

**NON-CERTIFICATED SUPPORT  
EMPLOYEE EMPLOYMENT AGREEMENT**

This Employment Agreement is entered into between Plattsmouth Community Schools, hereinafter referred to as the "District," and \_\_\_\_\_, hereinafter referred to as the Employee.

**WITNESSETH:** The District hereby agrees to employ the Employee and the Employee hereby agrees to accept such employment on the following terms and conditions:

**Section 1. Term of Contract.** The term of this contract shall commence effective on the 1<sup>st</sup> day of August 20\_\_ , and shall terminate on the 31<sup>st</sup> day of July, 20\_\_ . The contract and employment is on an "at will" basis and may be earlier terminated pursuant to Section 4. The contract may be extended for like periods by written agreement.

**Section 2. Compensation and Benefits.**

- a. Salary Worksheet. Employee shall be paid a salary and benefits in accordance with the Salary Worksheet attached hereto as Exhibit "1." Salary shall be payable in twelve equal installments on the regular payroll date each month.
- b. Leaves. Vacation leave days are earned on a proportionate basis throughout the year (for example, if the District provides 12 days per year, one day is available each month); the District may permit advance leave days to be taken in its discretion. Unused leave does not carry forward from one year to another. There shall be no pay in lieu of unused leave.
- c. Deductions. The Employee authorizes the District to deduct or withhold from each and every period of pay, any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the District during the course of the Employee's employment.
- d. State Retirement. This employment is subject to provisions of the School Employees State Retirement Act.
- e. FLSA Exemption: Employee is Exempt \_\_\_\_ Not Exempt \_\_\_\_ (check as applicable) under the FLSA guidelines. Employee agrees that this determination is valid and agrees that Employee is overtime-exempt. *[If exempt, insert statement of exempt duties]*

**Section 3. Duties of Employee.**

- a. Position. Employee is employed in the position of \_\_\_\_\_.
- b. Duties. The duties of the Employee shall include such duties as may be set forth in the applicable job description for the position, the policies of the Board of Education, and as are assigned by the Superintendent and by the Employee's supervisor. The Employee agrees to perform the duties faithfully and to the best of the Employee's ability.
- c. Board Policies. The Employee shall comply with the policies of the Board of Education, the rules and regulations of the District and the directives of

supervisors. The Employee agrees that the policies of the Board of Education and rules and regulations of the district may be changed at any time, with or without notice to the Employee.

- d. Duty Hours. The days and hours of employment shall be as assigned by the Superintendent or the Employee's supervisor. Regular, dependable attendance is an essential function of the Employee's position.
- e. Assignment. The Employee may be assigned to different positions and duties and in such event the Board shall retain the discretion to adjust the salary and benefits commensurate with such changed position or duties.

#### **Section 4. Termination of Employment.**

- a. Termination by District. This agreement creates no property right in continued employment. It may be terminated by the District, with or without cause or hearing, upon giving two (2) calendar weeks notice or pay in lieu of notice, provided that in the event of just cause for termination, no notice or pay in lieu of notice shall be required.
- b. Termination by Employee. In the event the Employee submits a resignation or otherwise terminates the agreement prior to the specified term end date, the resignation shall not become effective until approval by the Board which, unless waived by Board action, shall be subject to the condition that Employee pay liquidated damages for such early termination as follows: resignation effective more than 90 days prior to term—fifteen percent (15%) of annual salary; resignation effective more than 60 days but less than 90 days prior to term—ten percent (10%) of annual salary; and resignation effective at any other time prior to the effective date but without two (2) weeks written notice—five percent (5%) of annual salary. The Employee agrees that such liquidated damages are necessary for the reason that early resignations and resignations without advance notice present severe problems for the District in obtaining suitable replacements, the damages from such are difficult to fix, and the established liquidated damages approximate damages to the District.
- c. Compensation upon Termination. Upon termination, the compensation to be paid shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of termination bears to the twelve months in the annual salary period in which termination occurs. (In the event salary is fixed on a period other than twelve months, the same proration method shall be used for the period over which the salary has been fixed). Any portion of compensation, whether in the form of salary or benefits, paid or provided but not earned prior to termination, shall be refunded to the District by the Employee. The Employee authorizes a set-off from compensation for any damages due the District from the Employee for reason of liquidated damages or otherwise.

**Section 5. Applicable Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

**Section 6. Entirety of Agreement and Amendments.** This Employment Agreement constitutes the entire agreement and no representations, promises, agreements or undertakings made by or on behalf of the District, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Agreement shall be subject to modification only by a written instrument signed by the Employee and the Superintendent or the Board of Education.

Executed this ___ day of _____, 20__.	Executed this ___ day of _____, 20__.
_____	<b>Plattsmouth Community Schools</b>
<b>Employee</b>	By: _____ Superintendent or other Authorized Official

**SALARY WORKSHEET**

Employee Name: _____	Employee Number: _____
Building: _____	Assignment: _____

Schedule Placement: _____	Days Per Year*: _____
Hours Per Day: _____	Yearly Fringe Benefit: \$ _____
Fringe Benefit: \$ _____	Yearly Salary: \$ _____
Hourly Salary: \$ _____	Extra Duty: _____
Extra Wage: \$ _____	

\*If Employee is FLSA-exempt, it is understood that there shall be no pay for days or hours worked in excess of that listed absent a written, Board approved agreement for such work.

Income Summary	
Monthly Salary:	\$ _____
Monthly Fringe:	\$ _____
<b>Total Salary Available:</b>	\$ _____

Deductions	
Cancer Insurance:	\$ _____
Blue Cross Blue Shield	\$ _____

Guardian Life Insurance	\$ _____
SelectFlex	\$ _____
Savings Bond	\$ _____
Annuities	\$ _____
United Way	\$ _____
Credit Union	\$ _____
Direct Deposit	\$ _____

Please use this worksheet to make any changes in your deductions. Salary Reduction Agreements are required to make changes to annuities. As an employee of the Plattsburgh Community Schools, I voluntarily authorize the above deductions effective on the signed date.

_____ Employee	Date: _____, 20__.
_____ Superintendent	Date: _____, 20__.

Please sign the first two copies and keep the back copy for your files. Return the top two signed copies to the Office of the Superintendent.

Reviewed: Mar. 11, 2013, Feb. 10, 2014, Feb. 9, 2015, Feb. 8, 2016, Feb. 13, 2017, Feb. 12, 2018, Feb. 11, 2019, Mar. 9, 2020, Mar. 8, 2021, Mar. 14, 2022, Mar. 13, 2023, Mar. 18, 2024