Employment Contract

This contract is entered into as of October 1, 2026, by and between Banner County, a political subdivision of the State of Nebraska ("Banner County"); Darla Simpson, Clerk of the Scotts Bluff County District Court ("Scotts Bluff County CDC"); and Darla Simpson ("Employee").

Whereas, Banner County and the Scotts Bluff County CDC are desirous of utilizing the services of Employee as a Deputy Clerk of the District Court for Banner County; and

Whereas, Employee is the current elected and serving Clerk of the Scotts Bluff County District Court and is experienced in Clerk of the District Court services and is capable and desirous of providing such services to Banner County;

Now, therefore, in consideration of the mutual covenants and agreements herein contained, Banner County, the Scotts Bluff County CDC, and Employee hereby agree as follows:

1. **Employment.** Banner County hereby employs Employee and Employee hereby accepts such employment, subject to the terms and conditions set forth herein, and the Scotts Bluff County CDC hereby appoints Employee as Deputy Clerk of the District Court for Banner County.

2. **Term.** The term of this contract shall commence on November 1, 2026, and shall continue for a period of 12 months. This contract shall automatically renew for additional 12-month periods under the same terms and conditions of this contract, unless terminated as provided in Paragraph 9. below. This contract may be terminated by Banner County or by Employee, with or without cause, at any time on 30 days prior written notice.

3. **Description of Services.** Employee shall, as a continuing condition to Employee's obligations hereunder, provide to Banner County the following services (herein referred to as the "services"):

Perform all functions of the office of the Clerk of the District Court of Banner County as a Special Deputy Clerk of the Banner County District Court. Pursuant to NEB. REV. STAT. § 24- 401, Employee shall be sworn to faithfully perform the duties of her office before entering upon such duties. All such services provided by Employee shall be performed at the Banner County

Courthouse or the Scotts Bluff County Courthouse, and on such schedule as shall be determined by the Scotts Bluff County CDC and Employee. The Scotts Bluff County CDC shall be Employee's immediate supervisor as to services provided pursuant to this contract.

4. **Payment for Services.** Pursuant to *Neb. Rev. Stat*. § 23-1114, Banner County agrees to pay Employee for services provided pursuant to this contract according to the following schedule:

$450.00 per month, for services rendered during the immediately preceding month, through October 31, 2027; commencing November 1, 2027, and annually thereafter on November 1 on each succeeding year, the contract rate shall be increased by 3% per annum. Banner County shall withhold therefrom such amounts as are required by law for Social Security, Medicare, federal income tax and state income tax. Banner County shall be responsible for making unemployment insurance contributions and providing workers compensation insurance coverage for Employee.

The parties reasonably anticipate that Employee will be spending more than 30 hours per month on average in the performance of this contract. If Employee spends more than thirty (30) hours in a month in the performance of this contract, Employee shall provide a time record in a form and in such detail as shall be satisfactory to Banner County Board, and Employee will be paid $15.00 for each hour over thirty (30) hours worked in that month. Under no circumstance shall Employee be paid less than the federal minimum wage of $15.00 per hour or as amended by law.

5. **Benefits.** The parties reasonably anticipate that Employee will not spend such amount of hours in the performance of this contract as would qualify Employee for any employee benefit programs and plans as may exist and as may subsequently be established from time to time by Banner County.

6. **Qualifications.** Employee shall continuously meet each of the following eligibility requirements:

a. Hold the office of, Special Deputy Clerk of the Banner County District Court
b. Be eligible to be included as a covered employee under Banner County's insurance policy.
c. Acquire all continuing education hours as required by the State of Nebraska for Special Deputy Clerk of the District Court.

7. **Drug and Alcohol Policy.** Banner County is committed to the policy of

maintaining a drug-free workplace. Therefore, the unlawful manufacture, distribution, dispensation, possession or use of any unlawful controlled substance in the workplace by Employee is prohibited. Medications prescribed for Employee are permitted, provided they do not adversely affect Employee's job performance or his safety or that of other individuals in the workplace. Employee is expected to follow all directions, restrictions and/or warnings for any prescribed or over-the-counter medications. Consumption of alcohol on property belonging to Banner County is prohibited at all times.

