

## EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is entered into this 18<sup>th</sup> day of July, 2016 (the "Effective Date") by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision ("Employer"), and David J. Patton ("Employee").

In consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Title and Duties.** Subject to Employee's release from his existing Twin Rivers Employment Agreement, Employer hereby hires Employee as its Chief Executive Officer, effective as of the Commencement Date specified in Section 5 below. Employee's principal employment duties and responsibilities shall be those duties described in Exhibit "A" attached hereto and incorporated herein by this reference, and such other duties as may be determined by the chairperson ("Chair") of the Coordinating Council of the Learning Community of Douglas and Sarpy Counties ("Coordinating Council"). Employee shall discharge Employee's duties hereunder, in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner Employee reasonably believes to be in the best interests of Employer. Employer shall provide Employee with sufficient operating and administrative personnel and support as reasonably determined by Employer to permit Employee to operate with maximum efficiency, consistent with its responsibilities under the statutes of Nebraska and sound fiscal and management practices.

2. **Full-Time Efforts.** Except for illnesses and leave periods, Employee shall devote Employee's full business time, attention and best efforts to the performance of Employee's business duties and responsibilities under this Agreement. Employee will not engage in any other business or render any commercial or professional services, directly or indirectly, to any other person or organization, whether for compensation or otherwise, unless explicitly approved in writing by the Chair. Employee's primary place of employment shall be at the offices of Employer located in the Omaha, Nebraska metropolitan area.

3. **Reporting and Evaluation.** Employee shall report directly to the Chair of Employer's Coordinating Council. The Chair of the Coordinating Council and the Administration & Personnel Subcommittee of the Coordinating Council shall review Employee's performance on an annual basis. The criteria for such annual review shall be based on and reflective of Employee's duties as set forth in Exhibit "A" and such other duties as may be determined by the Chair and the Coordinating Council. The annual review shall include a process by which members of the Coordinating Council may provide input on the performance of Employee. Employee hereby acknowledges and understands that after each annual review has been completed, the Chair of the Coordinating Council and the Chair of the Administration & Personnel Subcommittee of the Coordinating Council shall report the results of such review, including any recommendations concerning compensation adjustments.

4. **Compensation.**

a. **Base Salary.** Employer shall pay Employee an annual base salary of One Hundred Thirty-Four Thousand and No/100 Dollars (\$134,000.00), subject to applicable withholdings and annual cost of living adjustments, unless and until adjusted as set forth below (the "Base Salary"). Employee's Base Salary shall be paid, less applicable withholdings, on a monthly basis in the gross amount of \$11,166.67, in

accordance with Employer's regular payroll practices and policies. Employee's Base Salary will be evaluated by the Coordinating Council on an annual basis, and the Coordinating Council may authorize increases to the Base Salary, in its sole discretion, based on Employee's performance (as approved by the Coordinating Council) and the results of Employee's annual performance review.

b. Discretionary Incentive Compensation. In addition to the Base Salary, Employee shall be eligible to receive a discretionary performance bonus in an amount of up to three percent (3%) of Employee's Base Salary as of June 30, 2017, based upon Employee's accomplishment of performance goals for 2016-2017, as determined by the Coordinating Council in its sole discretion. Incentive compensation opportunities in subsequent years, if any, will be determined by the Coordinating Council.

c. Moving Expenses. Employer shall pay or reimburse Employee for moving expenses actually incurred by Employee up to a maximum of Five Thousand and No/100 Dollars (\$5,000.00) (the "Moving Expenses"). In the event Employee voluntarily resigns his employment with Employer during the first twenty-four (24) months following the Commencement Date, Employee shall be required to repay Employer a prorated portion of the Moving Expenses based on the number of months remaining in the 24-month period. By way of example, if Employee resigns after completion of 15 months of service, Employee will be required to pay back an amount equal to 9/24 of the Moving Expenses.

d. Employee Benefits. During Employee's employment with Employer, Employee shall be eligible to participate in any employee benefit plans and programs as adopted by Employer from time to time and generally made available to similarly situated employees of Employer, in a manner consistent with the terms and conditions of such plan or program, and on a basis that is commensurate with Employee's then-current position and duties with Employer. Such benefits may include, but shall not be limited to, group health and dental insurance benefits, disability and accidental health and dismemberment insurance, and a retirement income plan.

