

AGENDA

CONVENE EXECUTIVE SESSION	5:00PM
Driftwood Bay Room, Edminster Student Union Building, 495 N College	
CALL TO ORDER / VERIFICATION OF QUORUM	Brad Corkill
Action: Enter Executive Session per Idaho Code § 74-206(1)(f) – Litigation Discussion: Case # 1:24-CV-00099-REP (Rumpler v North Idaho C	
RECESS TO RELOCATE FOR REGULAR MEETING	
CALL TO ORDER / VERIFICATION OF QUORUM	Brad Corkill
PLEDGE OF ALLEGIANCE	Brad Corkill
MESSAGE FROM BOARD CHAIR	Brad Corkill
CELEBRATING SUCCESS: Phi Theta Kappa	Nick Swayne / Amber Hasz
PUBLIC COMMENT The NIC Board of Trustees welcomes public comment on agenda items attendees, and commenters will be limited to two minutes per individual to NIC Policy 2.01.03. Individuals interested in providing public commentering may email board@nic.edu .	s from in-person I. Remarks are subject
CONSTITUENT REPORTS	
• ASNIC	
Faculty Assembly Staff Assembly	
• Senate	
PRESIDENT'S REPORT	Nick Swayne
INFORMATION ITEMS • Enrollment 2024FA (postponed from January) • Strategic Plan • Budget Assumptions	Nick Swayne / Sherry Simkins
 CONSENT AGENDA Action (Tab 1): Approve Board Regular Meeting Minutes for January Action (Tab 2): Approve on Second Reading of Policy 3.08.07 (Cloud 	Services)
OLD BUSINESS • Action (Tab 3): Approve on Second Reading of Policy 3.02.19 (Payro	

NEW BUSINESS

•	o Action (Tab 4): Amend President's contract to resolve typographical error	.Nick	Swayne
•	Action: Reschedule March meeting to March 26, 2025	.Nick	Swayne
•	Action (Tab 5): Approve 2025-2026 Regular Meeting Schedule	.Nick	Swayne

REMARKS FOR THE GOOD OF THE ORDER

ADJOURN

North Idaho College Actual Monthly Income Statement Fiscal Year 2025

	Annual		January		YTD Act %	YTD BUDGET	YTD Variance		
	Budget	Projected	Actual	YTD	Total Budget		To Budget	% Variance	
Operating Revenue									
Academic Tuition and Fees	6,624,056	572,431	1,009,802	3,993,557	60%	3,840,854	152,703	4%	
Professional Technical Tuition and Fees	1,702,597	147,138	232,261	1,196,346	70%	987,927	208,419	21%	
Dual Credit Tuition	1,258,418	108,752	176,640	875,790	70%	730,193	145,596	20%	
Summer Session Tuition	570,000	-	-	321,062	56%	288,631	32,431	11%	
Total Operating Revenue	10,155,071	828,321	1,418,703	6,386,754	63%	5,847,605	539,149	9%	
State& Local Revenue									
State General Fund Allocation	15,442,300	1,286,858	2,573,717	9,008,008	58%	9,008,008	-	0%	
State CTE Allocation	6,730,413	560,868	1,121,735	3,926,074	58%	3,926,074	-	0%	
Liquor Tax	200,000	-	50,000	150,000	75%	100,000	50,000	50%	
Kootenai County Levy	18,020,607	1,501,717	3,003,435	10,512,021	58%	10,512,021	-	0%	
Misc Tax Receipts	850,000	46,746	72,809	853,922	100%	526,063	327,859	62%	
Out of District Tuition	514,520	44,465	55,763	266,536	52%	298,549	(32,013)	-11%	
Total State and Local Revenue	41,757,840	3,440,654	6,877,458	24,716,561	59%	24,370,715	345,846	1%	•
Other Non Operating Revenues									
Dedicated Fee Revenue (Athletics)	137,772	-	69,699	146,685	106%	68,886	77,799	113%	Variance is due to timing - the an
Service Unit Revenues	240,000	25,327	66,751	145,092	60%	153,624	(8,532)	-6%	•
Other Non Operating Revenues	1,355,770	483,366	652,278	1,636,999	121%	683,676	953,324	139%	Mostly Interest Income Revenue
Total Other Non Operating Revenues	1,733,542	508,693	788,727	1,928,777	111%	906,186	1,022,591	113%	
Total Revenues	53,646,453	4,777,668	9,084,888	33,032,092	62%	31,124,506	1,907,586	6%	

