

Nebraska Statewide Workforce & Educational Reporting System (NSWERS)
Executive Council Business Meeting Notification and Agenda
June 9, 2021 2:30 p.m.
Varner Hall Boardroom, 3832 Holdrege Street, Lincoln, NE 68583

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

6.1 Receive, review, and discuss legal advice from the organization's attorney regarding NU-NSWERS Service Agreement

7. ACTION ITEMS

7.1 Approve Minutes of the NSWERS Business Meeting April 26, 2021

7.2 Discuss, consider, and take all necessary action regarding NSWERS Data Sharing and Management Policy

7.3 Discuss, consider, and take all necessary action regarding the Annual Performance Evaluation for the NSWERS Executive Director

7.4 Discuss, consider, and take all necessary action regarding NSWERS Fiscal Strategy

7.5 Discuss, consider, and take all necessary action regarding the NSWERS Staffing Plan

7.6 Discuss, consider, and take all necessary action regarding the NU-NSWERS Service Agreement in effect through June 30, 2021

8. ADDITIONAL BUSINESS

9. SPECIAL PRESENTATIONS AND DISCUSSIONS

10. INFORMATION ITEMS AND REPORTS

11. ADJOURNMENT

Nebraska Statewide Workforce & Educational Reporting System (NSWERS)
Executive Council Business Meeting Notification and Agenda
April 26, 2021 2:30 p.m. via ZOOM

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

1.2 Announcement of the placement of the Open Meetings Act information

President Fritz announced that information regarding the Open Meetings Act is available on the NSWERS.org website.

2. PUBLIC COMMENT PERIOD

No public comment.

3. PRESIDENT'S REPORT

3.1 Additions or corrections to agenda

No agenda items were removed, added or corrected.

Approval of the agenda as presented passed with a motion by Dr. Paul Turman, second by Dr. Paul Illich.

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

4. EXECUTIVE DIRECTOR'S REPORT

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

Dr. Hastings presented his Executive Director's Report specifically outlining the two Goals of NSWERS and how to accomplish same through the Strategic Plan that is being proposed for adoption today. (Please see attached power point presentation.)

The proposed Strategic Plan to be approved today has two goals: Establish NSWERS Data System for Sustainable Insights **and** Evaluate the Efficacy of Nebraska's Education and Workforce Training Systems. Objectives, strategies and tactics have been built around the two goals.

Goal 1 – Establishing a Data System.

Strategy (Core approach to accomplishing our goals.) – *Three Phases* – **First phase** accomplished with a Strategic Approach adopted 12/21/2020; **Second phase** includes the adoption of the Strategic Plan (outlining objectives, strategies and tactics), which is on today's agenda as an action item; and **Third phase** will be the Strategic Direction once the Strategic Plan is adopted. This third phase will involve staff/contractors to implement the concept model, roadmap and a resource plan to integrate into the operational plan. The Strategic Direction will be presented to the Executive Council at their June meeting for approval.

Dr. Hastings acknowledged and thanked the Management Council for all their time and effort to bring the proposed Strategic Plan to you today.

Budget and Finance: Dr. Hastings reported that he has met one-on-one with each Executive Council member to discuss the proposed budget of NSWERS for 2021-2023, that is on the agenda today for approval.

UNL Business and Finance have offered support, through our Service Agreement, to furnish a series of standard financial reports for the Executive Council. This would allow NSWERS Executive Council Treasurer, Dr. Matthew Blomstedt to have access to year-to-date budgets and offer quarterly reports to coincide with the quarterly meeting cycle.

Dr. Hastings stated that while having conversations with appropriate legislative representatives for continuous future funding, now is the time to get a written plan to rally around to provide an explicit source of information to share and he will be discussing this with each of the Executive Council members in the coming days and weeks.

Structure (How our work is situated and coordinated.) – Dr. Hastings stated that he has served as NSWERS Executive Director for seven months. Today's agenda includes as action item of approving an Evaluation and Performance Review process for the Executive Director. This will offer a more formal opportunity for the Executive Council and Management Committee to provide a more formal evaluation and performance review.

Dr. Hastings also discussed with the Executive Council members possible consideration about NSWERS future and possible expansion of public and nonpublic institutions. No one has asked to date but the time may come that NSWERS will be asked that question and it would be good to be prepared with answers or a plan.

Dr. Hastings reported that one of the two Tier-One positions were filled on March 15; but had a failed search for an Applications Development position and will reevaluate needs, tailor description and repost at a later date. The Tier-Two positions proposed to fulfill the impending needs of communications; research and data education will be advertised this fall or early next year.

Goal 2 – Evaluate Efficacy.

To meet the mission of Goal 2 to integrate and organize Nebraska's education workforce data to inform decision making, an Information Agenda has been developed. Dr. Hastings reported that NSWERS has contracted with Magnolia Research to implement a modern, flexible and scalable analytic unit to create a framework to complete the mission.

Dr. Hastings will be having individual conversations with Executive Council members with focus on decision-making. To explore/describe/explain on which (or types) of decisions they make. What information/support do you need to make that decision? Do you feel you lack information to decide? Are the decisions more focused on identifying problems/solutions, or selecting between existing decision choices?

Dr. Hastings reported that NSWERS currently contracts with UNL IT to provide industry-grade storage, security and IT support for the Proof of Concept (POC) project. Biweekly meetings are held with NSWERS Data & Technology Committee to review technical progress, challenges, and opportunities. NDE has submitted the 2011 cohort files to NSWERS, which then sets in motion the POC data going through the identified cycle, coming back to NSWERS to be refined and disseminate data visualizations, when then leads to how to share the data and managing the data.

The Management Committee and Dr. Hastings have developed a rough draft of a NSWERS Data Sharing and Management Policy. This draft is available in today's agenda for your review. Dr. Hastings stated that over the next six weeks he will continue to receive feedback on same from legal counsel, Executive Council, Management Council and possibly other external affiliates, which right now would be the Nebraska Department of Labor. Expected action on this policy will be at the June Executive Council meeting.

5. COMMITTEE REPORTS (none)

6. EXECUTIVE SESSION

6.1 Receive, review, and discuss legal advice from the organization's attorney regarding proposed amendments to the bylaws.

6.2 Receive, review and discuss legal advice from the organization's attorney regarding auditing requirements.

Motion for the Council to enter closed session to receive, review, and discuss the legal advice from the organization's attorney as the motion is clearly necessary to protect the public's interest and to maintain the attorney-client privilege passed with a motion by Dr. Paul Turman, second by Dr. Matthew Blomstedt.

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

Executive Session began 3:02 p.m.

Motion for the Council to end the closed session to receive, review, and discuss the legal advice from the organization's attorney passed with a motion by Dr. Matthew Blomstedt, second by Dr. Paul Illich.

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

Executive Session ended 3:17 p.m.

7. ACTION ITEMS

7.1 Approve Minutes of NSWERS business meeting, March 8, 2021.

Motion to approve the minutes of the March 8, 2021 NSWERS Business meeting passed with a motion by Dr. Paul Illich, second by Dr. Matthew Blomstedt.

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

7.2 Discuss, consider and take all necessary action regarding proposed NSWERS Strategic Plan for 2021-2023

Motion to approve the proposed NSWERS Strategic Plan for 2021-2023 passed with a motion by Dr. Paul Turman, second by Dr. Paul Illich.

Discussion: Dr. Fritz believes this Strategic Plan is very complete and will serve as a great asset for new hires and especially likes the 18 month dashboard idea.

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

7.3 Discuss, consider, and take all necessary action regarding proposed Budget for NSWERS Fiscal Year 2021-2023

Motion to approve proposed NSWERS budget for fiscal year 2021-2023 passed with a motion from Dr. Matthew Blomstedt, second by Dr. Paul Turman.

Discussion: Dr. Fritz thanked Dr. Blomstedt for taking the lead to secure state funding from the Legislature and as discussed earlier believes the Executive Council needs to get together granularity to go forward. Dr. Fritz will meet individually with each Executive Council member before the June 9 meeting.

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

7.4 Discuss, consider, and take all necessary action regarding NSWERS Data Sharing and Management Policy

Motion to review the proposed NSWERS Data Sharing and Management Policy and make recommendations to the Executive Council and legal counsel within the next three weeks.

Discussion: Dr. Matthew Blomstedt moves to amend the motion with “make recommendations to the Executive Director” and not to the Executive Council, second by Dr. Paul Turman.

Dr. Blomstedt appreciates the efforts of the Management Committee and Dr. Hastings in the writing of this policy. Dr. Hastings stated that changes can easily be incorporated into this document, this is purely policy space and an exercise for the Executive Council of what they want in the policy.

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

7.5 Discuss, consider, and take all necessary action regarding the proposed Annual Evaluation process for the NSWERS Executive Director

Motion to approve the proposed Annual Evaluation Process for NSWERS Executive Director passed with a motion from Dr. Paul Illich, second by Dr. Paul Turman.

Discussion: Dr. Blomstedt just wanted the Executive Council members to be mindful of the importance of the scheduling of this evaluation when the meetings become quarterly, not a concern currently, but just keep that in mind.

Dr. Fritz echoed that thought as the Executive Director's performance evaluation will be mindful of the UNL calendar and allowing a schedule for imperative dates to form a draft, discuss in executive session, etc., before a full Executive Council vote.

Dr. Turman confirmed that the Executive Council president would provide, in advance of the appropriate Executive Session, the evaluation to review.

Dr. Fritz did confirm and stated that it would be a separate packet that would include the Executive Director's Annual report.

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

7.6 Discuss, consider, and take all necessary action regarding proposed amendments to the bylaws intended to reflect provisions related to insurance coverage and named insureds in light of the recommendation of our carriers and the insurance policies by which we are now covered.

Motion to approve the proposed revisions to the NSWERS bylaws passed with a motion from Dr. Matthew Blomstedt, second by Dr. Paul Illich.

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

8. ADDITIONAL BUSINESS

Dr. Paul Turman recommended that in a future meeting to perhaps amend the NSWERS bylaws to reflect that the Executive Director's Annual Evaluation would be congruent with UNL's schedule.

9. SPECIAL PRESENTATIONS AND DISCUSSIONS

No special presentations and discussion.

10. INFORMATION ITEMS AND REPORT

Dr. Susan Fritz announced that her last Executive Council meeting would be June 9, 2021 and at that time Dr. Ted Carter, President, UNL, will step in and assume the duties to serve as the president of NSWERS Executive Council.

8. ADJOURNMENT

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

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

President Fritz adjourned the meeting at 3:37 p.m.

A NSWERS Executive Council Meeting will be held on Wednesday, June 9, 2021 at a time and place to be determined.

Executive Director's Report

Matthew J. Hastings, Ph.D.

April 26, 2021



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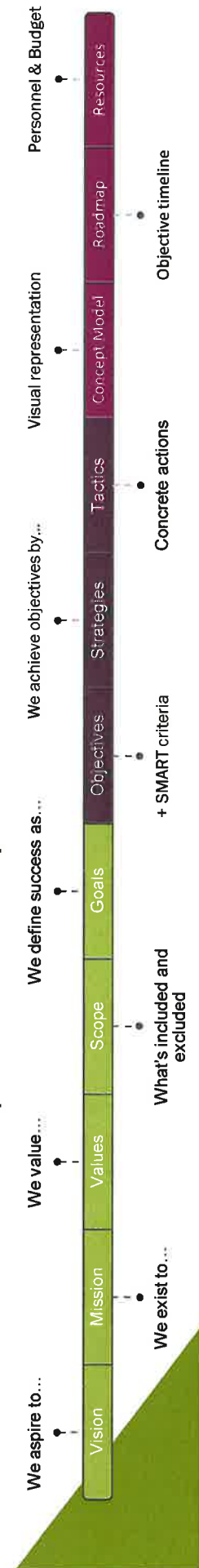
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Goal 1

Establish Data System

Strategy

- Three-Phases:
 - Strategic Approach (green)
 - Adopted December 21, 2020
 - Vision, Mission, Values, Scope, Goals
 - Strategic Plan (plum)
 - * Adopted April 26, 2021
 - + Objectives, Strategies, Tactics
- Strategic Direction (purple)
 - For presentation June 9, 2021
 - + Concept Model, Roadmap, Resource Plan



