

SIXTH AMENDMENT TO EMPLOYMENT AGREEMENT

This Sixth Amendment to Employment Agreement (this "Sixth Amendment") is made and entered into as of May 20, 2024 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, Fourth and Fifth Amendments to Employment Agreement dated May 11, 2020, June 14, 2021, June 13, 2022, December 19, 2022, and June 12, 2023 and (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 Sixth 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 \$262,232.85 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:

"**Discretionary Bonus.** During the spring semester (typically, during the month of May) of each school year, Superintendent shall be considered for a discretionary bonus in the gross amount of up to Twenty Thousand and 00/100 Dollars (\$20,000.00), less applicable withholdings (the "Discretionary Bonus"), based on Superintendent's overall performance during the then-current school year, as determined by the Board in its sole discretion. Any opportunity for a Discretionary Bonus in subsequent years will be determined by the Board. Following the Board's evaluation of Superintendent's performance, the Discretionary Bonus for a particular school year, if any, shall be paid, less applicable withholdings, to Superintendent in two equal installments in the months of June and December. Payment of each installment shall be made to Superintendent in

accordance with the District's regular payroll procedures and on the District's regular pay date, unless otherwise agreed by Superintendent and 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, 2024 (the "Commencement Date") and shall continue through June 30, 2027 (the "Initial Term"), unless earlier terminated upon the first to occur of the events set forth below. On or before July 1, 2025, the Board may extend this Agreement for an additional year such that the Agreement shall continue through June 30, 2028 (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 Sixth Amendment, the terms and conditions of this Sixth 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 Sixth Amendment may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

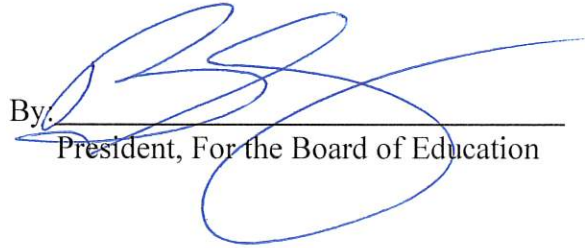
8. **Entire Agreement.** The Agreement, together with this Sixth Amendment, including the recitals to this Sixth Amendment, which are incorporated herein by this reference, constitutes the entire agreement of the parties related to the subject matter hereof, and supersedes any prior agreements or understandings, written or oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Sixth 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