

Nebraska Statewide Workforce & Educational Reporting System (NSWERS)
Executive Council Business Meeting Notification and Agenda
October 27, 2021 • 1:30 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 the proposed NU-NSWERS service agreement and loaned employee agreement

7. ACTION ITEMS

7.1 Approve Minutes of the NSWERS Business Meeting July 28, 2021

7.2 The Executive Council will discuss, consider, and take all necessary action regarding agreements with the University of Nebraska for core and technical services and the provisions of loaned employees

7.3 Discuss, consider, and take all necessary action regarding the proposed NSWERS Information Agenda

7.4 Discuss, consider, and take all necessary action regarding the proposed data elements for NSWERS v1.0 data system

7.5 Discuss, consider, and take all necessary action regarding the procurement of additional cyber liability insurance and the delegation of authority to negotiate terms and enter into an agreement

7.6 Discuss, consider, and take all necessary action regarding contracting for technical consulting services and support for the development of NSWERS' data system and related IT web applications and the delegation of authority to negotiate terms and execute an agreement

8. **ADDITIONAL BUSINESS**

8.1 Discuss draft of the LB 1160 Legislative Report

9. **SPECIAL PRESENTATIONS AND DISCUSSIONS**

9.1 NSWERS Proof-of-Concept Data Project – 2011 High School Cohort

10. **INFORMATION ITEMS AND REPORTS**

10.1 Treasurer's Report

11. **ADJOURNMENT**

**Nebraska Statewide Workforce & Educational Reporting System (NSWERS)
Executive Council Business Meeting Notification and Agenda**

July 28, 2021 2:00 p.m.

Varner Hall Boardroom, 3832 Holdrege Street, Lincoln, NE 68583

AND

ZOOM: <https://nebraska.zoom.us/j/92128942261>

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 Ted Carter called the meeting to order at 2:00 p.m.

1.1 Roll Call

Roll Call showed the following NSWERS members in attendance personally:

President Ted Carter, President
Chancellor Paul Turman, Vice President
President Paul Illich, Member

The following member in attendance via ZOOM at approximately 2:18 p.m.

Commissioner Matthew Blomstedt, Secretary/Treasurer

1.2 Announcement of the placement of the Open Meetings Act information

President Carter announced that information regarding the Open Meetings Act is posted on the south wall in the Varner Hall Boardroom and 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 Chancellor Paul Turman, second by President Paul Illich.

President Paul Illich	Yea
Commissioner Matthew Blomstedt	Absent
Chancellor Paul Turman	Yea
President Ted Carter	Yea

4. EXECUTIVE DIRECTOR'S REPORT

Dr. Matthew Hastings, Executive Director, NSWERS made a presentation on behalf of himself and the Management Team. (See attached PowerPoint.)

Goal 1 – Establishing a Data System. Dr. Hastings reported that this goal is approximately 31% complete. The Legislative Report LB 1160 is due to the Legislature on December 1. A draft of the Report will be coming to the Executive Council at the October business meeting.

Dr. Hastings reported continued interest from funders, philanthropic partners, and friends/advocates about the work NSWERS is doing. He will continue to work building relationships and partnership opportunities. Dr. Hastings reported that he also provides/submit annual reports as requested by these entities.

Dr. Hastings provided an unaudited draft NSWERS Treasurer's Report and expects this to be a permanent report on the agenda beginning with the October Business meeting. NSWERS is closing this past fiscal year on August 5 and he will provide an updated report to Executive Council members.

Dr. Hastings and the Management Council continue the development and establishment of an Advisory Committee. There are approximately 20-30 members and first meeting is anticipated to be scheduled for September/October. Chancellor Turman asked if they could get a copy of the members, which Dr. Hastings will provide to each Executive Council member.

Dr. Hastings stated that Dr. Dean Folkers will be retiring from NDE and Deputy Commissioner Brian Halstead from NDE will be taking his place on the Management Team effectively immediately.

Dr. Hastings reported that one business item today is to consider a motion to authorize a submission of an audit waiver from the Nebraska State Auditor of Public Accounts while continuing to have private audits.

Dr. Hastings asserted that the current Cyber Liability Insurance will need to be revisited in a few months as the NSWERS warehouse is further developed and a better sense of scope and nature of the NSWER data enterprise is established. Currently the existing coverage is \$5 million for cyber liability and \$2 million in Public Official Liability.

Dr. Hastings states that NSWERS continues to hire and contract for services. A Research and Evaluation hire just became effective today, and interviews for Communications and

Applications Development are scheduled. Core services and loaned employee agreement drafts are currently under review by NU attorneys.

Dr. Hastings gave an update on the Proof of Concept (POC) data project. Data has been matched across education and workforce sectors and final edits are being made to animated visual and related analyses. Once in final format, Dr. Hastings will make these available to the Executive Council.

Dr. Hastings reported that even though data has been matched, there is an underestimated postsecondary matriculation. It was assumed that there would be no gaps from the National Clearinghouse, but there is. Instead of using the NDE ID number, and using SSN, there were more matches but also more unaccounted (3,000) than first thought and add the nuance of optional workforce reporting, technical challenges are emerging. Additional conversations are needed regarding the person identity resolution services challenges with establishing a more robust matching scheme to deal with broader set of identifying information. DOL will be involved with these conversations.

Chancellor Turman inquired would these conversations include the historical information or from this point forward. Dr. Hastings responded that that is the question to ask and consider. It would be easier to go forward if using NDE ID but would not be as easy using historical. Historical would be the challenge and probably preferred.

