

## EMPLOYMENT CONTRACT

AGREEMENT made, as of the 8<sup>th</sup> day of January, 1998, by and between the Board of Trustees of Community College District No. 512, Counties of Cook, Kane, Lake and McHenry, State of Illinois (William Rainey Harper College), hereinafter referred to as the "Board", and Robert L. Breuder, hereinafter referred to as the "President".

### A. EMPLOYMENT

1. The Board hereby employs the President as the President of the College for an initial term of four (4) years, commencing February 16, 1998 and ending February 15, 2002.

2. The President hereby accepts such employment and agrees to devote his entire professional time, attention and energy to the performance of the duties of the Office of the President of the College. Notwithstanding the foregoing, the President may, with the permission of the Board, serve as a consultant to other organizations.

3. The President is granted the administrative rank of Professor.

### B. SALARY

1. The President shall receive a salary in the amount of One Hundred Fifty Five Thousand Dollars (\$155,000.00) per annum, payable bi-weekly.

2. The President's salary shall be increased, on an annual basis, to the extent fiscally prudent, based upon satisfactory performance. Such annual increase shall, at a minimum, be in line with other administrative salary increases awarded by the Board, however, the Board may, in its discretion, award the President a larger annual increase based upon his performance. Such salary adjustment shall be construed to be an amendment to the salary provision of this Agreement but shall not otherwise affect the provisions of this Agreement.

3. The term of this Agreement may be extended, pursuant to its terms or by agreement of the parties, with or without a modification of this salary provision.

### C. ADDITIONAL BENEFITS

1. The Board shall provide the President with an automobile on such terms and conditions as may be approved by the Board.

2. In accordance with the policy of the Board, as now exists or may hereafter be modified, the President may participate in professional organizations, attend educational conferences,

conventions, courses, seminars and other similar professional growth activities, as well as participate in community organizations, provided same does not unduly interfere with his College responsibilities. The Board shall reimburse the President for the reasonable out-of-pocket expenses and costs incurred by the President in connection with the performance of his duties hereunder and attendance at such educational conferences, conventions, courses and seminars and/or his participation in such similar professional growth activities, upon receipt of invoices or other appropriate documentation.

3. The President shall receive a paid vacation of not less than twenty (20) working days during each contract year of the term of this Agreement in accordance with Board policy for administrative personnel.

4. The Board shall promptly reimburse the President, in an amount of up to Two Thousand Five Hundred Dollars (\$2,500.00) per year, for expenses incurred by his spouse for travel and/or participation in College-related functions.

5. The Board shall provide the President with an annual Fifteen Thousand Dollar (\$15,000.00) housing allowance which shall be paid in bi-weekly installments.

6. The President shall also be allowed any privileges, leaves, sick leave and fringe benefits not specifically enumerated herein which are generally extended under the Administrative Benefits Program 1997/98 Fiscal Year (the "Administrative Benefits Program"), a copy of which is attached hereto and incorporated by reference herein, as periodically revised, and in no event shall the benefits allowed to the President hereunder be less than the privileges, leaves, sick leave, and fringe benefits generally extended under the Administrative Benefits Program; provided, however, that in no event shall the fringe benefits allowed to the President hereunder be reduced during the term of this Agreement. To the extent of any inconsistency in the benefits specifically set forth herein and the benefits extended under the Administrative Benefits Program, the President shall in all events be entitled to whichever benefit shall be the greater.

7. The Board shall contribute such amount to the State Universities Retirement System ("SURS"), on behalf of the President, each year, as will reduce the President's annual contribution to SURS to five percent (5%) of his gross wages.

8. The Board shall pay annually, upon the request of the President, the sum of Fifteen Thousand Dollars (\$15,000.00) for the President's optional purchase of life insurance, a tax-sheltered annuity subject to maximum IRS limitations, tax deferred annuity, the purchase of other qualifying public employment for

SURS service credit or any other investment that the President selects.

9. In addition to the life insurance provided to the President pursuant to the Administrative Benefits Program, the Board shall, at the President's option, provide the President with term life insurance in an amount equal to three (3) times the President's annual salary, to a maximum coverage of Five Hundred Thousand Dollars (\$500,000.00), subject to the President's continued eligibility for life insurance coverage and any restrictions imposed by the College's life insurance carrier, or pay the amount of the annual premium for such life insurance directly to the President, at the President's request, which the President will apply against the cost of the term life insurance policy in the face amount of Five Hundred Thousand Dollars (\$500,000.00) presently maintained by the President.

10. The President shall undergo an annual physical examination, at the Board's expense. The President and the Chairperson of the Board shall each receive a copy of the report of such examination, which report may be shared with other members of the Board, in the discretion of the Chairperson, provided, however, that the Board acknowledges that the medical report is personal, private and confidential and shall not be disclosed to any third party except as required by law.

11. The Board shall reimburse the President for reasonable moving expenses incurred in moving his family and household from his current residence, upon the submission of invoices.

12. The Board shall, on an annual basis, reimburse the President in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), which shall be paid to the President on or before the 15th day of December of each year, for income taxes arising from benefits received by the President under this Section C.

13. In addition to the disability insurance provided to the President pursuant to the Administrative Benefits Program, the Board shall, at the President's option and at the President's expense, provide the President with such additional disability insurance as the President shall request, provided that such additional disability insurance is available to the Board.

#### D. POWERS AND DUTIES

1. The President shall be the Chief Executive Officer of the College. He shall have charge of the administration of the College under policies established by the Board, direct and assign, place and transfer all employees in accordance with Board policy and organize and administer the affairs of the College as best serves the College, in his reasonable discretion, consistent with

Board policy. He shall perform the duties and responsibilities set forth in the job description of the President provided to the President prior to the execution of this Agreement, as may be reasonably amended from time to time, and such other duties as may be incident to the Office of the President of the College and as may be reasonably prescribed by the Board, from time-to-time, consistent with such job description. The President shall also, from time-to-time, suggest regulations, rules and procedures deemed necessary or appropriate for the well-ordering of the College.

2. In the exercise of his duties and responsibilities, the President shall exercise all necessary powers and authority incidental thereto.

E. **EVALUATION**

1. Prior to June 1 of each year, commencing June 1, 1998, the President shall prepare written objectives for the following twelve (12) month period for approval by the Board.

2. By June 1 of each subsequent year, commencing June 1, 1999, the President shall share his self-assessment and expected outcomes of the current year's objectives. In making an assessment of the President's performance, the Board will consider the following: (a) the Mission Statement; (b) the President's Job Description; (c) the President's written objectives for the year; (d) the President's self-assessment report; (e) the President's six-month progress report, and (f) the Board's assessment through general discussions with the President.

F. **REAPPOINTMENT**

At the end of the second year of the term of this Agreement, on February 15, 2000, and at the end of each year thereafter, the term of this Agreement shall be automatically extended for an additional period of one (1) year unless either party shall give to the other, prior to the 15th day of February of such year, written notice of his or its intention to terminate this Agreement at the end of the then-current term. Therefore, effective February 15, 2000, the term of this Agreement shall be extended until February 15, 2003, effective February 15, 2001, the term of this Agreement shall be extended until February 15, 2004, and so on.

G. **TERMINATION**

1. This Agreement may be terminated by any of the following:

- a. mutual agreement of the parties;
- b. retirement of the President;

c. resignation by the President; provided, however, the President gives the Board at least six (6) months prior written notice (or such lesser notice as may be acceptable to the Board);

d. mental or physical incapacity which prevents the President from performing his essential job functions hereunder for a continuous period in excess of eight (8) consecutive months; provided, however, that notwithstanding the termination of this Agreement pursuant to this Section G.1.d., the President shall nevertheless remain an employee of the College and shall be eligible for the rights and benefits provided to employees of the College under the Administrative Benefits Program;

e. death of the President;

f. the termination of the President's employment hereunder by the Board for Cause (as defined hereafter). For purposes of this Agreement, "Cause" means the following:

- i. the President's material failure or refusal to perform his duties hereunder, for any reason other than mental or physical incapacity, after the President has been given at least thirty (30) days prior written notice of such breach and a reasonable opportunity to cure such breach;
- ii. the President's material failure to perform the reasonable and legitimate directives of the Board;
- iii. misconduct by the President, outside the scope of his employment by the College hereunder, which is materially detrimental to the reputation of the Board or the College in the community; or
- iv. misconduct by the President, outside the scope of his employment by the College hereunder, which is materially detrimental to the reputation of the President in the community; or

2. The Board may terminate this Agreement by written notice at any time after the President has been absent from his employment for whatever cause (other than mental or physical incapacity) for a continuous period of four (4) calendar months. All obligations of the Board hereunder shall cease upon such termination.