North Idaho College Actual Monthly Income Statement Fiscal Year 2025

	Annual		January		YTD Act %	YTD BUDGET	YTD Variance		
	Budget	Projected	Actual	YTD	Total Budget		To Budget	% Variance	
_		-	-						
Exepenses									
Payroll									
Administrative	626,371	52,198	130,048	370,960	59%	365,383	5,577	2%	
Professional	8,896,726	745,223	1,672,107	4,862,684	55%	5,186,338	(323,654)	-6%	
Faculty Tenured/Tenure Track	9,287,258	1,023,659	2,082,301	5,008,755	54%	5,630,375	(621,619)	-11%	
Faculty Special Appointment	681,724	75,747	259,826	609,228	89%	416,609	192,619	46%	
Faculty Part Time	1,706,100	189,567	277,936	1,015,861	60%	1,042,617	(26,755)	-3%	
Faculty Part Time Benefitted	1,112,100	123,567	146,385	597,658	54%	679,617	(81,958)	-12%	
Classified	5,689,399	488,924	925,871	2,670,485	47%	3,331,257	(660,772)	-20%	
Classified/Student (no bens)	904,634	78,775	134,430	537,201	59%	531,092	6,109	1%	
Total Payroll	28,904,311	2,777,659	5,628,903	15,672,833	54%	17,183,287	(1,510,454)	-9%	Postion turnover/vacancies
Benefits									
Taxes	2,202,275	212,491	372,785	1,102,159	50%	1,310,069	(207,910)	-16%	
Retirement (Persi/ORP)	3,170,348	300,366	567,815	1,671,049	53%	1,879,682	(208,633)	-11%	
Medical/Dental	5,166,630	430,552	675,202	2,283,742	44%	3,013,867	(730,125)	-24%	
Workers Comp/Unemployment	319,043	27,777	33,556	99,965	31%	171,833	(71,868)	-42%	
Other	45,000	074.406	16,587	(331,464)	-737%	-	(331,464)	- 240/	
Total Benefits	10,903,296	971,186	1,665,945	4,825,451	44%	6,375,451	(1,550,000)	-24%	Position turnover/vacancies
General Expenses								-	
Travel (Incl Staff Development)	2,101,032	178,099	371,107	947,380	45%	1,307,588	(260 207)	-28%	
Supplies	779,254	44,636	199,604	688,192	45% 88%	466,545	(360,207) 221,647	-28% 48%	
Repair and Maintenance Expense	1,390,094	68,690	14,482	1,528,748	110%	1,279,532	249,216	19%	
Repair and Maintenance Expense	1,390,094	08,090	14,462	1,526,746	110%	1,279,532	249,216	19%	
									Includes Legal Fees, Training, Software
Professional Services/Contracts	1,540,131	27,576	418,588	1,807,117	117%	751,104	1,056,013	141%	implementation and Consulting for Vacant Positions
Communications	503,477	46,197	65,923	235,949	47%	291,301	(55,353)	-19%	
External Relations (Incl Advertising)	506,067	39,312	79,165	321,959	64%	252,873	69,086	27%	
Tuition Remission/Grant In Aid	3,169,240	273,120	244,385	1,755,181	55%	1,872,461	(117,279)	-6%	
Utilities	1,010,140	91,299	178,659	539,877	53%	634,668	(94,791)	-15%	
Rent	238,862	750	36,290	167,896	70%	119,931	47,965	40%	
Deferred Maintenance	231,900	-	53,650	117,371	51%	115,950	1,421	1%	
Insurance	1,150,000	-	935	1,707,166	148%	1,085,000	622,166	57%	
Other Variable Expenses	2,731,953	240,232	296,996	1,486,465	54%	1,985,650	(499,184)	-25%	
Total General Expenses	15,352,150	1,009,910	1,959,784	11,303,300	74%	10,162,601	1,140,699	11%	
Equipment	1,117,603	1,684	192,152	423,151	38%	561,608	(138,457)	-25%	
Total Expenses Prior to Capital Investment	56,277,360	4,760,440	9,446,783	32,224,735	57%	34,282,948	(2,058,212)	-6%	
Net Income From Operations	(2,630,907)	17,228	(361,896)	807,357	-31%	(3,158,441)	3,965,798	-126%	
wet income From Operations =	(2,030,307)	17,228	(301,030)	007,337	-31%	(3,130,441)	3,303,738	-120/0	
Capital Investment Reserve Transfer									
Net Income	(2,630,907)	17,228	(361,896)	807,357	-31%	(3,158,441)	3,965,798		
=									

Tab 1

BOARD OF TRUSTEES MEETING February 26, 2025

TAB 1

SUBJECT: Consent Agenda Items

BACKGROUND:

Included as Tab 1 are the Board Regular Meeting Minutes for January 22, 2025

SUGGESTED MOTION FOR BOARD ACTION

[Board Member] make the motion to approve Consent Agenda item as presented.

Prepared by: Suzy Scura

Board Clerk

CALL TO ORDER

Chair Brad Corkill welcomed the public and called the meeting to order at 6:00 p.m. He verified that a quorum was present and led attendees in the Pledge of Allegiance.

ATTENDANCE

Trustees: Brad Corkill

Rick Durbin Mary Havercroft Eve Knudtsen Tarie Zimmerman

Also present: Nick Swayne, President

Kevin O'Neill, College Attorney

MESSAGE FROM BOARD CHAIR

Chair Corkill stated that the Trustees spent the last several hours in a successful and informative orientation session with the President's Cabinet. He announced that Trustee Tarie Zimmerman has officially been appointed to the Association of Community College Trustees (ACCT) Policy Committee and offered his congratulations.

CELEBRATING SUCCESS: SANDPOINT UPDATE

Executive Director of Economic Development & Workforce Education Colby Mattila presented on programs, enrollment, new developments and continuing efforts at the NIC Sandpoint Center. His presentation is included as an addendum to these minutes.

PUBLIC COMMENT

There were no requests from the public to make comments.

