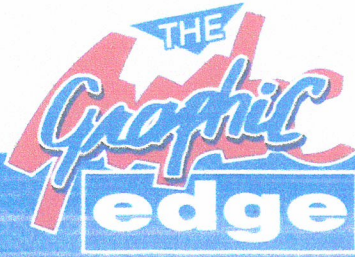
Passed by a vote of ____ ayes and ____ nays at a Special Meeting of the Board of Trustees held this ____ day of July, 2020.

Chair, Board of Trustees
Illinois Community College District No. 527

Attest:

Secretary, Board of Trustees
Illinois Community College District No. 527

EXHIBIT A



743 Hwy 30 East • Carroll, IA 51401
800-747-9744 • 712-792-7777 • 712-792-7778 (Fax)

15 West St • Rutland, VT 05701
800-747-9744 • 802-855-8840 • 802-855-8499 (Fax)
www.thegraphicedge.com • sales@thegraphicedge.com

SCREEN PRINTING AND EMBROIDERY

Recreational Apparel • Sportswear • Accessories

6/15/20

Page 1

Morton College - Cicero, IL

The Graphic Edge is pleased to extend this exclusive partnership program to Morton College. The term of this agreement commences on 7/1/20 and ends on 6/30/23.

Program Benefits:

The partnership includes discounts on the following products purchased by Morton College:

- 35% discount of suggested retail price on all adidas, Under Armour, and Nike Stock Uniforms and Apparel.
- 30% discount of suggested retail price on all adidas, Under Armour, and Nike Footwear.

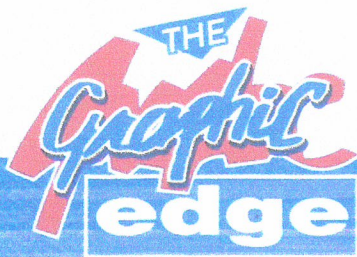
Custom Uniforms will be priced separately. Decoration charges are not included in the above discounts.

In addition, during the term of the agreement, The Graphic Edge will provide Morton College with the following rebates:

July 1 2020 \$3,000
July 1 2021- \$3,000
July 1 2022- \$3,000

\$3,000 worth of rebates when Morton College exceeds \$60,000 in purchases in any year of this agreement. An additional rebate will be issued at the end of each fiscal year based on total purchases. Total purchases include all purchases from The Graphic Edge. All departments in the school, including Student purchases will be included in total purchase calculation. Total purchases will be calculated yearly from 7/1 through 6/30. Purchase will be calculated based upon invoice date. The rebate amount will be based on the following scale:

<u>ANNUAL SPEND</u>	<u>REBATE</u>
\$50,000.00 - \$99,999.99 =	2.0%
\$100,000.00 - \$149,999.99 =	2.5%
\$150,000.00 - \$199,999.99 =	3.0%
\$200,000.00 - \$249,999.99 =	3.5%
\$250,000.00 + =	4.0%



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Page 2

Rebate Expenditure:

Earned rebate will be in the form of product only and redeemed at suggested retail price.

The rebate may be redeemed on most products sold by The Graphic Edge, with some exceptions, including special order and modified custom uniforms, sideline exclusives, and helmet reconditioning.

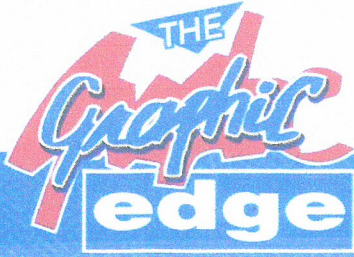
All rebates are contingent upon customer's account being current. Rebates must be used within six (6) months from date issued. Rebates expire if not used within six (6) months.

Decoration:

Decoration on free goods, except for promo product received from Branded uniform programs will be at no charge.

Decoration charges for adidas, Under Armour, and Nike products purchased, along with promo product received from Branded uniform programs during the term of this agreement are as follows:

- \$6.50 per garment for embroidery per location
- Screen Print-
 - 12 Pieces- \$3.50 for 1st color + \$1.50 for each additional ink color per location
 - 24 Pieces- \$3.25 for 1st color + \$1.25 for each additional ink color per location
 - 36 Pieces- \$3.00 for 1st color + \$0.75 for each additional ink color per location
 - 72 Pieces- \$2.75 for 1st color + \$0.60 for each additional ink color per location
 - 144 Pieces- \$2.50 for 1st color + \$0.40 for each additional ink color per location
- Screen Print Numbers:
 - \$3.00 for 1 color numbers per location \$4.50 for 2 color numbers per location
- Tackle Twill / Decals – Quoted at time of order



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SCREEN PRINTING AND EMBROIDERY

Recreational Apparel • Sportswear • Accessories

6/15/20

Page 3

Branded Uniform Purchases:

Morton College will receive adidas, Under Armour, or Nike Uniform Purchase incentive programs that are Offered by the brand.


The Graphic Edge – Morton College Program Requirements:

Every athletic team and coaching staff of Morton College will wear game uniforms and apparel (where applicable) purchased from The Graphic Edge. Morton will work with The Graphic Edge to schedule a shoe day for all teams. Athletes will have the opportunity to purchase team shoes at discounted Team pricing.

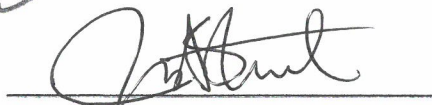
All sports and activities programs at Morton College will use The Graphic Edge for their Online Team Stores.

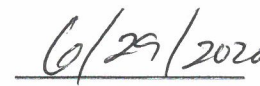
Morton College will pay freight charges on orders where applicable.

Morton College has been offered this special opportunity to participate in this partnership program.


Morton College


Date


John Steichen – VP of Sales, The Graphic Edge


Date

From: [Melissa Ridyard](#)
To: [Board Materials](#)
Cc: [Ana L Valdez](#); [Maria Sanchez Anderson](#)
Subject: FW: Athletico Agreement/Resolution
Date: Monday, July 20, 2020 9:39:22 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[Res approving athletic training services agmt with Athletico and approving bid v2.pdf](#)
[Morton College Agreement 2020-2023 Athletico-FINAL.pdf](#)

Maria/Ana,

Please see attached.