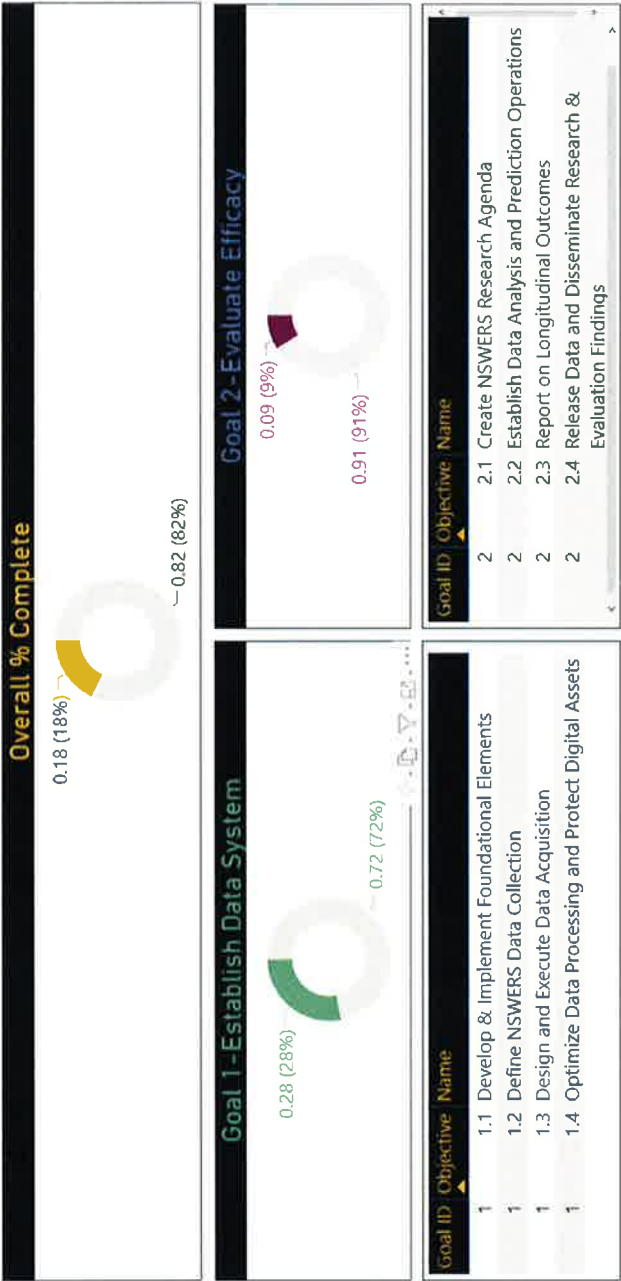
Strategic Plan



Object ID	Name	Description
Goal 1	Establish Data System	Establish NSWERS data system for sustainable insights. Develop the human capacity, technical infrastructures, policies and procedures necessary for operational success
Objective 1.1	Develop & Implement Foundational Elements	Define core approach to accomplishing organizational goals via codified strategies and plans
Strategy 1.1.1	Define Organizational Strategies	Develop Strategic Approach (Vision, Mission, Principles, and Goals)
Tactic 1.1.1.1	Strategic Approach	Develop Strategic Plan (+ Objectives, Strategies, Tactics)
Tactic 1.1.1.2	Strategic Plan	Develop Strategic Direction (+ Concept Model, Roadmap, Resource Plan)
Tactic 1.1.1.3	Strategic Direction	Develop LB 1160 Report
Tactic 1.1.1.4	Legislative Report (LB 1160)	Create FY 2022 & FY 2023 Budgets
Tactic 1.1.1.5	NSWERS Budget	Create Communications Strategy
Tactic 1.1.1.6	Communications Plan	Review funding agreements and provide deliverables and reports as required
Tactic 1.1.1.7	Philanthropic Engagement	Develop sustainable funding plan in collaboration with external relations personnel from NSWERS Partners
Tactic 1.1.1.8	Sustainable Funding Plan	Establish structures to situate and coordinate work for efficient and effective operations
Strategy 1.1.2	Establish Organizational Structures	Establish regular meeting processes and schedule for NSWERS Executive Council
Tactic 1.1.2.1	Executive Council Business Operations and Meeting Schedule	Establish and empower NSWERS Advisory Committee
Tactic 1.1.2.2	NSWERS Advisory Committee	Establish and empower NSWERS Management Council
Tactic 1.1.2.3	NSWERS Management Council	Establish and empower NSWERS Data & Technology Committee
Tactic 1.1.2.4	Data & Technology Committee	Establish and empower NSWERS Research Review Committee
Tactic 1.1.2.5	Research Review Committee	Establish NSWERS legal counsel
Tactic 1.1.2.6	Legal Counsel	Establish NSWERS audit services
Tactic 1.1.2.7	Audit Services	Achieve full implementation of NSWERS interlocal upon completion of key 1.1 objectives
Tactic 1.1.2.8	Interlocal Phase Progression	

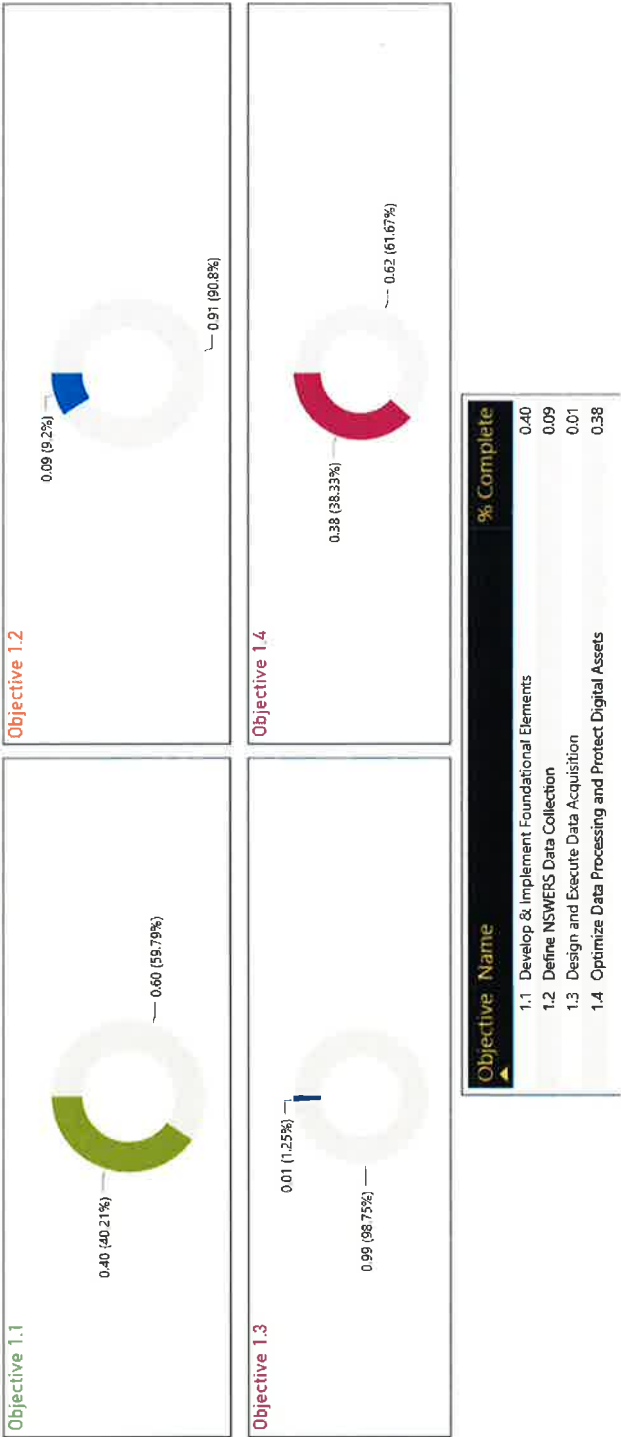
Dashboard for Strategic Progress

NSWERS



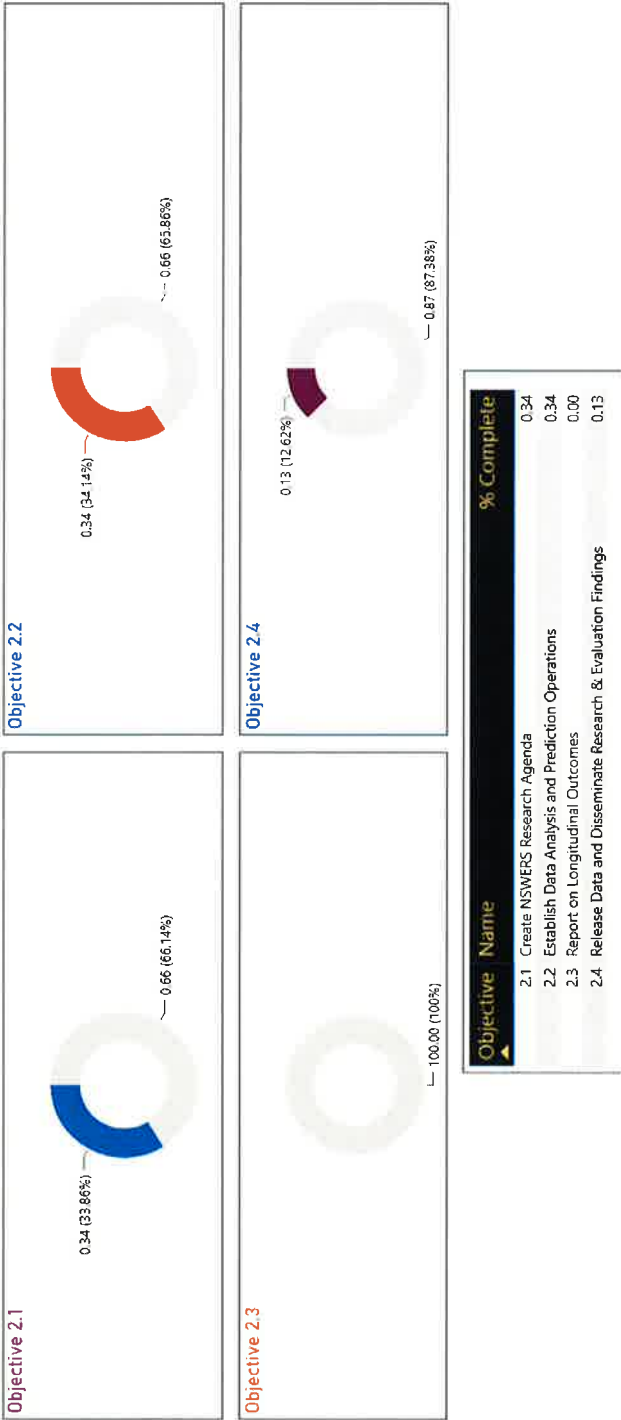
Strategic Progress by Objective

NSWERS



Strategic Progress by Objective

NSWERS



Budget & Finance

- Fiscal Year 2021-2022
 - ¼ time Administrative Support
 - Delayed onboarding
 - 1 (of 2) Researcher staff positions
 - Communications
 - Application Development
 - Data Education
- Standard Financial Reports
 - Quarterly views to coincide with quarterly meeting cycle

Expenses	Cost
Total Wages	\$636,325.00
Total Benefits	\$335,874.02
Total Personal Services	\$972,199.02
Total Operating Expenses	\$51,635.00
Total Travel	\$26,675.00
Total Equipment	\$30,000.00
Total Software	\$82,500.00
Total Contractual Services	\$749,500.00
Grand Total	\$1,912,509.02

Budget & Finance

- Conversations ongoing about legislative request for continuous future funding
 - A written, shared plan to maximize effectiveness
- Establish annual audit for NSWERS
 - As required via NSWERS-NU Service Agreement
 - At Dr. Blomstedt's request, NSWERS legal counsel has researched obligations under state law as a political subdivision
 - Receive, review and discuss legal advice during Executive Session
- Proposed Amendments to Bylaws related to Insurance

Structure

- Executive Director
 - Status at 7-months
 - Feedback from Executive Council and Management Committee
 - Establish an Evaluation and Performance Review Process
 - Opportunities to provide formal feedback
 - Discuss, consider, take all necessary action regarding proposed process



Structure (cont.)

- NSWERS Expansion
 - Considerations
 - Preferred Circumstances
 - Logistics and Timing
 - Administrative and Legal Processes
 - Questions / Concerns
 - Public and Nonpublic Institutions, e.g.:
 - Tribal Colleges
 - Nebraska Independent Colleges and Universities



Staffing

- Tier-One Hires:
 - ETL/Database Development
 - Search successful
 - Employee starting March 15th
 - Applications Development
 - Failed search
 - Reevaluate needs, tailor description and repost later date
- Impending Needs:
 - Communications
 - Research
 - Data Education





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Goal 2

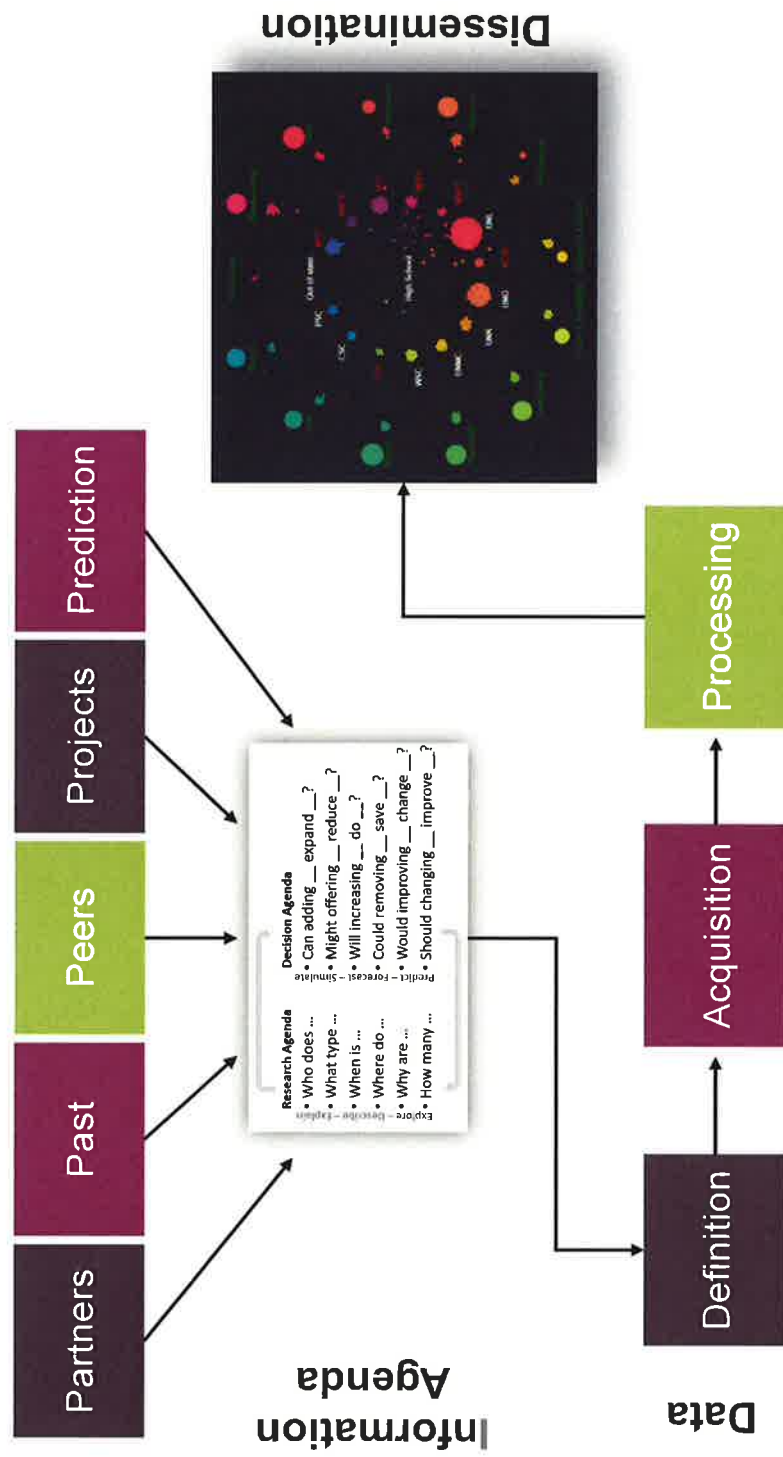
Evaluate Efficacy

Information Agenda

- Leverage Strategic Plan
 - Mission – Integrate and organize Nebraska’s education and workforce **data to inform decision making**
 - Strategy 2.1.2 – Implement a Modern, Flexible and Scalable Analytics Unit
 - Create a framework that:
 - Expresses our Values
 - Anticipates Questions for Timely Response
 - Supports Decision Making
 - About what?



Information Agenda (cont.)

