

PRESIDENT EMPLOYMENT AGREEMENT
between
Board of Regents of the Nevada System of Higher Education,
and
Vincent R. Solis

This President Employment Agreement (this "Agreement") is effective this 4th day of May, 2018 (the "Effective Date"), contingent upon the approval of the Board of Regents of the Nevada System of Higher Education (the "Board of Regents" or "Employer"), by and between the Board of Regents of the Nevada System of Higher Education, and Vincent R. Solis (the "President

3.4. Employee's Certification of Truth and Accuracy of Materials and Representations.

Employee does hereby certify and declare that Employee's application materials, including but not limited to resumes and curriculum vitae submitted in support of candidacy for employment are a true and accurate representation of Employee's education, credentials, qualifications, experience, and background and acknowledges that falsification of employment applications or documents submitted to the NSHE, or making other false or fraudulent representations in securing employment is grounds for immediate termination of this Agreement for cause. Falsification or misrepresentation of education, credentials, qualifications, experience, or background and/or evidence that degrees offered in support of candidacy for employment have been issued from non-accredited institutions, in Employer's sole and absolute discretion, invalidates the employment contract and voids this Agreement and results in immediate termination for cause.

ARTICLE 4 – POSITION

4.1 Employment As President of Western Nevada College.

4.1.a. Position.

The Employee is hereby employed by the

Providing

1. Leadership

While serving as President, additional perquisites consisting of an automobile allowance and a housing allowance shall be provided in recognition of the requirements of this position and paid in lieu of furnishing an automobile and a house to the Employee as follows:

5.4.a Automobile.

An automobile allowance of \$8,000.00 per fiscal year, paid in equal monthly installments and prorated for partial months of service, which shall be in lieu of reimbursement for use of a private vehicle on official business within a fifty-mile radius of the Employee's primary residence.

5.4.b Housing.

An annual housing allowance of \$12,000.00 per fiscal year, paid in equal monthly installments and prorated for partial months of service.

ARTICLE 6 – DISCIPLINE AND TERMINATION

6.1 Discipline and Termination.

Employee recognizes that Employee's promise to remain as President of the Institution through the entire Term is of the essence of this Agreement to the Employer. It is also recognized, however, that certain circumstances may make it appropriate for Employer to terminate this Agreement prior to the completion of its entire term, as follows:

6.1.a. Termination Without Cause.

Employee serves at the pleasure of the Board of Regents and at any time after commencement of this Agreement, the Board of Regents, for its own convenience, may terminate this Agreement. Employee may be removed by the Board of Regents at any time, without cause, and the Agreement terminated. Upon termination without cause, the Employee shall continue to receive on a monthly basis the Base Salary set forth in Article 5.1.a for (a) the expiration of the Term of this Agreement, or (b) twelve (12) months following such termination, whichever occurs first. Upon termination without cause Employee shall not receive or be entitled to any payments for housing allowance, automobile allowance, and host account, as set forth in Articles 5.2 through 5.6 of this Agreement. Upon termination without cause, the President shall not be entitled to any remaining payments for perquisites, salary supplements, accrued annual leave, bonuses, deferred compensation, or any payments funded by a Foundation.

6.1.b Mitigation by Employee.

Notwithstanding the provisions of Article 6.1.a, Employee agrees to mitigate the Employer's payment obligation under Article 6.1.a by making reasonable and diligent efforts to obtain employment; such employment

information, personnel information, employee and patient health information, attorney-client privileged information, and other information or documents deemed confidential by law or NSHE policy. Employee shall hold confidential information in strict confidence and will exercise a reasonable degree of care to prevent disclosure of confidential information to third-parties. Except as required by law or where authorized by NSHE policy, Employee shall not provide, and is prohibited from providing, confidential information to third-parties, including other institutions of higher education, their employees, agents or representatives. Any breach by Employee of the obligations under this Article 7.1 shall constitute cause for termination under Article 6.1.d of this Agreement. Notwithstanding any other provision of this Agreement, Employee's obligations under this Article 7.1 shall survive the expiration or termination of this Agreement.

7.2 Other Employment Opportunities.

The parties agree that should another employment opportunity be presented to the Employee or should the Employee be interested in another position as a President at any institution of higher education, the Employee shall immediately notify the Chancellor in writing of such opportunity in advance of accepting such offer. (b) (5) - DPP, (b) (5) - P, (b) (5) - ACP, (b) (5) - T, (b) (5) - F, (b) (5) - EMO, (b) (5) - MGD, (b) (5) - MFD, (b) (5) - S

No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed, intending to be legally bound by its provisions upon approval of the Board of Regents of the Nevada System of Higher Education, the Employee acknowledging that Employee has had an opportunity to review this Agreement with Employee's attorney.

BOARD OF REGENTS OF THE NEVADA SYSTEM
OF HIGHER EDUCATION

EMPLOYEE

By: _____

By: _____

Date: _____

Date: _____