3. The Board's right to terminate this Agreement for Cause pursuant to Section G.1.f. of this Agreement may be exercised by the affirmative vote of at least five of the seven members of the Board in favor of the President's dismissal for Cause and the giving of written notice to the President specifying, in detail, the grounds for such termination. Upon the President's receipt of written notice from Board pursuant to Section G.1.f., the President shall have the right to appear before all seven members of the Board, at a meeting conducted in executive session, to discuss the breach asserted by the Board and its cure. If the breach is not cured prior to the expiration of the cure period provided herein, such termination shall be effective upon the expiration of such cure period and the Board's re-affirmation of the President's dismissal for Cause by an affirmative vote of at least five of its seven members.

4. In the event of the termination of the President's employment hereunder by the Board without Cause prior to the expiration of the then-current term of this Agreement, the President will be entitled to receive the full amount of the compensation and all benefits that he would have received had this Agreement not been terminated prior to the expiration of the term of this Agreement.

#### H. INDEMNIFICATION.

The Board will indemnify, defend and hold the President harmless from and against any and all claims, demands, suits, debts, actions, causes of action, costs, expenses, damages and liabilities suffered, sustained or incurred by the President as the result of or arising out of or asserted against the President because of the performance of his duties and responsibilities as the President of the College.

#### I. NOTICE.

Any notice required to be given under this Agreement shall be deemed sufficient if it is in writing and sent by mail to the President at his residence or to the Chairperson of the Board.

#### J. SIGNATORIES.

The signatories to this Agreement on behalf of the Board warrant and represent that this Agreement has been duly authorized by the Board, that the Board has the power and authority to execute this Agreement on behalf of the College and that this Agreement constitutes the legal, valid obligation of the Board and the College and is enforceable against the Board and the College in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement  
as of the 9th day of January, 1998.

BOARD OF TRUSTEES  
COMMUNITY DISTRICT NO.  
512  
COUNTIES OF COOK, KANE, LAKE  
AND MCHENRY STATE OF ILLINOIS

[Redacted signature]

[Redacted signature]

Chairperson

[Redacted signature]

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gdr\breuder\revemp.j05  
January 5, 1998

## ADDENDUM TO EMPLOYMENT AGREEMENT

AGREEMENT made and entered into this 30<sup>th</sup> day of June, 1998, by and between Dr. Robert L. Breuder ("Breuder") and the Board of Trustees of William Rainey Harper Community College District No. 512, Cook, McHenry, Kane and Lake Counties, Illinois (the "Board").

### W I T N E S S E T H:

**WHEREAS**, Breuder is employed as President by the Board as of the date of this Agreement pursuant to that certain Employment Contract dated January 8, 1998 by and between Breuder and the Board (the "Employment Contract"); and

**WHEREAS**, Board has determined that it is in the College's best interest for Breuder to reside within the boundaries of the College (the "College Boundaries") because Breuder will have more contact with taxpayers and past, present and future customers of the College, will be closer to the College in the event of a campus emergency, and will be a taxpayer in District 512; and

**WHEREAS**, Board has requested Breuder to reside within the College Boundaries during his employment by the Board; and

**WHEREAS**, in order to induce Breuder to reside within the College Boundaries during Breuder's employment by the Board, the Board has agreed to protect Breuder from a portion of a potential Capital Loss from the future sale of Breuder's home, at Breuder's request and upon the termination of Breuder's employment by the Board, retirement or death, or in the event that Breuder qualifies for permanent disability under the College's long-term disability policy, in accordance with the terms and provisions as set forth below.

**NOW, THEREFORE**, in consideration of the promises and mutual undertakings and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and conclusively established, it is hereby agreed as follows:

### **SECTION 1. DEFINITIONS**

- A. Original Fair Market Value (FMV): The price paid for the Residence reduced by that portion of upgrades that the appraiser deems as having no resale value (if any).
- B. Additions to FMV: The appraised price of the Approved Improvements listed below. It is the intent of the Board to approve all improvements to the extent the appraisers deem that the improvements add to resale value of the Residence.
- C. Sale FMV: The appraised value of the property at the time of the sale of the Residence, including a 6% real estate broker commission.



- D. Capital Loss: Capital Loss is defined as the real estate contract price (including a 6% real estate broker commission) paid by a purchaser based on an arm's length transaction ("Sale Price") less the Original Fair Market Value less the Additions to FMV. If Breuder sells the Residence for less than 90% of the Sale FMV, then the Sale Price for purposes of this Agreement shall be 90% of the Sale FMV.
- E. Appraisals: The original Fair Market Value of the Residence and any Additions to FMV shall be determined when Breuder purchases the Residence (at the Committee's option), when Breuder makes Approved Improvements to the Residence (at the Committee's option), and at the time of Breuder's sale of the Residence by taking the average of two recent appraisals, with both appraisers being mutually selected by a committee of the Board ("Committee") and Breuder, the cost of which shall be paid by the Board.

## **SECTION 2. CAPITAL LOSS REIMBURSEMENT**

The Board agrees that, within thirty (30) days following its receipt of a written request from Breuder (a "Request for Reimbursement"), the Board will reimburse Breuder for a portion of the Capital Loss (as defined above) experienced by Breuder from the sale of Breuder's initial residence located within the College Boundaries (the "Residence"). Breuder may only request that the Board reimburse Breuder for a portion of his Capital Loss if the Residence has been sold (1) after an arm's length transaction; (2) at a price greater than or equal to 90% of the "Sale FMV"; and (3) after the occurrence of any of the following:

- a. The termination of Breuder's employment by the Board, unless such termination is for cause; or
- b. Breuder's retirement (when Breuder is 62 years of age or older) or death; or
- c. The Board decides not to renew Breuder's contract, unless such non-renewal is for cause; or
- d. Breuder qualifies for permanent disability under the College's long-term disability policy.

Breuder shall not qualify for a Capital Loss Reimbursement if Breuder resigns from his employment by the Board or if Breuder refuses to renew his employment contract, provided that the terms of which are substantially equivalent in salary to community college presidents in Illinois.

**SECTION 3. CAPITAL LOSS AND REIMBURSEMENT**

- A. The Capital Loss for Breuder's Residence shall be defined in the definitions. All Improvements which shall qualify for the Capital Loss must be approved in writing by the Committee before an improvement exceeding one thousand dollars (\$1,000) is made and shall be limited to the following:
1. Additions in square feet;
  2. Landscaping a new residence (when purchased without landscaping);
  3. Decks and/or patios;
  4. Fencing and/or retaining walls;
  5. Security and/or interior sprinkler systems;
  6. Basement finishing;
  7. Hard-wired smoke detectors;
  8. Kitchen remodeling; and
  9. Bathroom remodeling.
- B. A Capital Loss Reimbursement shall be paid to Breuder based upon the Capital Loss Reimbursement Schedule (below). The Capital Loss Reimbursement shall be based on Breuder's Capital Loss (described in the definitions) as applied to the greater amount of the "Percentage Amount" and "Fixed Amount" as follows:

Capital Loss Reimbursement Schedule

<u>Year of Contract (including extensions or renewals)</u>	<u>"Percentage Amount"</u>	<u>"Fixed Amount"</u>
1	75%	\$ 25,000
2	65%	\$ 37,500
3	55%	\$ 50,000
4	45%	\$ 62,500
5	35%	\$ 75,000
6	25%	\$ 87,500
7	15%	\$100,000
8	5%	\$ 87,500
9	0	\$ 75,000
10	0	\$ 62,500
11	0	\$ 50,000
12	0	\$ 37,500
13	0	\$ 25,000
14	0	\$ 12,500
15	0	0

In no event shall Breuder receive a Capital Loss Reimbursement according to this schedule greater than Breuder's actual Capital Loss as defined herein or if Breuder sells

the Residence for an amount greater than the "Original Fair Market Value" of the Residence plus the "Additions to FMV."

At all times, Breuder must properly maintain and adequately insure the Residence. "Maintain" shall be defined as taking all reasonable actions to ensure that the residence, including fixtures and grounds, are not in a state of disrepair and are consistent with the condition of the residences in the neighborhood. In the case of a catastrophic loss involving the Residence, Breuder's insurance coverage shall apply and this Agreement shall be void.

**SECTION 4. INURE TO BENEFIT, BINDING EFFECT OF AGREEMENT**

This Agreement shall inure to the benefit of and shall bind the Board and Breuder, and their respective agents, heirs, representatives, successors and assigns.

**SECTION 5. COMPLETE UNDERSTANDING**

This Agreement sets forth all the promises, agreements, conditions and understandings between the parties relative to the subject matter hereof, and there are no promises, agreements, or undertakings, either oral or written, expressed or implied, between them concerning the subject matter of this Agreement other than as set forth herein and/or in the Employment Contract. This Agreement shall be considered an amendment to the Employment Contract, which shall remain in full force and effect in accordance with its terms.