Dr. Hastings reminded the Council of the robust data security process in place. NSWERS, in cooperation with NU ITS, has classified all NSWERS data as high-risk data and as such appropriate security controls are in place.

Goal 2 – Evaluate Efficacy. Dr. Hastings reported that this goal is approximately 17% complete, it is further behind as this goal cannot go into play until the data system is established. The core Research and Evaluation staff positions are being posted, interviewed and hired (first hire [Assistant Director] to start August 23).

5. COMMITTEE REPORTS (none)

6. EXECUTIVE SESSION (none)

7. ACTION ITEMS

7.1 Approve Minutes of NSWERS business meeting, June 9, 2021.

Motion to approve the minutes of the June 9, 2021 NSWERS Business meeting passed with a motion by Chancellor Paul Turman, second by President Paul Illich.

President Ted Carter	Yea
Chancellor Paul Turman	Yea
Commissioner Matthew Blomstedt	Yea
President Paul Illich	Yea

7.2 Consider and take appropriate action related to the submission of an audit waiver request with the Auditor of Public Accounts for the previous fiscal year

Motion to Consider and take appropriate action related to the submission of an audit waiver request with the Auditor of Public Accounts for the previous fiscal year passed with a motion by President Paul Illich, second by Chancellor Paul Turman.

Chancellor Paul Turman	Yea
Commissioner Matthew Blomstedt	Yea
President Paul Illich	Yea
President Ted Carter	Yea

8. ADDITIONAL BUSINESS

9. SPECIAL PRESENTATIONS AND DISCUSSIONS

10. INFORMATION ITEMS AND REPORT

11. ADJOURNMENT

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

President Ted Carter	Yea
Chancellor Paul Turman	Yea
Commissioner Matthew Blomstedt	Yea
President Paul Illich	Yea

President Carter adjourned the meeting at 2:26 p.m.

A NSWERS Executive Council Meeting will be held on Wednesday, October 27, 2021 at a time and place to be determined.

CORE SERVICES AGREEMENT

This Core Services 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 an entity created pursuant to an interlocal cooperation agreement between the Nebraska State Board of Education, the Board of Regents of the University of Nebraska, the Board of Trustees of the Nebraska State Colleges, and the Board of Governors of each of 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 the University in the performance of certain functions and activities.

C. The University is willing 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. 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 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 any 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. **Core Services to be Provided.** The University will provide the following services to NSWERS:

- (a) Payment processing and other accounting services. The University will provide payment processing services and routine accounting services to NSWERS. In providing accounting services, the University will follow the same accounting processes and principles it uses for its own operations.
- (b) Audit support. For the 2021-2022 fiscal year and each fiscal year thereafter, NSWERS will provide for an annual audit by an independent accountant. The University 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 as directed by NSWERS.
- (c) Tax returns. 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.
- (d) Data hosting. The University will provide cloud-based data storage, security, and IT

services in support of NSWERS, as described more fully in Exhibit A which is attached hereto and incorporated herein by reference ("Data Hosting Services"), and any other exhibit defining a scope of work for Data Hosting Services mutually agreed to by the parties at a later date.

- 3. Confidential Information.** The University may have access to NSWERS' Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean NSWERS Data (as defined below) and 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. Confidential information shall also mean any information and data that alone or in combination is personally identifiable or attributable to an individual person. 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. Throughout the time that they are providing services on behalf of NSWERS and at all times thereafter, the University shall not disclose NSWERS' Confidential Information, either directly or indirectly, to any person or entity that is not part of NSWERS unless: (i) required to do so by law; (ii) absolutely necessary to fulfill its performance of services on behalf of NSWERS; or (iii) directed to do so by NSWERS' Executive Council or Executive Director. At all times during the term of this Agreement, and at any time thereafter that the University retains access to Confidential Information disclosed by NSWERS, the University agrees to use the same degree of care it uses to protect its own confidential information and to ensure that Confidential Information is not disclosed to any party without the express, written authorization of NSWERS. At any time, and at the sole direction of and discretion of NSWERS, the University agrees to destroy or return to NSWERS any Confidential Information. Within one year of the date of termination of this Agreement, the University agrees to permanently destroy any remaining Confidential Information disclosed by NSWERS, unless the retention of such Confidential Information is required by law or otherwise agreed to in writing by NSWERS. The obligations of this paragraph do not apply to the University's confidential information that is disclosed to NSWERS pursuant to the Partner Data-Sharing Agreement dated _____; information that is independently known, obtained or discovered by the University; information that is required to be disclosed by law; or information that is hereafter supplied to the University by a third party without restriction. If the University 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, the University shall promptly notify the NSWERS' Executive Council as well as the University's Office of General Counsel.
- 4. Breach Notification:** The Parties agree to comply with all applicable laws requiring notification of individuals in the event of unauthorized access to Confidential Information (including NSWERS Data). The Parties agree and acknowledge that the University shall be entitled to direct and control the response regarding any data security incident that requires notification to affected individuals. The Parties agree to cooperate to reasonably respond to a data security incident immediately upon

discovery.

