

SEPARATION AND RELEASE OF CLAIMS

This Separation and Release of Claims (Agreement) is entered into by Melody Rose, Chancellor of the Nevada System of Higher Education (Employee) and the Board of Regents of the Nevada System of Higher Education (Employer), individually referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

A. Employer and Employee have entered into an Employment Agreement effective September 1, 2020 (Employment Agreement) setting forth the terms and conditions of Employee’s employment as Chancellor of the Nevada System of Higher Education (NSHE), and,

B. Employer and Employee have agreed upon the early termination of Employee’s Employment Agreement effective April 1, 2022 on the terms and conditions set forth in this Agreement,

AGREEMENT

1. Recitals Incorporated. The recitals set forth above are hereby incorporated with this Agreement by reference.

2. Separation. Employee shall resign and separate from employment with NSHE as the Chancellor effective April 1, 2022, the effective date of this Agreement (Effective Date). Employer accepts Employee’s resignation and the termination of the Employment Agreement for convenience effective April 1, 2022.

3. Separation Payment and Benefits. Eight days after the Effective Date, if Employee has not revoked this agreement in accordance with Section 7 below, Employer shall pay Employee a lump sum payment in the amount of \$610,000 (Severance Payment) less standard withholding and deductions in accordance with NSHE standards, rules and procedures. Employee’s group health insurance for herself and her family shall remain in effect, through April 30, 2022. Thereafter, Employee’s health insurance coverage may be continued, at her expense, in accordance with applicable law and policies governing the State of Nevada Public Employee’s Benefit Plan. Any accrued vacation or vacation pay, if any, shall be forfeited in consideration for the Severance Payment. Employee shall not be entitled to any additional payments or consideration for housing allowance, host account, automobile allowance and or any other perquisites, payments, or other consideration of any kind or nature, past present or future, no matter when accrued.

4. Indemnification and Defense. In accordance with the provisions of Nevada Revised Statutes, §§ 41.0305 through 41.039, Employee shall be entitled to defense and indemnification by Employer in any civil action brought against her on any alleged act or omission relating to or based upon her public duties or employment.

5. Release of Claims. Employee agrees by signing this Agreement, she does release and forever

discharge the State of Nevada, Board of Regents for the NSHE, their officers, employees and agents from any and all claims, demands, costs, expenses, benefits, emoluments, damages and rights to compensation whatsoever, which are in any way the result of, arising out of or in any way related to Employee's employment or termination of employment with Employer, up to the Effective Date of this Agreement, both known and unknown, including but not limited to the claims under Chapter 281, 284 and 613 of the Nevada Revised Statutes, 42 U.S.C. 1983, Title VII of the Civil Rights Act of 1964, The Civil Rights Act of 1991, the American with Disabilities Act, the Rehabilitation Act, the Age Discrimination in Employment Act (29 U.S.C. 621, et. seq.), the NSHE Code, Title 2, Chapter 6 and any and all claims under any federal or state law, including common law claims. This Agreement conforms with the criteria set forth in the Older Workers Benefit Protection Act of 1990. Public Law 101-433 in that it is made: (a) knowingly, and (b) provides for the consideration the Employee is entitled to. Nothing in this Agreement shall release or be construed to release any rights, benefits or entitlement that cannot be released by private agreement including those based on or arising out of any pension, health or welfare plans available to Employee in strict accordance with the terms and conditions of such plans nor any rights under any insurance policies or other rights of indemnity to third party claims or insurance coverage for such claims.

6. No disparagement. Employer, on behalf of itself and its managing speaking agents, Regents, officers, and directors, and Employee agree that they shall not make any statements or provide information that disparages the honesty, integrity, ethics, or professional competence and reputation of one another, any specific Regent, or any of their respective agents, representatives and employees. Any such disparagement may give rise to a claim for actual damages only, and without imposition of any exemplary or punitive damages, but in no event shall any such disparagement, should it occur, operate to cancel or rescind this agreement in whole or in part. Employer shall not release or disclose to the public any private confidential information regarding Employee protected from disclosure under the Public Records Act, except as may be requested by Employee or except as may be legally required pursuant to law or any order of any court or administrative body having jurisdiction to order Employer to divulge, disclose or make accessible such information. Employer agrees that if it is required by a court or an administrative body to disclose any Employee private confidential information protected from disclosure under the Public Records Act, they shall immediately notify Jennifer K. Hostetler at Lewis Roca Rothgerber Christie LLP at jhostetler@lewisroca.com, unless prohibited by law.