**SECTION 6. AMENDMENT OF AGREEMENT**

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

DR. ROBERT L. BREUDER



Date: JANUARY 24, 1990

BOARD OF TRUSTEES OF WILLIAM  
RAINEY HARPER COMMUNITY  
COLLEGE DISTRICT NO. 512



Chairman

ATTEST:



Secretary

Date: 6/30/1998

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**SECOND ADDENDUM TO PRESIDENT'S EMPLOYMENT CONTRACT**

This SECOND ADDENDUM TO THE PRESIDENT'S EMPLOYMENT CONTRACT, entered on this 26<sup>th</sup> day of March, 1999 between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 512, Counties of Cook, Kane, Lake and McHenry, State of Illinois (William Rainey Harper College), hereinafter referred to as the "Board", and ROBERT L. BREUDER, hereinafter referred to as the "President", are agreed to and entered into by the Board and the President on the date hereinafter set forth.

**WITNESSETH:**

**WHEREAS**, the Board and the President entered into an Agreement entitled "Employment Contract – Robert L. Breuder" (President's Employment Contract") on the 8<sup>th</sup> day of January, 1998 regarding the employment of President Robert L. Breuder by the College from February 16, 1998 through February 15, 2002; and

**WHEREAS**, the President has fully and faithfully discharged all of his duties and responsibilities to the Board's satisfaction and is satisfactorily working toward the mission established by the Board when he was hired;

**WHEREAS**, both parties to the President's Employment Contract believe that it is in their best interest for Robert L. Breuder to remain in his position as President of William Rainey Harper College for another year; and

**WHEREAS**, the Board and the President are desirous of modifying the terms of the current contract which expires on February 15, 2002.

**NOW, THEREFORE**, it is hereby understood and agreed by the Board and President that the President's Employment Contract is amended as follows:

**Section One:** The President's Employment Contract shall be extended to June 30, 2003.

**Section Two:** Each of the Whereas clauses of this Agreement are incorporated by reference in this Agreement as if fully set forth herein.

Dated and returned this 26<sup>th</sup> day of March, 1999.

By: \_\_\_\_\_

Board of Trustees of Community College District  
No. 512, Counties of Cook, Kane, Lake and McHenry,  
State of Illinois

By: \_\_\_\_\_

Richard Kolze, Chairman

### THIRD ADDENDUM TO PRESIDENT'S EMPLOYMENT CONTRACT

This THIRD ADDENDUM TO THE PRESIDENT'S EMPLOYMENT CONTRACT, entered on this 27 th day of May, 1999 between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 512, Counties of Cook, Kane, Lake and McHenry, State of Illinois (William Rainey Harper College), hereinafter referred to as the "Board," and ROBERT L. BREUDER hereinafter referred to as the "President," are agreed to and entered into by the Board and the President on the date hereinafter set forth.

#### WITNESSETH:

**WHEREAS**, the Board and the President entered into an Agreement entitled "Employment Contract - Robert L. Breuder" ("President's Employment Contract") on the 8th day of January, 1998 regarding the employment of President Robert L. Breuder by the College from February 16, 1998 through February 15, 2002; and

**WHEREAS**, the Board and the President entered into an "Addendum to the President's Employment Contract" in June, 1998; and

**WHEREAS**, the Board and the President entered into a "Second Addendum to President's Employment Contract" in March, 1999; and

**WHEREAS**, the President has fully and faithfully discharged all of his duties and responsibilities to the Board's satisfaction and is satisfactorily working toward the mission established by the Board when he was hired; and

**WHEREAS**, the Board and the President are desirous of modifying the terms of the current contract, as amended, which expires on June 30, 2003.

**NOW, THEREFORE**, it is hereby understood and agreed by the Board and President that the President's Employment Contract is amended as follows:

**Section One:** The President's salary shall be increased 4.6% from \$155,000 to \$162,130 retroactive to February 15, 1999, which is Dr. Breuder's employment anniversary date.

**Section Two:** The President shall be entitled to consideration of his next salary increase in July, 2000.

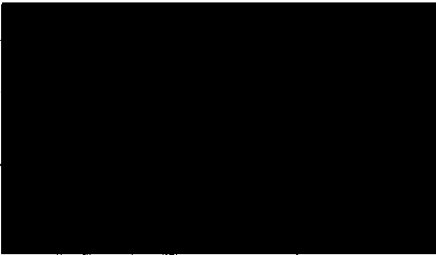
**Section Three:** The President shall be entitled to two additional personal business days for a total of four personal business days effective July, 1999.

**Section Four:** The President's insurance benefits as described in Section C, Paragraph 8 of the President's Employment Contract shall be increased \$2,200 for a total of \$17,200 effective July, 1999.

Each Whereas clause of this Agreement is incorporated by reference in this Agreement as if fully set forth herein.

Dated and returned this 29th day of May, 1999.

DR. ROBERT L. BREUDER



BOARD OF TRUSTEES  
COMMUNITY COLLEGE DISTRICT NO. 512  
COUNTIES OF COOK, KANE, LAKE AND  
MCHENRY, STATE OF ILLINOIS



Richard C. Kotze, Chairman

ATTEST:



Secretary

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#### **FOURTH ADDENDUM TO PRESIDENT'S EMPLOYMENT CONTRACT**

This FOURTH ADDENDUM TO THE PRESIDENT'S EMPLOYMENT CONTRACT, entered on this 23rdth day of March, 2000 between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 512, Counties of Cook, Kane, Lake and McHenry, State of Illinois (William Rainey Harper College), hereinafter referred to as the "Board", and ROBERT L. BREUDER hereinafter referred to as the "President," are agreed to and entered into by the Board and the President on the date hereinafter set forth.

#### **WITNESSETH:**

**WHEREAS**, the Board and the President entered into an Agreement entitled "Employment Contract - Robert L. Breuder" ("President's Employment Contract") on the 8th day of January, 1998 regarding the employment of President Robert L. Breuder by the College from February 16, 1998 through February 15, 2002; and

**WHEREAS**, the Board and the President entered into an "Addendum to the President's Employment Contract" in June, 1998; and

**WHEREAS**, the Board and the President entered into a "Second Addendum to President's Employment Contract" in March, 1999; and

**WHEREAS**, the Board and the President entered into a "Third Addendum to President's Employment Contract" in May, 1999; and

**WHEREAS**, the President has fully and faithfully discharged all of his duties and responsibilities to the Board's satisfaction and is satisfactorily working toward the mission established by the Board when he was hired; and

**WHEREAS**, the Board and the President are desirous of modifying the terms of the current contract, as amended, which expires on June 30, 2003.

**NOW, THEREFORE**, it is hereby understood and agreed by the Board and President that the President's Employment Contract is amended as follows:

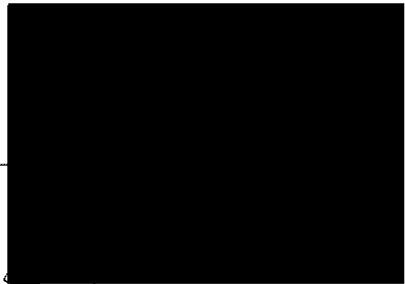
**Section One:** The President's Employment Contract shall be extended to June 30, 2004.



Each Whereas Clause of this Agreement is incorporated by reference in this Agreement as if fully set forth herein.

Dated and returned this 23<sup>rd</sup> th day of March, 2000.

DR. ROBERT L. BREUDER



BOARD OF TRUSTEES  
COMMUNITY COLLEGE DISTRICT NO. 512  
COUNTIES OF COOK, KANE, LAKE AND  
MCHENRY, STATE OF ILLINOIS

By



Richard Koize, Chairman

ATTEST:



Judith Hess, Secretary

## FIFTH ADDENDUM TO PRESIDENT'S EMPLOYMENT CONTRACT

This FIFTH ADDENDUM TO THE PRESIDENT'S EMPLOYMENT CONTRACT, entered on this 19th day of July, 2000 between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 512, Counties of Cook, Kane, Lake and McHenry, State of Illinois (William Rainey Harper College), hereinafter referred to as the "Board," and ROBERT L. BREUDER hereinafter referred to as the "President," are agreed to and entered into by the Board and the President on the date hereinafter set forth.

### WITNESSETH:

**WHEREAS**, the Board and the President entered into an Agreement entitled "Employment Contract - Robert L. Breuder" ("President's Employment Contract") on the 8th day of January, 1998 regarding the employment of President Robert L. Breuder by the College from February 16, 1998 through February 15, 2002; and

**WHEREAS**, the Board and the President entered into an "Addendum to the President's Employment Contract" in June, 1998; and

**WHEREAS**, the Board and the President entered into a "Second Addendum to President's Employment Contract" in March, 1999; and

**WHEREAS**, the Board and the President entered into a "Third Addendum to President's Employment Contract" in May, 1999; and

**WHEREAS**, the Board and the President entered into a "Fourth Addendum to President's Employment Contract" in March, 2000; and

**WHEREAS**, the President has fully and faithfully discharged all of his duties and responsibilities to the Board's satisfaction and is satisfactorily working toward the mission established by the Board when he was hired; and

**WHEREAS**, the Board and the President are desirous of modifying the terms of the current contract, as amended, which expires on June 30, 2004.