5. **NSWERS Data.** Unless the Parties agree otherwise, NSWERS Data for the purposes of this Agreement is the Proof of Concept Project Data as described in Exhibit A and any other exhibit defining a scope of work for Data Hosting Services mutually agreed to by the parties at a later date, and includes University data. To the extent NSWERS Data is received by the University, it will be maintained separately from all other records maintained by the University. The University will restrict access to the NSWERS Data to only those University employees with a need to know the information. In no event shall NSWERS Data be used or accessed for the benefit of any individual, entity, institution, program, or organization other than NSWERS.
6. **Intellectual Property.** All inventions, developments or improvements created by the University at any time during the course of performing the services identified in this Agreement 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's services, shall be the property of NSWERS. All copyrightable work created by a University 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 NSWERS. The University and any University Employee providing services to NSWERS pursuant to this agreement also hereby waives any and all claims it may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the use, results and/or proceeds of the work product resulting from this agreement. This provision shall survive the termination of this Agreement.
7. **Conflicts of Interest.** University employees performing services pursuant to this Agreement 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.
8. **Indemnification.** If a University 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 University 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 University employee asserts an employment-based claim that is based on an act or omission committed solely by the University while the University 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. The parties agree these indemnification obligations apply only to the extent permissible under law, including laws providing for the sovereign immunity of government entities, and that obligations contained within this section shall survive the termination of this Agreement.
9. **Insurance.**
 - (a) 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.
 - (b) The University agrees to purchase and maintain throughout the term of this Agreement and for a minimum of two (2) years after this agreement ends coverage for network

security/data protection/cyber liability insurance with a minimum limit of \$10 million each claim and in the aggregate. Covered incidents shall include: breach of security and breach of security/privacy laws, rules or regulations, now or hereinafter constituted or amended; and data theft, damage, unauthorized disclosure, destruction, or corruption, including unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential information in whatever form. Coverage benefits shall include privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services). Cyber liability coverage will be on a claims-made basis with a retrospective date the earlier of the date of this Addendum or prior to any data being hosted on the University's network. The policy must provide worldwide coverage. If the services under this Addendum are performed by an independent contractor, then the requirements of this paragraph are to be satisfied through the University and the independent contractor(s) each purchasing and maintaining such insurance and providing evidence of such coverage to NSWERS.

- (c) NSWERS agrees to waive all right of recovery against the University, its engineers, architects or consultants, or the University's Regents, officers, directors, members, partners, employees or agents for information technology services the University provides to or on behalf of NSWERS. NSWERS further agrees all insurance coverage(s) NSWERS purchases shall contain a provision or endorsement that in the event of payment of any loss or damage, the insurers will have no rights of recovery against the University.

10. Lease. NSWERS and the University may enter into a separate lease agreement regarding office space for NSWERS. Any monthly rent due to the University will be addressed in the lease. **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. These costs may be automatically assessed by the University against NSWERS cost object account with the University. The monies owed to the University will be based on the following:

- (a) **Service Fee.** The University will charge NSWERS a monthly service fee of \$7,048.97. This fee may be adjusted through an amendment to this Agreement of the Parties.
- (b) **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, including the costs incurred in providing the Data Hosting Services.

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 for one year after that date, unless terminated earlier in accordance with the terms of this Agreement. The Agreement, thereafter, will automatically renew for one (1) additional one (1) year renewal period, unless either Party notifies the other of its intention not to renew the Agreement at least one hundred eighty (180) calendar days in advance of the term's expiration. The Agreement shall not automatically renew thereafter without a signed, written agreement between the Parties. 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. During any term of this Agreement, the Agreement may be terminated by either party (a) upon five (5) day's written notice if the other party has engaged in fraud, gross negligence or intentional violation of the law, or (b) upon thirty (30) day's written notice if the other party breaches a material term of this Agreement, and such deficiency or breach has not been cured within the 30-day notice period.

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. This Agreement sets forth the entire agreement between the Parties relating to the provision of the core services identified above and supersedes all prior oral or written agreements, negotiations, discussions, or understandings concerning those services. 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 acknowledges 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: _____

Printed Name: _____

Title: _____

Date: _____

NEBRASKA STATEWIDE WORKFORCE AND EDUCATIONAL REPORTING SYSTEM

By: _____

Printed Name: _____

Title: _____

Date: _____

NEBRASKA STATEWIDE WORKFORCE AND EDUCATIONAL REPORTING SYSTEM

By: _____

Printed Name: _____

Title: _____

Date: _____

NEBRASKA STATEWIDE WORKFORCE AND EDUCATIONAL REPORTING SYSTEM

By: _____

Printed Name: _____

Title: _____

Date: _____

NEBRASKA STATEWIDE WORKFORCE AND EDUCATIONAL REPORTING SYSTEM

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

NSWERS Data Storage, Security and IT Services For Proof of Concept (POC) Project Statement of Work

Introduction

The Nebraska Statewide Workforce and Educational Reporting System (NSWERS) is a P-20W longitudinal data system designed to provide information about students in the Nebraska educational system from preschool through post-graduate degree attainment and entry into the workforce. NSWERS is a collaboration among the University of Nebraska, the Nebraska Department of Education, the Nebraska State College system, the six Nebraska community colleges (the “NSWERS partners”) in affiliation with the Nebraska Department of Labor.

NSWERS aspires to create a data-informed decision culture that supports successful pathways of learning and earning for the people of Nebraska. Further, NSWERS exists to integrate and organize Nebraska’s education and workforce data to inform decision making. A prior stakeholder engagement activity identified 13 initial use cases for the NSWERS Data System, of which the following two use cases were deemed the highest priority:

1. Track workforce outcomes by school and institution based on job placement—location (in-state/out-of-state), region (rural/urban), field of study/field of position, skills required, etc. — to better align education supply with labor demand and identify existing gaps.
2. Provide workforce outcomes data to feeder postsecondary institutions to drive program and educator improvement.