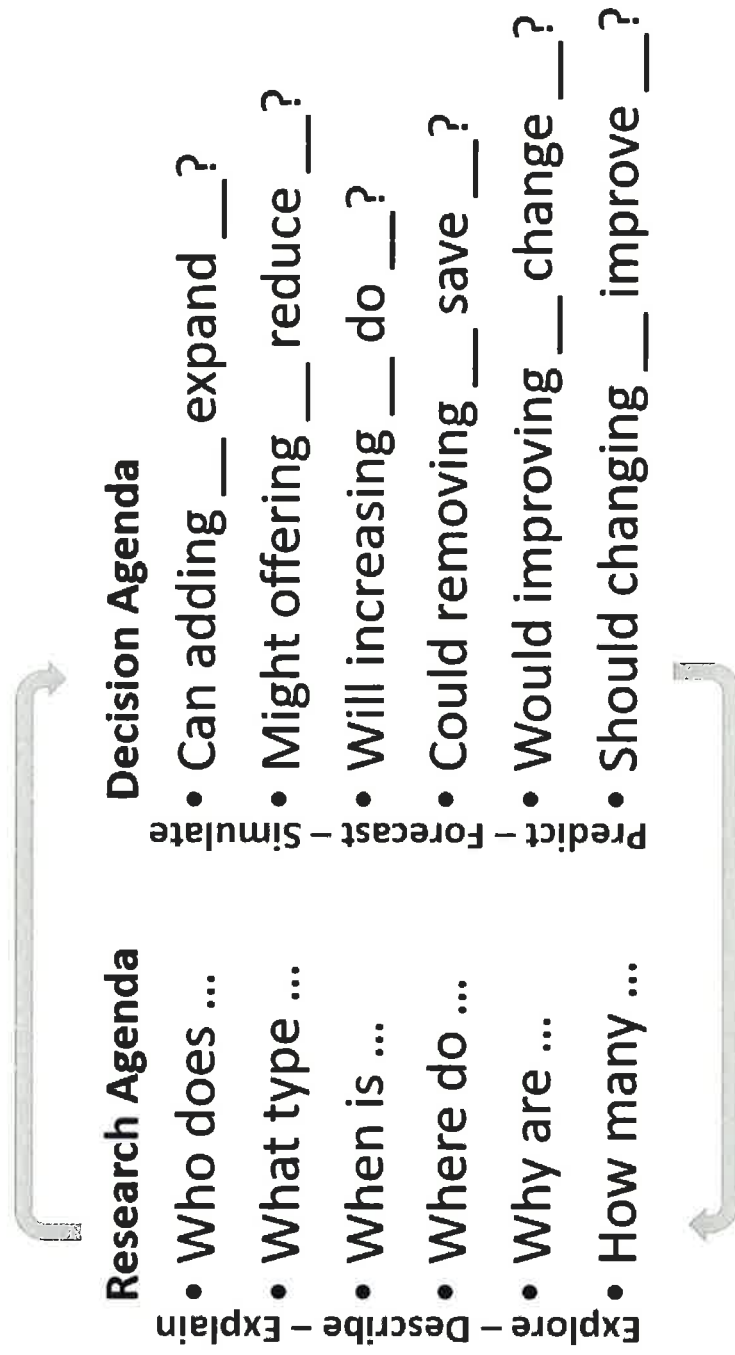


Information Agenda (cont.)

- Focus on Decision-Making
 - Which decisions (or types of decisions) do you need to make, but are uncertain about the best choice?
 - In general, what information do you need to support your decision making (reduce uncertainty) but are presently lacking?
 - Thinking about these uncertainties, are they more focused on identifying problems/solutions, or selecting between existing decision choices?
 - And, in your view, what would be the answer to these same questions if asked of your senior staff?
 - Largely the same?
 - Quite different?
 - Why?



Information Agenda (cont.)



Proof of Concept (POC) Project

- Contracting with NU ITS to provide industry-grade data storage, security and IT support for POC project
 - Voluntarily self-identify all POC data as “high-risk” (although most is not)
 - Stored and managed in a manner consistent with NU ITS security standards for high-risk information
- Biweekly meetings with the NSWERS Data & Technology Committee
 - Review technical progress, challenges, opportunities

Proof of Concept (POC) Project (cont.)

- Status Update:
 - NDE has submitted 2011 cohort file to NSWERS
 - Sets in motion the POC data acquisition process
 - Next steps:
 - NSWERS will process the cohort file and push data to postsecondary institutions for matching
 - Postsecondary institutions will append key information and push file back to NSWERS for processing
 - NSWERS will push data to NDOL for matching
 - NDOL will append key information and push file back to NSWERS for processing
 - NSWERS will refine and disseminate data visualizations

Data Sharing & Management Policy

- Data Sharing & Management Guide
 - Draft document presented today
 - A starting point for discussion
 - Initial policy position at launch of POC project
 - Continue to seek feedback from the following:
 - NSWERS Executive Council
 - NSWERS Management Council
 - NSWERS Legal Counsel
 - Others?
- Expected Action
 - June 9, 2021 - regular business meeting

NSWERS Data Request Decision Matrix

Data Request Characteristics				Data Request Determination			
Requestor	Student Relationship	Data Use Classification	Source Directory Information	NSWERS Approval	IRB Approval	Appendix E	Financial Access
NSWERS Partner	Yes	Level 1 - Highly Restricted-Use	Yes	Approve	Not Required	No	No Cost Export
			No	Conditional Approve	Not Required	No	No Cost Online
		Level 2 - Restricted-Use	Yes	Approve	Not Required	No	No Cost Export
	No	Level 3 - Public-Use	No	Approve	Not Required	No	No Cost Export
			Yes	Conditional Approve	At Processing	Yes	No Cost Online
		Level 1 - Highly Restricted-Use	No	Conditional Approve	At Processing	Yes	No Cost Online
NSWERS Affiliate	Yes	Level 2 - Restricted-Use	Yes	Conditional Approve	At Processing	Yes	No Cost Online
			No	Conditional Approve	At Processing	Yes	No Cost Online
		Level 3 - Public-Use	-	Approve	Not Required	No	No Cost Export
	No	Level 1 - Highly Restricted-Use	Yes	Approve	Not Required	No	No Cost Export
			No	Reject	-	Yes	-
		Level 2 - Restricted-Use	No	Reject	-	Yes	-
External	Yes	Level 3 - Public-Use	Yes	Approve	At Submission	Yes	Charge Fee Online
			No	Review	At Submission	Yes	Charge Fee Online
		Level 1 - Highly Restricted-Use	-	Approve	Not Required	No	Charge Fee Export
	No	Level 2 - Restricted-Use	Yes	Reject	-	Yes	-
			No	Reject	-	Yes	-
		Level 3 - Public-Use	No	Approve	At Submission	Yes	Charge Fee Online

*NOTE: Review 18 months following approval, fee structure to be reviewed each June for an effective rate of July 1 of the following year.



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Thank You

Next meeting June 9, 2021 @ 2:30 p.m. CST
Face-to-Face – Varner Hall Boardroom

Nebraska Statewide Workforce & Educational Reporting System (NSWERS)

Data Sharing & Management Policy and Procedures

May 11, 2021 – Version 0.91

This guidance document pertains to the Nebraska Statewide Workforce and Educational Reporting System (NSWERS) under the authority of the NSWERS Executive Council. NSWERS operates as a public body corporate and politic of the State of Nebraska pursuant to the Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801 to 13-827). The scope of the NSWERS Data System includes all elements and functions necessary for a comprehensive, sustainable, and robust lifelong learning and workforce longitudinal data system. As an administrative entity, NSWERS manages all matters related to the creation, communication, operation, security, maintenance, expansion, and use of the NSWERS Data System.

The NSWERS data system is managed by NSWERS staff, which adheres to the confidentiality requirements of both federal and state laws including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Individuals with Disabilities Education Act (IDEA), the Protection of Pupil Rights Amendment (PPRA), and the National School Lunch Act (NSLA). All of these laws and policies are essential to maintaining the confidentiality of individual records as they are collected and maintained at the NSWERS.

This guidance document contains information to ensure the privacy and confidentiality of individual records, and contains multiple sections as follows:

1. NSWERS Data System
2. Responsibilities of the NSWERS
3. Responsibilities of NSWERS Partners
4. Protecting Privacy and Confidentiality
 1. Privacy Resources
 2. NSWERS Data Use Classifications
 3. Confidentiality
5. Disclosure of Data to NSWERS Partners
6. Disclosure of Data to NSWERS Affiliates
7. Disclosure of Data to External Researchers
8. Data Request Process
 1. Data Disclosures Agreement
9. Destruction of Data
10. The Use of Data for NSWERS Research
11. Term Definitions
12. Acronym References
13. Appendices
 - A. NSWERS Data Request Decision Matrix
 - B. NSWERS Security Agreement to Access Data
 - C. NSWERS Data Request Form
 - D. NSWERS Research Proposal Application
 - E. NSWERS Data Disclosure Agreement
 - F. NSWERS Data Destruction Assurance
 - G. Change Summary

1. The NSWERS Data System

The NSWERS exists to integrate and organize Nebraska's education and workforce data to inform decision making. The NSWERS Data System contains information about all public school districts and post-secondary institutions in Nebraska, including students in pre-kindergarten programs (programs for children prior to kindergarten), kindergarten programs, grades one (1) through twelve (12), two- and four-year postsecondary education, adult learners, and students receiving special education services through age twenty-one (21). It also contains information about school district and post-secondary institution personnel.

The purpose of collecting individual records is to provide access to statistical information that improves education- and workforce-decision making for teachers, trainers, administrators, policymakers, parents/guardians, and other education/workforce stakeholders as well as the general public. However, personally identifiable information is disclosed only to those persons with a legitimate interest who have a NSWERS Security Agreement (see Appendix B) form approved and are an authorized agent of the NSWERS.

The NSWERS Data System makes use of the Nebraska Department of Education's ADVISER Person ID system (NDE Student ID) of unique student identifiers. The ADVISER Person ID is unique for every Nebraska student such that:

1. Only one (1) student is ever assigned a particular number;
2. Once a student is assigned a number, that number is always associated with that student throughout his or her educational career; and
3. A student is only assigned one (1) number so that the student is not duplicated in Nebraska education databases.

2. Responsibilities of the NSWERS

The NSWERS Executive Council is the designated authority to establish and maintain the NSWERS Data System and related system of data protection in accordance with FERPA and other relevant state and federal laws and regulations. All related administrative functions are the responsibility of the NSWERS Executive Director who may delegate certain functions to members of the NSWERS staff. The Executive Director, or his or her designee, is responsible for faithfully executing the policies and directives of the NSWERS Executive Council or seeing that they are executed by NSWERS staff.

The NSWERS publishes a Data Collection Calendar, along with instructions for data submission and certification, where applicable, on the NSWERS website (<https://nswers.org>). The NSWERS provides guidance and assistance to personnel from NSWERS Partner and Affiliate organizations as needed to complete data submissions.

The NSWERS is responsible for guaranteeing the security and confidentiality of the data maintained within the NSWERS Data System.

The NSWERS is responsible for ensuring that NSWERS Data System information is made available to those with a legitimate educational interest to access data for their job-related duties, and to guard against improper disclosure of the data.

NSWERS staff shall complete annual FERPA training. This helps ensure that NSWERS personnel comply with all aspects of FERPA, and engage in FERPA-compliant practices including:

- Sending emails that do not include personally identifiable information when trying to resolve a data-entry error; and/or
- Sharing data files containing student identifiable information for audit, evaluation, or legitimate educational interests through the NSWERS's secure shared drives, or through a secure File Transfer Protocol (FTP).

NSWERS staff shall use appropriate measures to protect the confidentiality of individual records through training and outreach to NSWERS staff, NSWERS Partners and NSWERS Affiliates.

The NSWERS maintains a Data Dictionary and ensures that it is accurate, up-to-date, and available to accompany any reports generated. The NSWERS Data Dictionary contains the metadata (the data about the data) to increase understanding of the data elements themselves during data collection and data reporting. The metadata includes definitions, business rules, formatting information, the personnel who are responsible for defining the element, and justification/reporting requirements for collecting the data element.

NSWERS staff with access to individual-level information for the purposes of his or her duties must have a signed Security Agreement to Access Data (see Appendix B) on file. The Security Access agreement includes the specific aspect of data to which the individual has access, a justification as to the need for access, and the NSWERS Executive Director's signature indicating support for access and compliance with FERPA and the Data Sharing & Management

Policy and Procedures. This security form, with the proper signature signoffs, is the impetus for the creation of a user account with access to the limited information related to his/her position.

NSWERS staff ensure that public-use data are only displayed as aggregate reports for public views that suppress small cell sizes (as is the current public reporting standard). Data on individuals cannot be accessed by anyone at this public-use level.

NSWERS staff shall not create, collect, store, use, maintain, or disseminate private or confidential data on an individual in violation of federal or state law, and the dissemination of such data shall not be used for any purpose other than those already stated. If the NSWERS enters into a contract with a private individual or third party to perform any of the system manager functions, that agreement shall require that the data be protected by the same security rules, as well as any applicable FERPA or Health Insurance Portability and Accountability Act (HIPAA) protections.

Under this guidance, NSWERS personnel do not release private or confidential data except to the following parties or under the following conditions as stated in 34 CFR Part 99.31 Final Regulations for FERPA:

- School officials with a legitimate educational interest;
- Specified officials for audit or evaluation purposes;
- Organizations conducting certain studies for or on behalf of the state;
- Appropriate parties in connection with financial aid to a student;
- Accrediting organizations;
- To comply with a judicial order or lawfully issued subpoena;
- Appropriate officials in cases of health and safety emergencies; and
- State and local authorities, within a juvenile system, pursuant to specific state law.

Unless otherwise required by law, data are to be disclosed in these eight (8) circumstances only on the conditions that:

1. The party to whom the data are released does not disclose the information to any third party without the prior written consent of the NSWERS Executive Director or the NSWERS Partner/Affiliate from whom the data were received;
2. Only when the data are protected in a manner that does not permit the personal identification of an individual by anyone except the party referenced in the disclosure; and
3. The data are destroyed at the conclusion of the purposes under which the disclosure was granted.

The NSWERS Executive Director has responsibility for determining whether a data request for access to the records from the NSWERS Data System shall be granted consistent with this policy and for determining appropriate usage of individual data. If the request does not meet standards established by the NSWERS for the appropriate release of data the request must be denied (see Appendix A).

In addition, the NSWERS Executive Director also is responsible for determining if personally identifiable information has been improperly disclosed by a NSWERS contractor.

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3. Responsibilities of NSWERS Partners & Affiliates

As the originators of data residing within the NSWERS Data System, NSWERS Partners (the Nebraska Department of Education, the University of Nebraska, the Nebraska State Colleges, and each of Nebraska's six Community Colleges) and Affiliates (the Nebraska Department of Labor) are responsible for the accuracy, quality, completeness, and timeliness of the data.

NSWERS Partners and Affiliates shall adhere to NSWERS Reporting Standards and Data Collection Calendar as established by the NSWERS Executive Director in consultation with the NSWERS Management Committee, and approved by the NSWERS Executive Council. NSWERS Reporting Standards and Data Collection Calendar define applicable appeals windows and data collection dates.

NSWERS Partners and Affiliates must have a current data sharing agreement on file with NSWERS.

