Dear Trustees,

As we move closer to spring and a much needed break for our students and faculty, I can say that it’s been a busy past month. I have several things to report to you, but first an update to our Strategic Plan.

**NIC Strategic Plan**  
**Theme III: College Communications and Climate**

The past several months have allowed the college time to engage in several activities that support communication and climate throughout the organization. A few of these activities are outlined in the following sections.

**Goal 1: Improve organizational and interdepartmental communication**

- Training: Over the past several months, several training opportunities were provided to employees and managers. While much of the training is geared towards supervisors, many of the courses had individuals who were not supervisors, but were developing themselves in preparation for future supervisory positions. The course “Crucial Conversations” was offered in January which explored situations common to challenges faced in the workplace and how to work through them. Leadership Academy was offered in the fall (2011) which also has a large component specific to communication. Finally, another group of supervisors or upcoming supervisors attended and completed the Management Institute in the spring (2012). These ongoing training opportunities allow us to educate managers, supervisors and employees and provide them with essential tools they need to be successful.

- Employee Opinion Survey: Following our schedule to distribute the employee opinion survey every 18 months, a new round of the survey will be offered in March 2012. The survey is geared to assess employee opinions regarding aspects of the workplace, leadership, the organization, etc.. As in the past, it is anticipated that the results of this survey will provide key information that allows the administration to target key areas of improvement over the coming months and years.

- Upcoming customer service training: A key initiative identified last summer was the need to improve customer service throughout the organization. The administration decided to hold off on providing this customer service until the long range visioning and planning was completed. This allows us to find the right customer service training that aligns with our mission, vision and values. A portion of the one-time allotment was designated last year for this training and we will be scheduling it for the fall semester. We anticipate the positive impact of this training at all levels of the organization as we assist employees with providing exceptional customer service to students, employees, and members of the community.

**Goal 2: Further develop opportunities for professional development**

- Employee: In February 2012, the college hosted another very successful Employee Day as a way to promote professional development for all employees throughout the college. This is a day where the college closes in order to allow employees in almost all areas to
come together, learn from one another, garner new ideas, and collaborate in ways to inspire personal growth, learning and development. This year included a quality keynote presenter followed by workshops in the morning. Several divisions took advantage of the afternoon to meet together as a team and engage in group-specific development activities specific to their needs. The feedback is being collected at this time and we expect similar results to last year’s exceptionally positive feedback.

- **Training:** As an overlap to the description in the previous section, several training and professional development courses and experiences were offered over the past several months. Additional training is planned including areas specific to customer service, diversity awareness, management and supervision, and others.

- **New talent management software tools:** As part of the one-time money allotted this past fall, HR purchased a comprehensive talent management system which will allow us to improve our management of performance, training and development, tracking of certifications and degrees, onboarding (new employees), and more. We anticipate the capability of this new system to allow us to enhance training opportunities and further encourage professional development throughout the organization. We have been limited in the past in our capabilities within HR due to personnel and systems constraints and limitations. We expect this to allow us to expand our capabilities and improve the provision and management of professional development opportunities to employees throughout the organization.

- **Proposal to enhance professional development funding:** HR is working to develop a proposal to significantly increase funds available for professional development to faculty and staff. The college currently allots a modest sum to individuals through professional improvement plan (PIP) funds. While the budgeted funds are appreciated by both faculty and staff, there are not enough funds to provide sufficient opportunities to employees throughout the organization. In light of the recent cancellation of tuition waivers at University of Idaho and the anticipated cancellation of waivers at other institutions, the college is no longer able to provide resources to our employees to continue with their educational advancement.

  The full proposal will accompany the budget request for board review and approval. It will provide a detailed outline regarding proposed increases in funding in order to cover targeted professional development, education (degree attainment), staff sabbaticals, and more. We believe this is the next step to provide our employees with ongoing development opportunities needed to keep NIC competitive and the leader in our community.

**Goal 3: Attract and retain high quality employees**

- **Retention…Achievements and current challenges:** As in the past, our retention levels of staff and faculty are exceptional. North Idaho College has proven itself as a destination employer where employees come and stay. The positive achievement continues to be our ability to attract and retain great talent at all levels throughout the organization. At the same time, our challenge centers on the ability of the college to retain top executive talent. Some turnover is to be expected, especially at the executive level with highly talented and upwardly mobile individuals in key positions. However, the overlapping turnover of several members of President’s Cabinet raises concern. While each situation
is unique by itself, including two planned retirements, the simultaneous turnover is concerning to individuals inside and outside of the organization. The expected turnover cycles of today’s employment market do not create hope that we will attract and retain highly qualified people for extended periods of time in key executive positions; however, we must take into consideration ways to better prepare for turnover and viable replacements. The next bullet will address this.

- Future need—Focus on internal succession planning and development: Previous points addressed the need for ongoing professional development for the general good of the organization (both now and in the future). In several cases, however, this development can and should be targeted to find individuals who can succeed upper managers and executives as turnover takes place. On the one hand, it is good to bring in a mix of outside talent to generate new ideas with fresh perspectives. On the other hand, the college has incredible up and coming talent throughout the organization, and if we are to retain them long-term, we need to provide them with promotional opportunities. The pros to internal promotional succession (e.g., less time to ramp up in new position, better understanding of the organization, more qualified in several aspects) outweigh the concerns that might arise from such a focus (e.g., suggestions of favoritism as individuals are promoted over others in the organization).

- Strategic strengthening is needed: NIC has much strength as an organization. There are so many great attributes that attract employees to NIC, yet we sometimes fail to capitalize on them as we manage our culture. As NIC engages in the strategic planning portion of the strategy process, we advocate for the primary focus of promoting that which is good. For example, as an organization, NIC exists in one of the most beautiful areas in the world. We promote positive relationships, encourage professional development, and seek to deliver great education.

Finally, we have plans for ongoing activities to engage and promote communication and a positive culture within the college through the remainder of the current fiscal year and throughout the next year.

**Other events happening on campus:**

*Cardinal Connections:*
What is the spark that makes people move, create, and live life to the fullest? The week of March 13, Cardinal Connections presented The Spark: Connecting with Creativity with the goal of helping the North Idaho College and local communities find what sparks some of us to connect with our own creativity.

This event included the following presentations:

- Steve Jobs (as presented by Journalism instructor Geoff Carr) stopped by to tell the story of how creativity inspired him.
- Bill Jhung, director of North Idaho College Idaho Small Business Development Center, moderated a panel discussion regarding innovation, creativity, and entrepreneurship in business.
- Pat Lippert, Philosophy instructor, presented Genius and the Heart of the Matter: All Life is Artistic. This is based on Elizabeth Gilbert’s book *Eat, Pray, Love*. We need to show up for life every day.
• John Lennon spoke through Joe Jacoby, Theatre instructor, about his songwriting process and how that impacted his life.

• Dan Bukvich, a world-wide composer and an instructor at the University of Idaho, discussed his commission to compose “Tom Emerson, Radio Blues” for the North Idaho College Jazz Band this spring, and his songwriting.

• “Drum Circle” was presented by Michael Moon Bear, providing hands-on learning for playing drums and finding your own creative beat. Michael teaches drumming at several schools in the Spokane area.

• Dan Roam is the author of “The Back of the Napkin: Solving Problems and Selling Ideas with Pictures” and “Blah Blah Blah: What to Do When Words Don’t Work.” He presented visual problem solving called Visual Learning and Creativity.

“The Spark! Lounge” featured live and video presentations focused on creativity with local, regional, and national speakers. A Self-Guided Public Art Tour highlighted several pieces displayed on the NIC campus. Creativity stations were set up in various places on campus for a few Spontaneous Moments of Creativity.

**Phi Theta Kappa**
North Idaho College has a very active, successful chapter in the Phi Theta Kappa International Honor Society. During the last two years the Phi Theta Kappa International headquarters has presented nine awards and the coveted “five star level” to NIC’s Phi Theta Kappa chapter. In order to earn the “five star level,” a chapter must meet the rigorous requirements for all five levels. During their weekly meetings, NIC’s PTK officers prepared and implemented a successful plan as they reached all of the goals required. This included writing and maintaining approved chapter bylaws, hosting membership orientations and induction ceremonies, having club officers attend leadership development conferences and report back to the club, participating in on-line PTK enrichment programs, and serving the community and college through approved projects. One of the college projects that was enthusiastically pursued was the club’s involvement with college completion. Tables were set up in the Student Union Building where donuts and coffee were provided to students as they had the opportunity to speak with both PTK officers and NIC advisors. Large posters were signed by hundreds of students who came to understand the advantages of completing an associate degree at NIC before transferring to another institution.

The purpose of working toward the “five star level” is to provide opportunity for the development of leadership and service, for an intellectual climate for exchange of ideas and ideals, for lively fellowship for scholars, and for stimulation of interest in continuing academic excellence. North Idaho College promotes these ideals and is supportive of the diligent work of its Phi Theta Kappa chapter.

**Dormitory Housing Commission**
The NIC Dormitory Housing Commission met on March 12 to continue discussions and preparation for refinancing the bond on the dormitory facilities. Our commissioners are Dave Holinka, (Chairman), John Marcheso and Leslie Damiano, who recently replaced Katie Brodie. Agenda items included approval of the resolution and continuing disclosure agreement, deeming the post final disclosure for the bond, and a review of the Residence Hall FY12 budget and approval of the FY13 budget. On March 22 the Dormitory Housing Commission will meet to vote on approval and acceptance of the bond refinancing, which is expected to generate
approximately $2.2 million dollars in savings by both decreasing the interest rate and accelerating the final maturity date on the bonds.

**Grants Development**
A federal programmatic funding request is being submitted this week in support of 1) implementation of an emergency Rapid Responder System to support local community public safety planning and program development, including preparedness technology and equipment and 2) improvements to Schuler Auditorium in support of construction to enhance the safety of and access to public infrastructure.

