

FOURTH ADDENDUM TO PRESIDENT'S EMPLOYMENT CONTRACT

The FOURTH ADDENDUM TO PRESIDENT'S EMPLOYMENT CONTRACT, by and between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO 502, Counties of DuPage, Cook and Will, State of Illinois ("Board") and ROBERT L. BREUDER ("President"), is agreed to and entered into by the Board and the President.

WITNESSETH

WHEREAS, the Board and the President entered into an Employment Contract on the 18th day of November 2008, for the employment of the President by the Board for the period from January 1, 2009 through June 30, 2012;

WHEREAS, the President's employment contract was modified with 2010 Amendment, First Addendum, Second Addendum and the Third Addendum ("Employment Contract") to provide for the President's employment until June 30, 2019;

WHEREAS, the President will complete six years of distinguished service as President of the College of DuPage (College) in January 2015;

WHEREAS, the President's career spanning forty five years is highlighted with his service as an advisor to various higher education providers, his authoring numerous professional publications, his public speaking at various professional meetings, his memberships on various Boards of Directors, his recognitions by various organizations for his leadership such as the Illinois Senate for 32 years of leadership in community colleges, and his designations as a distinguished alumnus of both of his alma maters, the University of Albany and Florida State University;

WHEREAS on April 25, 2014, the President expressed an interest in his retirement in March 2016 from the College (See attached Exhibit A);

WHEREAS, the Board and the President ("Parties") have agreed that the President will voluntarily retire from his employment with the College, effective March 31, 2016 (the "Retirement Date");

WHEREAS for the past nine months, the Parties have been discussing the terms and conditions for the President's retirement that would serve the mutual best interests of the College and the President and to provide for an orderly transition of the business of the College;

NOW THEREFORE, in consideration of the promises and mutual agreements of the Parties, it is hereby agreed by the Board and the President as follows:

1. SEPARATION

President agrees to the following separation terms:

- a. President agrees to voluntarily retire from the College, effective as of the Retirement Date. President understands and agrees that his current assignment with the College and all rights under the Employment Contract will be extinguished upon his retirement and only the terms of this Fourth Addendum will apply. Upon retirement, the Board will pay the President a lump sum amount of \$762,867.77.

- b. Upon retirement, the President will receive the retirement benefits provided to all administrators as set forth in the "College of DuPage Senior Management Team Whose Title includes Vice President Summary of Benefits" (the "Benefits Summary") (See attached Exhibit B).
- c. The Board will install a sign on the Homeland Security Education Center consistent with the Board's action on May 7, 2013, naming the building in Dr. Robert Breuder's honor subject to the President maintaining conduct that is not materially detrimental to the reputation of the Board and/or the College.
- d. Per Board Policy 15-280, the Board will grant the President an exception and name the President with "Emeritus" status upon the President's retirement.
- e. President will receive no compensation, insurance, or other benefits from the College after March 31, 2016 outside of this Fourth Addendum and the Benefits Summary.
- f. President agrees that he will return all College Property in his possession no later than March 31, 2016.
- g. President agrees that he will assist the Board in the search process at the direction of the Board. Upon direction and approval by the Board, President agrees to assist the College in recruiting qualified permanent replacement candidates for the positions of Interim College President and College President for the College. Such assistance shall include, but will not be limited to, identification of qualified candidates, assisting College in assessing the qualifications of candidates and, pursuant to the direction of the Board, communicating with candidates. This Section 1.g. shall no longer apply after the Retirement Date.
- h. President and the Board agree to work together and cooperate in all aspects of the announcement of his retirement to the communities the College serves.
- i. President agrees to assist the Board in an orderly administrative closure of each academic year through the Retirement Date.
- j. President agrees to provide for an orderly transition for the interim and/or permanent College President/s through the Retirement Date.
- k. President agrees to perform all other duties, which are required for an orderly transition of the interim and/or permanent College President/s for the College through the Retirement Date.
- l. President agrees to perform all his duties and responsibilities required of a College President through the Retirement Date.

2. RESTRICTIONS ON RECRUITING AND HIRING OF COLLEGE STAFF

President further agrees that he will refrain from recruiting or hiring, or attempting to recruit or hire, currently employed staff from the College who have knowledge of the College's business or educational operations. In so agreeing, President shall not either directly, or indirectly pursue, influence, assist or otherwise interfere with a member of the College's staff who has knowledge of the College's business or educational operations to terminate their association or employment with the College and/or accept a comparative position with another college or private employer in the business of college administration within the State of Illinois. These restrictions on recruiting and hiring of College Staff to which President agrees shall terminate two years from the Retirement Date. Nevertheless,

President may serve as a reference for a currently employed staff member who may request such of President during this period and may provide generalized career assistance to College Staff members who contact him and request such assistance.

