Regular Meeting of the Board of Trustees

Agenda

Tuesday, July 19, 2016

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF BOARD MINUTES – VOLUME LII
Minutes of the Regular Board Meeting of June 21, 2016, No. 19

IV. COMMENTS ON THIS AGENDA

V. CITIZEN PARTICIPATION

VI. REPORTS/ANNOUNCEMENTS – Employee Groups

VII. STUDENT SENATE REPORT

VIII. BOARD COMMITTEE REPORTS
A. Academic Affairs/Student Affairs
B. Finance/Maintenance & Operations

IX. ADMINISTRATIVE REPORT

X. PRESIDENT’S REPORT

XI. CHAIRMAN’S REPORT

XII. NEW BUSINESS
A. Action Exhibits
   15780 Authorization for Purchase of D Building Classroom Furniture – Confirmation of Board Poll
   15781 Budget Transfers
   15782 Reduction of Surety Bond for College Treasurer
   15783 ERP Consulting Agreement with Kurt Lehrmann
   15784 Authorization for Release and Sale of College Property at the WCMC Online Auction
   15785 Waiver of Facility Rental Fee for Village of Melrose Park/Federal
   15786 Waiver of Facility Rental Fee for District 97 Oak Park Elementary Schools
B. **Purchasing Schedules**

C. **Bills and Invoices**

D. **Closed Session** – To discuss and consider the hiring, discipline, performance, and compensation of certain personnel, matters of collective bargaining, acquisition of real property, and matters of pending, probable, or imminent litigation

E. **Human Resources Report**
   Appointment and Contract Approval
   3.1.01 Virginia Cabasa-Hess, Director of Special Initiatives & Community Relations
   3.1.02 Jacqueline Lynch, Dean of Adult Education

XIII. **COMMUNICATIONS – INFORMATION**
A. Human Resources Information Materials
B. Informational Material

XIV. **ADJOURNMENT**
AGREEMENT

This Agreement is made and entered into this 1st day of August 2016 in River Grove, Illinois by and between the Board of Trustees of Community College District #504, Triton College, (hereinafter referred to as the "Board") and Virginia Cabasa-Hess as Administrator (hereinafter referred to as "Administrator").

WHEREAS, the Board is desirous of obtaining the services of a Director of Special Initiatives and Community Relations and hiring Virginia Cabasa-Hess as an employee of Triton College to fill said position;

WHEREAS, Virginia Cabasa-Hess is desirous of providing said services to the Board and to be employed by Triton College in said capacity;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, it is agreed by the Board and Virginia Cabasa-Hess as follows:

1. The Board shall employ the Administrator commencing from August 1, 2016 and ending June 30, 2017 and said Administrator shall be compensated at the annual basic salary rate of $115,861 payable in installments.

2. The Administrator has represented to the Board that she fully meets the qualifications to hold the position of Director of Special Initiatives and Community Relations as prescribed by the Board and, where applicable, the statutes of the State of Illinois. It is understood by the parties that all explicit and all implicit representations made by the Administrator regarding her qualifications and credentials to hold said position have been relied upon by the Board in the formation of this Agreement and is a material basis for the formation of the Agreement.
3. During the term of this Agreement, the Administrator agrees to faithfully perform and discharge all services and duties as may be assigned the Administrator and the Administrator agrees to comply with all rules, regulations and practices of the College in the performance of said services and duties.

4. The Administrator agrees to perform all assigned services and duties to the satisfaction of the President of the College and the Board. The Administrator acknowledges and agrees that the Board may make reassignments of position as specified in the Administrative Policy Manual within the Board’s sole and exclusive discretion.

5. This Agreement is subject to all matters set forth in the College's Administrative Policy Manual, and the terms and provisions of such manual in effect from time to time are incorporated by reference as though specifically set forth herein. The Board specifically reserves the right to amend the Administrative Policy Manual at any time according to its sole and exclusive discretion and all such amendments, if any, shall govern this Agreement.

6. This Agreement is for the personal services of Virginia Cabasa-Hess and may not be assigned, in whole or in part, by either party, without the prior written approval of the other party.

7. This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois.

8. All notices required or permitted to be sent hereunder are to be in writing, as proved in the Administrative Policy Manual. Notices shall be sent to the following addresses:
A. Notices to the Board

Secretary
Board of Trustees of Community College
District 504 (Triton College)
2000 Fifth Avenue
River Grove, Illinois 60171

B. Notices to Virginia Cabasa-Hess:

875 Paddock Drive
Carol Stream, IL 60188

The addresses set forth herein may be changed by the parties from time to time by sending written notice of such changes to other party.