e. Vacation / Holidays. Employee shall receive fifteen (15) days of paid vacation per year (exclusive of weekends), subject to the Maximum Accrual Amount described below. Employee shall also receive holiday pay for all holidays recognized by Employer each year. Unused vacation may be carried over into the next employment year; however, once Employee has accrued thirty (30) days of unused vacation (the "Maximum Accrual Amount"), Employee will not receive or accrue any additional vacation until Employee has reduced Employee's vacation balance below the Maximum Accrual Amount.

f. Personal / Sick Leave. Employee shall also receive twelve (12) days of paid leave per year to attend to personal matters or for the illness of Employee or an immediate family member of Employee. Five (5) days of unused personal/sick leave may be carried over each year and any unused days shall be forfeited. Employee will not receive payment for any unused personal/sick leave days upon termination of employment or in lieu of use.

g. Expenses. During Employee's employment with Employer, Employee shall be entitled to reimbursement of all reasonable expenses incurred by Employee in connection with the business of Employer in accordance with Employer's then-current

policies concerning reimbursable expenses as in effect from time to time. Such reimbursable expenses shall include, but shall not be limited to: (i) business use of Employee's personal cell phone, which business usage shall be deemed to be 75% of Employee's total cell phone usage and charges actually incurred; (ii) Internet connectivity costs, but not fees and taxes assessed thereon, for Employee's home computer; and (iii) dues for Employee's membership in the Nebraska Council of School Administrators. All approved expenses shall be reimbursed to Employee within thirty (30) days of Employer's receipt and verification of receipts, vouchers, expense statements and/or such other supporting information as Employer may reasonably request.

5. **Term.** The term of this Agreement shall commence on July 1, 2016 (the "Commencement Date") and shall continue through June 30, 2018 ("Initial Term"), at which time, this Agreement shall be automatically extended for additional one (1) year terms beginning on each subsequent anniversary of the Commencement Date thereafter, unless and until Employee's employment under this Agreement is terminated as provided below (the Initial Term and any additional terms shall collectively be referred to herein as the "Term"). Notwithstanding the foregoing, Employee's employment may be terminated upon the occurrence of any of the following events:

a. **Death or Disability.** On the date of Employee's death or Employee's physical or mental disability which prevents Employee from performing the essential functions of Employee's duties as an employee of Employer, with or without reasonable accommodation as defined by the Americans with Disabilities Act.

b. **Without Cause.** By either party, for any reason, upon not less than ninety (90) days' advance written notice. In the event Employee's employment is terminated without Cause by Employer, such decision shall require an affirmative vote of a majority of the voting members of the Coordinating Council present at a meeting at which a quorum is present before notice is given to Employee.

c. **For Cause.** At the election of Employer, and by majority vote of the voting members of the Coordinating Council present at a meeting at which a quorum is present, Employee may be immediately terminated for Cause; provided, however, that if Employee is to be terminated for Cause as set forth in Section 5(c)(i) below, Employee shall be provided with written notice setting forth the basis for such proposed termination and provided the opportunity to cure said breach prior to any Coordinating Council vote thereon. For purposes of this Agreement, "Cause" for termination shall be deemed to exist in the event of Employee's (i) breach of any of the material provisions of this Agreement, which breach shall not have been corrected by Employee within forty-five (45) days of receiving written notice from the Chair of the Coordinating Council specifying such breach; (ii) incompetency; (iii) neglect of duty; (iv) unprofessional conduct; (v) insubordination; (vi) immoral conduct, as determined by Employer; or (vii) conviction of or plea of guilty or nolo contendere (or its equivalent) with respect to a felony, a serious misdemeanor, or a misdemeanor involving moral turpitude.

d. **Mutual Agreement.** At any time upon the mutual written agreement of the parties.

Upon any notice of termination pursuant to Section 5.b. above, Employer shall have the right, in its sole and absolute discretion, to accelerate the effective date of termination, but to continue

paying Employee's then-current Base Salary through the last day of the applicable notice period.

6. **Payments Upon Termination of Employment.** Upon termination of employment:

a. **Final Compensation.** Employer shall pay Employee's then-current Base Salary, unreimbursed business expenses, and other items earned by and owed to Employee, calculated through and including the effective date of Employee's termination of employment.

b. **Benefits.** The termination of Employee's benefits shall be determined in accordance with Employer's benefit plans or policies then in effect.

c. **No Further Obligations.** Except as expressly stated in this Section 6, Employer shall have no other obligation to Employee in the event of a termination of Employee's employment.