Title III planning is well underway and will focus on the expansion of course offerings campus wide utilizing alternative delivery methods for strengthening student services capabilities at the Outreach Centers. The total amount being request is approximately $2 million. It is anticipated that this proposal will be due to the Department of Education in June.

NIC is also in the process of developing a federal grant proposal through the Department of Labor which will address the training and education needs of the local aerospace and advanced manufacturing industries. The total amount being requested is approximately $2.5 million. The proposal will be submitted in late May.

**Development & Foundation**
February focused on the North Idaho College “Employee Giving Campaign.” Over 300 employees registered to show their support through this year’s campaign, which ended on February 29, and for which participation reached a record breaking 59%. Employee giving has doubled in the past four years, and more than $44,500 was raised through cash receipts, new pledges, and Really BIG Raffle ticket purchases. Of the 251 employees who made a gift, 40 were new donors and 32 new raffle buyers. Over 50 incentive prizes were awarded to participants!

Really BIG Raffle promotions have officially begun, with 8,000 flyers mailed to homes in February. Five hundred tickets have been sold to date. The Carpentry Program students are doing a fabulous job constructing this year’s home, which is located in Coeur d’Alene Place. Visit the website at www.nic.edu/rbr for more information about open houses and the monthly incentive prizes for ticket buyers!

**Alumni Relations**
Alumni Relations and the Alumni Association continue to strategically build relationships with NIC alumni and retirees through various outreach opportunities and communications, including their soon-to-be released Alumni Connection newsletter that will be mailed to nearly 2,300 Alumni Association members and available online as well. They are busy seeking applicants for their 2012-13 scholarship awards, planning the spring phone-a-thon, retiree luncheon, and commencement season support activities.

**Community Relations & Marketing**
NIC was the sponsor of the Coeur d’Alene Chamber of Commerce 100th birthday celebration on March 1, 2012. Each month (for 10 months) the Chamber holds a 100-minute celebration commemorating a particular decade as part of their centennial observance. NIC took the 50s and we went all out! Students from our Culinary Arts program catered the event with period specific food such as root beer floats, slider hamburgers, and other “drive-in” type foods. Students from our drama/theatre programs came in and gave a raucous performance of a swing/rock-a-billy dance that the crowd simply loved. We had hula-hoop contests and more plus
great give-a-ways. When it was all done, our effort was widely lauded as “the best yet” and that
all those who are sponsoring in future months “have a very high bar/standard set.” A great job
by all involved.

On March 17 Community Relations will be a major part of annual North Idaho Spelling Bee in
Schuler Auditorium. More than 100 students from 55 schools representing all five northern
Idaho counties and their families (and supporters) will be here on campus.

Staff has been working diligently to revamp and launch new webpages on what we call “third
tier” pages. Third tier pages are those that are a minimum of three clicks deep on our site. We’re
also gearing up for the publication of the course catalogue both in print and online.

Legislative Update
The full House has passed H0600, the appropriation for Professional Technical Education for
FY 2013. The bill reflects an approximate increase of 3.8% but when you back out the one time
money, the net increase is closer to 2.9% overall in PTE funding, most of that coming in the
form of Change in Employee Compensation at 2%. Base to base it is pretty much level year to
year. The appropriation passed the House 61-5-4. Locally Barbieri and Harwood and McMillian
voted against the bill, with Henderson absent/excused. The full Senate passed the appropriation
late Thursday, March 8 by a vote of 32-0-3. The bill now goes to the Governor for his signature.

The Joint Finance/Appropriations Committee passed the Community College budget out of
committee on a 17-0-3 unanimous “do pass” recommendation.

H0562, the urban renewal bill has passed out of House Rev/Tax and passed the full House. It
now sits in the Senate Local Gov/Taxation committee. This legislation prevents the increment
for community colleges from being captured by the Revenue Allocation Area. According to
LCDC, there is no impact to NIC. We have remained somewhat quiet on this issue and will be
monitoring where it goes on the Senate side. The chairman of the Local Gov/Tax committee,
Sen. Tim Corder of Mountain Home has repeatedly indicated he has no intention of hearing any
bill dealing with urban renewal this session.

H0385 which changes how liquor funds are distributed to the Community Colleges was signed
into law by the Governor on March 2. H0385 now directs the state liquor dispensary to send
directly to the community colleges their appropriate share quarterly (bypassing the SBOE).

There is still no mention or introduction of a bill for weapons on campus.

Senate and House leadership were quoted this week as saying they see no reason they cannot
adjourn sine die on March 23.

There will be a significant change in the makeup of both the House and the Senate after the
November 2012 election. As March 8, 2012, 10 of 35 current Senators will change and 23 of 70
House members are either retiring or running for now open seats in the Senate. Again, as of this
writing, we will need to work to nurture relationships with whomever the new chairman of the
House Education committee will be as Rep. Nonini will run for the Senate and Vice-Chair Mack
Shirley of Rexburg has indicated he intends to retire. Both co-chairs of JFAC have indicated
they will run to retain their seats as well as leadership in both bodies with the exception of Rep.
Brian Cronin (D) of Boise, the House Minority Leader who is not seeking re-election. He is also
a member of the House Education Committee.
Meetings
The following is an overview of meetings and events that I attended over the past month:

Feb 21  Employee Day – Professional Development activities for all NIC employees
Constituent Leaders meeting

Feb 24  Met with Sue Flammia and Mike Dodge about Art on the Green matters
Rotary

Feb 25  Men’s and Women’s basketball vs. College of Southern Idaho

Feb 27  Recorded March NIC Today TV Show
CASA Board meeting

Feb 28-29  Attended Idaho Economic Summit in Boise

Mar 1  Foundation Board meeting
Fundraising meeting
Math Engineering and Science Division meeting
Jay Lee’s farewell reception
Coeur d’Alene Chamber 100th anniversary reception

Mar 2  Visited the Workforce Training Center to tour newly remodeled areas

Mar 6  Jobs Plus Board meeting
Presented Sterling Silver Award to March’s employee of the Month, Felicia Hopkins, Children’s Center teacher
Met with Meet and Confer Committee to review with them my response to their requests for FY13.

Mar 7  Visited and toured Allied Health area

Mar 8  Met with Title III Planning Consultant Mike Gaudette

Mar 9-13  American Council on Education annual conference in Los Angeles

Mar 14  Met with Tony Berns and others for discussion on next phase of River Road construction.

Upcoming meetings:
Mar 15  Violence Prevention Center fundraising breakfast
Discuss RIF Proposal with members of Faculty Senate
Participating in enrollment lottery at Coeur d’Alene Charter Academy
Opera Coeur d’Alene Board meeting
Mar 20  Post Falls Chamber - Taking Care of Business Luncheon – Featured speaker Jeff Sayer of the Idaho Department of Commerce
Monthly Education Corridor meeting with city
Jeff Sayer dinner at Coeur d’Alene Resort

Mar 21  Introduction meeting for Tom Murn of Frontier Communications with Coeur d’Alene Rotary President
Presenting Reverse Job Fair Scholarships
CASA Executive Session conference call
PTK Induction Ceremony

Mar 22  Constituent Leader meeting

Mar 23  Visit Charles Buck at University of Idaho Coeur d’Alene to introduce Jim Perez
Rotary

Mar 26-30  Possible jury duty

Mar 27  Booster Club luncheon

Mar 30  Rotary
Spokane Symphony production of Night at the Opera

Apr 2  Record NIC Today TV show

Apr 3  Presidents’ Council meeting via video conference

Apr 4  NIC Wind Symphony’s production of Shades of Life

Apr 5  Foundation Board meeting
Semi Annual retiree luncheon hosted by Alumni Association

Apr 6  Rotary

Apr 9  Record NIC Today TV show

Apr 10 Jobs Plus annual meeting and luncheon
6:15 p.m.

**CONVENE BOARD MEETING**

**CALL TO ORDER**
- Pledge of Allegiance
- Verification of Quorum/Introduction of Guests
- Minutes Review/Approval
- Public Comment
- Celebrating Success: Smart Growth Award

**SPECIAL REPORTS**
- KTEC

**CONSTITUENT REPORTS**
- Staff Assembly
- Faculty Assembly
- Senate
- ASNIC

**EXECUTIVE REPORTS**
- Vice President for Resource Management
- Vice President for Instruction
- Vice President for Community Relations and Marketing
- Vice President for Student Services
- College President

**NEW BUSINESS**
- Tab 1: First reading: Policy 3.08.01 and 3.08.02
- Tab 2: College Calendars for Academic Years 2017-18 and 2018-19
- Tab 3: Resolution: Ground Leases with Dormitory Housing Authority

**OLD BUSINESS**
- Tab 4: Second Reading – Revised Attendance Policy #5.14

**INFORMATION ITEMS**
- Legislative Session Update
REMARKS FOR THE GOOD OF THE ORDER*

ADJOURN

EXECUTIVE SESSION
Idaho Code Sections 67-2345 (a), (b)

* Remarks are subject to NIC Policy and Procedure 2.01.03. Copies are available from the President’s Office and at each board meeting.

** Executive sessions may be called for the purposes of considering hiring a candidate for public employment; considering the evaluation, dismissal, or disciplining of a public employee; conducting deliberations concerning labor negotiations or to acquire an interest in real property not owned by a public agency; advising its legal representatives in pending or probable litigation or considering preliminary negotiations in matters of competitive trade or commerce with governing bodies in other states or nations.
SUBJECT
Executive Session

BACKGROUND
From time to time the board will find it necessary to adjourn to executive session.

DISCUSSION
When an executive session is required, a number of specific steps must be taken. These steps are:

2. Cite one or more specific subsections in the code section.
3. Approve a motion to adjourn by two-thirds, roll call vote.
4. Take no action and make no final decisions in executive session.

