

EMPLOYMENT CONTRACT

THIS AGREEMENT made this 10th day of April, 2002, 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 **Michael T. Murphy**, hereinafter referred to as "Murphy.

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

1. The Board employs Murphy for a period commencing **July 1, 2002 through June 30, 2004**, at an annual salary of One Hundred Eighty-Eight Thousand Eight Hundred Seventy Dollars (\$188,870.00) in bi-weekly installments. Murphy **shall serve as President of the College during the 2002-2003 school year and as Senior Director of Special Projects in the 2003-2004 school year.**
2. Murphy 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. With the permission of the Board, he may serve as a consultant to other districts or educational agencies.
3. Murphy waives any right to tenure in the College by virtue of entering into this multi-year contract.
4. Murphy shall annually have a comprehensive physical examination 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 good health of Murphy.

B. **SALARY**

1. The annual salary of Murphy 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. The termination date of this contract shall be June 30, 2004 and shall not be extended.

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

1. The Board will provide Murphy with an automobile expense allowance in the amount of Six Hundred Dollars (\$600.00) per month.
2. Murphy may attend educational conferences, conventions, courses, seminars and other similar professional growth activities, and expenses in connection therewith shall be reimbursed by the Board provided the same do not interfere with his College responsibilities.
3. Murphy shall receive a paid vacation in accordance with Board Policy #4635 on administrative vacation.
4. Murphy 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. As a part of the benefits provided in paragraph 4 hereof, Murphy shall be provided a \$50,000 term life insurance policy. In addition, the Board shall provide a term life insurance policy in the amount of \$230,000 from a company selected by the Board provided Murphy qualifies for such coverage and passes any required medical examination.
6. Murphy shall receive an earned compensation package equivalent to Window I of the faculty Agreement as applicable to administrators.
7. Murphy shall receive performance-based compensation in each of the school years and amounts as follows:

2001-2002	\$14,375.00
2002-2003	\$32,635.50
2003-2004	\$32,635.50
8. The Board shall provide Murphy with an annual housing allowance of \$10,000.

9. The Board shall pay the eight percent SURS retirement benefit.

D. **POWERS AND DUTIES**

1. During the 2002-2003 school year Murphy 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. During the 2003-2004 school year Murphy shall be Senior Director of Special Projects and shall represent the President in fund raising, governmental relations, and such other duties as may be prescribed by the President from time-to-time.
3. In the exercise of his duties and responsibilities, he shall exercise all necessary powers and authority incidental thereto.

E. **TERMINATION**

1. This employment contract may be terminated by:
 - a. Mutual agreement of the parties
 - b. Retirement
 - c. Resignation, provided, however, Murphy 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 just cause. Upon majority of the total Board voting to dismiss for cause, Murphy shall be entitled to appear before the Board to discuss the notice of his dismissal. Such meeting shall be conducted in executive session.

f. Death

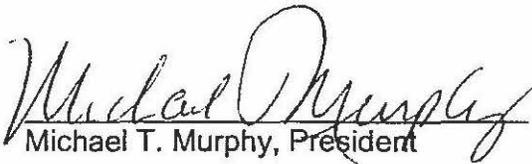
2. The Board may terminate this agreement at any time after Murphy has been absent from his employment for whatever cause, for a continuous period of four (4) months by written notice to him. All obligations of the Board shall cease upon such termination.
3. If the Board deems Murphy disabled, the Board reserves the right to require Murphy 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.

G. NOTICE

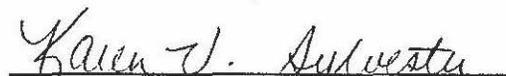
Any notice required to be given under this agreement shall be deemed sufficient if it is in writing and sent by mail to the residence of Murphy or Chairman of the Board.

IN WITNESS WHEREOF the parties have executed this agreement consisting of five pages this 10th day of April, 2002.

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


Michael T. Murphy, President


A. Carol Payette, Chairman


Karen V. Sylvester, Secretary