CONSTITUENT REPORTS

ASNIC

ASNIC President Joseph Moran reported that ASNIC has not yet met in this new semester. He stated that all six Senator positions have been filled and future plans include the onboarding of new Senators and reaching a consensus decision regarding ASNIC's outstanding votes of no confidence.

Faculty Assembly

Faculty Assembly Chair Kathleen Miller Green reported on the Faculty Assembly's recent activity including a highlight of faculty efforts to meet student needs as they emerge, such as English as a Second Language support. Her report is included as an addendum to these minutes.

Staff Assembly

Staff Assembly Chair Katrina Bjorkman reported on the Staff Assembly's recent activity. She recognized and congratulated Workforce Training Center Student Recruiter Tiffany Mitchell who received the Sterling Silver Employee of the Month Award. Ms. Bjorkman's report is included as an addendum to these minutes.

Senate

Senate Chair Julie Bailey reported that the Senate met on January 16, 2025 where the first reading of Cloud Services Policy 3.08.07 was completed. Ms. Bailey's report is included as an addendum to these minutes.

PRESIDENT'S REPORT

President Swayne shared logistics for the January 28, 2025 review meeting with the Northwest Commission on Colleges and Universities (NWCCU) in Seattle. He reported an enrollment increase of 12% over last year which translates to 181 more students on campus. Other topics included dual credit enrollments, strategic planning metric development, and the 17th Annual Safety Fest Northwest event taking place at the NIC Workforce Training Center in Post Falls, ID from February 19 – 21, 2025. Dr. Swayne encouraged the community to consider participating in the many non-credit classes and programs offered by North Idaho College.

INFORMATION ITEMS

Institutional Memberships

President Swayne stated that there have been few changes in the report since last year. He cited the discontinuation of memberships the Northwest Athletic Conference (NWAC), and human resource consulting service Archbright, which offset incremental increases across many memberships and still reduced expenditures by approximately \$12k overall.

Finance

Vice President of Finance and Business Affairs Sarah Garcia gave a brief finance update for Fiscal Year 2025 to date. Her presentation is included as an addendum to these minutes.

Enrollment 2024FA

Dr. Swayne recommended postponing this item due to the absence of Dean of Enrollment Services Tami Haft. Chair Corkill requested a motion to postpone this item until the next regular Board of Trustees meeting. Trustee Eve Knudtsen made the motion which was seconded by Trustee Mary Havercroft. Chair Corkill called for the vote. The motion passed with five votes in favor.

Instruction: Health Professions

Dean of Instruction, Nursing & Health Professions Erlene Pickett provided an overview of NIC's Health Professions and Nursing departments. Her presentation is included as an addendum to these minutes.

CONSENT AGENDA

<u>Tabs 1, 2 and 3: Approve Board Regular Meeting Minutes for December 18, 2024, Approve on Second Reading Policy 3.05 (Academic Freedom), and Approve on Second Reading Policy 3.08.10 (Distance Education</u>

Chair Corkill requested a motion to approve Tabs 1, 2 and 3 as presented. Trustee Zimmerman made the motion which was seconded by Trustee Knudtsen. Chair Corkill called for the vote. The motion passed with five votes in favor.

NEW BUSINESS

Tab 4: First Reading of Policy 3.08.07 (Cloud Services)

Chief Information Officer Ken Wardinsky stated that the IT Planning and Policy Subcommittee recommended a change to the policy to clarify when additional legal review of state contracts and consortium agreements related to software purchases will be needed.

REMARKS FOR THE GOOD OF THE ORDER

There were no remarks for the good of the order.

The meeting was adjourned at 6:53 p.m.

Respectfully Submitted, Suzy Scura, Board Clerk

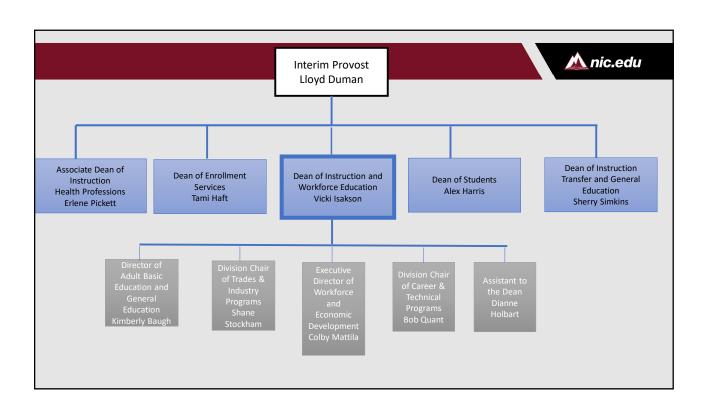
Addenda:

- Sandpoint Update Presentation
 Faculty Assembly Chair Report
 Staff Assembly Chair Report
 Senate Chair Report

- 5) Finance Update
- 6) Health Professions Presentation













WTC Programs

- Boiler: Steam Training Certification
- Phlebotomy
- Medical Assistant Apprenticeship
- Shotgun Armorer
- IV Therapy for Health Care Providers
- CDL
- Dental Assistant
- Welding
- CNA





Credit Courses

Total Enrollments 44 81 Fall to Spring

Credits Offered 26 29 Fall to Spring

January 22nd, 2025 Faculty Assembly Chair Report to the NIC Board of Trustees Kathleen Miller Green, Chair

Chair Corkill, Trustees, President Swayne, NIC faculty, staff, students, and guests

Welcome to this first Board meeting of 2025! On January 16th, we held the first Faculty Assembly meeting of the new year.