Thank you,

Melissa Ridyard
Executive Assistant
Operations, 224-B
Morton College
3801 S. Central Ave, Cicero, IL 60804-4398
708-656-8000 x.2440 (direct)
melissa.ridyard@morton.edu www.morton.edu

From: Frank E Marzullo <frank.marzullo@morton.edu>
Sent: Monday, July 20, 2020 9:39 AM
To: Melissa Ridyard <melissa.ridyard@morton.edu>
Subject: Fw: Athletico Agreement/Resolution

From: John W. Treiber
Sent: Sunday, July 19, 2020 8:52 PM
To: Robert Delmore
Cc: Maria Sanchez Anderson; Frank E Marzullo
Subject: Re: Athletico revisions

Great thanks Bobby!

Best Regards,

John Treiber, M.Ed.
Athletic Director



Athletic Training Services Agreement

This ATHLETIC TRAINING SERVICES AGREEMENT (together with all attachments incorporated herein, this "Agreement") is made and entered into as of July 1, 2020 by and between Athletico Management, LLC, a Delaware limited liability company ("Athletico"), and Morton College ("Client" and, together with Athletico, each a "Party" and, collectively, the "Parties").

WHEREAS, Client desires to engage Athletico to provide, as an independent contractor, athletic training services to Client on the terms and conditions set forth in this Agreement, and Athletico desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties, intending to be legally bound, hereby agree as follows:

1. **Engagement.** Client hereby engages Athletico to provide the athletic training services set forth on Exhibit A (the "Services") on behalf of Client under the terms and subject to the conditions set forth in this Agreement. Client hereby acknowledges and agrees that (a) the Services shall in no way be considered a substitute for the services of a physician, (b) the Services shall not involve the practice of medicine as regulated by the Illinois Department of Financial and Professional Regulations, (c) the Services are regulated by the Illinois Department of Financial and Professional Regulations under the Illinois athletic training practice act and (d) Athletico shall perform the Services solely under the direction and control of Client and its athletic trainers, physicians, employees and agents. Client is responsible for obtaining and maintaining a team physician or consulting physician, who holds a valid and unrestricted license in the applicable state(s), for the Term (as defined below). Athletico, in its sole discretion, will assign athletic trainer(s) to provide the Services. Athletico reserves the right to substitute an assigned athletic trainer with an equally qualified athletic trainer as necessary. Athletico maintains the final decision for athletic trainer assignment.
2. **Compensation.** In consideration for the Services, Client shall (a) perform each obligation set forth under the heading "Client Responsibilities" on Exhibit A and (b) pay Athletico the fees set forth on Exhibit B. Client shall provide payment to Athletico thirty (30) days from the invoice date.
3. **Schedule Changes and Cancellations.** Client must notify Athletico of any change to the event schedule set forth on Exhibit A no later than fourteen (14) business days prior to the applicable event. If Client fails to provide such notice for any event, Athletico, at its option, may decline to provide the Services at such event. If Client makes any schedule change or cancellation with less than 24 hours' prior notice to Designated Athletico Contact (as defined in Exhibit A), Client shall pay Athletico an amount equal to the Cancellation Charge (as defined in Exhibit B); provided, however, that Client shall not owe Athletico the Cancellation Charge if the cancellation is due to inclement weather or an unplayable surface. Client shall notify Athletico as early as practicable if inclement weather or unplayable surfaces are suspected prior to any event. Additionally, in any instance that Client fails to provide payment to Athletico within sixty (60) days after the date of invoice, Athletico may pause any or all services until it receives all late payments from Client.
4. **Late Payments.** All payments not received by Athletico within thirty (30) days after the date of invoice shall bear interest at the rate of 1% per month (or the highest rate permitted by applicable law, if lower) until final payment is made. Client shall be responsible for all costs of collection incurred by Athletico, including court costs and reasonable attorneys' fees. Additionally, in any instance that Client fails to provide payment to Athletico within sixty (60) days after the date of invoice, Athletico may pause any or all services until it receives all late payments from Client.
5. **Term of Agreement.** The term of this Agreement (the "Term") shall be from July 1, 2020 through June 30, 2023. Notwithstanding the foregoing, (a) either Party may terminate this Agreement immediately by notice upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, upon the other Party making an assignment for the benefit of creditors or admitting in writing its inability to pay its bills, upon the other Party's insolvency or upon the other Party ceasing to do business; (b) either Party may terminate this Agreement upon notice in the event of a breach of this Agreement by the other Party that is not cured within thirty (30) days after written notice thereof; (c) Athletico may terminate this Agreement upon notice if Client fails to pay any amount owed hereunder within sixty (60) days after the date on which such amount was due; and (d) Athletico or Client may terminate with or without cause on thirty (30) days prior written notice to the other party Client. In the event of termination by the Client, Client shall pay any fees and expenses owed to Athletico as of the effective date of termination. Any obligations set forth in the Compensation, Opportunities, Indemnification, Confidentiality, or Non-Interference sections of this Agreement shall survive the termination of this Agreement.
6. **Opportunities.** During the Term and for a one (1)-year period after the expiration of the Term or earlier termination of this Agreement, before Client may enter into any agreement with a third party for physical therapy or athletic training services or for sponsorship in the designated category described in this Agreement, Client shall first offer the opportunity to Athletico on the same terms and conditions as offered to or by the third party. Athletico shall have thirty (30) days during which to accept said offer. If Athletico does not accept said offer within thirty (30) days, Client may accept the third party offer. If Client does not enter into an agreement with the third party on the terms and conditions offered to Athletico within ninety (90) days after the expiration of such thirty (30) day period, Client's right to enter into the agreement shall expire and the procedure described in this Section 6 shall again be applicable.
7. **Insurance.** During the term of this Agreement, each Party shall procure and maintain adequate and commercially reasonable insurance coverage (including, in the case of Athletico, professional liability coverage) from financially responsible insurance companies duly authorized to provide such insurance in the state of such Party's organization, which insurance shall be in full compliance with all applicable statutory requirements. Client shall add Athletico as an additional insured under its liability insurance policy and provide evidence thereof upon Athletico's written request.

