

REVISED EMPLOYMENT AGREEMENT

This Revised Employment Agreement ("Revised Employment Agreement"), by and between The Board of Trustees of the University of Illinois ("Board" or "University") and Dr. Michael J. Hogan ("Hogan"), is being executed for the purpose of specifying the terms and conditions of Hogan's continued employment with the University.

WHEREAS, the parties executed an Employment Agreement on June 22, 2010 ("Initial Employment Agreement"), pursuant to which Hogan agreed to serve as President of the University through June 30, 2015;

WHEREAS, pursuant to Section 15 of the Initial Employment Agreement, Hogan possesses the right to return to the faculty as Professor of History, with tenure;

WHEREAS, during the past several months, the University has been dealing with various matters, which have distracted personnel and resources from the University's core missions;

WHEREAS, Hogan has advised the Board of his intention to resign as President effective July 1, 2012 in order to enable the Board to select University leadership; and

WHEREAS, the parties wish to allow for an orderly transition in leadership in the office of the President and to confirm the terms and conditions of Hogan's continued employment by the University;

NOW, THEREFORE, for consideration of mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree:

1. Hogan hereby resigns as President effective the close of business on July 1, 2012. He will then be entitled to a one-year sabbatical at the faculty salary as set forth in Section 15 of the Initial Employment Agreement, which has been determined to be \$285,100. Hogan will receive the average of any faculty salary program implemented in fall 2012. Hogan thereafter will be eligible for annual salary increases.
2. Beginning on July 1, 2013, Hogan will return to the University faculty as Distinguished Professor of History, on indefinite tenure, at a campus of his choosing. Hogan's benefits and research and clerical support will be as described in Section 15 of the Initial Employment Agreement. As provided therein, Hogan will devote his full time to research and scholarship in his field or related fields, and his teaching obligations will be appropriate to a full professor actively engaged in research and professional service. He also will be available as requested to assist with fundraising and alumni relations. Finally, Hogan will be entitled to reasonable, documented moving expenses.
3. Hogan's resignation as President in no way constitutes an admission that any basis exists for the Board of Trustees to terminate Hogan as President for any reason with or without cause.

4. Hogan acknowledges that no amount is payable to Hogan under the severance package or deferred compensation provisions of the Initial Employment Agreement upon his resignation effective July 1, 2012. In other words, Hogan agrees to forfeit any claim for the payment of one year's salary in the amount of \$651,000 as a severance payment under Section 16(f), and he forfeits any claim to deferred compensation in the amount of \$157,500 that he would have been entitled to receive under Section 13 and Appendix A had he remained as President through July 1, 2015. Hogan and University agree that University will pay Hogan, in full settlement and release of any claim he may have to severance or deferred compensation, upon execution by Hogan of a release agreement provided by University, (i) on July 12, 2012, the amount necessary to satisfy Hogan's current federal and state withholding requirement with respect to the gross payment described in clause (ii); and (ii) on July 1, 2015, the amount of \$67,500 less the amount described in clause (i). Hogan shall provide University with satisfactory proof of the withholding amount described in clause (i). Hogan also is releasing any claims related to employment as President beyond July 1, 2012.

5. When executed by both parties, this Revised Employment Agreement will constitute a binding agreement amending the Initial Employment Agreement to the extent the provisions hereof differ from the provisions of the Initial Employment Agreement, subject only to its subsequent approval by the Executive Committee and / or Board of Trustees. Except as so modified, the provisions of the Initial Employment Agreement shall remain in full force and effect, except that the provisions of Sections 8 - 13 shall cease to apply following Hogan's resignation as President effective July 1, 2012.

This Revised Employment Agreement, which may be executed in counterparts delivered via facsimile, pdf or other electronic means (which taken together shall constitute a single agreement), is made as of this 22nd day of March, 2012.

For The Board of Trustees
of the University of Illinois



Comptroller

Michael J. Hogan

