

NEVADA STATE BOARD
of
DENTAL EXAMINERS



BOARD TELEPHONE
CONFERENCE

SEPTEMBER 11, 2017

6:00 P.M.

PUBLIC BOOK

Employment Contract

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 Melanie Bernstein-Chapman ("General Counsel") shall only become effective upon the Board approving this Agreement at a properly noticed public meeting.

1. Employment. Employer hereby employs General Counsel, and General Counsel hereby accepts employment by the Board, as the Board's General Counsel, and agrees to perform such legal 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 and 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 General Counsel 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 September 11, 2017 ("Effective Date"). Subject to earlier termination as provided herein, the Board shall retain the General Counsel, and General Counsel 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 General Counsel'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 forces and effect. Notwithstanding the foregoing, the parties after an introductory period review and/or annual review of the General Counsel by the Board and by motion of the Board the Board if agreeable by the General Counsel 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 General Counsel of the General Counsel's obligations hereunder to Employer, Employer shall pay General Counsel an annual base salary (the "Base Salary") of **One Hundred Fifteen Thousand Dollars (\$ 115,000.00**). 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 General Counsel 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 General Counsel 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, General Counsel 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, General Counsel 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 General Counsel agrees the duties and services to be performed by the General Counsel shall be performed exclusively for Employer. The General Counsel further agrees to perform such duties in an efficient, trustworthy, lawful, and businesslike manner. The General Counsel 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 General Counsel's duties under this Agreement, without the prior written approval of the Board.
5. Restrictive Covenants.
- a. Confidential & Propriety Information. The General Counsel acknowledges during the course of executing the General Counsel's responsibilities hereunder, she will have access to sensitive private information about licensees, patients and Board Members which must be protected from public disclosure. In addition the General Counsel shall become acquainted with certain confidential and proprietary information as further described herein. General Counsel 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 General Counsel. Further upon termination of the General Counsel, acknowledges she has an obligation to continue to maintain the confidential of information the General Counsel has become acquainted during her employment. Regarding confidential and proprietary information the General Counsel also agrees to the terms and conditions set forth in the Employee Handbook. (See Exhibit #1)
 - b. Confidentiality. The General Counsel covenants and agrees the General Counsel

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 General Counsel 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 General Counsel executing his/her duties and obligations.

- c. Third Party Information. The General Counsel acknowledges in the execution of his/her duties and obligations the Board has and will receive from third parties confidential or proprietary information which the General Counsel 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 General Counsel 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 General Counsel's duties hereunder consistent with NRS 631, NAC 631, NRS 233B and NAC 233B.
 - d. Employer's Property. The General Counsel 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 General Counsel agrees that upon termination of employment the General Counsel 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.
6. Representations. The General Counsel 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 General Counsel and a portion of the compensation and consideration to be paid to General Counsel 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 General Counsel from earning a livelihood, because General Counsel's past work history and abilities are such the General Counsel 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 General Counsel;
- d. The Board has reasonably relied on these covenants and agreements by the General Counsel;
- e. The General Counsel 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 General Counsel may have or agreed to have with any other person or entity; and
- f. The General Counsel acknowledges and warrants receipt of sufficient separate consideration for the General Counsel's obligation and duties set forth in paragraph 5 above.

The General Counsel agrees that in the event the General Counsel 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 General Counsel 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 General Counsel agrees to be responsible for any fees and cost, including attorney's fees

- 7. Termination for Death or Disability. The General Counsel's employment hereunder shall terminate upon General Counsel's death and may be terminated by the Board for "Disability" (as defined below). In the event of a termination of General Counsel's employment as a result of death or Disability the General Counsel (or General Counsel'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 thirty (30) days Base Salary (which shall be paid within fifteen (15) days following General Counsel's termination); (5) three (3) months, if applicable of COBRA payments for General Counsel (if such termination is due to Disability) and General Counsel's then-insured dependents at the For purposes hereof, "Disability" shall be defined as the inability of General Counsel to perform General Counsel'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 General Counsel (or Counsel's representative).

8. Termination by Employer

- a. For Cause. Employer may terminate General Counsel's employment hereunder for Cause (as defined below) at any time. If Employer terminates General Counsel employment for Cause, General Counsel 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 General Counsel'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 General Counsel as set forth in NRS 631 and NAC 631 and perform such other duties assigned by the Board pursuant NAC 631.023(1)(f) or other material breach of this Agreement. The Employer agrees to provide written notice to General Counsel of the specific items identified as Cause and afford Counsel 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 General Counsel has not satisfactorily remedied the deficiency, Employer shall notify General Counsel, who shall be immediately terminated. Nothing in this paragraph8 precludes Employer from immediately terminating General Counsel's employment if General Counsel is convicted of felonious criminal conduct; physically aggressive conduct toward any co-worker or citizen or illegal drug use; or the General Counsel conduct poses an immediate threat to the general health, safety of welfare of the public.
- b. Without Cause. Employer may terminate General Counsel 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 General Counsel 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 Counsel's employment without Cause, then Counsel 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 sixty (60) days Base Salary (which shall be paid within thirty (30) days following General Counsel 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 thirddth (30th) 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 three (3) 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 General Counsel executes and delivers a standard form of general release of claims, and such release has become irrevocable within thirty (30) days following termination; provided, however, that General Counsel 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 General Counsel's employment hereunder for any reason, Counsel 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 General Counsel's services. Employer shall reimburse, or at General Counsel's request, advance the General Counsel 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 Counsel's 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 Counsel 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

To General Counsel:

Melanie Bernstein-Chapman


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 Counsel'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

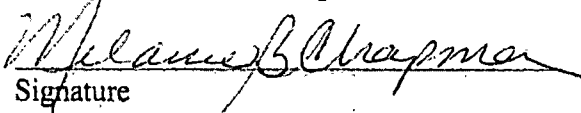
in aid of arbitration, to enforce its rights set forth in paragraph 8. The arbitration will be held in Las Vegas, Nevada.

- 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 General Counsel.
 - 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 General Counsel 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 Counsel, nor consent to any departure by the General Counsel 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 Counsel and may not be assigned by General Counsel. 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 General Counsel, on the other hand, prior to the Effective Date relating to the subject matter hereof. The General Counsel 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.

Melanje Bernstein-Chapman


Signature

Date: 9/5/17

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 _____, 2017.

BYRON BLASCO, DMD, PRESIDENT
NEVADA STATE BOARD OF DENTAL EXAMINERS