This effort represents a first step, proof of concept (POC) designed to provide examples for the types of use cases that NSWERS will ultimately be able to answer.

Scope

The scope of this effort is to provide cloud-based data storage, security, and IT services in support of the NSWERS POC project. The POC project includes data mart structures and animated visualizations analyzing ten years of transitions for the high school graduating cohort of 2011 into postsecondary schools and into the workforce (approximately 25,000 records). The sources for the data are:

- **Nebraska Department of Education (K-12 data):** demographic and high school outcome data for the 2011 graduating class.
- **Nebraska Department of Education (National Student Clearinghouse data):** postsecondary enrollment, transfer, persistence, and completion data across 3,600 institutions nationally, including public, private, for-profit, international, career, and technical institutions.
- **Nebraska Postsecondary Data:** enrollment and completion data submitted by the University of Nebraska System, the Nebraska State College System, and Nebraska community colleges.
- **Nebraska Department of Labor:** employment, industry, and wage data for workforce participants within Nebraska.

NSWERS will coordinate data collection from the partner/affiliate entities, including identifiers necessary to complete matching across sources, following established processes for matching data. The identifying information of the 2011 cohort is generated by NDE and provided to the other data owning partners.

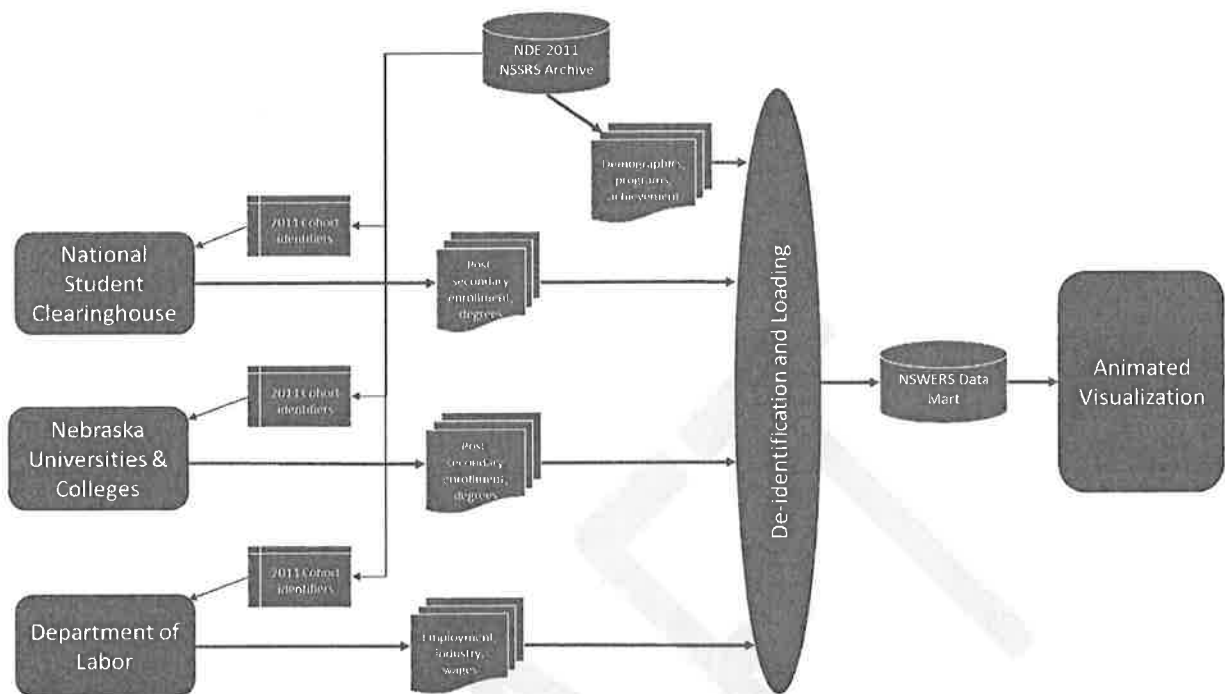
Technical Approach

While the scope of the effort is focused on the development of a data visualization application, the technical approach will look forward, taking a meaningful step towards broader NSWERS Data System implementation, as follows:

- The effort will produce a cloud-based solution that allows for an easy and seamless transition to NSWERS.
- The effort will produce a dimensional data mart that is representative of a future, complete NSWERS data warehouse that can be easily integrated into the future NSWERS system.
- Similarly, the system will reflect a keen attention to security:
 - The system will leverage the advanced security mechanisms provided by the Azure cloud.
 - The raw, granular (student-level) identified data received from the sources will be separated from the data mart that drives a public visualization.
 - The data mart will be de-identified, removing personally identifiable information (PII), if any is received from the sources.
 - The data mart will not store the NDE student ID, but records will instead be replaced with a random string of characters (called a token) that has no meaningful value if breached.
- The data visualization will use an open-source software library, enhancing its sustainability and the ease of future transition to NSWERS.

NU ITS will act as an authorized agent of NSWERS in supporting the storage, security and IT infrastructure for the POC project. NSWERS will formally grant NU ITS access to data, as appropriate to this effort, in accordance with the Family Educational Rights and Privacy Act (FERPA) and other applicable federal and state statutes and policies.

The technical approach is depicted in the figure below. Datasets are received from the four data sources identified above. The data sets for the cohort are matched and de-identified into a data mart.