7. **Assignment.** This Agreement shall be for the benefit of and binding upon the parties hereto and their respective heirs, personal representatives, legal representatives, successors, and assigns. This Agreement and the rights, interests and obligations of Employer hereunder shall be assignable by Employer. This Agreement is not assignable by Employee without the prior written consent of Employer.

8. **Jurisdiction and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska. Each party agrees that any action by either party to enforce the terms of this Agreement shall be brought by the other party in an appropriate state or federal court in Douglas County, Nebraska and waives all objections based upon lack of jurisdiction or improper or inconvenient venue of any such court.

9. **Indemnification.** To the extent permitted by applicable law, Employer shall indemnify Employee and hold him harmless for any reasonable acts or decisions made by Employee in good faith while performing services for Employer. In addition, Employer shall use its best efforts to obtain coverage for Employee under any insurance policy now in force or hereinafter obtained during the term of this Agreement which provides coverage to the Coordinating Council members and other agents of Employer against claims and litigation. To that end, Employer shall pay any and all expenses incurred by Employee to which this Section 9 applies.

10. **General.**

a. **Notices.** Any and all notices permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been given (i) when delivered by hand, (ii) on the first business day after having been sent by commercial overnight courier with written verification of receipt, or (iii) when deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid, whichever occurs first. All notices shall be addressed as follows:

If to Employer: Learning Community of Douglas and Sarpy Counties  
Attn: Chair, Coordinating Council  
1612 N. 24<sup>th</sup> Street

Omaha, Nebraska 68110

If to Employee: David J. Patton

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b. Reformation and Severability. Employee and Employer intend and agree that if a court of competent jurisdiction determines that the scope of any provision of this Agreement is too broad to be enforced as written, the court should reform such provision(s) to such narrower scope as it determines to be enforceable. Employee and Employer further agree that if any provision of this Agreement is determined to be unenforceable for any reason, and such provision cannot be reformed by the court as anticipated above, such provision shall be deemed separate and severable and the unenforceability of any such provision shall not invalidate or render unenforceable any of the remaining provisions hereof.

c. Waivers. No delay or omission by either party hereto in exercising any right, power or privilege hereunder shall impair such right, power or privileges, nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

d. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. Survival. The provisions of Sections 7 through 10 shall survive Employee's termination of employment under this Agreement.


f. Entire Agreement. This Agreement, including the initial paragraph and the Exhibit to this Agreement, each of which are incorporated herein and made part of this Agreement by this reference, contains the entire understanding of the parties, and supersedes all prior agreements and understandings between the parties, whether written or oral, relating to the subject matter hereof. This Agreement may not be amended or supplemented except by a written instrument hereafter signed by Employee and a duly authorized representative of the Employer (other than Employee), and subject to approval by a majority vote of the Coordinating Council.


**[The remainder of this page intentionally left blank; Signature page follows.]**

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

LEARNING COMMUNITY OF DOUGLAS  
AND SARPY COUNTIES

DAVID J. PATTON

By:   
Chair, Coordinating Council\_



## EXHIBIT "A"

### Job Description

**Job Title:** Chief Executive Officer  
**Exemption Status:** Exempt  
**Reports to:** Learning Community Coordinating Council

### General Description

The Chief Executive Officer (CEO) will provide direction and leadership to achieve the Learning Community's mission, strategic goals and tactical objectives. The CEO advises the Learning Community Coordinating Council and its Achievement Subcouncils to ensure full compliance with all applicable statutes, including the Open Meetings Law. The CEO is responsible for the management of staff to facilitate the Council's and Subcouncils' accomplishment of their objectives in a timely and efficient manner. The CEO also ensures that Council members, Superintendents, School Boards, and other community stakeholders are kept informed about the Learning Community's activities and accomplishments.

The CEO is an active advocate in our community supporting successful efforts and developing innovative approaches to break down barriers to achievement for all students within the Learning Community and actively works toward collaboration with community stakeholders to meet this priority. The position performs any other duties as assigned by the Council to meet the mission and vision of the Learning Community.

