

**IN THE CIRCUIT COURT FOR THE EIGHTEENTH JUDICIAL CIRCUIT  
COUNTY OF DUPAGE, ILLINOIS**

FOR THE GOOD OF ILLINOIS, INC., )  
EDGAR COUNTY WATCHDOGS, INC., )  
ADAM ANDRZEJEWSKI, )  
KIRK ALLEN, and JOHN KRAFT, )

Plaintiffs, )

v. )

THE BOARD OF TRUSTEES OF )  
COMMUNITY COLLEGE DISTRICT )  
NO. 502, COLLEGE OF DUPAGE, )

Defendant. )

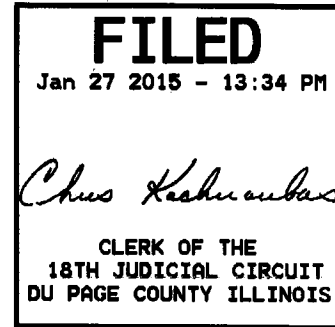
**2015CH000154**

Status Date: 05/26/15

Assigned To: 2007

Case No.

Hon.



**VERIFIED COMPLAINT  
FOR INJUNCTIVE AND DECLARATORY RELIEF**

Plaintiffs For the Good of Illinois, Inc., Edgar County Watchdogs, Inc., Adam Andrzejewski, Kirk Allen, and John Kraft (collectively "Plaintiffs") state as follows for their Complaint against The Board of Trustees of Community College District No. 502, College of DuPage (the "Board"):

**INTRODUCTION**

1. On January 22, 2015, the Board approved a controversial (and lucrative) severance package for the College's current president, Dr. Robert Breuder. The Board took that action without providing the required notice to the public, and without any meaningful opportunity for the public to participate in the meeting.

2. The Board did not release a copy of the proposed addendum to Dr. Breuder's contract before the meeting. The Board did not reveal the substance of the contract on its agenda. The Board refused to disclose the contract addendum's substance to the members of the

public at the January 22, 2015 meeting, contract's substance. In short, the Board, did everything possible to keep Dr. Breuder's contract addendum a secret until *after* the meeting on January 22, 2015.

3. The Board's actions were a slap in the face to the principles of open government and transparency that are embodied in the Open Meetings Act.

4. This is an action for injunctive and declaratory relief arising from violations of the Open Meetings Act associated with the January 22, 2015 meeting of the Board to enjoin any action under that measure, to enjoin any further violations of the Open Meetings Act, and to declare the Board's approval of Dr. Breuder's contract addendum to be void *ab initio*.

#### **PARTIES**

5. Plaintiffs are all residents of Illinois.

6. Defendant is a public body as defined under the Illinois Open Meetings Act, 735 ILCS §5/2-1.02 with its principal place in the County of DuPage.

#### **JURISDICTION AND VENUE**

7. This Court has jurisdiction and venue over this matter pursuant to 735 ILCS §5/2-101, 735 ILCS §5/2-209(b) and (c) and 735 ILCS §5/2-701 because the Defendant is a resident of DuPage County, and the actions at issue occurred in DuPage County.

8. This Court has jurisdiction to grant injunctive and declaratory relief pursuant to the Open Meetings Act, 5 ILCS § 120/1 *et seq.* and 735 ILCS §5/2-701 because an actual controversy exists between the parties, and a declaration of the parties' rights will fully resolve that controversy.

9. Plaintiffs have standing to bring this action pursuant to 5 ILCS § 120/3(a).

## FACTUAL BACKGROUND

10. Over the past few months, the Board has held its regular meetings in a small board room at the College of DuPage with the limited capacity of approximately 30 people. The Board has done that despite requests from the public that the meetings be held in a larger room to accommodate the crowds that often attend the Board's meetings. Overflow crowds are typically forced to watch the meeting in remote rooms via live broadcast.

11. The Board conducted a regularly scheduled meeting on Thursday, January 22, 2015 (the "Meeting") at 7:00 p.m.

12. Pursuant to 5 ILCS § 120/2.02(a), a public body must post an agenda for such a meeting at least 48 hours in advance of such meeting. Because the College of DuPage maintains a website, notices and agendas must be posted on its website.

13. The agenda for the Meeting contained Item 9(b)(4), which read "Approval of the Fourth Addendum to College President Robert L. Breuder's Employment Contract." The agenda did not describe the substance of any proposed changes to Dr. Breuder's contract. Nor did it specify what the subject of any amendment(s) might be. Indeed, as far as the public knew, the proposed addendum may have been to fix a typo or address a minor benefits issue.

14. The College of DuPage posted a copy of the materials relating to the meeting on its website. Those materials included the various resolutions and ordinances that would be discussed at the Meeting. However, those materials did *not* include the proposed addendum to Dr. Breuder's contract. Upon information and belief, that addendum was purposefully omitted from the publicly-available materials for the meeting to avoid public scrutiny of the addendum.

15. A true and accurate copy of the Meeting Agenda and Agenda Packet is attached hereto as Exhibit A.

16. 5 ILCS § 120/2 provides that “[a]ll meetings of public bodies shall be open to the public unless excepted in subsection (c) and closed in accordance with Section 2a.”

17. Attendance at prior meetings has consistently been greater than the room capacity of the room where the public meetings are held.

18. In advance of the January 22, 2015 meeting, plaintiff Kirk Allen asked the College of DuPage to move the location of the January 22, 2015 meeting to larger room, of which there are many at the College of DuPage campus.