An animated visualization will be developed to show the transitions the students made after high school to post-secondary institutions and into the workforce based upon developed research questions. Since we will be inventing a new visualization for observing post-secondary and workforce transitions, the activity will be highly iterative and collaborative with NSWERS.

Technical Specifications

What follows are the minimum specifications required for the Azure cloud-based environment provided by NU ITS to NSWERS for purposes of the POC project:

- **One DevOps Account:**
 - To configure CI/CD
- **Three Azure App Services - Web Apps:**
 - Development, Staging, Production
- **Runtime Stack:**
 - .NET Core 3.1 (LTS)
- **Operating System:**
 - Windows preferred, but Linux possible
- **App Service Plan:**
 - P3v2 Minimum for production
 - P2v2 minimum for development and staging
- **Two SQL Database Servers:**
 - One for the Production DBs and another one for both Dev and Staging DBs

- Administrative account credentials for both servers
- **SQL Database Service Tier:**
 - Standard S0 works for Dev and Staging DBs
 - Minimum Standard S3 for the production DB
- **DB User Account for each of the DBs:**
 - These will be used in the Web Application's connection strings
- **9 SFTP Sites and Corresponding Credentials:**
 - 1 for the Nebraska Department of Education
 - 8 for each of the postsecondary institutions
 - 1 for the Nebraska Department of Labor
- **Access to the files shares or containers where the SFTP files will be stored**

The following accounts should have proper access to the Azure portal and dev-ops:

- emilio@onestudent.onmicrosoft.com
- kristen@onestudent.onmicrosoft.com
- ricardo@student1.org

Responsibility Matrix

What follows is a shared responsibility matrix (RACI Chart) that assigns roles and responsibilities for each of the major tasks associated with the NSWERS POC project between NU ITS and NSWERS.

[R] = Person responsible for the task – completes the task

[A] = Person accountable for the task – delegates work (only one per tasks)

[C] = Consulted – Engaged to provide input

[I] = Informed – informed of progress

Task	NSWERS/ Student Teams	ITS Systems Hosting/Clo ud Services	Kevin Murphy	ITS Systems Windows OS/DB	ITS Systems Enterprise Applications	ITS Network Services	ITS Security Operations	ITS Security Engineering	ES/EDS (Data)
DB Server Availability		[R]	[A]	[R]					[I]
Web Servers Availability		[R]	[A]	[R]					[I]
Data & Application Backups		[R]	[A]						[C] [I]
Data at Rest Security		[R]		[R]				[R] [C] [I]	[I]
File Storage Configuration & Availability		[R]	[A]	[R]				[C]	[I]
FTP Sites Configuration & Availability		[R]	[A]	[R]				[C]	[I]
DevOps Account Creation		[R]	[A]					[C]	
Billing		[R]	[A]						
Monitoring		[R]			[A]		[C]		
Azure Native Firewall		[R]					[A] [C]	[C]	[I]
Web Application Firewall		[R]						[R] [A] [C]	[I]
Web Application Scanning								[R] [A] [C]	[I]
Azure Network Architecture/Configuration		[R]	[A]			[R]	[C]	[I]	[I]
Database Configuration	[R]	[I]		[A]					[I]
Application Configuration	[R] [A]	[I]						[I]	[I]
Application Development	[R] [A]							[I]	[I]
Application Deployments	[R] [A]	[I]						[I]	[I]
Database Development	[R] [A]								[I]
Database Deployments	[R] [A]	[I]		[I]					[I]
Application Security	[R]	[C] [I]					[I]	[R] [C]	[I]
Database Security	[R]	[C] [I]		[I]			[I]	[C]	[I]
DevOps CI/CD Configuration	[R] [A]				[I]			[I]	[I]

The effort is scoped to start as soon as all relevant terms are met.

Estimated Costs and Schedule

The effort is proposed as month-to-month arrangement based upon the following one-time set-up fees and estimated monthly expenses, with the fees assessed to NSWERS as they are incurred.

Estimated Monthly Services Fees	Cost
Development Application Service	\$292
Staging Application Service	\$292
Production Application Service	\$584
Development/Staging Database	\$15
Production Database	\$148
SFTP Service	\$100
SFTP Storage (500 GB)	\$15
Logs (10 GB)	\$35
Web Application Firewall	\$100

Azure Defender	\$75
Estimated Total	\$1,656

LOANED SERVICES AGREEMENT

This Loaned Services 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”), collectively referred to as the Parties.

Recitals

A. NSWERS is an administrative entity created pursuant to an interlocal cooperation agreement between the Nebraska State Board of Education, the Board of Regents of the University of Nebraska, the Board of Trustees of the Nebraska State Colleges (State Colleges), and each of the six Nebraska Community Colleges (Central, Mid-Plains, Metropolitan, Northeast, Southeast, and Western) 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. The parties to the interlocal agreement have granted NSWERS the authority to employ, or contract for, individuals to perform its functions and services.

C. NSWERS wants to contract with the University to have an individual employed by the University perform certain specified duties and functions on its behalf.

D. The University is willing to loan the use of one of its employees to perform those duties and functions 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. **Loaned Services.** The University shall loan to NSWERS the services of one regular, full-time (1.0 FTE) employee who possesses the requisite skills, training, and temperament to successfully perform the duties and functions specified within Attachment A. NSWERS, through its Executive Council or the Executive Council’s designee, may direct and assign duties to the loaned employee on a regular basis that are consistent with the duties and functions listed in Attachment A and may require the loaned employee to complete any training required by NSWERS and to adhere to its policies and rules. NSWERS also will be expected to provide the loaned employee with the necessary staff support, equipment, and facilities to be able to perform the duties and functions set forth in Attachment A. The loaned employee is expected to perform his or her 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 the 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.

