

DATE:

TO: ESU #1 Board of Directors

FROM: Bill Heimann, Administrator

RE: Tuesday, December 13, 2022 Board Meeting

There will be a meeting of the ESU #1 Board of Directors, on Tuesday, December 13, 2022, at 5:30 PM in the

ESU #1 Conference Room
211 Tenth Street
Wakefield, NE 68784-5014

Consideration, discussion and any action necessary will be taken on the following items.

- A. Notification of Open Meetings Law
- B. Roll Call*
- C. Consent Agenda*
 - C.1. Previous Minutes (copy attached)
 - C.2. Financial Reports*
 - C.2.a. Revenue Report/Treasurer's Report
 - C.2.b. Cash Summary/Expenditure Report
 - C.3. Bills for December
 - C.4. Administrator's Monthly Report
 - C.4.a. Facility Projects
 - C.4.b. Recognition at Nebraska Association of School Board's Conference
 - C.4.c. ESUCC Update
 - C.4.d. AESA National Conference
- D. Public Comment
- E. Appoint ESU1 Board Member to District 8*
- F. Nebraska School Board Association State Conference
- G. AQUESTT School Classifications
- H. Virtual Board Meeting*
- I. Interlocal agreement for Cyber Security*
- J. ESU1 Bank Depository Accounts*
- K. Administrator Evaluation Process
- L. Board Member Recognition
- M. Personnel*
 - M.1. Consider, discuss, and take necessary action on employee contracts and personnel changes.
 - M.1.a. Resignation(s)*
 - M.1.b. New Hire(s)
 - M.1.c. Contract Change(s)
 - M.1.d. Termination(s)
- N. Adjournment

This agenda contains a list of subjects known at the time of its distribution on . A copy of the agenda reflecting any changes will be kept in the ESU #1 Administrative office and will be readily available for public inspection during normal office hours. Except for items of emergency nature, the agenda will not be enlarged later than twenty-four hours before the scheduled commencement of the meeting. The Board reserves the right to change the order of business discussed.

*Action Items

Nebraska Open Meetings Act

84-1407. Act, how cited. Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

84-1408. Declaration of intent; meetings open to public. It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret. Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

84-1409. Terms, defined. For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, and (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Videoconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;

(c) Investigative proceedings regarding allegations of criminal misconduct;

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1) (a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; videoconferencing or telephone conferencing authorized; emergency meeting without notice; appearance before public body.

(1)(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site. (ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by: (A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site; or (B) Posting written notice in three conspicuous public places in such city or village. Such notice shall be posted in the same three places for each meeting. (iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of

an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) A meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public power and irrigation district having a chartered territory of more than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if:

(a) Reasonable advance publicized notice is given as provided in subsection (1) of this section;

(b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recodation by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used;

(c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference;

(d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and

(e)(i) Except as provided in subdivision (2)(e)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconference or telephone conference; or (ii) In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, such organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conferencing.

Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, of a community college board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if:

(a) The territory represented by the educational service unit, member educational service units, community college board of governors, public power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county;

(b) Reasonable advance publicized notice is given as provided in subsection (1) of this section which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision (3)(f) of this section;

(c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or entity or pool or at a place which will accommodate the anticipated audience;

(d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recodation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used;

(e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call;

(f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site;

(g) The telephone conference call lasts no more than five hours; and

(h) No more than one-half of the board's, council's, governing body's, committee's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that: (i) The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by telephone conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing; and (ii) An organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act may hold more than one-half of its meetings by telephone conference call if the organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conference call.

Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified in the public notice. Telephone conference calls, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by means of electronic or telecommunication equipment. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness other than a member of the public body to appear before the public body by means of video or telecommunications equipment.

84-1412. Meetings of public body; rights of public; public body; powers and duties.

(1) Subject to the Open Meetings Act, the public has the right to attend and the right

to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body may require any member of the public desiring to address the body to identify himself or herself.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making a telephone conference call available at an instate location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act;

(f) Reasonable arrangements are made to provide viewing at other instate locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and

(g) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) The public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

(8) Public bodies shall make available at the meeting or the instate location for a telephone conference call or videoconference, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

84-1413. Meetings; minutes; roll call vote; secret ballot; when.

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written, except as provided in subsection (6) of this section, and available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

Revised
10/2020



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**ESU #1 Board Meeting
Tuesday, November 8, 2022**

A meeting of the ESU #1 Board of Directors convened in open and public session on Tuesday, November 8, 2022, at 5:30 PM, at ESU #1. **Present:** Tucker Hight, AJ Johnson, Shannon Johnson, Sally Reinert, Helen Sorensen, Susan Strahm, **Absent:** Jim Gunsolley, Traci Haglund, Paul Hans, Duane Krusemark, Josh Weber.

Notice of the meeting was given in advance by publication and/or posting, as shown below, in accordance with the Board approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Directors. The Recording Secretary maintains a list of news media requesting notification of meetings and advance notification to the listed media of the time and place of the meeting and the subjects to be discussed at this meeting was provided. Availability of the agenda was communicated in the publicized notice and current copy of the Agenda was maintained as stated in the publicized notice. All proceedings of the Board of Directors, except as may be hereinafter noted, were taken while the convened meeting was open to the attendance of the public.

Published and/or Posted Locations:

- Wayne Herald (Thursday before meeting date)
- Central Office Front Door (Friday before meeting date)
- Sparq (Friday before meeting date)

A. Notification of Open Meetings Law

At the beginning of this meeting, President AJ Johnson announced and informed the public that a current copy of the Open Meetings Act is available at the meeting site and included electronically in the E-Meeting agenda.

B. Roll Call*

Motion by Sally Reinert, seconded by Tucker Hight, to excuse the absence of members: Josh Weber, Traci Haglund, Paul Hans, Duane Krusemark & Jim Gunsolley. After discussion and on roll call vote, the Board voted as follows:

Motion Carried:

Jim Gunsolley: Absent, Traci Haglund: Absent, Paul Hans: Absent, Duane Krusemark: Absent, Josh Weber: Absent, Tucker Hight: For, AJ Johnson: For, Shannon Johnson: For, Sally Reinert: For, Helen Sorensen: For, Susan Strahm: For
For: 6, Against: 0, Absent: 5

C. Consent Agenda*

Motion by Tucker Hight, seconded by Shannon Johnson, to approve all items on the consent agenda as provided (October 11 Minutes, October Financial Reports, November bills of \$1,181,597.08 and the Administrator's report. After discussion and on roll call vote, the Board voted as follows:

Motion Carried:

Jim Gunsolley: Absent, Traci Haglund: Absent, Paul Hans: Absent, Duane Krusemark: Absent, Josh Weber: Absent, Tucker Hight: For, AJ Johnson: For, Shannon Johnson: For, Sally Reinert: For, Helen Sorensen: For, Susan Strahm: For
For: 6, Against: 0, Absent: 5

C.1. Previous Minutes (copy attached)

C.2. Financial Reports*

C.2.a. Revenue Report/Treasurer's Report

C.2.b. Cash Summary/Expenditure Report

C.3. Bills for November

C.4. Administrator's Monthly Report

C.4.a. Facility Projects

Administrator Heimann provided an update on improvements at the Central Office.

C.4.b. Teaching and Learning Team Training

Administrator Heimann shared an update about the Teaching and Learning Team.

C.4.c. ESU 17 External Accreditation Review

Administrator Heimann participated in the External Accreditation Review of ESU #17.

C.4.d. ESU 1 & 8 Collaborative Meeting

ESU #1 and ESU #8 hosted an annual collaborative superintendent meeting.

C.4.e. AESA Conference

Administrator Heimann will be attending the AESA (Association of Educational Service Agencies) national conference this year.

D. Public Comment

E. Educator's Health Alliance

Administrator Heimann shared the newly released 2023-24 EHA insurance rates.

F. Employee Appreciation*

Motion by Sally Reinert, seconded by Tucker Hight, to approve a one-time staff appreciation stipend, (\$300 net), payable in February 2023 to all ESU #1 employees. After discussion and on roll call vote, the Board voted as follows:

Motion Carried:

Jim Gunsolley: Absent, Traci Haglund: Absent, Paul Hans: Absent, Duane Krusemark: Absent, Josh Weber: Absent, Tucker Hight: For, AJ Johnson: For, Shannon Johnson: For, Sally Reinert: For, Helen Sorensen: For, Susan Strahm: For
For: 6, Against: 0, Absent: 5

G. Administrator Evaluation Process

Administrator Heimann's annual review is due.

H. Personnel*

H.1. Consider, discuss, and take necessary action on employee contracts and personnel changes.

H.1.a. Resignation(s)

H.1.b. New Hire(s)*

Motion by Susan Strahm, seconded by Shannon Johnson, to approve the following new hires:
Lauren Pinkelman - Occupational Therapist (1 day week), effective November 22. Kelsie Singhisen - Occupational Therapist (120 days), effective December 5. After discussion and on roll call vote, the Board voted as follows:

Motion Carried:

Jim Gunsolley: Absent, Traci Haglund: Absent, Paul Hans: Absent, Duane Krusemark: Absent, Josh Weber: Absent, Tucker Hight: For, AJ Johnson: For, Shannon Johnson: For, Sally Reinert: For, Helen Sorensen: For, Susan Strahm: For
For: 6, Against: 0, Absent: 5

H.1.c. Contract Change(s)

H.1.d. Termination(s)

I. Adjournment

As there were no additional Agenda items, President AJ Johnson adjourned the meeting at 6:05 p.m.

Brittney Hampl, Recording Secretary

Helen Sorensen, Board Secretary

Educational Service Unit One

Check Report

Begin Date: 12/01/2022; End Date: 12/31/2022; Check Type: Accounts Payable and Payroll Liability; Payee: [All]; Bank: BANKFIRST; Accounting Cycle: FY 2022-23; Limit Results to This Cycle: Yes; Account Expression: [All]; Show Detail by Voucher: Yes; Created On: 12/13/2022 11:18:43 AM

Payee	Check Date	Check Number	Description	Type	Amount
ABAGAIL GUSTAD	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$1,253.75
ADAJ CORPORATION	12/15/2022	5627	EARLY CHILDHOOD MEETING	Accounts Payable	\$41.75
ADMIN CHASE CREDIT CARD	12/15/2022	5628	Inv: 12/25/22-2	Accounts Payable	\$236.33
ALECIA A HEIMES	12/15/2022		REIMBURSEMENT	Accounts Payable	\$665.94
AMAZON CAPITAL SERVICES	12/15/2022	5629	BOOKS	Accounts Payable	\$32.00
AMAZON CAPITAL SERVICES	12/15/2022	5629	CABLE SUPPLIES	Accounts Payable	\$60.77
AMAZON CAPITAL SERVICES	12/15/2022	5629	COATS	Accounts Payable	\$76.98
AMAZON CAPITAL SERVICES	12/15/2022	5629	CONNECTIONS OVER COMPLIANCE	Accounts Payable	\$21.99
AMAZON CAPITAL SERVICES	12/15/2022	5629	CONVERSATION STARTER	Accounts Payable	\$50.75
AMAZON CAPITAL SERVICES	12/15/2022	5629	KEYBOARD	Accounts Payable	\$129.99
AMAZON CAPITAL SERVICES	12/15/2022	5629	MEDICAL SUPPLIES	Accounts Payable	\$250.82
AMAZON CAPITAL SERVICES	12/15/2022	5629	MONITOR	Accounts Payable	\$139.99
AMAZON CAPITAL SERVICES	12/15/2022	5629	PRINTER	Accounts Payable	\$549.00
AMAZON CAPITAL SERVICES	12/15/2022	5629	SUPPLIES	Accounts Payable	\$107.04
AMGL	12/15/2022	5630	FLEX PLAN	Accounts Payable	\$329.00
AMY MUNDIL	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$486.88
AMY MUNDIL	12/15/2022		REIMBURSEMENT	Accounts Payable	\$41.51
ANDREA J. JANZEN	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$10.00
ANDREW CONTRERAS	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$81.00
ANGELA MARIE HANSEN	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$259.38
ANGELA MARIE HANSEN	12/15/2022		REIMBURSEMENT	Accounts Payable	\$605.97
ANITA L MULLER	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$214.38
ANNE MARIE RONHOVDE	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$0.63
ANNE MARIE RONHOVDE	12/15/2022		REIMBURESMENT - LICENSE	Accounts Payable	\$365.00
APPLE COMPUTER INC	12/15/2022	5631	APPLE PENCIL	Accounts Payable	\$1,602.00
APPLE COMPUTER INC	12/15/2022	5631	COMPUTER	Accounts Payable	\$1,568.00
APPLE COMPUTER INC	12/15/2022	5631	IPAD	Accounts Payable	\$299.00
APPLE COMPUTER INC	12/15/2022	5631	REPAIR	Accounts Payable	(\$119.95)
APPLE COMPUTER INC	12/15/2022	5631	REPAIRS	Accounts Payable	\$318.95
APPLE COMPUTER INC	12/15/2022	5631	WARRANTY	Accounts Payable	(\$102.00)
ASHLEY LYNN KERKMAN	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$315.63
ASHLEY TAPPER	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$11.25
BAILEY SWAIN	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$117.50

BE THINK, PLLC	12/15/2022	5632	SUPERVISION	Accounts Payable	\$1,000.00
BECKY RIEKEN	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$246.94
BECKY RIEKEN	12/15/2022		REIMBURSEMENT	Accounts Payable	\$174.58
BEVERLIN SAHAGUN	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$19.88
BILL R. HEIMANN	12/15/2022		CELL PHONE	Accounts Payable	\$75.00
BILL R. HEIMANN	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$459.38
BILLIE JO SITZMANN	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$18.13
BLOOMFIELD COMMUNITY SCHOOLS	12/15/2022	5633	3 D PRINTERS	Accounts Payable	\$4,088.42
BLUE CROSS/BLUE SHIELD OF NEBRASKA	12/15/2022	5702	Health-125	Payroll Liability	\$24,740.34
BLUE CROSS/BLUE SHIELD OF NEBRASKA	12/15/2022	5702	Health-board	Payroll Liability	\$93,294.48
BLUE CROSS/BLUE SHIELD OF NEBRASKA	12/15/2022	5702	Health-ded	Payroll Liability	\$1,772.46
BLYTHE REINERT	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$183.13
BOBBI J HIGHTREE	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$123.75
BRANDY L. PRICE	12/15/2022	5634	TRAINING	Accounts Payable	\$510.00
BROOKE GEBERS	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$591.25
CAITLIN PATRICE ROUSSAN	12/15/2022	5635	TOWER SALT	Accounts Payable	\$47.96
CANON FINANCIAL SERVICES INC	12/15/2022	5636	COPIER LEASE	Accounts Payable	\$248.52
CARLSON WEST POVONDRA ARCHITECTS	12/15/2022	5637	PROFESSIONAL SERVICES	Accounts Payable	\$7,951.63
CAROL JESSICA MCGUIRE	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$316.88
CASEY HURNER	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$523.75
CATHERINE ANNE SCHROEDER	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$15.00
CEDAR COUNTY CLERK	12/15/2022	5638	2022 GENERAL ELECTION	Accounts Payable	\$504.00
CENTURY LINK	12/15/2022	5639	SERVICE	Accounts Payable	\$435.17
CHANTELLE R NELSEN	12/15/2022		MILEAGE 12/22	Accounts Payable	\$366.31
CHANTELLE R NELSEN	12/15/2022		REIMBURSEMENT	Accounts Payable	\$670.47
CHARTWELLS DINING SERVICES	12/15/2022	5640	LUNCH	Accounts Payable	\$51.00
CHELSEA UMSCHIED	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$268.50
CHERI LYNN MATTHEWS	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$273.13
CHRISTINA RIVARD	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$65.00
CHRISTINA RIVARD	12/15/2022		REIMBURSEMENT	Accounts Payable	\$265.00
CHRISTINE ANNE HANSON-HARDER	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$51.56
CITY OF WAKEFIELD	12/15/2022	5641	UTILITIES	Accounts Payable	\$763.49
CITY OF WAYNE	12/15/2022	5642	UTILITIES	Accounts Payable	\$579.76
CODY MCAFEE	12/15/2022	5643	SNOW REMOVAL	Accounts Payable	\$105.00
CORNERSTONE LLC	12/15/2022	5644	RENT	Accounts Payable	\$65.00
CORNERSTONE LLC	12/15/2022	5644	TOWER STORAGE	Accounts Payable	\$65.00
COUNTRY NURSERY INC	12/15/2022	5645	SPRING/FALL CLEANUP 2022	Accounts Payable	\$270.00
COURTYARD MARRIOTT	12/15/2022	5646	MUNDIL ROOM	Accounts Payable	\$114.00
COURTYARD MARRIOTT	12/15/2022	5646	ROOMS CONROY, FILLIPI, LAHM	Accounts Payable	\$718.20
CRCC	12/15/2022	5647	Inv: CRCC REIMB 12/22	Accounts Payable	\$15.00

CUBBYS INC	12/15/2022	5648	SUPPLIES	Accounts Payable	\$130.89
CULLIGAN	12/15/2022	5649	ESU #1 SALT	Accounts Payable	\$36.97
CURTIS F & COLEEN R JEFFRIES	12/15/2022	5650	paper and PRT envelopes	Accounts Payable	\$57.90
CURTIS F & COLEEN R JEFFRIES	12/15/2022	5650	SERVICES	Accounts Payable	\$57.90
DANA F. COLE & COMPANY, LLP	12/15/2022	5651	AUDIT	Accounts Payable	\$14,350.00
DARLA ALENE TJEERDSMA	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$16.25
DAS STATE ACCOUNTING	12/15/2022	5652	TELECOMMUNICATIONS	Accounts Payable	\$5,476.99
DAWN MURPHY	12/15/2022		REIMBURSEMENT	Accounts Payable	\$1,592.56
DAYCARE PLUS	12/15/2022	5653	REFUND	Accounts Payable	\$15.00
DEREK LAHM	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$572.50
DEREK LAHM	12/15/2022		REIMBURSEMENT	Accounts Payable	\$32.32
DONNA KRAFT	12/15/2022	5654	CDA	Accounts Payable	\$68.00
DONNA KRAFT	12/15/2022	5654	LAN MANAGERS	Accounts Payable	\$181.50
DONNA KRAFT	12/15/2022	5654	LEaD AS 1	Accounts Payable	\$379.50
DONNA KRAFT	12/15/2022	5654	NDE CONTINUOUS IMPROVEMENT	Accounts Payable	\$405.00
DONNA KRAFT	12/15/2022	5654	NEW TEACHER CADRE/MIGRANT ED	Accounts Payable	\$470.25
EASY TIME CLOCK, LLC	12/15/2022	5655	SERVIC3	Accounts Payable	\$28.20
ECHO RUDLOFF	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$1,095.94
ERIKA FINK	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$397.50
ESU #1 CAFETERIA PLAN ACCOUNT	12/15/2022	5703	Flex Bene-childcare	Payroll Liability	\$3,816.61
ESU #1 CAFETERIA PLAN ACCOUNT	12/15/2022	5703	Flex Benefit-medl	Payroll Liability	\$4,629.97
ESU #1 GENERAL FUND	12/15/2022	5656	COMPUTER REPAIR	Accounts Payable	\$24.00
ESU #1 GENERAL FUND	12/15/2022	5656	EL STANDARDS AND RESOURCES	Accounts Payable	\$50.00
ESU #1 GENERAL FUND	12/15/2022	5656	ELC POSTAGE	Accounts Payable	\$186.01
ESU #1 GENERAL FUND	12/15/2022	5656	FUND TRANSFER	Accounts Payable	\$723.81
ESU #1 GENERAL FUND	12/15/2022	5656	MEP POSTAGE	Accounts Payable	\$75.81
ESU #1 GENERAL FUND	12/15/2022	5656	PAYPAL FEE	Accounts Payable	\$49.85
ESU #1 GENERAL FUND	12/15/2022	5656	PAYPAL FEES	Accounts Payable	\$69.21
ESU #10	12/15/2022	5657	TECHNOLOGY BUYS	Accounts Payable	\$31.50
ESU #8	12/15/2022	5658	APEX SEATS	Accounts Payable	\$525.00
FASTWYRE BROADBAND	12/15/2022	5659	TOWER	Accounts Payable	\$131.51
Federal Reserve KC	12/15/2022	EFT	Direct Deposit	Payroll Liability	\$444,889.82
GEORGE R HEFNER	12/15/2022	5660	REPAIR	Accounts Payable	\$34.00
GEORGE R HEFNER	12/15/2022	5660	REPAIRS	Accounts Payable	\$119.95
GEORGE R HEFNER	12/15/2022	5660	WARRENTY	Accounts Payable	\$68.00
GRANT CHASE CREDIT CARD	12/15/2022	5661	Gallup	Accounts Payable	\$128.42
GRANT CHASE CREDIT CARD	12/15/2022	5661	Meals	Accounts Payable	\$50.40
HALEY JO SCHMIDT	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$103.75
HALEY KUHL	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$37.50
HAMPL LAWN SERVICE	12/15/2022	5662	MOWING SERVICE	Accounts Payable	\$200.00

HAMPTON INN - KEARNEY	12/15/2022	5663	TRAVEL	Accounts Payable	\$1,259.55
HANNAH L. CURRY	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$113.13
HANNAH L. CURRY	12/15/2022		REIMBURSEMENT	Accounts Payable	\$579.79
HANNAH PANKO	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$25.00
HARRIS SCHOOL SOLUTIONS	12/15/2022	5664	1095 B	Accounts Payable	\$104.55
HARTINGTON SHOPPER INC.	12/15/2022	5665	HELP WANTED AD	Accounts Payable	\$196.00
HARTINGTON-NEWCASTLE SCHOOL	12/15/2022	5666	PRINTER	Accounts Payable	\$1,445.00
HILTON OMAHA	12/15/2022	5667	ROOMS	Accounts Payable	\$604.00
HOLT COUNTY EXTENSION	12/15/2022	5668	SAFE WITH YOU	Accounts Payable	\$340.00
INTRADO INTERACTIVE SERVICES CORPORATION	12/15/2022	5669	SCHOOL MESSENGER 2022-2023	Accounts Payable	\$1,250.00
IOWA NEBRASKA STATE BANK-PY	12/15/2022	5704	Federal Withholding	Payroll Liability	\$54,669.38
IOWA NEBRASKA STATE BANK-PY	12/15/2022	5704	FICA	Payroll Liability	\$79,650.14
IOWA NEBRASKA STATE BANK-PY	12/15/2022	5704	Medicare	Payroll Liability	\$19,089.32
JAIMI NICHOLSON	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$3.56
JAMES H CAIN	12/15/2022		DEPOSIT	Accounts Payable	\$1,000.00
JEANNE M HILL	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$97.81
JEANNE M HILL	12/15/2022		REIMBURSEMENT	Accounts Payable	\$140.00
JENNIFER BENSEN	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$50.94
JESSICA J FISCHER	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$204.38
JESSICA J FISCHER	12/15/2022		REIMBURSEMENT	Accounts Payable	\$250.00
JULIANA M PAQUETTE	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$61.25
JULIE SCHMIDT	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$22.50
JUSTINE SCOTT	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$71.31
KARLA ANNE DROTZMANN	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$17.00
KARLA ANNE DROTZMANN	12/15/2022		REIMBURSEMENT	Accounts Payable	\$97.00
KARY J. PFEIL	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$558.75
KASSIDY A BROKAW	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$11.25
KASSIDY A BROKAW	12/15/2022		REIMBURSEMENT	Accounts Payable	\$365.00
KELLEN CONROY	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$536.88
KELLEN CONROY	12/15/2022		REIMBURSEMENT	Accounts Payable	\$13.81
KERI J HART	12/15/2022		REIMBURSEMENT	Accounts Payable	\$658.90
KLINT G CONROY	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$5.25
KRISTINE MARIE KLEVE	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$361.94
KRISTINE MARIE KLEVE	12/15/2022		REIMBURSEMENT	Accounts Payable	\$1,110.00
LAURA NUNO	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$264.69
LOFFLER COMPANIES	12/15/2022	5670	COPIER	Accounts Payable	\$325.13
MADISON NATIONAL DISABILITY	12/15/2022	5706	Disability	Payroll Liability	\$3,106.76
MADISON NATIONAL DISABILITY	12/15/2022	5706	Disability Hourly	Payroll Liability	\$434.59
MADISON NATIONAL LIFE	12/15/2022	5705	Life-125	Payroll Liability	\$143.50

MADISON NATIONAL LIFE	12/15/2022	5705	Life-ded	Payroll Liability	\$122.25
MADISON NATIONAL LIFE	12/15/2022	5705	Madison Life-board	Payroll Liability	\$1,445.00
MANHATTANLIFE ASSURANCE COMPANY OF AMERICA	12/15/2022	5707	ManhattanLife Assurance Co	Payroll Liability	\$188.30
MARGARET SANDOZ	12/15/2022	5671	MTSS SUMMIT - sANDOZ	Accounts Payable	\$125.00
MARTINEZ CHILD CARE LLC	12/15/2022	5672	REFUND	Accounts Payable	\$10.00
MELANY REYES-ARELLANES	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$176.88
MG TRUST CO LLC	12/15/2022	5708	403(b) Pretax	Payroll Liability	\$3,258.33
MG TRUST CO LLC	12/15/2022	5708	403(b) Pretax Percentage	Payroll Liability	\$541.67
MG TRUST CO LLC	12/15/2022	5708	403(B) ROTH	Payroll Liability	\$10,810.00
MICHELLE HEINS	12/15/2022	5673	REIMBURSEMENT	Accounts Payable	\$15.00
MIDWEST ALARM SERVICES	12/15/2022	5674	BATTERIES	Accounts Payable	\$79.35
NEBRASKA DEPT OF REVENUE	12/15/2022	5709	State Withholding - NE	Payroll Liability	\$25,629.19
NEBRASKA EXTENSION IN CEDAR COUNTY	12/15/2022	5675	CDA SESSION 3	Accounts Payable	\$655.80
NEBRASKA RETIREMENT SYSTEM	12/15/2022	5710	Retirement	Payroll Liability	\$127,664.35
NICOLE HAGLUND	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$44.25
NICOLE R SWAIN	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$1.88
NIKKI C JOHNSON	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$191.25
NORFOLK DAILY NEWS	12/15/2022	5676	MIGRANT ED PROGRAM	Accounts Payable	\$157.88
NORFOLK DAILY NEWS	12/15/2022	5676	PAPER STATEMENT FEE	Accounts Payable	\$5.89
NORTHEAST NEBRASKA NEWS COMPANY	12/15/2022	5677	ADVERTISING CEDAR COUNTY NEWS	Accounts Payable	\$182.78
ONE SOURCE, THE BACKGROUND CHECK CO INC.	12/15/2022	5678	BACKGROUND CHECKS	Accounts Payable	\$60.00
PAC N SAVE INC	12/15/2022	5679	TOWER SCHOOL	Accounts Payable	\$225.75
PONCA PUBLIC SCHOOL	12/15/2022	5680	SIMULATION SOFTWARE	Accounts Payable	\$2,595.00
PYRAMID SCHOOL PRODUCTS	12/15/2022	5681	COOP SUPPLIES	Accounts Payable	\$724.90
QHA CLEANING, LLC	12/15/2022	5682	CLEANING	Accounts Payable	\$2,450.00
QUADIENT LEASING USA, INC	12/15/2022	5683	LEASE PAYMENT	Accounts Payable	\$533.13
RACHEL KERBY	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$165.91
RACHEL KERBY	12/15/2022		REIMBURSEMENT	Accounts Payable	\$508.69
RAIEFA MOSLIM	12/15/2022	5684	REFUND	Accounts Payable	\$5.00
REBECCA DIANNE JEPSEN	12/15/2022		MILEAGE 12/22	Accounts Payable	\$720.94
REGINA R DUTCHER	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$342.50
RILEIGH M BURKE	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$119.38
RILEIGH M BURKE	12/15/2022		REIMBURSEMENT	Accounts Payable	\$357.23
RUSH TRANSLATE	12/15/2022	5685	STANDARD TRANSLATION	Accounts Payable	\$50.60
SALLY REINERT	12/15/2022	5686	MILEAGE	Accounts Payable	\$67.75
SARA LYNNE JAIXEN	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$995.63
SARA M BOULWARE	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$16.25
SARA M RUWE	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$0.63
SARA ORTIZ	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$446.25

SARAH ELIZABETH HANSEN	12/15/2022		CELL PHONE	Accounts Payable	\$75.00
SARAH ELIZABETH HANSEN	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$676.88
SECURITY SHREDDING SERVICES	12/15/2022	5687	SHREDDING CONTAINERS	Accounts Payable	\$70.00
SHERI FILLIPI	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$629.38
SHERI FILLIPI	12/15/2022		REIMBURSEMENT	Accounts Payable	\$128.81
STACEY A RICHART	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$445.63
STACEY A RICHART	12/15/2022		REIMBURSEMENT	Accounts Payable	\$193.06
STACI LEANN FETHKENHER	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$93.75
STEPHANIE A KANALY	12/15/2022		REIMBURSEMENT	Accounts Payable	\$837.04
STEPHANIE ELLIS	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$166.88
STEPHANIE MCDONALD	12/15/2022		TRAINING	Accounts Payable	\$510.00
STEVEN LEE TAYLOR	12/15/2022	5688	SUPERVISION	Accounts Payable	\$425.00
STUART JAMES CLARK	12/15/2022		CELL PHONE	Accounts Payable	\$75.00
STUART JAMES CLARK	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$707.50
STUREK MEDIA INC	12/15/2022	5689	BUDGET DISPLAY	Accounts Payable	\$72.80
TAESE/USU	12/15/2022	5690	EFFECTIVE CONFLICT - HANSEN	Accounts Payable	\$300.00
TAESE/USU	12/15/2022	5690	WEBINARS - HANSEN	Accounts Payable	\$200.00
TAMALA A CLAUSEN	12/15/2022	5691	CONTRACT SERVICES	Accounts Payable	\$843.75
TAMMY DEE CLODFELTER	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$21.56
THE WAKEFIELD REPUBLICAN	12/15/2022	5692	ADVTISING	Accounts Payable	\$813.90
Toni Peters	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$53.75
TRACEY ANDERSON	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$5.00
USPS-Postage	12/15/2022	5693	POSTAGE	Accounts Payable	\$1,500.00
VERIZON WIRELESS SERVICES LLC	12/15/2022	5694	CELL PHONE	Accounts Payable	\$417.94
VERIZON WIRELESS SERVICES LLC	12/15/2022	5694	PHONE	Accounts Payable	\$263.89
VERNAE I LUHR	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$1,025.00
VIRGELINA SIERRA-RIOS	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$704.06
VIRGELINA SIERRA-RIOS	12/15/2022		REIMBURSEMENT	Accounts Payable	\$46.63
VISA ADMIN	12/15/2022	5695	NATIVE AMERICAN CONSORTIUM	Accounts Payable	\$282.61
VISION SERVICE PLAN	12/15/2022	5711	Vision Insurance - 125	Payroll Liability	\$1,081.51
VISION SERVICE PLAN	12/15/2022	5711	Vision Insurance-Deduction	Payroll Liability	\$131.77
VOLKMAN PLUMBING AND HEATING	12/15/2022	5696	CONFERENCE ROOM C	Accounts Payable	\$609.00
VOLKMAN PLUMBING AND HEATING	12/15/2022	5696	NOVEMBER HVAC SERVICE	Accounts Payable	\$2,110.00
WASTE CONNECTIONS OF NE	12/15/2022	5697	SERVICE	Accounts Payable	\$184.50
WAYNE HERALD	12/15/2022	5698	ADVERTISING	Accounts Payable	\$326.00
WAYNE STATE COLLEGE	12/15/2022	5699	ROOM RENTAL	Accounts Payable	\$243.75
WENDY ELLEN SUDBECK	12/15/2022		ASHA MEMBERSHIP	Accounts Payable	\$225.00
WENDY ELLEN SUDBECK	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$56.88
WENDY ELLEN SUDBECK	12/15/2022		REIMBURESMENT	Accounts Payable	\$140.00
WENDY S CONSOLI	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$245.00

WENDY S CONSOLI	12/15/2022		LICENSE	Accounts Payable	\$365.00
WENDY S CONSOLI	12/15/2022		REIMBURSEMENT	Accounts Payable	\$1,322.37
WHITE DOG LAWN SERVICE	12/15/2022	5700	MOWING	Accounts Payable	\$312.50
WHITNEY BROST	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$40.63
WILLIAM J DAVID	12/15/2022		FUELREIMB 12/22	Accounts Payable	\$704.38
Woodriver Energy, LLC	12/15/2022	5701	UTILITIES	Accounts Payable	\$440.51
Sub Total					\$1,004,430.86

NEBRASKA CYBERSECURITY NETWORK SUMMARY



“The Cybersecurity and Infrastructure Security Agency (CISA) has seen an increase in malicious activity with ransomware attacks against K-12 educational institutions. Malicious cyber actors are targeting school computer systems, slowing access, and rendering the systems inaccessible to basic functions, including remote learning. In some instances, ransomware actors stole and threatened to leak confidential student data unless institutions paid a ransom.”

<https://www.cisa.gov/stopransomware/cyber-threats-k-12-remote-learning-education>

To combat the increase of attacks, enter the Nebraska Cybersecurity Network (NCN). The NCN is a network of educational entities, per interlocal agreement, who share in the common interest to improve the landscape of cyber security in their respective areas. Join your like-minded counterparts to take proactive measures to dedicate the resources necessary to keep education safe from cyber threats that are becoming increasingly common in the world.

Here is how to become a partner of the NCN:

- Sign the interlocal agreement
- Commit to the initial contribution amount, which will not exceed \$12,000, which provides membership from January 1, 2023 until June 30, 2023. Continuing funds will be decided at a meeting of NCN members in May 2023.
- Attend regular monthly meetings starting January 2023.

What if I cannot contribute the initial funds for the January to June membership?

- Interested ESUs who are not charter members of NCN may join by a vote of the current members, by the terms outlined by the NCN
- Please note that the funds to become a member will increase after the charter membership period has passed.

THE KEY GOALS OF THE NCN ARE THE FOLLOWING:

- Hire dedicated or contract cyber security personnel who will, as applicable and as requested:
 - Primary duties include:
 - Collaborate with industry and education experts to provide the best recommendations for members;
 - Provide analysis of a member's cybersecurity posture;
 - Reviews external threat intelligence feeds from cyber security agencies, sends alerts and coordinates with responsible parties to patch high risk vulnerabilities;
 - Secondary duties include:
 - Troubleshoots network performance, network security issues and analyzes network traffic;
 - Assist with incident response, computer forensics, data preservation and investigations related to network breaches and/or unauthorized access of data;
 - Interpret and analyze reports regarding risks and vulnerabilities;
 - Helps maintain configuration records and documentation;
 - Assists with the research, testing, evaluation, and implementation of security tools, systems, and processes;
 - Maintains, monitors, and modifies security tools, systems and processes;
- Provide access to group buy opportunities on discounted software and tools, including but not limited to:
 - Endpoint Detection and Response (EDR)
 - End User Security Awareness Training
- Provide access to cyber security grant opportunities, including grants with matching funds.

NEBRASKA CYBERSECURITY NETWORK
COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT is made between the Educational Service Units affixed on pages 5 and 6, all of which are political subdivisions of Nebraska, collectively referred to as "the Network,"

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et. seq. provides that, two or more public entities may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; those public entities entering into this joint cooperative agreement shall be known as "the Network," and

WHEREAS, the Network desires to make the most efficient use of their spending authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, personnel, and facilities in a manner pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of local communities;

NOW, THEREFORE, in consideration of the mutual covenants contained herein; it is agreed by the parties as follows:

1. CREATION OF SEPARATE ENTITY. The Network agrees to create a separate joint entity called the Nebraska Cybersecurity Network (hereinafter "NCN") in order to provide the participating entities with those goods, services, personnel, and facilities deemed necessary pursuant to the powers outlined in this Agreement. Liabilities of the NCN shall not be deemed liabilities of the participants.

2. PURPOSE AND TERM. The purpose of this Agreement is to allow the Network to share technology and any related goods, services, personnel, property, and facilities.

3. DURATION. The term of this Agreement shall commence January 1, 2023 and expire on December 31, 2025, unless earlier terminated or extended as provided herein.

4. GOVERNANCE. A governing council shall administer this Agreement and implement the purposes of this Agreement and shall be called the "Council." (hereinafter "The Council"). The Council shall act in accordance with the terms and conditions of this Agreement and any bylaws, policies, and procedures adopted by the Council. The Council shall exercise all powers and do all acts and things necessary to carry out the purposes of this Agreement. The Council shall be comprised of the chief administrator or his or her designee from each of the participants. The Council shall meet at least one time per year; additional meetings shall be held as determined necessary by the Council President. The qualification for becoming and remaining a member of the Council shall be to be the chief administrator of a service unit which is a party to this agreement or that administrator's designee. A Council member shall serve so long as the Council member remains the chief administrator of a service unit (or his or her designee) which is a party to this agreement and so long as this agreement remains in full force and effect. The names of the initial members of the Council shall be provided at the first meeting of the Council. Members of the Council shall not be personally liable for actions taken by them in their official capacity and may be indemnified as provided herein.

5. POWERS. To carry the purposes of this Agreement, the Council shall have the powers to:

(a) Purchase and/or lease supplies, materials and equipment and enter into a contract with any person, firm, corporation or other entity provided that no purchase, lease, or contract shall not be legally binding upon the NCN unless authorized by a vote of the majority of a quorum of the Council members. However, the Council shall not have the authority to enter into any lease, lease purchase, or other contract with a duration beyond the expiration date of this agreement,

- (b) Receive and approve or disapprove a request to become a part of this Agreement;
- (c) Submit an annual report to the Network regarding the activities of the NCN;
- (d) Require of and obtain from the Network and entities seeking to become a member of the NCN any information deemed necessary to carry out the duties and responsibilities of this Agreement;
- (e) Require any service unit and others to perform its duties and functions as provided in this Agreement or by any agreement entered into pursuant to this Agreement;
- (f) Accept for any of its purposes and functions any and all donations, grant of money, equipment, supplies materials and services, conditional or otherwise from any person or entity, and may receive, utilize, and dispose of the same. The nature, amount and conditions, if any, attendant upon any donation or grant accepted pursuant to this section, together with the identity of the donor, grantor, or lender, shall be detailed in the annual report of Council.
- (g) Adopt policies and procedures not otherwise inconsistent with this Agreement;
- (h) Employ, compensate, evaluate and discharge a staff limited only to those persons necessary to carry out its duties and functions;
- (i) Establish committees as it deems necessary for the purpose of advising the Council on any and all matters pertaining to the purposes of this Agreement;
- (j) Indemnify or reimburse any person in the same manner as a service unit board is authorized to do pursuant to Neb. Rev. Stat. § 79-1217;
- (k) Take any other action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform its duties and functions as provided in this Agreement; provided that the NCN cannot change the stated purpose(s) contained in this Agreement.

6. FINANCING AND BUDGETING. This Agreement will be financed by the Network. Each service unit shall contribute funds that the Network receives each year, not to exceed the amount of **\$12,000.00**. Future amounts shall be determined by the Council no later than the **May Meeting** prior to the next fiscal year unless determined otherwise by a majority vote of the Council members. Funds contributed to this Agreement shall be sums which have not been designated for direct distribution or which have not been directly distributed to a School District within the boundaries of such service unit. All funds received by the NCN from the participants shall have received approval as required by Neb. Rev. Stat. § 79-1242. Such contribution shall be no later than August 1st for each fiscal year. The fiscal year shall run from July 1st to June 30th. The annual budget will be as determined by a majority vote of the Council members at its May Meeting. Ensuing budgets may be increased or decreased as determined by a majority vote of the Council members. Each service unit administrator or the designee shall provide their respective Units with a report of the NCN budget information.

7. COMPUTER TECHNOLOGY BUDGETING. The Network hereby agrees to create a cybersecurity budget. Said budget shall be funded by the money received from each service unit. The initial year contribution for any entity joining this Agreement after its initial enactment shall be that which is agreed upon by the Council and the joining party. The contribution for all ensuing years shall be determined by the Council at the annual meeting. This budget may be used for any of the purposes established in this Agreement. Any services to be used by or provided to the Network shall be done so as determined by the Council based upon the best mutual financial interests of the Network. This budget may also be used to pay for any expenses necessary to accomplish any of the purposes of this Agreement or as otherwise allowed by law and to enforce any of the Council's powers or duties contained in this Agreement or otherwise allowed by law.

8. PRE-PAYMENT. Any service unit may pre-pay all or part of any annual contribution required of it under this Agreement at any time at the discretion of the governing board of the service unit.

9. EXPENSES. Expenses and costs that arise as a result of this Agreement shall be paid by each of the participants as determined by a majority vote of the Council members. The expense calculation or determination may be amended from time to time as determined necessary by the Council by a majority vote of the Council members. The Council may authorize the fiscal agent to pay legally routine or repetitive expenses.

10. REIMBURSEMENT OF EXPENSES. Council members, Council employees, and employees of the participants may be entitled to reimbursement for actual expenses incurred in their line of duty as determined by a majority vote of the Council members. The individual seeking reimbursement shall be required to present a request for payment or reimbursement to the Council. If approved, the Council shall forward authorization for payment to the Fiscal Agent's treasurer or other designee. Each request shall be fully itemized, including when, where and why the expense was incurred and the actual amount involved. When reimbursement is requested for mileage by automobile, the points between which such travel occurred, the times of arrival and departure, and the necessity and purpose of such travel shall be shown on such request. When reimbursement is requested for mileage by automobile, the license number, the owner of the automobile used, and the rate per mile being requested shall also be shown on each request. The Treasurer may require less supporting detail for requests covered in this section but shall not impose reporting requirements which exceed those listed unless specifically authorized by a majority vote of the Council. No request shall be submitted by an individual for an expense when such expense has been paid by the service unit. The statement of expenses shall be duly verified and supported by receipts for all of such expenditures, except immaterial items identified by the Treasurer, for which reimbursement is requested. No charge for mileage shall be allowed when such mileage accrues while using an automobile owned by the State of Nebraska or a respective service unit. The approval to attend a function, conference, or hearing shall be obtained from the Council prior to an individual's attendance at such function, conference, or hearing. The duties assigned to the Council Treasurer in this paragraph may be assigned to another individual by vote of the Council.

11. FISCAL AGENT FINANCIAL ACCOUNT AND NEGOTIABLE INSTRUMENTS. The Council shall appoint ESUCC as the fiscal agent to administer funds under this Agreement. All funds contributed pursuant to this Agreement shall be maintained in an account of the fiscal agent unit. The funds shall be maintained in such a manner so that they will be separately identifiable. The fiscal agent shall provide an accounting of said funds upon the request of any of the participants of the Network. The fiscal agent shall account for all expenses and receipts under this agreement to the Council. All checks, drafts, bills of exchange, notes or other obligations or orders for the payment of money shall be executed, endorsed, acknowledged and delivered by the fiscal agent for the Council. The fiscal agent for the Council shall report on all funds and fund activities as directed by the Council. Unless provided otherwise in this agreement, each expenditure or withdrawal from any account operated pursuant to this agreement shall require a majority vote of the Council.

12. NOT FOR PROFIT. It is expressly understood that this Agreement is to be operated not for profit and no profit or dividend will go to the benefit of any service unit or their entity or individual from this agreement.

13. TERMINATION. This Agreement may be terminated only upon a two-thirds concurring vote of the Council. Unless this Agreement is terminated by a two-thirds (2/3) concurring vote of the Council, the assets owned by the Council, whether directly or in trust, may only be liquidated or distributed in kind upon the expiration of the term of this Agreement. Said assets owned or belonging to the Council shall be distributed among the Network in the aggregate proportion of amounts contributed to this joint undertaking over the life of the agreement. If a dispute arises between the Network as to the value of such assets or as to how they will be distributed, such assets shall be sold by taking bids at public auction; said property shall be awarded to the highest bidder with the proceeds being divided as set forth above. The Council shall make a report of its activities to all members within 90 days after the termination of this Agreement and the liquidation of its assets.

14. WITHDRAWAL. Notwithstanding paragraph 13, any service unit may withdraw from this Agreement at the May Meeting of any year of this agreement by submitting a written or electronic notice to every other participant 30 days in advance, provided that said service unit must make restitution to the NCN for any funds committed or expended on its behalf under this Agreement. ***The withdrawing member relinquishes ownership in any property or funds generated and/or held by NCN.***

15. INDEMNIFICATION. Each service unit shall indemnify and hold harmless the NCN, its Council, and all members and participants herein from any and all claims, demands, losses, damages, injuries, suits, penalties, costs, liabilities and expenses arising out of any good or services provided to the service unit under this Agreement.
16. LIABILITY INSURANCE. Unless determined otherwise by the Council, it shall be the responsibility of the individual service unit to obtain and pay for the liability insurance coverage necessary for its participation in this Agreement, and each service unit shall take all necessary steps to obtain such liability insurance.
17. COUNCIL AUTHORITY. In addition to all of the powers specifically provided herein, all legal rights and obligations of the individual boards of the Network or other participating members shall also vest in the Council of the NCN so that the Council shall have all of the legal authority, powers, and duties of its members; provided that the Council cannot amend the stated purpose(s) contained in this Agreement.
18. EXPANSION OF MEMBERSHIP. Participation in the NCN shall be limited to the parties to this Agreement; provided, however, that the Network may expand the membership of the NCN by the consent of two-thirds majority of the Council. The Council shall receive and consider applications from other entities that request to participate in the NCN. The Council shall act upon such requests and shall establish all fees, costs, charges, leases, assessments and other conditions at the current rate of membership plus two-times (2X) the amount paid by current members previously; if such request is granted as provided in this paragraph.
19. AMENDMENT OF AGREEMENT. This Agreement may only be amended in writing by a Resolution adopted by a two thirds majority vote of the Council; provided that the NCN cannot amend the stated purpose(s) contained in this Agreement.
20. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.
21. SEVERABILITY. If any provision of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity of the remaining provisions of this Agreement.
22. VOTING. Unless provided otherwise in this Agreement or the bylaws, any action to be taken by the Council shall require a majority vote of the Council members of the participating the Network.
23. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be and constitute one and the same instrument.
24. AUTHORIZATION TO ENTER AGREEMENT. By signing this Agreement, the undersigned represents that he or she has been authorized to do so by the public agency by ordinance, resolution; or otherwise. A true and accurate copy of said ordinance, resolution, or other action is attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF we have hereunto subscribed our names and date.

EDUCATIONAL SERVICE UNIT COORDINATING COUNCIL

Signature_____

Date_____

EDUCATIONAL SERVICE UNIT # 1

Signature_____

Date_____

EDUCATIONAL SERVICE UNIT # 2

Signature_____

Date_____

EDUCATIONAL SERVICE UNIT # 3

Signature_____

Date_____

EDUCATIONAL SERVICE UNIT # 4

Signature_____

Date_____

EDUCATIONAL SERVICE UNIT # 5

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Date_____

EDUCATIONAL SERVICE UNIT # 6

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EDUCATIONAL SERVICE UNIT # 13

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EDUCATIONAL SERVICE UNIT # 15

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EDUCATIONAL SERVICE UNIT # 16

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EDUCATIONAL SERVICE UNIT # 17

Signature_____

Date_____

EDUCATIONAL SERVICE UNIT # 18

Signature_____

Date_____

EDUCATIONAL SERVICE UNIT # 19

Signature_____

Date_____