19. The College of DuPage refused.

20. During the January 22, 2015 meeting, the Board took up consideration of Item 9(b)(4). The Board, however, did not provide any of the members of the public then present in the room with a copy of the proposed contract addendum.

21. One member of the public stated during the public comment session that he had requested a copy of the addendum from the Board prior to the meeting, but the Board did not provide one.

22. During the brief discussion of Item 9(b)(4), one of the Trustees suggested that the Board chairman read the contract into the record, or otherwise apprise the members of the public of what was actually in the contract addendum. Board Chairman Erin Birt rejected that suggestion and refused to have the contract read.

23. During the brief discussion on Item 9(b)(4), the Board members did not actually discuss the substance of the proposed contract addendum. Instead, their comments were largely directed to Dr. Breuder’s retirement.

24. At no time during the discussion did any member of the Board (or any agent of the College) advise the public of the substance of what they were considering. A video of this

meeting can be seen at The College of DuPage website, located at [http://www.cod.edu/multimedia\\_services/botmedia.aspx](http://www.cod.edu/multimedia_services/botmedia.aspx). The Board's discussion of Item 9(b)(4) begins at 50:28.

25. As a consequence, members of the public could not offer meaningful comment on the matter, because the Board had not disclosed what was being considered.

26. One of the Trustees, Kathy Hamilton, voiced her disapproval of the fact that the Board did not provide a copy of the contract addendum to the public.

27. After approximately 10 minutes of discussion – none of which shed any light on the substance of the addendum, the Board adopted the addendum by a vote of 6-1. A copy of the contract addendum is attached hereto as Exhibit B.

28. After the meeting—for the very first time—a College employee handed out copies of the then-already enacted contract addendum to members of the press and the public.

29. Since that time, the public has learned that the Board approved one of the most lucrative severance packages for a public employee in the history of Illinois. Included were the following:

- a. A lump sum payout of \$762,867.77;
- b. The College of DuPage, contractually obligating itself to name the Homeland Security Education Center in Breuder's honor;
- c. Grant Breuder "Emeritus" status upon his retirement; and
- d. A retirement benefit package.

30. The Board's actions violated the letter and the spirit of the Open Meetings Act.

31. The Board's secretive conduct strongly suggests that the Board intended to vote on the measure without any input whatsoever from the public.

**COUNT I: OPEN MEETINGS ACT VIOLATIONS**

32. Plaintiffs restate and reallege Paragraphs 1-31 as though fully restated and realleged as this Paragraph 32 herein.

33. In the wake of the Board's January 22, 2015 action, the approval of Dr. Breuder's contract addendum has garnered significant media attention. See *College of DuPage: 'Taxpayers do not count. Insiders do.'*, Chicago Tribune, January 24, 2015, available at <http://www.chicagotribune.com/news/opinion/editorials/ct-college-dupage-breuder-exit-edit-0126-20150123-story.html>; *Former COD trustee: Breuder was offered \$2 million buyout in 2009*, Daily Herald, January 25, 2015, available at <http://www.dailyherald.com/article/20150123/news/150129322/>; Evan Shields, *College of DuPage President Breuder to retire in 2016, receive \$760,000*, mySuburbanLife.com, January 23, 2015, available at <http://m.mysuburbanlife.com/2015/01/23/college-of-dupage-president-breuder-to-retire-in-2016-receive-760-000/ayzhlq4/>.

34. Defendant violated the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) in one or more of the following ways:

- a. By failing to post an agenda that adequately identified the subject matter of Item No. 9(b)(4) in the agenda for the January 22, 2015 meeting (5 ILCS 120/2.02(c));
- b. By holding the board meeting in an inconvenient location (5 ILCS 120/2.01); and
- c. By refusing to advise the public of what was up for discussion, thus preventing them from participating (5 ILCS 120/1, 2(e) and 2.06(g)).

35. Plaintiffs seek a declaration that Defendant has violated the Open Meetings Act by one or more of the actions and omissions enumerated in Paragraph 34, as well as a declaration that the action to approve the contract addendum is null and void.

36. A declaration of rights in this case will terminate the controversy as it relates to the validity of that addendum.

37. In addition, Plaintiffs seek injunctive relief to bar the Board from taking any actions to implement or effectuate the terms of the Addendum until such time as the Court adjudicates this claim.

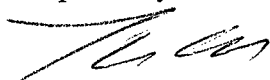
38. Finally, Plaintiffs request temporary, preliminary and permanent injunctive relief to enjoin further violations of the Open Meetings Act, including an order requiring that any future Board meetings to discuss this issue be held in a room large enough to accommodate all members of the public who wish to attend, allowing all the capacity to hear, view and participate in the meetings. Many such rooms are available at the College, including the McAninch Arts Center.

WHEREFORE, Plaintiffs respectfully requests that this Court enter judgment in favor of him and grant the following relief:

- (1) Enter a preliminary injunction barring effectuation or implementation of the contract addendum;
- (2) Declare that Defendant has violated the Open Meetings Act;
- (2) Declare the action approving the contract addendum null and void;
- (3) Enjoin Defendant from future violations of the Open Meetings Act; and
- (4) Award Plaintiff any other such relief as this Court deems just and necessary.

Dated: January 27, 2015

Respectfully submitted,



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Timothy D. Elliott  
Charles L. Philbrick  
Jordan R. Franklin  
RATHJE & WOODWARD, LLC  
300 E. Roosevelt Rd., Suite 300

Wheaton, IL 60189  
630-668-8500  
Attorneys for Plaintiffs

**VERIFICATION BY CERTIFICATION**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the states set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

BY: Adam Andrzejewski  
Adam Andrzejewski