8. **Indemnification and Waivers.**

- a. **Athletico.** Athletico shall indemnify, defend, and hold harmless Client, its directors, officers, and agents from and against any and all liability, suits, claims, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees and court costs, to the extent caused by, resulting from or related to (i) any negligent or reckless act or omission, or intentional misconduct, of Athletico, or any of its employees or agents, in performing this Agreement, (ii) any breach of this Agreement by Athletico or (iii) the failure of any equipment supplied by Athletico.
- b. **Client.** Client shall indemnify, defend and hold harmless, Athletico, its affiliates, officers, agents and employees, from and against any and all liability, suits, losses, damages, costs and expenses whatsoever, including, without limitation, reasonable attorney's fees and court costs, to the extent caused by, resulting from or related to (i) any act or omission, or intentional misconduct, of Client, or any of its employees or agents, in performing this Agreement, (ii) any breach of this Agreement by Client, (iii) the failure of any equipment that is not supplied by Athletico or (iv) any event at which the Services are being provided, except to the extent resulting from the provision of the Services by Athletico.
- c. **Limitations.** In no event shall either Party be liable hereunder (whether in action in negligence, contract or tort or otherwise) for any indirect, incidental, special, consequential or punitive damages. Athletico's aggregate liability related to this Agreement shall not exceed the aggregate fees paid to Athletico by Client hereunder, except to the extent such liability is caused by, or results from, Athletico's reckless act or omission or intentional misconduct.
- d. **Participant Waiver of Liability.** Client shall collect and maintain executed liability waivers from each participant which include an express consent to have Athletico's athletic trainers, physical therapists, massage therapists or other personnel provide participant with medical assistance and/or treatment and agreement by the applicable participant to hold harmless and indemnify all such Athletico personnel from all liability, loss, cost or other claim of damage whatsoever, including, injury, death or damage to property. If any participant is under the age of 18, such participant's waiver must also be executed by such participant's parent or legal guardian. Client shall provide Athletico with copies of such waivers or access to such waivers upon Athletico's written request. The failure to secure or maintain such waivers shall constitute a material breach of the Agreement.
- e. **HIPAA Waivers.** If Client desires to receive any protected health information of a participant from Athletico, Client shall cause such participant (or such participant's parent or guardian if such participant is under the age of 18) to execute and deliver to Athletico an acceptable Authorization for Release of Health Information.
- f. **Management Plans.** Notwithstanding the foregoing, Client is responsible for designing and implementing its concussion management plan in compliance with applicable state and federal laws, and Athletico shall not have any responsibility or liability for the design or implementation for such plan.

9. **Notices.** Any and all notices, demands, requests, and any other communication required or permitted to be served on or given by either party to the other shall be in writing and delivered personally, by nationally-recognized overnight courier or by deposit in the United States Mail, first class postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given at the address set forth below or at such other or additional address as the other party may designate by notice to the other:

If to Client: Morton College c/o Stanley Fields and John Treiber
3801 S. Central Avenue, Cicero, IL 60804-4398

With Copy to Del Galdo Law Group, LLC c/o Michael Del Galdo
Client's Attorney: 1441 Harlem Ave, Berwyn, IL 60402

If to Athletico: Athletico Management, LLC. c/o Bobby Delmore, Payten Gerjerts, and Jason Barclay
2122 York Road, Suite 300, Oak Brook, IL 60523

10. **Miscellaneous.**

- a. **Governing Law/Arbitration.** This Agreement shall be governed by the laws of the State of Illinois (excluding its choice of law principles). The parties agree that any disputes arising hereunder that the Parties cannot resolve themselves shall be settled by binding arbitration with a single arbitrator agreed to by the Parties, or if the Parties cannot agree, by a single arbitrator selected by the American Arbitration Association, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be conducted using the Federal Rules of Evidence and the Federal Rules of Civil Procedure, to the extent applicable. Unless the parties agree otherwise in writing, the arbitration hearing shall be held in DuPage County, Illinois.
- b. **Compliance with Laws.** Each Party shall comply with all applicable laws and regulations, including, without limitation, those governing the release and handling of patient medical records. Client shall not request any Service, the performance of which would require Athletico to violate any applicable wage and hour law or other law related to working conditions. Client represents that it has informed Athletico of all job requirements, trainings, and background checks that are reasonably necessary for Athletico's certified athletic trainers to provide the Services.
- c. **Severability.** If any provision of this Agreement is held to be invalid as applied to any fact or circumstance, it shall not affect the remaining provisions or the same provision as applied to any other fact or circumstance.
- d. **Counterparts/Electronic Delivery.** This Agreement may be executed in multiple counterparts, and by facsimile, portable document format (.pdf) or other electronic means, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.
- e. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes any and all other agreements between the Parties, either oral or in writing, with respect to the subject matter of this Agreement.