COMMITTEE ACTION
Roll call vote of the members of the board of trustees with a two-thirds majority is necessary to adjourn to executive session.

FINANCIAL IMPACT
None.

REQUESTED BOARD ACTION
A motion under Idaho Code Section 67-2345 subsection:

_____ (a) To consider hiring a public officer, employee, staff member or individual agent;
_____ (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent;
_____ (c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency;
_____ (d) To consider records that are exempt from disclosure as provided in Chapter 3, Title 9, Idaho Code
_____ (e) To consider preliminary negotiations involving matters trade or commerce in which the governing body is in competition with governing bodies in other states or nations;
_____ (f) To consider and advise its legal representatives in pending litigation or where there is a general public awareness of probable litigation;

Moved by ________ Seconded by ________ Carried: Yes _______ No ______

Roll call:
_____________ Armon
_____________ Meyer
_____________ Vieselmeyer
_____________ Howard
_____________ Wood
CALL TO ORDER AND VERIFICATION OF QUORUM
Chair Mic Armon called the meeting to order at 4:10 p.m. and verified that a quorum of the board was present.

ATTENDANCE
Trustees: Mic Armon
          Judy Meyer
          Ron Vieselmeyer
          Ken Howard
          Christie Wood

EXECUTIVE SESSION
Motion was made by Trustee Meyer, seconded by Trustee Wood, to go into executive session under Idaho Code § 67-2345(a) for the purpose of considering hiring a public officer, employee, staff member or individual agent and (b) to consider the evaluation of a public officer, employee, staff member or individual agent. Roll call vote was taken as follows:

Mic Armon   aye
Judy Meyer   aye
Ron Vieselmeyer aye
Ken Howard   aye
Christie Wood aye

At 5:58 p.m. motion was made to return to open session by Trustee Meyer, seconded by Trustee Vieselmeyer. Chair Armon recessed the meeting to reconvene in the Lake Coeur d’Alene Room.

CALL TO ORDER AND VERIFICATION OF QUORUM
Chair Mic Armon called the meeting to order at 6:04 p.m. and verified that a quorum of the board was present.

ATTENDANCE
Trustees: Christie Wood
          Judy Meyer
          Ron Vieselmeyer
          Ken Howard
          Mic Armon

Also present: Priscilla Bell, President
              Marc Lyons, Attorney for North Idaho College
              Mark Browning, Vice President for Community Relations and Marketing
Chair Armon led the board and meeting attendees in the Pledge of Allegiance. He then welcomed attendees to the meeting.

**APPROVAL OF MINUTES**
Chair Armon called for remarks regarding the meeting minutes.

Motion was made by Trustee Wood and seconded by Trustee Meyer to approve the minutes of the meeting held December 20, 2011, the meeting held December 21, 2011 and the meeting held January 12, 2012. The motion carried unanimously.

**PUBLIC COMMENT**
None.

**CELEBRATING SUCCESS**
Director of Institutional Effectiveness Ann Lewis demonstrated a website she is developing for use on the NIC portal to help in NIC’s accreditation process. Following her presentation, VP Jay Lee informed the board that Ann serves in officer roles for two regional institutional research organizations and she is recognized as a leader in this field.

**CONSTITUENT REPORTS**

**ASNIC**
ASNIC President Chloe Van Zandt reported that four new senators had joined ASNIC in January. She next reported on her participation in the legislative luncheon in Boise in January and she reported that since the December board meeting, she has met with VP Lee to discuss a more productive way for students to use teacher evaluations. She finished by reporting on some other ASNIC projects.

**Staff Assembly**
Vice Chair Garry Stark reported that a discussion on tuition reimbursement took place at their last meeting. He next reported on Employee Day and stated that feedback had been good. He finished by wishing VP Lee well as he leaves NIC. Trustee Wood asked about the dollar amount allocated for tuition reimbursement and professional development for staff. Dr. Bell responded that the amount allocated for professional development had been fairly stagnant over the years and she added that the FY13 budget proposal will include increases and funds specifically for faculty and staff tuition reimbursement.

**Faculty Assembly**
Chair Kathie O’Brien reported that faculty had expressed concerns with the concurrent loss of Dr. Bell and two vice presidents, and that they expressed the importance of looking carefully at who is being selected as the next president. She next reported that faculty appreciated and enjoyed Employee Day and she expressed faculty’s concern about the potential loss of tuition waivers for family members as they felt those had always been used as an effective recruiting tool.
Senate
Chair Joe Jacoby reported that Senate passed the Attendance Policy for a second reading during their January meeting and they passed policy 3.08.01 for a second reading during their February meeting. He expressed Senate’s appreciation of the long range visioning and planning and stated that education is an experience rather than a product. He finished by wishing Vice Presidents Lee and Nord well.

EXECUTIVE REPORTS
Vice President for Resource Management
VP Ron Dorn reported that because the college maintains policies and procedures covering a discriminatory workplace and vehicle usage, the college’s insurance carrier has allowed a five percent discount on our liability insurance. He stated that this discount amounts to an approximate savings of $12,000 per year.

Vice President for Instruction
VP Jay Lee took this opportunity to thank Dr. Bell and the board for the opportunity to serve at North Idaho College. He thanked the faculty, division chairs and deans and expressed his pleasure with being able to work with them.

Members of the board and Dr. Bell expressed their appreciation for Jay and wished him well.

Vice President for Community Relations and Marketing
VP Mark Browning opened by thanking his staff for their work in support of Employee Day. He next reported that NIC is sponsoring the March 1 Chamber of Commerce 100th Anniversary event and he hopes trustees will plan to attend. He reported on several other upcoming community and college events that his staff is supporting or hosting.

Trustee Howard asked about the college’s outreach for veterans in light of the recent national attention on for profit colleges’ targeting of veterans. A brief discussion took place.

Vice President for Student Services
VP Sheldon Nord reported on a newly adopted program review process in Student Services whereby each department is reviewed and evaluated with the goal of continuous improvement.

College President
Dr. Bell reminded trustees about the farewell reception for VP Lee on March 1 and she announced that she has hired Dr. Jim Perez as an interim replacement for the vice president of instruction. She provided some details about Dr. Perez’ background and let the board know he would begin on March 5 for a six month term.

She next announced that NIC student Charles Clemons had finished in the top 10 out of 800 entries in an essay contest held by the National Institute for Staff and Organizational Development. His essay was about his experience at NIC and the support and encouragement he had received from his advisor and instructor Kateri Ray.

Dr. Bell finished her report by discussing Employee Day and some items from the recent legislative summit sponsored by ACCT in Washington, DC. She also let trustees know about some items for their calendars.
NEW BUSINESS

Revised Attendance Policy #5.14
VP Jay Lee presented the revised attendance policy for a first reading. He pointed out that revisions bring the policy up to date with the Department of Education’s requirements for attendance and how the process is managed at North Idaho College. No action was taken.

Official Spring Enrollment
VP Sheldon Nord presented enrollment figures for spring semester 2012. He highlighted that headcount had decreased by .1% from spring 2011 and FTE enrollment decreased by 1.2% compared to spring 2011. There was some discussion on factors that may lead to decreasing enrollments and what the college can do to improve recruitment and retention.

Trustee Howard requested that information on non-credit enrollment be provided regularly as a part of the enrollment report to show how the community is utilizing NIC.

OLD BUSINESS

NIC Mission, Vision and Values
VP Jay Lee presented the statements for a second reading. He and VP Nord also presented an updated communications plan for disseminating the statements to the community and college wide.

Motion was made by Trustee Howard to approve the statements as presented. The motion, seconded by Trustee Vieselmeyer, carried unanimously.

NIC Head Start Semi Annual Report
VP Ron Dorn introduced Head Start Director Beth Ann Fuller. Fuller provided a brief review of the documents being presented to the board for a second reading.

Trustee Meyer asked if the college had responsibility for any administrative costs for Head Start. VP Dorn responded that some administrative overhead is covered by the college, but it is a small allocation.

Motion was made by Trustee Howard to approve the Head Start Policy Council By-laws. The motion, seconded by Trustee Wood, carried unanimously.

Motion was made by Trustee Howard to approve the Head Start Annual Report. The motion, seconded by Trustee Wood, carried unanimously.

Motion was made by Trustee Howard to approve the Head Start Service Plans. The motion, seconded by Trustee Wood, carried unanimously.
INFORMATION ITEMS

Quarterly Budget Review
VP Dorn reviewed the FY12 revenue and expenditures through December 31 and forecasted figures through February 1.

Trustee Wood requested a status of the expenditures approved by the board in the fall from the $1.8 million state surplus. VP Dorn responded that a status report would be provided.

Legislative Session Update
VP Mark Browning provided an update of legislative activities including the current status of HB 562 on urban renewal, JFAC’s upcoming vote on the community college appropriation bill, the Governor’s recommendation about enrollment workload adjustment and HB 385 which changes the way liquor funds are dispersed to community colleges. A brief discussion took place about HB 562.

BOARD CHAIR REPORT
Chair Armon relayed that the board is in the process of selecting a new president for the college and he stated that they are aware of the concerns of the college community because of the uncertainty with losing the president and two vice presidents.

REMARKS FOR THE GOOD OF THE ORDER
Trustee Howard commented that the board is aware of the college’s culture and they are committed to maintaining that culture as the presidential search committee works through the selection process.

Chair Armon adjourned the meeting at 8:20 p.m.

EXECUTIVE SESSION
At 8:25 p.m. Motion was made by Trustee Meyer, seconded by Trustee Wood, to go into executive session under Idaho Code § 67-2345(a) for the purpose of considering hiring a public officer, employee, staff member or individual agent. Roll call vote was taken as follows:

Mic Armon   aye
Judy Meyer   aye
Ron Vieselmeyer   aye
Ken Howard   aye
Christie Wood   aye

At 10:55 p.m. motion was made to return to open session by Trustee Meyer, seconded by Trustee Wood. At 10:59 p.m. Chair Armon adjourned the meeting.
CALL TO ORDER AND VERIFICATION OF QUORUM
Chair Mic Armon called the meeting to order at 3:35 p.m. and verified that a quorum of the board was present.