**NOW, THEREFORE**, it is hereby understood and agreed by the Board and President that the President's Employment Contract is amended as follows:

**Section One:** The President's salary shall be increased 4.4% from \$162,130 to \$169,264 effective July 1, 2000.

**Section Two:** The President shall be entitled to consideration of his next salary increase in July, 2001.

Each Whereas clause of this Agreement is incorporated by reference in this Agreement as if fully set forth herein.

Dated and returned this 19 th day of July, 2000.

DR. ROBERT L. BREUDER

BOARD OF TRUSTEES  
COMMUNITY COLLEGE DISTRICT NO. 512  
COUNTIES OF COOK, KANE, LAKE AND  
MCHENRY, STATE OF ILLINOIS

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Richard C. Kolze, Chairman

ATTEST:

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Secretary *Pro Tem*

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## **SIXTH ADDENDUM TO PRESIDENT'S EMPLOYMENT CONTRACT**

This SIXTH ADDENDUM TO THE PRESIDENT'S EMPLOYMENT CONTRACT, entered on this 5th day of April, 2001 between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 512, Counties of Cook, Kane, Lake and McHenry, State of Illinois (William Rainey Harper College), hereinafter referred to as the "Board", and ROBERT L. BREUDER, hereinafter referred to as the "President," are agreed to and entered into by the Board and the President on the date hereinafter set forth.

### **WITNESSETH:**

**WHEREAS**, the Board and the President entered into an Agreement entitled "Employment Contract - Robert L. Breuder" ("President's Employment Contract") on the 8th day of January, 1998 regarding the employment of President Robert L. Breuder by the College from February 16, 1998 through February 15, 2002; and

**WHEREAS**, the Board and the President entered into an "Addendum to the President's Employment Contract" in June, 1998; and

**WHEREAS**, the Board and the President entered into a "Second Addendum to President's Employment Contract" in March, 1999; and

**WHEREAS**, the Board and the President entered into a "Third Addendum to President's Employment Contract" in May, 1999; and

**WHEREAS**, the Board and the President entered into a "Fourth Addendum to President's Employment Contract" in March, 2000 and

**WHEREAS**, the Board and the President entered into a "Fifth Addendum to President's Employment Contract" in July, 2000 and

**WHEREAS**, the President has fully and faithfully discharged all of his duties and responsibilities to the Board's satisfaction and is satisfactorily working toward the mission established by the Board when he was hired; and

**WHEREAS**, the Board and the President are desirous of modifying the terms of the current contract, as amended, which expires on June 30, 2004.

NOW, THEREFORE, it is hereby understood and agreed by the Board and President that the President's Employment Contract is amended as follows:

**Section One:** The President's Employment Contract shall be extended to June 30, 2005.

Each Whereas Clause of this Agreement is incorporated by reference in this Agreement as if fully set forth herein.

Dated and returned this 5<sup>th</sup> day of April, 2001.

DR. ROBERT L. BREUDER

BOARD OF TRUSTEES

COMMUNITY COLLEGE DISTRICT NO. 512  
COUNTIES OF COOK, KANE, LAKE AND  
MCHENRY, STATE OF ILLINOIS



B   
Richard Koize, Chairman

ATTEST:



Judith Hess, Secretary  
*BARBARA BARTON*

## EIGHTH ADDENDUM TO PRESIDENT'S EMPLOYMENT CONTRACT

This EIGHTH ADDENDUM TO THE PRESIDENT'S EMPLOYMENT CONTRACT, entered on this 24<sup>th</sup> day of Spt, 2002 between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 512, Counties of Cook, Kane, Lake and McHenry, State of Illinois (William Rainey Harper College), hereinafter referred to as the "Board," and ROBERT L. BREUDER hereinafter referred to as the "President," is agreed to and entered into by the Board and the President on the date hereinafter set forth.

### WITNESSETH:

**WHEREAS**, the Board and the President entered into an Agreement entitled "Employment Contract - Robert L. Breuder" ("President's Employment Contract") on the 8th day of January, 1998 regarding the employment of President Robert L. Breuder by the College from February 16, 1998 through February 15, 2002; and

**WHEREAS**, the Board and the President entered into an "Addendum to the President's Employment Contract" in June, 1998; and

**WHEREAS**, the Board and the President entered into a "Second Addendum to President's Employment Contract" in March, 1999; and

**WHEREAS**, the Board and the President entered into a "Third Addendum to President's Employment Contract" in May, 1999; and

**WHEREAS**, the Board and the President entered into a "Fourth Addendum to President's Employment Contract" in March, 2000; and

**WHEREAS**, the Board and the President entered into a "Fifth Addendum to President's Employment Contract" in July, 2000; and

**WHEREAS**, the Board and the President entered into a "Sixth Addendum to President's Employment Contract" in April, 2001; and

**WHEREAS**, the Board and the President entered into a "Seventh Addendum to President's Employment Contract" in August, 2001; and

**WHEREAS**, the President has fully and faithfully discharged all of his duties and responsibilities to the Board's satisfaction and is satisfactorily working toward the mission established by the Board when he was hired; and

**WHEREAS**, the Board and the President are desirous of modifying the terms of the current contract, as amended, which expires on June 30, 2005.

**NOW, THEREFORE**, it is hereby understood and agreed by the Board and President that the President's Employment Contract is amended as follows:

**Section One:** The President's salary shall be increased 5.0% from \$176,373 to \$185,192 effective July 1, 2002.

**Section Two:** The President shall be entitled to consideration of his next salary increase in July, 2003.

Each Whereas clause of this Agreement is incorporated by reference in this Agreement as if fully set forth herein.

Dated and returned this 24<sup>th</sup> day of September, 2002.

DR. ROBERT L. BREUDER



BOARD OF TRUSTEES  
COMMUNITY COLLEGE DISTRICT NO. 512  
COUNTIES OF COOK, KANE, LAKE AND  
MCHENRY, STATE OF ILLINOIS

By: \_\_\_\_\_



Kris Howard, Chair

ATTEST:



Patrick Botterman, Secretary

## SEVENTH ADDENDUM TO PRESIDENT'S EMPLOYMENT CONTRACT

This SEVENTH ADDENDUM TO THE PRESIDENT'S EMPLOYMENT CONTRACT, entered on this 22nd day of August, 2001 between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 512, Counties of Cook, Kane, Lake and McHenry, State of Illinois (William Rainey Harper College), hereinafter referred to as the "Board," and ROBERT L. BREUDER hereinafter referred to as the "President," is agreed to and entered into by the Board and the President on the date hereinafter set forth.

### WITNESSETH:

**WHEREAS**, the Board and the President entered into an Agreement entitled "Employment Contract - Robert L. Breuder" ("President's Employment Contract") on the 8th day of January, 1998 regarding the employment of President Robert L. Breuder by the College from February 16, 1998 through February 15, 2002; and

**WHEREAS**, the Board and the President entered into an "Addendum to the President's Employment Contract" in June, 1998; and

**WHEREAS**, the Board and the President entered into a "Second Addendum to President's Employment Contract" in March, 1999; and

**WHEREAS**, the Board and the President entered into a "Third Addendum to President's Employment Contract" in May, 1999; and

**WHEREAS**, the Board and the President entered into a "Fourth Addendum to President's Employment Contract" in March, 2000; and

**WHEREAS**, the Board and the President entered into a "Fifth Addendum to President's Employment Contract" in July, 2000; and

**WHEREAS**, the Board and the President entered into a "Sixth Addendum to President's Employment Contract" in April, 2001; and

**WHEREAS**, the President has fully and faithfully discharged all of his duties and responsibilities to the Board's satisfaction and is satisfactorily working toward the mission established by the Board when he was hired; and

**WHEREAS**, the Board and the President are desirous of modifying the terms of the current contract, as amended, which expires on June 30, 2005.

**NOW, THEREFORE**, it is hereby understood and agreed by the Board and President that the President's Employment Contract is amended as follows:

**Section One:** The President's salary shall be increased 4.2% from \$169,264 to \$176,373 retroactive to July 1, 2001.



**Section Two:** The President shall be entitled to consideration of his next salary increase in July, 2002.

Each Whereas clause of this Agreement is incorporated by reference in this Agreement as if fully set forth herein.

Dated and returned this 22<sup>nd</sup> day of August, 2001.

DR. ROBERT L. BREUDER



BOARD OF TRUSTEES  
COMMUNITY COLLEGE DISTRICT NO. 512  
COUNTIES OF COOK, KANE, LAKE AND  
MCHENRY, STATE OF ILLINOIS



By

ATTEST:



## NINTH ADDENDUM TO PRESIDENT'S EMPLOYMENT CONTRACT

This NINTH ADDENDUM TO THE PRESIDENT'S EMPLOYMENT CONTRACT, entered on this 17<sup>th</sup> day of NOVEMBER, 2002 between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 512, Counties of Cook, Kane, Lake and McHenry, State of Illinois (William Rainey Harper College), hereinafter referred to as the "Board," and ROBERT L. BREUDER hereinafter referred to as the "President," is agreed to and entered into by the Board and the President on the date hereinafter set forth.

