SEVENTH AMENDMENT TO EMPLOYMENT AGREEMENT

This Seventh Amendment to Employment Agreement (this "Seventh Amendment") is made and entered into as of May 20, 2025 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, Fifth and Sixth Amendments to Employment Agreement dated May 11, 2020, June 14, 2021, June 13, 2022, December 19, 2022, June 12, 2023, and May 20, 2024 (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. <u>Defined Terms</u>. All capitalized terms contained in this Seventh Amendment that are not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
- 2. <u>Revised Base Salary</u>. Section 3 of the Agreement ("<u>Compensation</u>") 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 \$270,232.85 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. <u>Employee Benefits</u>. Section 5 of the Agreement ("<u>Employee Benefits</u>") are hereby amended and restated in their entirety as follows:

"During Superintendent's employment with the District, Superintendent shall be eligible to participate in any employee benefit plans and programs generally made available to similarly situated employees of the District as described in the "Employee Benefits Summary for Administrators" attached hereto as Exhibit "A" (the "Benefits Summary"). The foregoing notwithstanding, Superintendent shall not be eligible for the Administrator Career Increment listed in the Benefits Summary. All benefits outlined in the Benefits Summary shall be provided in a manner consistent with the terms and conditions of the applicable benefit plans or programs listed therein. Superintendent's "Transportation Allowance" (as referenced in the Benefits Summary) shall be an annual amount of \$6,000.00, payable in equal monthly installments of \$500.00 each, less

applicable withholdings. Unused vacation days may not be carried over from year to year (i.e. July 1 through June 30). At the conclusion of employment, Superintendent will be paid for all vacation days received but unused during the then-current contract year. The District reserves the right to modify, alter, or discontinue any benefits listed in the Benefits Summary at any time in its sole discretion. In the event of any conflict between the Agreement and the Benefits Summary, the terms of this Agreement shall control."

- 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 ("<u>Term</u>") is hereby amended and restated in its entirety as follows:

"The term of this Agreement shall commence on July 1, 2025 (the "Commencement Date") and shall continue through June 30, 2028 (the "Initial Term"), unless earlier terminated upon the first to occur of the events set forth below. On or before July 1, 2026, the Board may extend this Agreement for an additional year such that the Agreement shall continue through June 30, 2029 (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. <u>Conflict of Terms</u>. In the event of a conflict between the terms and conditions of the Agreement and this Seventh Amendment, the terms and conditions of this Seventh Amendment shall apply.
- 6. <u>Ratification</u>. Except as specifically amended herein, the Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects.
- 7. <u>Counterparts</u>. This Seventh Amendment may be executed in two or more counterparts, all of which taken together shall constitute one instrument.
- 8. <u>Entire Agreement</u>. The Agreement, together with this Seventh Amendment, including the recitals to this Seventh 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 Seventh 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

President, For the Board of Education