

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (this “First Amendment”) is made and entered into as of May ___, 2020, 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 (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 First 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 \$235,750.00 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 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.** Section 4 of the Agreement (“**Relocation Expense Reimbursement**”) is hereby deleted in its entirety and replaced with the following:

“4. **Additional Compensation.** In addition to the Base Salary, Superintendent shall be eligible to receive certain additional compensation as provided in this Section 4:

a. **Discretionary Bonus.** On December 1, 2020, 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, 2020.

b. Retention Stipend. On June 1, 2021 (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 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, 2021, or if the Board notified Superintendent prior to June 1, 2021 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.”

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, 2020 (the “Commencement Date”) and shall continue through June 30, 2023 (the “Initial Term”), unless earlier terminated upon the first to occur of the events set forth below. On or before July 1, 2021, the Board may extend this Agreement for an additional year such that the Agreement shall continue through June 30, 2024 (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:”.

b. Section 7.c. of the Agreement (“Resignation”) is hereby amended and restated in its entirety as follows:

“Superintendent may voluntarily resign effective at the end of any school year during the Term of this Agreement by giving written notice to the Board by October 15 of that school year. There shall be no penalty against Superintendent for release from this Agreement.”

5. Conflict of Terms. In the event of a conflict between the terms and conditions of the Agreement and this First Amendment, the terms and conditions of this First 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 First 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 First Amendment, including the recitals to this First 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 First 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