

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is entered into this th 26 day of August, 2024 by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision ("Employer"), and Gerald Kuhn ("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.** 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 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. During the Term (as defined below), 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 Executive Committee of the Coordinating Council shall review Employee's performance after Employee's first three months as CEO, at the end of the first year as CEO and thereafter on an annual basis. The criteria for such reviews 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.** During the Term, Employer shall pay Employee an annual base salary of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00), subject to applicable withholdings, 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 \$15,000.00 per month, 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 changes to the Base Salary of one to four percent, in its

sole discretion, based on Employee's performance (as approved by the Coordinating Council), the results of Employee's annual performance review and then-current cost of living information.

b. 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. Employer's current benefit package is outlined in Exhibit "B," but remains subject to change.

c. Vacation / Holidays. Employee shall be advanced fifteen (15) days of paid vacation per employment year (exclusive of weekends) (to be accrued monthly and used in accordance with Employer's then-current vacation policy), subject to the Maximum Accrual Amount described below. Employee shall also receive holiday pay for all holidays recognized by Employer each year. Accrued 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.

d. Sick Leave. Employee shall also receive ten (10) days of paid sick leave per employment year for the illness of Employee or to care for an immediate family member of Employee. Unused sick leave may not be carried over from year-to-year and Employee will not receive payment for any unused sick leave days upon termination of employment or in lieu of use.

e. 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, without limitation: (i) business use of Employee's personal cell phone; (ii) 75% of internet connectivity costs, but not fees and taxes assessed thereon, for Employee's home computer; (iii) a monthly automobile stipend of \$300.00 and (iv) dues for Employee's membership in job-related professional organizations. 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 September 1, 2024 (the "Commencement Date") and shall continue through August 31, 2027 ("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. In the event of Employee's election to terminate Employee's employment without Cause, Employer may, in its sole discretion, waive some or all of the notice period and accelerate Employee's termination date.

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. 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; 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.

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 with respect to payment of any compensation or benefits 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 exclusively 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 Employee 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. 24th Street
 Omaha, Nebraska 68110

If to Employee: Gerald Kuhn c/o
 Learning Community of Douglas and Sarpy Counties
 1612 N. 24th Street
 Omaha, Nebraska 68110

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 Exhibits 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

GERALD KUHN

By: _____

Chair, Coordinating Council

EXHIBIT “A”

Job Description

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

Learning Community Description

Learning Community of Douglas and Sarpy Counties is a political, educational subdivision of the State of Nebraska focused on outcomes and opportunities for children and families.

The mission of the Learning Community is to work together with school districts and community organizations as partners, we demonstrate, share and implement more effective practices to measurably improve educational outcomes for children and families in poverty.

Position Overview

The CEO will provide overall leadership, direction and guidance, to the Learning Community, driving partnerships within the community, working closely with school districts, and staff. This individual will work closely with the Learning Community Coordinating Council and executive team; to develop and implement strategic initiatives, foster a culture of innovation, and ensure operational excellence across all functions.

The CEO will be an active advocate in the community, to close the opportunity and achievement gap, so that all children within the Learning Community achieve academic success without regard to social or economic circumstances.

Key Responsibilities:

Strategic Leadership

- Develop and articulate a clear vision and strategic direction for the Learning Community in alignment with the mission and objectives set forth by the strategic plan.
- Lead the development and execution of strategic plans and district initiatives in collaboration with the Executive Director of the Elementary Learning Centers (ELCs).
- Manages the executive team of the ELC's and contracted services to facilitate the Learning Community objectives in a timely and efficient manner.
- Work with the 3rd party evaluation team to administer effectiveness and quality of programs and services provided at ELC's.

