

EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 18th day of November, 2008, by and between the Board of Trustees of College of DuPage, Counties of DuPage, Cook, and Will, State of Illinois (the "Board"), and Robert L. Breuder (the "President").

A. EMPLOYMENT

1. The Board hereby employs the President for a period of three (3) years and six (6) months, commencing January 1, 2009 and ending June 30, 2012.
2. The President hereby accepts such employment and will devote his entire professional time, attention, and energy to the performance of the duties of the Office of the President of the College, and will not during the term of this Agreement engage in any other activity whether or not such activity is for gain, profit, or other advantage. However, subject to prior approval of the Board Chairperson, and provided there is no conflict of interest, the President may serve on external boards of directors or as a consultant to other organizations, with or without pay. The Board agrees that the President may serve in a consultant capacity for another educational institution with or without pay provided that such service does not interfere with or create a conflict with his duties as President of the College.
3. The President waives any right to tenure in the College by virtue of entering into this multi-year Agreement and any conditions thereto.
4. The President will undergo an annual comprehensive physical examination conducted by the President's personal licensed physician, and paid for by the Board. The President will receive a comprehensive written report of such examination, and agrees to provide the Board with a copy of said report upon its request.

B. SALARY AND SURS

1. The President will receive an annual salary in the amount of Two Hundred Forty-Nine Thousand Dollars (\$249,000), payable in bi-weekly installments. Said salary will be prorated for the period from January 1, 2009 to June 30, 2009.
2. The President's salary will be increased, on an annual basis beginning July 1, 2009, to the extent fiscally prudent, based upon satisfactory performance. Such annual increase will, at a minimum, be no less than other cabinet-level 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 will be construed to be an amendment to the salary provision of this Agreement but will not otherwise affect the provisions of this Agreement.

3. In addition to the annual salary stated in B.1 of this Agreement, the Board will make a contribution on behalf of the President to the State Universities Retirement System (SURS) in an amount equal to eight percent (8.0%) in satisfaction of the President's statutory contribution to said Retirement System applicable to the President's total annual creditable earnings (the President's total compensation including the President's annual salary, automobile allowance, professional development stipend, housing allowance, annual investment or expense allotment, and term life insurance). The President does not have any right or claim to said amount contributed by the Board on the President's behalf except as it may become available at the time of retirement or resignation from SURS. Both parties acknowledge that the President does not have the option of choosing to receive the contributed amount directly, instead of having such contribution paid by the Board to SURS, and that such contribution is made as a condition of employment to secure the President's future services, knowledge, and experience.
4. The termination date of this Agreement may be extended by mutual agreement with or without a modification of this salary provision.

C. BENEFITS

1. The Board will provide the President with an automobile allowance of Seven Hundred Dollars (\$700) per month for the use of his personally owned or leased automobile for in-district business travel associated with his duties as President, inclusive of all necessary expenses (i.e., insurance, maintenance, gas, and mileage). Said allowance will be payable in bi-weekly installments.
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 will 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. Additionally, the Board will provide the President with a professional development stipend in the amount of Seven Hundred Dollars (\$700) per month, payable in bi-weekly installments.
4. For the period from January 1, 2009 through June 30, 2009, the President will receive a paid vacation of fifteen (15) working days and three (3) personal days. Commencing on July 1, 2009, the President will receive a paid vacation of twenty-five (25) working days and five (5) personal days during each year

of the term of this Agreement.

5. The Board will provide the President with a housing allowance of One Thousand Five Hundred Dollars (\$1,500) per month, payable in bi-weekly installments.
6. The Board will pay to the President a monthly sum of Two Thousand and Seventy-Five Dollars (\$2,075) 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 or expense that the President selects. Said amount will be payable in bi-weekly installments.
7. The Board will provide the President with a term life insurance policy in the amount of Five Hundred Thousand Dollars (\$500,000), provided the President qualifies for such coverage and passes any required medical examination.
8. The Board will reimburse the President for reasonable moving expenses incurred in securing a residence within the geographical boundaries of Community College District 502, upon the submission of invoices.
9. The President will also be allowed any privileges, leaves, sick leave, and fringe benefits not specifically enumerated herein which are commonly extended to all other cabinet-level administrative personnel.