4. Protecting Privacy and Confidentiality

Federal law (specifically, the Federal Educational Rights and Privacy Act of 1974, also known as “FERPA”) safeguards the confidentiality of individual student information. This law requires that educational institutions and state agencies maintain the confidentiality and privacy of personally identifiable information in student records. The U.S. Department of Education has created extensive regulations regarding implementation of FERPA under Title 34, Part 99 of the Code of Federal Regulations. In some instances, data may also be protected by the Parts B and C of the federal Individuals with Disabilities Education Act, also known as “IDEA”. Federal regulations regarding implementation of IDEA can be found in Title 34, Part 300 and Title 34, Part 303 of the Code of Federal Regulations. IDEA incorporates all the provisions of FERPA and adds eight additional requirements to safeguard privacy.

Workforce-related data also are protected and secured by federal law, such as Section 303 of the Social Security Act, for which the U.S. Department of Labor has promulgated Title 20, Part 603 of the Code of Federal Regulations. Furthermore, the federal Workforce Innovation and Opportunity Act of 2014 prohibits the disclosure information collected under the auspices of the workforce development system that would “constitute a clearly unwarranted invasion of personal privacy.” In other words, the NSWERS cannot release or share information about individuals that would constitute an unwarranted invasion of privacy, even to advance its workforce development system. In compliance with all of these laws and regulations, the NSWERS only publishes aggregate information, and never information that can be used to identify individuals.

4.1 Privacy Resources

1. A Stoplight for Student Data Use - The Data Quality Campaign (DQC) has released this brochure that explains in a simple way the privacy laws that protect student data.
2. Privacy Technical Assistance Center - The U.S. Department of Education has created this website to help educators and parents understand the requirements of federal privacy laws.

4.2 NSWERS Data Use Classifications

The information published on the NSWERS website (<https://nswers.org>) contains no individual level information (information about individual persons). It only presents aggregate information (averages and group statistics). In addition, we follow strict procedures to protect confidentiality per FERPA regulations and other state and federal requirements.

There are three kinds of data stored and used by the NSWERS:

1. Highly Restricted-Use Data (Level 1)
2. Restricted-Use Data (Level 2)
3. Public-Use Data (Level 3)

Highly Restricted-Use Data (Level 1)

These are data that include information about the identity of individual persons. These data are strictly confidential and require specific procedures to protect confidentiality per FERPA

regulations and other state and federal requirements. The NSWERS uses this information only for record matching purposes. This type of data is very rarely shared and is kept always secure.

Restricted-Use Data (Level 2)

These are data that contain individual records (e.g., individual academic scores, enrollment and graduation information, etc.), but contain no direct identifiers. Though stripped of direct identifiers, these data are still considered potentially identifiable, since it may be possible for someone with direct knowledge of students to identify a student by making inferences (e.g., a person of known race, gender, age, college enrollment, and high school experience might be identifiable).

Level 2 data are typically what the NSWERS shares with NSWERS Partners, NSWERS Affiliates and external parties for research purposes, and strict precautions are undertaken to ensure privacy and security. Any persons or entities granted access to Level 2 NSWERS data must have the technical proficiency to keep data in a secure environment, understand laws and regulations related to data privacy, and must agree to strict protocols regarding the use of the data.

Public-Use Data (Level 3)

These are data that have been aggregated from Level 2 data, and which contain no individual level data. These forms of data are for public use and can be published. This includes, for example, the graduation rates of high schools and school districts, college admissions rates, average GPA of Nebraska students, etc., and any of the forms of data that are presented in research reports, dashboards, and other presentations on the NSWERS website.

Even here, though, precautions are taken to protect individual identities. When discussing the graduation rates of students of various demographics at a particular high school or district, for example, we might be able to say more about some groups of students than others. For example, we might be able to freely compare the graduation rates of White students with Hispanic or African American students, but if there were only six (6) or seven (7) Native American students in the cohort, we cannot say as much about this group. Revealing even aggregate information (such as averages) of a group that small might still allow people to infer information about individual students. In such cases, the NSWERS will suppress those values and statistics.

4.3 Confidentiality

To ensure the confidentiality of individual records, this guidance includes four (4) privacy and confidentiality protections in place at the NSWERS. These include assignment of a unique identifier, data security, restricted access, and cell suppression.

1. Assignment of a unique number, called the ADVISER Person ID, protects the confidentiality of individual records in the NSWERS data system. This ID is NOT directory information.

2. Security includes the technical measures put into place by the NSWERS to ensure that records are not lost, stolen, vandalized, illegally accessed, or otherwise rendered useless or compromised.
3. Restricted access to NSWERS data is ensured through Security Agreements and role-specific access, which is consistent with the requirements of FERPA.
4. Cell suppression is implemented for public reporting purposes so that no individual can be identified by process of elimination where a group may include small numbers. Aggregate results do not show fewer than ten (10) individual persons. No reports are produced with tables containing small enough cells such that individuals can be identified. Copies of reports are posted on the NSWERS website.

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5. Disclosure of Data to NSWERS Partners

NSWERS Partners are those entities who are signatories to the NSWERS interlocal agreement.

NSWERS Partners may request data from the NSWERS Data System.

Data requests are either “approved”, “conditionally approved” subject to endorsement by the NSWERS Executive Council; “reviewed” for merit, or “rejected” based on the unique characteristics of the data request, as per the NSWERS Data Request Decision Matrix (see Appendix A). Requests for data may first require the Partner and the NSWERS to enter into the Data Disclosure Agreement (see Appendix E), as set forth by the NSWERS Data Decision Matrix.

Characteristics of the data elements requested shall determine the necessity of a Data Disclosure Agreement, in addition to the mode of data access (online only or export capability).

6. Disclosure of Data to NSWERS Affiliates

NSWERS Affiliates are those entities that contribute data to NSWERS Data System but are not signatories to the NSWERS interlocal agreement.

NSWERS Affiliates may request data from the NSWERS Data System.

Data requests are either “approved”, “conditionally approved” subject to endorsement by the NSWERS Executive Council; “reviewed” for merit, or “rejected” based on the unique characteristics of the data request as per the NSWERS Data Request Decision Matrix (see Appendix A). Requests for data may first require the Affiliate and the NSWERS to enter into the Data Disclosure Agreement (see Appendix E), as set forth by the NSWERS Data Decision Matrix.

Characteristics of the data elements requested shall determine the necessity of IRB approval, a Data Disclosure Agreement, the applicability of fees, as well as the mode of data access (online only or export capability).

7. Disclosure of Data to External Parties

External parties include anyone requesting data from NSWERS not designated as either a NSWERS Partner or NSWERS Affiliate.

External parties may request data from the NSWERS Data System.

Data requests are either “approved”, “conditionally approved” subject to endorsement by the NSWERS Executive Council; “reviewed” for merit, or “rejected” based on the unique characteristics of the data request as per the NSWERS Data Request Decision Matrix (see Appendix A). Requests for data may first require the external party and the NSWERS to enter into the Data Disclosure Agreement (see Appendix E), as set forth by the NSWERS Data Decision Matrix.

Characteristics of the data elements requested shall determine the necessity of IRB approval, a Data Disclosure Agreement, the applicability of fees, as well as the mode of data access (online only or export capability).

8. Data Request Process

The NSWERS may grant access to data for educational purposes, if:

- the research study meets specific criteria related to scientific merit and feasibility;
- the research is research the NSWERS would have otherwise conducted itself (as identified in the NSWERS Information Agenda);
- appropriate privacy, confidentiality, and security measures are ensured throughout the proposed research plan; and
- all necessary legal documentation is signed and in place.

The NSWERS uses a multi-step process to handle such requests. This process involves review by NSWERS staff but is facilitated chiefly by the NSWERS Executive Director and NSWERS Management Committee.

To begin the process, a researcher completes the NSWERS Data Request Application (see Appendix C) online at <https://nswers.org>. Upon receipt, NSWERS staff review the request and determine if the information is already publicly available. If so, the researcher is contacted and directed to the available data. If, however, the request is to conduct research that requires data beyond what is publicly available, the researcher must complete and submit to the NSWERS a comprehensive Research Proposal Application (RPA) (see Appendix D). The RPA includes eight sections, each described below:

1. **Contact Information:**

The researcher must designate a Principal Investigator (PI) and provide contact information for future correspondence related to the project.

2. **Background Information about the Project:**

The researcher must explain the objectives of the study including any hypotheses to be tested, provide anticipated start and end dates for the project, and indicate the source and amount of any funding supporting the project.

3. **Purpose of the Proposed Research:**

The researcher must submit a narrative that explains why the research study is being conducted; how it will benefit Nebraska's education and/or workforce systems, the NSWERS, Nebraska educators, policy makers, or other parties; and a description of the benefits to study participants, if applicable.

4. **Research Questions and Design:**

The researcher must submit its proposed research questions and describe the design of the study. Researchers are required to provide enough detail so that the NSWERS Executive Director and NSWERS Management Committee can gauge the scientific rigor, merit, and feasibility of the study. Researchers are encouraged to attach any formal documentation detailing the study design when applicable (e.g., an approved proposal from a funding organization).

5. **Data Requested:**

The RPA must contain a list of all requested data elements including the unit of analysis for each element and the academic year(s) for which the data are being

requested. The information in this section represents only what is initially requested by the researcher and is subject to change prior to approval.

6. Proposed Data Collection Instruments/Protocols:

If the researcher is proposing to collect additional data as part of the study (e.g., surveys, interviews, focus groups, administer tests, etc.), each proposed instrument/protocol must be described. Draft copies of the instruments/protocols must be attached to the RPA for review.

7. Human Subjects Protection:

The researcher must provide evidence of Institutional Review Board (IRB) approval or exemption upon submission of a data request to the NSWERS. Additionally, researchers must also describe the training that study PIs/co-PIs have completed and may be asked to provide evidence of its successful completion via any applicable certificates. Researchers must also describe in detail the security procedures that will be utilized to protect the confidentiality of the information provided as part of the project, describing who will have access to the data, how information will be stored, and how the data will be destroyed at the conclusion of the project.

8. Reporting:

The researcher must provide a list of all anticipated reports, the audience for each report, anticipated completion dates and any dissemination plans. Additionally, researchers must obtain advanced written approval from the NSWERS before publishing results, analysis, or other information developed as a result of the data request.

The NSWERS Executive Director and NSWERS Management Committee utilize a quarterly cycle to consider all completed RPAs. This cycle is used to allow sufficient time to comprehensively evaluate received RPAs and negotiate all required security agreements prior to data release. The review cycles are as follows:

<u>Cycle</u>	<u>Application Due Date</u>
Winter	No later than February 15
Spring	No later than May 15
Summer	No later than August 15
Fall	No later than November 15

*Note: when the due date falls on a weekend or holiday, it is extended to the next available business day.

Following the application due date, each RPA is considered on a case-by-case basis to determine if the request is in accordance with federal and state laws. The NSWERS Executive Director and NSWERS Management Committee begin the review process by examining the scientific merit and feasibility of the study as proposed by the researcher. During this review period, the NSWERS may contact the PI for additional details regarding its RPA. Once all committee members have reviewed the proposal, the NSWERS Executive Director and NSWERS Management Committee draft a Decision Memorandum for each received RPA. The decision memorandum includes:

1. an overview of the proposed project,
2. any special considerations specific to the project (usually related to privacy or level of effort),
3. a summary of the anticipated benefits of participating in the study,
4. the anticipated level of effort on the part of NSWERS Partners, NSWERS Affiliates, and NSWERS staff directly if the study were to commence, and
5. a decision on whether or not to participate in the study.

8.1 Data Disclosure Agreement

For any rejected proposal, the process is terminated. The researcher is notified of his/her right to resubmit via a letter explaining the reasons for the study's rejection. For all approved RPAs, the NSWERS staff then works with each researcher and NSWERS legal counsel to draft a comprehensive Data Disclosure Agreement (DDA) (see Appendix E). This document embodies the security components enumerated previously and includes eleven (11) major sections, as follows:

1. Data Provided
2. Information Subject to the Agreement
3. Individuals Who May Have Access to Target Data
4. Limitations on Disclosure
5. Procedural Requirements
6. Security Requirements
7. Termination of the Agreement
8. Miscellaneous Provisions
9. Signature Page
10. Research Proposal Application (see above)
11. Acknowledgement of Confidentiality Requirements

The DDA is a legally binding document that authorizes the researcher, as an agent of the NSWERS, to conduct research on its behalf. The DDA details the researcher's responsibilities with respect to protecting the privacy of the individuals whose information are being provided as part of the study. This document also includes a signed Acknowledgement of Confidentiality Requirements for all individuals who will have access to the data provided. This document is an assurance from the researcher that it:

1. cannot use, reveal, or in any other manner disclose any personally identifiable information furnished, acquired, retrieved, derived, or assembled by themselves or others for any purpose other than those purposes specified in the RPA for the research project, and
2. must comply with FERPA and NSWERS Executive Council policy and procedures related to data sharing and management.

NSWERS legal counsel is involved in the development of all DDAs to ensure legal requirements are met. If, during development of the DDA process, the NSWERS and the researcher cannot come to consensus on critical aspects of the agreement, the project is terminated and does not

commence. No data are released until the DDA has been signed by the researcher and all applicable NSWERS parties. The researcher must sign the DDA first. It is also important to note that the release of individual data to a researcher is considered a loan of data (i.e., the recipients do not have ownership of the data). Researchers are required to validate destruction of the data through the submission of the Data Destruction Assurance (see Appendix F) form once the research is completed as part of their signed agreements. The end date for the project is identified in the approved RPA.

The NSWERS Executive Director maintains a copy of all RPAs, DDAs, and associated materials for each research project. To review the typical steps in the review process for a data request submitted by a researcher to the NSWERS, see Table 1 below.

Table 1. Typical steps involved in the review of a research request to the NSWERS

Step	Action
1.	The researcher requests data for the purposes of research; if research, and if requesting data not publicly available, the researcher must complete and submit the Research Proposal Application (RPA).
2.	The NSWERS Executive Director convenes the NSWERS Management Committee at the next available submission cycle (see section 8) to consider RPAs.
3.	If there are questions about the study, the NSWERS Executive Director requests a meeting with the Principal Investigator (PI) to discuss concerns.
4.	The NSWERS Executive Director and NSWERS Management Committee make a determination and write a decision memorandum to memorialize approval/rejection.
6.	The NSWERS Executive Director sends a memo to the PI notifying them of the study's approval status.
8.	The NSWERS Executive Director has an initial consultation with the PI.
9.	The NSWERS Executive Director and PI complete the NSWERS Data Disclosure Agreement and any other necessary documents in consultation with NSWERS legal counsel.
10.	NSWERS staff develop an internal project plan and data fulfillment plan including a good faith estimate for data processing fee (where applicable).
11.	Payment is received based upon 50% of good faith estimate (if applicable).
12.	The NSWERS fulfills the data request in the manner specified in the internal project plan.
13.	Data and related analysis tools are made available to the researcher online via NSWERS secure research portal.
14.	Payment from the researcher is received for any remaining costs (if applicable).
15.	NSWERS reviews for approval all publications from the researcher prior to dissemination.
16.	Data are destroyed at conclusion of the research project under NSWERS supervision; the Data Destruction Assurance Form is completed by the researcher and submitted to the NSWERS for verification.
17.	If a research report is made publicly available, the researcher provides a link for archival on the NSWERS website.

