

Nebraska Statewide Workforce & Educational Reporting System (NSWERS)

Executive Council Meeting

April 13, 2020

Meeting conducted by remote electronic means

Meeting Link: <https://nebraska.zoom.us/j/560563279>

3:00 p.m.

AGENDA

- I. Roll Call
- II. Notice of Publication
- III. Public Meetings Law Availability
- IV. Additions or Corrections to Agenda
- V. Approval of Minutes of January 29, 2020
- VI. Discuss, consider and take all necessary action on appointment of NSWERS Management Committee
- VII. Discuss, consider and take all necessary action on dissolution of NSWERS 501(c)(3)
- VIII. Discuss, consider and take all necessary action on NSWERS Legal Structure
- IX. Discuss, consider and take all necessary action on Revised NSWERS Budget Approval
- X. Discuss withdrawal of NU General Counsel January 29, 2020 Letter of Engagement
- XI. Discuss Nebraska Department of Labor MOU
- XII. Public Comment

Please email Kristin Yates at kyates@nebraska.edu at least 24 hours prior to the meeting if you wish to speak during the public comment period and arrangements will be made for your participation. Public comment will be limited to 5 minutes per person for a total of a thirty-minute session.

- XIII. Adjournment

Agenda Item V

Lincoln, Nebraska
January 29, 2020

The Executive Council of the Nebraska Statewide Workforce and Educational Reporting System (NSWERS) met on January 29, 2020 in Room 128 of Varner Hall, 3835 Holdrege Street, Lincoln, NE in a publicly convened session, the same being open to the public and having been preceded by advance publicized notice, a copy of which is attached to the minutes of this meeting as Attachment 1. Printed notice of this meeting was sent to each member of the NSWERS Executive Committee, posted on the NSWERS website at www.nswers.org and posted in the first floor lobby of Varner Hall.

I. Roll Call

NSWERS Executive Council Members present:

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

NSWERS Executive Council Members not present:

Dr. Paul Illich

II. Introduction of NU President Ted Carter

University of Nebraska President Ted Carter was introduced.

III. Notice of Publication

Publication of the meeting notice was noted as described above.

IV. Public Meetings Law Availability

Susan Fritz announced the location of the Open Meetings Act in Room 128.

V. Additions or Corrections to Agenda

None

VI. Public Comment

None

Agenda Item V

VII. Approval of NSWERS Bylaws

Motion: There was discussion. Moved by Turman and seconded by Blomstedt to approve the NSWERS Bylaws with the following changes:

- a) Strike Article IV in its entirety
- b) Amend Section 4.6 to make the term of office for NSWERS Secretary-Treasurer two years.

Action: Voting Aye: Fritz, Blomstedt, Turman. Absent: Illich. Motion carried.

VIII. Establishment of NSWERS Officers

A. President

Motion: Moved by Turman and seconded by Blomstedt to appoint Susan Fritz as NSWERS President.

Action: Voting Aye: Blomstedt, Turman. Absent: Illich. Motion carried.

B. Vice President

Motion: Moved by Blomstedt and seconded by Fritz to appoint Paul Turman as NSWERS Vice President.

Action: Voting Aye: Blomstedt, Fritz. Absent: Illich. Motion carried.

C. Secretary-Treasurer

Motion: Moved by Fritz and seconded by Turman to appoint Matthew Blomstedt as NSWERS Secretary-Treasurer.

Action: Voting Aye: Fritz, Turman. Absent: Illich. Motion carried.

IX. Incorporation Procedures

There was discussion.

Agenda Item V

X. NSWERS Funding

There was discussion.

XI. NSWERS Legislation

There was discussion.

XII. Nebraska Department of Labor MOU

There was discussion.

XIII. Initial Budget Approval

Motion: There was discussion. Moved by Blomstedt and seconded by Turman to send NSWERS Initial Budget to NSWERS Management Committee for updating and to request report back at next meeting.

Action: Voting Aye: Fritz, Blomstedt, Turman. Absent: Illich. Motion carried.

XIV. NSWERS Director

A. Approval of Position Description

Motion: Moved by Blomstedt and seconded by Turman to approve NSWERS Director Position Description pending deletion of language relating to substitution of equivalent education and/or work experience in Minimum Qualifications section and addition of language indicating that the NSWERS Director reports to the NSWERS Executive Council.

Action: Voting Aye: Fritz, Blomstedt, Turman. Absent: Illich. Motion carried.

B. Establishment of Hiring Committee

Motion: Moved by Blomstedt and seconded by Turman to appoint the NSWERS Management Committee as the hiring committee for the NSWERS Director position, with final interview and hiring authority to be vested in the Executive Council.

Action: Voting Aye: Fritz, Blomstedt, Turman. Absent: Illich. Motion carried.