2. **NSWERS Approval.** The University will invite the Executive Council of NSWERS or the Executive Council’s designee to participate and offer input throughout the hiring process of any employee who is being hired by the University to serve as the loaned employee under this Agreement, although the final hiring decision will be left to the University. Any employee selected by the University to serve as the loaned employee under this Agreement must be approved by NSWERS’ Executive Council or the Executive Council’s designee. NSWERS reserves the right to require the University, upon written demand, to remove a loaned employee and promptly replace that individual with another loaned employee.

3. **No Joint Employment Relationship.** The University shall remain the sole employer of the loaned employee notwithstanding any services that the loaned employee may perform on behalf of NSWERS. Accordingly, the University shall make all decisions relating to the loaned employee's employment, shall be solely responsible for compensating the loaned employee for his or her work, and shall be solely responsible for offering the loaned employee any employee benefits. The University also shall be solely liable and responsible for any employment related claims brought by the loaned employee, including any discrimination, wage and hour, unemployment compensation, or worker's compensation claims. NSWERS simply is leasing certain defined services from the University and is not assuming responsibility over any aspect of the loaned employee's employment. As such, no joint employment relationship is created through NSWERS's use of the loaned employee's services.

4. **Duration.** This Agreement will become effective on the date that the Agreement is fully executed by all Parties and will remain in effect for an initial period of one (1) year, unless terminated earlier in accordance with the terms of this Agreement. The Agreement, thereafter, will automatically renew for an additional one (1) year renewal period, unless either Party notifies the other of its intention to not renew the Agreement at least sixty (60) calendar days in advance of the term's expiration. The Agreement will not automatically renew after the first renewal period unless otherwise agreed to in writing by the Parties. If a Party breaches a material term of this Agreement, the other Party may terminate the Agreement prior to the end of its stated term by informing the breaching Party in writing of its intention to terminate the Agreement if the breach is not cured within thirty (30) calendar days. NSWERS reserves the right to automatically terminate this Agreement if the loaned employee engages in unlawful conduct or behavior while performing services on its behalf. The University, in turn, reserves the right to automatically terminate this Agreement if NSWERS engages in unlawful conduct towards the loaned employee or directs the employee to engage in unlawful conduct.

5. **Payment for Services.** The University will establish a fee rate for the employee being loaned to NSWERS, taking into consideration the compensation 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 for approval. This fee rate will be adjusted automatically for any change in the compensation or benefit costs incurred by the University for the loaned employee. NSWERS also shall reimburse the University for any other costs or expenses incurred by the University in providing the services required under this Agreement.

6. **Ownership of Work Product and Intellectual Property Rights.** All inventions, developments, or improvements created by a University employee at any time during the course of performing the services identified in this Agreement 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 the property of NSWERS. All copyrightable work created by a University 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 NSWERS. The University and any University Employee providing services to NSWERS pursuant to this agreement also hereby waives any and all claims it may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the use, results and/or proceeds of the work product resulting from this agreement. This provision shall survive the termination of this Agreement.

7. **Conflicts of Interest.** The loaned 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 or the Executive Council's designee.

8. **Indemnification.** If a University 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 University 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 University employee asserts an employment-based claim that is based on an act or omission committed solely by the University while the University 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. The parties agree these indemnification obligations apply only to the extent permissible under law, including laws providing for the sovereign immunity of government entities, and that obligations contained within this paragraph shall survive the termination of this Agreement.

9. **Non-Discrimination.** In carrying out their respective duties and obligations under this Agreement, neither Party shall discriminate against any applicant or employee based on any characteristic of that individual that is deemed protected under any applicable federal, state, or local laws, including without limitation any discrimination based on the individual's race, color, national origin, religion, sex, sexual orientation, gender identity, age, disability, marital status, veteran status, or genetic information.

10. **Audits.** The University will cooperate with any auditors retained by NSWERS to audit NSWERS's financial records or accounts, including any records relating to NSWERS's personnel or other staffing costs.

11. **Notices.** All notices required under this Agreement shall be in writing and shall be served either personally, by facsimile, or by registered or certified mail to the following individuals at the addresses or the facsimile number set forth below or at such other addresses or facsimile numbers designated in writing by the Parties. The notice will be deemed effective on the date that the notice is personally delivered or faxed to the other Party, or on the third business day after the notice is deposited in the United States mail with proper postage for first class registered or certified mail, return receipt requested.

To NSWERS:

Jordan Johnson
KSB School Law, PC, LLO
301 S. 13th Street, Suite 210
Lincoln, Nebraska 68508
(402) 804-8000

To the University:

Stacia L. Palser
Vice President and General Counsel
University of Nebraska
3835 Holdrege Street
Lincoln, Nebraska 68583
(402) 472-1201

12. **Governing Law, Venue and Severability.** The laws of the State of Nebraska shall govern the validity, performance, and enforcement of this Agreement. Any action brought to enforce this Agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended. If any portion of this Agreement shall be 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.