Financial Management

- Oversee administration of financial planning, budgeting, annual audits and forecasting processes to optimize financial performance planning, in collaboration with Finance Director.
- Oversee governmental school funding.
- Responsible for the leveraging of available public resources and participation in the development of private resources for the Learning Community Foundation of Douglas and Sarpy Counties (the “Foundation”).
- Designs and manages the development of grants, RFPs and other funding criteria that include both funding allocated, and funding sought by the Learning Community and foundation. Serves as an ex-officio non-voting member of the Foundation.

- See that all funds and physical assets and other property of the Learning Community are safeguarded and appropriately administered.

Council Administration and Support

- Oversees the administration of the council and subcouncils' activities, meetings, development of plans, timelines, reports and agendas. Organizes and attends meetings of Superintendents Advisory Committee.
- Keep the full council informed of the condition of the ELC's, assure effective communication between the Coordinating Council and the staff of the Learning Community.
- Works with the council to develop and implement strategic direction and annual operating plans.
- Attends meetings and represents the Learning Community at functions.
- Ensures that the council and other related working bodies comply with all applicable laws, rules and requirements. This includes the Nebraska Open Meetings Act and equal employment opportunity laws.
- Supports the council and subcouncils in the conduct of public hearings.

Diversity, Equity, and Inclusion (DEI)

- Leads the development and implementation of a comprehensive DEI strategy, aligned with the Learning Community values, mission, and vision objectives.
- Collaborates with executive leadership team to integrate DEI considerations into talent management, recruitment, retention and promotion practice.

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 newsletters and website.
- Establishing and maintaining effective relationships with stakeholders across Douglas and Sarpy Counties.
- Ensures that the Learning Community and its mission, programs, and services are consistently presented in a positive image to stakeholders and the public.
- Responsible for news releases and/or items of public interest. Functioning as the spokesperson for the Learning Community.

Qualifications

- A minimum of a Master's Degree; preferred in Education, Educational Leadership, Public Administration, a related field, or equivalent, with at least five years of experience.
- Proven track record of successful executive leadership and strategic management.
- Excellent interpersonal and communication skills, with the ability to inspire, influence, and build a consensus among diverse stakeholders.
- Ability to work effectively with elected officials, lobbyists and Learning Community partners, school districts, higher-education institutions, Nebraska Department of Education (NDE) and community organizations.
- Skilled at building and facilitating collaboration with all stakeholders.
- Data-driven with board scope of community focus in planning and accomplishing strategic goals and tactical objectives.
- Adaptable to changing circumstances and able to lead in times of uncertainty and change.

- Proven record of overseeing and understanding governmental or school funding.

Physical Demands

- This position primarily operates in a professional office environment. While performing the duties of this job, the CEO is regularly required to communicate sufficiently to exchange accurate information, move about the office and participate in various indoor and outdoor functions.

EXHIBIT “B”

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES BENEFITS SUMMARY

Employee is eligible for the following benefits the first of the month 30 days after their date of hire:

Health and Dental Benefits - The Learning Community (LC) pays 100% of employee's health and dental premiums. LC pays 50% of employee's family health and dental premiums.

Vision Benefits - This is an employee-paid only benefit.

Simple IRA - LC will match its employees' contributions up to 3% of each employee's compensation.

Employee is eligible for the following benefits the first of the month 90 days after their date of hire:

Life, Disability and Accidental Death and Dismemberment (AD&D) benefits - LC pays 100% of employee's life, disability and AD&D premiums. Family members are not eligible to participate in the life, disability and AD&D plan.

Short-Term Disability (STD) - LC pays 100% of the employee's STD premiums.

Flexible Spending Account (FSA) - Employee can participate in a FSA that allows employee to set aside pre-tax money to pay for certain health care and dependent care expenses. An employee needs to contribute a minimum of \$200 annually to participate in the FSA plan.

The LC benefit programs are described more fully in Summary Plan Description booklets with which employees are provided once the employee is eligible to participate in these programs. LC reserves the right to amend or terminate any of its benefit programs or to require or increase employee premium contributions toward any benefits with or without advance notice at its discretion.