

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

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

WHEREAS, pursuant to Section 13.d. of the Agreement, the parties desire to amend the Agreement to increase the Base Salary, extend the Term of the Agreement and provide for other amendments and agreements 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 Third Amendment that are not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 2 Revision.** The second sentence of Section 2 ("**Best Efforts**") is hereby amended and restated as follows:

"Superintendent may engage in non-District business or commercial activities (including, without limitation, professional consulting services) after consultation with the Board."

3. **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 \$249,621.53 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."

4. **Additional Compensation.** Section 4 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 Five Thousand and 00/100 Dollars (\$5,000.00), 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 Five Thousand and 00/100 Dollars (\$5,000.00), less applicable withholdings (the "Retention Stipend"). In order to earn the Retention Stipend, Superintendent must remain actively employed in good standing 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."

5. **Revised Term.** 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, 2022 (the "Commencement Date") and shall continue through June 30, 2025 (the "Initial Term"), unless earlier terminated upon the first to occur of the events set forth below. On or before July 1, 2023, the Board may extend this Agreement for an additional year such that the Agreement shall continue through June 30, 2026 (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:"

6. **Removal of Section 10.** Section 10 ("**District Residency**") of the Agreement is hereby deleted in its entirety.

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

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

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

10. **Entire Agreement.** The Agreement, together with this Third Amendment, including the recitals to this Third 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 Third 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