13. **Entire Agreement and Amendments.** This Agreement sets forth the entire agreement between the Parties relating to the loaned employee services to be provided by the University to NSWERS and supersedes all prior oral or written agreements, negotiations, discussions, or understandings concerning those services. 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 NSWERS and the University. In addition, no Party may assign any right or obligation created under this Agreement without the prior, written consent of the other Party. The employee being loaned to NSWERS pursuant to this Agreement shall not be deemed a third-party beneficiary to this Agreement and shall not have any enforceable rights under this Agreement. 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 have not relied 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**

**NEBRASKA STATEWIDE WORKFORCE
AND EDUCATIONAL REPORTING
SYSTEM**

By _____

By _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A

Services to be Performed by the Loaned Employee

A. Assistant Director

1. Database/ETL Development

- a. Develops conceptual, logical, and physical data models using relational and dimensional data modeling techniques.
- b. Performs Extract, Transform, and Load (ETL) procedures from source Excel, Flat file, Oracle, and other data structures to MS SQL Server using SSIS and other ETL services.
- c. Executes processes for data modeling, data warehousing, database programming, job scheduling, and creating ETL package dependencies.
- d. Designs and implement processes for data replication, clustering, and load balancing.
- e. Determines database structural requirements by analyzing operations, applications, and programming; reviewing objectives with clients; evaluating current systems.
- f. Develops database solutions by designing proposed systems, defining database physical structures and functional capabilities, security, back-up, and recovery specifications.
- g. Installs database systems by developing flowcharts; applying optimum access techniques; coordinating installation actions and related documentation.
- h. Maintains database performance by identifying and resolving production and application development problems; calculating optimum values for parameters; evaluating, integrating, and installing new releases; completing maintenance; answering user questions.
- i. Provides database support by coding utilities, responding to user questions, and resolving problems.

2. Operations & Administration

- a. Analyzes complex business needs presented by the user community and/or clients and recommends technical solutions. Approving all business requirements prior to the technical implementation.
- b. Ensures the consistency and maintainability of data structures by creating, maintaining, and enforcing standards/procedures for implementing technical solutions.
- c. Directs operations in executing production tasks according to a documented schedule that meets or exceeds customer expectations.
- d. Produces detailed timeline for data structure release and implements effective project control by monitoring the progress of production release and reporting the status.
- e. Reviews all designs, code, and test plans where applicable.
- f. Participates on all hardware and software evaluations and maintains vendor contracts.
- g. Represents the database function at customer review meeting when appropriate.

- h. Performs liaison duties between users, operations, and programming personnel in the areas of systems design, modifications or trouble shooting.
 - i. Directs implementation and execution of new/upgraded data systems via well-defined plans including procedures, deadlines, and accountability.
 - j. Evaluates and implements data structure procedures and equipment for maximum efficiency and cost containment.
 - k. Ensures users/customers are provided professional, courteous, and timely support and service.
 - l. Develops and maintains technical documentation for data structures.
 - m. Develops, selects, and conducts user training on an as-needed basis.
3. Leadership/Professional Accountability
- a. Stays abreast of technology trends and regulations to ensure effectiveness and data compliance.
 - b. Recommends and plans information technology to support and meet organization objectives using the latest industry-standard technology and practice.
 - c. Performs other related duties as assigned by management.

NSWERS INFORMATION AGENDA SUMMARY



Education



OUTCOMES

EXPLORE

DESCRIBE

EXPLAIN

PREDICT

FORECAST

SIMULATE

High School Graduation	<p>What is already known about the outcome? How is it best measured? Is the data already collected and accessible? If applicable, what proxy variables might be utilized or estimated?</p>	<p>What are the summary characteristics of the outcome?</p>	<p>How is the outcome influenced by or related to other factors? How does that influence differ when accounting for additional variables?</p>	<p>What is the probability of the outcome occurring? What is the most/least likely outcome? How does this probability differ when accounting for additional variables?</p>	<p>What is the probability of the outcome projected over the next 3-5 years?</p>	<p>How do simulated changes affect the probability of the outcome? What set of conditions optimize the probability of the outcome?</p>
College Going						
Postsecondary Persistence						
Postsecondary Graduation						

NSWERS INFORMATION AGENDA SUMMARY



Workforce



OUTCOMES

EXPLORE

DESCRIBE

EXPLAIN

PREDICT

FORECAST

SIMULATE

Time to Employment	<p>What is already known about the outcome? How is it best measured? Is the data already collected and accessible? If applicable, what proxy variables might be utilized or estimated?</p>	<p>What are the summary characteristics of the outcome?</p>	<p>How is the outcome influenced by or related to other factors? How does that influence differ when accounting for additional variables?</p>	<p>What is the probability of the outcome occurring? What is the most/least likely outcome? How does this probability differ when accounting for additional variables?</p>	<p>What is the probability of the outcome projected over the next 3-5 years?</p>	<p>How do simulated changes affect the probability of the outcome? What set of conditions optimize the probability of the outcome?</p>
Employment Gap						
Industry Placement						
Industry Location						