This process is necessary to:

- ensure adherence to FERPA and the protection of student data;
- enter into binding agreements with researchers to ensure the protection of privacy and data; and
- ensure that all parties involved are proceeding appropriately as data sharing is a serious and sensitive matter.

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9. Destruction of Data

Under the NSWERS supervision, Partners, Affiliates and external parties shall destroy NSWERS data including all copies, whether electronic or paper, when the research described in the Research Proposal Application concludes, or the Data Disclosure Agreement terminates, whichever occurs first. Anyone granted access to NSWERS data must complete the Data Destruction Assurance Form (see Appendix F) and submit it to the NSWERS for archival.

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10. The Use of Data for NSWERS Research

The NSWERS routinely uses data from the NSWERS Data System and auxiliary information to conduct ongoing program evaluation and research consistent with the NSWERS mission, goals, and information agenda. This work is conducted by trained NSWERS staff. The goal is to provide scientifically rigorous, independent, and objective research and program evaluation for Nebraska's education and workforce training systems. In so doing, the NSWERS works to assist policy makers and program staff in using data during program planning, implementation, and decision-making phases to maximize effectiveness.

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11. Term Definitions

The following definitions are derived from these and other related documents.

Access means to view, print, download, copy, or otherwise retrieve data from a computer, computer system, or computer network.

Confidential data means information that would tend, by itself or with other information, to identify particular person(s). Confidential data include, but are not limited to, information which is intended for the use of a particular person/group and whose unauthorized disclosure could be prejudicial to the individual it identifies.

Confidentiality refers to an agency's obligation not to disclose or transmit information about individual students to unauthorized parties. Confidentiality consists of the measures used by an authorized agency to protect how personally identifiable information is collected and maintained and when consent by the student or his or her parent/guardian is required to release information.

Data Governance is the processes and systems that govern the quality, collection, management, and protection of data to ensure a single source of the truth. The NSWERS Data Governance Structure, which supports the development and implementation of data governance, is composed of the:

- NSWERS Executive Council;
- NSWERS Management Committee; and
- NSWERS Executive Director and NSWERS Staff.

Directory Information, as defined by FERPA, is information contained in the education records of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Typically, "directory information" includes information such as name, address, telephone listing, participation in officially recognized activities and sports, and dates of attendance. A school may disclose "directory information" to third parties without consent if it has given public notice of the types of information which it has designated as "directory information," the parent's/guardian's or eligible student's right to restrict the disclosure of such information, and the period of time within which a parent/guardian or eligible student has to notify the school in writing that he or she does not want any or all of those types of information designated as "directory information" disclosed. The means of notification could include publication in various sources, including a newsletter, in a local newspaper, or in the student handbook. The school could also include the "directory information" notification as part of the general notification of rights under FERPA. The school does not have to notify a parent/guardian or eligible student individually. (34 CFR § 99.37.) Directory information does not include a student's social security number or student identification (ID) number, except when a student ID number, user ID, or other unique personal identifier is used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user.

Disclosure means to permit access to, release, transfer, or otherwise communicate personally identifiable information contained in education records to any party, by any means, including oral, written, or electronic means.

Family Educational Rights and Privacy Act (FERPA) is a federal law that affords parents/guardians the right to have access to their children's education records, the right to seek to have the records amended, and the right to have some control over the disclosure of personally identifiable information from the education records. When a student turns eighteen (18) years old, or enters a postsecondary institution at any age, the rights under FERPA transfer from the parents/guardians to the student ("eligible student"). The FERPA statute is found at 20 U.S.C. § 1232g and the FERPA regulations are found at 34 CFR Part 99.

Health Insurance Portability and Accountability Act of 1996 (HIPAA) provides federal protections for individually identifiable health information held by covered entities and their business associates and gives patients an array of rights with respect to that information. At the same time, the Privacy Rule is balanced so that it permits the disclosure of health information needed for patient care and other important purposes.

Individuals with Disabilities Education Act (IDEA) is a law ensuring services to children with disabilities throughout the nation. IDEA governs how states and public agencies provide early intervention, special education and related services to more than 6.5 million eligible infants, toddlers, children and youth with disabilities.

National School Lunch Program (NSLP) is a federally assisted meal program operating in public and nonprofit private schools and residential childcare institutions. It provides nutritionally balanced, low-cost, or free lunches to children each school day. The program was established under the National School Lunch Act, signed by President Harry Truman in 1946.

Personally identifiable information (PII) includes, but is not limited to: the student's name; the name of the student's parent/guardian or other family member; the address of the student or student's family; a personal identifier, such as the state student identifier; personal characteristics or other information that would make the student's identity easily traceable. A small set of this information is used for assigning identifiers and for identifying students who have transferred from another district within the state or who have returned to the state who already have identifiers.

Privacy refers to an individual's right to freedom from intrusion due to disclosure of information without his or her consent.

Privacy Technical Assistance Center (PTAC), a branch of the U.S. Department of Education, offers technical assistance to State educational agencies, local educational agencies, and institutions of higher education related to the privacy, security, and confidentiality of student records. PTAC was created to respond to the need for clarification for states and other education stakeholders on policy, technical/data security, and legal issues about student privacy. For additional information, FAQs, and other resources, please visit PTAC's website: <http://ptac.ed.gov>.

Protection of Pupil Rights Amendment (PPRA) (20 U.S.C. § 1232h; 34 CFR Part 98) applies to programs that receive funding from the U.S. Department of Education (ED). PPRA is intended to protect the rights of parents/guardians and students in two ways:

- It seeks to ensure that schools and contractors make instructional materials available for inspection by parents/guardians if those materials will be used in connection with an ED-funded survey, analysis, or evaluation in which their children participate; and
- It seeks to ensure that schools and contractors obtain written parental consent before minor students are required to participate in any ED-funded survey, analysis, or evaluation that reveals information concerning:
 1. Political affiliations;
 2. Mental and psychological problems potentially embarrassing to the student and his/her family;
 3. Sex behavior and attitudes;
 4. Illegal, anti-social, self-incriminating and demeaning behavior;
 5. Critical appraisals of other individuals with whom respondents have close family relationships;
 6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or
 7. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Nebraska Statewide Workforce & Educational Reporting System (NSWERS) is the public body corporate and politic of the State of Nebraska pursuant to the Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801 to 13-827) for which this guidance document applies.

12. Acronym References

DDA	Data Disclosure Agreement
USED	U.S. Department of Education
ESEA	Elementary and Secondary Education Act
FERPA	Family Educational Rights and Privacy Act
FTP	File Transfer Protocol
HHS	Health and Human Services
HIPAA	Health Insurance Portability and Accountability Act Human Protection Program
IDEA	Individuals with Disabilities Education Act
IRB	Institutional Review Board
MOU	Memorandum of Understanding
NSLA	National School Lunch Act
NSLP	National School Lunch Program
OHRP	Office of Human Research Protection
PII	Personal Identifiable Information
PI	Principal Investigator
PTAC	Privacy Technical Assistance Center
PPRA	Protection of Pupil Rights Amendment
RPA	Research Proposal Application
NSWERS	Nebraska Statewide Workforce and Educational Reporting System

APPENDIX A

NSWERS DATA REQUEST DECISION MATRIX

NSWERS DATA REQUEST DECISION MATRIX									
Data Request Characteristics				Data Request Determination					
Requestor	Student Relationship	Data Use Classification	Source Directory Information	NSWERS Approval	IRB Approval	Disclosure Agreement	Financial	Data Access	
NSWERS Partner	Yes	Level 1 - Highly Restricted-Use	Yes	Approve	Not Required	Not Required	No Cost	Export	
			No	Reject	-	-	-	-	
		Level 2 - Restricted-Use	Yes	Approve	Not Required	Not Required	No Cost	Export	
	No		No	Approve	Not Required	Not Required	No Cost	Export	
		Level 3 - Public-Use	-	Approve	Not Required	Not Required	No Cost	Export	
			Yes	Conditional Approve	Not Required	Required	No Cost	Online	
		Level 1 - Highly Restricted-Use	No	Reject	-	-	-	-	
	Yes		Yes	Conditional Approve	Not Required	Required	No Cost	Online	
		Level 2 - Restricted-Use	No	Conditional Approve	Not Required	Required	No Cost	Online	
NSWERS Affiliate	Yes	Level 3 - Public-Use	-	Approve	Not Required	Not Required	No Cost	Export	
			Yes	Reject	-	-	-	-	
		Level 1 - Highly Restricted-Use	No	Reject	-	-	-	-	
	No		Yes	Approve	Not Required	Required	No Cost	Export	
		Level 2 - Restricted-Use	No	Approve	Not Required	Required	No Cost	Export	
		Level 3 - Public-Use	-	Approve	Not Required	Not Required	No Cost	Export	
	Yes		Yes	Reject	-	-	-	-	
		Level 1 - Highly Restricted-Use	No	Reject	-	-	-	-	
			Yes	Review	Required	Required	Charge Fee	Online	
External	Yes	Level 2 - Restricted-Use	No	Review	Required	Required	Charge Fee	Online	
			-	Approve	Not Required	Not Required	Charge Fee	Export	
		Level 3 - Public-Use	-	Reject	-	-	-	-	
	No		Yes	Reject	-	-	-	-	
		Level 1 - Highly Restricted-Use	No	Reject	-	-	-	-	
			Yes	Review	Required	Required	Charge Fee	Online	
	Yes	Level 2 - Restricted-Use	No	Review	Required	Required	Charge Fee	Online	
			-	Approve	Not Required	Not Required	Charge Fee	Export	
		Level 3 - Public-Use	-	Reject	-	-	-	-	
External	Yes		Yes	Reject	-	-	-	-	
		Level 1 - Highly Restricted-Use	No	Reject	-	-	-	-	
			Yes	Review	Required	Required	Charge Fee	Online	
	No	Level 2 - Restricted-Use	No	Review	Required	Required	Charge Fee	Online	
			-	Approve	Not Required	Not Required	Charge Fee	Export	
		Level 3 - Public-Use	-	Reject	-	-	-	-	
	Yes		Yes	Reject	-	-	-	-	
		Level 1 - Highly Restricted-Use	No	Reject	-	-	-	-	
			Yes	Review	Required	Required	Charge Fee	Online	
External	Yes	Level 2 - Restricted-Use	No	Review	Required	Required	Charge Fee	Online	
			-	Approve	Not Required	Not Required	Charge Fee	Export	
		Level 3 - Public-Use	-	Reject	-	-	-	-	
	No		Yes	Reject	-	-	-	-	
		Level 1 - Highly Restricted-Use	No	Reject	-	-	-	-	
			Yes	Review	Required	Required	Charge Fee	Online	
	Yes	Level 2 - Restricted-Use	No	Review	Required	Required	Charge Fee	Online	
			-	Approve	Not Required	Not Required	Charge Fee	Export	
		Level 3 - Public-Use	-	Reject	-	-	-	-	

* Reviewed annually each April for an effective date of July 1st.

APPENDIX B

NSWERS SECURITY AGREEMENT TO ACCESS DATA

By submitting this form, you agree to treat all data in accordance with the Freedom of Information Act (FOIA), the Privacy Act, the Family Educational Rights and Privacy Act (FERPA), and the NSWERS Data Sharing & Management Policy and Procedures. Of particular importance in handling the data is the understanding of statistical cutoffs and restricted access. Every effort must be made to protect the identity of individual students.

Furthermore, you agree to observe the appropriate levels of disclosure when entering, transferring, storing, manipulating, transforming, analyzing, viewing, or otherwise working with these data. You further agree to use considerable care when engaging in the following types of activities that could lead to the disclosure of personally identifiable information:

- discussing, publishing, or otherwise disseminating information gathered or reviewed;
- transferring data or allowing data to be transferred from the NSWERS; and
- unsecurely disposing of printed information (which must be avoided).

Justification:

This section should explain why this user needs access to the data specified in the application. Please be specific when describing the user's job and responsibilities, which data he/she will be using, and how the data will be used.

Sample Justification:

For Level 1a Access: "Access is needed to view and provide technical assistance to postsecondary institutions for the annual NSWERS Data Collection."

Data Access Levels

Level 1: (primarily Data Management and Analysis staff members): System administration rights

Level 1a: View access to named components of the NSWERS on the web

Please type or print clearly; otherwise, the processing of your form may be delayed. You will receive an email when your form has been processed.

NSWERS SECURITY AGREEMENT TO ACCESS DATA

Step 1. For the authorized individual:

Enter your name, the details of the access being requested, the justification for your access, and your signature. By signing this security agreement, you agree to observe this level of data security when utilizing NSWERS data sets, and further agree to appropriately utilize the data in the strictest of confidence. Sharing of any personally identifiable information with unauthorized parties constitutes an illegal act and is subject to penalties imposed under FERPA. By signing this agreement, you accept the NSWERS Data Sharing & Management Policy and Procedures.

Name:	Enter Text
Phone:	Enter Text
Email:	Enter Text
Justification:	Enter Text
Data Elements Requested:	Enter Text
Data Access Level:	Level 1 (system admin) or Level 2 (view access)
Signature:	
Date:	Enter Date

Step 2. For the office lead/director:

I acknowledge and assure that my office/company will adhere to the conditions set forth in this security agreement when working with any data provided by the NSWERS, and will immediately notify the NSWERS Executive Director if and when a breach in security is evident by my agency or a third-party representative. I further authorize the individual in Step 1 to utilize the data in the course of his/her duties and ensure that he/she has read and agreed to the conditions of this data disclosure.

Lead/Director Name:	Enter Text
Office:	Enter Text
Signature:	
Date:	Enter Date

Step 3. Deliver this original form to Dr. Matthew Hastings, Executive Director, NSWERS, 901 N 17th, NH W 208, Lincoln, NE 68588-0524. Original signatures are required. You do not need to deliver the instructions page. Please allow 7-10 business days for processing.

For Official Use Only

NSWERS

Executive Director:	Enter Text
Signature:	
Date:	Enter Date

NSWERS Legal Counsel

Name:	Enter Text
Signature:	
Date:	Enter Date

Appendix C

NSWERS DATA REQUEST APPLICATION

The data you are looking for may already be available on the NSWERS website. Please review the data at the following URL prior to submitting this request for data <https://nswers.org/>. Data will only be provided from Certified Data Collections. See NSWERS Data Collection Calendar at <http://nswers.org/>.

