

EMPLOYMENT CONTRACT

THIS AGREEMENT made this 15th day of June, 2006, between the Board of Trustees of Community College District No. 502, Counties of DuPage, Cook and Will, State of Illinois, hereinafter referred to as the "Board" and **Dr. Sunil Chand**, hereinafter referred to as the "President".

A. EMPLOYMENT (Certification, Extent of Service, Waiver of Tenure, Physical Examination)

1. The Board employs the President for a period of four (4) years commencing July 1, 2005 and ending June 30, 2009, at an annual salary of One Hundred Ninety-Three Thousand Eight Hundred Dollars (\$193,800) in the 2005-2006 school year and an annual salary of \$197,676 in the 2006-2007 school year, payable in bi-weekly installments.
2. The President shall devote his entire time, attention and energy to the business of the College and related professional activities and shall 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, with the prior approval of the Board, and provided there is no conflict of interest, the President may serve on external boards of directors, with or without pay.
3. The President waives any right to tenure in the College by virtue of entering into this multi-year contract and any conditions thereto.
4. The President shall have a comprehensive physical examination conducted annually by a physician licensed to practice medicine in all of its branches, mutually agreed upon by the parties, paid for by the Board, and the Board shall receive a comprehensive written report of such examination and approve same as indicating the President's fitness to perform the duties hereunder prior to this contract being effective.

B. SALARY AND SURS

1. The annual salary of the President may be adjusted during the term of this contract by agreement of the parties, but in no event shall such adjustment decrease the salary and/or fringe benefits set forth herein. Such salary adjustment shall be construed to be an amendment to the salary provision of this contract but shall not otherwise affect the provisions of this contract.
2. In addition to the annual salary stated in paragraph A.1 of this Agreement, the Board shall make a contribution on behalf of the President to the State

University 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 annual salary. In addition, the Board shall pay on behalf of the President one half of one percent (.05%) toward the required contribution to SURS for Retirees' Health Insurance. The President does not have any right or claim to said amounts contributed by the Board on the President's behalf except as they 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 amounts directly, instead of having such contributions paid by the Board to SURS, and that such contributions are made as a condition of employment to secure the President's future services, knowledge, and experience.

3. Unless the Board provides written notice to the President of its desire not to extend this Contract by April 1, 2007, this contract shall automatically be extended for one additional year. The President shall notify the Chairperson of the Board by February 1 of such years that failure of the Board to give the President notice of intent not to extend the contract shall extend this contract for one additional year. The failure of the President to give the required reminder notice to the Board waives the obligation of the Board hereunder to give its notice of intent by April 1. Such notice need not be acted upon publicly, but authorization to give such notice shall be recorded in the closed session minutes of the Board.
4. The termination date of this contract may be extended by mutual agreement with or without a modification of this salary provision.

C. ADDITIONAL BENEFITS (Life Insurance, Professional Dues, Travel Allowance and Mileage, Vacation, Housing Allowance)

1. The President shall receive an allowance of Six Hundred Dollars (\$600) per month for necessary expenses incurred for the use of his personally owned or leased automobile for in-district business travel associated with his duties as President. The Board shall reimburse the President at the maximum IRS allowable mileage rate for out-of-district business travel.
2. The President may attend educational conferences, conventions, courses, seminars and other similar professional growth activities, and the reasonable expenses in connection therewith shall be reimbursed by the Board provided the same do not interfere with his College responsibilities.

3. The President shall receive a paid vacation in accordance with Board Policy #4635 on administrative vacation.
4. The President shall be allowed such other privileges, leaves, sick leave and fringe benefits not specifically enumerated as are commonly extended to all other administrative personnel.
5. The President shall be provided a term life insurance policy in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) provided the President qualified for such coverage and passes any required medical examination.
6. The Board shall provide the President with an annual housing allowance of \$10,000.
7. The Board on the 12th day of August, 2004 agreed to pick up and pay Ten Thousand Dollars (\$10,000) between July 1, 2005 and August 1, 2005, toward the purchase of past Illinois Service Credit in the State University Retirement System (SURS) on behalf of the President, but was unable to accomplish such objective because SURS could not provide the information necessary to make such payment in the time period provided. The Board hereby reaffirms this prior commitment and agrees to make such payment forthwith. The Board further agrees to pick up and pay Twelve Thousand Dollars (\$12,000) toward the purchase of past Illinois Service Credit in SURS on behalf of the President for the 2004-2005 contract year and Twelve Thousand Three Hundred Twelve Dollars (\$12,312) toward the purchase of past Illinois Service Credit in SURS on behalf of the President for the 2005-2006 contract year. In the 2006-2007 school year, the Board agrees to reimburse the President an amount equal to Twelve Thousand Three Hundred Twelve Dollars (\$12,312), increased by the cost of living as set forth on the Consumer Price Index for the Chicago Consolidated Metropolitan Area for the period July 1, 2005 to July 1, 2006, toward the purchase of past Illinois Service Credit in SURS on behalf of the President.
8. From the annual salary stated in Paragraph A.1 of this contract, the President may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible state deferred compensation plan as described in Section 457 of the Internal Revenue Code if adopted by the Board, or (2) authorize a salary reduction in order that the Board may purchase an annuity policy for the President as described in Section 403(b) of the Internal Revenue Code, provided that any amounts deferred under a Section 457 eligible deferred compensation plan will serve to

reduce the maximum amount which can be tax sheltered through a Section 403(b) annuity.