### WITNESSETH:

**WHEREAS**, the Board and the President entered into an Agreement entitled "Employment Contract - Robert L. Breuder" ("President's Employment Contract" or "Contract") on the 8th day of January, 1998 regarding the employment of President Robert L. Breuder by the College from February 16, 1998 through February 15, 2002; and

**WHEREAS**, the Board and the President entered into an "Addendum to the President's Employment Contract" in June, 1998; and

**WHEREAS**, the Board and the President entered into a "Second Addendum to President's Employment Contract" in March, 1999; and

**WHEREAS**, the Board and the President entered into a "Third Addendum to President's Employment Contract" in May, 1999; and

**WHEREAS**, the Board and the President entered into a "Fourth Addendum to President's Employment Contract" in March, 2000; and

**WHEREAS**, the Board and the President entered into a "Fifth Addendum to President's Employment Contract" in July, 2000; and

**WHEREAS**, the Board and the President entered into a "Sixth Addendum to President's Employment Contract" in April, 2001; and

**WHEREAS**, the Board and the President entered into a "Seventh Addendum to President's Employment Contract" on August 22, 2001; and

**WHEREAS**, the Board and the President entered into an "Eighth Addendum to President's Employment Contract" on September 24, 2002; and

**WHEREAS**, the President has fully and faithfully discharged all of his duties and responsibilities to the Board's satisfaction and is satisfactorily working toward the mission established by the Board when he was hired; and

**WHEREAS**, the President has decided to retire at the end of the current contract period, June 30, 2005; and

**WHEREAS**, the President is entitled to the benefits set forth in the Board's Administrative Benefits Program; and

**WHEREAS**, in recognition of the outstanding service the President has provided to the College, the Board desires to waive the ten (10) year service eligibility requirement to enable the President to participate in the "Early Retirement" benefit plan set forth in the Board's Administrative Benefits Program upon expiration of his contract.

**WHEREAS**, the Board and the President are desirous of modifying the terms of the current President's Employment Contract, as amended, which expires on June 30, 2005.

**NOW, THEREFORE**, it is hereby understood and agreed by the Board and President that the President's Employment Contract is amended as follows:

**Section One:** The President shall be entitled to the then current "Early Retirement" benefits outlined in the Board's Administrative Benefits Program upon the President's retirement at the expiration of the President's Employment Contract on June 30, 2005.

**Section Two:** If the President's Employment Contract is terminated due to the resignation or retirement of the President prior to June 30, 2005, the President shall not be entitled to the "Early Retirement" benefits outlined in the Board's Administrative Benefits Program.

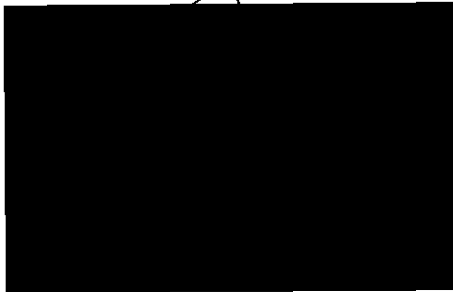
**Section Three:** If the Board terminates the President's Employment Contract prior to June 30, 2005 for any reason other than cause pursuant to Section G.1(f) or absence pursuant to Section G.2, the President shall be entitled to the then current "Early Retirement" benefits outlined in the Board's Administrative Benefits Program at the date of termination of the Contract.

**Section Four:** The President understands and agrees that his entitlement to the "Early Retirement" benefits outlined in the Board's Administrative Benefits Program shall not include in any way a continuation of the benefit provided at Paragraph C. 5. of the President's Employment Contract. The President further understands and agrees that the Board shall cease provision of the benefit provided at Paragraph C. 5. of the President's Employment Contract upon the termination of his employment for any and all reasons.

**Section Five:** For purposes of calculating the "Early Retirement" benefits outlined in the Board's Administrative Benefits Program, the President's base salary shall be the earnings which the College reports to the State of Illinois State Universities Retirement System ("SURS") on behalf of the President at the time of the President's separation from the College. The earnings which the College reports to SURS shall be limited to the following items which the College pays to the President: annual salary payments as set forth in Paragraph B.1 of the President's Employment Contract and as amended by Addendum thereto; an annual contribution to be used at the President's option for the purchase of life insurance, a tax sheltered annuity subject to maximum IRS limitation, tax deferred annuity, the purchase of other benefits qualifying for SURS service credit or any other investment that the President selects as set forth in Paragraph C.8; a life insurance contribution as set forth in Paragraph C.9 of the President's Employment Contract; income tax reimbursements as set forth in Paragraph C.12 of the President's Employment Contract; a long term disability contribution as set forth in Paragraph C.13; and the corresponding SURS contribution for each of the items listed above as set forth in Paragraph C.7.

Dated and returned this 17<sup>th</sup> day of November, 2002.

DR. ROBERT L. BREUDER



BOARD OF TRUSTEES

COMMUNITY COLLEGE DISTRICT NO. 512,  
COUNTIES OF COOK, KANE, LAKE AND  
McHENRY, STATE OF ILLINOIS

By: \_\_\_\_\_

Kris Howard, Chairman

ATTEST:

\_\_\_\_\_  
Laurie Stone, Secretary

PROPOSED RETIREMENT ANALYSIS FOR Dr. R. L. BRUEDER

BENEFIT	Hire 2/16/98	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10
Salary (Note #1)	\$155,000	\$176,373	\$185,192	\$194,914	\$205,440	\$217,150	\$225,836	\$234,869	\$244,264	\$254,034
Salary SURS Gross-up	\$5,054	\$5,751	\$6,039	\$6,356	\$6,699	\$7,081	\$7,364	\$7,659	\$7,965	\$8,284
Investments	\$10,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Investments SURS Gross-up	\$236	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391
Long-Term Disability	\$5,000	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200
Disability SURS Gross-up	\$163	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170
Income Tax Reimbursement	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Tax SURS Gross-up	\$82	\$82	\$82	\$82	\$82	\$82	\$82	\$82	\$82	\$82
Life Insurance (Note #3)	\$1,897	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680
Life Ins SURS Gross-up	\$62	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55
<b>TOTAL COMPENSATION :</b>	<b>\$179,994</b>	<b>\$204,201</b>	<b>\$213,308</b>	<b>\$223,347</b>	<b>\$234,216</b>	<b>\$246,308</b>	<b>\$255,277</b>	<b>\$264,605</b>	<b>\$274,306</b>	<b>\$284,395</b>

(3) ESTIMATED ANNUAL RETIREMENT COST = \$58,554 \$63,819 \$66,151 \$68,576 \$71,099

ESTIMATED FIVE YEAR RETIREMENT COST = \$328,200

NOTES:

#1) Hire column reflects total new hire compensation/earnings reported to SURS, minus \$15,000 housing allowance.

#2) Reflects proposed salary increases of 5.0%, 5.25%, 5.4% and 5.7% through 2006.  
Reflects estimated salary increases of 4.00% for 2007 through 2010.

#3) Life insurance contribution capped at \$500,000.

#4) Annual retirement costs calculated at 25% of benefit costs except for first year (2006) which is calculated on benefits costs for year 2005.

## TENTH ADDENDUM TO PRESIDENT'S EMPLOYMENT CONTRACT

This TENTH ADDENDUM TO THE PRESIDENT'S EMPLOYMENT CONTRACT, entered on this 26th day of August, 2003 between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 512, Counties of Cook, Kane, Lake and McHenry, State of Illinois (William Rainey Harper College), hereinafter referred to as the "Board," and ROBERT L. BREUDER hereinafter referred to as the "President," is agreed to and entered into by the Board and the President on the date hereinafter set forth.

### WITNESSETH:

**WHEREAS**, the Board and the President entered into an Agreement entitled "Employment Contract - Robert L. Breuder" ("President's Employment Contract" or "Contract") on the 8th day of January, 1998 regarding the employment of President Robert L. Breuder by the College from February 16, 1998 through February 15, 2002; and

**WHEREAS**, the Board and the President entered into an "Addendum to the President's Employment Contract" in June, 1998; and

**WHEREAS**, the Board and the President entered into a "Second Addendum to President's Employment Contract" in March, 1999; and

**WHEREAS**, the Board and the President entered into a "Third Addendum to President's Employment Contract" in May, 1999; and

**WHEREAS**, the Board and the President entered into a "Fourth Addendum to President's Employment Contract" in March, 2000; and

**WHEREAS**, the Board and the President entered into a "Fifth Addendum to President's Employment Contract" in July, 2000; and

**WHEREAS**, the Board and the President entered into a "Sixth Addendum to President's Employment Contract" in April, 2001; and

**WHEREAS**, the Board and the President entered into a "Seventh Addendum to President's Employment Contract" on August 22, 2001; and

**WHEREAS**, the Board and the President entered into an "Eighth Addendum to President's Employment Contract" on September 24, 2002; and

**WHEREAS**, the Board and the President entered into an "Ninth Addendum to President's Employment Contract" on November 17, 2003; and

**WHEREAS** the current President's Employment Contract and the Addendums thereto provide that the Contract shall terminate with the President's requested retirement on June 30, 2005; and

**WHEREAS**, the President has fully and faithfully discharged all of his duties and

responsibilities to the Board's satisfaction and is satisfactorily working toward the mission established by the Board when he was hired; and

**WHEREAS** the Board has requested that the President continue to serve as the President for an additional year, through June 30, 2006, to address Board initiatives planned to commence during fiscal year 2005-2006; and

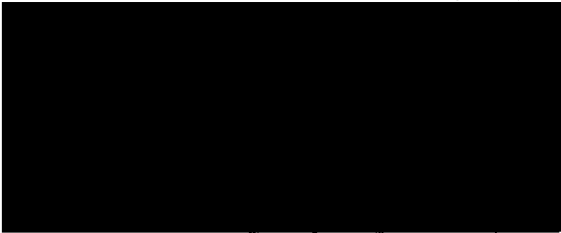
**WHEREAS** the President has agreed to serve an additional year as President and intends to retire effective June 30, 2006.

