

FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT

This Fifth Amendment to Employment Agreement (this "Fifth Amendment") is made and entered into as of June 12, 2023 by and between the Board of Education of School District No. 66 of Douglas County, Nebraska (the "Board"), and Dr. Mike Lucas (the "Superintendent").

WHEREAS, the Board and Superintendent are parties to that certain Employment Agreement dated February 14, 2019, and that certain First, Second, Third, and Fourth Amendments to Employment Agreement dated May 11, 2020, June 14, 2021, June 13, 2022, and December 19, 2022 (the "Agreement"); and

WHEREAS, pursuant to Section 13.d. of the Agreement, the parties desire to amend the Agreement to increase the Base Salary, amend the Retention Stipend, and extend the Term of the Agreement (all as defined herein) 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, the Board and Superintendent, intending to be legally bound, hereby agree as follows:

1. **Defined Terms.** All capitalized terms contained in this Fifth Amendment that are not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Revised Base Salary.** Section 3 of the Agreement ("**Compensation**") is hereby amended and restated in its entirety as follows:

"In consideration of Superintendent's services hereunder, the District shall pay Superintendent an annual base salary of \$253,365.85 unless and until adjusted as set forth below (the "Base Salary"). Superintendent's Base Salary shall be paid, less applicable withholdings, in accordance with the District's regular payroll practices and policies. The Board shall review the Base Salary with the Superintendent on a periodic basis and may adjust such Base Salary from time to time based on the performance of the Superintendent, the financial condition of the District, prevailing industry salary levels, and such other factors as the Board considers relevant."

3. **Additional Compensation.** Sections 4.a. and 4.b. of the Agreement ("**Additional Compensation**") are hereby amended and restated in their entirety as follows:

"a. **Discretionary Bonus.** During a Board meeting in December 2024, Superintendent shall be considered for a discretionary bonus in the gross amount of up to Ten Thousand and 00/100 Dollars (\$10,000.00), less applicable withholdings (the "Discretionary Bonus"), based on Superintendent's overall performance as determined by the Board in its sole discretion. Any opportunity for a Discretionary Bonus in subsequent years will be determined by the Board. The Discretionary Bonus, if any, shall be paid, less applicable withholdings, to Superintendent on the District's next regular pay date following Board approval of the Discretionary Bonus.

b. **Retention Stipend.** Subject to Superintendent's continued employment through June 1, 2024 (the "Retention Date") Superintendent shall be eligible for consideration of a retention stipend of up to Ten Thousand and 00/100 Dollars (\$10,000.00), less applicable withholdings (the "Retention Stipend"). In order to earn the Retention Stipend, the Superintendent must remain actively employed in good standing, as determined by the Board President after obtaining input from all Board members, as Superintendent of Schools for the District through the Retention Date. Additionally, if Superintendent has tendered his resignation effective June 30, 2024, or if the Board notified Superintendent prior to June 1, 2024 that it would not be extending this Agreement for the Extended Term as defined below, Superintendent would not be eligible for the Retention Stipend. If earned, the Retention Stipend shall be paid, less applicable withholdings, to Superintendent on the District's next regular pay date following approval by the Board President."

4. **Revised Term.** The parties hereby agree to the following changes to Section 7 of the Agreement:

a. The first paragraph of Section 7 of the Agreement ("**Term**") is hereby amended and restated in its entirety as follows:

"The term of this Agreement shall commence on July 1, 2023 (the "Commencement Date") and shall continue through June 30, 2026 (the "Initial Term"), unless earlier terminated upon the first to occur of the events set forth below. On or before July 1, 2024, the Board may extend this Agreement for an additional year such that the Agreement shall continue through June 30, 2027 (the "Extended Term") (the Initial Term and the Extended Term collectively referred to herein as the "Term"), unless earlier terminated upon the first to occur of the events set forth below. In the event the Agreement is not terminated as set forth in this Section, the Agreement shall expire and terminate automatically at the end of the Term and in accordance with the laws of the state of Nebraska. The events for which the Agreement may be terminated prior to the end of the Term are as follows:".

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

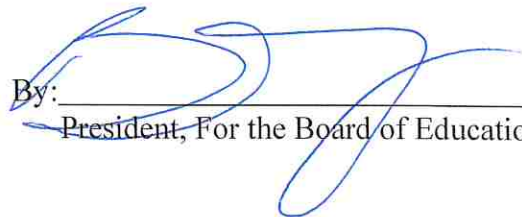
7. **Counterparts.** This Fifth Amendment may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

8. **Entire Agreement.** The Agreement, together with this Fifth Amendment, including the recitals to this Fifth 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 Fifth Amendment to Employment Agreement as of the date first above written.

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 66 OF
DOUGLAS COUNTY, NEBRASKA



Dr. Mike Lucas, Superintendent
By: _____
President, For the Board of Education