Requestor's Name:	Enter Text
Dept./Company/Institution:	Enter Text
Requestor's Affiliation:	Enter Text
Phone:	Enter Text
Email:	Enter Text
Date Submitted:	Enter Date
Description of Data Being Requested. (Please use specific field names when known):	Enter Text
Reason for the Data Request and how the data will be used. (Please describe and be specific):	
Reporting/Publication Details (Please select any that apply):	
School/Academic Year(s) for which data are requested:	
Type of Data (Please select any that apply):	State Level Data: [] District Level Data: [] School Data: [] Institution Level Data: [] Teacher/Administrator Data: [] *Individual Level Data: [] Other (please describe): []
Special Considerations/Notes Regarding Your Data Request (Optional):	Enter Text
Note: for individual-level data our minimum n-size = 10. All cells with less than ten (10) individuals will be suppressed to protect privacy.	
If there are costs involved in the fulfillment of your above request for data, NSWERS will provide you with a time/cost estimate prior to moving forward with the request.	

Please email the completed form to matt.hastings@nswers.org.

*Individual data are only available in aggregate and/or de-identified formats. Pursuant to FERPA, no personally identifiable information will be released to external parties without prior parental consent except when subject to formal research agreements where all parties are legally bound to the terms of a Data Disclosure Agreement.

APPENDIX D

NSWERS RESEARCH PROPOSAL APPLICATION

The NSWERS has developed a process whereby external researchers may request extant data from the NSWERS to conduct research and program evaluation studies germane to the NSWERS mission and stated research agenda. All individuals or organizations requesting access to these data must complete this Research Application and submit it to the NSWERS for review. If the project is approved and the data requested are available, a Data Disclosure Agreement will be developed and must be signed prior to the release of any potentially identifiable student data. Please complete each section of the application fully. If any fields are left blank, the application will not be considered.

Section I. Your Contact Information

Name of Principal Investigator or Requestor: _____

Organization (If applicable): _____

Phone Number: _____

Email Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Today's Date: _____

Section II. Background Information About Your Project

1. What is the title of your study?

2. Provide a brief overview of the objectives of your study (please summarize each objective succinctly). If you have hypotheses you will be testing, please list them here.

3. When do you anticipate beginning and completing your research project?

Project Start Date: _____

Project End Date: _____

4. If your study is externally funded (e.g., foundation, government contract, or grant), please indicate the source(s) and amount(s) of the funding.

Section III. Purpose of the Proposed Research

1. Why is the study being conducted?
2. What potential benefits will this study have for the NSWERS, our local school systems, educators, policy makers, or researchers?
3. What are the anticipated benefits of the proposed study to study participants?

Section IV. Research Questions and Design

1. Please list your research/evaluation questions below.

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

10 _____

2. Describe the design of the proposed study and the methodology that will be used to address each of the aforementioned research questions. Use enough detail to ensure the NSWERS can assess the extent to which your proposed research project will meet the objectives you have provided in Section II of this application. Describe the population to be studied, data collection, analysis, and interpretation procedures to be used. Use as much space as necessary. You may also include attachments if relevant.

Section V. Data Requested

1. To the best of your ability, please list the data elements you are requesting in order to complete the proposed research project. For each data element, please also list the unit(s) of analysis for your research (e.g., student, school, district, etc.) and the school year(s) for which you are requesting information.

Data Element	Unit(s) of Analysis	School Years for Which Data Are Being Requested
--------------	---------------------	---

Section VI. Proposed Data Collection Instruments/Protocols

1. If you intend to deploy additional data collection instruments/protocols as part of your research/evaluation project, please list them below including the audience from whom you intend to collect this information. Draft versions of these data collection instruments, if available, must be attached to this application.

Proposed Data Collection Instruments/Protocols

	Instrument/Protocol	Audience	Notes
1			
2			
3			
4			
5			
6			
7			

Section VII. Human Subjects Protection

1. How will Institutional Review Board (IRB) approval be addressed in the proposed research/evaluation study? If your project has already been approved by an IRB or if an IRB has designated your project to be "exempt," please provide evidence of the IRB's review. If you do not plan to conduct an IRB review, please indicate why this project does not meet the definition of "research."

2. Describe training the study investigators/co-investigators have received regarding the protection of human subjects/confidentiality.

3. Describe the security procedures that will be utilized to protect the security of the information provided by the NSWERS for this project. Who will have access? How will information be stored and for what period of time? When and how will data be destroyed?

Section VIII. Reporting

1. For each anticipated report, provide the following information.

Report Title (e.g. Year 1 Report, Final Report)	Audience	Anticipated Completion Date	Dissemination Plans

Please submit your completed application to:

Dr. Matthew Hastings, Executive Director
 Nebraska Statewide Workforce & Educational Reporting System (NSWERS)
 901 N 17th
 NH W 208
 Lincoln, NE 68583-0524

FOR NSWERS USE ONLY

Proposal No.

Reviewer Name

Review Date

Approval Status YES NO

Signature

APPENDIX E

NSWERS DATA DISCLOSURE AGREEMENT

WHEREAS, the Nebraska Statewide Workforce & Educational Reporting System (NSWERS) has collected certain data containing confidential personally-identifiable information (PII) that the NSWERS is mandated by federal and state law to protect their confidentiality;

WHEREAS, the NSWERS is willing to make such data available for research and analysis purposes to improve instruction in public elementary and secondary schools, but only if the data are used and protected in accordance with the terms and conditions stated in this Agreement; and

WHEREAS, The INSERT NAME OF RESEARCH ORGANIZATION(S) HERE desire to INSERT PURPOSE OF RESEARCH STUDY HERE requiring individual student data from the NSWERS.

Now therefore, it is agreed that:

The INSERT NAME OF RESEACH ORGANIZATION(S) HERE, hereinafter referred to as the "Researchers" and the NSWERS that:

I. DATA PROVIDED

The NSWERS will provide the Researchers with the following data:

INSERT COMPREHENSIVE LIST OF REQUESTED DATA ELEMENTS HERE:

If additional data elements are needed and are available, an addendum to this agreement will be drafted without the need to modify it.

II. INFORMATION SUBJECT TO THIS AGREEMENT

- a. All data containing PII collected by or on behalf of the NSWERS that are provided to the Researchers and all information derived from those data, and all data resulting from merges, matches, or other uses of the data provided by the NSWERS with other data, are subject to this Agreement (referred to herein as the "target data"). The target data under this Agreement may be provided in various forms including but not limited to written or printed documents, computer tapes, diskettes, CD-ROMs, hard copy, or encrypted files.
- b. The Researcher may use the target data only for the purposes stated in the Research Proposal Application which is attached hereto and made a part of this Agreement as though set forth fully therein (marked as Attachment 1), and is subject to the limitation imposed under the provisions of this Agreement, which is intended to and does comply with the Family Education Rights and Privacy Act (FERPA) and its regulations, attached as an Addendum to this Agreement.

III. INDIVIDUALS WHO MAY HAVE ACCESS TO TARGET DATA

The Researchers agree to limit and restrict access to the target data to the following three categories of individuals:

- a. The Project Leader in charge of the day-to-day operations of the research and who are the research liaisons with the NSWERS, whose name is set forth in the Research Proposal Application.
- b. The Professional/Technical staff in charge of the research under this Agreement, whose names are listed in the Research Proposal Application.
- c. Support staff including secretaries, typists, computer technicians, etc., but only to the extent necessary to support the research.

IV. LIMITATIONS ON DISCLOSURE

- a. The Researchers shall not use or disclose the target data for any purpose not expressly stated in the Research Proposal Application approved by the NSWERS, unless the Researchers have obtained advance written approval from the NSWERS.
- b. The Researchers may publish the results, analysis, or other information developed as a result of any research based on the target data made available under this Agreement only with advance written approval from the NSWERS. The Researchers shall submit publication requests to the NSWERS in writing. Such requests shall include a full copy of the content to be considered for publication. The NSWERS will review publication requests on a case-by-case basis. Under no circumstances will the NSWERS be obligated to approve a publication request from the Researchers. Any such data, results, analysis, or information published consistent with this paragraph shall be in summary or aggregate form, ensuring that no PII is disclosed. The NSWERS has established ten (10) as the minimal cell size that maybe reported or published.

V. PROCEDURAL REQUIREMENTS

- a. The research and analysis conducted under this Agreement shall be limited to, and consistent with, the purposes stated in the Research Proposal Application.
- b. Notice of and training on confidentiality and nondisclosure.
 - i. The Researchers shall notify and train each of its employees who will have access to the target data of the strict confidentiality of such data, and shall require each of those employees to execute an Acknowledgement of Confidentiality Requirements.
 - ii. The Researchers shall maintain each executed Acknowledgement of Confidentiality Requirements at its facility and shall allow inspection of the same by the NSWERS upon request.

- iii. The Researchers shall promptly notify the NSWERS in writing when the access to the target data by any individual is terminated, giving the date of the termination and the reason for the termination.
- c. Publications made available to the NSWERS.
 - i. Copies of each proposed publication or document containing or based upon the target data shall be provided to the NSWERS at least ## days before the publication or document is finalized. The NSWERS shall promptly advise the Researchers whether the proposed publication or document discloses target data in a manner that violates this Agreement. If the issue cannot be resolved informally between the parties, the NSWERS will initiate the termination provisions contained in Section VII, B. The Researchers shall provide the NSWERS a copy of each publication containing information based on the target data or other data product based on the target data made available through the NSWERS.
- d. The Researchers shall immediately notify the NSWERS in writing upon receipt of any request or demand for disclosure of the target data from an individual or entity not authorized by this Agreement.
- e. The Researchers shall immediately notify the NSWERS in writing upon discovering any breach or suspected breach of security or of any disclosure of the target data to any unauthorized individual or entity.

VI. SECURITY REQUIREMENTS

- a. Maintenance of, and access to, the target data.
 - i. The Researchers shall retain the original version of the target data at a single location and shall not make a copy or extract of the target data available to anyone except individuals specified in paragraph III above.
 - ii. The Researchers shall maintain the target data, (whether maintained on a mainframe facility, central server, personal computer, print, or any other medium) in an area that has limited access to authorized personnel only. The Researchers shall not permit removal of any target data from the limited access area. Only those individuals who have executed an Acknowledgment of Confidentiality Requirements shall be admitted to the storage area.
 - iii. The Researchers shall ensure that access to the target data maintained in computer files or databases is controlled by password protection. The Researchers shall maintain all printouts, diskettes, or other physical products containing individually-identifiable information derived from target data in locked cabinets, file drawers, or other secure locations when not in use.
 - iv. The Researchers shall ensure that all printouts, tabulations, and reports are edited for any possible disclosure of personally-identifiable target data and that cell sizes are ten (10) or more.

- v. The Researchers shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals.
- b. Retention of target data.
 - i. Under the NSWERS' supervision, the Researchers shall destroy the target data including all copies, whether electronic or paper, when the research that is the target of this Agreement has been completed or this Agreement terminates, whichever occurs first.

VII. TERMINATION OF THIS AGREEMENT

- a. This Agreement shall terminate at the time stated in the Research Proposal Application. The Agreement, however, may be extended by written agreement of the parties.
- b. Any violation of the terms and conditions of this Agreement may result in the immediate revocation of this Agreement by the NSWERS.
 - i. The NSWERS may initiate revocation of this Agreement by written notice to the Researchers.
 - ii. Upon receipt of the written notice of revocation, the Researchers shall immediately cease all research activity related to the Agreement until the issue is resolved. The Researchers will have three (3) business days to submit a written Response to the NSWERS, indicating why this Agreement should not be revoked.
 - iii. The NSWERS shall decide whether to revoke this Agreement based on all the information available to it. The NSWERS shall provide written notice of its decision to the Researchers within ten (10) business days after receipt of the Response. These timeframes may be extended for good cause.
 - iv. If revocation is based upon the Researchers' improper handling of PII from the target data or improper proposed publication of target data containing PII that the parties have been unable to resolve, the Researchers agree to return the data and not publish or disseminate the proposed article or other document.
 - v. If the Researchers publish target data in an article or other document without first submitting to the NSWERS for review and the article or other document contains PII, the NSWERS reserve the right, in addition to terminating this Agreement, to seek legal redress.

VIII. MISCELLANEOUS PROVISIONS

- a. Attached to this Agreement and incorporated herein are:
 - i. FERPA, 20 U.S.C. § 1232g
 - ii. 34 CFR § 99.31
 - iii. NSWERS Research Proposal Application

IX. SIGNATURE PAGE

By signing below, the official of the Research Organization certifies that he or she has the authority to bind the Research Organization to the terms of this Agreement and that the Research Organization has the capability to undertake the commitments in this Agreement.

1. Location at which the target data will be maintained and analyzed.	Enter Text
2. Signature of the Official of the Research Organization	
3. Date	Enter Date
4. Type/Print Name of Official	Enter Text
5. Email	Enter Text
6. Title	Enter Text
7. Telephone	Enter Text
8. Mailing Address	Enter Text
9. Signature of the Principal Research Analyst	
10. Date	Enter Date
11. Type/Print Name of Principal Research Analyst	Enter Text
12. Email	Enter Text
13. Title	Enter Text
14. Telephone	Enter Text
15. Mailing Address	Enter Text
16. Signature of NSWERS Executive Director	
17. Date	Enter Date
18. Type/Print Name of NSWERS Executive Director	Enter Text
19. Email	Enter Text
20. Title	Enter Text
21. Telephone	Enter Text
22. Mailing Address	Enter Text
30. Signature of NSWERS Legal Counsel	
31. Date	Enter Date
32. Type/Print Name of NSWERS Legal Counsel	Enter Text
33. Email	Enter Text

34. Title	Enter Text
35. Telephone	Enter Text
36. Mailing Address	Enter Text

DRAFT

APPENDIX F**NSWERS DATA DESTRUCTION ASSURANCE**

Organizations or individuals conducting research on behalf of the Nebraska Statewide Workforce & Educational Reporting System (NSWERS) are required to destroy the target data which have been loaned to them during the duration of the project. This includes all copies, whether electronic or paper. These data must be destroyed when the research described in the Research Proposal Application concludes, or the Data Disclosure Agreement terminates, whichever occurs first. In addition, researchers must provide copies of all reports associated with the research project to the NSWERS within the time period specified in the Data Disclosure Agreement. As an assurance that these tasks have been completed, the project's principal investigator must complete this Data Destruction Assurance Form, and submit it to the NSWERS for archival.

By signing below, I assure, as the Principal Investigator, that:

_____ (*initial here*) All data elements loaned to me as listed in the Data Disclosure Agreement for the research project titled, INSERT TEXT HERE have been destroyed in the manner specified in Section VI. B, Retention of Target Data.