**NOW THEREFORE**, it is hereby understood and agreed by the Board and the President that the President's Employment Contract is amended as follows:

- 1 The President's Employment Contract shall be extended through June 30, 2006, at which time the President intends to retire, and the President shall be entitled to all previously agreed rights, benefits and compensation as set forth in the President's Employment Contract and all of the Addendums thereto.
- 2 If the President retires in advance of June 30, 2006, the President shall provide notice consistent with his resignation notice obligations set forth at paragraph G.1.c. of the President's Employment Contract and the President shall be entitled to all previously agreed rights, benefits, compensation and the conditions thereon, as set forth in the President's Employment Contract and all of the Addendums thereto.
- 3 The President salary shall be increased by 5.25% of the current amount, from \$185,192 to \$194,915, effective July 1, 2003. The President's salary shall be increased for fiscal years 2005 and 2006 by no less than the same percentage increase given all other administrators employed by the Board who are in good standing.

Dated and returned this 26 day of August, 2003.

DR. ROBERT L. BREUDER



BOARD OF TRUSTEES  
COMMUNITY COLLEGE DISTRICT NO. 512,  
COUNTIES OF COOK, KANE, LAKE AND  
McHENRY, STATE OF ILLINOIS

By:   
Kathleen Howard, Chair

At:   
Laurie Stone, Secretary

## TWELFTH ADDENDUM TO PRESIDENT'S EMPLOYMENT CONTRACT

This TWELFTH ADDENDUM TO THE PRESIDENT'S EMPLOYMENT CONTRACT, entered on this 21<sup>st</sup> day of December, 2004 between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 512, Counties of Cook, Kane, Lake and McHenry, State of Illinois (William Rainey Harper College), hereinafter referred to as the "Board," and ROBERT L. BREUDER, hereinafter referred to as the "President," is agreed to and entered into by the Board and the President on the date hereinafter set forth.

### WITNESSETH:

**WHEREAS**, the Board and the President entered into an Agreement entitled "Employment Contract - Robert L. Breuder" ("President's Employment Contract" or "Contract") on the 8th day of January, 1998 regarding the employment of President Robert L. Breuder by the College from February 16, 1998 through February 15, 2002; and

**WHEREAS**, the Board and the President entered into an "Addendum to the President's Employment Contract" in June, 1998; and

**WHEREAS**, the Board and the President entered into a "Second Addendum to President's Employment Contract" in March, 1999; and

**WHEREAS**, the Board and the President entered into a "Third Addendum to President's Employment Contract" in May, 1999; and

**WHEREAS**, the Board and the President entered into a "Fourth Addendum to President's Employment Contract" in March, 2000; and

**WHEREAS**, the Board and the President entered into a "Fifth Addendum to President's Employment Contract" in July, 2000; and

**WHEREAS**, the Board and the President entered into a "Sixth Addendum to President's Employment Contract" in April, 2001; and

**WHEREAS**, the Board and the President entered into a "Seventh Addendum to President's Employment Contract" on August 22, 2001; and

**WHEREAS**, the Board and the President entered into an "Eighth Addendum to President's Employment Contract" on September 24, 2002; and

**WHEREAS**, the Board and the President entered into a "Ninth Addendum to President's Employment Contract" on November 17, 2002; and

**WHEREAS**, the Board and the President entered into a "Tenth Addendum to President's Employment Contract" on August 26, 2003; and

**WHEREAS**, the Board and the President entered into an "Eleventh Addendum to President's Employment Contract" on May 25, 2004; and

**WHEREAS**, the current President's Employment Contract and the Addendums thereto provide that the Contract shall terminate with the President's requested retirement on June 30, 2006; and



**WHEREAS**, the President has fully and faithfully discharged all of his duties and responsibilities to the Board's satisfaction and is satisfactorily working toward the mission established by the Board when he was hired; and

**WHEREAS**, the Board has requested that the President continue to serve as the President for an additional year, through June 30, 2007, to undertake Board initiatives planned through fiscal year 2006-2007; and

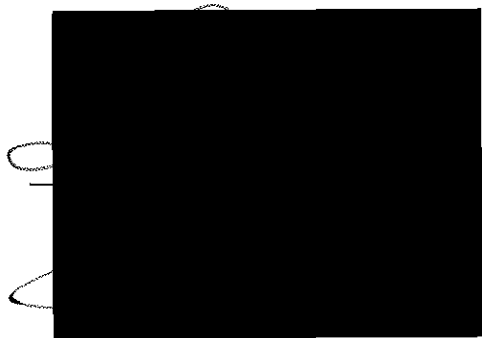
**WHEREAS**, the President has agreed to serve an additional year as President and intends to retire effective June 30, 2007.

**NOW THEREFORE**, it is hereby understood and agreed by the Board and the President that the President's Employment Contract is amended as follows:

- 1 The President's Employment Contract shall be extended through June 30, 2007, at which time the President intends to retire, and the President shall be entitled to all previously agreed rights, benefits and compensation as set forth in the President's Employment Contract and all of the Addendums thereto.
- 2 If the President retires in advance of June 30, 2007, the President shall provide notice consistent with his resignation notice obligations set forth at paragraph G.1.c of the President's Employment Contract and the President shall be entitled to all previously agreed rights, benefits, compensation and the conditions thereon, as set forth in the President's Employment Contract and all of the Addendums thereto.
- 3 The President's salary shall be increased for fiscal year 2007 by no less than the same percentage increase given all other administrators employed by the Board who are in good standing.

Dated and returned this 21<sup>st</sup> day of December, 2004.

DR. ROBERT L. BREUDER



BOARD OF TRUSTEES  
COMMUNITY COLLEGE DISTRICT NO. 512,  
COUNTIES OF COOK, KANE, LAKE AND  
McHENRY, STATE OF ILLINOIS



ATTEST:  
[Redacted]

Richard F. Gillette, Secretary

## **ELEVENTH ADDENDUM TO PRESIDENT'S EMPLOYMENT CONTRACT**

This ELEVENTH ADDENDUM TO THE PRESIDENT'S EMPLOYMENT CONTRACT, entered on this 25<sup>th</sup> day of May, 2004 between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 512, Counties of Cook, Kane, Lake and McHenry, State of Illinois (William Rainey Harper College), hereinafter referred to as the "Board," and ROBERT L. BREUDER hereinafter referred to as the "President," is agreed to and entered into by the Board and the President on the date hereinafter set forth.

### **WITNESSETH:**

**WHEREAS**, the Board and the President entered into an Agreement entitled "Employment Contract - Robert L. Breuder" ("President's Employment Contract" or "Contract") on the 8th day of January, 1998 regarding the employment of President Robert L. Breuder by the College from February 16, 1998 through February 15, 2002; and

**WHEREAS**, the Board and the President entered into an "Addendum to the President's Employment Contract" in June, 1998; and

**WHEREAS**, the Board and the President entered into a "Second Addendum to President's Employment Contract" in March, 1999; and

**WHEREAS**, the Board and the President entered into a "Third Addendum to President's Employment Contract" in May, 1999; and

**WHEREAS**, the Board and the President entered into a "Fourth Addendum to President's Employment Contract" in March, 2000; and

**WHEREAS**, the Board and the President entered into a "Fifth Addendum to President's Employment Contract" in July, 2000; and

**WHEREAS**, the Board and the President entered into a "Sixth Addendum to President's Employment Contract" in April, 2001; and

**WHEREAS**, the Board and the President entered into a "Seventh Addendum to President's Employment Contract" on August 22, 2001; and

**WHEREAS**, the Board and the President entered into an "Eighth Addendum to President's Employment Contract" on September 24, 2002; and

**WHEREAS**, the Board and the President entered into a "Ninth Addendum to President's Employment Contract" on November 17, 2002; and

**WHEREAS**, the Board and the President entered into a "Tenth Addendum to President's Employment Contract" on August 26, 2003; and

**WHEREAS**, the Board and the President entered into a "Tenth Addendum to President's Employment Contract" on August 26, 2003; and

**WHEREAS**, the President has fully and faithfully discharged all of his duties and responsibilities to the Board's satisfaction and is satisfactorily working toward the mission established by the Board when he was hired; and

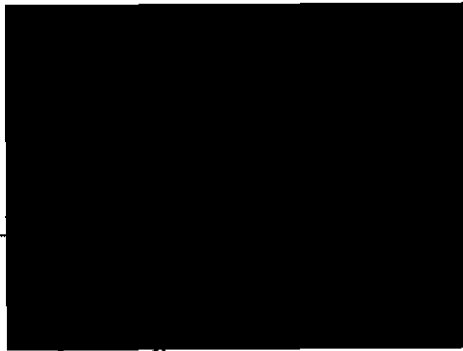
**NOW THEREFORE**, it is hereby understood and agreed by the Board and the President that the President's Employment Contract is amended as follows:

**Section One:** Upon the President's retirement, in accordance with the President's Employment Contract, the President shall be awarded the title "President Emeritus" in recognition of his years of exemplary service.