We were treated to a presentation by Assistant Professor of English, Kat Gilmore about the ESL course she quickly put together this past Fall due to the influx of international students and student athletes at NIC. She reported that in Fall semester, we had students from 22 countries and that, like international students everywhere, there is often a wider gap between the student's understanding the written word and understanding the more rapid spoken work in a college lecture. Her *ESL 110-101 Speaking and Listening* class is open to any student needing additional support for their English-language needs. She also informed the faculty about the other support services offered by the *Literacy Project of North Idaho*, a program she founded more than ten years ago, as well as the many community based, FREE ESL services offered by that program. We couldn't be more proud of the innovative and community-minded faculty like Kat, at North Idaho College.

We heard regular reports from Senate, Student Learning Outcomes Assessment committee, Advising Updates, Open Education Resource Committee, an Adjunct Faculty Report, an Accessibility Update and a brief Chair's report.

During New Business: Student Learning Outcomes & Assessment Co-Chairs Scott Estes and Laura Gruber Godfrey spoke to the faculty about the survey they are designing for the Residence Hall students to gather information about where they study, what barriers they have to studying, and any resources they feel would make their study time more productive. This is being done because of information that residence hall students have underperformed on their GEM assessments in some areas for several years compared to students who live off campus. This survey aims to gather information that can help close any equity gaps in our student assessment data.

That concludes my Chair report. Are there any questions?

Respectfully submitted, Kathleen Miller Green, Chair Faculty Assembly 2023-2025

Staff Assembly Report NIC Board of Trustees Meeting: Wednesday, January 22, 2025

Good evening, Chair Corkhill, Trustees, President Swayne, and community members.

Staff Assembly met this month and had a very standard meeting with New Employee Introductions, Chair and Senate Reports, updates from campus departments, and Good of the Order.

We also recognized and congratulated Tiffany Mitchell who works as a Student Recruiter at the Workforce Training Center. Tiffany received the Sterling Silver Employee of the Month Award.

That concludes my report. Does the Board have any questions?

Thank You, Katrina Bjorkman Staff Assembly Chair

Senate Report

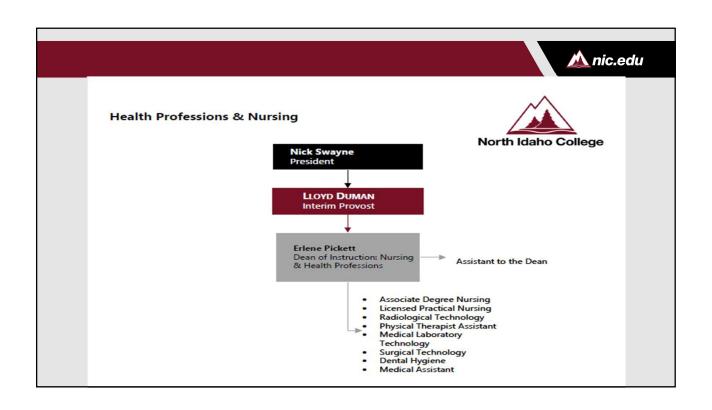
NIC Board of Trustees Meeting: Wednesday, January 22, 2025

Good evening, Chair Corkill, trustees, President Swayne, colleagues and community members.

Senate met last Thursday, January 16th where we completed the first reading of the Cloud Services Policy 3.08.07.

This concludes my report and I am happy to stand for any questions.







Two Divisions

- Health Professions Career and Technical Education
 - Radiological Technology
 - Surgical Technology
 - Medical Laboratory Technology
 - Dental Hygiene
 - Physical Therapy Assistant
 - Medical Assistant (Credit)
- Nursing
 - · Associate Degree (RN) Transfer Degree
 - Licensed Practical Nurse Career and Technical Education



National Accreditations

- All programs with exception of Practical Nursing Program are nationally accredited.
- Practical Nursing Program required to become accredited
- National Accreditation is required for graduates to be able to get higher degree
- Most all employers require graduation from a nationally accredited program
- Regional Accreditation is required to maintain National Accreditation



Community Impact

- Virtually all graduates have positions prior to graduation
- Best outcomes in the region
- Community service



Accomplishments

- Moved MLT to statewide consortium approach
- Successful site visits for the MLT and Surgical Technology Program
- Re-tooled the Medical Assistant Program
- Separate Salary Structure so we can try to be competitive with industry for recruitment of faculty



Accomplishments

- Expansion of programs
 - Radiological Technology
 - Surgical Technology
 - Practical Nursing to Registered Nurse
 - Associate Degree Nursing
 - Request for Dental Hygiene



Things to come

- Further expansion of Nursing Programs
- Investigate adding additional Health Profession Programs
- Investigate pathways for movement from:
 - Medical Assistant to Practical Nurse
 - Dental Assisting to Dental Hygiene