IN WITNESS WHEREOF, the parties executed the foregoing Agreement on the date first set out above.

Administrator

Board of Trustees of Community College
District No. 504 (Triton College),
County of Cook and State of Illinois

By: ________________________________

By: ________________________________
AGREEMENT (Probationary)

This Probationary Employment Agreement is made and entered into this 1st day of August, 2016 in River Grove, Illinois by and between the Board of Trustees of Community College District #504, commonly known as Triton College, (hereinafter referred to as the "Board") and Jacqueline Lynch (hereinafter referred to as "Administrator").

WHEREAS, the Board is desirous of obtaining the services of an Dean of Adult Education; and

WHEREAS, it is the recommendation of the Triton College Administration that the Board offer such position to Jacqueline Lynch;

WHEREAS, Jacqueline Lynch is desirous of providing said services to the Board as a Dean of Adult Education;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, it is agreed by the Board and Administrator follows:

1. The Board shall employ the Administrator commencing from August 1, 2016 and ending January 31, 2017.

2. The Board shall compensate Administrator bi-weekly installments, based upon an annual base salary $110,000.

3. The Administrator has represented to the Board that she fully meets the qualifications to hold the position of Dean of Adult Education as prescribed by the Board and, where applicable, the statutes of the State of Illinois. It is understood by the parties that all explicit and all implicit representations made by the Administrator regarding his qualifications and credentials to hold said position have been relied upon by the Board in
the formation of this Agreement and that such representations of qualifications are a material basis for the formation of the Agreement.

4. During the term of this Agreement, the Administrator agrees to faithfully perform and discharge all services and duties as may be assigned to the Administrator and the Administrator agrees to comply with all rules, regulations and practices of the Board and Triton College in the performance of said services and duties.

5. The Administrator agrees to perform all assigned services and duties to the satisfaction of the President of the College. The Administrator acknowledges and agrees that the President of the College may reassign job responsibilities as specified in the Administrative Policy Manual, within the President's sole and exclusive discretion.

6. Initial employment under this Agreement is subject to an initial probationary period of up to one-hundred eighty (180) calendar days, commencing on August 1, 2016. Administrator shall be evaluated after the completion of sixty (60), one-hundred twenty (120) and one-hundred eighty (180) days of employment. After the completion of one-hundred eighty (180) calendar days, and contingent upon satisfactory evaluations by the President, Administrator will be recommended to the Board for permanent appointment to the position.

7. Upon written notice to the Administrator, the President may extend the probationary period for an additional sixty (60) calendar days. In the event of an extension of the probationary period, the Board shall approve an additional probationary employment agreement. Until such time as the Board approves a non-probationary employment agreement, Administrator will not be considered to have completed the initial probationary
8. In the event that any Administrator’s evaluations include an unsatisfactory rating, the President shall recommend immediate termination of employment to the Board at the next regularly scheduled meeting of the Board of Trustees. Administrator understands and agrees that employment may be terminated at any time during this probationary employment agreement.

9. This Agreement is subject to all matters set forth in the College’s Administrative Policy Manual the (“Manual”). The terms and provisions of the Manual, as such Manual may be amended in the Board’s sole discretion from time to time, are incorporated by reference herein.

10. This Agreement is for the personal services of Administrator and may not be assigned, in whole or in part, by either party, without the prior written approval of the other party.

11. This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois. All disputes shall be governed by the Circuit Court of Cook County.

12. During this period of employment, Administrator will not engage in any consulting activities without written authorization and under the terms and conditions as set forth in the Manual.

13. All notices required or permitted to be sent hereunder shall be in writing and in the manner as set forth within. Notices shall be sent to the following addresses:
A. Notices to the Board

Secretary
Board of Trustees of Community College
District 504 (Triton College)
2000 Fifth Avenue
River Grove, Illinois 60171

B. Notices to Jacqueline Lynch
33 Cortland Street
Marlborough, MA 01752

The addresses set forth herein may be changed by the parties from time to time by sending written notice of such changes to other party.

IN WITNESS WHEREOF, the parties executed the foregoing Agreement on the date first set out above.

Administrator

[Signature]

Board of Trustees of Community College
District No. 504 (Triton College),
County of Cook and State of Illinois

By: [Signature]

By: [Signature]