**Section Two:** Upon the President's retirement, in accordance with the President's Employment Contract, the President shall have the option to purchase the College vehicle provided to the President in accordance with the President's Employment Contract, at the then fair market value reported in the then current *Kelly Blue Book*. The President may use any or all of the cash value of any accrued annual leave, provided under the Administrative Benefits Program and the President's Employment Contract, toward the purchase of said vehicle.

Dated and returned this 25<sup>th</sup> day of May, 2004.

DR. ROBERT L. BREUDER



BOARD OF TRUSTEES  
COMMUNITY COLLEGE DISTRICT NO. 512,  
COUNTIES OF COOK, KANE, LAKE AND  
McHENRY, STATE OF ILLINOIS



Laurie Stone, Chair

ATTEST:



Richard F. Gillette, Secretary

## THIRTEENTH ADDENDUM TO PRESIDENT'S EMPLOYMENT CONTRACT

This THIRTEENTH ADDENDUM TO THE PRESIDENT'S EMPLOYMENT CONTRACT, entered on this 27<sup>th</sup> day of September, 2005 between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 512, Counties of Cook, Kane, Lake and McHenry, State of Illinois (William Rainey Harper College), hereinafter referred to as the "Board," and ROBERT L. BREUDER, hereinafter referred to as the "President," is agreed to and entered into by the Board and the President on the date hereinafter set forth.

### WITNESSETH:

**WHEREAS**, the Board and the President entered into an Agreement entitled "Employment Contract - Robert L. Breuder" ("President's Employment Contract" or "Contract") on the 8th day of January, 1998 regarding the employment of President Robert L. Breuder by the College from February 16, 1998 through February 15, 2002; and

**WHEREAS**, the Board and the President entered into an "Addendum to the President's Employment Contract" in June, 1998; and

**WHEREAS**, the Board and the President entered into a "Second Addendum to President's Employment Contract" in March, 1999; and

**WHEREAS**, the Board and the President entered into a "Third Addendum to President's Employment Contract" in May, 1999; and

**WHEREAS**, the Board and the President entered into a "Fourth Addendum to President's Employment Contract" in March, 2000; and

**WHEREAS**, the Board and the President entered into a "Fifth Addendum to President's Employment Contract" in July, 2000; and

**WHEREAS**, the Board and the President entered into a "Sixth Addendum to President's Employment Contract" in April, 2001; and

**WHEREAS**, the Board and the President entered into a "Seventh Addendum to President's Employment Contract" on August 22, 2001; and

**WHEREAS**, the Board and the President entered into an "Eighth Addendum to President's Employment Contract" on September 24, 2002; and

**WHEREAS**, the Board and the President entered into a "Ninth Addendum to President's Employment Contract" on November 17, 2002; and

**WHEREAS**, the Board and the President entered into a "Tenth Addendum to President's Employment Contract" on August 26, 2003; and

**WHEREAS**, the Board and the President entered into an "Eleventh Addendum to President's Employment Contract" on May 25, 2004; and

**WHEREAS**, the Board and the President entered into a "Twelfth Addendum to President's Employment Contract" on December 21, 2004; and

**WHEREAS**, the current President's Employment Contract and the Addendums thereto provide that the Contract shall terminate with the President's requested retirement on June 30, 2007; and

**WHEREAS**, the President has fully and faithfully discharged all of his duties and responsibilities to the Board's satisfaction and is satisfactorily working toward the mission established by the Board when he was hired; and

**WHEREAS**, the Board has requested that the President continue to serve as the President for an additional two years, through June 30, 2009, to undertake Board initiatives planned during fiscal years 2007-2009; and

**WHEREAS**, the President has agreed to serve two additional years as President and intends to retire effective June 30, 2009.

**NOW THEREFORE**, it is hereby understood and agreed by the Board and the President that the President's Employment Contract is amended as follows:

- 1 The President's Employment Contract shall be extended through June 30, 2009, at which time the President intends to retire, and the President shall be entitled to all previously agreed and/or accrued rights, benefits and compensation as set forth in the President's Employment Contract and all of the Addendums thereto.
- 2 If the President retires in advance of June 30, 2009, the President shall provide notice consistent with his resignation notice obligations set forth at paragraph G.1.c of the President's Employment Contract, and the President shall be entitled to all previously agreed and/or accrued rights, benefits, compensation and the conditions thereon, as set forth in the President's Employment Contract and all of the Addendums thereto.
- 3 The President's salary shall be increased for fiscal years 2008 and 2009 by no less than the same percentage increase given all other administrators employed by the Board who are in good standing.
- 4 The President's annual housing allowance, as set forth in paragraph C.5 of the President's Employment Contract, shall be increased to \$30,000, retroactive to July 1, 2005, and the housing allowance shall be included in calculating "Early Retirement" benefits outlined in the Board's Administrative Benefits Program and the President's Employment Contract, including all Addendums thereto. The President understands and agrees that the Board shall cease provision of the housing allowance upon the termination of his employment for just cause and/or upon the expiration of the President's Employment Contract.
- 5 The President's vested "Early Retirement" benefits, as of June 30, 2005, outlined in the Board's Administrative Benefits Program and the President's Employment Contract, including all Addendums thereto, shall be paid to the President's estate, in the event of the death of the President.
- 6 Upon the President's retirement, in accordance with the President's Employment Contract and all Addendums thereto, the President shall have the option to purchase the College vehicle provided to the President in accordance with the President's Employment Contract, at the then fair market value reported in the then current *Kelly*

*BlueBook*. The President may use any or all of the cash value of any accrued sick leave and/or annual leave, respectively, provided under the Administrative Benefits Program and the President's Employment Contract, including all Addendums thereto, toward the purchase of said vehicle.

- 7 The dollar value of the President's "Early Retirement" benefits shall be as detailed in Exhibit 1, as attached. Exhibit 1 reflects three changes detailed in this, the Thirteenth Addendum:
- a.) The President's Employment Contract is extended through his expected retirement, June 30, 2009.
  - b.) The \$30,000 housing allowance awarded the President is included as a benefit in calculating the President's "Early Retirement" benefits.
  - c.) The multiplier used in calculating the President's "Early Retirement" benefits, as detailed in the Administrative Benefits Program and the President's Employment Contract, including all Addendums thereto, is increased from 25% to 30%.

Dated and signed this 27<sup>th</sup> day of September, 2005.

DR. ROBERT L. BREUDER



BOARD OF TRUSTEES  
COMMUNITY COLLEGE DISTRICT NO. 512,  
COUNTIES OF COOK, KANE, LAKE AND  
McHENRY, STATE OF ILLINOIS

By:   
Laurie Stone, Chair

ATTEST:

  
Richard F. Gillette, Secretary

PROPOSED RETIREMENT ANALYSIS FOR Dr. R. L. BRUEDER  
AS AMENDED FOR 2009 RETIREMENT

<u>BENEFIT</u>	<u>Hire</u> <u>2/16/1998</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
Salary (Notes #1 & #2)	\$155,000	\$217,151	\$225,837	\$234,871	\$244,265	\$254,036	\$264,197	\$274,765	\$285,756	\$297,186
Salary SURS Gross-up	\$5,054	\$7,081	\$7,364	\$7,659	\$7,965	\$8,284	\$8,615	\$8,960	\$9,318	\$9,691
Investments	\$10,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Investments SURS Gross-up	\$236	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391
Long-Term Disability	\$5,000	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200
Disability SURS Gross-up	\$163	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170
Housing Allowance	\$15,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Housing Allow. Gross-up	\$489	\$489	\$489	\$489	\$489	\$489	\$489	\$489	\$489	\$489
Income Tax Reimbursement	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Tax SURS Gross-up	\$82	\$82	\$82	\$82	\$82	\$82	\$82	\$82	\$82	\$82
Life Insurance (Note #3)	\$1,897	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680
Life Ins SURS Gross-up	\$62	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55
<b>TOTAL COMPENSATION :</b>	<b>\$195,483</b>	<b>\$276,798</b>	<b>\$285,767</b>	<b>\$295,095</b>	<b>\$304,797</b>	<b>\$314,886</b>	<b>\$325,379</b>	<b>\$336,291</b>	<b>\$347,640</b>	<b>\$359,443</b>

(4) ESTIMATED ANNUAL RETIREMENT COST = \$91,439 \$97,614 \$100,887 \$104,292 \$107,833

NOTES:

ESTIMATED FIVE YEAR RETIREMENT COST = \$502,065

#1) Hire column reflects total new hire compensation/earnings reported to SURS, including \$30,000 housing allowance.