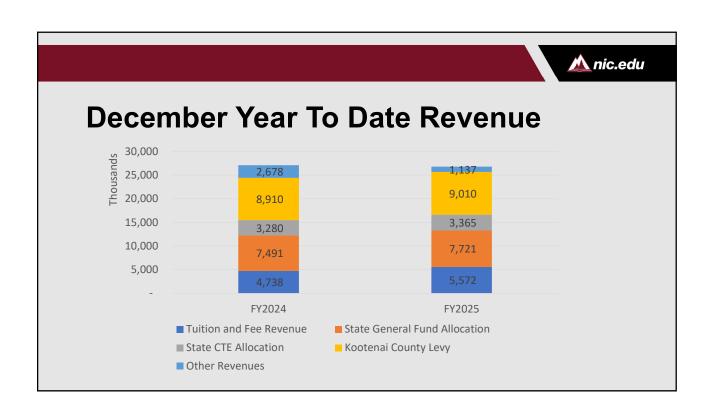
Thank You

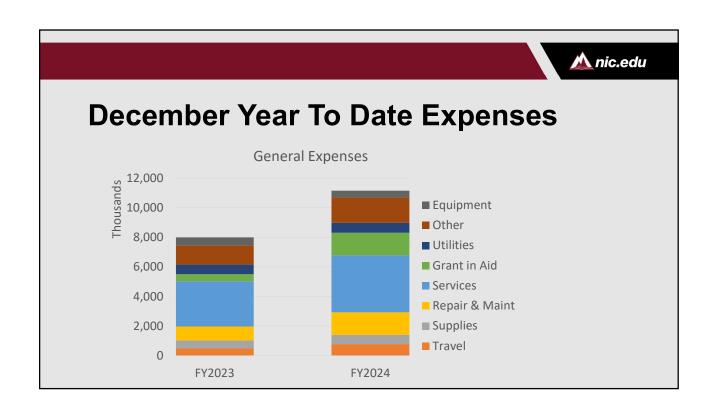
- Faculty double duty as instructors and Program Directors
- General Studies for preparing the students
- Health Care Partners

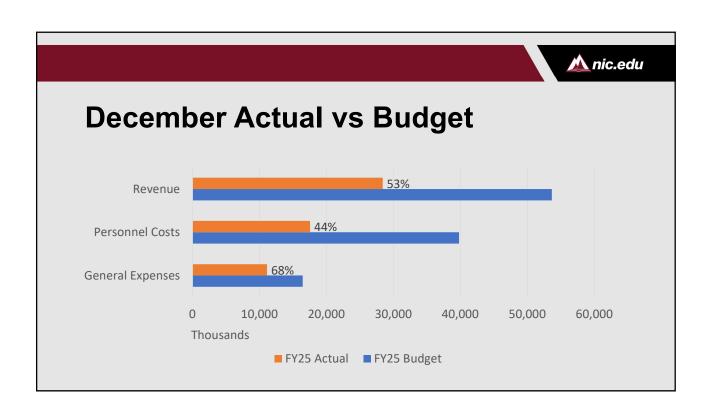


Questions?











Enrollments

Program	Capacity	Number of Students
Associate Degree Nursing (RN)	*160	159
Licensed Practical Nurse to Registered Nurse	8	7
Licensed Practical Nurse (Intermediate Technical Certificate)	20	16
Physical Therapy Assistant (Associate of Applied Science)	26	20
Radiological Technologist (Associate of Applied Science)	20	15
Dental Hygiene (Associate of Applied Science)	15	15
Surgical Technology (Associate of Applied Science)	20	17
Medical Laboratory Technology (Associate of Applied Science)	16	13
Medical Assistant (Intermediate Technical Certificate)	16	7

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Health Professions Faculty

Program	Full time	Part Time
Associate Degree Nursing	10	12
Practical Nursing	2	3
Radiological Technology	2	3
Physical Therapy Assistant	2	11
Medical Laboratory Technology	1	3
Surgical Technology	2	1
Dental Hygiene	2	21
Medical Assistant	1	0

Tab 2

BOARD OF TRUSTEES MEETING February 26, 2025

TAB 2

SUBJECT: Consent Agenda Items: Second Reading Policy 3.08.07 (Cloud Services)

BACKGROUND: Policy 3.08.07 (Cloud Services) is progressing through the regular review cycle of College policies and procedures.

DISCUSSION: Tab 2 includes a redline copy of Policy 3.08.07 (Cloud Services) with the proposed wording modification to update the policy.

REQUESTED BOARD ACTION: It is requested that the Board consider a motion to approve the policy with the proposed revision as presented.

Prepared by: Suzy Scura

Board Clerk



Policy Title: Cloud Services

Impact: Employees, Affiliates

Responsibility: Chief Information Officer

Effective Date: 04/16/2018

Revised Date:

Reviewed Date:

Relates to Policy(s): 3.08.07

Legal Citation(s):

I. Policy Narrative

Any employee, program, department, division, business unit, or affiliate of North Idaho College (NIC) that needs to acquire or use a cloud service that will store, process, or share institutional data must work with the Information Technology (IT) Department, the Office of Finance and Business, and NIC's Legal Counsel-as needed to properly evaluate and manage the associated risks and service agreement language.

The use of cloud services to manage institutional data does not absolve an employee or unit from the responsibility of ensuring that the data is secure and managed in accordance with applicable policies and laws.

II. Definitions

"Affiliate" refers to any authorized individual, business, or organization connected to NIC, authorized to act on behalf of NIC, or is authorized to conduct work related to NIC needs.

"Cloud Service" is any service provided remotely via the internet from a provider's local servers as opposed to being provided from NIC's on-premises server(s).

