

**EMPLOYMENT AGREEMENT
PRESIDENT OF NORTH IDAHO COLLEGE**

THIS AGREEMENT is made effective as of August 1, 2022, by and between North Idaho College (“NIC” or the “College”) and Dr. Nick Swayne (“President”). The parties hereby agree as follows:

Section 1. Purpose

This document reflects the agreement between the President and the Board of Trustees of North Idaho College (the “Board”) as to the terms of the President’s employment at North Idaho College (the “Agreement”).

Section 2. Responsibilities

The President is appointed by the Board as the Chief Executive Officer of NIC, reports directly to the Board. The President is authorized and responsible for the administration of NIC and has authority over all matters affecting NIC at the operational level, in accordance with applicable laws as well as the policies, rules and regulations approved and/or sanctioned by the Board. In addition to the foregoing, the President shall also be responsible for carrying out all duties requested by the Board. In carrying out these duties, the President recognizes the need for effective communication with the Board.

Section 3. Term

The term of this Agreement will commence on August 1, 2022 and will continue until June 30, 2025, unless terminated consistent with Section 12. “Annual” for purposes of this Agreement means a fiscal year beginning July 1 and ending June 30 of the following year. The term may be extended by the Board, consistent with Section 4.

Section 4. Renewal and Resignation

4.1 The Parties agree that the President and the Board will review this Agreement before or in close temporal proximity to the end of each fiscal year for the Board and the President to decide and agree whether to extend this Agreement an additional year (with or without additional modification). Neither the initial term of this Agreement nor any extension thereof shall be construed to create or be evidence of contractual continued service or tenure of the President as an administrator under any provisions, policies, or rules extrinsic to this Agreement.

4.2 In the event the President wishes to terminate this Agreement at the end of its initial term, he shall so notify the Board, in writing no later than June 30, 2024. If the President wishes to terminate any extension of this Agreement, he shall so notify the Board in writing,

no later than the June 30th in the year proceeding the year of the desired June 30th termination date.

4.3 NIC has no duty to renew this Agreement at the expiration of the term. This Agreement will not automatically renew. The Board may, in its sole discretion, extend the Agreement for an additional term as determined by the Board.

Section 5. Compensation

5.1 NIC will pay the President an annual base salary of \$230,000, which amount will be earned and payable biweekly.

5.2 NIC will make an annual retirement contribution, equal to 10% of the President's base salary, to the President's supplemental retirement account. Payment into such account will be earned and made biweekly in conjunction with payroll. Any employee payroll taxes resulting from this contribution will be withheld in connection with the President's base salary. There is no right to unearned amounts if this Agreement is terminated prior to expiration of the term.

5.3 The President will have temporary housing provided by the College, at a location and price deemed appropriate by the College, while the President seeks more permanent housing. When the President moves to the more permanent housing the College will provide the President a housing allowance in the amount of \$2,500 per month, starting on the first of the month when the President occupies the more permanent housing.

Section 6. Employee Benefits

6.1 The President shall receive 24 annual vacation days, accruing at a rate of 2 days per month. Accrued vacation days may carry over into the following fiscal year; however, total accumulated vacation time will not exceed 30 days (240 hours). Upon termination of the employment relationship, the President will be paid for any accrued and unused vacation days at a rate equivalent to the President's annual base salary. The President shall notify the Board prior to taking vacation and the Board, in its discretion, may require such plans to be deferred as the Board deems appropriate. The President is entitled to paid holidays recognized by NIC.

6.2 The President is entitled to annual sick leave in accordance with NIC Policy and Idaho Code.

6.3 Subject to Sections 6.1 and 6.2, the President will otherwise be eligible to participate in the NIC programs and other benefits available to NIC employees.

6.4 During the first year of the term of this Agreement the College will pay for the reasonable, actual expenses associated with the President's relocation to Idaho. The President

will provide receipts and other appropriate documentation supporting actual relocation expenses for review and approval by the Vice President of Finance. The College's payment of relocation expenses under this Section 6.4 may be made directly to vendors or via reimbursement to the President for expenses incurred by the President. During relocation, the President may have up to an additional ten (10) business days of non-chargeable leave to facilitate the move.

Section 7. Automobile

The President shall furnish his own automobile, and shall be liable for all maintenance, repairs, insurance, and operating expenses, including fuel costs. The College shall reimburse the President for all in-district and out-of-district travel using his own personal vehicle for College business at the applicable IRS deductible rate in effect at the time of travel.

