

NEVADA STATE BOARD
of
DENTAL EXAMINERS

BUDGET & FINANCE COMMITTEE
MEETING - TELECONFERENCE

MAY 7, 2015

6:30 P.M.

PUBLIC BOOK

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") pursuant to the following terms and conditions between the Nevada State Board of Dental Examiners ("Employer" or "Board") and Debra Shaffer-Kugel ("Executive Director") shall only become effective upon the Board approving this Agreement at a properly noticed public meeting.

1. Employment. Employer hereby employs Executive Director, and Executive Director hereby accepts employment by the Board, as the Board's Executive Director, and agrees to perform such executive, managerial and administrative duties, as set forth in NRS 631 and NAC 631 and perform other such duties which may be changed at the sole discretion of the Board without approval of the Executive Director as authorized by NAC 631.023(1)(f) during the Term, extension periods or "At Will" periods of this employment Agreement. With the exception of the provisions contained in this Agreement the Executive Director has also agreed to be bound by all of the terms and conditions set forth in the Nevada State Board of Examiners, Employee Handbook (hereinafter referred to as the "Employee Handbook") which is attached as Exhibit #1 to this Agreement. In the event there is a conflict between this Agreement and the Employee Handbook this Agreement shall be the controlling authority.

2. Effective Date; Term. This Agreement shall be effective as of June 28, 2013 ("Effective Date"). Subject to earlier termination as provided herein, the Board shall retain the Executive Director, and Executive Director shall serve in the employ of the Employer for a period of one (1) year commencing at the Effective Date. If either party to this Agreement chooses not to renew the terms and conditions set forth herein by exercising their rights under this paragraph then Executive Director's employment with Employer may continue on an At-Will basis. During the "At Will" period of employment all of the provisions on this agreement will remain in full force and effect. Notwithstanding the foregoing, the parties after an annual review of the Executive Director by the Board and by motion of the Board the Board if agreeable by the Executive Director the Board may extend this agreement for subsequent one (1) year periods. In the event the Term is extended for an additional one (1) year term or the employment becomes At-Will all of the provisions of this Agreement, including the provisions of the Employee Handbook shall remain in full force and effect.

3. Compensation.
 - a. Base Salary. During the Specified Term, in consideration of the performance by the Executive Director of the Executive Director's obligations hereunder to Employer, Employer shall pay Executive an annual base salary (the "Base Salary") of _____ Dollars (\$) _____) The Base Salary shall be payable in accordance with the payroll practices of Employer as set forth in the Employee Handbook. (See Exhibit #1) The Base Salary shall be reviewed annually, exclusively by the Board, and any increase thereto shall be at the Board's sole discretion. Any increase will only be effective upon a vote by the Board at a properly notice public meeting.

- b. Bonus Compensation.The Executive Director may be entitled to an annual discretionary bonus which will be at the sole discretion of the Board. Any discretionary bonus granted by the Board will only be effective upon a vote by the Board at a properly notice public meeting.
 - c. Benefit Programs.During Term and any extended Terms the Executive Director shall be entitled to participate in Employer's entire benefit plan for its Employees as set forth in the Nevada State Board of Dental Examiners, Employee Handbook. The benefits are subject to Employer's right to amend, terminate or take other similar actions with respect to such plans. (See Exhibit #1)
 - d. Holidays. Vacation. Sick Leave.As of the Effective Date, Executive Director shall be entitled to holidays, vacation sick leave as set forth in the Nevada State Board of Dental Examiners, Employee Handbook. (See Exhibit # 1)
 - e. Alcohol & Drug Use.As of the Effective Date, Executive Director shall be bound by the alcohol and drug use provisions as set forth in the Nevada State Board of Dental Examiners, Employee Handbook. (See Exhibit #1)
4. Extent of Services.The Executive Director agrees the duties and services to be performed by the Executive Director shall be performed exclusively for Employer. The Executive Director further agrees to perform such duties in an efficient, trustworthy, lawful, and businesslike manner. The Executive Director agrees not to render to others any service of any kind whether or not for compensation, or to engage in any other activities whether or not for compensation, that is similar to or conflicts with the performance of the Executive Director's duties under this Agreement, without the prior written approval of the Board.
5. Restrictive Covenants.
 - a. Confidential & Propriety Information.The Executive Director acknowledges during the course of executing the Executive Director's responsibilities hereunder, she will have access to sensitive private information about licensees, patients and Board Members and Board Employees which must be protected from public disclosure. In addition the Executive Director shall become acquainted with certain confidential and proprietary information as further described herein.Executive further acknowledges that such information must remain confidential unless disclosure is otherwise permitted by Nevada law. Disclosure of such confidential information would be grounds for the immediate termination of the Executive Director. Further upon termination of the Executive Director, acknowledges she has an obligation to continue to maintain the confidential of information the Executive Director has become acquainted during her employment. Regarding confidential and proprietary information the Executive Director also agrees to the terms and conditions set forth in the Employee Handbook. (See Exhibit #1)