8. **Rules and Regulations.** Employee agrees to abide by all laws, rules and regulations applicable to Clerks of the District Court and their deputies.

9. **Termination of Contract.** Notwithstanding the provisions of Paragraph 2. above, this contract may be terminated as follows:

a. Immediately in the event **(i)** Employee becomes unable, due to sickness or disability (temporary sickness or disability of no greater than three weeks duration, unless a longer period is approved by Banner County, is excluded), or death, to substantially perform the obligations of this contract, (ii) Employee fails to meet any of the qualifications set forth in Paragraph 6. above, (iii) Employee is guilty of professional misconduct or criminal activity which in the judgment of Banner County adversely affects Employee's ability to provide the services required by this contract, or (iv) Employee violates the policy set forth in Paragraph 7. above; provided that, Banner County may suspend this contract for a period of up to two weeks during any period of investigation by Banner County for the purpose of making this determination;

b. Upon written notice by either party, in the event that any court or governmental authority determines that either party is, under this Agreement, operating in violation of any law or regulation and such party does not promptly take such steps as are necessary to remedy such violation;

c. Pursuant to the terms of any express written termination agreement between Employee and Banner County;

d. Upon 30 days written notice from either party that the other party is failing to meet any of the material terms and conditions of this contract, if such failure is not cured within the said 30-day period by the party receiving the notice.

Notwithstanding anything herein to the contrary, upon termination of this contract for any reason or cause, all accrued but unpaid compensation to the date of termination shall be paid in accordance with the terms of Paragraph 4. above, and upon termination of this contract due to breach, nothing herein shall affect the terminating party's right to damages caused by the breach of the other party.

10. **Confidentiality.** The parties understand and agree that, during the course of providing the services required by this contract, Employee will have access to proprietary records of Banner County. Employee agrees to observe all confidentiality and ethical standards regarding the District Court as are required by state or federal law, and will protect such records and treat them as strictly the property of Banner County. Employee agrees that, upon termination of this contract, all such records shall be returned to Banner County. The terms of this Paragraph shall survive the termination of this contract.

11. **Entire Agreement.** This contract contains the entire understanding and agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This contract supersedes any prior written or oral agreements between the parties, including but not limited to the Employment Contract entered into as of November 1, 2026. The recitals in this Employment Contract are contractual in nature.

12. **Counterparts.** This Agreement shall be executed in three counterparts, and each counterpart shall constitute an original in every respect.

13. **Severability.** If any provision of this contract is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

14. **Amendment.** This contract cannot be changed or modified without the prior written consent of all parties.

15. **Governing Law.** This contract and all matters relating to it shall be governed by the laws of the State of Nebraska.

16. **Notice.** All notices, requests, demands and other communications required or permitted under this contract shall be given by personal delivery or by certified mail, return receipt requested, to the parties at the following addresses, or at

such other addresses as either party may from time to time furnish in writing to the other party:

Banner County:	Banner County Attn: Banner County Commissioners 204 State Street, Harrisburg, NE 69345
Scotts Bluff County CDC:	Scotts Bluff Clerk of District Court 1725 10th Street, Gering, NE 69341
Employee:	Darla Simpson 1725 10th Street, Gering, NE 69341

n **Assignment.** Neither party shall assign or sub-contract this contract or any part of this contract without the prior written consent of the other party, which approval shall not be unreasonably withheld.

18. **Non-waiver.** The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.

County of Banner,

By: _____ _____

Chairman Darla Simpson, Scotts Bluff County CDC

By: _____ _____

Commissioner Darla Simpson, Employee

By: _____

Commissioner

ATTEST: [SEAL]

_____

Banner County Clerk

Form and Content Approved By:

County of Scotts Bluff,

By:_____ Date;_____

Chairperson, Scotts Bluff County
Board of Commissioners