Agenda Item V

XV. Adjournment

There being no further business, the meeting was adjourned by President Fritz at 4:25 p.m.

Respectfully submitted,

Dr. Matthew Blomstedt
NSWERS Secretary-Treasurer

Dr. Susan Fritz
NSWERS President

DRAFT

Agenda Item IX

Revised NSWERS Budget: Year One to Year Four

FTE					
1	POSITION TITLE	YEAR 1 COST	YEAR 2 COST	YEAR 3 COST	YEAR 4 COST
1	NSWERS Executive Director	\$160,000	\$161,600	\$166,448	\$171,441
1	Administrative Specialist	\$44,106	\$44,547	\$45,884	\$47,260
1	Research Manager	\$93,812	\$94,750	\$97,593	\$100,521
1	Data Analyst	\$85,785	\$86,643	\$89,243	\$91,920
2	Researcher	\$169,237	\$170,929	\$176,057	\$181,339
1	Communications	\$58,215	\$58,797	\$60,561	\$62,378
1	Web App and Visualization Developer	\$90,016	\$90,916	\$93,644	\$96,453
1	Data Educator/Change Management ¹	\$65,000	\$66,950	\$68,959	\$71,027
0.5	Database Administrator	\$45,008	\$45,458	\$46,822	\$48,227
0.25	Print and Graphic Artist	\$14,554	\$14,699	\$15,140	\$15,594
	DESCRIPTION	YEAR 1 COST	YEAR 2 COST	YEAR 3 COST	YEAR 4 COST
	Permanent Salaries	\$825,734	\$835,291	\$860,350	\$886,161
	Temporary Salaries				
	Overtime				
	Supplemental Pay				
	Other				
	TOTAL WAGES	\$825,734	\$835,291	\$860,350	\$886,161
	Retirement	\$57,389	\$59,110	\$60,883	\$62,710
	FICA	\$58,545	\$60,301	\$62,110	\$63,973
	Life Insurance	\$113	\$116	\$120	\$123
	Health Insurance	\$245,102	\$252,455	\$260,029	\$267,829
	Employee Assist. Pgm.	\$83	\$85	\$88	\$90
	Workers Comp.	\$6,143	\$6,328	\$6,518	\$6,713
	Other Benefits				
	TOTAL BENEFITS	\$367,374	\$378,395	\$389,747	\$401,439
	TOTAL PERSONAL SERVICES¹	\$1,193,108	\$1,213,687	\$1,250,097	\$1,287,600

	<u>EXPENSE</u>	<u>YEAR 1 COST</u>	<u>YEAR 2 COST</u>	<u>YEAR 3 COST</u>	<u>YEAR 4 COST</u>
	Postage	\$4,375	\$4,506	\$4,641	\$4,781
	Communication	\$8,563	\$8,819	\$9,084	\$9,356
	Data Processing	\$6,563	\$6,759	\$6,962	\$7,171
	Publication/Printing	\$1,575	\$1,622	\$1,671	\$1,721
	Dues/Subscriptions	\$2,500	\$2,500	\$2,575	\$2,652
	Conference Registration	\$2,500	\$2,500	\$2,575	\$2,652
	Utilities				
	Office Rent	\$18,688	\$19,248	\$19,826	\$20,421
	Other Rent				
	Non-Capitalized Equipment				
	Data Processing Software				
	Repair/Maintenance	\$1,094	\$1,127	\$1,160	\$1,195
	Supplies	\$4,813	\$2,406	\$2,478	\$2,553
	Insurance (D&O, Liability, Cyberliability)	\$150,000	\$153,000	\$156,060	\$159,181
	Contractual Services--Legal	\$20,000	\$20,000	\$20,000	\$20,000
	Contractual Services--Technical	\$750,000	\$250,000		
	Contractual Services--Audit	\$30,000	\$30,000	\$30,000	\$30,000
	Software ²	\$100,000	\$50,000	\$50,000	\$50,000
	Other Operating Expense	\$2,188	\$2,253	\$2,321	\$2,390
	OPERATING TOTAL	\$1,102,857	\$554,742	\$309,354	\$314,074
	<u>DESCRIPTION</u>	<u>YEAR 1 COST</u>	<u>YEAR 2 COST</u>	<u>YEAR 3 COST</u>	<u>YEAR 4 COST</u>
	Board/Lodging	\$10,665	\$10,985	\$11,314	\$11,654
	Commercial Travel	\$6,620	\$6,819	\$7,023	\$7,234
	State-Owned Trans.	\$12,411	\$12,784	\$13,167	\$13,562
	Personal Vehicle Mileage	\$3,694	\$3,805	\$3,919	\$4,036
	Misc. Travel	\$500	\$515	\$530	\$546
	TOTAL TRAVEL	\$33,890	\$34,907	\$35,954	\$37,033
	Office Equipment	\$42,875			
	Data Processing Hardware ³	\$97,000	\$50,000	\$51,500	\$53,045
	Other Capital Outlay				
	TOTAL EQUIPMENT	\$139,875	\$50,000	\$51,500	\$53,045
TOTAL		\$2,469,730	\$1,853,335	\$1,646,905	\$1,691,752

Notes:

¹Data Educator/Change Management position added to staffing plan.

