

EMPLOYMENT CONTRACT BETWEEN DR. KIRK OVERSTREET

AND

THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 530

Agreement made between Board of Trustees of Community College District No. 530, counties of Williamson, Jackson, Franklin, Randolph and Perry and State of Illinois, hereinafter called "Board/College", and Kirk Overstreet, professional employee and President of John A. Logan College, hereinafter referred to as "President".

WHEREAS, the Board of Trustees and the President believe that a written employment contract is necessary and appropriate to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative obligations to the College; and

WHEREAS, the Board of Trustees and the President have entered into an existing and executory employment contract employing the President in the position of College President and with the agreed upon duties of the President of the College upon terms agreed upon by the parties and which employment contract terminates, if not extended, on December 31, 2023; and

WHEREAS, the Board of Trustees and the President have mutually determined that to enhance the administrative stability and continuity within the College, it is desirable for the College to employ Dr. Kirk Overstreet as John A. Logan College President with the agreed upon duties of the President of the College upon terms hereafter set forth through December 31, 2023.

NOW THEREFORE, the Board of Trustees of John A. Logan Community College, and Dr. Kirk Overstreet, for the consideration herein specified, agree as follows:

I. APPOINTMENT AS PRESIDENT

A. The Board of Trustees appoints and employs Kirk Overstreet to be the President of John A. Logan Community College, to serve as the Chief Executive Officer of the College under the policies, supervision and direction of the Board of Trustees. Dr. Kirk Overstreet accepts and agrees to such employment.

B. The President shall perform all duties required by law, Board Policies and Board Directives, as well as by custom and practice to be performed by a College President, including, but not limited to:

1. College, faculty and educational leadership;
2. Fundraising, development, public and alumni relations;
3. Long-range planning, budget formulation, supervision of College buildings, grounds and equipment controlled by the College;
4. Administration of the affairs of the College as best serves the College consistent with Board policy;
5. Student recruitment and services and faculty recruitment;

6. Recommending the appointment of staff pursuant to Board policy;
7. Preparing regulations, rules and procedures useful for the welfare of the College.

II. BEST EFFORTS

A. President agrees to devote, faithfully, industriously and with maximum application of experience, ability and talent, full time, attention and energies to the duties as President of the College.

B. Such duties shall be rendered at the campus of the College in Carterville, Illinois, and at such other place or places as Board or President shall deem appropriate for the interest, needs, business or opportunity of the College.

C. The expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, shall not be deemed a breach of this Agreement, provided such activities do not interfere with the services required to be rendered to Board under the provisions of this Agreement.

D. President shall not, without prior written permission from the Board, render services of any professional nature to or for any person or firm for remuneration other than to Board, and shall absolutely not engage in any activity that may be competitive with and adverse to the best interest of Board. The making of passive and personal investments and the conduct of private business affairs shall not be prohibited hereunder.

III. TERM OF APPOINTMENT; EVALUATION; RENEWAL

A. This appointment shall be for a term of three (3) years, commencing on January 1, 2021, and terminating on December 31, 2023, subject, however, to prior termination as provided for in this Agreement.

B. The Board of Trustees shall meet annually with President to evaluate and discuss President's performance. To aid Board in such annual job performance reviews, President agrees to furnish such oral and written reports as may be required by Board.

C. Board, in its sole discretion, may offer to extend this Agreement for an additional year upon the terms and conditions contained in this Agreement or upon such additional or different terms as may be agreed upon by President and Board.

IV. SALARY

A. For all services rendered under this Agreement, the Board of Trustees shall pay the President an annual base salary in the sum of One Hundred Ninety-five Thousand and 00/100 Dollars (\$195,000.00) for the calendar year commencing January 1, 2021 through December 31, 2023. The annual salary shall be paid in equal semi-monthly payments with deductions for local, state and federal taxes from each payment.

B. President's salary shall be reviewed annually and may be increased but not decreased at the discretion of Board. Such annual salary review will be in conjunction with a review by Board or a Board committee of the performance of President.

V. INSURANCE

The Board of Trustees shall provide the President the same health insurance coverage provided to all other administrative staff of the College pursuant to current Board policies and practice.

VI. BENEFITS

During the term of his employment the President shall accrue the same benefits per Board Policies as provided to all other administrative staff of the College based upon the total years of service for the College and pursuant to current Board policies.

VII. AUTOMOBILE TRAVEL EXPENSES

As a condition of employment, the Board of Trustees agrees to pay the President One Thousand Two Hundred Fifty (\$1,250.00) monthly car allowance as part of a fringe benefits package for automobile expense.

VIII. MEETINGS AND EXPENSES

A. The Board of Trustees will provide, at its discretion, a reasonable sum in the budget for the President's reasonable expenses incurred in attending meetings, travel for the institution, and expenses incurred by the President for College-related entertaining.

B. The President agrees to maintain and furnish an accounting of expenses provided for in this Agreement in reasonable detail.

IX. MOVING EXPENSES

As a condition of acceptance of the position of President, the Board of Trustees agrees to pay a one-time moving expense stipend to the President within seven (7) days of the execution of this contract in the amount of Ten Thousand and 00/100 dollars (\$10,000.00).

X. TERMINATION FOR JUST CAUSE

A. The parties agree that the College may terminate this Agreement at any time for "just cause", which, in addition to any of its other normally understood meanings in employment contracts, shall include but are not limited to the following:

- 1) A violation of the duties set forth in this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of the President's

abilities;

2) A violation by President of any of the other terms and conditions of this Agreement not remedied after thirty (30) days' written notice thereof to President;

3) Any conduct of President that constitutes moral turpitude, or that would tend to bring public disrespect, contempt or ridicule upon the College;

4) Prolonged absence from duty without the Board's consent.

5) Failure to fulfill his obligations as President.

B. Prior to any dismissal by the Board, the President shall be advised of the ground or grounds that may lead to dismissal, and he shall be given adequate opportunity to present any facts or evidence on his behalf prior to any final decision.

X. EXPIRATION OF CONTRACT

It is specifically understood by and between the parties hereto that unless a contract extension has been agreed upon by the parties, neither the President, nor the Board, have any obligations to the other upon expiration of this contract on December 31, 2023 and that this contract expires without further notice.

XI. ENTIRE AGREEMENT; MODIFICATION

This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be changed or modified unless in writing signed by the parties hereto.

XII. SEVERABILITY

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

XIII. GOVERNING LAW; FORUM

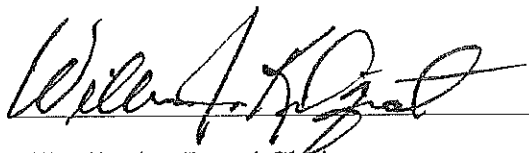
This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois, which shall be the forum for any lawsuit arising from or incident to this Agreement.

XIV. WAIVER


No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

IN WITNESS WHEREOF, Kirk Overstreet, and the authorized representatives of the College have executed this Agreement on this 9th day of December 2020.

BY:

A handwritten signature in black ink, appearing to read "Bill Kilquist", written over a horizontal line.

Bill Kilquist, Board Chairman
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE
DISTRICT NO. 530

A handwritten signature in black ink, appearing to read "Kirk Overstreet, Ph.D.", written over a horizontal line.

Dr. Kirk Overstreet, President of JALC