

## **EMPLOYMENT AGREEMENT**

### **INTERIM PRESIDENT OF NORTH IDAHO COLLEGE**

THIS AGREEMENT is made effective on or before December 21, 2022, by and between North Idaho College ("NIC" or the "College") and Dr. Gregory South, PhD ("Interim President"). The parties hereby agree as follows:

#### **Section 1. Purpose**

This document reflects the Agreement between the Interim President and the Board of Trustees of North Idaho College (the "Board") as to the terms of the Interim President's employment at North Idaho College (the "Agreement").

#### **Section 2. Responsibilities**

The Interim President is appointed by the Board as the Chief Executive Officer of NIC and reports directly to the Board. The Interim 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, subject to the Board's guidance under Idaho law as passed by Motions at Board Meetings. In addition to the foregoing, the Interim President shall also be responsible for carrying out all duties requested by the Board. In carrying out these duties, the Interim President recognizes the need for effective and consistent communication with the entire Board.

#### **Section 3. Term**

The term of this Agreement will commence on December 21, 2022 and will continue at least until June 30<sup>th</sup>, 2024, unless terminated consistent with Sections 4.2 or 12.

#### **Section 4. Renewal and Resignation**

4.1. The Parties agree that the Interim President and the Board will review this Agreement before the end of each fiscal year so that the Board and the Interim President may decide and agree whether to extend this Agreement an additional year (with or without additional modification). Such review shall be accomplished to allow time for Board discussion and action at a properly noticed Board meeting. 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 Interim President as an administrator under any provisions, policies, or rules extrinsic to this Agreement. "Annual," for purposes of this Agreement means an NIC 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.

4.2. In the event the Interim President wishes to terminate this Agreement at the end of its initial term, he shall notify the Board in writing no later than May 30<sup>th</sup> 2024. If the Interim President wishes to terminate any extension of this Agreement, he shall notify the Board in writing no later than May 30<sup>th</sup> in the fiscal year preceding the fiscal year of the desired termination date.

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 or time period as determined by the Board.

## Section 5. Compensation

5.1. NIC will pay the Interim President an annual base salary of \$235,000.00, which amount will be earned and payable biweekly. Given the current NIC and community environment, a \$35,000 signing bonus will be paid the Interim President by January 31, 2023.

5.2. NIC will make an annual retirement contribution equal to 15% of the Interim President's base salary, to the Interim President's supplemental retirement account. Payment into such an 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 Interim President's base salary, unless he chooses a pre-tax retirement account to be funded. There is no right to unearned amounts if this Agreement is terminated prior to expiration of the term.

5.3. The Interim President will have a housing allowance of \$3,000 per month, payable biweekly. The Interim President shall receive reimbursement for up to \$27,000 for reasonable moving expenses documented with receipts to exit his current residence and set up residence in Idaho.

## Section 6. Employee Benefits

6.1. The Interim 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).

At the end of every fiscal year, any vacation hours accumulated over 240 hours from that fiscal year will be paid out to the Interim President. The Interim President will be paid for such accrued and unused vacation days using a proration based on the Interim President's annual base salary's hourly rate. The Interim President shall notify the Board

at least two weeks prior to taking vacation and the Board, in its discretion, may require such plans to be deferred as the Board deems appropriate for that calendar period. The Interim President is entitled to be paid for holidays recognized by NIC.

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

6.3. The Interim President shall receive all other benefits available to NIC employees. The Interim President will receive an NIC-paid family health insurance policy.

#### Section 7. Automobile

The Interim 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 Interim President for all in-district and out-of-district travel using his own personal vehicle for College business at the then-applicable IRS personal vehicle used for business rate in effect at the time of travel.

#### Section 8. Professional Development

The Interim President shall be eligible to attend and participate in educational conferences, conventions, workshops, seminars, and similar professional activities and events, subject to reasonable prior review and pre-approval by the Board Chair, giving adequate consideration to NIC's calendar affected by such time away. The College shall reimburse the Interim President for reasonable out-of-pocket expenses incurred by the Interim President and his significant other 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 Interim President's reasonable travel expenses, hotel bills, per diem meals, and other travel-related expenses incurred when the Interim President is traveling on NIC business. The responsibilities of the Interim President include attendance (sometimes with significant other) at various community events, hosting events, and entertainment reasonably calculated to promote the College. Reimbursement will be consistent with College procedures and practices.

9.2. The College will provide the Interim President with appropriate electronic and technical equipment such as a laptop computer and reasonable accessories to assist the Interim President in performing his duties.

## Section 10. Outside Professional Activities

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

## Section 11. Performance Review

The Board shall review the Interim 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 of Agreement

12.1. This Agreement may be terminated by mutual agreement, for no cause by either party with conditions, or for cause by NIC. If the termination is for cause and initiated by the Board, the parties agree that a buyout will be paid to the interim president as set forth in paragraph 12.5. If for cause, such cause shall be stated in the notice of termination, which must be delivered to the non-terminating party at least thirty (30) days prior to taking effect.

