

## EMPLOYMENT AGREEMENT

This Agreement is made **July 1, 2025**, between the Board of Trustees of John A. Logan College, District No. 530 (the "Board") and **Nathan Arnett** ("Nathan Arnett" and collectively, the "Parties"):

### RECITALS

WHEREAS the Board is the body politic and corporate charged with the duty to make the appointments and fix the salaries for all administrative personnel at John A. Logan College (the "College"); and

WHEREAS, the President of the College has recommended **Nathan Arnett** for appointment as **Assistant Provost of Academic Affairs** of the College to the Board; and

WHEREAS, the Board has approved such recommendations and desires to appoint **Nathan Arnett** to the position of **Assistant Provost of Academic Affairs** from **July 1, 2025**, to **June 30, 2027**, being the **First Year** of a **Two-Year** agreement.

NOW, THEREFORE, in exchange for the mutual covenants and conditions contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

### TERMS OF EMPLOYMENT

1. **Term and Duties:** **Nathan Arnett** is appointed to the position of **Assistant Provost of Academic Affairs** (the "Position") for the College for the period **July 1, 2025, to June 30, 2027** (the "Term"). **Nathan Arnett** will perform the duties and carry out the responsibilities of the Position, as specified in Board Policy and the job description for the Position, and all such other duties and responsibilities as assigned from time to time by or at the direction of the Board and/or the President. Notwithstanding anything to the contrary in Board Policy or College procedures, **Nathan Arnett** acknowledges and agrees that he/she is not entitled to an automatic rollover or renewal of this Agreement, and that the Board may, but is not required to, re-appoint **Nathan Arnett** to a new term at the expiration of the Term.
2. **Compensation and Benefits:**
  - a. **Salary.** An annual salary of **\$120,463.68** to serve as **Assistant Provost of Academic Affairs** to be paid in accordance with the Board Policy and the College's normal payroll procedures.
  - b. **Benefits.** During the Term, **Nathan Arnett** shall be entitled to participate in employee welfare and health benefit plans afforded to **Professional Staff** employees of the College, and any other employee benefit plans established by the Board from time to time for **Professional Staff** employees. **Nathan Arnett** shall be required to comply with the conditions attendant to coverage by such plans. Nothing contained herein limits the right of the Board to change, modify, reduce, or discontinue any particular benefit plan afforded to **Nathan Arnett** during the term of this Agreement.
  - c. **Leave.** The **Professional Staff** shall be entitled to leave and sick leave time in the amounts offered and accrued in accordance with Board Policy and corresponding College procedures and regulations.
  - d. **SURS Contributions.** The **Professional Staff** is required to participate in the State Universities Retirement System (SURS). Currently, employees contribute 8% of their gross annual salary to

SURS, plus .95% of their gross annual salary to SURS health insurance on a pre-tax basis. If you are not a current SURS annuitant, but your status changes, you are required to immediately notify Human Resources. Failure to do so may result in penalties up to and including termination of employment.

- e. **Deductions from Salary and Benefits.** The Board may withhold from any salary, benefit, or other amounts payable to **Nathan Arnett** all federal, state, local, and other taxes, withholdings, and other amounts as permitted or required by law, rule, or regulation, which includes a contribution toward Medicare.

- 3. **Early Termination.** The Board may elect to terminate the Agreement prior to the end of the Term for any reason.

- 4. **Severance.** The following shall apply if the Board elects to terminate this Agreement prior to the end of the Term:

- a. If the termination occurs under any of the following circumstances, there will be no liability or obligation on the part of the Board or the College for the payment to **Nathan Arnett** of any compensation, severance, or other benefits in connection with such termination (except as otherwise expressly provided herein or in any other contractual agreement or as otherwise provided by law) attributable to any period after such termination:
  - i. The **Professional Staff's** resignation, retirement, or other election to terminate this Agreement;
  - ii. The **Professional Staff's** death;
  - iii. The **Professional Staff's** disability, as certified by a physician selected by, or acceptable to, the Board, which renders **Nathan Arnett** unable to perform essential duties of his/her job; or
  - iv. Any reason set forth in the Illinois Public Community College Act.
- b. The Agreement and **Professional Staff's** employment may be terminated for cause, as determined by the Board, the President, and/or their designee(s). For purposes of this Agreement, "cause" includes, without limitation:
  - i. The **Professional Staff's** failure or refusal to perform the duties of the Position;
  - ii. The **Professional Staff's** failure to meet performance standards for the Position;
  - iii. The **Professional Staff's** violation or breach of Board Policy, College procedures, rules or regulations;
  - iv. The **Professional Staff's** unreasonable failure to obey orders and directives given by the Board, the President, and/or his/her supervisor(s).

- v. Misconduct by the **Professional Staff** that involves dishonesty, theft, fraud, unethical conduct, misappropriation, misuse or waste of College funds or property, conviction of, or, a plea of guilty to a felony, or a crime of moral turpitude, or other conduct that is detrimental to the reputation of the **Professional Staff**, the Board, and/or the College in the community; and/or
  - vi. The **Professional Staff's** commission of any other act of misconduct, malfeasance, nonfeasance, malice, or gross negligence with regard to the College, College property, or the **Professional Staff's** employment.
- c. If the election to terminate this Agreement and the **Professional Staff's** employment is made for any reason other than those set forth in Paragraph 4(a)-(b) above, the **Professional Staff** may be eligible for a severance payment in an amount not to exceed twenty (20) weeks of compensation and applicable benefits, or any such lesser limitations provided by any amendment of the Illinois Community College Act, or by other applicable laws or regulations. The decision to pay severance compensation and the amount and manner of such severance is within the sole discretion of the Board. In any event, the amount of severance shall not exceed twenty (20) weeks of the annual salary set forth in Paragraph 1.
5. **Savings Clause.** The provisions of this Agreement are intended to be interpreted and enforced in a manner that renders them valid and enforceable. In the event any provision of this Agreement is found to be invalid or unenforceable, such provision will be modified to the extent and in the manner in which a court of competent jurisdiction deems reasonable and thereupon enforced upon such terms. If any such provision is not so modified, it will be deemed stricken from this Agreement without affecting the validity and enforceability of any of the remaining provisions hereof.
6. **Applicable Law and Venue.** This Agreement will be construed in accordance with the laws of the State of Illinois, without regard to conflict of law provisions. If any term or terms of this Agreement conflict with Illinois law (including the Public Community College Act), or as later amended, then the terms of Illinois law will control. Venue for any disputes arising under or in connection with this Agreement shall be in the Circuit Court for the Williamson Judicial Circuit of the State of Illinois, or in the United States District Court for the Southern District of Illinois.
7. **Entire Agreement.** The Parties acknowledge and agree that this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior agreements, negotiations, and understandings with respect to the subject matter hereof are canceled and superseded by this Agreement.
8. **No Oral Modifications.** The Parties acknowledge and agree that the terms of this Agreement may not be modified, altered, or varied except by a subsequently dated written instrument approved by the Board of Trustees and executed by all Parties.
9. **Effective Date.** The **Professional Staff** agrees and acknowledges that this Agreement shall not become effective and is not and cannot be binding upon the College, unless and until it is approved by the Board and all Parties have executed this Agreement.

Dated this **23<sup>rd</sup>** day of **July 2025** by:

Nathan D. Arnett

Nathan D. Arnett (Jul 23, 2025 12:05:21 CDT)

07/23/2025

Employee

Date

Board of Trustees approval received at the meeting of the Board of Trustees on **June 17, 2025**.

On behalf of and as authorized by the Board of Trustees,  
Community College District No. 530, Counties of Williamson,  
Jackson, Franklin, Randolph, and Perry, State of Illinois

Kirk E. Overstreet, Jr. Ph.D.

Kirk E. Overstreet, Jr. Ph.D. (Jul 23, 2025 12:08:32 CDT)

07/23/2025

President

Date











# Arnett, Nathan - Employee Agreement - 07 01 2025-06 30 2026

Final Audit Report

2025-07-23

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