- f. **Change in Law.** If either Party determines that this Agreement would violate any applicable law, rule or regulation, or that there is a change in the law, whether or not that change has gone into effect, and such change has had, or is reasonably likely to have, a material adverse effect on such Party's rights or obligations under the Agreement or the cost to provide the Services under the Agreement, this Agreement shall be immediately suspended upon written notice to the other Party to the extent necessary to resolve the issue, and the Parties shall negotiate in good faith in an effort to agree on appropriate revisions to this Agreement to reach a resolution to the issue, including renegotiating the terms of Exhibit A or Exhibit B attached hereto. If the Parties are unable to agree upon appropriate revisions within thirty (30) days after commencing such negotiation, either Party may terminate this Agreement upon notice to the other Party.
- g. **Uncontrollable Event.** The occurrence of an event which prevents a Party from performing its obligations or duties hereunder which is beyond the reasonable control of the Party affected, and which could not reasonably have been foreseen or provided against, including, without limitation, natural disasters or acts of God, labor difficulties, riots, strikes, war, epidemics, pandemics or outbreak of communicable disease, quarantines, national or regional emergencies, including but not limited to incidences of civil unrest, or any other cause whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control and acts of state or governmental action prohibiting any party from performing its respective obligations under the Agreement ("Uncontrollable Event") shall not excuse such Party from the performance of its obligations or duties under this Agreement, but shall merely suspend such performance during the Uncontrollable Event. Such obligations shall resume when such Party is no longer prevented from performing. If an Uncontrollable Event occurs, the Party prevented from performing its obligations must immediately send notice to the other Party giving full particulars of the event and the reason(s) that Party is prevented from performing its obligations under this Agreement and that Party must use its reasonable efforts to mitigate the effect of the Uncontrollable Event upon its or their performance of the Agreement and to fulfill its or their obligations under the Agreement. An Uncontrollable Event does not relieve a party from liability for obligations which arose before the occurrence of an Uncontrollable Event, nor does it excuse payment obligations. If an Uncontrollable event prevents a Party from performing its obligations for more than thirty (30) days, the other Party may immediately terminate this Agreement upon notice to the affected Party. If this Agreement is terminated due to an Uncontrollable Event, the affected Party shall pay any fees and expenses owed to the other Party as of the effective date of termination. Notice required under this section shall be sent in accordance with Section 9 of this Agreement.
- h. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent; provided that Athletico may freely assign this Agreement to any affiliate or to any entity who acquires a majority of its ownership interests or a majority of its assets or the assets of any business unit of Athletico. This Agreement shall inure to the benefit of and be legally binding on the Parties hereto, their successors and assigns.
- i. **Non-Interference.** During the Term, including any initial and renewal terms, and for a two (2)-year period after the expiration of the Term or earlier termination of this Agreement, the Client agrees that it will not, directly or indirectly (e.g., by hiring or contracting with or using another company that hires or contracts with Athletico's employees), through any director, officer, employee, agent, staffing agency, or affiliate, without the express written consent of Athletico (which consent may be withheld in Athletico's sole discretion for any reason), solicit, take any action that constitutes, results or may reasonably be expected to result in soliciting, contract, engage, hire or employ any person who is, or at any time was, an employee of Athletico. Further, Client shall not encourage, induce or attempt to induce any employee of Athletico or its affiliates to terminate his or her employment with Athletico, or otherwise recommend that any third party hire any employees of Athletico or its affiliates, or otherwise assist any third party in connection with any of the foregoing actions, without the written approval of Athletico.
- j. **Student Records.** To the extent Athletico generates or maintains records related to a student, Athletico agrees to comply with the Family Educational Rights and Privacy Act (FERPA) to the same extent as such laws and regulations apply to the Client and shall limit access to only those employees or agents with a need to know.
- k. **Evidence of Physical Fitness.** Upon request from Client, Athletico shall provide evidence to the Client that its employees are physically fit to perform the duties required to complete the Services and are free from communicable diseases in compliance with Section 24-5 of the Illinois School Code, 105 ILCS 5/24-5.
- l. **No Discrimination.** Neither party shall discriminate against any person on the grounds of race, color, national origin, religion, age, disability or any other classification protected by applicable law in discharging its respective duties and responsibilities under this Agreement. It is the policy of Athletico to provide equal employment opportunities for all qualified applicants and employees, without regard to race, color, creed, religion, sex, national origin, nationality, ancestry, citizenship status, age, pregnancy, childbirth, marital status, sexual orientation (including gender-related identity), physical or mental disability, genetic information, H.I.V. status, status as a victim of domestic violence, order of protection status, military status, unfavorable discharge from military service, veteran status, liability for service in the Armed Forces of the United States or any other classification protected by applicable law.
- m. **Waiver; Amendment.** No waiver of any provision hereof shall be effective unless expressly made in writing and executed by the Party making the waiver. The failure of any Party to insist on performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the further performance of any such term or condition, and the obligations of the Parties with respect thereto shall continue in full force and effect. This Agreement may only be amended in a writing that is duly executed by both Parties.
- n. **Captions.** The captions used in this Agreement as headings of the various sections are for convenience only and are not and shall not be used to construe any part of this Agreement.
- o. **Authority to Execute.** Each Party hereby represents and warrants that the party executing this Agreement on its behalf has full authority to execute this Agreement on its behalf.
- p. **No Partnership.** Nothing in this Agreement is intended to, or shall be construed to, constitute or establish an agency, partnership, joint venture, franchise or fiduciary relationship between the Parties. Neither Party shall have the right, or shall hold themselves out to have the right, to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other except as expressly provided herein.
- q. **Confidentiality.** Each party will keep the terms of this Agreement confidential, except as required by applicable law, including but not limited to FOIA requests, or legal process.
- r. **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all together shall constitute but one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ATHLETICO MANAGEMENT, LLC

By: _____
Payten Gerjerts, Director of Athletic Training Services

MORTON COLLEGE

By: _____
Dr. Stan Fields, President

EXHIBIT A

CLIENT RESPONSIBILITIES:

- a. Client must submit schedule changes within fourteen (14) business days prior to event in question. Failure to do so will mean possible forfeiture of coverage, depending on available personnel.
- b. Name Athletico as "The Official Provider of Physical Therapy and Athletic Training for Morton College" in all press releases, radio spots, newsletters, related materials and website. Athletico will be designated as the exclusive provider in the Physical Therapy, Occupational Therapy, Athletic Training, Work Rehab and Sports Medicine category.
- c. Client shall cause each athlete to obtain all equipment required by any applicable laws, rules or industry and/or governing body standards or policies or as needed to protect against all foreseeable or unforeseeable injuries. Neither Athletico nor any of its athletic trainers, employees, or other agents makes any representations or warranties regarding any equipment not specifically provided by Athletico and none of the foregoing shall be liable for any failure of any equipment to function properly.
- d. Client will grant opportunity for Athletico to provide content for PA announcements during the halftimes of each applicable home contest as well as all hosted NJCAA playoff events as approved by the NJCAA.
- e. Client shall establish a link, logo and information pertaining to Athletico's assigned certified athletic trainer and all Athletico services to Client website.
- f. Client shall educate the players and parents of their teams on the importance of medical care and follow-up if necessary with an Athletico facility after injury.
- g. Client shall provide a link and logo to Athletico, and by doing so, grants unconditional use of all such images for use on the www.athletico.com website affiliation section, or any other website maintained by Athletico for purposes of promoting its athletic training services to others.
- h. Client shall place one Athletico banner in the main gymnasium and football field for the Term of the Agreement.
- i. Client to send quarterly emails to database highlighting partnership with Athletico. Athletico to provide all content and graphics. Content to be mutually agreed upon between Client and Athletico.
- j. Client shall provide a full-page ad in team program. Athletico will provide the artwork.
- k. Client to provide Athletico opportunity to present at seasonal/team parent meetings.
- l. Client shall provide Athletico with access to facilities, at no cost, as necessary to carry out its responsibilities under this Agreement.
- m. Client shall provide Athletico athletic trainer(s) reasonable access to a telephone and computer/laptop in, or in close proximity to, the location where services are being provided.
- n. Client shall provide Athletico with a dedicated area, at no cost, to perform the Services.
- o. Client shall provide Athletico with all reasonably necessary and required supplies and equipment (except for the basic medical supplies provided by Athletico), at no cost, in connection with the performance of the Services upon written request from Athletico.
- p. Client shall provide for the transportation of injured athlete to an on-site or off-site treatment location in non-emergency situations. Client shall take all necessary steps for the transportation of injured athlete, including, but not limited to, calling 911, in emergency situations.
- q. Client shall provide Athletico with a list of locations of emergency telephones, emergency contacts, and emergency procedures. Athletico shall assist with the creation and maintenance of this list as necessary.
- r. Client shall take necessary steps and adopt any required policies needed to facilitate the communication between Client, including its Athletic Department and coaches, and Athletico.
- s. Client shall cooperate with Athletico in all other respects to achieve the objectives of this Agreement.

ATHLETICO RESPONSIBILITIES:

Athletico will be the Official provider of athletic training coverage for Client and will provide the following athletic training services:

- a. Two (2), licensed, certified athletic trainers, as defined below, will be available after school Monday-Friday for pre-event taping, home event coverage for NJCAA sanctioned events and contests, injury assessment, post-game follow-up and rehabilitation coverage the Fall, Winter, and Spring seasons for the 2020-2021, 2021-2022 and 2022-2023 school years. Coverage will also be made available on Saturdays per practice and home event schedule. Each Athletic Trainer will be assigned for coverage at hours listed below, per week per season. The foregoing services shall be considered "Regular Services" for purposes of this Agreement; provided that any hours in excess of the hours per week per season per Athletic Trainer shall be considered "Additional Services" and (ii) any Services provided on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or New Year's Day (or, to the extent any such holiday falls on a weekend, the weekday on which such holiday is observed) shall be considered "Additional Services."
 - i. AT #1: 40 hours per week in the Fall, Winter, and Spring seasons.
 - ii. AT #2: 30 hours per week in the Fall season.
- b. One (1), licensed, certified athletic trainer will be available for summer camp coverage. Summer hours will be mutually agreed upon between Athletico and Client by May 1st of each year. The foregoing services shall be considered "Additional Services" for purposes of this Agreement.
- c. Upon request, and if available, Athletico will provide additional Athletic Trainers; however, any Athletic Trainers in excess of the Athletic Trainer per week per season listed above shall be considered "Additional Services" for purposes of this Agreement.
- d. Upon request, and if available, an Athletic Trainer will be provided for both home and away state competitions; provided that any such services (other than coverage for contests as provided above) shall be considered "Additional Services" for purposes of this Agreement. Requests for coverage should be made within twenty-four (24) hours of notification of contest date and site to Athletico Manager of Athletic Training Services. Parameters of travel include:
 - i. Travel days to be inclusive of the weekly allotment per athletic trainer listed above. Start time is defined as departure for travel and end time is defined as return.
 - ii. Travel accommodation including transportation, lodging and food will be paid for by Client.
- e. As needed and upon reasonable advance notice, Athletico shall use reasonable efforts to make an Athletic Trainer available at times other than those listed below in response to the special needs of the Client as needed and shall provide those services as outlined above. Such instances could include unscheduled events, acute injury circumstances, school affiliated functions, training sessions for coaches and staff and other situations which may arise. In all instances, the Client agrees to use reasonable efforts to provide Athletico with advance notice of all such additional requirements, as well as any schedule changes. The foregoing services shall be considered "Additional Services" for purposes of this Agreement.

- f. Coverage shall include on-site injury care and evaluation as well as assistance on all matters pertaining to the health and well-being of the athletes, including, without limitation, the coordination of follow-up treatment and rehabilitation as necessary for all injuries sustained by athletes.
- g. Coverage shall include the use of modalities as indicated by the Illinois athletic training practice act.
- h. Maintenance of complete and accurate records of all athletic injuries and treatment rendered.
- i. Athletico shall provide education to the, board members, coaches, players, and parents of Client on the importance of medical care and follow-up necessity with an Athletico facility after injury.
- j. Student-athletes, families, coaching and administration staff of the Client will have access to all Athletico centers for complimentary injury assessments to the extent permitted by applicable law.
- k. Athletico shall provide a 10-15 minute lecture introducing services available to Client at the Client's athletics introduction meeting.
- l. Athletico will provide basic medical supplies. If Client requests supplies that are not included in Athletico's medical kit, Athletico will assist Client in ordering such supplies. Such supplies shall be considered "Additional Supplies" for purposes of this Agreement.
- m. Athletico will provide marketing handouts and free injury assessment, upon request.
- n. Assistance with the organization of on-site school physicals for athletic participation. Date, time, and location to be mutually agreed upon between Client and Athletico.
- o. If applicable, one (1) educational in-service per season to student-athletes, parents, coaches, and community members on mutually agreed upon sports medicine related topics. Topics could include, but not limited to, heat illness, concussion management, and injury prevention, led by our team of Physical Therapists and/or Certified Athletic Trainers. In-service dates and times to be mutually agreed upon between Client and Athletico.
- p. If applicable, implementation of three (3) onsite screening days utilizing Athletico Physical Therapists and/or Certified Athletic Trainers to address areas such as ACL, FMS, and Sport Specific Assessment. Screening dates and times to be mutually agreed upon between Client and Athletico.
- q. Preferred pricing through current vendor relationships for athletic training supplies and concussion baseline testing purchased by Client.

