



# North Idaho College

*Board of Trustees*

## AMENDMENT TO EMPLOYMENT AGREEMENT PRESIDENT NORTH IDAHO COLLEGE

THIS AMENDMENT ("Amendment") dated this 26<sup>th</sup> day of February, 2025, is attached to and made a part of the EMPLOYMENT AGREEMENT entered into on the 19<sup>th</sup> day of December, 2024 ("Agreement"), by and between North Idaho College ("NIC" or the "College") and Dr. Nick Swayne ("President"). This Amendment is made for the purpose of correcting a scrivener's error in the original Agreement. The parties hereby agree as follows:

Section 3 of the Agreement is amended to read as follows:

The term of this Agreement will commence on January 1, 2025 and will continue until August 1, 2028 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. This Agreement replaces and supersedes the August 2022 contract between the President and NIC.

Except to the extent specifically amended by this Amendment, all the terms, provisions, conditions, covenants, and representations contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, NIC and the President have executed this Amendment to the Agreement as of the day and year first above written.

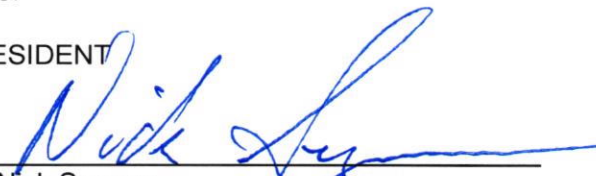
DATED this 26<sup>th</sup> day of February 2025.

NORTH IDAHO COLLEGE

By   
Brad Corkill  
Chair, Board of Trustees

DATED this 26<sup>th</sup> day of February 2025.

PRESIDENT

By   
Nick Swayne  
President



# North Idaho College

*Board of Trustees*

## EMPLOYMENT AGREEMENT PRESIDENT NORTH IDAHO COLLEGE

THIS AGREEMENT is made effective as of December 18, 2024 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 January 2024 and will continue until August 1, 2028 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. This Agreement replaces and supersedes the August 2022 contract between the President and NIC.

### **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. If this Agreement is not to be extended beyond the termination date described in Paragraph 1 of August 1, 2028, the

Board shall give written notice of the same to the President no later than May 1, 2026. Absent such notice, the Agreement shall automatically renew through July 30, 2029. Subsequent annual renewals, with each renewal creating a remaining term of three years for this Agreement, will likewise occur unless the Board gives the requisite written notice to the President by May 1 each subsequent year.

4.2. 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 preceding the year of the desired June 30th termination date.

### **Section 5. Compensation**

5.1. NIC will pay the President an annual base salary of \$253,000 which amount will be earned and payable biweekly. Commencing January 1, 2025, and each annually thereafter, the President's salary shall be increased by a percentage equal to other employees serving in administrative personnel positions in the District.

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 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 When acting on behalf of NIC or in the performance of any duties or responsibilities of president for NIC, the President shall have full access to legal counsel as paid by NIC. NIC agrees to defend, hold harmless and indemnify the President and the President's spouse, from any and all demands, claims, suits, actions, and legal proceedings brought against the President for all non-criminal incidents arising while the President is acting within the scope of his employment. In the event that the President needs to obtain his own independent counsel as a result of a demand, claim, suit, action or other legal proceeding, NIC will reimburse the President for such legal costs, provided the claim occurred while the President was acting within the scope of his employment. The President will provide redacted invoices to the Vice President of Finance.

### **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 President Swayne 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.



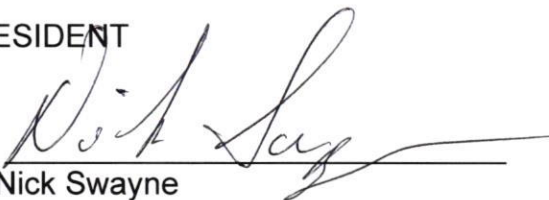
DATED this 19<sup>th</sup> day of December 2024.

NORTH IDAHO COLLEGE

By   
Brad Corkill  
Chair, Board of Trustees

DATED this 19<sup>th</sup> day of December 2024.

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By   
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EMPLOYMENT AGREEMENT  
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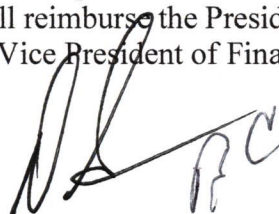
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*Provided  
the claim occurred  
while the President  
was acting within the  
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**Section 18. Entire Agreement**

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 18 day of December 2025.

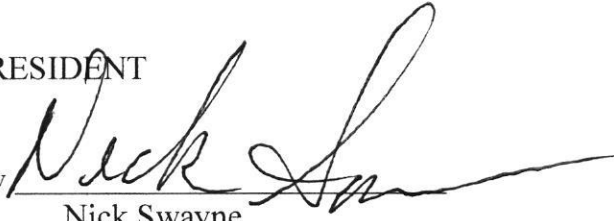
NORTH IDAHO COLLEGE

By   
Brad Corkill  
Chair, Board of Trustees

DATED this 18 day of December 2025.

PRESIDENT

By

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

Nick Swayne  
President