CONTRACT OF EMPLOYMENT NOTE

This contract made and entered into on this 7th day of July 2025, by and between the Millard School District, a/k/a School District No. 17 of Douglas County, Nebraska (hereinafter "District"), and John D. Schwartz Ed.D. (hereinafter "Superintendent").

WITNESSETH

WHEREAS, the Superintendent has been duly elected and appointed by the Board of Education for the District for an initial term of three years; and

WHEREAS, the parties desire to enter into a written contract for employment of the Superintendent in accordance with Nebraska law.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the parties agree as follows:

I. TERM

The Superintendent shall be employed pursuant to a continuing contract as provided in Neb. Rev. Stat. § 79-828, with an initial term beginning July 1, 2025, and continuing through June 30, 2028 and thereafter, provided however:

1. On or before March 15 of each year during the contract, the Superintendent shall, by written notice, advise each member of the Board of his intention to continue and extend the contract for one additional year.

2. If the District does not notify the Superintendent in writing on or before April 15, of each year during the contract that it has declined to extend the contract for an additional year, the contract shall continue and be extended for one additional year.

II. DUTIES OF THE SUPERINTENDENT

A. The Superintendent shall perform those services prescribed in:

   1. The District's goals and objectives;

   2. The job description for the Superintendent of the District; and

   3. The policies of the District.

B. The Superintendent shall attend and participate as directed by the Board in meetings of the Board and any Board committees.

C. The Superintendent shall provide administrative opinions, recommendations, or professional advice on all terms of business of the Board or any authorized committee thereof.

D. The Superintendent shall be legally qualified to hold the position of Superintendent by the laws of the State of Nebraska and shall not be under contract with any other school district.

E. The Superintendent, subject to the approval of the Board, shall participate to such extent as deemed appropriate by the Superintendent in professional activities, including but not limited to, seminars and local, state, and national associations.

F. The Board shall grant such time as is reasonable for the Superintendent to participate in any of the activities set forth in this section and shall pay the necessary expenses for travel and subsistence.

G. The Superintendent agrees to devote his full-time skill, labor and attention to the performance of the duties of the Superintendent provided, however, the Superintendent may, with prior notice to the members of the Board, undertake speaking engagements, writing, lecturing and other professional engagements for which the Superintendent receives remuneration and provided that such other work shall not interfere with the obligations set forth in this contract.

III. SALARY

A. The salary to be paid to the Superintendent for the 2025-26 school year, constituting the period of July 1, 2025 to June 30, 2026, shall be $291,550.00, payable in 12 equal monthly installments. This contract may be reopened on or before July 1 of each year of this contract for amendment of this section and the Board retains the right to adjust the Superintendent's annual salary upward during the term of this contract without such adjustment constituting a new contract. The Superintendent's salary shall not be reduced during the term of this contract.

B. The Board may establish and identify goals for the Superintendent to reach each year and if the Superintendent reaches those goals or any of them as determined by the Board, the Superintendent shall receive a bonus for services rendered, (hereinafter "bonus"), for each goal reached in the amount determined by the Board. The total amount of the bonus to be paid in the first year (July 1, 2025

through June 30, 2026) shall not exceed $17,000.00. The Board shall assign and allocate a value for each goal in proportion to the total possible bonus. During or at the end of the first semester of each school year during the contract year, and at the end of the second semester of each contract year the Board shall determine which, if any, goals were reached and the amount of the bonus for those goals. The first installment, in an amount not to exceed one half (1/2) of the total bonus allocated for the year, shall be paid on or before December 31st of the contract year and the second installment shall be paid before June 30th of the contract year. Any portion of the bonus payment paid shall be included as part of the Superintendent's salary for the District.

C. A stipend for the payment of a premium which shall be equal to 13% of the salary set forth in Article III, Section 1. The Superintendent may elect to contribute this amount under section 125, 403(b), or 457 of the Internal Revenue Code.

D. Any and all stipends made available and provided to the other administrative personnel of the District as provided in the Salary Program for Administrators document.

IV. BENEFITS

In addition to the salary provided in Article III, the Superintendent shall receive:

A. All benefits made available and provided to the other administrative personnel, all paid leave benefits, long term disability insurance, health insurance, including major medical, dental insurance, and term life insurance.

B. An automobile leased by the District for his use, together with all costs and operating expenses related thereto.

C. Payment of professional dues for NCSA and AASA.

D. Twenty five (25) days' vacation (not including weekends and holidays) which may be taken at such time or times as may be selected by the Superintendent, and ten (10) paid holidays: Fourth of July, Labor Day, Thanksgiving, the Friday following Thanksgiving, December 24th, and December 25th, December 31st, New Year's Day, Spring Break as designated by the District, and Memorial Day. In the event vacation days remain unused at the end of each contract year, the Superintendent will be compensated for each unused vacation day at his daily rate of pay, which may be paid in the final monthly payment for that year.

V. LIABILITY

The Board shall provide professional liability insurance for the Superintendent with the same policy limits and insurance coverage as is provided for the members of the Board of Education and certified staff employees of the District.

VI. TERMINATION

A. This contract shall be deemed renewed and remain in full force and effect and is subject to the applicable provisions of the laws of the State of Nebraska dealing with the hiring of a Superintendent, and dealing with the amendment and non-renewal of continuing contracts.

B. In the event the Board terminates this contract because the Superintendent is unable to perform his duties by reason of illness, accident, or other disability beyond his control which is permanent or irreparable or of such a nature as to make the performance of his duties impossible, the obligation of the District for any further salary payments ceases provided, however, the Superintendent shall, in lieu of payment of the amounts unpaid hereunder, receive the benefits payable under any insurance coverage or employee benefit furnished by the District for which he was entitled upon the date of his termination.

C. In the event the District fails to perform the terms and conditions of this contract, the Superintendent may terminate the contract during the term.

D. In the event the Superintendent shall resign and terminate this contract, such resignation or termination shall not become effective until the expiration of the contract term unless otherwise acceptable by the Board and there shall be no penalty for such release from this contract.

VII. EVALUATION

A. The Superintendent shall be evaluated twice during the first year of the contract and thereafter as provided by law.

B. Upon the completion of each evaluation, the Board shall meet with the Superintendent to review the evaluation, which evaluation shall include recommendations and directives as the Board may deem reasonable and proper.

C. The Superintendent shall receive a copy of the evaluation and shall have the right to make a written reaction or response to the evaluation.

D. Any evaluation or assessment by the Board or written response or reaction by the Superintendent shall be retained and become a part of the Superintendent's personnel file.

IN WITNESS WHEREOF, the parties have executed this contract on the date first above written.

SUPERINTENDENT

John D. Schwartz, Ed.D.

MILLARD SCHOOL DISTRICT

By: _____
Board Vice President

ATTEST:

_____
Secretary

Superintendent Pay Transparency Notice—Current Contract (*Dr. John Schwartz*)

Millard Public Schools will consider the proposed superintendent employment contract at the board meeting held on July 7, 2025 at 6:00 pm at the Don Stroh Administrative Center in Omaha, Nebraska.

After the 2025-26 school year, how many years remain on the contract:
(Column F must be completed if additional years remain on contract.)

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The estimated costs to the district for the 2025-26 year and future years are listed below:

	2025-26 Base Pay, Additional Compensation & Benefits	Future Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
Base Pay for the Total FTE	$291,550.00	$583,100.00	**$874,650.00**
Compensation for activities outside of the regular salary:			
• *Extended contracts / Activities outside of regular salary*	$0.00	$0.00	$0.00
• *Bonus/Incentive/Performance Pay*	$17,000.00	$34,000.00	$51,000.00
• *Stipends*	$42,017.00	$84,034.00	$126,051.00
• *All other costs not mentioned above*	$0.00	$0.00	**$0.00**
Benefits and Payroll Costs Paid by district:			
• *Insurances (Health, Dental, Life, Long Term Disability)*	$24,304.88	$52,598.77	$76,903.66
• *Cafeteria Plan Stipend*	$0.00	$0.00	$0.00
• *Cash in lieu of insurance*	$0.00	$0.00	$0.00
• *Employee's share of retirement, deferred compensation, FICA and Medicare* ***if paid by the district***	$0.00	$0.00	$0.00
• *District's share of retirement, FICA and Medicare*	$44,281.42	$98,729.29	$132,332.69
• *IRS value of housing allowance*	$0.00	$0.00	$0.00
• *IRS value of vehicle allowance*	$6,000.00	$12,000.00	$18,000.00
• *Additional leave days*	$17,528.35	$35,056.70	$52,585.05
• *Annuities*	$0.00	$0.00	$0.00
• *Service credit purchase*	$0.00	$0.00	$0.00
• *Association / Membership dues*	$800.00	$1,600.00	$2,400.00
• *Cell Phone/Internet reimbursement*	$0.00	$0.00	$0.00
• *Relocation reimbursement*	$0.00	$0.00	$0.00
• *Travel allowance/reimbursement*	$0.00	$0.00	$0.00
• *Mileage Allowance*	$0.00	$0.00	$0.00
• *Educational tuition assistance*	$0.00	$0.00	$0.00
• *All other benefit costs not mentioned above*	$0.00	$0.00	$0.00
Totals:	**$443,481.66**	**$901,118.76**	**$1,333,922.40**