EXHIBIT B

COMPENSATION:

As compensation for all Regular Services, Client shall pay Athletico the sum of \$75,250.00 each year of the 2020-2021, 2021-2022, and 2022-2023 school years. The total amounts shall be invoiced and payable in installments as follows based on the school year:

2020-2021

First Installment:	Due September 15, 2020	=	\$25,083.33
Second Installment:	Due December 15, 2020	=	\$25,083.33
Third Installment:	Due March 15, 2021	=	\$25,083.34

2021-2022

First Installment:	Due September 15, 2021	=	\$25,083.33
Second Installment:	Due December 15, 2021	=	\$25,083.33
Third Installment:	Due March 15, 2022	=	\$25,083.34

2022-2023

First Installment:	Due September 15, 2022	=	\$25,083.33
Second Installment:	Due December 15, 2022	=	\$25,083.33
Third Installment:	Due March 15, 2023	=	\$25,083.34

All invoices submitted by Athletico hereunder shall be sent to the following address or, if no address is set forth on this Exhibit B, to the address set forth in Section 9:

Morton College
3801 S. Central Avenue
Cicero, IL 60804-4398
John Treiber, Athletic Director
Phone: 708.656.8000 ext. 2370
john.treiber@morton.edu

Any Additional Services performed by Athletico shall be billed to Client at a rate equal to \$35.00 per hour. Additional Services will be invoiced on a monthly basis via mail based on actual hours worked. Client shall pay each invoice in full within 2 weeks after invoice date.

Any Additional Supplies ordered on behalf of Client shall be billed to Client at a rate equal to the cost of supplies plus a processing fee of 5% of the total cost of supplies. If applicable, Additional Supplies will be included on the final invoice.

A RESOLUTION APPROVING AND ADOPTING AN ATHLETIC TRAINING SERVICES AGREEMENT BETWEEN MORTON COLLEGE AND ATHLETICO MANAGEMENT, LLC.

WHEREAS, Morton College, Community College District No. 527 (“Morton”) is a public agency of the State of Illinois; and

WHEREAS, Morton is created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Public Community College Act of the State of Illinois (the “Act”), as supplemented and amended; and

WHEREAS, Morton requires athletic training services for its student athletes at athletic events; and

WHEREAS, in accordance with the Act, Morton advertised for, publicly opened, and evaluated bids for athletic training services, and determined that Athletico Physical Therapy d/b/a Athletico Management, LLC (“Athletico”) was the lowest responsible and responsive bidder; and

WHEREAS, it is in the best interests of Morton to accept and approve the bid of the lowest responsible and responsive bidder for the provision of athletic training services from Athletico, as provided in the recommendation letter (the “Recommendation”), a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Morton desires to enter into an athletic training services agreement with Athletico to allow Morton student athletes access to athletic training services at Morton athletic events. Said agreement is attached hereto as Exhibit B and is hereinafter referred to as the “Agreement”; and

WHEREAS, Athletico desires to enter into the Agreement with Morton to allow Morton student athletes access to athletic training services at Morton athletic events; and

WHEREAS, based on the foregoing, the Board of Trustees of Community College

District No. 527 (the “Board”) has determined that it is in the best interests of Morton to enter into the Agreement with Athletico to allow Morton student athletes access to athletic training services at Morton athletic events;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Community College District No. 527, Cook County, Illinois, as follows:

Section 1. Incorporation of Preambles.

The Board hereby finds that all of the recitals contained in the preambles to this resolution are full, true, and correct and do hereby incorporate them into this Resolution by reference.

Section 2. Purpose.

The purpose of this Resolution is to authorize the President or his designee to enter into the Agreement with Athletico, and to further authorize the President or his designee to take all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate those goals.

Section 3. Authorization.

The Board hereby authorizes and directs the President or his designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board authorizes and directs the President or his designee to execute the applicable Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, and the Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The President or his designee is hereby authorized and directed to execute, and the Morton Board Secretary is hereby authorized and directed to attest and countersign the Agreement and any and all such other documents as may

be necessary to carry out and effectuate the purpose of this Resolution.

Section 4. Headings.

The headings of the articles, sections, paragraphs, and sub-paragraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 5. Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 6. Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7. Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

Passed by a vote of ____ ayes and ____ nays at a Special Meeting of the Board of Trustees held this
____ day of July, 2020.

Chair, Board of Trustees
Illinois Community College District No. 527

Attest:

Secretary, Board of Trustees
Illinois Community College District No. 527

EXHIBIT A

EXHIBIT B

From: [Frank E Marzullo](#)
To: [Board Materials](#)
Cc: [Wendy Vega-Huezo](#); [Ronald A Lullo](#); [Melissa Ridyard](#)
Subject: FOR BOARD APPROVAL - New Job Description positions For July BOT Meeting
Date: Tuesday, July 14, 2020 10:31:59 AM
Attachments: [Asst. Fitness Center Manager DRAFT.docx](#)
[image001.png](#)
[Asst. Nutrition Center Manager DRAFT.docx](#)

PROPOSED ACTION: That the BOTs approve these new positons created for the Athletic Dept.

RATIONALE: Needed for expanding services

COST ANALYSIS: See Athletic FY21 Budget

ATTACHMENTS: Job Descriptions

Thank you,

Frank Marzullo
Vice President of Administrative Services
708 656-8000 ext 2441 rm 225B
frank.marzullo@morton.edu

From: Melissa Ridyard <melissa.ridyard@morton.edu>
Sent: Tuesday, July 14, 2020 9:52 AM
To: Frank E Marzullo <frank.marzullo@morton.edu>
Subject: FOR BOARD APPROVAL - New Job Description positions For July BOT Meeting

Thank you,

Melissa Ridyard
Executive Assistant
Operations, 224-B
Morton College
3801 S. Central Ave, Cicero, IL 60804-4398
708-656-8000 x.2440 (direct)
melissa.ridyard@morton.edu www.morton.edu

From: Ronald A Lullo <ronald.lullo@morton.edu>
Sent: Monday, July 13, 2020 5:50 PM
To: Melissa Ridyard <melissa.ridyard@morton.edu>
Cc: Wendy Vega-Huezo <wendy.vega-huezo@morton.edu>

Subject: Re: New Job Description positions For July BOT Meeting

PROPOSED ACTION: That the BOTs approve these new positons created for the Athletic Dept.

