

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement (the "Second Amendment") is made and entered into as of June 21, 2018, by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision ("Employer"), and David J. Patton, an individual, ("Employee").

WHEREAS, Employer and Employee are parties to that certain Employment Agreement commencing on July 1, 2016 as amended pursuant to that certain First Amendment to Employment Agreement (the "Agreement"); and

WHEREAS, pursuant to Paragraph 10.f. of the Agreement, the parties desire to further amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employer and Employee, intending to be legally bound, hereby agree as follows:

1. **Defined Terms.** All capitalized terms contained in this Second Amendment that are not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
2. **Revised Base Salary.** Paragraph 4.a. of the Agreement is hereby amended and restated in its entirety as follows:

Base Salary. Employer shall pay Employee an annual base salary of One Hundred Forty-Two Thousand One Hundred Sixty-One and No/100 Dollars (\$142,161.00), 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 Eleven Thousand Eight Hundred Forty-Six and 75/100 Dollars (\$11,846.75), 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.

3. **Discretionary Incentive Compensation.** Paragraph 4.b. of the Agreement is hereby amended and restated in its entirety as follows:

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, 2019, based upon Employee's accomplishment of performance goals for 2018-2019, 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.

4. **Revised Term.** The first paragraph of Paragraph 5 of the Agreement is hereby amended and restated in its entirety as follows:

Term. The term of this Agreement shall commence on July 1, 2018 (the "Commencement Date") and shall continue through June 30, 2021 (the "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 upon the occurrence of any of the following events:

5. **Conflict of Terms.** In the event of a conflict between the terms and conditions of the Agreement and this Second Amendment, the terms and conditions of this Second Amendment shall apply.

6. **Ratification.** Except as specifically amended herein, the Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects.

7. **Counterparts.** This Second Amendment may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

8. **Entire Agreement.** The Agreement, together with this Second Amendment, including the recitals to this Second Amendment, which are incorporated herein by this reference, constitutes the entire agreement of the parties related to the subject matter hereof, and supersedes any prior agreements or understandings, written or oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Employment Agreement as of the date first above written.

LEARNING COMMUNITY OF DOUGLAS AND
SARPY COUNTIES, a Nebraska political subdivision

By: 

Its: Chair, LCCFC


David J. Patton, Employee