

# School Board Executive Summary

**Topic:** Approval of Superintendent Contract Amendment

**Date:** May 11, 2026

**Presented by:** Nick Lesiak and Board of Education



**Recommended Action:**

- ☐ Information Only
- ☐ Presentation/Discussion
- ☒ Discussion/Action by Board of Education
- ☐ Presentation/Action Next Meeting

**Recommendation:** Approval of the eighth amendment to the Superintendent Employment Agreement.

**Background:** The Superintendent Employment Agreement for Dr. Lucas was approved by the Board of Education on February 14, 2019. Each year since that time, the Board has approved amendments to the Agreement as outlined in the Superintendent Pay Transparency Act (statute §79-2401 through §79-2405). A copy of the Superintendent Pay Transparency Act and a copy of the Eighth Amendment to the Employment Agreement were posted on the district website on May 8, 2026, and are included in the May 11, 2026 Board of Education Meeting public document folder.

**Attachment(s):** Superintendent Pay Transparency Act; 8th Amendment to Superintendent Employment Agreement

# Superintendent Pay Transparency Act

§79-2401 through §79-2405

*The following is required by statute under the Superintendent Pay Transparency Act:*

## **FOR RETURNING SUPERINTENDENTS/ESU ADMINISTRATORS:**

At least three days before board meeting, publish or post:

- Meeting notice to approve contracts or amendments showing detailed contract costs along with date, time, and place of the meeting.
- Proposed contract or contract amendment (PDF)
- Publish in a newspaper or post on the school's website in a prominent location

## **FOR NEWLY HIRED SUPERINTENDENTS/ESU ADMINISTRATORS:**

Within two days after board approval of the contract, publish or post:

- Entire approved contract (PDF)
- Contract costs for current year and estimate of costs for future years of the contract
- Publish in a newspaper or post on the school's website in a prominent location

## **TIMELINE:**

### **On or before August 1:**

submission at:

[https://cdc.education.ne.gov/STPA/Instructions/STPA\\_Instructions.pdf](https://cdc.education.ne.gov/STPA/Instructions/STPA_Instructions.pdf)

### **September 20:**

Districts and ESUs will submit Budget Schedule D with their respective budgets.

### **October 1:**

Withholding state and local funds will be initiated for those districts and ESUs that have not submitted their approved superintendent contract/amendments for the current year.

*§79-2401 through §79-2405 requires both school superintendent and ESU Administrators to provide contract information.*

# Superintendent Pay Transparency Notice

Contract for: Dr. Mike Lucas

Notice is hereby given that Westside Community Schools will consider a contract of employment at its public meeting on May 20, 2025.

After Year 1 of Contract, how many years remain on the contract:

2

(Column F must be completed if additional years are stated in the contract.)

Superintendent contract covers the following year(s):

2026-27; 2027-28; 2028-29

	Year 1 of Contract: Base Pay, Additional Compensation & Benefits	Future Year(s) Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
Base Pay for the Total FTE	\$ 278,339.84	\$ 556,679.68	\$ 835,019.52

## Compensation for activities outside of the regular salary:

• Extended contracts / Activities outside of regular salary			\$ -
• Discretionary Bonus/Performance Pay (\$0 up to \$20,000)	\$ 25,000.00	\$ 50,000.00	\$ 75,000.00
• Retention Stipend			\$ -
• All other costs not mentioned above			\$ -

## Benefits and Payroll Costs Paid by district:

• Insurances (Health, Dental, Life, LTD) Based on 25-26 Rates	\$ 27,783.32	\$ 55,566.64	\$ 83,349.96
• Cafeteria Plan Stipend			\$ -
• Cash in lieu of insurance			\$ -
• Employee's share of retirement, deferred compensation, FICA and Medicare <u>if paid by the district</u>			\$ -
• District's share of retirement, FICA and Medicare	\$ 38,049.49	\$ 76,098.97	\$ 114,148.46
• IRS value of housing allowance			\$ -
• IRS value of vehicle allowance			\$ -
• Additional leave days			\$ -
• Annuities			\$ -
• Service credit purchase			\$ -
• Association / Membership dues			\$ -
• Cell Phone Allowance	\$ 900.00	\$ 1,800.00	\$ 2,700.00
• Relocation			\$ -
• Travel allowance/reimbursement	\$ 6,000.00	\$ 12,000.00	\$ 18,000.00
• Mileage Allowance			\$ -
• Educational tuition assistance			\$ -
• All other benefit costs not mentioned above			\$ -
<b>Totals:</b>	<b>\$ 376,072.65</b>	<b>\$ 752,145.29</b>	<b>\$ 1,128,217.94</b>



## EIGHTH AMENDMENT TO EMPLOYMENT AGREEMENT

This Eighth Amendment to Employment Agreement (this "Eighth Amendment") is made and entered into as of May 11, 2026 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, Sixth and Seventh Amendments to Employment Agreement dated May 11, 2020, June 14, 2021, June 13, 2022, December 19, 2022, June 12, 2023, May 20, 2024, and May 20, 2025 (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 Eighth 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 \$278,339.84 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:

"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-Five Thousand and 00/100 Dollars (\$25,000.00), 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, 2026 (the "Commencement Date") and shall continue through June 30, 2029 (the "Initial Term"), unless earlier terminated upon the first to occur of the events set forth below. On or before July 1, 2027, the Board may extend this Agreement for an additional year such that the Agreement shall continue through June 30, 2030 (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 Eighth Amendment, the terms and conditions of this Eighth 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 Eighth 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 Eighth Amendment, including the recitals to this Eighth 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 Eighth 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