- b. Confidentiality.The Executive Director covenants and agrees the Executive Director shall not at any time during the Term or thereafter, without Employer's prior written consent make known to any person or outside entity any confidential information, in any form which is not a public record. The Executive Director covenants and agrees that she shall not at any time during the Term or thereafter, without the Employer's prior written consent, utilize proprietary or confidential information in any way other than in connection with the Executive Director executing her duties and obligations.
 - c. Third Party Information.The Executive Director acknowledges in the execution of her duties and obligations the Board has and will receive from third parties confidential or proprietary information which the Executive Director has to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes as permitted by NRS 631, NAC 631, NRS 233B and NAC 233B. The Executive Director will hold all such confidential or proprietary information in the strictest confidence and will not disclose it to any person or entity or use it except as necessary in carrying out Executive Director's duties hereunder consistent with NRS 631, NAC 631, NRS 233B and NAC 2338. .
 - d. Employer's Property.The Executive Director hereby confirms the proprietary or confidential information and all information concerning the services the Board provides to the public through the Board facilities and operation are the Board's sole and exclusive property.The Executive Director agrees that upon termination of employment the Executive Director shall promptly return to Employer all documents, papers, notes, notebooks, memoranda, computer disks, and any other similar repositories of information containing or relating in any way to the proprietary or confidential information related to the operation of the Board.Such repositories of information also include but are not limited to any so-called personal files or other personal data compilations in any form, which in any manner contain any proprietary or confidential information of the Board.
 - e. Notice to Employer.The Executive Director agrees to notify Employer immediately of any employers for whom Executive Director works or provides services (whether or not for remuneration) during Term or which would be in conflict with the provisions paragraph 5.a.above.
6. Representations. The Executive Director hereby represents, warrants and agrees with Employer that:
- a. The covenants and agreement contained in paragraphs 5 are reasonable, appropriate and suitable in their scope, duration and content; Employer's agreement to employ the Executive Director and a portion of the compensation and consideration to be paid to Executive Director hereunder is separate and partial consideration for such covenants and agreements; Executive shall not, directly or indirectly, raise any issue of the reasonableness, appropriateness and suitability of the scope, duration or content of such covenants and agreements in

any proceeding to enforce such covenants and agreements; and such covenants and agreements shall survive the termination of this Agreement, in accordance with their terms;

- b. The enforcement of any remedy under this Agreement will not prevent Executive Director from earning a livelihood, because Executive Director's past work history and abilities are such the Executive Director can reasonably expect to find work in other areas and lines of business;
- c. The covenants and agreements stated in Paragraph 5 above are essential for the Board to protect the citizens of Nevada for the potential release of confidential and proprietary information by the Executive Director;
- d. The Board has reasonably relied on these covenants and agreements by the Executive Director;
- e. The Executive Director has the full right to enter into this Agreement, and entering into and performance of this Agreement will not violate or conflict with any arrangements or agreements the Executive Director may have or agreed to have with any other person or entity; and
- f. The Executive Director acknowledges and warrants receipt of sufficient separate consideration for the Executive Director's obligation and duties set forth in paragraph 5 above.

The Executive Director agrees that in the event the Executive Director breaches or threatened to breach of any covenants and agreements set forth in paragraphs 5 and/or 8, Employer may seek to enforce such covenants and agreements in court through any equitable remedy, including specific performance or injunction, without waiving any claim for damages. In any such event the Executive Director waives any claim that the Employer has an adequate remedy at law or for the posting of a bond. In the event the Board has to seek injunctive relief the Executive Director agrees to be responsible for any fees and cost, including attorney's fees

7. Termination for Death or Disability .The Executive Director's employment hereunder shall terminate upon Executive Board death and may be terminated by the Board for "Disability" (as defined below). In the event of a termination of Executive Director's employment as a result of death or Disability the Executive Director(or Executive's estate) shall have no right to receive any compensation or benefit hereunder or otherwise from Employer on and after the effective date of termination of employment other than:
- (1) unpaid Base Salary earned to the date of termination of employment (which shall be paid on Employer's next scheduled payroll date);
 - (2) unpaid business expense reimbursement;
 - (3) unpaid benefits as provided for in the Employee Handbook (See Exhibit #1);
 - (4) a lump sum amount equal to sixty (60) days Base Salary (which shall be paid within thirty (30) days following Executive Director termination);
 - (5) six (6)

months, if applicable of COBRA payments for Executive Director (if such termination is due to Disability) and Executive Director's then-insured dependents at the For purposes hereof, "Disability" shall be defined as the inability of Executive to perform Executive's material duties hereunder due to a physical or mental injury, infirmity or incapacity for one hundred eighty (180) days (including weekends and holidays) in any three hundred, sixty-five (365)day period as determined by the Board in its reasonable discretion and the findings of a physician mutually selected by Employer and Executive Director (or Executive's representative).

