

#### FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT

This Fourth Amendment to Employment Agreement (this "Fourth Amendment") is made and entered into as of December 19, 2022 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, and Third Amendments to Employment Agreement dated May 11, 2020, June 14, 2021, and June 13, 2022, respectively (together, the "Agreement"); and

WHEREAS, pursuant to Section 13.d. of the Agreement, the parties desire to amend the Agreement to increase the Discretionary Bonus and Retention Stipend (both as defined below).

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 Fourth Amendment that are not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Additional Compensation.** Sections 4.a. and 4.b. of the Agreement ("**Additional Compensation**") is hereby amended and restated in its entirety as follows:

a. **Discretionary Bonus.** On December 1, 2022, Superintendent shall be eligible to receive 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 December 1, 2022.

b. **Retention Stipend.** On June 1, 2023 (the "Retention Date") Superintendent will be eligible to receive a retention stipend in the gross amount of 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 in its sole discretion, as Superintendent of Schools for the District through the Retention Date. Additionally, if Superintendent has tendered his resignation effective June 30, 2023, or if the Board notified Superintendent prior to June 1, 2023 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 the Retention Date."

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

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


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


6. **Entire Agreement.** The Agreement, together with this Fourth Amendment, including the recitals to this Fourth 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Fourth 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