New personal service total reflects wages and benefits for this position.

²Additional annual amount added for data visualization software.

³Additional annual amount added for hardware expansion/maintenance.

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 March 1, 2020 between the Nebraska Department of Labor (NDOL) and the Nebraska Statewide Workforce & Educational Reporting System (NSWERS).

WHEREAS, public entities 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, 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, NDOL has agreed to share UI Wage Data as provided in this Agreement.

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

I – Data Exchange

- A. NSWERS will be responsible for data exchange with NDOL and all NSWERS signatories will submit requests for exchange of data through NSWERS.
- 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.

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- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. NDOL shall not be liable for any and all damages, including consequential damages, arising from inaccuracies in the information provided.

II – 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.

III – Points of Contact (POC)

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

NDOL:	
Scott Hunzeker, LMI Director 500 South 16 th Street Lincoln, NE 68508	Phone: (402) 471-8878 eMail: scott.hunzeker@nebraska.gov

NSWERS:	
Susan Fritz, NSWERS President University of Nebraska 3835 Holdrege Street PO Box 830743 Lincoln, NE 68583-0745	Phone: (402) 472-8636 eMail: smfritz@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 March 1, 2020 and expiring April 30, 2023.
- B. This Agreement may be reviewed 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:

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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 staff 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 using information received from NDOL under this Agreement must be submitted to NDOL for review, prior to release. 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. To the extent required by 20 CFR 603.9:
 - a. 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.
 - b. 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 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 approval.
4. 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.
5. 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 OR 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.
6. Unauthorized release or use of information provided by 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

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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.
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.
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.
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 shall 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

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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.

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.
 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.

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.

[signatures on following page]

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 &
Interim UI Director
Nebraska Department of Labor

Date

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

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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



January 29, 2020

Executive Committee
Nebraska Statewide Workforce & Educational Reporting System
3835 Holdrege Street
Lincoln, NE 68583-0743

RE: Engagement Agreement

Dear Executive Committee:

The University of Nebraska Office of Vice President and General Counsel is pleased to assist Nebraska Statewide Workforce & Educational Reporting System ("NSWERS") with respect to general legal matters arising during the operation of NSWERS. This letter is to ensure that there is complete understanding between NSWERS and our office regarding the legal services we will perform for NSWERS.

Because we have agreed to represent NSWERS on a *pro bono* basis, we will not charge NSWERS for any of the services we provide. NSWERS should understand that we cannot make and have not made any guarantees regarding the outcome of any matter. Any discussions we have with NSWERS in this regard reflect our best professional evaluations only and are limited by our knowledge at the time.

Our office may consult with the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska (the "University"), regarding legal matters concerning NSWERS. NSWERS authorizes our office to consult with and/or provide information to the University without requiring NSWERS further consent at any time in the future. This sharing of information is not intended to waive the attorney-client privilege NSWERS has with the attorney(s) it works with in our office.

As you know, our office also represents the University. Based on what we know today, we do not believe this representation poses any current conflict with our representation of NSWERS, nor do we anticipate that a conflict will develop. However, if a conflict that affects our representation arises, we may have to withdraw from representing NSWERS. In such an event, our office will continue to represent the University. We will notify NSWERS promptly if we become aware of such a conflict, and we ask NSWERS to notify us if NSWERS believes such a conflict has arisen. Also, ordinarily NSWERS communications to us as your attorneys would be privileged. However, in this situation, where we are representing both NSWERS and the University, information NSWERS discloses to us may also be disclosed to the University.

NSWERS has the right to terminate our engagement at any time. Similarly, NSWERS understands that we have the right to terminate our engagement at any time, but will only do so after giving NSWERS notice of our intent to terminate and a reasonable period of time to find alternative representation. NSWERS agrees not to engage outside counsel without prior notice to our office.

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Office of the Vice President and General Counsel

Varner Hall | 3835 Holdrege Street | Lincoln, NE 68583-0745 | 402.472.1201 | fax 402.472.2038 | nebraska.edu

If the terms set forth in this letter are acceptable to NSWERS, please sign below and return this letter to me via email. Thank you.

Very truly yours,



James P. Pottorff, Jr.
Vice President and General Counsel, University of Nebraska

ACCEPTED AND AGREED:

Dated: _____

Commissioner of Education

University of Nebraska, Executive Vice President and Provost

Nebraska State College System, Chancellor

Nebraska Community College Representative