_____ (*initial here*) Any and all publications associated with this project have been provided to the NSWERS in the manner specified in Section V. C, Publications Made Available to the NSWERS.

Signature: _____

Date: _____

Name of Principal: _____

Investigator or Requestor: _____

Organization (if applicable): _____

Phone Number: _____

Email Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

APPENDIX G

CHANGE SUMMARY

Version 1.0 - adopted by the NSWERS Executive Council on June 9, 2021

- Initial version of the NSWERS Data Sharing & Management Policy and Procedures

DRAFT

TOTALS

Fiscal Year 2021-2022	
Expenses	Cost
TOTAL WAGES	\$ 636,325.00
TOTAL BENEFITS	\$ 335,874.02
TOTAL PERSONAL SERVICES	\$ 972,199.02
TOTAL OPERATING EXPENSES	\$ 51,635.00
TOTAL TRAVEL	\$ 26,675.00
TOTAL EQUIPMENT	\$ 30,000.00
TOTAL SOFTWARE	\$ 82,500.00
TOTAL CONTRACTUAL SERVICES	\$ 749,500.00
TOTAL	\$ 1,912,509.02

<u>FTE</u>	<u>POSITION TITLE</u>	<u>PG</u>	<u>2021-22 SALARY</u>
1	Executive Director	50	\$ 160,000.00
1	Administrative Specialist	44	\$ 13,000.00
1	Research Manager	49	\$ 105,300.00
1	Database/ETL Developer	48T	\$ 105,300.00
2	Researcher	48T	\$ 85,000.00
1	Communications Manager	49	\$ 56,250.00
1	Web Applications Developer	48T	\$ 78,975.00
1	Data Education/Change Management	48T	\$ 32,500.00
<u>COST ITEM</u>	<u>DESCRIPTION</u>		<u>COST</u>
511100	Permanent Salaries		\$ 636,325.00
511200	Temporary Salaries		\$ -
511300	Overtime		\$ -
511900	Supplemental Pay		\$ -
	Other		\$ -
	TOTAL WAGES		\$ 636,325.00
515100	Retirement		\$ 62,854.91
515200	FICA		\$ 48,678.86
515400	Life Insurance		\$ 108.00
515500	Health Insurance		\$ 217,752.00
516300	Employee Assist. Pgm.		\$ 117.00
516500	Workers Comp.		\$ 6,363.25
	Other Benefits		\$ -
	TOTAL BENEFITS		\$ 335,874.02
510000	TOTAL PERSONAL SERVICES		\$ 972,199.02
521100	Postage		\$ 4,500.00
521200	Communication		\$ 8,750.00
521400	Data Processing		\$ 12,150.00
521500	Publication/Printing		\$ 3,160.00
522100	Dues/Subscriptions		\$ 1,000.00
522200	Conference Registration		\$ 1,250.00
523100	Utilities		\$ -
524600	Office Rent		\$ -
525500	Other Rent		\$ -
532100	Non-Capitalized Equipment		\$ -
555200	Data Processing Software		\$ 12,500.00
527100	Repair/Maintenance		\$ 1,125.00
531100	Supplies		\$ 4,950.00
554900	Contractual Services		\$ 749,500.00
555200	Software		\$ 82,500.00
559100	Other Operating Expense		\$ 2,250.00
OPERATING TOTAL			\$ 883,635.00
<u>COST ITEM</u>	<u>DESCRIPTION</u>		<u>2021-22 COST</u>

571100	Board/Lodging	\$	8,220.00
572100	Commercial Travel	\$	5,520.00
573100	State-Owned Trans.	\$	9,755.00
574100	Personal Vehicle Mileage	\$	2,765.00
575100	Misc. Travel	\$	415.00
570000	TOTAL TRAVEL	\$	26,675.00
583000	Office Equipment	\$	-
583300	Data Processing Hardware	\$	30,000.00
	Other Capital Outlay	\$	-
580000	TOTAL EQUIPMENT	\$	30,000.00
TOTAL		\$	1,912,509.02
OPERATIONS SOURCES OF FUNDING			
	Funding Commitments	\$	1,557,653.00
	Estimated Carryover	\$	1,696,999.00
	TOTAL	\$	3,254,652.00
TOTAL		\$	1,342,142.98
FUNDING COMMITMENTS			
	Metro Community College	\$	70,000.00
	University of Nebraska	\$	137,823.00
	Peter Kiewit Foundation	\$	389,413.00
	Sherwood Foundation	\$	375,000.00
	William & Ruth Scott Foundation	\$	150,000.00
	Weitz Family Foundation	\$	50,000.00
	Susan T. Buffett Foundation	\$	150,000.00
	Walter & Suzanne Scott Foundation	\$	100,000.00
	Nebraska Department of Education	\$	135,417.00
TOTAL		\$	1,557,653.00

510000 Personal Services

Fiscal Year 2021-2022												
FTE	POSITION TITLE	PG	2021-2022 Salary	Retirement 2021-2022	Health Insurance 2021-2022	FICA	Life Insurance	EAP	Worker's Comp.	TOTAL	TOTAL SALARY	TOTAL BENEFITS
1	Executive Director	50	\$ 160,000.00	\$ 15,804.48	\$ 27,219.00	\$ 12,240.00	\$ 12.00	\$ 13.00	\$ 1,600.00	\$ 218,488.48		
1	Administrative Specialist	44	\$ 13,000.00	\$ 1,284.11	\$ 27,219.00	\$ 994.50	\$ 12.00	\$ 13.00	\$ 130.00	\$ 42,782.61		
1	Research Manager	49	\$ 105,300.00	\$ 10,401.32	\$ 27,219.00	\$ 8,055.45	\$ 12.00	\$ 13.00	\$ 1,053.00	\$ 153,106.77		
1	Database/EITL Developer	48T	\$ 105,300.00	\$ 10,401.32	\$ 27,219.00	\$ 8,055.45	\$ 12.00	\$ 13.00	\$ 1,053.00	\$ 153,106.77		
2	Researcher	48T	\$ 85,000.00	\$ 8,396.13	\$ 27,219.00	\$ 6,502.50	\$ 24.00	\$ 26.00	\$ 850.00	\$ 128,867.63		
1	Communications Manager	49	\$ 56,250.00	\$ 5,356.26	\$ 27,219.00	\$ 4,303.13	\$ 12.00	\$ 13.00	\$ 562.50	\$ 94,478.39		
1	Web Applications Developer	48T	\$ 78,975.00	\$ 7,800.99	\$ 27,219.00	\$ 6,041.59	\$ 12.00	\$ 13.00	\$ 789.75	\$ 121,641.08		
1	Data Education/Change Management	48T	\$ 32,500.00	\$ 3,210.29	\$ 27,219.00	\$ 2,486.25	\$ 12.00	\$ 13.00	\$ 325.00	\$ 66,090.54		
9	TOTAL		\$ 656,325.00	\$ 62,854.91	\$ 217,752.00	\$ 48,678.86	\$ 108.00	\$ 117.00	\$ 6,363.25	\$ 978,562.27	\$ 656,325.00	\$ 335,874.02

520000 Operating Expenses

Fiscal Year 2021-2022				
Expenses	Detail	Cost/FTE	FTE	TOTAL
Postage		\$ 500.00	9	\$ 4,500.00
Communication	Local Service	\$ 300.00	9	\$ 2,700.00
Communication	Long Distance	\$ 450.00	9	\$ 4,050.00
Communication	Cell Phone/Hotspot	\$ 1,000.00	2	\$ 2,000.00
Data Processing	Educational Network Fee	\$ 1,300.00	9	\$ 11,700.00
Data Processing	Network Depreciation	\$ 50.00	9	\$ 450.00
Printing	Commercial Printing	\$ 1,000.00	9	\$ 1,000.00
Printing	Photocopy	\$ 240.00	9	\$ 2,160.00
Dues/Subscriptions		\$ 1,000.00	1	\$ 1,000.00
Conference Registration		\$ 250.00	5	\$ 1,250.00
Office Rent/Building Renewal	Professional Staff	\$ -	9	\$ -
Office Rent/Building Renewal	Support Staff	\$ -	0	\$ -
Data Processing Software	Enterprise Software	\$ 2,500.00	5	\$ 12,500.00
Repair/Maintenance		\$ 125.00	9	\$ 1,125.00
Supplies	First Program Year	\$ 550.00	9	\$ 4,950.00
Other Operating Expenses		\$ 250.00	9	\$ 2,250.00
TOTAL				\$ 51,635.00

570000 Travel

Fiscal Year 2021-2022									
Expenses	Detail	High Cost	High FTE	Medium Cost	Medium FTE	Low Cost	Low FTE	TOTAL	
Board/Lodging		\$ 2,575.00	2	\$ 1,570.00	1	\$ 500.00	3	\$ 8,220.00	
Commercial Travel		\$ 2,210.00	2	\$ 1,100.00	1	-	3	\$ 5,520.00	
State Owned Transportation		\$ 3,315.00	2	\$ 2,000.00	1	\$ 375.00	3	\$ 9,755.00	
Personal Mileage		\$ 715.00	2	\$ 360.00	1	\$ 325.00	3	\$ 2,765.00	
Miscellaneous Travel		\$ 165.00	2	\$ 85.00	1	-	3	\$ 415.00	
TOTAL		\$ 8,980.00	2	\$ 5,115.00	1	\$ 1,200.00	3	\$ 26,675.00	

580000 Office Equipment

Fiscal Year 2021-2022					
Expenses	Detail	Cost/FTE	FTE	TOTAL	
Office Equipment	Desk	\$	9	\$	-
Office Equipment	Chair	\$	9	\$	-
Office Equipment	File Cabinet	\$	9	\$	-
Office Equipment	Misc.	\$	9	\$	-
Office Equipment	Wall Partitions	\$	9	\$	-
Data Processing Hardware/Software	Standard Desktop	\$	3	\$	-
Data Processing Hardware/Software	Standard Laptop	\$	3	\$	-
Data Processing Hardware/Software	Standard Software	\$	6	\$	-
Power User	Power Desktop	\$	6	\$	-
Power User	Power Laptop	\$	6	\$	-
Power User	Power Software	\$	3	\$	30,000.00
TOTAL				\$	30,000.00

555200 Software

Fiscal Year 2021-2022				
Expenses	Detail	Cost/FTE	FTE	TOTAL
Public Website (www.nswers.org)	Domain Name, Wordpress Website	\$ 2,500.00	-	\$ 2,500.00
Enterprise Software	Enterprise Software	\$ 80,000.00	-	\$ 80,000.00
TOTAL				\$ 82,500.00

554900 Contractual Services

Fiscal Year 2021-2022		
Expenses	Detail	Cost
Business Services & Support	NU Service Contract	\$ 85,000.00
Audit Services	TBD	\$ 25,000.00
Legal Counsel	KSB School Law	\$ 25,000.00
Insurance	Aon Risk Services (\$2M Public Officials and \$5M Cyber Liability policies)	\$ 30,000.00
Data Storage & Security	NU ITS, Microsoft Azure Cloud Storage and Utilization	\$ 30,000.00
Technical Consulting & Support	NSWERS Data System Development	\$ 500,000.00
Research Consulting & Support	Establish Data Analysis & Prediction Operation	\$ 100,000.00
Internships/Assistantships	Research and Technical Support	\$ -
Professional Development	Security, Technical, Methodological (\$500 * 9 FTE)	\$ 4,500.00
Meetings & Trainings	Executive & Management Councils, Advisory Committees, Data & Technical Committee, Research Review Board	\$ 5,000.00
Communications/Media		\$ 20,000.00
Data/Info Release & Dissemination		\$ 10,000.00
Partner Support Services		\$ -
TOTAL		\$ 749,500.00

NSWERS Positions

- Three-tiered hiring process
 - Allow time to:
 - Establish clear sense of critical skillsets
 - Complete 'housekeeping' items necessary to ensure 'shovel-ready' tasks at onboarding
- Tier-One Hires:
 - Posted: <https://careers.nebraska.edu/postings/search>
 - Applications Development
 - ETL/Database Development
 - Communications

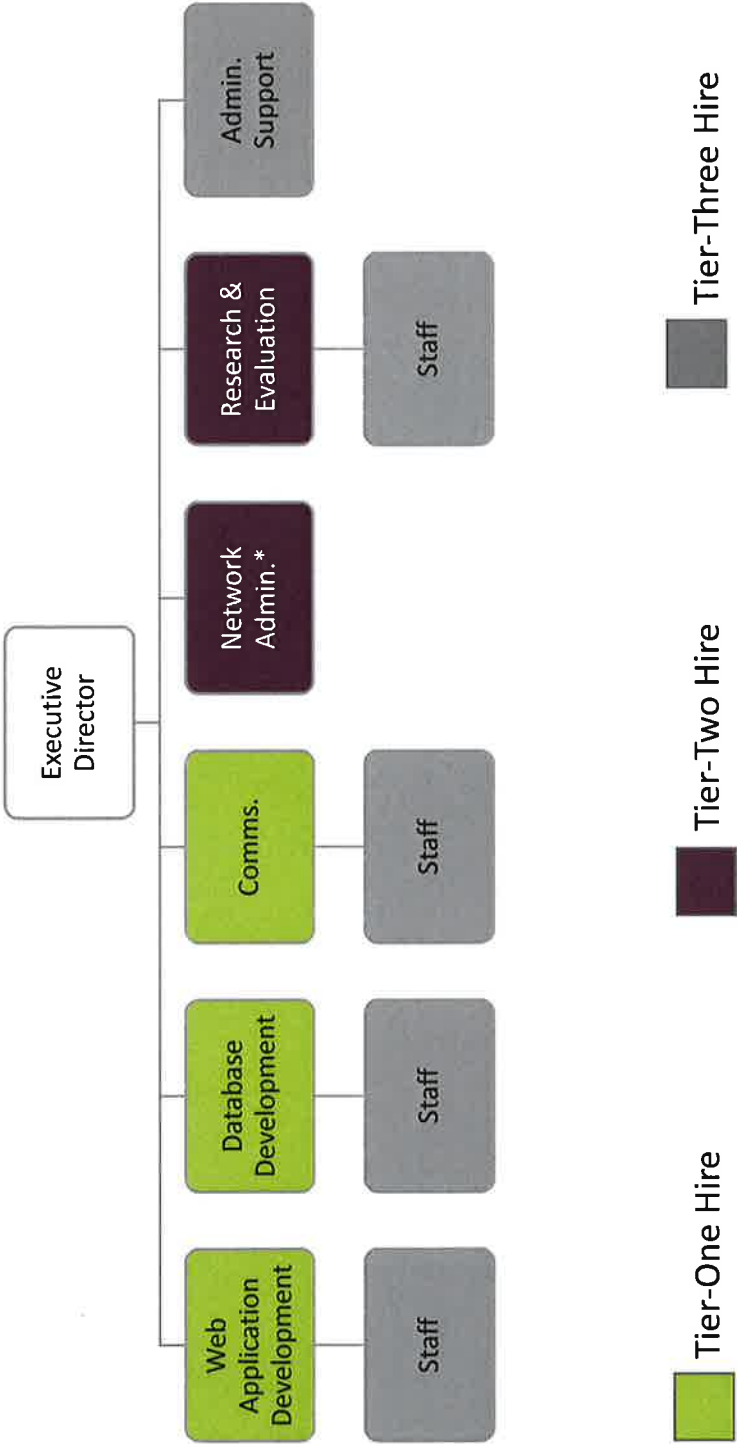


NSWERS Positions (cont.)