RATIONALE: Needed for expanding services

COST ANALYSIS: See Athletic FY21 Budget

ATTACHMENTS: Job Descriptions

Ronald A. Lullo

Director of Human Resources | Title IX Coordinator | Chief Diversity Officer

ronald.lullo@morton.edu 708-656-8000 Ext. 2298

“Embrace the unknown; question the known”



The information contained in this e-mail and any accompanying documents is intended for the sole use of the recipient to whom it is addressed, and may contain information that is privileged, confidential, and prohibited from disclosure under applicable law. If you are not the intended recipient, or authorized to receive this on behalf of the recipient, you are hereby notified that any review, use, disclosure, copying, or distribution is prohibited. If you are not the intended recipient(s), please contact the sender by e-mail and destroy all copies of the original message. Thank you.



Morton College

Job Description

Job Title:	Assistant Fitness Center Manager
Range:	Classified Excluded
Grant-Funded:	NA
Reports to and Evaluated by:	Fitness Center Manager
Required Qualifications:	<p>The candidate will possess a bachelor's degree and a valid Illinois driver's license. Must have previous experience working in a fitness center or athletic facility. Demonstrated word processing, database management and data entry skills; and knowledge of intercollegiate activities and programs. Must be able to interact well with students, faculty and staff. Excellent organizational, oral, written and listening skills. The successful candidate must be able to work in a position requiring public contact, exercise sound judgment, and assist a diverse student population in a multicultural environment. Must be able to work a flexible schedule including some evening and weekend hours.</p> <p>Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.</p>
Desirable Qualifications:	Master's degree. Proficiency in Spanish/English, both oral and written. Previous managerial experience. Good leadership, excellent verbal, analytical, organizational and planning skills and familiarity with budgets.
Job Summary:	The Assistant Fitness Center Manager will work in collaboration with the Fitness Center Manager to maintain facilities appearance and safety protocols, excel at customer service, and support our high operations standards. As a leader, the Assistant Fitness Center Manager will help to create a positive environment for members and employees, offer coaching and feedback to the staff, and ensures that all policies and procedures are in place and consistently practiced.
Essential Job Functions	<ul style="list-style-type: none">• Assist with the daily operations of the Fitness Center, including enforcement of rules and regulations for members.

- Work to Identify and enhance our membership growth and retention rates. Evaluate daily, monthly, and yearly trends regarding fitness center usage.
- Manage all Fitness Center related social media accounts, as well as create promotional fliers, monthly events, and marketing strategies.
- Assist to maintain records, waiver forms, and paperwork, among other important department information.
- Initiate projects that will further enhance the Morton College Fitness Center brand and image.
- Attend expos, health fairs, local businesses, and other events to promote our Fitness Center and enhance memberships.
- Organize committees to create health and fitness related events, workshops, and expos on campus.
- Ensure that MC Fitness Center staff, trainers, and student aides support our Morton College mission and core values.
- Ensure high level of customer service for students and guest members.
- Ensure students and guest members have signed and agreed to the rules and regulations of the MC Fitness Center, wavier on file and scan in before usage.
- Ensure that all areas of MC Fitness Center and Athletic facilities are clean, well-maintained and secure at all times.
- Maintain Fitness Center and Athletic Facilities equipment, and coordinate any needed repairs with facilities department or outside vendors.
- Keep inventory of promotional and resale items. Organize and maintain storage areas
- Handle complaints and incidents, e.g. accidents, emergencies or theft. Keep Fitness Center Manager informed of any issues/concerns.
- Work with training staff to help meet monthly sales goals.
- Oversee fitness training staff members.
- Assist with staff scheduling.
- Participate in professional development opportunities (industry trends, conferences, workshops etc.)

Other Duties:

- Others duties as assigned by the Fitness Center Manager

Work Environment:

Work is generally performed in an office setting. You will have designated desk space to complete your daily work. Some work

and supervision will be on the Athletic Fields, Athletic Facility and Fitness Center.

Physical Demands:

Must be able to sit and stand for long periods of time. Must be able to lift up to 50 lbs.

Position Unit:

- ☐ Administration - Exempt
- ☐ Professional Staff - Exempt
- ☐ Faculty, Local 1600, A.F.T.
- ☐ Adjunct Faculty, IEA-NEA
- ☒ Classified Staff - Excluded
- ☐ Classified Staff, Local 1600, A.F.T.
- ☐ Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Part-Time, Local 1600, A.F.T
- ☐ Classified Staff - Part-Time, Non-Union

Employee signature below verifies that the employee has received and read the requirement, essential functions, duties of the position, and the conditions of employment for grant-funded positions.

Employee_____ **Date**_____

From: [Frank E Marzullo](#)
To: [Board Materials](#)
Cc: [Wendy Vega-Huezo](#); [Ronald A Lullo](#); [Melissa Ridyard](#)
Subject: FOR BOARD APPROVAL - New Job Description positions For July BOT Meeting
Date: Tuesday, July 14, 2020 10:31:59 AM
Attachments: [Asst. Fitness Center Manager DRAFT.docx](#)
[image001.png](#)
[Asst. Nutrition Center Manager DRAFT.docx](#)

PROPOSED ACTION: That the BOTs approve these new positons created for the Athletic Dept.