D. POWERS AND DUTIES

1. The President is the Chief Executive Officer of the College. He will 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 consistent with Board policy while exercising his reasonable discretion. He will 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. The President will also 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 will exercise all necessary powers and authority incidental thereto.

E. EVALUATION

1. Prior to July 1 of each year of this Agreement, commencing July 1, 2009, the President will present written objectives for the following twelve (12) month

period for review and approval by the Board.

2. By May 1 of each subsequent year of this Agreement, commencing May 1, 2010, the President will provide the Board with a written, detailed status report of the current year's objectives.
3. Consistent with Board policy, the Board will assess the President's performance on or before June 30 of each year of this Agreement, commencing June 30, 2010. In making an assessment of the President's performance, the Board will consider the following: the President's Job Description; the President's written objectives for the then-current Agreement year; the outcomes resulting from the President's written objectives for the then-current Agreement term; and any other reasonable procedure or criteria as determined by the Board. The Board's assessment will be through a general discussion between the President and a Committee designated by the Chairperson of Board. Additionally, a copy of the Board's written evaluation will be provided to the President.

F. REAPPOINTMENT

On or before April 1, 2010, and April 1 of each year thereafter, the term of this Agreement will be automatically extended for an additional one (1) year period unless either party provides to the other, prior to the 15th day of March of such Agreement year, written notice of his or its intention to terminate this Agreement at the end of the then-current Agreement term which expires no earlier than June 30, 2012 but may be extended as provided in this Agreement. The President will notify in writing the Chairperson of the Board by February 1 of each such year that failure of the Board to give the President notice of intent not to extend the Agreement will extend this Agreement one (1) additional year. The failure of the President to give the written reminder notice to the Chairperson of the Board waives the obligation of the Board hereunder to give its written notice of intent by March 15. The Board's notice need not be acted upon publicly, but authorization to give such notice will be recorded in the closed session minutes of the Board.

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 will nevertheless remain an employee of the College and will be eligible for the rights and benefits provided to other cabinet-level administrators;

- (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 forty-five (45) 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.
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 sixty (60) calendar days. All obligations of the Board hereunder will 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 (5) of the seven (7) 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 has the right to appear before all seven (7) members of the Board, at a meeting conducted in executive session, to discuss the breach asserted by the Board and its cure. Where the Board is terminating for cause under G.1(f)(i), and if the breach is not cured prior to the expiration of the cure period provided herein,

such termination will be effective upon the expiration of such 45 day cure period and the Board's reaffirmation of the President's dismissal for Cause by an affirmative vote of at least five (5) of its seven (7) 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 (including the cash equivalent of the SURS contribution described above if SURS does not allow the College to make a SURS contribution) and all benefits that he would have received had this Agreement not been terminated prior to the expiration of the term of this Agreement which expires no earlier than June 30, 2012 but may be extended as provided in 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

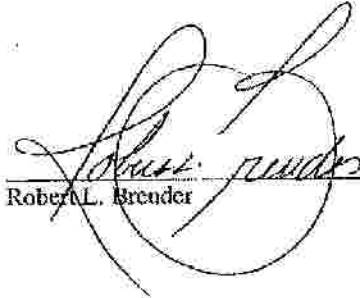
Any notice required to be given under this Agreement will be deemed sufficient if it is in writing and sent by mail to the President at his residence or to the Chairperson of the Board.

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.

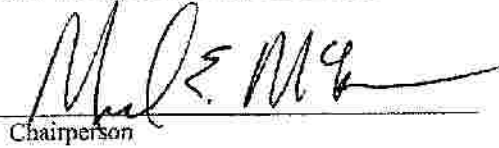
IN WITNESS WHEREOF, the parties have executed this Agreement as of the 18th
day of November, 2008.

PRESIDENT



Robert L. Brender

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



Chairperson

ATTEST:



Secretary