ATTENDANCE
Trustees: Mic Armon
          Judy Meyer
          Ron Vieselmeyer
          Ken Howard

EXECUTIVE SESSION
Motion was made by Trustee Meyer, seconded by Trustee Vieselmeyer, to go into executive session under Idaho Code § 67-2345(a) for the purpose of considering hiring a public officer, employee, staff member or individual Roll call vote was taken as follows:

Mic Armon     aye
Judy Meyer    aye
Ron Vieselmeyer aye
Ken Howard    aye

At 5:00 p.m. motion was made to return to open session by Trustee Meyer, seconded by Trustee Vieselmeyer. Chair Armon adjourned the meeting.

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Board of Trustees Chair            Board of Trustees Secretary
SUBJECT
First Reading: Policy 3.08.01 Rules of Use and Privacy and Policy 3.08.02 Electronic Mail

BACKGROUND
These policies were first implemented in 1996 and 1999 respectively. They have been revised because the criticality of information services provided has changed over the last decade. Examples of best practices from other colleges were considered in the revisions and language was updated and procedural conformance created so that these policies have a well understood, positive impact.

DISCUSSION

Key Updates to Electronic Mail – 3.08.02
1. Emphasized that email systems are provided resources for official communications.
2. Added language to allow the common practice of email redirection while limiting college liability.
3. Added non-allowed uses: messages not conforming to laws; non-college PR and fund raising; statements inciting violence/weapons use) to conform to State of Idaho statutes and policies.
4. Defined college email transmissions as “record copies” to clarify that email is used as a system of convenience as recommended by the Idaho State Archivist.
5. Removed a reference to the Rules of Use and Privacy Policy allowing each policy to stand alone for ease of future updates.

Key Updates to Rules of Acceptable Use and Privacy – 3.08.01
1. Current terminology (network, information, technology, etc.).
2. Recognize internet bandwidth as a shared resource.
3. Emphasized the importance of protecting passwords.
4. Matched access privileges to student or employee role to aid in enforcement clarity.
5. Removed communications systems references then added and/or updated these in Email policy.

COMMITTEE ACTION
Both policies have past first and second reading in Senate and have been reviewed by President’s Cabinet.

FINANCIAL IMPACT
None.

REQUESTED BOARD ACTION
This is a first reading and no action is necessary at this time.

Prepared by
Steve Ruppel
Director of Information Technology
NIC strives to provide all computer users on the NIC campus with privacy and a fair share of technical resources of information technology at the college with privacy and adequate resources. All computer network users have the responsibility to use the NIC computer resources—technology resources—in an efficient, effective, ethical and lawful manner consistent with the rules and regulations of the college and local, state and federal statutes. North Idaho College does not necessarily endorse the viewpoints or vouch for the accuracy or authenticity of electronic information.

NIC has an obligation to respect academic freedom, and protect the privacy of a user's files, electronic mail, and printer listings to the best of its ability. Thus the college seeks to protect computer-based information, recognized as a primary administrative, educational and research asset, from accidental or intentional unauthorized modification, misuse, destruction, disruption, or disclosure. In order to make every reasonable effort to protect the integrity of its computing systems, the college will exercise its responsibility to monitor its computing resources for performance, security, cost effectiveness, and reliability. Thus, computer-network users will be governed by the following provisions:

1. Will abide by all software licenses, NIC copyright and intellectual property policies and applicable federal and state laws.
2. Will safeguard one's user identification and passwords and will not compromise systems security by providing passwords to others or exposing them to public view.

3. Will not intentionally seek, provide or modify information in or obtain copies of files, programs, or passwords belonging to other computer network users without appropriate permission. Individuals, who intentionally abuse accounts and privileges, degrade system performance, misappropriate computer resources or interfere with the operation of the computer and/or telecommunication facilities are subject to disciplinary action.

4. Will not use electronic communications for the unauthorized transmission of commercial or personal advertisements, solicitations, promotions, destructive programs, (e.g. viruses), and/or campaign material. Will use the privilege of access to network resources in accordance with their status as students established by the Registrar or as employees established by the Human Resources office.

5. Will not connect to other systems through the network unless properly authorized by the owners of those systems.

6. Will share resources, such as disk space, CPU cycles, internet bandwidth, printer queues, batch queues, log in sessions, software licenses, etc. and will cease or curtail activities that are unduly resource intensive.

7. Will not intentionally develop or use programs that harass other computer users or that infiltrate the system and/or damage the software or hardware components of the system.

8. Will not use the electronic communication system for fraudulent, harassing, obscene, intimidating, or unlawful messages.

Use of information technology not in accordance with this policy may result in actions determined by the associated procedure including suspension and termination of network use privileges, disciplinary action and/or in some cases, legal action.
Policy Narrative

North Idaho College provides computing resources that enable electronic mail (e-mail) communication by students, faculty, and staff. The use of electronic mail is expected and encouraged to facilitate the exchange of useful information in support of the college mission. Members of the college community are expected to use the privilege of electronic communications in a responsible and ethical manner.

The following policy provisions cover the use of North Idaho College electronic mail:

1. **Ownership of Electronic Mail System**
   Electronic mail systems at North Idaho College are college-owned and provided facilities. Electronic mail is an official means for communication at the college. Therefore, the college has the right to send communications to users via electronic mail and the right to expect that those communications will be received and read in a timely fashion. The college reserves the right to operate the email system as needed for its educational and administrative services.

2. **Allowable Use**
   Electronic mail at NIC must be related to college business including academic pursuits. The use of email for teaching and learning is encouraged. Incidental and occasional

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<thead>
<tr>
<th>Impact Area - Dept Name</th>
<th>General Subject Area</th>
<th>Specific Subject Area</th>
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<tbody>
<tr>
<td>Employees</td>
<td>Computing Resources</td>
<td>Electronic Mail (Email)</td>
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<tr>
<td>Author:</td>
<td>Steve Ruppel, Dir. Information Technology</td>
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<td>Supersedes Policy #</td>
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**Relates to Procedure #** 3.08.02

**Impact:**
All employees and students

**Legal Citation (if any):**

*North Idaho College*
personal use of electronic mail may occur when such use does not increase costs for
the college. Such incidental use is subject to the provisions of this policy.

Users of electronic mail may redirect communications to another e-mail address but will
retain the responsibility to monitor official communications. The college will not be
responsible for the handling of forwarded e-mail by other e-mail systems.

3. Uses Not Allowed
Electronic mail shall be used in an ethical and responsible manner. Sending and/or
forwarding electronic mail for the following uses is prohibited:

- Use to threaten, harass, or intimidate others.
- Use to conduct non-college supported fund raising or public relations activities.
- Use to transmit statements to incite violence or promote the use of weapons.
- Use for purposes prohibited by law, regulation, or NIC policy.
- Use to send email to appear to be from someone else ("spoofing").
- Use to violate the privacy of any student or employee.
- Use to assist in breaching computer system security.
- Use to conduct private business operations not connected with college projects.
- Use for electoral or issue-oriented political campaigning.
- Use to send large volumes of unsolicited electronic mail ("spam") across
  systems.

4. Message Monitoring
NIC respects the privacy of electronic mail users. It does not wish to inspect or monitor
electronic mail routinely or to be the arbiter of message content. However, messages
and data stored on the college’s computers may be accessed at any time for these
purposes:

- Complying with legal requests for information.
- Rerouting or disposing of undeliverable mail.
- Maintenance of computer system security.
- Investigating reports of violation of policy or law.
- Troubleshooting hardware and software problems.

5. Message Retention
The nature of digital messages makes them difficult to rely upon as a permanent
record. E-mail communications at the college are not considered to be “record copies”
and are transitory, held for convenience, and may be deleted.

However, the user of electronic mail should be aware that messages may or may not be
permanent. Also, the confidentiality of any message should not be assumed. Even when
a message is deleted, it may be possible to retrieve and read that message. The college
reserves the right to retrieve messages for all lawful purposes.
The policy provisions concerning electronic communications in Board of Trustees Policy # 3.08.01 and this policy are in conformance with each other.
SUBJECT
First Reading: College Calendar, Academic Year 2017-18 and 2018-19.

BACKGROUND
The North Idaho College Calendar Committee has prepared the 2017-18 and 2018-19 calendars. See Attachments A and B.

DISCUSSION
NIC’s instructional calendar includes two 17-week semesters. A semester is comprised of 16 weeks of instruction and one week of final exams. The proposed calendar includes all holiday closures as well as those dates when the college is open but classes are not in session.

These dates were vetted by the Calendar Committee. There are no major departures from the current operating timeline in this new calendar.

COMMITTEE ACTION
The College Senate is being provided this calendar as an information item.

FINANCIAL IMPACT
None

REQUESTED BOARD ACTION
None. This is a first reading.