"Institutional Data" refers to any type of information that is processed, created, collected, transferred, recorded, or stored by NIC to conduct NIC business.

Tab 3

BOARD OF TRUSTEES MEETING February 26, 2025

TAB 3

SUBJECT: Second Reading of Policy 3.02.19 (Payroll Deductions)

BACKGROUND: The Board of Trustees conducted a first reading and discussion of Policy 3.02.19 at the March 27, 2024 regular meeting. No second reading has been conducted yet.

DISCUSSION: Tab 3 includes a "redline" copy of Policy 3.02.19 (Payroll Deductions). This revised policy is recommended by the College to the Board after flowing through the College's process of review by the subject matter experts, Senate, and senior administrative leadership.

REQUESTED BOARD ACTION: It is requested that the Board consider a motion to approve Policy 3.02.19 as presented.

Prepared by: Kristin Howard

Interim Executive Assistant to the President

Policy

Policy #3.02.19

Revised: <u>12/16/15</u>

(Impact Area - Dept Name)	(General Subject Area)	(Specific Subject Area)			
Employees	Conditions of Employment	Payroll & Payroll Deduction			
	Author: _Payroll and HR	Supersedes Policy #			
Relates to Procedure # [JB1] Impact:					
Legal Citation (if any):					
North Idaho College					

Policy Narrative [Page 1 of 31]

All new employees will complete the required payroll paperwork on or before their first day of employment. This will include, at minimum, an employee withholding allowance certificate (Form W-4), employment eligibility verification form (Form I-9), retirement withholding form (as applicable), and any medical, dental, and life insurance withholding forms (as applicable).

Employees who have previously worked for the college but who have separated from the college, or been inactivated in the payroll system for any period of time, must complete at least a new employee withholding allowance certificate (Form W-4).

Additional paperwork may be required, depending on the length of time the rehired employee was inactive. Any re-hired employee who has been in-active for more than one year, is considered a new-employee. Hiring managers must complete and submit the proper hire authorization forms to human resources before an employee's start date.

PAYCHECKS

North Idaho College (NIC) has <u>established</u>documented systems and processes to ensure <u>employees are paid timely, accurately and legally.</u>

PAYROLL

Policy # 3.02.19 [Page 2 of 4]

NIC processes payroll biweekly (every two weeks) as indicated on the payroll schedule published prior to the start of each fiscal year.payroll calendar and.

will make all withholdings required by federal and state law.

The college requires that all

All employees receiving payroll related payments utilize are required to enroll in direct deposit_within 30 days of the hire date and are as follows: 1) identify an eligible financial institution that will serve as a personal depository for the employee or 2) be granted an exemption by the Vice President for Finance and Business Affairs for reasons stated below.their hire date. Employees that fail to complete their direct deposit enrollment will be issued a pay card.

- All employees employed prior to January 1, 2016, and paid by the college, who are receiving his/her pay by direct deposit shall continue to participate in direct deposit.
- All employees employed prior to January 1, 2016, and paid by the college who are receiving his/her pay by paper check, shall be required to participate in direct deposit. These requirements must be met by January 15, 2016 and are as follows: 1) identify an eligible financial institution that will serve as a personal depository for the employee or 2) be granted an exemption by the Vice President for Finance and Business Affairs for reasons stated below.

An employee may be exempted from participating in direct deposit if he/she does not have an account at an eligible financial institution, and further provides evidence that he/she cannot obtain an account at an eligible institution.

For those employees who are granted an exemption, the Vice President of Finance and Business Affairs may secure other payment methods as options, other than paper check, when such options may become available.

WAGE AND TAX STATEMENTS (W-2)

Wage and Tax Statements (W-2) will be distributed to all employees on or before the 31st of January each year. Employees have the option to receive W-2s electronically via the NIC portal. Employees who have opted in to receive W-2s electronically, will not receive W-2 statements distributed via US Postal Service NIC utilizes an electronic time-keeping system for payroll. Employees are required to utilize this sytem to enter time accurately and timely in accordance with published payroll guidelines.

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Policy # 3.02.19 [Page 3 of 4]

maintained by the Human Resources Department, is accurate. When leaving the employment of NIC, it is the employee's responsibility to confirm that their address is accurate to ensure that the W-2 is mailed to the proper location the following January.

FEDERAL AND STATE MANDATORY DEDUCTIONS

All new and rehired employees will complete the required tax withholding forms as part of their employment paperwork prior to beginning work. If applicable, they will complete benefit elections through the online benefits enrollment system.

In accordance with federal and state laws, the following willmay be withheld from the salaries and wages of NIC employees:

- A. Federal income tax
- B. Social security tax
- Medicare tax
- C.—State income tax
- D.-Retirement (as applicable)

Any legally mandated payroll garnishments (as applicable)

VOLUNTARY DEDUCTIONS

<u>Voluntary deductions will be withheld up</u>Upon appropriate authorization from the employee, NIC shall deduct from the salary or wages of the employee, those items which the Payroll Department is authorized to make. These deductions may include, but are not limited to the following:

- A. Medical, dental, and life insurance
- B. Short and long term disability insurance
- C. Flexible Spending Account contributions
- D. Retirement or tax sheltered annuities

Employee benefit-related deductions such as insurance, supplemental retirement, and tax-advantaged medical accounts

Charitable donations facilitated by the college

Other elective deductions

WAGE AND TAX STATEMENTS (W-2)

Employee Wage and Tax Statements (Form W-2) will be distributed to all employees as required by federal and state law. on or before the 31st of January each year. Active employees have the option to receive W-2s electronically or through US mail.