### Essential Job Duties

#### **Council Administration and Support**

- Oversees the timely administration of the Council's and Subcouncils' activities, including the scheduling of meetings, and the development of plans, timelines, reports and agendas that assist the Council and Subcouncils in the conduct of their duties. Maintains accurate records of Council and Achievement Subcouncil activities. Organizes meetings with the Superintendents Advisory Committee. Advises Council members of pertinent matters and facilitates communications between Council, Subcouncils, Superintendents and staff.
- Works with the Learning Community Coordinating Council to develop and implement strategic direction and annual operating plans.
- Prepares and presents reports concerning activities, expenses, budgets, government statutes, and rulings, and other items affecting business or program services.
- Attends pertinent meetings as needed, and represents the Learning Community at functions as assigned.

#### **Financial and Facilities Management**

- Works in collaboration with appropriate Council, Subcouncil, and Subcommittee members to develop and recommend a yearly budget. Manages the Council's resources within those budget guidelines.
- Oversees audit process.

- Responsible for strategic financial management and planning to enhance capacity to effectuate the Learning Community's mission, including the leveraging of available public and private resources.
- Manages all facilities needs of the Council and staff, including coordination with the Executive Director of Elementary Learning Centers on ELC-related facilities issues.

### **Human Resource Management**

- Plans, directs and coordinates human resource management activities to maximize the strategic use of personnel.

### **Compliance**

- Ensures that the Council and other related working bodies comply with all applicable laws, rules and requirements, including the Open Meetings Law.

### **Community and Public Relations**

- Ensures that the public and interested stakeholders are kept well informed about the Learning Community, its activities and accomplishments through proactive communications, including the use of its website. Supports the Council and Subcouncils in the conduct of public hearings. Cultivates and maintains constructive relationships with stakeholders across the Learning Community. Ensures that the Learning Community and its mission, programs, and services are consistently presented in a strong, positive image to stakeholders and the public.  
Functions as the spokesperson for the Learning Community. Prepares written materials for effective press releases and information for media kits.

### **Elementary Learning Centers**

- Manages the Executive Director of the Elementary Learning Centers, who oversees the design, development, marketing, promotion, delivery, effectiveness and quality of programs and services provided at Elementary Learning Centers.

### **Management**

- The CEO is responsible for the management of staff and contracted services in order to facilitate the Council's and Subcouncils' accomplishment of their objectives in a timely and efficient manner.

### **Grants/RFPs**

- Designs and manages the development of grants, RFPs and other funding criteria and processes associated with fiscal and programmatic responsibilities of the Learning Community in collaboration with Subcommittees, Task Forces, Subcouncils, staff and consultants as determined. Manages grant functions that include both funding allocated and funding sought by the Learning Community.

### **Desired Qualities**

- Approaches others in a tactful manner; reacts well under pressure; treats others with respect and consideration regardless of their status or position; accepts responsibility for own actions; follows through on commitments.
- Communicates ideas well orally and in writing.
- Demonstrates knowledge of Equal Employment Opportunity (EEO) policy; shows respect for and sensitivity to cultural differences; educates others on the value of diversity; promotes a harassment-free environment.



- Displays original thinking and creativity; meets challenges with resourcefulness; generates suggestions for improving work; develops innovative approaches and ideas; presents ideas and information in a manner that engages others' attention.
- Displays ability to make decisions; exhibits sound and accurate judgment; supports and explains reasoning for decisions; is inclusive in his/her leadership style and involves appropriate individuals in the decision-making process; makes timely decisions.
- Is adaptable to changing circumstances and able to lead in times of uncertainty and change.
- Is results-focused and data-driven in planning and accomplishing the strategic goals and tactical objectives of the Council.
- Is skilled at building consensus and facilitating collaboration.
- Promotes the vision of how the Learning Community Coordinating Council can accomplish its strategic goals and tactical objectives.
- Sets a strong example of integrity, dedication, transparency and fairness.
- Understands and supports the mission of the Learning Community.

### **Physical Demands**

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is regularly required for extended periods to sit; use hands to finger, handle, or feel; and talk or hear. The employee is frequently required to stand and walk. The employee is occasionally required to lift and/or move up to 20 pounds and to reach with hands and arms, stoop, kneel, and crouch. The vision requirements include: ability to adjust focus, depth perception, distance vision and close vision.

### **Qualifications**

- Minimum of a Bachelor's Degree required; Master's Degree in Education, Public Administration, or equivalent preferred.

### **Experience/Background Requirements**

- Requires five to seven years of experience at a Director level position or above.