- Tier-Two Hires:
 - Research & Evaluation
 - Network Administration*
- Tier-Three Hires:
 - Line Staff
 - IT Web Development
 - Database Development
 - Research & Evaluation
 - Communications (Data Literacy)
 - Administrative Support



Organizational Structure (proposed)



SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into between the **Board of Regents of the University of Nebraska** ("University") and the **Nebraska Statewide Workforce and Educational Reporting System** ("NSWERS"), hereinafter referred to collectively as the Parties.

Recitals

A. NSWERS is a collaboration between the University, the Nebraska Department of Education, the Nebraska State College system, and the six Nebraska community colleges to enable seamless integration of data across educational and workforce systems, provide data literacy education and promote the use of this data to further evidence-based policy and practices across the educational systems of Nebraska.

B. NSWERS wants and needs the assistance of University personnel and services in the performance of certain functions and activities.

C. The University is willing to loan the use of its employees to assist in the performance of those functions and activities under the terms and conditions contained within this Agreement.

Terms

In consideration of the mutual promises and covenants set forth below and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. **Independent Contractor Status.** The University will provide the services specified within this Agreement to NSWERS. Those services may be performed by University employees who may be loaned to NSWERS to perform the services on site, as well as by other University employees who may perform services on behalf of NSWERS from other locations. The Parties acknowledge and agree that, throughout the period that these services are being performed, the University is providing those services as an independent contractor to NSWERS and that any University employees loaned to or performing services on behalf of NSWERS shall remain solely University employees. The Parties do not intend for any joint employment relationship to exist with regard to the University employees performing the services required under this Agreement and that ultimate control over those employees shall remain with the University. NSWERS, therefore, shall not be deemed an employer of any University employees performing services on its behalf.

2. **Services to be Provided.** The University will provide the following services to NSWERS: (a) payment processing and other accounting services, (b) tax, (c) purchasing, (d) compliance, (e) information technology, (f) human resources and benefits, and (g) payroll. In providing accounting services, the University will follow the same accounting processes and principles it uses for its own operations. NSWERS will provide an annual audit. When an audit is conducted by an independent accountant retained by NSWERS, the University employees performing services on behalf of NSWERS will fully cooperate with that accountant and will seek to facilitate the audit by assisting in the completion of any necessary working papers and reports to the extent permissible. The University also will promptly pay all bills due and payable by NSWERS that are

authorized under the budget and approved by NSWERS' Executive Council. The University will prepare, or have prepared, and file tax returns and other tax information with the approval of the Executive Council on behalf of NSWERS in accordance with all applicable schedules and deadlines. In purchasing supplies, office equipment, computer and telecommunications equipment, servers and other capital items as authorized under the budget and approved by NSWERS' Executive Council, the University will follow its own procurement policies and procedures. University employees providing information technology services to or on behalf of NSWERS will adhere to the University's policies and security standards.

3. **Loaned Employees.** The University will loan employees to NSWERS in a number sufficient to perform the services required under this Agreement and for such time and compensation as mutually agreed to by the University and NSWERS. The services of these loaned employees will be subject to all applicable federal and state employment laws, as well as the employment policies and practices of the University. The University reserves the right to modify or terminate the services being performed by any loaned employee upon providing ninety (90) calendar days' written notice to NSWERS.

(a) **Duties.** The duties expected of the loaned employees while performing services on behalf of NSWERS will be detailed in a position description prepared by the University and approved by NSWERS. NSWERS may assign duties to the loaned employees on a regular basis that are consistent with the position description and may require loaned employees to complete any training required by NSWERS and to adhere to its policies and rules. Loaned employees are expected to perform their services on behalf of NSWERS in a professional, competent, and diligent manner that conforms to the expected performance and conduct standards for both entities. Any misconduct or performance issues engaged in by a loaned employee while performing services on behalf of NSWERS should be reported to the University so that appropriate employment action may be taken in accordance with University policy.

(b) **Compensation.** Loaned employees shall be compensated by the University for the services performed on behalf of NSWERS in accordance with the University's payroll policies and practices. The University shall be responsible for withholding and reporting all necessary deductions from the loaned employees' compensation. NSWERS, therefore, will not be responsible for directly compensating any loaned employee. NSWERS will reimburse the University for such costs pursuant to paragraph 10(c).

(c) **Benefits.** Loaned employees shall be eligible to participate in the employee benefit plans offered by the University to its employees under the terms and conditions established from time-to-time for those plans. The University, therefore, will be solely responsible for providing health insurance and other benefits to the loaned employees. Loaned employees will not be expected to provide any services to NSWERS whenever they are on vacation, sick leave, or any other form of leave under the University's policies, and the University will not be expected to provide any substitute loaned employees during their absence. The Parties, however, will seek to coordinate the scheduling of vacations and other absences of the loaned employees in an effort to minimize any disruption to the services being provided to NSWERS.

(d) **Worker's Compensation.** The University will be responsible for complying with all applicable worker's compensation laws for the loaned employees and for the handling and payment of any worker's compensation claims brought by a loaned employee.

(e) **Other Terms and Conditions.** The other terms and conditions of employment for the loaned employees while they perform services on behalf of NSWERS will be governed by the terms contained within their appointment to the University, as well as within the University's Board of Regents Bylaws and Policies and the University's other employment policies and practices.

4. **Confidential Information.** Any University employee performing services on behalf of NSWERS may have access to NSWERS' confidential information, which is defined as any education records, business plans, strategies or other information belonging to NSWERS or relating to NSWERS' affairs, including without limitation all trade secrets, unpublished proprietary and other information of NSWERS, whether or not invented, discovered, developed, originated or created by a University employee, with respect to any business conducted or proposed to be conducted by NSWERS or any present or proposed services or programs of NSWERS and any and all records, data and information of NSWERS, including without limitation lists, supplier information, price lists, financial data, program development, and marketing plans or strategies. The University agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its governing regulations and with the terms set forth in this Agreement. The confidential information of NSWERS shall not include any information which enters or has entered the public domain through no fault of a University employee. NSWERS reserves the right to require any University employee at any time to deliver to it any materials in that employee's possession that contain or relate to NSWERS' confidential information. Throughout the time that they are providing services on behalf of NSWERS and at all times thereafter, the University's employees shall not disclose NSWERS' confidential information, either directly or indirectly, to any person or entity that is not part of NSWERS unless required to do so by law, unless absolutely necessary to fulfill their performance of services on behalf of NSWERS, or unless directed to do so by NSWERS' Executive Council. If any University employee receives a legal demand to disclose NSWERS' confidential information, including without limitation through an order of a court or administrative agency, a subpoena, or a valid public records request, that employee shall promptly notify the NSWERS' Executive Council as well as the University's Office of General Counsel.

5. **Intellectual Property.** All inventions, developments or improvements created by a University employee at any time during the course of performing services on behalf of NSWERS, either alone or in conjunction with others, that relate to the business in which NSWERS is engaged or in which NSWERS intends to engage, whether reduced to writing or practice during the term of the University employee's services, shall be subject to the University's intellectual property policies and the terms of any agreement between the University and the loaned employee. All copyrightable work created by a loaned employee during the course of performing services on behalf of NSWERS is intended to be "work made for hire" within the meaning of Section 101 of the Copyright Act of 1976, as amended, and shall be the property of the University.

6. **Conflicts of Interest.** University employees performing services on behalf of NSWERS will report any potential conflicts of interest to both the University's President, or his or her designee, and NSWERS' Executive Council.

7. **Indemnification.** If a loaned employee asserts an employment-based claim that is based on an act or omission committed solely by NSWERS and/or any of its affiliated entities (other than the University) during the course of the loaned employee's performance of services under this Agreement that results in a judicial award of damages against the University, NSWERS will indemnify the University for all actual, compensatory, and punitive damages included within that award, along with the reasonable attorneys' fees incurred by the University in defending against that claim. Similarly, if a loaned employee asserts an employment-based claim that is based on an act or omission committed solely by the University while the loaned employee is performing services of behalf of NSWERS that results in a judicial award of damages against NSWERS and/or any of its affiliated entities (other than the University), the University will indemnify NSWERS and any of those affiliated entities named in that judgment for all actual, compensatory and punitive damages included within that award, along with the reasonable attorneys' fees incurred by NSWERS and/or any of the affiliated entities in defending against that claim..

8. **Insurance.** Both NSWERS and the University shall separately carry, or be covered by, liability insurance, directors and officers insurance, and cyber insurance and any other insurance in such amounts and covering such risks as each reasonably believes is adequate for the conduct of their respective businesses.

9. **Lease.** NSWERS and the University will enter into a separate lease agreement regarding office space for NSWERS.

10. **Payment for Services to the University.** NSWERS will pay a fee and reimburse the University each month for providing the services required under this Agreement. The monies owed to the University will be based on the following:

(a) **Service Fee.** The University will charge NSWERS a monthly service fee that is equivalent to five percent (5%) of NSWERS' estimated budget for the fourth fiscal year divided by twelve. This fee may be adjusted through an amendment to this Agreement of the Parties at the beginning of the fourth fiscal year that this Agreement is in effect and in each subsequent fiscal year thereafter.

(b) **Lease Payments.** The University will charge NSWERS an agreed upon monthly fee for leasing University premises under a separate lease agreement.

(c) **Reimbursement of Labor Costs.** The University will establish a fee rate for each loaned employee who provides services on behalf of NSWERS under this Agreement, taking into consideration the compensation, insurance and benefit costs paid by the University for that employee. The University will share that rate with NSWERS in advance of the services being performed. This fee rate will be adjusted automatically for any change in the compensation or benefit costs incurred by the University for a loaned employee. The University will provide a statement to NSWERS verifying the hours of

service performed by each loaned employee on behalf of NSWERS during the preceding month and the fee rate associated with the performance of those services. The statement also will list any overtime work that was performed by any non-exempt loaned employees during the preceding month, for which NSWERS will be charged one and one-half times the normal rate for that loaned employee.

(d) **Reimbursement of Other Costs.** NSWERS shall reimburse the University for any other costs or expenses incurred by the University in providing the services required under this Agreement.

11. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is hand-delivered or upon the earlier of actual receipt or three (3) business days after it is deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, and addressed to the Party to whom it is to be given and to the Party's counsel as follows:

University:

President
The University of Nebraska
3835 Holdrege Street
Lincoln, Nebraska 68583

Office of the Vice President and General Counsel
The University of Nebraska
3835 Holdrege Street
Lincoln, Nebraska 68583
Attention: General Counsel

NSWERS:

President
c/o The University of Nebraska
3835 Holdrege Street
Lincoln, Nebraska 68583
Attention: President of NSWERS

Either Party may change the address required for the receipt of notices by notifying the other Party in writing in the manner described above.

12. **Duration.** This Agreement will become effective on the date that the Agreement is fully executed by all Parties and will remain in effect through June 30, 2021, unless terminated earlier in accordance with the terms of this Agreement. The Agreement, thereafter, will automatically renew for additional consecutive one (1) year renewal periods, unless either Party notifies the other of its intention not to renew the Agreement at least one hundred eighty (180) calendar in advance of the term's expiration. During any term of this Agreement, a Party may terminate the Agreement, with or without cause, upon one hundred eighty (180) calendar days' advance written notice to the other Party.

13. **Governing Law, Venue and Severability.** The laws of the State of Nebraska shall govern the validity, performance, and enforcement of this Agreement. Any dispute arising from or related to this Agreement shall be resolved in a court, administrative body, or other forum of competent jurisdiction located within the State of Nebraska. If any portion of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Agreement.

14. **Entire Agreement and Amendments.** With the exception of a lease agreement, this Agreement sets forth the entire agreement between the Parties relating to the provision of services and the loaning of employees by the University to NSWERS and supersedes all prior oral or written agreements, negotiations, discussions, or understandings concerning those subjects. The terms of this Agreement may only be altered, amended, waived, or modified through a written addendum or modification signed by authorized representatives of both the University and NSWERS. A waiver by any Party to a breach of this Agreement will not operate or be construed to be a waiver of any subsequent breach by any Party. In addition, except as expressly provided otherwise within this Agreement, no Party may assign any right or obligation created under this Agreement without the prior, written consent of the other Party. Because both Parties were afforded the opportunity to participate in the negotiation and drafting of this Agreement, this Agreement shall not be construed against any Party as the drafter of this Agreement. The recitals and the headings contained within this Agreement are for convenience only and are not intended to be substantive. This Agreement may be executed in one or more counterparts, and the counterparts will be construed together to constitute the fully executed Agreement. Any electronic or copied versions of this Agreement will be afforded the same effect as an original. The Parties agree that electronic or digital signatures will have the same effect as wet signatures and that the Parties, therefore, may execute this Agreement using an electronic signature process, such as DocuSign. Both Parties acknowledge that they understand each provision of this Agreement, are entering into this Agreement voluntarily, without duress, and are not relying upon any representations or statements by any representatives of the other Party that are not contained within this Agreement,

In witness of this Agreement, authorized representatives of each Party have executed it on the dates indicated below.

**BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA**

By Chris F. Kabourek

Printed Name: Christopher Kabourek

Title: Vice President for Business & Finance/CFO

Date: 8.26.2020

**NEBRASKA STATEWIDE WORKFORCE
AND EDUCATIONAL REPORTING
SYSTEM**

By Susan Fritz

Printed Name: Susan Fritz

Title: President

Date: 8/26/20

**NEBRASKA STATEWIDE WORKFORCE
AND EDUCATIONAL REPORTING
SYSTEM**

By 

Printed Name: Paul Turman

Title: Vice President

Date: 8-26-20

**NEBRASKA STATEWIDE WORKFORCE
AND EDUCATIONAL REPORTING
SYSTEM**

By 

Printed Name: Matthew Blomstedt

Title: Secretary-Treasurer

Date: 8/26/20

**NEBRASKA STATEWIDE WORKFORCE
AND EDUCATIONAL REPORTING
SYSTEM**

By 

Printed Name: Paul Illich

Title: Executive Council Member

Date: 8-26-2020