8. Termination by Employer

- a. For Cause. Employer may terminate Executive Director's employment hereunder for Cause (as defined below) at any time. If Employer terminates Executive Director employment for Cause, Executive Director shall have no right to receive any compensation or benefits hereunder or otherwise from Employer on and after the effective date of termination of employment other than: (1)unpaid Base Salary earned to the date of termination of employment (which shall be paid on Employer's next scheduled payroll date); (2) unreimbursed business expenses. For purposes of this paragraph 8, "Cause" is defined as Executive Director's: (i) failure to abide by Employer's policies and procedures; (ii) misconduct, gross negligence, insubordination, or inattention to Employer's business; (iii) failure to perform the duties required of Executive Director as set forth in NRS 631 and NAC 631 and perform such other duties assigned by the Board pursuant NAC

63 1.023(1)(f) or other material breach of this Agreement. The Employer agrees to provide written notice to Executive Director of the specific items identified as Cause and afford Executive a period of thirty (30) business days from receipt of the written notice to remedy the deficiencies to Employer's satisfaction. If, at the conclusion of the cure period, Employer determines Executive Director has not satisfactorily remedied the deficiency, Employer shall notify Executive Director, who shall be immediately terminated. Nothing in this paragraph8 precludes Employer from immediately terminating Executive Director's employment if Executive Director is convicted of felonious criminal conduct; physically aggressive conduct toward any co-worker or citizen or illegal drug use; or the Executive Director conduct poses an immediate threat to the general health, safety of welfare of the public.

- b. Without Cause. Employer may terminate Executive at any time during the Term or any extension thereafter, upon thirty (30) days' written notice, or, in the Board's sole discretion, pay to the Executive Director the equivalent of thirty (30) days' Base Salary in lieu of notice. In addition to any amount due in lieu of notice, should Employer terminate Executive's employment without Cause, then Executive shall have no right to receive any compensation or benefits hereunder or otherwise from Employer on or after the effective date of termination of employment other than: (1) unpaid Base Salary earned to the date of termination of employment (which shall be paid on Employer's next scheduled payroll date); (2) a lump sum amount equal to an additional six (6) months' Base Salary (which

shall be paid within sixty (60) days following Executive Director (termination); provided that to the extent that the payment of such amount constitutes "nonqualified deferred compensation" for purposes of "Code Section 409A " (as defined in paragraph 27), such payment shall not be paid until the sixtieth (60th) day following such termination; (3) unreimbursed business expenses; (4) benefits provided for in the Employee Handbook; and (5) Employer paid COBRA benefits if applicable for a period of six (6) months following termination.

9. Release: Full Satisfaction. Notwithstanding anything to the contrary, no payments or benefits shall be provided pursuant to paragraph 7 and 8 unless and until Executive Director executes and delivers a standard form of general release of claims, and such release has become irrevocable within sixty (60) days following termination; provided, however, that Executive Director shall not be required to release any indemnification rights or continuing rights to benefits under Employer's benefit plans, in accordance with the terms and conditions of such plans. (See Exhibit #1)
10. Cooperation Following Termination. Following termination of Executive Director's employment hereunder for any reason, Executive agrees to cooperate with Employer upon the reasonable request of the Employer and to be reasonably available to Employer with respect to matters arising out of Executive Director's services. Employer shall reimburse, or at Executive Director's request, advance the Executive Director for expenses reasonably incurred in connection with such matters.
11. Interpretation: Each Party the Drafter. Each of the parties was represented by or had the opportunity to consult with counsel who either participated in the formulation and documentation of, or was afforded the opportunity to review and provide comments on, this Agreement. Accordingly, this Agreement and the provisions contained in it shall not be construed or interpreted for or against any party to this agreement because that party drafted or caused that party's legal representative to draft any of its provisions.
12. Severability. If any provision hereof is unenforceable, illegal or invalid for any reason whatsoever, such fact shall not affect the remaining provisions hereof, except in the event a law or court decision, whether on application for declaration, or preliminary injunction or upon formal judgment, declares one or more of the provisions of this Agreement that impose restrictions on Executive unenforceable or invalid because of the geographic scope or time duration of such restriction. In such event, Employer shall have the option:
 - a. To deem the invalidated restrictions retroactively modified to provide for the maximum geographic scope and time duration that would make such provisions enforceable and valid; or
 - b. To terminate *:this* Agreement pursuant to paragraph 8(a) or 8(b), whichever is applicable.