9. To the extent permitted by law and in addition to the provisions of Sub-paragraph 8 hereof, the Board shall pay to a 403(b) tax sheltered annuity system designated by the President the sum of Seven Thousand Eight Hundred Dollars (\$7800) to be used for his retirement program. In the event the President desires to receive all or a portion of such amount as salary, he shall advise the Board in writing of such desire and the amount so designated on or before December 31 of the preceding calendar year.
10. The President shall be entitled to six (6) consulting days each fiscal year to be used for personal consulting engagements which may be compensated by the external agency. The use of such days shall require prior approval of the Board. Unused days will not accumulate from year to year.

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 of the Board. He shall direct and assign, place and transfer all employees, he shall reorganize and administer the affairs of the College as best serves the College consistent with the Board policy. He shall from time-to-time suggest regulations, rules and procedures deemed necessary for the well ordering of the College; and in general, perform all duties incident to the Office of the President of the College and such other duties as may be prescribed by the Board from time-to-time.
2. In the exercise of his duties and responsibilities, he shall exercise all necessary powers and authority incidental thereto.

E. REAPPOINTMENT

This contract shall be extended for one (1) additional year unless the Board gives the President notice of intent not to extend this contract for one (1) additional year by April 1 of the final year of the contract. The President shall notify the Chairperson of the Board by February 1 of such year that failure of the Board to give the President notice of intent not to extend the contract shall extend this contract for one (1) additional year. The failure of the President to give the required reminder notice to the Board waives the obligation of the Board hereunder to give its notice of intent by April 1.

F. EVALUATION

The Board and the President agree that annually on or before April 1 of each academic year they shall meet and mutually discuss and evaluate their working relationship, rapport and understanding. During such meeting the parties will discuss the President's salary and discuss any increase therein. As a part of such discussion the President's performance also shall be appraised by the Board and a written evaluation of that performance given to the President. The Board and the President shall mutually establish performance goals for the next academic year on or before June 1 of each year of the contract.

G. TERMINATION

1. This employment contract may be terminated by:
 - a. Mutual agreement of the parties.
 - b. Retirement.
 - c. Resignation, provided, however, the President gives the Board at least six (6) months written notice of the proposed resignation.
 - d. Mental or physical incapacity which makes the performance of duties impossible as certified by a physician after exhaustion of all sick leave benefits.
 - e. Discharge for cause. Discharge for cause shall be for any conduct, act, or failure to act by the President which is detrimental to the best interests of the College. Reasons for discharge for cause shall be given in writing to the President, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the President chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in closed session. A majority vote of the total Board shall be required to dismiss for cause.
 - f. Death.
2. The Board may terminate this agreement at any time after the President has been absent from his employment for whatever cause, for a continuous period of four (4) months by written notice to him. All obligations of the Board shall cease upon such termination.

3. If the Board deems the President disabled, the Board reserves the right to require the President to submit to a medical examination, either physical or mental. Such examination shall be performed by a physician licensed to practice medicine in all its branches, selected by the Board at Board expense.

H. 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 residence of the President or Chairperson of the Board.

I. MODIFICATIONS AND AMENDMENTS

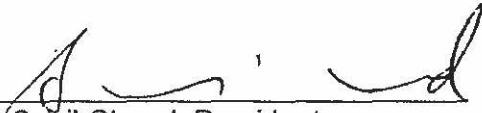
No modification or amendment of this Agreement shall be valid or binding on the parties unless it is in writing and executed by the Board and the President.

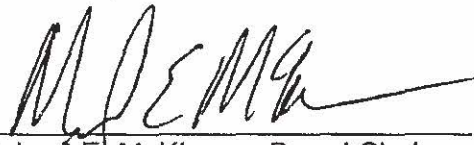
J. MISCELLANEOUS

1. This Agreement has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
2. Paragraph headings and numbers have been inserted for convenience of reference only. In the event of any conflict between any such headings or numbers and the text of this Agreement, the text shall control.
3. This Agreement may be executed in one or more counterparts each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
4. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written, concerning such subject matter.
5. If a court having jurisdiction issues a final decision declaring any provision of this Agreement to be unlawful or unenforceable, all other provisions of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF the parties have executed this agreement this 15th day of June, 2006.

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


Dr. Sunil Chand, President


Micheal E. McKinnon, Board Chairman

Attest:


Karen V. Neely, Board Secretary