Prepared by
Sheldon C. Nord, Ph.D.
Vice President for Student Services
May 2017
4  Last day of regular classes
5  Curriculum Day – classes not in session
8-11 Final exams
12  Commencement
15  Summer sessions I and II begin
16  Final grades for spring due
29  Memorial Day - campus closed

June 2017
5  Summer session III begins
8  Summer session I ends
13  Summer session I final grades due
30  Last day to withdraw from Summer session III courses or college

July 2017
4  Independence Day - campus closed
6  Summer session II ends
11  Summer session II final grades due
17  Summer session IV begins
28  Summer session III ends

August 2017
1  Summer session III final grades due
10  Summer session IV ends
15  Summer session IV final grades due
15  Faculty returns to campus
21  Fall semester begins

September 2017
4  Labor Day - campus closed

October 2017
2  Last day to remove incompletes for spring ’17 & summer ’17
9-13  Mid-term exams
17  Mid-term grades due
24  Advising Day - day classes not in session

November 2017
3  Last day to withdraw from semester-length fall courses or college
22-24  Thanksgiving Break - campus closed
December 2017
7  Last day of regular classes
8  Curriculum Day – classes not in session
11-14  Final exams
19  Final grades due
25  Christmas Day - campus closed
26-29  Holiday Break - campus closed

January 2018
1  New Year’s Day - campus closed
2  Faculty returns to campus
8  Spring semester begins
15  Martin Luther King Day - campus closed

February 2018
19  Presidents’ Day - campus closed
20  Employee Development Day – classes that meet 4 p.m. or later are in session
20  Last day to remove incompletes for fall ’17
26-28  Mid-term exams begin

March 2018
1-2  Mid-term exams continue
6  Mid-term grades due
23  Last day to withdraw from semester-length spring courses or college
26-30  Spring Break - classes not in session

April 2018
5  Advising Day - day classes not in session

May 2018
3  Last day of regular classes
4  Curriculum Day – classes not in session
7-10  Final exams
11  Commencement
14  Summer sessions I & II begin
15  Final grades for spring due
28  Memorial Day - campus closed

Rev. 03/07/12
May 2018
3  Last day of regular classes
4  Curriculum Day - classes not in session
7-10 Final exams
11  Commencement
14  Summer sessions I and II begin
15  Final grades for spring due
28  Memorial Day - campus closed

June 2018
4  Summer session III begins
7  Summer session I ends
12  Summer session I final grades due
29  Last day to withdraw from Summer session III courses or college

July 2018
4  Independence Day - campus closed
5  Summer session II ends
10  Summer session II final grades due
16  Summer session IV begins
27  Summer session III ends
31  Summer session III final grades due

August 2018
9  Summer session IV ends
14  Summer session IV final grades due
14  Faculty returns to campus
20  Fall semester begins

September 2018
3  Labor Day - campus closed

October 2018
1  Last day to remove incompletes for spring ’18 & summer ’18
8-12 Mid-term exams
16  Mid-term grades due
23  Advising Day - classes that meet 4 p.m. or later are in session

November 2018
2  Last day to withdraw from semester-length fall courses or college
21-23  Thanksgiving Break - campus closed
### December 2018
- 6  Last day of regular classes
- 7  Curriculum Day - classes not in session
- 10-13 Final exams
- 18  Final grades due
- **25**  Christmas Day - campus closed
- **26-31**  Holiday Break - campus closed

### January 2019
- **1**  New Year’s Day - campus closed
- 2  Faculty returns to campus
- 7  Spring semester begins
- **21**  Martin Luther King Day - campus closed

### February 2019
- **18**  Presidents’ Day - campus closed
- 19  Employee Development Day - classes that meet 4 p.m. or later are in session
- 19  Last day to remove incompletes for fall ’18
- 25-28 Mid-term exams begin

### March 2019
- 1  Mid-term exams continue
- 5  Mid-term grades due
- 22  Last day to withdraw from semester-length spring courses or college
- **25-29**  Spring Break - classes not in session

### April 2019
- 4  Advising Day - classes that meet 4 p.m. or later are in session

### May 2019
- 2  Last day of regular classes
- 3  Curriculum Day - classes not in session
- 6-9  Final exams
- 10  Commencement
- 13  Summer sessions I and II begin
- 14  Final grades for spring due
- **27**  Memorial Day - campus closed

Rev. 03/07/12
SUBJECT
Resolution of the Board of Trustees of North Idaho College authorizing the execution of the amended and restated agreement for Student Union Building revenues, student dormitory revenues, and Student Union fees between the College and the Dormitory Housing Commission, and approving a ground lease between the College and the Dormitory Housing Commission.

BACKGROUND
North Idaho College previously entered into an Agreement for Student Union Building Revenues, Student Dormitory Revenues, and Student Union Fees effective June 25, 2008, by and between the College and the Dormitory Housing Commission. This set forth the agreement between the College and Commission as to their roles and duties with respect to the operation of the Student Union Building and the student dormitory housing building, and the collection and use of the rents, charges, fees and other revenues derived from such buildings.

DISCUSSION
In connection with the Commission’s proposed issuance of its Student Fee Revenue Refunding Bonds, Series 2012, to refund certain outstanding obligations of the building, the College and Commission desire to amend and restate the 2008 Agreement in the form of the Amended and Restated Agreement for Student Union Building Revenues, Student Dormitory Revenues and Student Union Fees (the “Amended and Restated Agreement”) presented to the board of trustees.

COMMITTEE ACTION
None.

FINANCIAL IMPACT
While this action has no direct impact on the college’s general fund, it will have a direct impact on Auxiliary Services operations of the college. This action is estimated to save approximately $2,000,000 (two million dollars) in bond principal and interest payments over the next ten years.

REQUESTED BOARD ACTION
Although this is the first reading, it is requested that the board consider a motion to approve this resolution, which includes a Ground Lease Agreement, Agreement on Fees, Revenue and Management of Auxiliary Services enterprises under the Dormitory Housing Commission.

Prepared by
Ron Dorn, Vice President for Resource Management
RESOLUTION NO. 2012-01


WHEREAS, North Idaho College, a community college district organized pursuant to the laws of the State of Idaho (the “College”), previously entered into that certain Agreement for Student Union Building Revenues, Student Dormitory Revenues and Student Union Fees effective June 25, 2008 (the “2008 Agreement”), by and between the College and the Dormitory Housing Commission of North Idaho College (the “Commission”) to set forth the agreement between the College and Commission as to their roles and duties with respect to the operation of the student union building (the “Student Union Building”) and student dormitory housing building (the “Student Dormitory Building” and together with the Student Union Building, the “Buildings”) located at the College, and the collection and use of the rents, charges, fees and other revenues derived from such Buildings; and

WHEREAS, the Commission is an independent public body corporate and politic created pursuant to Section 33-2118, Idaho Code, which has heretofore financed and constructed the Buildings and certain improvements thereto, which Buildings are owned by the Commission; and

WHEREAS, the College owns certain real property on which the Buildings are situated; and

WHEREAS, in connection with the Commission’s proposed issuance of its Student Fee Revenue Refunding Bonds, Series 2012, to refund certain outstanding obligations of the Commission previously issued to finance certain improvements to the Student Dormitory Building, the College and Commission desire to amend and restate the 2008 Agreement in the form of the Amended and Restated Agreement for Student Union Building Revenues, Student Dormitory Revenues and Student Union Fees (the “Amended and Restated Agreement”) presented to the Board of Trustees of the College (the “Board”), and attached to this Resolution as Exhibit A; and

WHEREAS, in connection with the Amended and Restated Agreement, the College, as lessor, and the Commission, as lessee, desire to enter into a Ground Lease for the land upon
which the Buildings are constructed and to provide reasonable access thereto to be dated effective __________, 2012 (the “Ground Lease”) presented to the Board, and attached to this Resolution as Exhibit B; and

WHEREAS, there has been presented to the Board (i) the Ground Lease, and (ii) the Amended and Restated Agreement; and

WHEREAS, the Board desires to approve the terms and provisions of the Amended and Restated Agreement and to authorize the execution thereof and to approve entering into a ground lease with the Commission, in a form approved by the President of the College, and to authorize the execution thereof;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. The terms and provisions of the Amended and Restated Agreement between the College and Commission are hereby approved, together with changes to such document as shall not be inconsistent herewith approved by the Chairman of the Board or the President of the College, which approval shall be conclusively evidenced by execution and delivery of the Amended and Restated Agreement by such Chairman or President of the College.

2. The Chairman of the Board of Trustees and the President of the College each are hereby authorized to execute, and the Secretary to the Board is authorized to attest, the Amended and Restated Agreement in the form attached hereto as Exhibit A, and any and all documents and do any and all things determined necessary in order to carry out the intended purposes of this Resolution.

3. The terms and provisions of the Ground Lease between the College and the Commission are hereby approved, together with changes to such document as shall not be inconsistent herewith approved by the Chairman of the Board or the President of the College, which approval shall be conclusively evidenced by execution and delivery of the Ground Lease by such Chairman or President of the College.

4. The Chairman of the Board of Trustees and the President of the College each are authorized to execute, and the Secretary of the Board is authorized to attest, the ground lease in a form approved by the President of the College.

5. All resolutions or parts thereof in conflict herewith, to the extent of such conflict, are hereby repealed.

6. This Resolution shall be in full force and effect immediately upon adoption.

PASSED AND ADOPTED by the Board of Trustees of North Idaho College, Kootenai County, Idaho, this 22nd day of March, 2012.

COMMISSION RESOLUTION - 2
NORTH IDAHO COLLEGE

__________________________________________
Chairman, Board of Trustees

ATTEST:

__________________________________________
Secretary
EXHIBIT A

Amended and Restated Agreement
EXHIBIT B

Ground Lease
GROUND LEASE

THIS GROUND LEASE (this “Lease”) is made and entered into effective __________, 2012, by and between NORTH IDAHO COLLEGE, a community college organized and existing under the laws of the State of Idaho, whose address is 1000 W. Garden Avenue, Coeur d’Alene, Idaho 83814 (referred to hereinafter “Landlord”), and the DORMITORY HOUSING COMMISSION OF NORTH IDAHO COLLEGE, whose address is 1000 W. Garden Avenue, Coeur d’Alene, Idaho 83814 (hereinafter “Tenant”).

For and in consideration of the rental and covenants and agreements hereinafter set forth to be kept and performed by the parties, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises herein described for the term, at the rental and subject to and upon all of the terms, covenants and agreements hereinafter set forth.