12.2. If, during its term, this Agreement is terminated by the Interim President without cause, the termination shall become effective thirty (30) days after receipt by NIC of the written notice of termination. If, during its term, this Agreement is terminated without cause by NIC, the Interim President will be paid an amount equal to twelve (12) months of his base pay. The obligations of both parties under this Agreement cease on the termination date, except for payments due the Interim President from NIC under Sections 5, 6, 7, 8, 9, and the buyout provisions contained in this paragraph 12.2 and in paragraph 12.5. The Board may, in its discretion, place the Interim President on administrative leave during part or all of such a 30-day notice period. The Board's power to impose administrative leave for other purposes is not limited to the employment termination circumstances outlined in this paragraph.

12.3. This Agreement may be terminated for cause by the Board, subject to subsection 12.4 and 12.5 below, if a Board majority in its sole and reasonable discretion determines that: (1) the Interim President has failed or refused to act in accordance with a material provision of this Agreement or any lawful directive or order of the Board; (2) the Interim President has exhibited gross misconduct or dishonesty in regard to his

employment; (3) the Interim President has been accused of a crime and clear and convincing written evidence shows dishonesty, breach of trust, or physical harm to any person or property; (4) the Interim President becomes incapacitated and cannot perform essential functions of the position; or (5) the Interim 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 Interim President a written statement of its intent to terminate and its reasons for considering termination. Before the Board makes a final decision and within ten (10) calendar days of the Interim President's receipt of the Board's written statement, the Interim President is entitled to meet personally or by Zoom with the Board in executive session. The Interim President may present any evidence to the Board to rebut the stated reasons for the termination. After the Interim President has had an opportunity to respond to the stated reasons for termination, the Board will make a final decision by a majority vote at the next public meeting outside of executive session.

12.5. In the event of termination by the Board with cause, the Interim President shall be entitled to be paid his annual base salary for the remainder of the term, or for three (3) months, whichever is less, as well as the payments due under sections 5, 6, 7, 8 and 9 up to the date of termination.

#### Section 13. Governing Law and Dispute Resolution

This Agreement will be governed, construed, and enforced according to the laws of the State of Idaho. If either party disputes the application of this Agreement's language and informal conversation without Board deliberations results in no resolution, then within two (2) business days the party originating the dispute shall call for contractual mediation, and, if such mediation fails, then arbitration pursuant to Chapter 9 of Title 7, Idaho Code, known as Idaho's Uniform Arbitration Act. The parties understand they are waiving their rights to litigate this Agreement in preference to a mediated resolution, or if mediation fails an arbitrated resolution as stated above to minimize community and college disruptions detrimental to NIC.

#### Section 14. Assignment

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

#### Section 15. Amendments

This Agreement may be amended or modified by mutual agreement of the parties. Such amendments or modifications must be in writing signed by the Interim President and the

Board Chair, following approval by a majority vote of the Board approving such amendment or modification.

#### Section 16. Waiver

The failure of the Interim President or NIC to enforce or to require compliance with any provision of this Agreement in a given circumstance, or to take any permitted action under this Agreement in a particular circumstance, 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. The parties agree to endeavor in every circumstance to adhere to this Agreement's terms.

#### Section 17. Entire Agreement

This Agreement constitutes the complete understanding of the parties hereto and this writing supersedes all prior or contemporaneous representations, understandings or agreements, whether written or oral, between the parties, and cannot be modified or amended without a writing signed by both parties pursuant to Section 15.

#### Section 18. Severability

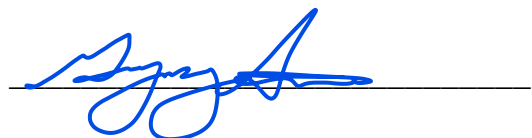
The unenforceability, invalidity, or illegality of any provision or clause of this Agreement as determined by a Court of proper jurisdiction shall not render any of its other provisions as unenforceable, invalid, or illegal, and such remaining provisions shall be construed in all respects as if the unenforceable,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

#### Section 19. Interpretation and Time for Review

The parties hereby agree and confirm by their signatures below that this Agreement was drafted by the NIC attorney, was then subject to negotiations between the parties to reach this Agreement, and that any legal doctrine construing the document against the drafter is waived and shall have no force or effect in this Agreement's interpretation or application. Further, the Interim President agrees that he has had ample time to review and consider the terms of this Agreement after consultation with legal counsel of his choice at his own cost. Both parties agree that they were under no duress or undue influence in their consideration prior to and when they signed this Agreement.

Signing Date: December 21, 2022

Signing Date: December 21, 2022



NIC Interim President

Gregory South  
Printed Name

Chair, NIC Board of Trustees

**GregoryM McKnie**  
Printed Name