#2) Reflects proposed salary increases of 5.7% for 2006.  
Reflects estimated salary increases of 4.00% for 2007 through 2014.

#3) Life insurance contribution capped at \$500,000.

#4) Annual retirement costs calculated at 30% of benefit costs except for first year (2010) which is calculated on benefits costs for year 2009.

#5) Revised retirement date of 06/30/2009.

APPROVED:

\_\_\_\_\_  
Laurie Stone, Chair Date

\_\_\_\_\_  
Richard F. Gillette, Vice Chair Date

## FOURTEENTH ADDENDUM TO PRESIDENT'S EMPLOYMENT CONTRACT

This FOURTEENTH ADDENDUM TO THE PRESIDENT'S EMPLOYMENT CONTRACT, entered on this 22<sup>nd</sup> day of November, 2005 between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 512, Counties of Cook, Kane, Lake and McHenry, State of Illinois (William Rainey Harper College), hereinafter referred to as the "Board," and ROBERT L. BREUDER, hereinafter referred to as the "President," is agreed to and entered into by the Board and the President on the date hereinafter set forth.

### WITNESSETH:

**WHEREAS**, the Board and the President entered into an Agreement entitled "Employment Contract - Robert L. Breuder" ("President's Employment Contract" or "Contract") on the 8th day of January, 1998 regarding the employment of President Robert L. Breuder by the College from February 16, 1998 through February 15, 2002; and

**WHEREAS**, the Board and the President entered into an "Addendum to the President's Employment Contract" in June, 1998; and

**WHEREAS**, the Board and the President entered into a "Second Addendum to President's Employment Contract" in March, 1999; and

**WHEREAS**, the Board and the President entered into a "Third Addendum to President's Employment Contract" in May, 1999; and

**WHEREAS**, the Board and the President entered into a "Fourth Addendum to President's Employment Contract" in March, 2000; and

**WHEREAS**, the Board and the President entered into a "Fifth Addendum to President's Employment Contract" in July, 2000; and

**WHEREAS**, the Board and the President entered into a "Sixth Addendum to President's Employment Contract" in April, 2001; and

**WHEREAS**, the Board and the President entered into a "Seventh Addendum to President's Employment Contract" on August 22, 2001; and

**WHEREAS**, the Board and the President entered into an "Eighth Addendum to President's Employment Contract" on September 24, 2002; and

**WHEREAS**, the Board and the President entered into a "Ninth Addendum to President's Employment Contract" on November 17, 2002; and



**WHEREAS**, the Board and the President entered into a "Tenth Addendum to President's Employment Contract" on August 26, 2003; and

**WHEREAS**, the Board and the President entered into an "Eleventh Addendum to President's Employment Contract" on May 25, 2004; and

**WHEREAS**, the Board and the President entered into a "Twelfth Addendum to President's Employment Contract" on December 21, 2004; and

**WHEREAS**, the Board and the President entered into a "Thirteenth Addendum to President's Employment Contract" on September 27, 2005; and

**WHEREAS**, the President has fully and faithfully discharged all of his duties and responsibilities to the Board's satisfaction and is satisfactorily working toward the mission established by the Board; and

**WHEREAS**, the Board had previously agreed, through the "Ninth Addendum to President's Employment Contract", to provide the President with an early retirement benefit to recognize his service to the College, with said early retirement benefit intended to be equivalent to the early retirement benefit provided to certain eligible employees of the College through the Board's "Administrative Benefits Program"; and

**WHEREAS**, State of Illinois legislative changes in 2005 to the State University Retirement System (SURS) may necessitate changes in the Board's Administrative Benefits Program; and

**WHEREAS**, the Board wishes to preserve and ensure that the early retirement benefit previously provided to the President through the "Ninth Addendum to President's Employment Contract", as modified by subsequent Addenda, remain as intended.

**NOW THEREFORE**, it is hereby understood and agreed by the Board and the President that the President's Employment Contract is amended as follows:

1. The President is entitled to receive an early retirement benefit which will be provided to the President in the five (5) year period immediately following the President's retirement (the "benefit period"). The President shall receive in the first year of the benefit period an amount equal to thirty percent (30%) of the base salary of the President's last year of full time service at the College. During each of the remaining four (4) years of the benefit period, the President shall receive an amount equal to thirty percent (30%) of the base salary that the President would have received for full-time service at the College, but for his retirement in accordance with the early retirement benefit.
2. The base salary for purposes of calculating the early retirement benefit payments hereunder shall be composed of the compensation elements set forth in the attached Exhibit 1 and the salary shall be increased for fiscal years 2010 through

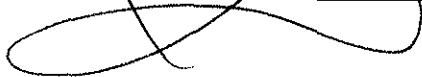
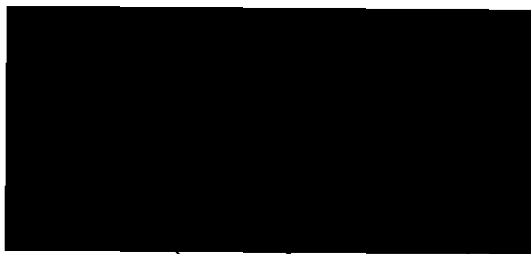
2014 by no less than the same percentage increase given to all other administrators employed by the Board who are in good standing. Exhibit 1 also details the dollar value of the early retirement benefit based on the President's expected date of retirement of June 30, 2009. The early retirement benefit payments described herein shall be made no less often than quarterly.

3. During the benefit period, the Board shall provide the President with group medical, dental, life and accidental death and dismemberment insurance coverage which is available to administrative employees at the College. Should the President choose to be covered through the medical and dental plan offered by Central Management Services or other comparable benefits, the Board shall reimburse the President for premium deductible and co-payment medical expenses up to the premium dollar limits available to administrative employees of the College for the remainder of the benefit period.
4. During the benefit period, the President shall have the right to purchase dependent medical and dental insurance coverage through the College's insurance program at the then prevailing rate for administrative employee dependent coverage. Premium payments shall be paid by the President on a timely basis thereafter, in advance of each coverage period, to the College. Should any dependent of the President become eligible for Medicare during the benefit period, the amount of the premium that the dependent pays to the College shall be reduced by the dependent's Medicare premium.
5. Should the President become eligible for Medicare during the benefit period, the President and the President's dependents shall change medical and dental insurance coverage to the plans offered to community college retirees through Central Management Services or other comparable benefits. The Board shall reimburse the President for premium deductible and co-payment medical expenses up to the premium dollar limits available to administrative employees of the College during the remainder of the benefit period.
6. After the expiration of the benefit period, the Board shall reimburse the President for individual medical coverage for five (5) years for premium, deductible and co-payment medical expenses up to the premium dollar limits available to administrative employees of the College. The President may continue dependent coverage after expiration of the benefit period at 100 percent (100%) of the premium cost for five (5) years or upon the dependent becoming eligible for Medicaid, Medicare or other comparable benefits.
7. During the benefit period, the President shall be considered an employee of the College and shall render appropriate services to the College. Such services shall be described in a plan to be provided by the President to the Board in advance of the effective date of retirement. Such services shall not be deemed inappropriate solely because they are rendered off campus.

8. In the event of the death of the President before the end of the benefit period, the Board will pay to the President's estate, and/or to the President's designated beneficiary, all remaining amounts of the early retirement benefit not yet paid to the President at the time of the death of the President.

Dated and signed this 22<sup>nd</sup> day of November, 2005.

DR. ROBERT L. BREUDER



BOARD OF TRUSTEES  
COMMUNITY COLLEGE DISTRICT NO. 512,  
COUNTIES OF COOK, KANE, LAKE AND  
McHENRY, STATE OF ILLINOIS

By:   
Laurie Stone, Chair

A:   
Richard F. Gillette, Secretary

PROPOSED RETIREMENT ANALYSIS FOR Dr. R. L. BRUEDER  
AS AMENDED FOR 2009 RETIREMENT

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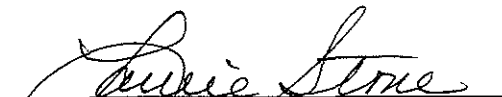
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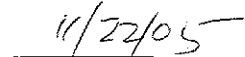
#5) Revised retirement date of 06/30/2009.

APPROVED:

  
Laurie Stone, Chair

  
Date 11/22/05

  
Richard F. Gillette, Vice-Chair

  
Date 11/22/05

SECRETARY