

RETIREMENT AGREEMENT

This Retirement Agreement (“Agreement”) is entered into by and between Daniel J. Klaich, Chancellor of the Nevada System of Higher Education (“Employee”) and the Board of Regents of the Nevada System of Higher Education (“Employer”). This Agreement is made with reference to the following facts:

RECITALS

A. Employer and Employee have entered into an Employment Agreement effective July 1, 2012 (“Employment Agreement”), setting forth the terms and conditions of Employee’s employment as Chancellor from the Nevada System of Higher Education (“NSHE”); and,

B. Employer and Employee have agreed to the early termination of Employee’s Employment Agreement on the terms and conditions set forth in this Agreement.

Based upon the foregoing, Employer and Employee agree as follows:

AGREEMENT

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

2. Retirement. Employee shall retire and separate from employment with the NSHE as the Chancellor effective June 2, 2016 (“Effective Date”). Employer accepts Employee’s retirement and the termination of the Employment Agreement for convenience effective June 2, 2016.

3. Salary and Benefits. Employee’s current salary and benefits shall be continued through and including the Effective Date. On the Effective Date, and in accordance with the terms of the Employment Agreement, Employer shall pay Employee a lump sum amount equal to Employee’s current base salary from the Effective Date through June 30, 2017, less standard withholding and deductions in accordance with NSHE standard rules and procedures. Employee’s group health insurance coverage for himself and his spouse shall remain in effect, at Employer’s expense, through the end of the month of the Effective Date. Thereafter, Employee’s health insurance coverage may be continued, at Employee’s expense, in accordance with applicable law and policies governing the State of Nevada Public Employee’s Benefit Plan. Employee’s accrued but unused vacation, if any, shall be paid in accordance with NSHE standard rules and procedures. As provided in the Employment Agreement, Employee shall not be entitled to any remaining payments for housing allowance, automobile allowance, host account, other perquisites or any and all other payments to which Employee may otherwise be entitled, after the Effective Date.

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 him based on any alleged act or omission relating to or based upon his public duties or employment.

5. Release of Claims. Employee agrees that by signing this Agreement, he 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 with Employer up to the Effective Date of this Agreement, including, but not limited to, the claims under Chapters 281, 284 and 613 of the Nevada Revised Statutes, 42 U.S. 1983, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans With Disabilities Act, the Rehabilitation Act, and the Age Discrimination in Employment Act (29 U.S.C. §621, et seq.), the NSHE Code, Title 2, Chapter 6, and any and all other claims under any federal or state law, including common law claims. This Agreement follows and 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 voluntarily; and (b) provides consideration the Employee is entitled to.

6. Consideration, Ratification, and Consultation Employer acknowledges that he has been given a period of at least twenty-one (21) days within which to consider this Agreement and that he may choose not to sign the Agreement during that time, but he acknowledges that he has consulted with counsel about the twenty-one (21) day period and hereby voluntarily waives the twenty-one (21) day period. Employee acknowledges that for a period of seven (7) days following his execution of this Agreement, he may revoke the Agreement by mailing written notice of revocation to the undersigned Employer, postmarked no later than three (3) days following the date on which he signs the Agreement. This Agreement shall not become effective or enforceable until the seven (7) day revocation period has expired.

7. Full Understanding, Voluntary Execution and Advice of Counsel. Employee understands and agrees that by executing this Agreement he has been fully advised and represented by legal counsel of his own selection and that he is fully familiar with all of the circumstances surrounding the claim which is the subject of this Agreement. In executing this Agreement the undersigned relies wholly upon his own judgment, and upon the advice of counsel of his own independent selection, and that he has been in no way influenced whatsoever in making this Agreement by any representations 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 acknowledgment of liability or responsibility on the part of NSHE, or its agents, servants, current or former employees, representatives, successors and assigns, herein released, by each of whom all liability or responsibility is expressly denied. Employer understands and agrees that Employee's retirement pursuant to this Agreement is not to be construed as an admission or acknowledgment of any misconduct by 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 Employee's 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.

8. Governing Law and Venue. This Retirement Agreement shall be interpreted and governed by the laws of the State of Nevada. Any litigation or claim to enforce any provision of this Retirement Agreement shall be brought in the Second Judicial District Court in and for the County of Washoe, State of Nevada.

9. Condition Precedent - Approval by Board of Regents. This Agreement is being executed by the Chairman of the Board of Regents of NSHE subject to the approval by the Board of Regents following discussion at an open meeting. If this Agreement is not approved by a majority vote of the Board of Regents of NSHE following consideration at a public meeting to be held on May 12, 2016 it shall be null and void and of no further force and effect.

Dated: May ____, 2016.

EMPLOYEE:

Daniel J. Klaich

EMPLOYER:

Board of Regents of the Nevada System of
Higher Education

By _____
Richard M. Trachok II, Chairman