Section 8. Professional Development

The President shall be eligible to attend and participate in educational conferences, conventions, workshops, seminars, and similar professional activities and events, subject to reasonable review and approval by the Board. The College shall reimburse the President for reasonable out-of-pocket expenses incurred by the President in connection with such approved activities and events consistent with College procedures and practices.

Section 9. Expenses

9.1 The Board agrees that the College will pay the President's reasonable, actual travel expenses, hotel bills, and other actual and necessary travel-related expenses incurred when the President is traveling on NIC business. The responsibilities of the President include attendance (sometimes with spouse) at various community events, hosting events, and entertainment reasonably calculated to promote the College. Reimbursement will be consistent with College procedures, practices and consistent with the College's budget.

9.2 The College will provide the President with appropriate electronic/tech equipment to assist the President in performing his duties.

Section 10. Outside Professional Activities

Subject to the Board's prior approval, which shall not be unreasonably withheld, the President may undertake outside professional activities, including, without limitation, consulting, speaking and writing. Such activities may be performed for consideration provided that they do not interfere with the President's normal duties. The President agrees not to engage in any other employment, activity or enterprise, whether or not for remuneration, that is inconsistent, incompatible, in conflict with, or inimical to the President's duties, responsibilities, functions or the policies of the College.

Section 11. Performance Review

The Board shall review the President's performance annually in accordance with NIC policy. The Board may also elect to have more frequent reviews (for example, semiannual or quarterly reviews) as determined by the Board in its discretion.

Section 12. Termination

12.1 This Agreement may be terminated by mutual agreement of the parties, by the President without cause, or by the Board for cause. Notice of termination must be in writing and delivered to the non-terminating party.

12.2 If, during its term, this Agreement is terminated by the President without cause, the termination shall become effective 60 days after receipt of written notice of termination. The obligations of both parties under this Agreement cease when the termination is effective. The Board may, in its discretion, place the President on administrative leave during part or all of the 60-day notice period.

12.3 This Agreement may be terminated for cause, if a super-majority of the Board (defined as 4 or more Trustees) in its sole and reasonable discretion, determines that: (1) the President has significantly failed or refused to act in accordance with a material provision of this Agreement or any directive or order of the Board; (2) the President has exhibited gross misconduct or dishonesty in regard to his employment; (3) the President is (or has been) convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (4) the President is unable to perform the essential functions of the position; or (5) the President has acted in bad faith to the detriment of NIC.

12.4 In the event of termination for cause, the Board shall provide the President a written statement of its intent to terminate and its reasons for termination. Before the Board makes a final decision, the President is entitled to meet with the Board in executive session, within thirty (30) calendar days of the issuance of the written statement. The President may present any evidence to the Board to rebut the stated reasons for the termination. After the President has had an opportunity to respond to the stated reasons for termination, the Board will make a final decision in writing.

Section 13. Governing Law

This Agreement will be governed, construed, and enforced according to the laws of the State of Idaho.

Section 14. Assignment

This Agreement is personal to the President and is not assignable.

Section 15. Amendments

This Agreement may be amended by mutual agreement of the parties. Such amendments must be in writing signed by the President and the Board Chair, following approval by a majority of the Board.

Section 16. Notification to Board of Application for Outside Employment

The President may, but is not required to, notify the Board Chair if an application for employment is submitted anywhere other than NIC. The President shall notify the Board Chair should the President become a finalist for employment in any capacity.

Section 17. Waiver

The failure or delay of the President or NIC to enforce at any time or to require compliance at any time with any provision of this Agreement, or to take any permitted action under this Agreement, shall in no way be construed as a continuing or future waiver of such provision or of any other provision of this Agreement, shall not affect the right of either party thereafter to enforce each and every provision of this Agreement, and shall not render any such provision(s) unenforceable or invalid.

Section 18. Entire Agreement

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

Section 19. Severability

The unenforceability, invalidity, or illegality of any provision or clause of this Agreement shall not render any of its other provisions as unenforceable, invalid, or illegal, and such remaining provisions shall be construed in all respects as if the unenforceable, invalid, or illegal provision(s) were omitted.

Signatures on Following Page

DATED this 14th day of July 2022.

NORTH IDAHO COLLEGE

By David A. Wold
David Wold
Chair, Board of Trustees

DATED this 15th day of July 2022.

PRESIDENT

By Nick Swayne
Nick Swayne
President