7. Consideration, Ratification, and Consultation. Employee acknowledges that she has been given a period of at least twenty-one days within which to consider this Agreement and that she may choose not to sign the Agreement during that time, but acknowledges that she has consulted with counsel about the twenty one day period and hereby voluntarily waives the twenty one day period. Employee also acknowledges that for a period of 7 days following her execution of this Agreement, she may revoke the Agreement by mailing written notice of revocation to Employer, postmarked no later than the 7th day following execution of this Agreement.

8. Full Understanding. Voluntary Execution and Advice of Counsel. Employee understands and agrees that by executing this Agreement she has been fully advised and represented by legal counsel of her own selection and that she is fully familiar with all the circumstances surrounding this Agreement. In executing this Agreement the undersigned relies wholly upon her own

judgment and upon the advice counsel of her own independent selection, and that she has been in no way influenced whatsoever in making this Agreement by any representations or statement of Employer, or its agents, servants, current or former employees, representatives or statements of Employer, or its agents servants, current or former employees, representatives, successors and assigns. Employee understands and agrees that this Agreement, and the payment and receipt of the consideration bargained for is not to be construed as an admission, or acknowledgement of liability or responsibility on the part of the Board, NSHE, or its agents, servants, current or former employees, representatives, successor and assigns, herein released, by each of whom all liability or responsibility is expressly denied. Employer understands and agrees that Employee's separation pursuant to this Agreement is not to be construed as an admission or acknowledgement of any negligent act of omission, or any misconduct or wrongdoing of Employee or any of Employee's staff. This Agreement contains the entire agreement of the parties and the terms of this Agreement are contractual and not mere recitals. Employee has carefully read and understood this Agreement in its entirety, understands this Agreement to be a full and final compromise, settlement release, accord, satisfaction and discharge of all claims actions, causes of actions and suits, as above stated, up through the Effective Date of this Agreement. The terms and conditions of this Agreement are controlling to the extent they may conflict with any terms and conditions in the Employment Agreement. Employee has signed this Agreement voluntarily and without reliance upon any statement or representation of NSHE or its agents, servants current and or former employees, representatives, successors and assigns.

9. Governing Law and Venue. This Agreement shall be interpreted and governed by the laws of the State of Nevada. Any litigation or claim based on or arising out of this Agreement shall be brought in any federal or state court of Nevada.

10. Attorneys' Fees. Each of the Parties to this Agreement shall bear her or its own attorneys' fees and costs incurred in connection with entering into this Agreement. In the event one or more of the Parties to this Agreement institutes any legal action or other proceeding against any other Party to enforce the provisions of this Agreement or to declare rights or obligations under this Agreement, the successful Party shall be entitled to recover from the unsuccessful Party reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

11. Ambiguity and Severability. This Agreement shall be deemed equally drafted by each Party and, as such, rules requiring interpretation of this Agreement in favor of one party over the other do not apply. If any provision of this Agreement shall be determined to be invalid or unenforceable, in whole or in part, for any reason, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated therein as so modified or restricted or as if such provision had not been originally incorporated therein, as the case may be.

12. Waiver. No claim or right arising out this Agreement or any breach or default thereof can be discharged in whole or in part by a waiver of that claim or right unless the waiver is supported by consideration and is in writing and executed by the aggrieved Party thereto. A waiver by either

Party of a breach or default by the other party of any provision of this Agreement shall not be deemed a waiver of future compliance therewith, and such provision shall remain in full force and effect.

13. Modification. This Agreement may not be changed, altered, or modified, except in writing and signed by the Parties thereto. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

14. Condition Precedent. This Agreement is being executed by the Chair of the Board of Regents of NSHE following discussion at an Open Meeting and is subject to approval by a majority of a quorum of the board at that meeting.

Dated: March 27, 2022

Employee



Melody Rose

Employer
Board of Regents

By _____
Cathy McAdoo
Chair