Employees are responsible ([KH12] to ensure their mailing address and legal name, as maintained by Human Resources, are accurate and updated within three months of a

Policy # 3.02.19 [Page 4 of 4]

<u>change. When leaving the employment of NIC Foundation, NIC Booster Club, United Way), it is the employee's responsibility to confirm that their mailing address is accurate to ensure that the W-2 is mailed to the proper location the following January.</u>

Tab 4

BOARD OF TRUSTEES MEETING February 26, 2025

TAB 4

SUBJECT: Employment Agreement Amendment

BACKGROUND: When the President's Employment Agreement was reproduced to include hand-written changes, a typographical error was introduced in "Section 3. .Term." related to the commencement date. This amendment corrects the error in the year and clarifies the start date.

DISCUSSION: In the employment agreement signed on 18 December 2024, the first sentence of Section 3 reads, "The term of this Agreement will commence on January, 2025..." and Section 6.4 contained hand-written changes.

When the fully type-written agreement was signed on 19 December 2024, Section 3 contained a typographical error in the year of the first sentence that reads, "The term of this Agreement will commence on January 2024..."

The proposed amendment corrects the year and clarifies the date in the first sentence of Section 3 to read, "The term of this Agreement will commence on January 1, 2025..."

REQUESTED BOARD ACTION: It is requested that the Board consider a motion to approve the amendment that the Board Chair may sign it.

Prepared by: Kristin Howard

Interim Executive Assistant to the President



Board of Trustees

AMENDMENT TO EMPLOYMENT AGREEMENT PRESIDENT NORTH IDAHO COLLEGE

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

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

The term of this Agreement will commence on January 1, 2025 and will continue until August 1, 2028 unless terminated consistent with Section 12. "Annual" for purposes of this Agreement means a fiscal year beginning July 1 and ending June 30 of the following year. The term may be extended by the Board, consistent with Section 4. This Agreement replaces and supersedes the August 2022 contract between the President and NIC.

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

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

DATED this 26th day of February 2025.

N	IORTH IDAHO COLLEGE
E	By Brad Corkill Chair, Board of Trustees
DATED this 26 th day of February 2	025.
F	PRESIDENT
E	Nick Swayne President



Board of Trustees

EMPLOYMENT AGREEMENT PRESIDENT NORTH IDAHO COLLEGE

THIS AGREEMENT is made effective as of December 18, 2024 by and between North Idaho College ("NIC" or the "College") and Dr. Nick Swayne ("President"). The parties hereby agree as follows:

Section 1. Purpose

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

Section 2. Responsibilities

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

Section 3. Term

The term of this Agreement will commence on January 2024 and will continue until August 1, 2028 unless terminated consistent with Section 12. "Annual" for purposes of this Agreement means a fiscal year beginning July 1 and ending June 30 of the following year. The term may be extended by the Board, consistent with Section 4. This Agreement replaces and supersedes the August 2022 contract between the President and NIC.

Section 4. Renewal and Resignation

4.1 The Parties agree that the President and the Board will review this Agreement before or in close temporal proximity to the end of each fiscal year for the Board and the President to decide and agree whether to extend this Agreement an additional year (with or without additional modification). Neither the initial term of this Agreement nor any extension thereof shall be construed to create or be evidence of contractual continued service or tenure of the President as an administrator under any provisions, policies, or rules extrinsic to this Agreement. If this Agreement is not to be extended beyond the termination date described in Paragraph 1 of August 1, 2028, the



Page 2 of 6

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

4.2. If the President wishes to terminate any extension of this Agreement, he shall so notify the Board in writing, no later than the June 30th in the year preceding the year of the desired June 30th termination date.

Section 5. Compensation

- 5.1. NIC will pay the President an annual base salary of \$253,000 which amount will be earned and payable biweekly. Commencing January 1, 2025, and each annually thereafter, the President's salary shall be increased by a percentage equal to other employees serving in administrative personnel positions in the District.
- 5.2. NIC will make an annual retirement contribution, equal to 10% of the President's base salary, to the President's supplemental retirement account. Payment into such account will be earned and made biweekly in conjunction with payroll. Any employee payroll taxes resulting from this contribution will be withheld in connection with the President's base salary. There is no right to unearned amounts if this Agreement is terminated prior to expiration of the term.
- 5.3 The College will provide the President a housing allowance in the amount of \$2,500 per month, starting on the first of the month when the President occupies the more permanent housing.

Section 6. Employee Benefits

- 6.1 The President shall receive 24 annual vacation days, accruing at a rate of 2 days per month. Accrued vacation days may carry over into the following fiscal year; however, total accumulated vacation time will not exceed 30 days (240 hours). Upon termination of the employment relationship, the President will be paid for any accrued and unused vacation days at a rate equivalent to the President's annual base salary. The President shall notify the Board prior to taking vacation and the Board, in its discretion, may require such plans to be deferred as the Board deems appropriate. The President is entitled to paid holidays recognized by NIC.
- 6.2. The President is entitled to annual sick leave in accordance with NIC Policy and Idaho Code.
- 6.3. Subject to Sections 6.1 and 6.2, the President will otherwise be eligible to participate in the NIC programs and other benefits available to NIC employees.