1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, that certain real property located in the County of Kootenai, State of Idaho, the legal description of which is set forth on Exhibit “A,” attached hereto and incorporated herein by reference, together with all rights, privileges, easements and appurtenances, if any, in adjoining and adjacent land. As used in this Lease the term “Premises” shall mean the underlying real property plus any easements and appurtenances thereto, exclusive of any improvements now or hereafter located on the Premises, notwithstanding that any such improvements may or shall be construed as affixed to and as constituting part of the real property and without regard to whether such improvements are owned by Landlord or Tenant.

2. Use.

2.1 Permissible Uses. The Tenant owns the student union building and student dormitory housing building situate upon the Premises as part of the facilities operated and maintained by the Landlord, pursuant to that certain Amended and Restated Agreement for Student Union Building Revenues, Student Dormitory Revenues and Student Union Fees dated __________, 2012, between Landlord and Tenant (the “Agreement Regarding Revenues”), and the Premises shall be used for such purposes of the Landlord.

2.2 Intentionally Omitted.

2.3 Compliance With Law. Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with the laws, statutes, zoning restrictions, ordinances or governmental rules or regulations or requirements of any duly constituted public authorities now in force or which may hereafter be enacted or promulgated. Tenant shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar authorities.
body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises.

2.4 **Environmental Laws.** As used herein, “Hazardous Material” means any substance that is or becomes regulated under any federal, state or local statute, ordinance, rule, regulation or other law now or hereafter in effect pertaining to environmental protection, contamination or cleanup (collectively, “Environmental Laws”). Tenant agrees that during the term of this Lease, Hazardous Materials will not be generated, processed, stored, transported, handled or disposed of on the Premises, except in accordance with all Environmental Laws. Tenant shall immediately notify Landlord if it becomes aware of any alleged or actual violation of any Environmental Laws related to the Premises. Tenant will, at its sole expense, take all action necessary to comply with all Environmental Laws (including without limitation, any removal, clean-up, containment and remedial actions). Landlord hereby represents and warrants that no Hazardous Materials have been used on or about the Premises and that Landlord has no knowledge of any action pending or threatened against the Premises with respect to any environmental clean-up, violations or damages.

3. **Term.** The term of this Lease shall commence on ____________, 2012 and shall continue for a period of ninety-nine (99) years, terminating on ________, 2111 (“Initial Term”) unless terminated by the parties as provided herein. Upon repayment in full of the Bonds issued to finance and refinance the student union building and dormitory housing building, the Lease shall be terminable by the Landlord at any time, upon ninety (90) days notice.

4. **Rent.** Tenant shall pay no monetary rent hereunder. Consideration for the lease of the Premises to the Tenant hereunder shall be the provision by the Tenant of the improvements situate on the Premises, consisting of the student union building and student dormitory housing building owned by the Tenant, for the use by Landlord’s students, operation and maintenance thereof pursuant to the Agreement Regarding Revenues.

5. **Utilities.** Pursuant to the Agreement Regarding Revenues and from funds of the student union building and student dormitory housing building, Tenant shall pay prior to delinquency for all water, gas, heat, light, power, telephone, sewage, air conditioning and ventilating, janitorial, landscaping and all other materials and utilities, if any, supplied to the Premises. Tenant shall be responsible for obtaining all necessary sewer and water permits. Tenant shall be responsible for the construction and maintenance of any and all sewer and water facilities to serve any improvements on the Premises.

6. **Taxation.**

6.1 **Payment of Real Property Taxes.** During the term of this Lease, pursuant to the Agreement Regarding Revenues, Landlord shall pay all real property taxes levied against the Premises.
6.2 **Personal Property Taxes.** Pursuant to the Agreement Regarding Revenues, Tenant shall be responsible for and shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant located on the Premises or elsewhere. When possible, Tenant shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Landlord.

7. **Construction.**

7.1 **Tenant’s Development Plans.** Landlord acknowledges and agrees that Tenant may improve the Premises for any use permitted hereunder. Tenant shall be responsible to pull all licenses and permits required under applicable laws. Landlord hereby agrees to cooperate with Tenant in obtaining all necessary permits and licenses, including but not limited to, any necessary sewer and building permits.

7.2 **Improvements.** During the term, Tenant shall have access to the Premises to construct or otherwise make improvements on any part or all of the Premises. Prior to any commencement of construction, Tenant shall provide the plans and specifications detailing the proposed construction (the “**Plans**”) to the Landlord. Within ten (10) days of receipt of the Plans from Tenant, Landlord shall approve or deny such Plans in a writing delivered to Tenant. If Landlord denies the Plans, it shall provide reasonable recommendations for the Plans that Landlord would approve. Failure of Landlord to respond within the ten (10) days of receipt of the Plans will constitute an approval.

7.3 **Completion of Construction and Alteration.** Once any work of construction, alteration or improvement has begun on the Premises, Tenant shall with reasonable diligence, prosecute the same to conclusion. All construction, alteration and work of improvement shall be performed in good and workmanlike manner and shall comply with all applicable governmental permits and laws.

7.4 **Mortgaging Tenant’s Estate.** Tenant shall NOT have the right, at any time during the term of this Lease to mortgage or hypothecate all or any portion of the leasehold estate of Tenant created under this Lease.

7.5 **Liens.** Tenant shall keep the Premises and any improvements thereon free from any liens arising out of work performed, materials furnished or obligations incurred by Tenant, except for liens it is challenging and the such challenges shall be pursued timely, and shall indemnify, hold harmless and defend Landlord from any liens and encumbrances arising out of any work performed or materials delivered by materialmen and for labor of services performed, or goods delivered, at the instance or request of Tenant. Tenant shall defend at its own expense any such suits and shall discharge and satisfy any judgments taken on account of claims of lien filed by mechanics or materialmen for work ordered by Tenant. Landlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law, or which Landlord shall deem proper, for the protection of Landlord and the
Premises, and any other party having an interest therein, from mechanics’ and materialmen’s liens.

7.6 **Surrender of Premises; Title to Improvements.** Fee title to any improvements placed on the Premises by Tenant during the term of this Lease, even though a part of the realty, shall be and remain in Tenant during the term of this Lease. Upon the expiration of the term or termination of this Lease, all improvements then existing upon the Premises, at the option of the Tenant, may be removed from the Premises or become part of the real property and be the property of the Landlord.

8. **Maintenance and Repairs, Alterations and Additions.**

8.1 **Landlord’s Obligations.** Throughout the term of this Lease, Landlord shall keep in good order, condition and repair the Premises and, as agent of the Tenant pursuant to the Agreement Regarding Revenues, shall keep in good order, condition and repair the improvements and except as otherwise provided herein every part thereof, structural or non-structural, and all adjacent sidewalks, landscaping, driveways, parking lots, fences, and signs located adjacent to or included within the Premises, if any.

8.2 **Alterations and Additions.** All underground utilities, at the expiration or earlier termination of the Lease, shall become the property of Landlord and remain upon and be surrendered with the Premises. All Tenant’s Personal property, business and trade fixtures, vaults, cabinetwork, furniture, movable partitions, machinery and equipment, regardless of how affixed to the Premises, shall remain the property of Tenant and may be removed by Tenant at any time during the term.

9. **Insurance.**

9.1 **Liability Insurance.** Landlord shall, pursuant to the Agreement Regarding Revenues, procure and maintain at all times during the term of this Lease a policy of commercial general public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises and appurtenant areas. Landlord shall have the right to provide such insurance coverage pursuant to blanket policies obtained by Landlord provided such blanket policies expressly afford coverage to the Premises, the improvements and to Tenant as required by this Lease.

9.2 **Fire Insurance.** Landlord shall, pursuant to the Agreement Regarding Revenues, maintain on the improvements on the Premises a policy of standard fire and extended coverage insurance with vandalism and malicious mischief endorsements, to the extent of at least full repair or replacement value. The insurance policy shall be issued in the names of Landlord and Tenant. Such policies shall also provide that they will not be cancelled or materially changed except after ten (10) days notice to Landlord and Tenant.
9.3 Insured Casualty - Proceeds Available. If during the term of this Lease, the improvements on the Premises, which include all items owned by Tenant, are damaged or destroyed totally or partially, Tenant shall have the right to determine not to rebuild; provided, however, if Tenant decides not to rebuild, Tenant shall, repay all indebtedness related to the student union building and dormitory housing build and within a reasonable time, totally demolish and remove all improvements located thereon and shall leave the Premises in a clean and safe condition upon the termination of this Lease. If Tenant does not rebuild and provided it demolishes and removes the improvements and leaves the Premises in a clean and safe condition as required above, Tenant shall have the right to terminate this Lease and keep all insurance proceeds available. If Tenant decides to rebuild the improvements located on the Premises, Tenant shall do so in a commercially reasonable and timely manner.

10. Indemnity

10.1 Tenant’s Indemnity. Tenant shall defend and indemnify Landlord and save Landlord harmless from and against any and all suits, actions, damages, claims, penalties, liabilities and expenses in connection with loss of life, bodily or personal injury, property damage or violation of law accruing during the term and to the extent arising from or out of the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaires, including but not limited to Tenant’s obligations under paragraph 2.4 hereof. In no event will Tenant be liable for such damages caused by the negligence of Landlord, their agents, contractors, employees, servants, invitees, licensees. This section shall survive termination of this Lease.

Landlord shall defend and indemnify Tenant and save Tenant harmless from and against any and all suits, actions, damages, claims, penalties, liabilities and expenses in connection with loss of life, bodily or personal injury, property damage or violation of law accruing during the term and to the extent arising from or out of the occupancy or use by Landlord of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Landlord, its agents, contractors, employees, servants, invitees, licensees or concessionaires. In no event will Landlord be liable for such damages caused by the negligence of Tenant, other tenants or their agents, contractors, employees, servants, invitees, licensees. This section shall survive termination of this Lease.

11. Condemnation.

11.1 Definitions. The following words and phrases shall have the following meanings for the purposes of this paragraph:

(a) “Condemnation” means (i) the exercise of any governmental power, whether by legal proceedings or otherwise, by a condemnor, and (ii) a voluntary sale or transfer by Landlord to any condemnor, either under threat of condemnation or while legal proceedings are pending.
(b) "Award" means all compensation, sums, or anything of value awarded, paid or received on a total or partial condemnation.

(c) "Condemnor" means any public or quasi-public authority, or private corporation or individual, having the power of condemnation.

11.2 Condemnation. If, during the term, there is any condemnation of all or more than fifty percent (50%) of the Premises, Tenant may terminate this Lease upon thirty (30) days written notice to Landlord.

11.3 Distribution of Award. The condemnation award shall be apportioned between Landlord and Tenant as follows:

(a) For the Tenant: that amount of said award attributable to the value for the improvements then existing on the Premises created by Tenant, the value of any trade fixtures and equipment, and severance damages. Such proceeds shall be applied first to repay all indebtedness related to the student union building and dormitory housing building.

(b) For Landlord: the remainder of said award.

12. Assignment and Subletting.

12.1 Assignment. Tenant shall not have the right at any time during the term of this Lease to assign, sell, or otherwise transfer Tenant’s interest in whole or in part of this Lease.

12.2 Right to Sublet. Tenant shall not have the right at any time during the term hereof to sublet all or any part or parts of the Premises, without the prior written consent of Landlord.


13.1 Default by Tenant. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

(a) Any failure by Tenant to pay any monetary sums required to be paid hereunder, where such failure continues for thirty (30) days after written notice thereof.

(b) A failure by Tenant to observe and perform any provision of this Lease to be observed or performed by Tenant, where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.
13.2 Remedies. In the event of any default or breach by Tenant described in paragraph 13.1, Landlord may at any time thereafter, with or without notice and demand and without limiting Landlord in the exercise of any right or remedy at law or in equity which Landlord may have by reason of such default or breach:

(a) Maintain this Lease in full force and effect and recover the monetary charges as they become due, without terminating Tenant’s right to possession, irrespective of whether Tenant shall have abandoned the Premises. In the event Landlord elects not to terminate the Lease, Landlord shall have the right to attempt to re-let the Premises at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Premises as Landlord deems reasonable and necessary without being deemed to have elected to terminate the Lease including removal of all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. In the event any such re-letting occurs, this Lease shall terminate automatically upon the new Tenant taking possession of the Premises. Notwithstanding that Landlord fails to elect to terminate the Lease initially, Landlord at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default by Tenant.

13.3 Default by Landlord. Landlord shall not be in default unless Landlord fails to perform the obligations required of Landlord within thirty (30) days after written notice specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord’s obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) days period and thereafter diligently prosecutes the same to completion. If Landlord shall be in default on its obligations under this Lease to pay any sum of money or to perform any other act hereunder and if such default is not cured as provided herein, Tenant may, but shall not be obligated to make any such payment or perform any such act on Landlord’s part without waiving its right based upon any default of Landlord and without releasing Landlord from any obligations hereunder and any payments or costs incurred thereby by Tenant shall be reimbursed by Landlord.

13.4 Unavoidable Default or Delay. Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance by Landlord or Tenant for a period equal to any such prevention, delay, nonperformance or stoppage, provided that the obligations imposed by this Lease for the payment of maintenance and operation expenses, taxes and insurance shall not be excused except to the extent that may be required by law: strikes, lockouts, labor disputes, failure of power, acts of God, acts of public enemies of this state or of the United States, riots, insurrections, civil commotion, inability (using diligent and reasonable effort) to obtain labor or materials or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this lease), casualties not contemplated by insurance provisions of this Lease, or other causes beyond the reasonable control of the party obligated to perform.
14. **Notices.** Wherever this Lease provides for notices, communications or demands, between the parties or wherever the law requires or gives the right of serving any notice, the same shall be served by registered or certified mail addressed to Landlord and Tenant at the addresses included on the first page of this Lease. Landlord and Tenant may at any time change the place of receiving notices by written notice of such change to the other.

15. **Miscellaneous Provisions.**

15.1 **Captions; Attachments; Defined Terms.**

(a) The captions of the paragraphs of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

(b) The following are attached hereto, and are deemed by attachment to constitute part of this Lease and are incorporated herein by this reference: Exhibit “A”-Property Description.

(c) The words “Landlord” and “Tenant,” as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Landlord or Tenant, the obligations hereunder imposed upon Landlord or Tenant shall be joint and several.

15.2 **Entire Agreement.** This instrument along with any exhibits and attachments hereto constitutes the entire integrated agreement between Landlord and Tenant relative to the Premises and this Lease and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Landlord and Tenant. Landlord and Tenant agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are merged in or revoked by this Lease.

15.3 **Severability.** If any term or provision of this Lease shall to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

15.4 **Costs of Suit.** If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of possession of the Premises, the losing party shall pay the successful party a reasonable sum for attorneys’ fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.
15.5 **Time; Joint and Several Liability.** Time is of the essence of this Lease and each and every provision hereof. All the terms, covenants and conditions contained in this Lease to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and non-exclusive of any other remedy at law or in equity.

15.6 **Binding Effect; Choice of Law.** The parties hereto agree that all the provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof; subject to any provisions hereof restricting assignment or subletting by Tenant, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by and construed in accordance with the laws of the State of Idaho.

15.7 **Waiver.** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Landlord in writing.

15.8 **Surrender of Premises.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work as a merger, and shall, at the option of the Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it or any or all such subleases or subtenancies.

15.9 **Holding Over.** If Tenant remains in possession of all or any part of the Premises after the expiration of the term hereof, with or without the express or implied consent of the Landlord, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein.

15.10 **Reasonable Consent.** Except as limited elsewhere in this Lease, wherever in this Lease, Landlord or Tenant is required to give its consent or approval to any action on the part of the other, such consent or approval shall not be unreasonably withheld. In the event of failure to give any such consent, the other party shall be entitled to specific performance at law and shall have such other remedies as are reserved to it under this Lease. In no event shall Landlord or Tenant be responsible in monetary damages for failure to give consent unless said consent is withheld maliciously or in bad faith.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease the date and year first above written.

GROUND LEASE - 9
LANDLORD:

NORTH IDAHO COLLEGE

By: ______________________________________

TENANT:

DORMITORY HOUSING COMMISSION OF NORTHERN IDAHO COLLEGE

By: ______________________________________

Its: ______________________________________
EXHIBIT A

Premises
AMENDED AND RESTATED AGREEMENT FOR STUDENT UNION BUILDING REVENUES, STUDENT DORMITORY REVENUES AND STUDENT UNION FEES

This Amended and Restated Agreement for Student Union Building Revenues, Student Dormitory Revenues and Student Union Fees (this “Agreement”) is made this ___ day of _______, 2012, by and between NORTH IDAHO COLLEGE, a community college organized and existing under the laws of the State of Idaho, whose address is 1000 W. Garden Avenue, Coeur d’Alene, Idaho 83814 (“NIC”), and the DORMITORY HOUSING COMMISSION OF NORTH IDAHO COLLEGE, whose address is 1000 W. Garden Avenue, Coeur d’Alene, Idaho 83814 (the “Commission”), to amend and restate the Agreement for Student Union Building Revenues, Student Dormitory Revenues and Student Union Fees effective June 25, 2008, between NIC and the Commission (the “2008 Agreement”). Terms used but not otherwise defined herein shall have the meanings ascribed to them in the Resolutions.

RECITALS:

A. WHEREAS, NIC is a duly organized and acting community college district authorized under Title 33, Chapter 21 of the Idaho Code and the Commission is a duly organized and acting dormitory housing commission authorized under Section 33-2116 et seq., Idaho Code.

B. WHEREAS, the Board of Trustees of NIC (the “Board”) has authority pursuant to Idaho Code Section 33-2110 to fix and collect student fees (the “Student Fees”) from each student in attendance at NIC.

C. WHEREAS, pursuant to Idaho Code Section 33-2125, when a student union building or student dormitory has been constructed by a community college dormitory housing commission through the issuance of bonds or other obligations, revenues of the financed project may be pledged as part of the revenues necessary to pay off the bonds or other obligations.

D. WHEREAS, pursuant to Section 33-2137, Idaho Code, college districts are directed to set and collect from each student in attendance thereat a student union fee (the “Student Union Fee”) for the use and availability of student union buildings and student centers, including dormitories, and such Student Union Fee may be included as revenue derived from the operation of such facilities.

E. WHEREAS, pursuant to Section 33-2122, Idaho Code, NIC and the Commission are authorized to enter into such agreements as they may see fit with respect to the amounts of such fees and the manner of the collection and disposition thereof.

F. WHEREAS, the Commission, on May 1, 1997, issued Dormitory Housing Commission of North Idaho College, Kootenai County, Idaho, Certificates of Participation, Series 1997 (the “1997 Certificates”), in the principal amount of $4,995,000 to finance the cost of improvements to the student union building at NIC (the “Student Union Building”), and...
pledged the Student Union Fee and net revenues of the Student Union Building to the payment of the 1997 Certificates.

G. WHEREAS, pursuant to the Agreement for Student Union Building and Student Fees between NIC and the Commission dated March 26, 1997 (the “1997 Agreement”), and pursuant to Section 33-2137, Idaho Code, NIC agreed to set the amount of the Student Union Fee and to charge and collect revenues of the Student Union Building and to transfer amounts thereof sufficient to pay the principal and interest on the 1997 Certificates.

H. WHEREAS, the Commission, on April 10, 2001, pursuant to a Loan Agreement and Trust Indenture dated April 10, 2001 (the “2001 Indenture”), issued the Certificates of Participation, Series 2001 (the “2001 Certificates”), to finance the costs of construction of a student dormitory housing building (the “Student Dormitory Building”), and pledged Student Union Fee and revenues of the Student Dormitory Building, net of operation and maintenance expenses, to the payment of said 2001 Certificates.

I. WHEREAS, pursuant to the Agreement for Student Dormitory Building and Student Fees between NIC and the Commission dated January 31, 2001 (the “2001 Agreement”), NIC agreed to set the amount of the Student Union Fee and to charge and collect revenues of the Student Dormitory Building and to transfer amounts thereof sufficient to pay the principal and interest on the 2001 Certificates.

J. WHEREAS, on July 15, 2008, the Commission issued its Dormitory Housing Commission of North Idaho College Student Fee Revenue Refunding Bonds, Series 2008 (the “2008 Bonds”), in the principal amount of $3,155,000, pursuant to a bond resolution authorizing the issuance thereof (the “2008 Resolution”) to refund its outstanding 1997 Certificates, said 2008 Bonds secured by a pledge of the Student Union Fee, net revenues of the Student Dormitory Building (on parity with the 2001 Certificates), and net revenues of the Student Union Building (which Student Union Building revenues were not pledged to payment of the 2001 Certificates).

K. WHEREAS, pursuant to the 2008 Resolution and as referenced in paragraph J above, it was the intent of the Commission to pledge on a parity with the 2001 Certificates the net revenues of the Student Union Building, even though such revenues were not pledged to payment of the 2001 Certificates.

L. WHEREAS, the Commission intends to adopt a resolution (the “2012 Resolution”) authorizing the issuance of a series of bonds referred to as the North Idaho College Dormitory Housing Commission Student Fee Revenue Refunding Bonds, Series 2012 (the “2012 Bonds”), in the principal amount of $_______, to refund the 2001 Certificates, said 2012 Bonds to be secured, on parity with the 2008 Bonds, by a pledge of the Student Union Fee and revenues of the Student Union Building and the Student Dormitory Building less operations and maintenance expenses (the “Net Revenues”), and monies held under certain other funds established under the 2012 Resolution.
M. WHEREAS, pursuant to and resulting from the above-described financings, the Commission owns the Student Union Building and the Student Dormitory Building (collectively, the “Buildings”). The Buildings are constructed on land owned by NIC and NIC intends to ground lease to the Commission the land upon which Buildings are located including reasonable access thereto.

N. WHEREAS, the Commission has authority, pursuant to Idaho Code Section 33-2122, to arrange or contract for the management and operation of the Buildings.

O. WHEREAS, NIC operates the Buildings and collects fees, charges, rents and other revenues therefor, as agent for the Commission, pursuant to the terms and provisions of the 1997 Agreement, the 2001 Agreement and the 2008 Agreement, as amended and restated by this Agreement.

P. WHEREAS, the Commission desires to ratify the fees, charges and rents being charged for Fiscal Year 2012 and approve the budget including fees, charges and rents for Fiscal Year 2013 for services at and use of the Buildings.

Q. WHEREAS, the Commission desires to continue to contract with NIC for the management and operation of the Buildings and for the collection and management of the Student Union Fee and revenues of the Buildings and the transfer of such Student Union Fees and Net Revenues for use pursuant to the 2012 Resolution and the 2008 Resolution (collectively, the “Resolutions”).

R. WHEREAS, NIC desires to continue to manage and operate the Buildings as agent for the Commission.

S. WHEREAS, NIC and the Commission desire to clarify their respective roles and duties with respect to the operation of the Buildings and the collection and use of the rents, charges, fees and other revenues derived therefrom.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Student Union Fees. NIC agrees to continue to set and collect from each student enrolled at NIC the Student Union Fee, as a component of the Student Fees imposed by the Board. NIC shall deposit all proceeds from the collection of the Student Union Fee into the “Student Services Fund” heretofore established and held by NIC and maintained by NIC on behalf of the Commission.

2. Building Revenues. NIC agrees to continue to charge and collect revenues from services provided by the Buildings as set by the Commission and to pay operation and maintenance expenses on the Buildings therefrom. NIC shall deposit all proceeds from the collection of the revenues from the Buildings into the “Auxiliary Enterprise Fund - Student Union and Dormitory Operations/Bookstore and Cafeteria Fund” heretofore established and held
by NIC and maintained by NIC on behalf of the Commission and shall pay operations and maintenance expenses of the Buildings therefrom.

3. **Use of Revenues.** NIC agrees to transfer the Net Revenues and Student Union Fee collections from the Auxiliary Fund and the Student Services Fund into the Debt Retirement Fund, as required by the Resolutions, to pay the principal and interest on the 2012 Bonds and the 2008 Bonds (collectively, the “Obligations”), as they become due. NIC, on behalf of the Commission, agrees to use the Net Revenues, Student Union Fees and the income earned on the investments in the Revenue Funds, and other funds held pursuant to the Resolutions, in the order of priority as set forth in the 2012 Resolution.

4. **Fees, Charges and Rents.** The Commission hereby ratifies and approves the budget including such fees, charges and rents for services at and use of the Buildings for Fiscal Year 2012 and approves the budget for Fiscal Year 2013. The Commission agrees that it will set such budget including fees, charges and rents annually prior to the commencement of each fiscal year.

5. **Reports and Services.** NIC agrees to continue to provide to the Commission all accounting and support services necessary to open and maintain the accounts required by the Resolutions and to abide by the covenants and conditions set forth in the Resolutions in its control and management of the accounts and reports required therein.

6. **Maintenance and Operation of the Buildings.** The Commission appoints NIC and NIC accepts the appointment, as agent of the Commission, to continue to manage and operate the Buildings, collect the revenues and the Student Union Fee, pay the operation and maintenance expenses of the Buildings, effect transfer of the Student Union Fees and Net Revenues pursuant to the Resolutions for use in accordance with the Resolutions, so long as any of any Obligations are outstanding, and abide by the covenants and conditions set forth in the Resolutions. Operation and maintenance expenses may be paid from the Auxiliary Enterprise Fund from time to time as they become due and payable as a first charge on the Auxiliary Enterprise Fund.

7. **Compliance with Resolutions.** NIC agrees to take no action which would cause the Commission to violate any provision or covenant of the Resolutions, so long as any Obligations are outstanding, including maintaining the debt service coverage requirement thereunder.

8. **Meaning of Terms.** Unless otherwise defined herein, the capitalized terms that appear in this Agreement shall have the same meanings assigned to them in the 2012 Resolution.

9. **Severability.** All of the provisions of this Agreement are distinct and severable, and if any provision shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other provision or portion of the Agreement.

10. **Binding Effect.** This Agreement shall be binding upon all parties hereto and their respective successors and assigns.
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year above set forth.

BOARD OF TRUSTEES
NORTH IDAHO COLLEGE

By: __________________________
Chairman

ATTEST:

______________________________
Secretary

DORMITORY HOUSING COMMISSION
OF NORTH IDAHO COLLEGE
BOARD OF COMMISSIONERS

By: __________________________
Chairman

ATTEST:

______________________________
Secretary
SUBJECT
Attendance Policy

BACKGROUND
The current Attendance Policy became effective in Fall Semester 2005. At that time, guidelines were provided to ensure complete understanding of the policy. Earlier this year, the Office of Instruction was asked to review the policy and create a procedure, removing the guidelines from the policy. The only change to the policy was to bold the statement concerning attendance and financial aid. The procedural process incorporated the guidelines from the original policy.

DISCUSSION
The College Senate approved the policy revision for a first reading at its December 8 meeting. A second reading of the policy and its accompanying procedure was held January 17 and both documents were presented to the board for a first reading February 22, 2012.

FINANCIAL IMPACT
None

REQUESTED BOARD ACTION
Recommend the board approve this policy revision.

Prepared by
Jim Perez
Interim Vice President for Instruction
North Idaho College challenges students to be learners who assume responsibility for being a part of a community of scholars. Students’ presence and participation in the classroom is an important component of this challenge. Furthermore, North Idaho College offers an education that prepares students for professional employment. Each student is encouraged to develop a professional work ethic that reflects responsibility, initiative, and teamwork.

In light of the above, students are expected to attend all classes. Students who miss class are unable to make up learning experiences that, by their nature, depend on class participation and attendance, such as lectures, discussions, group work, or field trips. Students who are absent from class miss opportunities to contribute to the learning environment of the classroom and may develop patterns that will not be tolerated in the workplace.

**Absences from class may result in a loss of college financial aid.** Students should be aware that for financial aid purposes, attendance requirements are defined by the U. S. Department of Education. These attendance policies have separate penalties and/or requirements that must be maintained by the Financial Aid Office. A student’s lack of attendance could result in loss of financial aid funds. In addition, federal regulations require that students make satisfactory progress toward a degree in order to retain federal financial aid.
Guidelines

1. North Idaho College expects students to attend all classes.

2. Each faculty member will establish a reasonable attendance policy, which will be stated in the course syllabus and explained during the first class meeting. Some academic departments have agreed-upon attendance policies for their specific fields of study.

3. Students who miss class are unable to make up learning experiences that, by their nature, depend on class participation and attendance, such as lectures, discussions, group work, or field trips. Handouts and notes from other students may help to fill in missed details.

4. When participating in a required extracurricular activity, such as a field trip, or when officially representing NIC at a scheduled activity, such as a conference or an intercollegiate athletic event, students are responsible for informing instructors far enough in advance to arrange for appropriate make-up work. Instructors will make reasonable accommodations and will expect students to complete the missed coursework as arranged.

5. When an absence is unavoidable, such as an extended illness, students are responsible for contacting their instructors, who may require verification in order to arrange for make-up work. Instructors will make reasonable accommodations and will expect students to complete the missed coursework as arranged.

6. It is the intention of this policy that a student who is absent from class, as defined in Guidelines 4 and 5, is not penalized in any manner due to the absence.

7. Excessive absenteeism not associated with Guidelines 4 and 5 may result in a student being withdrawn from a course and/or North Idaho College.