

AGREEMENT (Probationary)

This Probationary Employment Agreement is made and entered into this 19th day of February, 2019 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 **Derek Salinas-Lazarski** (hereinafter referred to as "Administrator").

WHEREAS, the Board is desirous of obtaining the services of an Associate Dean of Arts and Sciences; and

WHEREAS, it is the recommendation of the Triton College Administration that the Board offer such position to Derek Salinas-Lazarski;

WHEREAS, Derek Salinas-Lazarski is desirous of providing said services to the Board as an Associate Dean of Arts and Sciences;

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 **February 25, 2019** and ending **August 24, 2019**.
2. The Board shall compensate Administrator bi-weekly installments, based upon an annual base salary \$90,000.
3. The Administrator has represented to the Board that he fully meets the qualifications to hold the position of Associate Dean of Arts and Sciences 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 February 25, 2019. 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 employment period.

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 Administrator Name



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

David Salinas Lopez

By: _____

[Handwritten signature]

By: _____

[Handwritten signature]