RATIONALE: Needed for expanding services

COST ANALYSIS: See Athletic FY21 Budget

ATTACHMENTS: Job Descriptions

Thank you,

Frank Marzullo
Vice President of Administrative Services
708 656-8000 ext 2441 rm 225B
frank.marzullo@morton.edu

From: Melissa Ridyard <melissa.ridyard@morton.edu>
Sent: Tuesday, July 14, 2020 9:52 AM
To: Frank E Marzullo <frank.marzullo@morton.edu>
Subject: FOR BOARD APPROVAL - New Job Description positions For July BOT Meeting

Thank you,

Melissa Ridyard
Executive Assistant
Operations, 224-B
Morton College
3801 S. Central Ave, Cicero, IL 60804-4398
708-656-8000 x.2440 (direct)
melissa.ridyard@morton.edu www.morton.edu

From: Ronald A Lullo <ronald.lullo@morton.edu>
Sent: Monday, July 13, 2020 5:50 PM
To: Melissa Ridyard <melissa.ridyard@morton.edu>
Cc: Wendy Vega-Huezo <wendy.vega-huezo@morton.edu>

Subject: Re: New Job Description positions For July BOT Meeting

PROPOSED ACTION: That the BOTs approve these new positons created for the Athletic Dept.

RATIONALE: Needed for expanding services

COST ANALYSIS: See Athletic FY21 Budget

ATTACHMENTS: Job Descriptions

Ronald A. Lullo

Director of Human Resources | Title IX Coordinator | Chief Diversity Officer

ronald.lullo@morton.edu 708-656-8000 Ext. 2298

“Embrace the unknown; question the known”



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Morton College

Job Description

Job Title:	Assistant Nutrition Center Manager
Range:	Classified Excluded
Grant-Funded:	NA
Reports to and Evaluated by:	Fitness Center Manager
Required Qualifications:	<p>The candidate will possess a bachelor's degree and a valid Illinois driver's license. Must have 2 years' experience working in a fitness center/health club, or athletic department. Demonstrated word processing, database management and data entry skills; and knowledge of intercollegiate activities and programs. Excellent organizational, oral, written and listening skills. Must be able to interact well with students, faculty, staff and community members. The successful candidate must be able to work in a position requiring public contact, exercise sound judgment, and assist a diverse student population in a multicultural environment. Must be able to work a flexible schedule including some evening and weekend hours.</p> <p>Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.</p>
Desirable Qualifications:	Master's degree. Proficiency in Spanish/English, both oral and written. Previous managerial experience. Good leadership, excellent verbal, analytical, organizational and planning skills, and familiarity with budgets.
Job Summary:	The Assistant Nutrition Center Manager will work in collaboration with the Fitness Center Manager in the day-to-day communications, marketing, development; and public relations of the Nutrition Center. As well as support health and well-being through proper nutrition.
Essential Job Functions	<ul style="list-style-type: none">• Oversee daily operations of the Nutrition Center, including enforcement of rules and regulations for members, and sanitization and cleanup process.• Help educate members about proper eating habits and their specific dietary needs.

- Manage all Nutrition Center related social media accounts, as well as create promotional fliers, monthly events, and marketing strategies.
- Maintain records, sales receipts, order forms, and paperwork, among other important documents for the Nutrition Center. Ensure proper payment procedures for all purchases are followed at all times.
- Ensure all branding and marketing materials for the Nutrition Center are aligned with the institution's brand standards. That includes the signage, deliverables and staff uniforms.
- Ensure that Nutrition Center staff, trainers, and student aides support our Morton College mission and core values.
- Provide a high level of customer service for students and guest members.
- Maintain Nutrition Center equipment, and coordinate any needed repairs with facilities department or outside vendors.
- Keep inventory of promotional and resale items.
- Assist with scheduling and event planning.
- Handle complaints and incidents, and keep Fitness Center Manager informed of any issues/concerns.
- Work with staff to meet targeted sales goals.
- Assist with staff scheduling.
- Enhance revenue by planning, promoting and executing a host of fitness and nutrition center activities and programs throughout the academic year.
- Participate in professional development opportunities (industry trends, conferences, workshops etc.).
- Promote events on campus and within the Morton College community to encourage greater participation.
- Assist with special events and other activities related to athletics, fitness and nutrition center.
- Help coordinate community service activities.
- Assist the College Health Nurse in serving as a resource to college, staff and community.

Other Duties:

- Others duties as assigned by the Fitness Center Manager

Work Environment:

Work is generally performed in an office setting. You will have designated desk space to complete your daily work. Some work and supervision will be on the Nutrition and Fitness Center.

Physical Demands:

Must be able to sit and stand for long periods of time. Must be able to lift up to 50 lbs.

Position Unit:

- ☐ Administration - Exempt
- ☐ Professional Staff - Exempt
- ☐ Faculty, Local 1600, A.F.T.
- ☐ Adjunct Faculty, IEA-NEA
- ☒ Classified Staff - Excluded
- ☐ Classified Staff, Local 1600, A.F.T.
- ☐ Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
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- ☐ Classified Staff - Part-Time, Local 1600, A.F.T
- ☐ Classified Staff - Part-Time, Non-Union

Employee signature below verifies that the employee has received and read the requirement, essential functions, duties of the position, and the conditions of employment for grant-funded positions.

Employee_____ **Date**_____

MORTON COLLEGE BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

PROPOSED ACTION: Hire new employee, Carla Fortuna a request from the AD to assist the Athletic Department.

RATIONALE: Needed to fulfill the needs of the college.

COST ANALYSIS: \$55,000 + 15,000 Benefits

ATTACHMENTS:

MORTON COLLEGE BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

PROPOSED ACTION: Hire new employee, Christine Garbe for increased enrollment of the Nursing Program.

RATIONALE: Needed to fulfill the needs of the college.

COST ANALYSIS: Min for 30 hours taught (Fall/Spring), \$62,686.00 + \$15,000 for Benefits

ATTACHMENTS:

MORTON COLLEGE BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

PROPOSED ACTION: Hire new employee, Roseanne Aburto to replacement resignation from this position

RATIONALE: Needed to fulfill the needs of the college.

COST ANALYSIS: \$21.00 per hour + 15,000 Benefits

ATTACHMENTS:

MORTON COLLEGE BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

PROPOSED ACTION: Hire new employee, Dana Kraft to assist the College with COVID-19, Community/Staff Health and Wellness and student's covered by ADA

RATIONALE: Needed to fulfill the needs of the college.

COST ANALYSIS: \$65,000 + 15,000 Benefits

ATTACHMENTS: