

**Nebraska Statewide Workforce & Educational Reporting System (NSWERS)  
Executive Council Meeting**

November 23, 2020 1:00 p.m.

Nebraska Innovation Campus (NIC), 2021 Transformation Drive, Lincoln, NE 68508  
(Breakout Rooms A1 and A2)

## **AGENDA**

1. **CALL TO ORDER**
  - 1.1 Roll Call
  - 1.2 Announcement of the placement of the Open Meetings Act information
2. **PUBLIC COMMENT PERIOD**
  - 2.1 Public Comment (5 minutes)
3. **PRESIDENT'S REPORT**
  - 3.1 Additions or Corrections to Agenda
4. **EXECUTIVE DIRECTOR'S REPORT**
5. **COMMITTEE REPORTS**
6. **EXECUTIVE SESSION (if needed)**
7. **ACTION ITEMS**
  - 7.1 Approve Minutes of NSWERS business meeting, October 12, 2020
  - 7.2 Approve Minutes of NSWERS workshop meeting, October 21, 2020
  - 7.3 Approve NSWERS-NDOL Data Sharing Agreement
  - 7.4 Approve NSWERS Partner Data Sharing Agreement
8. **ADDITIONAL BUSINESS**
9. **SPECIAL PRESENTATIONS AND DISCUSSIONS**
10. **INFORMATION ITEMS AND REPORTS**
11. **ADJOURNMENT**

Nebraska Statewide Workforce & Educational Reporting System (NSWERS)

Executive Council Meeting

Monday, October 12, 2020

2:30 p.m.

Varner Hall Boardroom, 3835 Holdrege Street, Lincoln, NE 68583

Publicized notice of the Executive Council meeting was given by posting the date, time, and location on the NSWERS.org website.

**1. CALL TO ORDER** – President Dr. Susan Fritz called the meeting to order at 2:30 p.m.

**1.1 Roll Call**

Roll Call showed the following NSWERS members in attendance:

Dr. Susan Fritz, President

Dr. Paul Turman, Vice President

Dr. Paul Illich, Member

Dr. Matthew Blomstedt, Secretary/Treasurer

**1.2 Announcement of the placement of the Open Meetings Act information**

President Fritz announced that information regarding the Open Meetings Act is posted on the north wall in the Varner Hall Boardroom.

**2. PUBLIC COMMENT PERIOD**

No one appeared for public comment via ZOOM or in person.

**3. PRESIDENT'S REPORT**

**3.1 Additions or corrections to agenda**

No agenda items were removed, added or corrected.

**3.2 Approve minutes of the previous meeting**

Approval of the August 26, 2020 minutes passed with a motion by Dr. Matthew Blomstedt, second by Dr. Paul Illich.

Dr. Susan Fritz	Yea
Dr. Paul Turman	Yea
Dr. Matthew Blomstedt	Yea
Dr. Paul Illich	Yea

#### **4. EXECUTIVE DIRECTOR'S REPORT**

Dr. Matthew Hastings, Executive Director, NSWERS made two presentations on behalf of himself and the Management Team.

In the first presentation Dr. Hastings gave an overview of the envisioned framework that includes Strategy, Structure, System and Skills that included an 18-month StartUp Matrix that describes the goals and timeline of each. Dr. Hastings and the Management Team believe this will position NSWERS for success and a more comprehensive conversation will take place at the scheduled Workshop, October 21, 2020. Dr. Hastings and the Management Team look forward and encourage the Executive Council regarding to provide feedback to either presentation today. (See attached detailed PowerPoint presentation.)

The second presentation Dr. Hastings communicated to the Executive Council the importance of attaining an early data product and organizational proof of concept for NSWERS. This will provide a data visualization to promote inquiries and questions and identify educational gaps. Dr. Hastings and the Management Team recommend a Cohort Mapping of the Class of 2011. Cohort Mapping will simply and intuitively depict Nebraska's realized educational pathways from high school to college to 2 and 4-year institutions to the workforce. The results will invite questions and conversations about Nebraska's education-to-workforce continuum. (See attached detailed PowerPoint presentation.)

#### **5. COMMITTEE REPORTS**

##### **5.1 Report from the Management Team**

Please see presentations made by Dr. Matthew Hastings in Agenda Item 4.

#### **6. EXECUTIVE SESSION (if needed)**

No Executive Session held.

## 7. ACTION ITEMS

### 7.1 Approve Minutes of the Previous Meeting

Motion to approve the minutes of the previous meeting passed with a motion by Dr. Matt Blomstedt, second by Dr. Paul Illich.

Dr. Susan Fritz	Yea
Dr. Paul Turman	Yea
Dr. Matthew Blomstedt	Yea
Dr. Paul Illich	Yea

### 7.2 Approve Data Product Proof of Concept (POC) and related Data Collection from NSWERS partners

Motion to approve Data Product Proof of Concepts (POC) and related Data Collection from NSWERS partners passed with a motion by Dr. Paul Turman, second by Dr. Paul Illich.

Dr. Paul Turman	Yea
Dr. Susan Fritz	Yea
Dr. Paul Illich	Yea
Dr. Matthew Blomstedt	Yea

### 7.3 Approve Contract for POC Technical Support

Motion to approve Contract for POC Technical Support passed with a motion by Dr. Matthew Blomstedt, second by Dr. Paul Turman.

Dr. Matthew Blomstedt	Yea
Dr. Paul Illich	Yea
Dr. Susan Fritz	Yea
Dr. Paul Turman	Yea

### 7.4 Approve Engagement Letter to retain NSWERS Legal Counsel passed with a motion by Dr. Paul Illich, second by Dr. Matthew Blomstedt.

Dr. Blomstedt conveyed his appreciation of the efforts put forth by the Management Team to get to this point and this is a step forward for NSWERS.

Dr. Paul Illich	Yea
Dr. Matthew Blomstedt	Yea
Dr. Paul Turman	Yea
Dr. Susan Fritz	Yea

7.5 Table any action on the approval of NSWERS-NDOL Data Sharing Agreement until a future NSWERS Executive Council meeting passed with a motion by Dr. Paul Turman, second by Dr. Paul Illich.

Dr. Susan Fritz	Yea
Dr. Paul Turman	Yea
Dr. Matthew Blomstedt	Yea
Dr. Paul Illich	Yea

7.6 Approve Delegation of Signature Authority passed with a motion by Dr. Matthew Blomstedt, second by Dr. Paul Turman.

Council members discussed the importance of this as NSWERS moves forward to administer the organization and authorizes officers of NSWERS to execute all contracts and other documents related to the operations of NSWERS below \$200,000 upon approval of such action by the Executive Council.

Dr. Paul Turman	Yea
Dr. Susan Fritz	Yea
Dr. Matthew Blomstedt	Yea
Dr. Paul Illich	Yea

## **8. ADDITIONAL BUSINESS**

No additional business.

## **9. SPECIAL PRESENTATIONS AND DISCUSSIONS**

No special presentations and discussion.

## **10. INFORMATION ITEMS AND REPORT**

No information items and reports.

## **8. ADJOURNMENT**

Motion to adjourn the NSWERS Executive Council Business Meeting passed with a motion from Dr. Blomstedt, second by Dr. Paul Illich.

Dr. Matthew Blomstedt	Yea
Dr. Paul Turman	Yea
Dr. Paul Illich	Yea
Dr. Susan Fritz	Yea

**President Fritz adjourned the meeting at 3:42 p.m.**

**A NSWERS Executive Council Workshop will be held on Wednesday, October 21, 2020 from 11 a.m. - 1 p.m. at the Center for Great Plains Studies, 1155 Q Street, Schorr Suite, 6th floor, Lincoln, NE.**

DRAFT

# Nebraska Statewide Workforce & Educational Reporting System (NSWERS)

Executive Director's Report

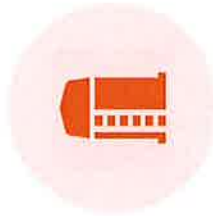
Matt Hastings, Ph.D.

October 12, 2020

## Overview



STRATEGY



STRUCTURE



SYSTEM



SKILLS



# Strategy

Core approach to accomplishing our goals.

# Strategy

- Strategic Visioning Workshop
  - Who: NSWERS Executive + Management Council members
  - When: 11:00 a.m. – 1:00 p.m., October 21, 2020
  - Where: Center for Great Plains Studies
    - Schoor Suite, 6<sup>th</sup> Floor, 1155 Q Street, Lincoln, NE 68588
    - Masks required in this space, will be identified as a public meeting
    - Lunch provided
  - Goals:
    - Revise and/or reaffirm stakeholder input and use cases
    - Review additional feedback from Executive + Management Council members
    - Facilitate discussion towards establishment of Strategic Approach

# Strategy

- NSWERS 18-Month Start-Up Matrix
  - Goals:
    - Provide a timeline of key NSWERS activities over the next six quarters
    - Position NSWERS for success
      - Upon the successful completion of these activities, at quarter six, prepared for “Implementation Phase” per NSWERS Interlocal Agreement
  - Framework utilized:
    - Strategy
    - Structure
    - System
    - Skills

# Strategy

NSWERS 18-Month Start-Up Matrix

	October-December 2020 Quarter 1	January-March 2021 Quarter 2	April-June 2021 Quarter 3	July-September 2021 Quarter 4	October-December 2021 Quarter 5	January-March 2022 Quarter 6
Strategy						
Strategic Approach	Develop Strategic Approach (Vision, Mission, Principles, and Goals)	Publish Strategic Approach Develop NSWERS Strategic Plan (+ Objectives and Tactics)	Publish Strategic Plan Develop LB 1160 Report Approve FY 2021 Budget Develop Communications Strategy Provide Deliverables	Develop LB 1160 Report Approve Communications Strategy Provide Deliverables	Review Update Strategic Plan Update Publish LB 1160 Report Provide Deliverables	Publish Strategic Plan Update
Strategic Plan Legislative Report (LB 1160)						
NSWERS Budget						
Communications Strategy						
Philanthropy						
Structure						
Executive Council	Meet Every Six Weeks	Meet Every Six Weeks	Meet Quarterly	Meet Quarterly	Meet Quarterly	Meet Quarterly
Advisory Committee	Identify Committee Members	Empanel Committee				
Membership	Define Roles/Responsibilities	Operationalize Roles/Responsibilities				
Roles/Responsibilities	Meet Weekly	Meet Bi-Monthly	Meet Monthly			
Management Council						
Working Groups						
Technology Group	Identify Work Group Membership	Empanel Work Group				
Research Group	Identify Work Group Membership	Empanel Work Group				
Legal Review	Identify and Secure Legal Counsel					
Legal Counsel						
Interlocal Phase	Begin Interlocal Preparation Phase					Begin Interlocal Implementation Phase

# Strategy

NSWERS 18-Month Start-Up Matrix

	October-December 2020 Quarter 1	January-March 2021 Quarter 2	April-June 2021 Quarter 3	July-September 2021 Quarter 4	October-December 2021 Quarter 5	January-March 2022 Quarter 6
System						
Define Responsibilities	Create Responsibility Matrix	Implement Core Package	Data Collection for Strategic Plan/Research Agenda			
Board Policies	Create Core Package	Implement Core SOPs	Create NSWERS Data Warehouse v1.0			
Standard Operating Procedures	Data Collection for POC		Publish Research Agenda			
Standard Data Collection	Create NSWERS Data Warehouse v0.1	Develop Research Agenda				
Data Warehouse						
Research Agenda						
Data Sharing Agreements	Develop/Execute Partners Data Sharing Agreement					
NSWERS	Develop/Execute NDOL Data Sharing Agreement					
NDOL						
Skills						
Staffing						
Tier One	Identify Tier One Staff	Onboard Tier One Staff	Onboard Tier Two Staff	Onboard Tier Three Staff		
Tier Two		Identify Tier Two Staff	Identify Tier Three Staff	Establish partnerships		
Tier Three			Identify partnerships for strategic efforts			
Partnerships						

\*As of 10/12/20

## Strategy

- NSWERS Early Data Product – Proof of Concept (POC)
  - Goals:
    - Develop a POC to identify needed and test existing NSWERS policies, processes and procedures
    - Promote efforts to garner continuous funding
  - Target Date:
    - January 1, 2021
  - Identified POC
    - Animated Visualization of Single HS cohort
  - Dependencies
    - Data sharing agreement between NSWERS partners / NSWERS and NDOL
    - Contract for professional services related to technical support

# Structure

How our work is situated and coordinated.

## Structure

- Securing NSWERS Legal Counsel
  - Needs:
    - Data sharing agreements:
      - Finalize data sharing agreement between NSWERS & NDOL
      - Create thoughtful agreement for data sharing between/among NSWERS partners
    - Contract template and review
    - Guidance related to the operations of interlocal administrative entity
  - We contacted and reviewed qualifications of recommended attorneys (4)
    - Recommend engagement with Karen Haase and KSB Law of Lincoln, NE



## Structure

- NSWERS Executive Council
  - Business meetings established through June 2021
    - 2020 Dates
      - \*Wednesday, October 21 @ 11:00 – 1:00
      - Monday, November 23 @ 1:00 – 3:00
      - Monday, December 21 @ 1:30 – 3:00
    - 2021 Dates
      - Monday, January 25 @ 2:30 – 4:00
      - Monday, March 8 @ 2:30 – 4:00
      - Monday, April 26 @ 2:30 – 4:00
      - Wednesday, June 9 @ 2:30 – 4:00

## Structure

- NSWERS Management Council
  - Currently meeting weekly for 90-minute blocs
    - Additional meetings as needed
  - Beginning 2021 we will look to back off to bimonthly, as needed
  - Thank you!

## Structure

- Other Committees
  - Advisory Committee
    - Executives from other stakeholders to make recommendations to the Executive Council
    - Meet to review progress and provide input to emerging reports, research agenda, and processes associated with the management of NSWERS
      - The intent is to extend participation and visibility to a larger stakeholder community who are potential users of the NSWERS research or have interest in the initiative
    - Panel of candidates being developed by Management Council to align with strategic approach/plan
  - Working Groups of the Management Council
    - Technology Group
    - Research Review Board

# System

Processes used to add value.

14

## System

- Working to establishing standard administrative operations
  - Organizational responsibility matrix
    - Identify at a high-level the roles and responsibilities for:
      - Executive Council
      - Management Council
      - Executive Director
      - NSWERS Staff
  - Executive Council/Board Policies
  - Standard Operating Procedures

## System

- Core system components for NSWERS:
  - Standard Data Collection
  - Data Warehouse Design
  - Research Agenda
  - Related necessary legal structures
- By design, create system informed by strategic approach and plan
  - Parallelism
    - Pilot system components by leveraging POC processes
    - Scale up to meet strategic goals, once codified

# Skills

The capabilities of our organization.

## Skills

- By design, acquire staff with the unique skills necessary to successfully execute on our strategic approach and plan
- Three-Tiered Priority Hires
  - Tier 1:
    - Database/ETL Development
    - IT/Web Applications Development
  - Tier 2:
    - Communications
    - Research
  - Tier 3:
    - Line staff



## Skills

- In the meantime, leverage contract support to fill gaps
  - Provide professional technical services related to POC development
- See SOW for contract with Student1
  - Scope of Service:
    - Data mart structures and animated visualizations depicting ten years of transition of the high school cohort of 2011 to postsecondary and workforce

Thank you

# Class of 2011: Mapping Paths to Nebraska's Workforce

An early data product and  
organizational proof of concept  
for the Nebraska Statewide  
Workforce and Educational  
Reporting System (NSWERS)

October 12, 2020

# Why Cohort Mapping?



CAPITALIZE ON  
INVESTMENTS MADE  
IN EDUCATION DATA  
STANDARDIZATION



EXPLOIT THE  
MARKETING  
POTENTIAL OF A TEN-  
YEAR, EDUCATION-  
WORKFORCE  
REVIEW PERIOD



SIMPLIFY INITIAL DATA  
SUBMISSIONS FROM  
NSWERS PARTNER  
ORGANIZATIONS



GENERATE AN  
ORIGINAL,  
SIGNATURE  
PRODUCT TO  
GALVANIZE SUPPORT  
FOR CONTINUOUS  
FUNDING



POSITION NSWERS AS  
A NATIONAL  
LEADER IN  
EDUCATION-  
WORKFORCE  
ANALYTICS

# Cohort Mapping - Benefits Defined

- Simply and intuitively depicts:
  - Nebraska's *realized* educational pathways
    - From HS to College
    - To and from two-year and four-year institutions to the workforce
  - Showcases the contribution of one cohort of Nebraska's youth to Nebraska business and industry
    - And its *relative* contribution to workforce demands
  - Highlights when, and from where, we are losing people – visualizing potential “brain drain”

3

# Cohort Mapping - Benefits Defined

- Highlights how Nebraska's youth become our workforce – or not
  - How some industries do a better or worse job of attracting and retaining talent
  - Where cross-industry talent capture is occurring
- Invites questions and conversations about Nebraska's education-to-workforce continuum –
  - Thereby underscoring the salience of NSWERS and the coming phases of our work!

# Proof of Concept

An animated graphic created to map and showcase Nebraska's education-workforce pipeline. The scope for this visualization is Nebraska public high school students assigned to *cohort year 2011*. This selection provides approximately a ten-year window into the movement of Nebraska's youth, depicted each quarter over a ten-year period, in and out of postsecondary education and Nebraska's economy.







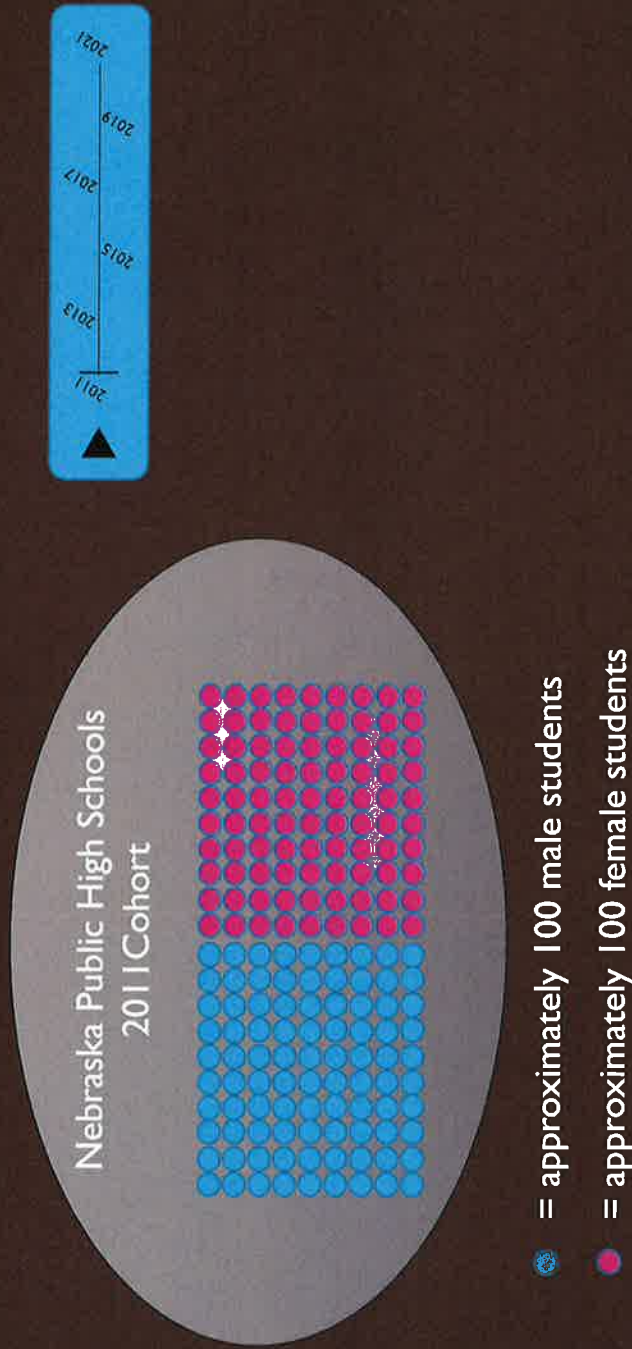
## A Ten-Year Reunion for Nebraska

- **The Class of 2011 (Cohort Year 2011)**

- What have you been up to?
- Where are you now?
- How did you get there?

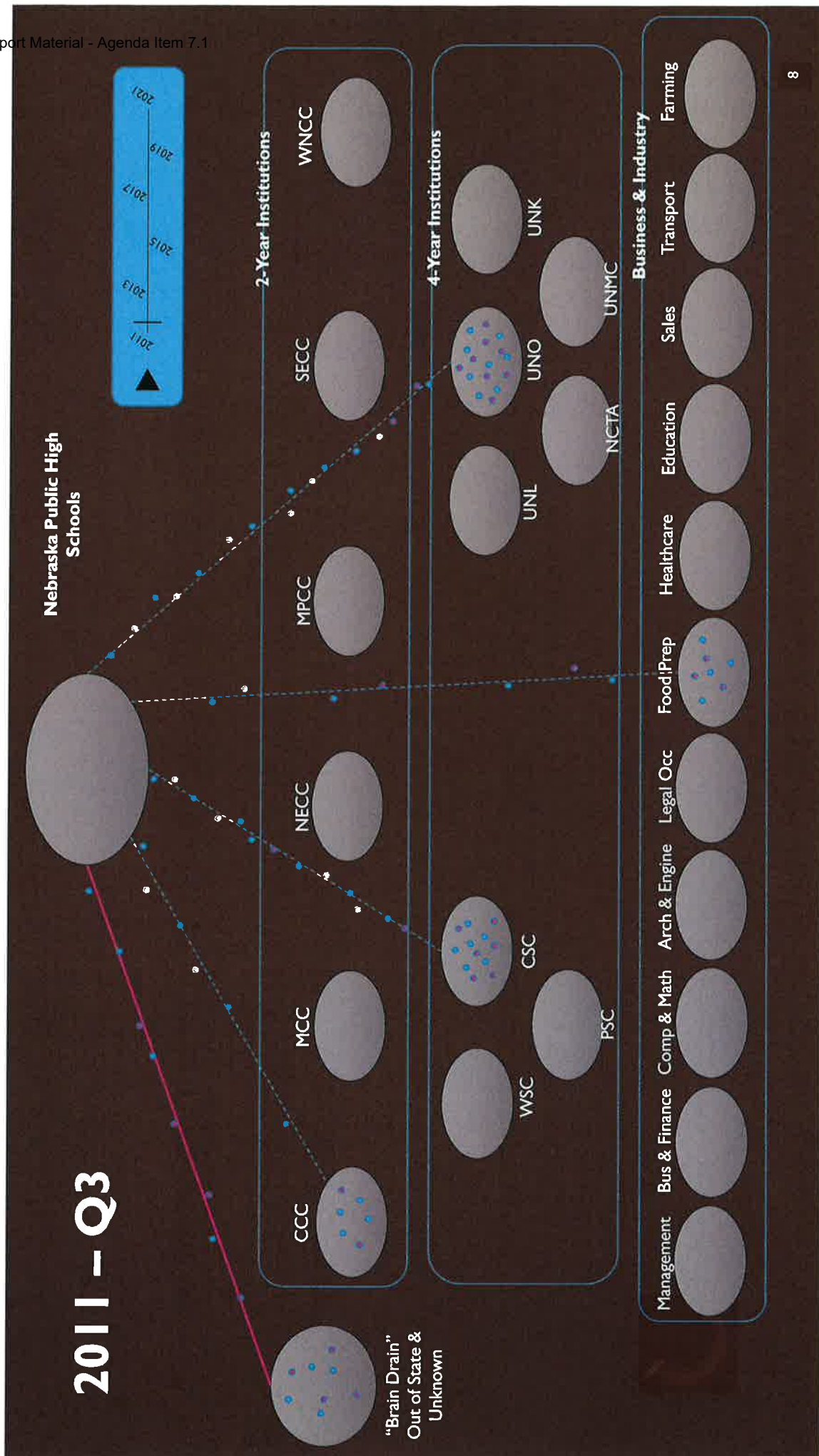


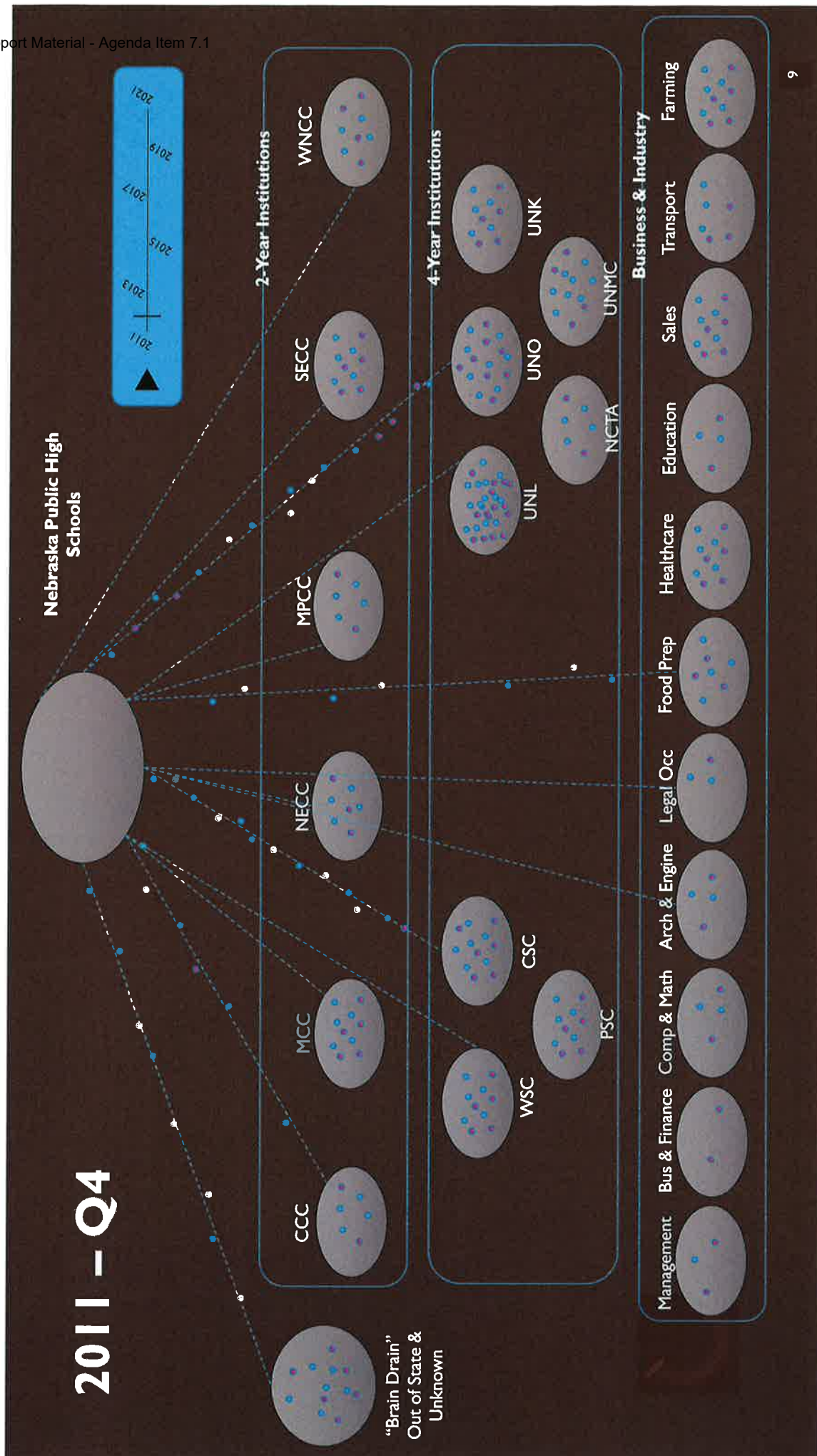
# 2011 - Q2



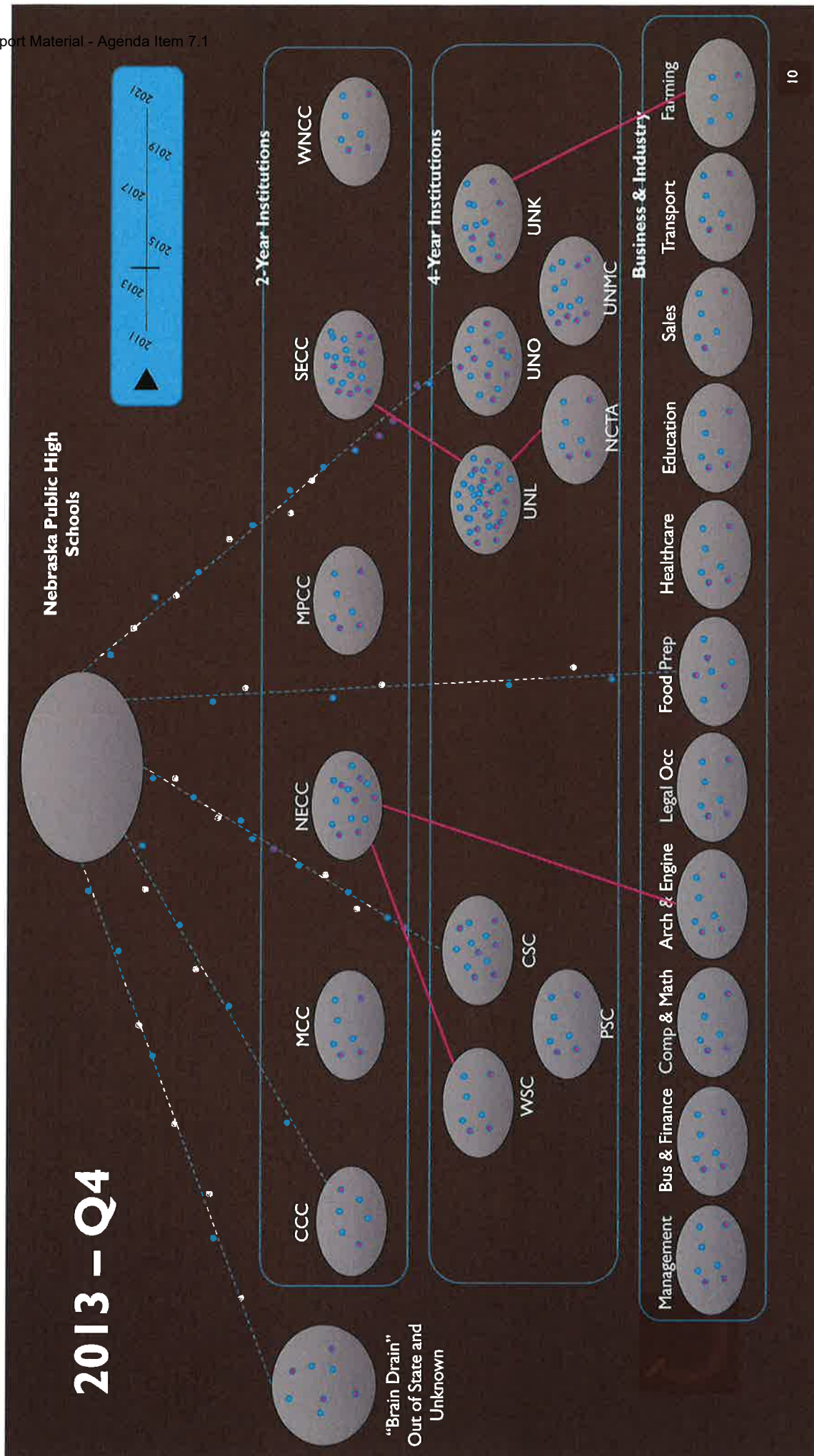
We aggregate the data in this presentation to ease the creation burden. In practice, the visualization would consist of approximately 20,000 individual dots – one dot to represent everybody included in cohort year 2011. Ideally, dots would be made to change colors based on filters available in the web application. In this example, we are filtering by gender. As such, male students appear as blue and females as mauve. In practice, filter functionality might provide for disaggregation by FRL status, high school membership size (e.g. small, medium, large), ACT score bands (0-15, 16-20, 21-25, 26-30, 31-37), etc.

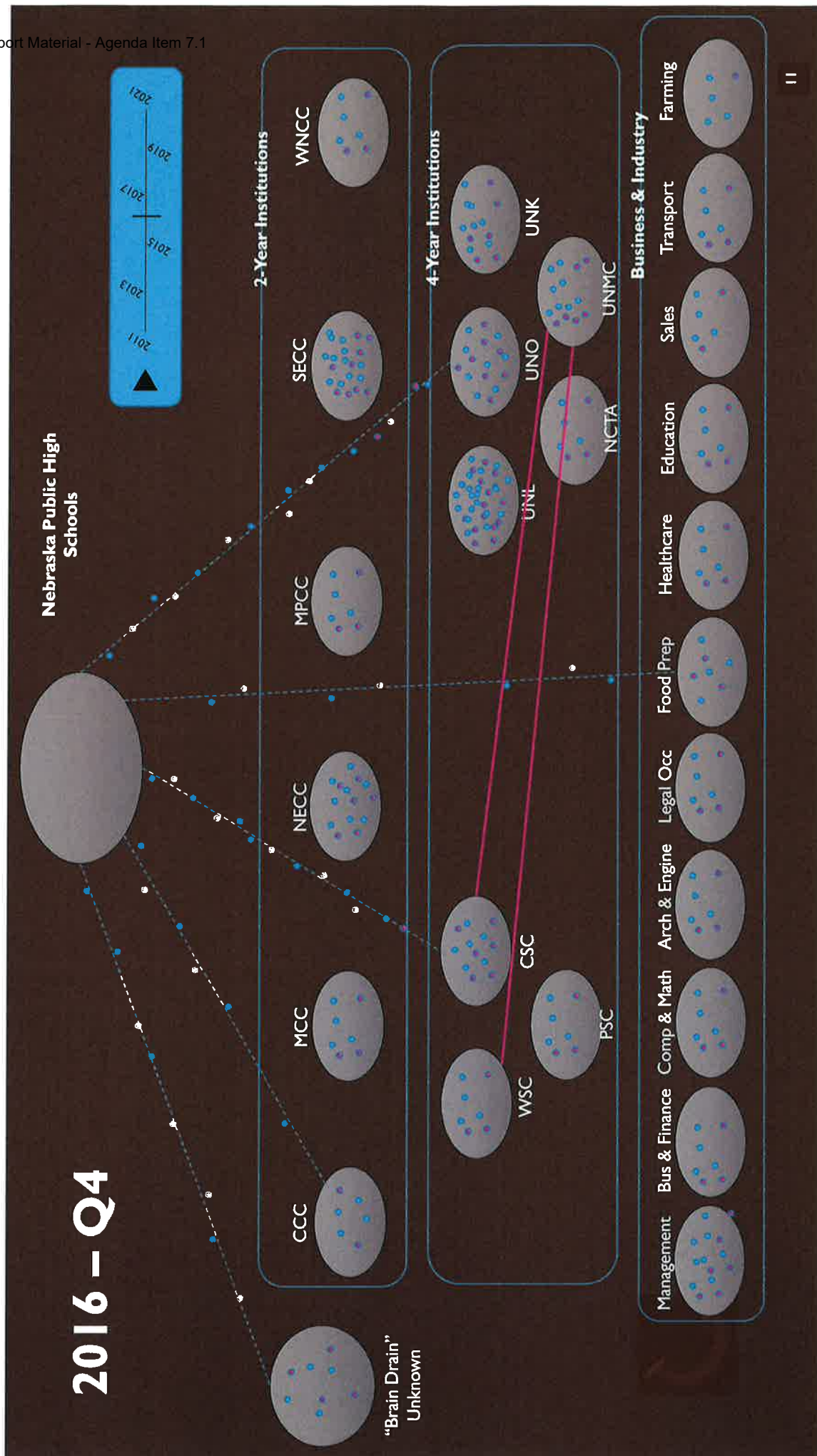
7

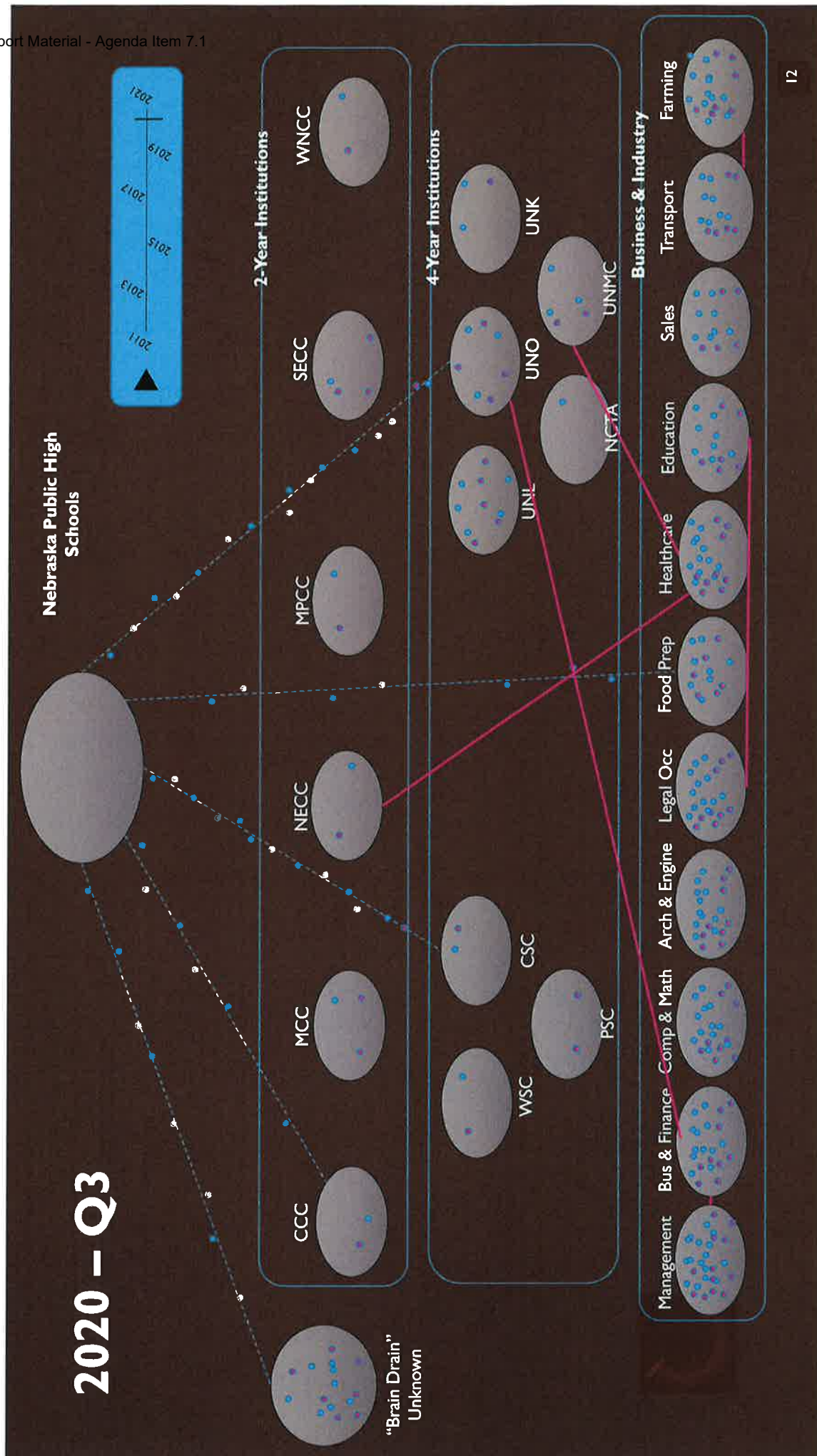














# Concept in Practice

- As an example of network analysis, see the animated ATUS visualization published by

Nathan Yue:

- <https://flowingdata.com/2015/12/15/a-day-in-the-life-of-americans/?platform=hootsuite>

# Data Collections - NDE

- Nebraska Department of Education provides initial data file
  - A file limited to students assigned to cohort year 2011, including:



# Data Collections – NDE

## Student

County District Number	School Number	School Year	NDE Student ID	Middle Initial
Birthdate	Gender	Race I Code	Expected Graduation Year	Home or Native Language
Generation Code	First Name Alias	Food Program Eligibility	Last Name	First Name Alias
Full-Time Equivalency (FTE)	Generation Code Alias	Last Name Alias	Middle Name Alias	Hispanic Indicator

## School Enrollment

County District Number	School Number	School Year	NDE Student ID	Enrollment Date
Enrollment Code				

## Program Facts & Assessment

County District Number	School Number	School Year	NDE Student ID	Programs Code
Technical Skill Attainment	Participation Info Code	NeSA Scale Score	Alternate Assess. Scale Score	Proficiency Level

# Data Collections - Postsecondary

- Nebraska Public Postsecondary Institutions Match and Append
  - SCOPE: only students included in matching file originating from NDE
  - Access list of students assigned to cohort year 2011 and perform match, appending:

# Data Collections - Postsecondary

## Postsecondary Enrollment

Institution ID	NDE Student ID	SSN	Academic Year Ending	Term as Year and Quarter	Census Flag
Full-time Student Flag	First Time Student Flag	Degree Seeking Flag			

## Postsecondary Academic Awards

Institution ID	NDE Student ID	Academic Year Ending	Term as Year and Quarter	Award Date
Award Code	Award CIP Code			

# Data Collections - NDOL

- Nebraska Department of Labor Match and Append
  - SCOPE: **only** students included in matching file originating from NDE
  - NDOL access list of students assigned to cohort year 2011 and perform match, appending:

# Data Collections - NDOL

Unemployment Insurance				
SSN	Employer	Hours Paid	Job Title Description	ONET Job Title Code
Wage Source	Wages	Year and Quarter		

# Timelines

- Data Collections
  - October 2020
    - NDE provides initial data to NSWERS
  - November 2020
    - Postsecondary institutions provide matched results to NSWERS
  - December 2020
    - NDOL provides matched results to NSWERS

# Timelines (continued)

## • Technical Development

- October 2020
  - NSWERS secures contract support and selects visualization technology
- November 2020
  - Develop dimensional data mart for selected data
  - Load data into data mart – round 1
  - Mock application available for review
- December 2020
  - Load data into data mart – round 2
  - Refine visualization
- January 2020
  - POC complete and available for production

# Timelines (continued)

- Administrative Processes
  - October 2020
    - NSWERS secures legal counsel
    - NSWERS provides revised/edited Data Sharing Agreement to NDOL
    - NSWERS completes Data Sharing Agreement among partner institutions
  - November 2020
    - NSWERS-NDOL Data Sharing Agreement complete



# Timelines (continued)

- Communications
  - October 2020
    - Initiate discussions with communications/legislative affairs regarding POC
      - Develop communications strategy
    - Review POC plan with Executive Council
  - November 23, 2020
    - Review POC progress with Executive Council
  - December 23, 2020
    - Review POC progress with Executive Council
  - January 2020
    - POC available for production

# Questions

Matt Hastings, Ph.D.

Executive Director, NSWERS

402.472.5238

[matthewhastings@nebraska.edu](mailto:matthewhastings@nebraska.edu)



Nebraska Statewide Workforce & Educational Reporting System (NSWERS)  
Executive Council Meeting and Workshop  
October 21, 2020 11:00 a.m. - 1 p.m.  
Great Plains Studies Center, Schorr Suite, 6th floor, 1155 Q Street, Lincoln, NE

Publicized notice of the Executive Council Meeting and Workshop was given by posting the date, time, and location on the NSWERS.org website.

1. **CALL TO ORDER** - President Dr. Susan Fritz called the meeting to order at 11:00 a.m.

1.1 Roll Call

Roll call showed the following NSWERS members in attendance:

Dr. Susan Fritz, President  
Dr. Paul Turman, Vice President  
Dr. Paul Illich, Member  
Dr. Matthew Blomstedt, Secretary/Treasurer

1.2 Announcement of the placement of the Open Meetings Act information

President Fritz announced that the information regarding the Open Meetings Act is located in the Great Plains Studies Center, Schorr Suite, 6th floor, 1155 Q Street, Lincoln, NE.

2. **PUBLIC COMMENT PERIOD**

2.1 Public Comment (5 minutes)

No one appeared for public comment.

3. **BUSINESS**

3.1 Strategic Visioning workshop

Dr. Hastings as well as Management Team members, Dr. Jodi Kupper, Dr. Leah Barrett, Dr. Kristin Yates and Dr. Folkers engaged Council members in discussion of the Strategic Visioning for NSWERS.

#### 4. ACTION ITEMS

##### 4.1 Approve NSWERS-NDOL Data Sharing Agreement

Motion to postpone the approval of the NSWERS-DOL Data Sharing Agreement passed with a motion from Dr. Paul Turman, second by Dr. Paul Illich.

Dr. Hastings indicated that with the approval of NSWERS attaining Legal Counsel at their business meeting October 12, 2020, Karen Haase, KSB Law, has been working on reviewing the DOL Agreement along with each entity's legal counsel and hopes to have the Agreement finalized for the November business meeting.

Dr. Paul Illich	Yea
Dr. Susan Fritz	Yea
Dr. Paul Turman	Yea
Dr. Matthew Blomstedt	Yea

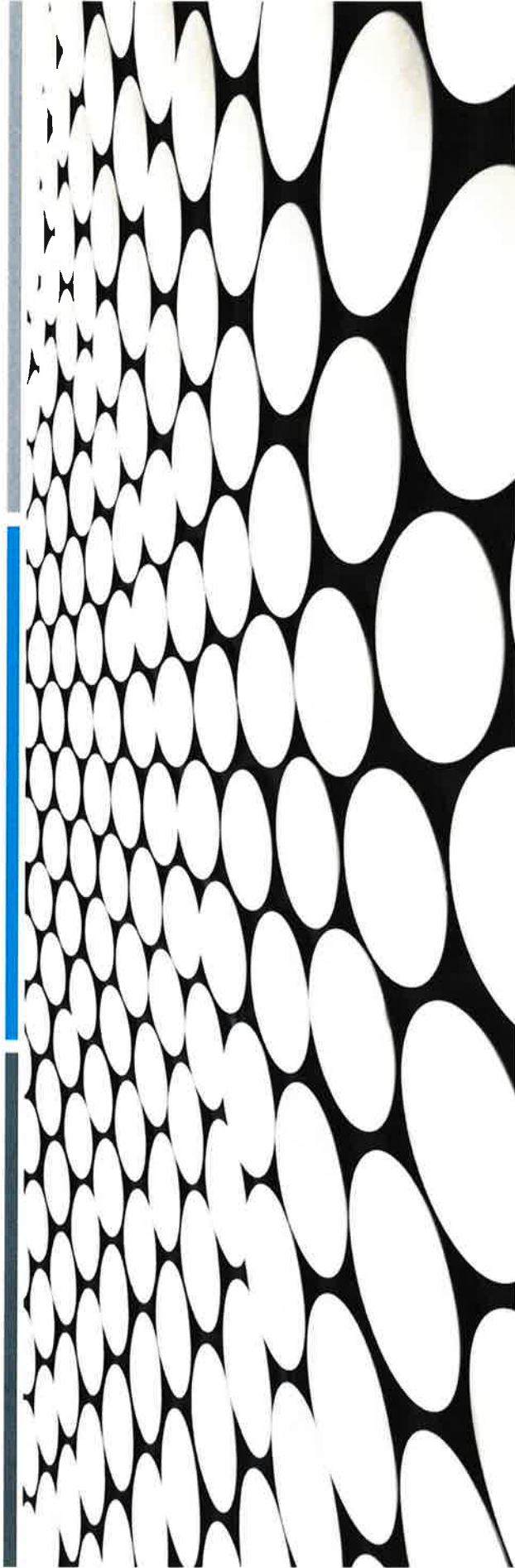
#### 5. ADJOURNMENT

Motion to adjourn the NSWERS Council workshop passed with a motion from Dr. Blomstedt, second by Dr. Paul Illich.

Dr. Matthew Blomstedt	Yea
Dr. Paul Turman	Yea
Dr. Paul Illich	Yea
Dr. Susan Fritz	Yea

President Fritz adjourned the meeting at 1:00 p.m.

A NSWERS Executive Council Business Meeting will be held on Monday, November 23, 2020, at 1:00 p.m. at the Varner Hall Boardroom, 3835 Holdrege Street, Lincoln, NE.

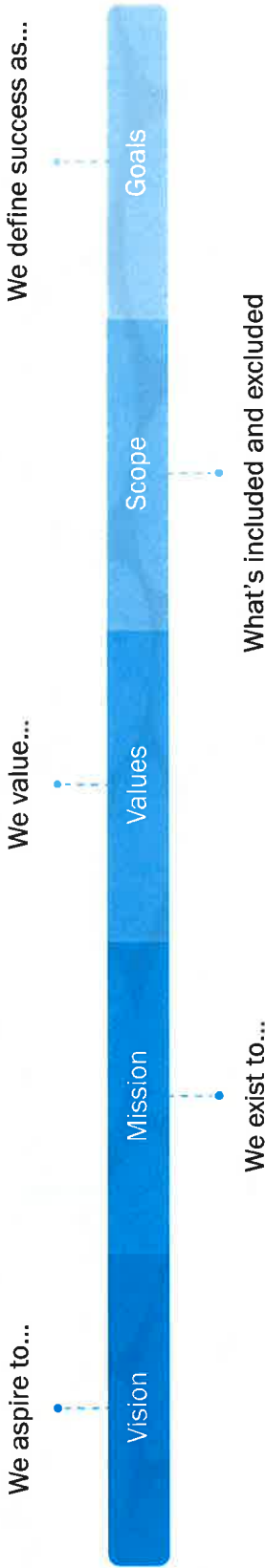


# **NSWERS STRATEGIC PLANNING WORKSHOP**

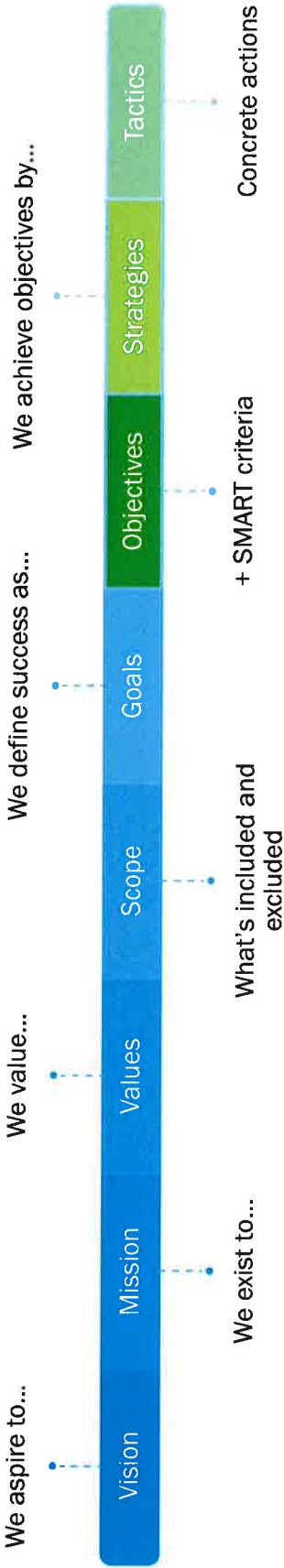
SCHORR PRESIDENTIAL SUITE - NSWERS EXECUTIVE & MANAGEMENT COUNCILS - OCTOBER 21, 2020

1

# STRATEGIC APPROACH



# STRATEGIC PLAN



## PROBLEMS TO SOLVE

- Establish the **capacity for greater data sharing** among partner entities and **answer longitudinal data related questions**. A more complete picture of the student educational pathway is being sought.
- Providing the data to build the **understanding of the Nebraska student experience** from P/K to workforce. This understanding will help us to **identify gaps and barriers as well as areas of strength**.
- **systematize longitudinal data** uses for education and workforce and begin to **answer key policy questions** for education linked sectors
- Improved ability to **meet educational and workforce needs** in Nebraska through **data-informed proactive strategies**



## PROBLEMS TO SOLVE

- I believe the problem solved is a need to provide access to accurate and reliable longitudinal student information to analysts and researchers to discover those policies, processes, and practices across students' academic involvement that best improve student outcomes as well as impact the efficient, effective, and ensured security of the information that allows continuously improving the educational systems.
- Increase the talent pipeline for Nebraska's workforce; Increase the number of students that complete high school; increase the number of students that complete college; Close the achievement gap between majority and minority students across the P-20 pipeline.
- NSWERS responds to the continued questions around what happens to our high school graduates from NE schools? The data will be able to identify their paths toward education or the work force and help to determine whether they remain in Nebraska.

# PROBLEMS TO SOLVE

- **Cogent, coherent, consistent, collection, connection, and curation of public sector P2OW longitudinal data** and data sources necessary to answer questions relevant to partners and stakeholders (broadly meant--govt, legislators, non-profits, NE employers, etc.).
- **Efficiency.** We share many common questions across institutions, stakeholders and the state (writ large). It's a giant needless time suck for everyone to source and analyze data to chase down answers to the same questions individually.
- Having not yet realized items one and two, we are often kept from **making truly data informed decisions** about what is good policy and may waste money and resources **making policy on hunches or feelings that doesn't pan out**. If we can know at least one possible variation data driven answer before we make big policy decisions as a state, I think we should.

6

## 10 YEARS FROM NOW

- Publicly facing website with dashboards that provide real time and 10 year trends of key indicators across the P-20 and employment spectrum. There will be a set of core staff and several teams of grant-supported researchers functioning together as NSWERS. NSWERS will have core funding from the State of Nebraska.
- More mature in structure, governance, data availability (e.g., maybe data from private postsecondaries?) and data quality. Where will you be in 10 years assumes this is a journey from point A (now) to point B (now +10). I believe that if NSWERS functions as it should, it's always going to be an adaptive organization engaged in iterative reexamination of the ideas, data, analyses and technologies most necessary and most suited to helping ensure the success of students, institutions and the State of Nebraska.
- NSWERS will be a state-wide system that provides data on the paths that our students take in their educational journeys and how those paths contribute to their ability to transition into the workforce in Nebraska.

7

## NEXT 10 YEARS

- A P-20 data system environment that has the capacity to assist all educational sectors assess factors impacting student success, and develop effective approaches to state education and workforce policies.
- NSWERS will provide data to support/refute policy recommendations, support grant applications, support basic and applied research, and support continuous quality improvement efforts of educational leaders.
- It will be the go-to source of data about pk-20 and labor and probably have a series of policy analyses that are viewed as premier sources for tracking education outcomes
- Collaborative entity that allows for timely access to interactive and reliable information related to educational and workforce needs in Nebraska
- An internationally respected and innovative entity that embodies the best practices of supporting the secure and effective use of data that informs policy, practice, process, and proactive engagement.

## VISION

- The Nebraska Statewide Workforce and Educational Reporting System (NSWERS) is envisioned as a comprehensive, sustainable, and robust lifelong learning and workforce longitudinal data system serving the needs of the people of Nebraska. (LB 1160)

# VISION

3. LB 1160 identified the following as a potential vision statement for NSWERS: "The Nebraska Statewide Workforce and Education[al] Reporting System is envisioned as a comprehensive, sustainable, and robust lifelong learning and workforce longitudinal data system serving the needs of the people of Nebraska." (section 2, subsection 3) To what extent do you agree or disagree with adopting this text as the NSWERS vision?

[More Details](#)



## SUGGESTED EDITS TO VISION

- Add something specific about students' educational experiences (K-12, college, etc.)
- Replace "learning" with "educational" but also maybe add in "experiential."
- Maybe NSWERS will eventually include data that is not strictly from the world of education or workforce; other SLDs have clearly done this. Which "needs of the people" are we serving?
- This is more about process (data informed) and outcomes (positive for students, workers, employers and the state).
- The statement sounds mostly like a description of the box we keep things in, not the full depth of the "why" we're doing this.

11

## SUGGESTED EDITS TO VISION

- Integrate how the system can assist in evolving state public policy to improve the opportunities for student success across all educational sectors.
- NSWERS is a comprehensive, sustainable, and robust lifelong learning and workforce longitudinal data system that is the foundation of continuous quality improvement for the State of Nebraska.
- Add a policy information role to the vision
- Not sure it is set up to be "lifelong learning" at least yet
- Add the word collaborative to go along with "comprehensive, sustainable, etc....."
- Adding the supportive nature of NSWERS for and on behalf of the partners.





## MISSION

- NSWERS exists to provide the information necessary to align Nebraska's education and training systems with workforce and labor market demands.

# MISSION

5. By combining and truncating these statements, we offer the following potential mission statement: NSWERS exists to provide the information necessary to align Nebraska's education and training systems with workforce and labor market demands. To what extent do you agree or disagree with adopting this statement as the NSWERS organizational mission?

[More Details](#)



## SUGGESTED EDITS TO MISSION

- Better I like the LB 1160 language, although I still like the language from the Interlocal better. Workforce is a clear focus and it's important and we do care about it. Ditto for education. But I still think this whole is more than the sum of those two parts. It still sorta sounds like the answer to a "what" question without an answer to the "why" part of things. If tomorrow we had figured out how to meet all workforce demands, would we have run out of questions to ask? My answer is no, because I think this is less about "filling a box with x number of things" and more about elevating the potential of people and the probability of their success, whether those people are students, workers, employers or none of the above.
- I don't disagree about the focus on workforce, but I also think NSWERS has the possibility to further improve our educational systems as well, and improve the progression of students to improve educational attainment. . NSWERS exists to provide the information necessary to align Nebraska's education and training systems with workforce and labor market demands, with a goal of increasing the educational attainment of the citizens in the state.
- Again, I see a policy (and perhaps I also mean public investment) role
- We want to add "community" next to workforce
- It seems fine for an initial mission, but I wonder if there should be something about the "how" or "through" as a part of the mission

CORE  
VALUES

Quality – 40 pts

Excellence – 39 pts

Collaboration – 38 pts

Integrity – 37 pts

Continuous Improvement – 37 pts

## CORE VALUES

Value-Enhancing – 36 pts

Innovation – 35 pts

Efficiency – 33 pts

Teamwork – 30 pts

Boldness & Cutting-Edge – 29 pts

# SUGGESTED ADDITIONS TO CORE VALUES

- |               |              |
|---------------|--------------|
| ■ Progression | ■ Credible   |
| ■ Completion  | ■ Brave      |
| ■ Alignment   | ■ Fair       |
| ■ Equity      | ■ Thoughtful |
| ■ Reflective  | ■ Inquiry    |
| ■ Transparent | ■ Adaptive   |
| ■ Learning    | ■ Creative   |
| ■ Useful      | ■ Teaching   |



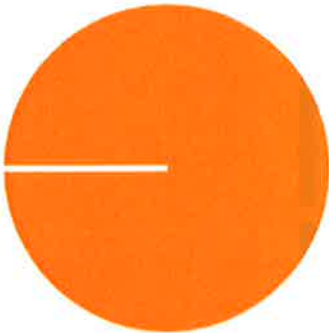
## SCOPE

- *As a Data System:* NSWERS is a comprehensive, sustainable, and robust lifelong learning and workforce longitudinal data system to enable the training of tomorrows workforce, today.
- *As an Administrative Entity:* NSWERS oversees the creation, operations, maintenance, expansion and use of the NSWERS data system.

# SCOPE

9. By combining and truncating these statements, we have the following potential scope statement: As a Data System: NSWERS is a comprehensive, sustainable, and robust lifelong learning and workforce longitudinal data system to enable the training of tomorrows workforce, today. As an Administrative Entity: NSWERS oversees the creation, operations, maintenance, expansion and use of the NSWERS data system. To what extent do you agree or disagree with adopting this statement as the NSWERS organizational scope?

[More Details](#)



## SUGGESTED EDITS TO SCOPE

- Workforce and education are both important. But is that all of why are we doing this?
- I think we're setting up structures and systems and processes to allow decision-makers, educators and employers to have better insight into those practices that ensure greater and more equitable success for students, workers, industry, citizens and "the State of Nebraska" as a whole.
- Conclude with "... NSWERS data system to serve Nebraska stakeholders."

## GOALS

- Measure the efficacy of Nebraska's education and training system for workforce and labor demands
- Innovate system efficiency to deliver sustainable insights
- Ensure informational protection, privacy safeguards and cybersecurity

**EXCHANGE AGREEMENT**  
**Between**  
**NEBRASKA DEPARTMENT OF LABOR**  
**And**  
**the Nebraska Statewide Workforce & Educational Reporting System**

---

**Wage Record Data Exchange**

---

THIS AGREEMENT (Agreement) is entered into on [date] between the Nebraska Department of Labor (NDOL) and the Nebraska Statewide Workforce & Educational Reporting System (NSWERS) (collectively, the “Parties”).

**WHEREAS**, public entities, the Nebraska State Board of Education, the Board of Regents of the University of Nebraska, the Board of Trustees of the Nebraska State Colleges, and the Board of Governors of each Community College Area are required pursuant to LB 1071 (2010) to adopt a policy to share student data;

**WHEREAS**, the Nebraska State Board of Education, the Board of Regents of the University of Nebraska, the Board of Trustees of the Nebraska State Colleges, and the Board of Governors of each Community College Area entered into a written agreement pursuant to the Interlocal Cooperation Act (*Neb. Rev. Stat.* §§13-801 to 13-827) to establish NSWERS, a joint entity, and separate body corporate and politic of the State of Nebraska (said signatories hereinafter referred to as the “NSWERS signatories”); and

**WHEREAS**, the purpose of NSWERS is to coordinate the sharing of student data for the purpose of evaluation of, and research related to, public prekindergarten, elementary, secondary, and postsecondary education to improve education in Nebraska, as directed by LB 1071 (2010); and

**WHEREAS**, NDOL was directed by LB 1160 (2020) to enter into a memorandum of understanding with NSWERS to ensure the exchange of available data between NDOL and NSWERS; and

**WHEREAS**, NSWERS desires access to NDOL Unemployment Insurance (UI) wage data (UI Wage Data) for the purpose of tracking student enrollment and graduate employment and salary trends for program and research purposes; and

**WHEREAS**, the purpose of this Agreement is to meet the memorandum of understanding requirement of LB 1160 (2020).

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS, COVENANTS, REPRESENTATIONS AND PROVISIONS HEREOF, BOTH PARTIES AGREE AS FOLLOWS:

**I – Data Exchange**

---

- A. **Beginning on [date]** NSWERS signatories will submit requests for exchange of data through NSWERS and NSWERS will initiate and facilitate the exchange of data with NDOL. The Parties will be responsible for ensuring the exchange of such data.
- B. NSWERS will provide NDOL with the social security numbers (SSN) of students and graduates/completers, requesting UI Wage Data for the appropriate quarters to meet data sharing policy/requirements imposed on NSWERS signatories through LB 1071 (2010).

- C. NSWERS will submit a request for UI Wage Data via internet-based secure file transfer protocol (SFTP) no more frequently than once per month during the term of this Agreement. NDOL will run the match to UI Wage Data and return a file to NSWERS with the available, requested student level data. Said file shall include a common unique identifier available to both NSWERS and NDOL. NDOL will return the file via SFTP, or another secure method agreed upon by the parties to this Agreement. Although an anticipated exchange process is briefly outlined in this paragraph C, NSWERS and NDOL agree to negotiate in good faith, agree upon, and document the specific process for the exchange of data. Such mutually agreed upon, documented process will be/is incorporated into this Agreement by this reference. Such process must be documented by the parties prior to exchange of data.
- D. With the UI Wage Data returned by NDOL, NSWERS will:
1. Gain a clearer understanding of student enrollment and graduate/completer migration into the workplace and the success of student enrollment and graduate/completers who achieve academic attainment.
  2. Evaluate graduate/completer job placement to make better decisions on existing and future program offerings.
  3. Gain information on labor supply.
- E. NDOL will use the data matched through the exchange process to:
1. Gain information on labor supply.
  2. Meet federal and/or state reporting requirements.
  3. Meet a research need, subject to confidentiality provisions contained in this Agreement.
- F. NSWERS and NDOL and their designated representatives understand and agree that all information developed pursuant to this Agreement, irrespective of the manner, form or mode, shall be used solely for the purposes set forth in this Agreement, and in compliance with the confidentiality requirements set forth in this Agreement and applicable law.
- G. **The Parties** shall not be liable for any damages arising from inaccuracies in the information provided.

## ~~H - Costs~~

---

- A. ~~NSWERS will be billed by NDOL for actual costs incurred in preparation for making disclosures of UI Wage data, and in the actual cross match process for the exchange of UI Wage Data, whether successful or not. To the extent possible, NDOL will notify NSWERS of anticipated costs to be billed to NSWERS, in advance of beginning work.~~
- B. ~~Nonpayment of costs and/or fees by NSWERS is cause for suspension or termination of this Agreement, at the discretion of NDOL.~~

{00035731.DOCX; 1}

**III – Points of Contact (POC)**

---

- A. The parties designate the following individuals as their POC:

<b>NDOL:</b>	
Scott Hunzeker, LMI Director 500 South 16 <sup>th</sup> Street Lincoln, NE 68508	Phone: (402) 471-8878 eMail: scott.hunzeker@nebraska.gov
<b>NSWERS:</b>	
Matthew Hastings, Executive Director NSWERS 3835 Holdredge Street Lincoln, NE 68583-0745	Phone: (402) 472-5238 eMail: matthewhastings@nebraska.edu

- B. It will be the responsibility of the individuals named above to ensure the integrity and timely processing of the UI Wage Data exchange under this Agreement.
- C. The POC for NSWERS will complete an application for a SFTP username and password for an authorized individual to access UI Wage Data files (Attachment #1). The individual(s) named on said application form must also ensure the integrity and timely processing of data exchange under this Agreement.
- D. In the event that NSWERS' POC or authorized individual changes responsibilities in connection with this Agreement, NSWERS will immediately inform NDOL, in writing.

**IV – Term of Agreement**

---

- A. This Agreement is for a three (3) year period, commencing [date] and expiring [date].
- B. This Agreement may be reviewed by the parties annually, including all costs associated with this Agreement.
- C. Either party may terminate this Agreement upon thirty (30) days written notice.
- D. Any amendments or extensions to this Agreement must be in writing and approved by both parties.
- E. Violation of any of the terms of this Agreement may be cause for NDOL or NSWERS to terminate this Agreement.

**V – Confidentiality**

---

- A. The parties agree to comply with the confidentiality requirements of applicable state and federal law regarding protection of UI Wage Data (See 20 C.F.R. Part 603 and *Neb. Rev. Stat.* §§48-612 and 48-612.01). Such requirements include, but are not limited to, the following:

{00035731.DOCX; 1}




1. Access to the information provided by NDOL under this Agreement will be restricted only to authorized individuals. In order to be authorized, each person with authority to request or access information authorized by this Agreement shall be required to individually sign a confidentiality and/or non-disclosure agreement (Attachment #2). Said confidentiality and/or non-disclosure agreement will be kept on file with NSWERS, and provided to NDOL, upon request of NDOL. Failure to comply shall constitute a breach of this Agreement and may require the immediate removal of the person from working on projects involving the data, and may result in suspension or termination of this Agreement, at NDOL's discretion.
2. NSWERS agrees that all documents or reports prepared or generated by NSWERS or NSWERS signatories using information received from NDOL under this Agreement will not include, nor reveal, individually identifiable information. Additionally, NSWERS agrees to ensure that documents or reports, when viewed in conjunction with other documents or reports or information, will not reveal individually identifiable information. NSWERS and its authorized representatives understand and agree that any information released or shared by NSWERS with entities other than the NSWERS signatories using data obtained pursuant to this Agreement must be in aggregate/processed form which will not reveal individual names, employer identities, social security numbers, or employer identification numbers. NSWERS understands and agrees that access to, and use of information provided under this Agreement is limited to only those individuals with a need to access the information for the purposes included in this Agreement.
3. As a recipient of information from NDOL under this Agreement, NSWERS is required to review and follow *Neb. Rev. Stat.* §48-612 and §48-612.01 and 20 C.F.R. Part 603, and in particular, the safeguards and security requirements that apply to disclosed information in 20 C.F.R. 603.9, as such apply to information provided to NSWERS by NDOL under this Agreement. 20 C.F.R. 603.9 is attached to this Agreement (Attachment #3), and the safeguards and security requirements of 20 C.F.R. 603.9 are incorporated into this Agreement. To the extent that this Agreement conflicts with 20 C.F.R. 603.9, 20 C.F.R. 603.9 takes precedence.
4. The parties recognize that *Neb. Rev. Stat.* §§48-612 and 48-612.01, and 20 C.F.R. Part 603 restrict sharing of information obtained from any employing unit or individual, and Nebraska law provides for penalties for unauthorized disclosure of such information. NSWERS recognizes there is an obligation, and an expectation by the United States Department of Labor, to protect the confidentiality of information disclosed.
5. Any documents or reports prepared or generated with information provided by this Agreement, which contain personal or individual identifiers, will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours, or when not in use.
6. NSWERS agrees to destroy any information received from NDOL immediately after its intended use under this Agreement is complete, or otherwise remove personal or individual identifiers from such information, subject to NDOL written approval. NDOL agrees to destroy any information received from NSWERS immediately after its intended use under this Agreement is complete, or otherwise remove personal identifiers from such information, subject to NSWERS written approval.

{00035731.DOCX; 1}

7. NSWERS and NDOL will both permit the other party to make on-site inspections to ensure that the requirements of applicable state and federal law, and this Agreement are being met.
  8. If NSWERS or NDOL is served with a warrant, subpoena or any other order or request from a government body or any other person for any record or files of NSWERS or NDOL data, NSWERS or NDOL will, as soon, as reasonably practical and not in violation of law, deliver to the other party, a copy of such warrant, subpoena, order or request. NSWERS and NDOL will not, without the other party's prior written consent, comply with the same unless and until required to do so under applicable law. NSWERS recognizes the obligation to resist any subpoena from any person that requires disclosure of confidential unemployment insurance records pursuant to *Neb. Rev. Stat.* §48-612, *Neb. Rev. Stat.* §48-612.01, and 20 C.F.R. §603.7(a), and that NDOL can only release such records upon the issuance of an order of the court.
  9. Unauthorized release or use of information provided under this Agreement by either NSWERS or NDOL shall be cause for immediate termination of this Agreement (and immediate surrender or destruction of data received from the other party), in addition to other remedies available to the parties. To the extent permitted by law, NSWERS shall be responsible for any damages, and will hold NDOL harmless from any loss should any breach of confidentiality occasioned by the acts or omissions of an NSWERS employee occur. To the extent permitted by law, NDOL shall be responsible for any damages, and will hold NSWERS harmless from any loss should any breach of confidentiality occasioned by the acts or omissions of an NDOL employee occur.
- B. The Family Educational Rights and Privacy Act (FERPA), [20 U.S.C. 1232g, and applicable regulations at 34 C.F.R. 99], which protects the privacy of student education records, is also applicable to information exchanged under this Agreement. To the extent applicable:
1. In accordance with FERPA, NSWERS shall oversee this information exchange to ensure that it is carried out consistent with FERPA requirements in the course of providing information to, and collecting information from, NDOL. NSWERS identifies NDOL as its authorized representative for matching SSN's to collect data from UI Wage Data. Both parties are responsible for ensuring that any disclosure of education records of students complies with FERPA. NDOL agrees to access, utilize, and disclose the information provided by NSWERS only as expressly authorized in writing.
  2. NSWERS and NDOL agree to take all appropriate steps necessary to protect information shared under this Agreement from unauthorized disclosure, and further agree to destroy any individually identifiable graduate/completer information when no longer needed for the purposes of this Agreement, pursuant to FERPA, **or upon request by NSWERS.**
  3. NDOL agrees to use available data security protocols and assurances to protect the privacy of data shared with NDOL by NSWERS.
- C. To ensure confidentiality of data exchanged under this Agreement, in addition to other such provisions in this Agreement, NSWERS and NDOL agree to:
1. Store and process data in a secure manner such that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means.

{00035731.DOCX; 1}

2. Ensure that only authorized persons will have access to information exchanged under this Agreement.
  3. Instruct that all personnel with access to the exchanged information provided by this Agreement are advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance.
  4. All documents should be shredded or disposed of in some manner which will reasonably ensure that the contents of the exchanged information are not disclosed.
- D. ~~The parties agree that the obligations of confidentiality under this Agreement may not apply to non-public information that.~~ 
- ~~1. Was previously known to NSWERS or NDOL;~~
  - ~~2. Is or becomes publicly available, through no fault of NSWERS or NDOL;~~
  - ~~3. Is disclosed to NSWERS or NDOL by a third party having no obligation of confidentiality to NDOL or NSWERS relating to such confidential information;~~
  - ~~4. Is independently developed by NSWERS or NDOL; or~~
  - ~~5. Is required to be disclosed as a matter of law.~~
- E. **The Parties** will develop a written policy and plan for the safeguarding of information in accordance with the requirements contained in this Agreement, including but not limited to, data system security requirements. **A copy of such policy and plan will be provided to the other party upon request.**

## **VI – Examination by Auditor of Public Accounts**

---

The parties understand and acknowledge that they may be subject to an examination of its books, accounts, vouchers, records and expenditures by the Auditor of Public Accounts, in accordance with *Neb. Rev. Stat.* §84-305, or by other authorized representatives of state or federal government.

## **VII – EEO / ADA / Drug Free Workplace Provisions**

---

- A. NSWERS and NDOL shall comply with all applicable local, state, and federal statutes, regulations, and mandates regarding civil rights, equal opportunity employment, and nondiscrimination, including but not limited to:
1. Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq. (including providing access to persons with limited English proficiency).
  2. Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e.
  3. The Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq.

{00035731.DOCX; 1}

4. The Americans With Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.
  5. The Age Discrimination Act of 1975, 42 U.S.C. §6101 et seq.
  6. The Age Discrimination in Employment Act, 29 U.S.C. § 621.
  7. Title IX of the Education Amendments of 1972, 29 U.S.C. § 1681 et seq.
  8. The Nebraska Fair Employment Practice Act, *Neb. Rev. Stat.* §§ 48-1101 to 48-1125.
- B. NSWERS and NDOL shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, because of the race, color, religion, sex, national origin, age, or status as a qualified person with a disability of the employee or applicant.
- C. NSWERS certifies NSWERS maintains a drug free work place environment to ensure worker safety and workplace integrity. NSWERS agrees to provide a copy of its drug free workplace policy at any time upon request by NDOL.

---

**VIII – Debarment, Suspension or Declared Ineligible**

---

Each party certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is each party's affirmative duty to notify the other party if it or any of its principals is sanctioned or debarred. Each party acknowledges that suspension or debarment is cause for termination.

---

**IX – IRS Publication 1075 Assurances**

---

NSWERS will not have or be allowed access to federal tax information maintained by NDOL (see, Internal Revenue Code, §6103 and §7213).

---

**X – Work Environment**

---

NSWERS shall provide a safe and secure place of work for all of NSWERS's employees, and shall maintain all legally required health and safety standards.

---

**XI – E-Verify Statement**

---

The parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. For purposes of this Agreement, federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

{00035731.DOCX; 1}

**XII – Compliance with Applicable Law**

---

Parties to this Agreement shall conform to all existing and applicable city and county ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and performance under this Agreement.

**XIII – Public Record Statement**

---

This document is a public record.

**XIV – Signatures**

---

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the day and year of the signature by the parties.

---

Date

---

JOHN H. ALBIN, Commissioner  
Nebraska Department of Labor

---

Date

---

SUSAN FRITZ, President  
Nebraska Statewide Workforce & Educational Reporting  
System

REVIEWED AND APPROVED:

---

KIM SCHREINER, Controller  
Nebraska Department of Labor

---

Date

---

SCOTT HUNZEKER, LMI Director  
Nebraska Department of Labor

---

Date

---

KATIE S. THURBER, General Counsel  
Nebraska Department of Labor

---

Date

---

ANDI BRIDGMON, UI Director  
Nebraska Department of Labor

---

Date

{00035731.DOCX; 1}

## ATTACHMENT #1

Nebraska Department of Labor

**APPLICATION FOR SECURE FILE TRANSFER PROTOCOL (SFTP)  
USER NAME & PASSWORD**

As the Point of Contact (POC) for Nebraska Statewide Workforce & Educational Reporting System (NSWERS) (see ¶III of this Agreement), I hereby request a SFTP username and password for the applicant named below for the purpose of accessing electronic Unemployment Insurance wage data files from the Nebraska Department of Labor.

It will be the responsibility of the applicant named below to ensure the integrity and timely processing of this data exchange.

APPLICANT	
Name:	
Title:	
Telephone:	Fax:
eMail Address:	

\_\_\_\_\_  
Date Signed\_\_\_\_\_  
APPLICANT'S SIGNATURE\_\_\_\_\_  
Printed Name and Title\_\_\_\_\_  
Date Signed\_\_\_\_\_  
NSWERS POINT OF CONTACT\_\_\_\_\_  
Printed Name and Title

{00035731.DOCX; 1}

## ATTACHMENT #2

Nebraska Department of Labor

**CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT**

I HAVE READ AND AGREE TO ABIDE BY all conditions and provisions of the Agreement between the Nebraska Department of Labor (NDOL) and Nebraska Statewide Workforce & Educational Reporting System (NSWERS). Said Agreement sets forth the responsibilities, including confidentiality and physical security requirements, pertaining to the use of data provided by NDOL during the term of the Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
NSWERS

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name and Title

{00035731.DOCX; 1}



Nebraska Department of Labor

ATTACHMENT #3

**Code of Federal Regulations****Title 20. Employees' Benefits****Chapter V. EMPLOYMENT AND TRAINING ADMINISTRATION, DEPARTMENT OF LABOR****Part 603. FEDERAL-STATE UNEMPLOYMENT COMPENSATION (UC) PROGRAM;  
CONFIDENTIALITY AND DISCLOSURE OF STATE UC INFORMATION****Subpart B. CONFIDENTIALITY AND DISCLOSURE REQUIREMENTS***Current through January 31, 2020***§ 603.9. What safeguards and security requirements apply to disclosed information?**

- (a) *In general.* For disclosures of confidential UC information under §603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis); §603.5(e) (to a public official), except as provided in paragraph (d) of this section; §603.5(f) (to an agent or contractor of a public official); §603.6(b)(1) through (4), (6), and (7)(i) (as required by Federal UC law); and §603.22 (to a requesting agency for purposes of an IEVS), a State or State UC agency must require the recipient to safeguard the information disclosed against unauthorized access or redisclosure, as provided in paragraphs (b) and (c) of this section, and must subject the recipient to penalties provided by the State law for unauthorized disclosure of confidential UC information.
- (b) *Safeguards to be required of recipients.*
  - (1) The State or State UC agency must:
    - (i) Require the recipient to use the disclosed information only for purposes authorized by law and consistent with an agreement that meets the requirements of §603.10;
    - (ii) Require the recipient to store the disclosed information in a place physically secure from access by unauthorized persons;
    - (iii) Require the recipient to store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means;
    - (iv) Require the recipient to undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems;
    - (v) Require each recipient agency or entity to:
      - (A) Instruct all personnel having access to the disclosed information about confidentiality requirements, the requirements of this subpart B, and the sanctions specified in the State law for unauthorized disclosure of information, and
      - (B) Sign an acknowledgment that all personnel having access to the disclosed information have been instructed in accordance with paragraph (b)(1)(v)(A) of this section and will adhere to the State's or State UC agency's confidentiality requirements and procedures which are consistent with this subpart B and the agreement required by §603.10, and agreeing to report any infraction of these rules to the State UC agency fully and promptly,
    - (vi) Require the recipient to dispose of information disclosed or obtained, and any copies thereof made by the recipient agency, entity, or contractor, after the purpose for which the information is disclosed is served, except for disclosed information possessed by any court. Disposal means return of the information to the disclosing State or State UC agency or destruction of the information, as directed by the State or State UC agency. Disposal includes deletion of personal

{00035731.DOCX; 1}

identifiers by the State or State UC agency in lieu of destruction. In any case, the information disclosed must not be retained with personal identifiers for longer than such period of time as the State or State UC agency deems appropriate on a case-by-case basis; and

- (vii) Maintain a system sufficient to allow an audit of compliance with the requirements of this part.
- (2) In the case of disclosures made under §603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis), the State or State UC agency must also-
  - (i) Periodically audit a sample of transactions accessing information disclosed under that section to assure that the entity receiving disclosed information has on file a written release authorizing each access. The audit must ensure that the information is not being used for any unauthorized purpose;
  - (ii) Ensure that all employees of entities receiving access to information disclosed under §603.5(d)(2) are subject to the same confidentiality requirements, and State criminal penalties for violation of those requirements, as are employees of the State UC agency.
- (c) *Redisclosure of confidential UC information.*
  - (1) A State or State UC agency may authorize any recipient of confidential UC information under paragraph (a) of this section to redisclose information only as follows:
    - (i) To the individual or employer who is the subject of the information;
    - (ii) To an attorney or other duly authorized agent representing the individual or employer;
    - (iii) In any civil or criminal proceedings for or on behalf of a recipient agency or entity;
    - (iv) In response to a subpoena only as provided in §603.7;
    - (v) To an agent or contractor of a public official only if the person redisclosing is a public official, if the redisclosure is authorized by the State law, and if the public official retains responsibility for the uses of the confidential UC information by the agent or contractor;
    - (vi) From one public official to another if the redisclosure is authorized by the State law;
    - (vii) When so authorized by Section 303(e)(5), SSA, (redisclosure of wage information by a State or local child support enforcement agency to an agent under contract with such agency for purposes of carrying out child support enforcement) and by State law; or
    - (viii) When specifically authorized by a written release that meets the requirements of §603.5(d) (to a third party with informed consent).
  - (2) Information redisclosed under paragraphs (c)(1)(v) and (vi) of this section must be subject to the safeguards in paragraph (b) of this section.
- (d) The requirements of this section do not apply to disclosures of UC information to a Federal agency which the Department has determined, by notice published in the FEDERAL REGISTER, to have in place safeguards adequate to satisfy the confidentiality requirement of Section 303(a)(1), SSA.

**Cite as 20 C.F.R. §603.9**

{00035731.DOCX; 1}

## PARTNER DATA-SHARING AGREEMENT

This Agreement is entered into by and between (insert partner entity) and the Nebraska Statewide Workforce and Educational Reporting System (NSWERS) (collectively, the "Parties") to govern the exchange, maintenance, and disclosure of personally identifiable information disclosed from education records.

**WHEREAS**, it is necessary for (insert partner entity) to disclose to NSWERS personally identifiable information from education records in order to undertake and complete the evaluation of Federal and State supported education programs;

**WHEREAS**, the Parties are committed to the secure exchange of information in conformance with all relevant provisions of state and federal law, including the Family Educational Rights and Privacy Act (FERPA);

Now, therefore, in consideration of the mutual benefits to, and the satisfaction of the legal obligations of, both Parties, the following terms shall govern the exchange, maintenance, and disclosure of personally identifiable information disclosed from education records.

- 1. Designation of Authorized Representative.** NSWERS is hereby formally recognized as an authorized representative of (insert partner entity) in order to undertake and complete the evaluation of Federal and State supported education programs.
- 2. Disclosure of Personally Identifiable Information.** In order to complete the evaluation of Federal and State supported education programs, (insert partner entity) shall disclose to NSWERS personally identifiable information from student education records. Specifically, the following personally identifiable information shall be disclosed to NSWERS as appropriate:
  - a. Demographic and high school outcome data;
  - b. Data related to postsecondary enrollment, transfer, persistence, and completion;
  - c. Data related to employment, including data related to student outcomes such as industry and wage;

**d.** (list with specificity other personally identifiable information which will be disclosed by partners to NSWERS)

**3. Use of Personally Identifiable Information.** (Describe in detail the manner in which the data from paragraph 2 will be used, including the expected methodology for completing the study and the use of specific data points. In the alternative, we could simply refer to and attach the Phase 1 "Statement of Work" document if that appropriately summarizes this information.)

**4. Destruction of Personally Identifiable Information.** In accordance with all applicable laws, regulations, and record retention schedules NSWERS shall destroy personally identifiable information disclosed by (insert partner entity) when that information is no longer necessary for the purposes of the evaluation of the (insert partner entity)'s Federal and State supported education programs, or as otherwise directed by (insert partner entity). This information shall be destroyed by securely deleting or purging the information from utilized data management systems and physically destroying any information maintained in a physical media or format. Absent further agreement by and between the Parties, this information shall be destroyed in conformance with the applicable schedules promulgated by the Office of the Nebraska Secretary of State unless it remains necessary for the undertaking and completion of the study described herein.

**5. Maintenance of Records.** NSWERS shall maintain all personally identifiable information in accordance with all applicable Federal and State laws and NWERS policies, protocols, and procedures established in order to protect personally identifiable information from unauthorized use or disclosure. NSWERS shall take reasonable measures to ensure that all agents and employees access, maintain, and disclose personally identifiable information in accordance with this agreement and all applicable laws, policies, and procedures.

**6. Deference to Transmitting Entity.** NSWERS shall return or destroy any personally identifiable information disclosed to it by (insert partner entity) upon request.

Signature Page