Exercise of any of these options shall not affect Employer's right to seek damages or such additional relief as may be allowed by law with respect to any breach by Executive of the enforceable provisions of this Agreement.

13. Notice. For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given: (i) when personally delivered; (ii) when delivered by facsimile upon receipt of confirmation that the transmission was successful; (iii) the business day following the day when deposited with a reputable and established overnight express courier (charges prepaid); or (iv) five (5) days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified, notices shall be sent to the addresses indicated below:

To Employer:

Nevada State Board Dental
Examiners
6010 S. Rainbow Boulevard
Building A, Suite #1
Las Vegas, Nevada 89118
Facsimile #: (702) 486-7044

With a copy to its:

John A. Hunt
Morris Polich & Purdy
501 S. Rancho Drive, Suite 17
Las Vegas, Nevada 89106
Facsimile #: (702) 862-8400

To Executive:

Debra Shaffer
[REDACTED]
[REDACTED]

or to such other address as either party shall have furnished to the other in writing in accordance herewith.

14. Tax Withholding. Notwithstanding any other provision of this Agreement, Employer may withhold from any amounts payable under this Agreement, or any other benefits received pursuant hereto, such federal, state, local and other taxes as shall be required to be withheld under any applicable law or regulation.
15. Dispute Resolution.
- a. Any dispute, claim or controversy arising from or related in any way to this Agreement or the interpretation, application, breach, termination or validity thereof, including any claim of inducement of this Agreement by fraud, or arising from or related in any way to Executive's employment with Employer will be submitted for final resolution by private arbitration before a single arbitrator and in accordance with the National Rules for the Resolution of Employment Disputes

and practices then in effect of the American Arbitration Association or any successors thereto ("AAA"), except where those rules conflict with these provisions, in which case these provisions control; provided, however, that Employer shall have the right to seek in court equitable relief, including a temporary restraining order, preliminary or permanent injunction or an injunction in aid of arbitration, to enforce its rights set forth in paragraph 8. The arbitration will be held in Las Vegas, Nevada.

- b. Giving recognition to the understanding of the parties hereto that they contemplate reasonable discovery, including document demands and depositions, the arbitrator shall provide for discovery in accordance with the Nevada Rules of Civil Procedure as reasonably applicable to this private arbitration.
 - c. To the extent possible, the arbitration hearings and award will be maintained in confidence, except as may be required by law or for the purpose of enforcement of an arbitration award.
 - d. Each party shall bear its own costs and expenses incurred in connection with arbitration proceedings pursuant to this Agreement to arbitrate. To the extent permitted by law, the costs and expenses of the arbitrator(s) and related expenses shall be shared equally between Employer and Executive Director.
 - e. Each party hereto waives, to the fullest extent permitted by law, any claim to punitive, exemplary, liquidated, or multiplied damages from the other.
16. No Waiver of Breach or Remedies.No failure or delay on the part of Employer or Executive Director in exercising any right, power or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
17. Amendment or Modification.No amendment, modification, termination or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed and approved by the Board and Executive, nor consent to any departure by the Executive Director from any of the terms of this Agreement shall be effective unless the same is approved by the Board and signed by the President of the Board. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
18. Governing Law; Venue.The laws of the State of Nevada shall govern the validity, construction, and interpretation of this Agreement, without regard to conflict of law principles. Each party irrevocably submits to the exclusive jurisdiction of the courts of the State of Nevada in any action, suit or proceeding of any kind arising out of or relating to this Agreement (including arbitration) or any matters contemplated hereby, and agrees

that any such action, suit or proceeding shall be brought only in such court.

19. Headings.The headings in this Agreement have been included solely for convenience of reference and shall not be considered in the interpretation or construction of this Agreement.
20. Assignment.This Agreement is personal to Executive and may not be assigned by Executive. This Agreement may be assigned by Employer to its successors and shall be binding upon the successors and assigns of Employer.
21. Prior Agreements.At the Effective Date, this Agreement shall supersede and replace any and all other prior discussions and negotiations as well as any and all agreements and arrangements that may have been entered into by and between Employer or any predecessor thereof, on the one hand, and Executive Director, on the other hand, prior to the Effective Date relating to the subject matter hereof. The Executive Director acknowledges that all rights under such prior agreements and arrangements shall be extinguished.

WHEREAS, this Agreement shall only become effective when this Agreement is approved by the Board at a properly notice public meeting.

Debra Shaffer-Kugel:

Signature

Date: _____

This foregoing Employment Agreement was:

Approved _____ Disapproved _____

by a vote of the Nevada State Board of Dental Examiners at a properly noticed meeting.

DATED this ____ day of _____, 2015.

TIMOTHY PINTHER, DDS, PRESIDENT
NEVADA STATE BOARD OF DENTAL EXAMINERS