3. VOLUNTARY NATURE OF AGREEMENT

President agrees that he is freely, knowingly, voluntarily and without duress, coercion, or undue influence executing this Fourth Addendum. President agrees that he intends to be legally bound by the terms of this Fourth Addendum.

4. COMPLETE UNDERSTANDING

This Fourth Addendum sets forth all of the promises, agreements, conditions and understandings between the Parties related to the subject matter hereof, and there are no promises, agreements, or undertakings, either oral or written, expressed or implied, between them other than as herein set forth. Notwithstanding the preceding, the terms and conditions of the Employment Contract shall remain in effect through the Retirement Date unless such term or condition is expressly superseded by this Fourth Addendum. Section H. INDEMNIFICATION of the Employment Contract shall continue to apply through the Retirement Date and shall survive the termination of the Employment Contract, including the termination of this Fourth Addendum, solely for actions in which the President engaged in the performance of his powers or duties that were within the scope of his employment or under the direction of the Board and to the extent the President's actions were permitted by Illinois law. For purposes of clarification, the losses, fees and expenses for which the President may seek indemnification under Section H. INDEMNIFICATION include reasonable attorneys' fees subject to the Board selecting and appointing the law firm for the President's legal representation.

5. EFFECT OF THIS AGREEMENT

This Fourth Addendum shall inure to the benefit of the Board and President and shall bind the Board and President their agents, representatives, assignees and successors.

6. ADVICE OF COUNSEL

The Parties have each consulted their own legal counsel regarding the terms of this Fourth Addendum and the legal liabilities of the Parties.

7. SEVERABILITY

If any of the provisions, terms and clauses of this Fourth Addendum are declared illegal, unenforceable, or ineffective in a legal forum with competent jurisdiction to do so, those provisions, terms and clauses shall be deemed severable, and all other provisions, terms and clauses of this Fourth Addendum shall remain valid and binding upon all the Parties hereto. Further, in the event a court should determine not to enforce a covenant as written due to over breadth, President specifically agrees that said covenant shall be enforced to the extent reasonable, whether said revisions be in time, territory or scope of prohibitive activities.

8. AMENDMENT OF AGREEMENT

Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Fourth Addendum shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by each of the Parties.

9. CHOICE OF LAW

This Fourth Addendum shall be governed and construed in accordance with the laws of the State of Illinois to the extent applicable. In the event of the institution or commencement of any legal proceedings, the Parties hereto agree that jurisdiction and venue shall be vested in any federal or state court located in the State of Illinois and that state court venue shall be in DuPage County, Illinois.

10. SIGNATURE IN COUNTERPARTS

This Fourth Addendum may be executed in counterparts each of which shall be considered an original, and all of which together shall be considered one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Fourth Addendum on the dates below.

Dated and signed this _____ day of January 2015.

PRESIDENT

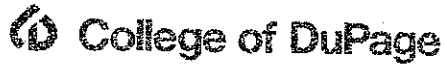
BOARD OF TRUSTEES COMMUNITY COLLEGE
DISTRICT NO. 502, COUNTIES OF DUPAGE, COOK
AND WILL, STATE OF ILLINOIS

Dr. Robert L. Breuder

Chair, on behalf of the Board of Trustees

ATTEST

Secretary



Robert L. Breuder, *President*

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January 20, 2015

To the College of DuPage Board of Trustees:

For the past six years, I have had the opportunity to guide the College of DuPage through a transformational period. The achievements of College employees during this period, as detailed in the attached list of outcomes, has brought the College to where it is today. College of DuPage is the flagship community college in Illinois and among the most distinguished in the country.

In March 2016, I will be approaching my 72nd birthday and will conclude 35 years of service as a college president. In addition, I will have been President of College of DuPage for twice as long as I had initially planned.

More than 6 months ago, I informed the Board Chair of my increasing interest in retiring. With age comes the inevitable reality that time is precious. During the Christmas holidays, I took time to look ahead and define my future. I concluded the time was at hand to make a life decision. I herein notify the Board of Trustees, I will retire as President of College of DuPage at the close of business on March 31, 2016.

Between now and then I will continue to help ensure our College remains well positioned for the future. We will continue to pursue with vigor our ambitious agenda as detailed in the Board approved Strategic Long Range Plan. Our Vision is clear and our commitment to excellence and service deeply embedded in the fabric of our institution.

There is much I will miss. None more than the hundreds of talented and dedicated employees in ALL areas of our College. It is their commitment that has created what artists often refer to as a masterpiece. It has been and always will be our employees who generate the outcomes which impact the lives of others. I feel privileged to have been part of the current family that made educational opportunity available to students and served our community with excellence.

Sincerely,

Robert L. Breuder

cc: Senior Management Team, College Community, Foundation Board