Page 3 of 6

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

Section 7. Automobile

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

Section 8. Professional Development

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

Section 9. Expenses

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

Page 4 of 6

Section 10. Outside Professional Activities

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

Section 11. Performance Review

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

Section 12. Termination

- 12.1. This Agreement may be terminated by mutual agreement of the parties, by President Swayne without cause, or by the Board for cause. Notice of termination must be in writing and delivered to the non-terminating party.
- 12.2. If, during its term, this Agreement is terminated by the President without cause, the termination shall become effective 60 days after receipt of written notice of termination. The obligations of both parties under this Agreement cease when the termination is effective. The Board may, in its discretion, place the President on administrative leave during part or all of the 60-day notice period.
- 12.3 This Agreement may be terminated for cause, if a super-majority of the Board (defined as 4 or more Trustees) in its sole and reasonable discretion, determines that: (1) the President has significantly failed or refused to act in accordance with a material provision of this Agreement or any directive or order of the Board; (2) the President has exhibited gross misconduct or dishonesty in regard to his employment; (3) the President is (or has been) convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (4) the President is unable to perform the essential functions of the position; or (5) the President has acted in bad faith to the detriment of NIC.
- 12.4. In the event of termination for cause, the Board shall provide the President a written statement of its intent to terminate and its reasons for termination. Before the Board makes a final decision, the President is entitled to meet with the Board in executive session, within thirty (30) calendar days of the issuance of the written statement. The President may present any evidence to the Board to rebut the stated reasons for the termination. After the President has had an opportunity to respond to the stated reasons for termination, the Board will make a final decision in writing.

Page **5** of **6**

Section 13. Governing Law

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

Section 14. Assignment

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

Section 15. Amendments

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

Section 16. Notification to Board of Application for Outside Employment

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

Section 17. Waiver

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

Section 18. Entire Agreement

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

Section 19. Severability

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



Page 6 of 6

DATED this 19th day of December 2024.

NORTH IDAHO COLLEGE

Brad Corkill

Chair, Board of Trustees

DATED this 19th day of December 2024.

PRESIDENT

Nick Swavn

President

EMPLOYMENT AGREEMENT PRESIDENT NORTH IDAHO COLLEGE

THIS AGREEMENT is made effective as of December 18, 2024 by and between North Idaho College ("NIC" or the "College") and Dr. Nick Swayne ("President"). The parties hereby agree as follows:

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

Section 7. Automobile

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

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- 12.3 This Agreement may be terminated for cause, if a super-majority of the Board (defined as 4 or more Trustees) in its sole and reasonable discretion, determines that: (1) the President has significantly failed or refused to act in accordance with a material provision of this Agreement or any directive or order of the Board; (2) the President has exhibited gross misconduct or dishonesty in regard to his employment; (3) the President is (or has been) convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (4) the President is unable to perform the essential functions of the position; or (5) the President has acted in bad faith to the detriment of NIC.
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The failure or delay of the President or NIC to enforce at any time or to require compliance at any time with any provision of this Agreement, or to take any permitted action under this Agreement, shall in no way be construed as a continuing or future waiver of such provision or of any other provision of this Agreement, shall not affect the right of either party thereafter to enforce each and every provision of this Agreement, and shall not render any such provision(s) unenforceable or invalid.

Section 18. Entire Agreement

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

Section 19. Severability

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

Signatures on Following Page

DATED this day of December 2025.

NORTH IDAHO COLLEGE

Brad Corkill

Chair, Board of Trustees

DATED this 18 day of December 2025.

PRESIDENT

Nick Swayne President

Tab 5

BOARD OF TRUSTEES MEETING February 26, 2025

TAB 5

SUBJECT: 2025-2026 Regular Meeting Schedule

BACKGROUND: The Regular Meeting of the Board of Trustees generally recurs on the fourth Wednesday of the month, with no regular meeting in the month of July.

DISCUSSION: When the recurring schedule of meetings for the upcoming fiscal year is compared with campus closures, it is recommended to hold the December a week earlier in anticipation of winter travel plans. All other meetings would follow the pattern of the fourth Wednesday.

REQUESTED BOARD ACTION: It is requested that the Board consider a motion to approve the regular meeting schedule as presented.

Prepared by: Kristin Howard

Interim Executive Assistant to the President



Board of Trustees Regular Meeting Schedule FY 2025-2026

Wednesday, August 27, 2025

Wednesday, September 24, 2025

Wednesday, October 22, 2025

Wednesday, November 19, 2025

Wednesday, December 17, 2025

Wednesday, January 28, 2026

Wednesday, February 25, 2026

Wednesday, March 25, 2026

Wednesday, April 22, 2026

Wednesday, May 27, 2026

Wednesday, June 24, 2026

(There is no regular meeting in July.)

Any additional meetings will be announced as needed.

Jul 2025								
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Aug 2025								
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31								

	Sep 2025								
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Oct 2025							
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31								

Jun 2026								
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28	29	30						

Board of Trustees Regular Meetings

Campus Closed

Spring Break: Campus Open; No Classes in Session