NSWERS

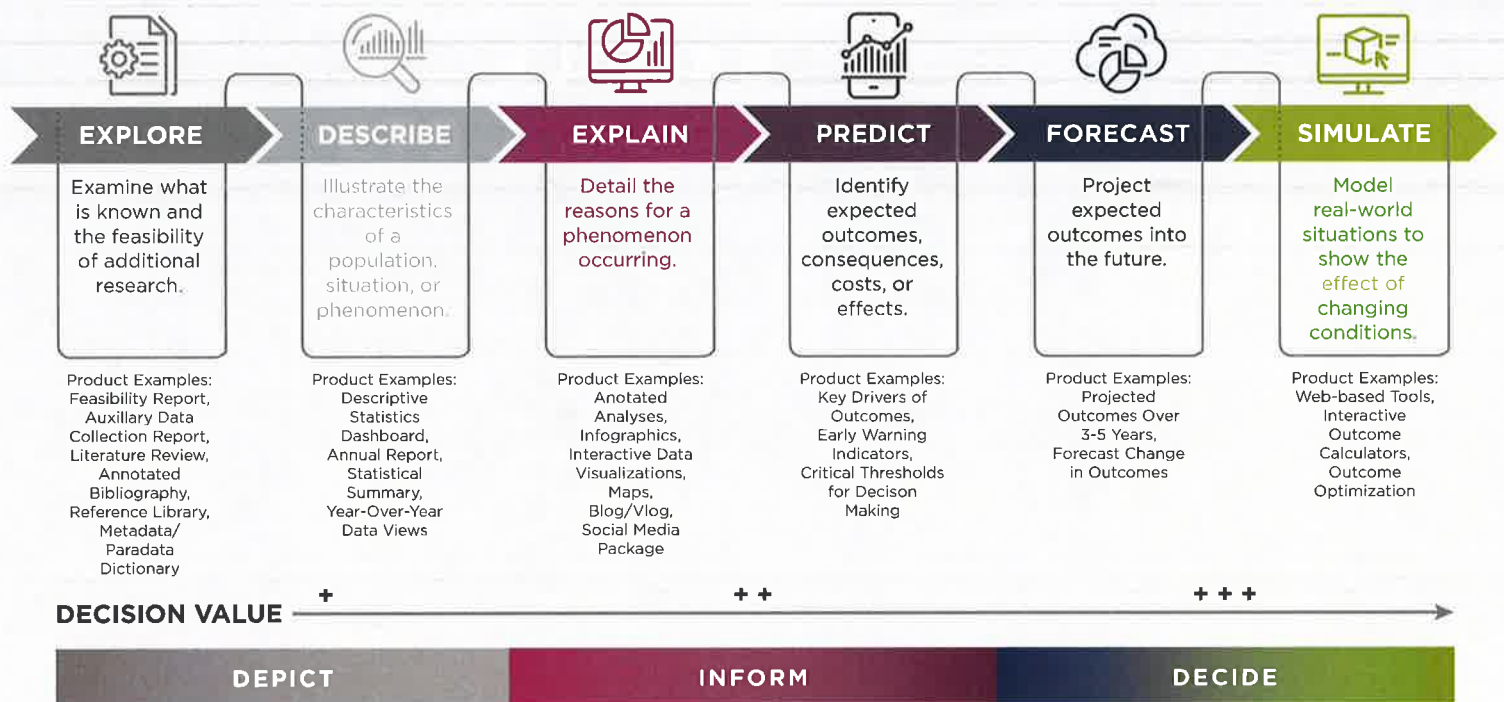
SAMPLE DATA PRODUCTS

...to inform decisions



NSWERS STAGES OF ANALYSIS

Strategically designed to embody a modern, flexible, scalable analytic approach.





EXPLORE

What is already known
about time to
employment?

How is it best measured?

Is the data already
collected and accessible?

If applicable, what proxy
variables might be
utilized or estimated?

Time to Employment

ANNOTATED BIBLIOGRAPHY

Adelman, C. 2006. *The Toolbox Revisited: Paths to Degree Completion from High School Through College*. U.S. Department of Education. (The Oregon Diploma).

The Toolbox Revisited project follows a nationally representative cohort of students from high school through postsecondary education and seeks to determine what aspects of a student's formal education contribute to bachelor's degree completion by their mid-20s. This cohort included students who began their postsecondary education at two-year and four-year institutions. The study finds that, for students in the study cohort, the most important factor in predicting bachelor's degree completion is the intensity of the student's high school curriculum.

Closing the Expectations Gap 2006. (February 2006). American Diploma Project Network. Washington, DC: Achieve, Inc. (Minnesota Campus Connect).

This report examines the gap between the skills many students have when they leave high school, and the entry level requirements success in higher education or the work force. A summit in 2005 sponsored by the National Governors Association brought together governors and leaders in education to discuss how high schools can better prepare students for college level work, especially as our nation's demographics are changing. In response, a survey was sent to 50 states to understand how these states work to align high school graduation requirements with college admissions requirements. Students who are better prepared academically for the demands of college were found to be more likely to persist and obtain a post-secondary degree. Through the American Diploma Project, 22 states are bringing together governors, state education officials, business executives and higher education leaders to raise high school standards, strengthen the rigor of curriculum and assessments, and align college expectations with high school graduation requirements to ensure that high schools are graduating students who will succeed in college and/or the workforce.

Complete College America. (2012, Winter). *Guided pathways to success: Boosting college completion*. Retrieved from <https://files.eric.ed.gov/fulltext/ED594314.pdf>; <https://completecollege.org/wpcontent/uploads/2017/11/GPS-BOOKLET-06-14-FINAL.pdf> (Center for Community College Student Engagement).

This resource serves as a guide to states and institutions interested in implementing the organization's Guided Pathways to Success (GPS) program. GPS is built upon the foundational belief that to improve persistence and completion rates, students must have more information to make informed enrollment decisions, and they must receive continuing support and guidance throughout their program. The GPS program recommends that institutions couple proactive and intrusive advising with pre-determined academic plans, intentional course sequencing, embedded developmental education, mandatory attendance, and innovative scheduling options.

Dounay, J. 2006. *Ensuring Rigor in the High School Curriculum: What States are Doing*. Education Commission of the States. (<https://www.ecs.org/clearinghouse/66/67/6667.pdf>).

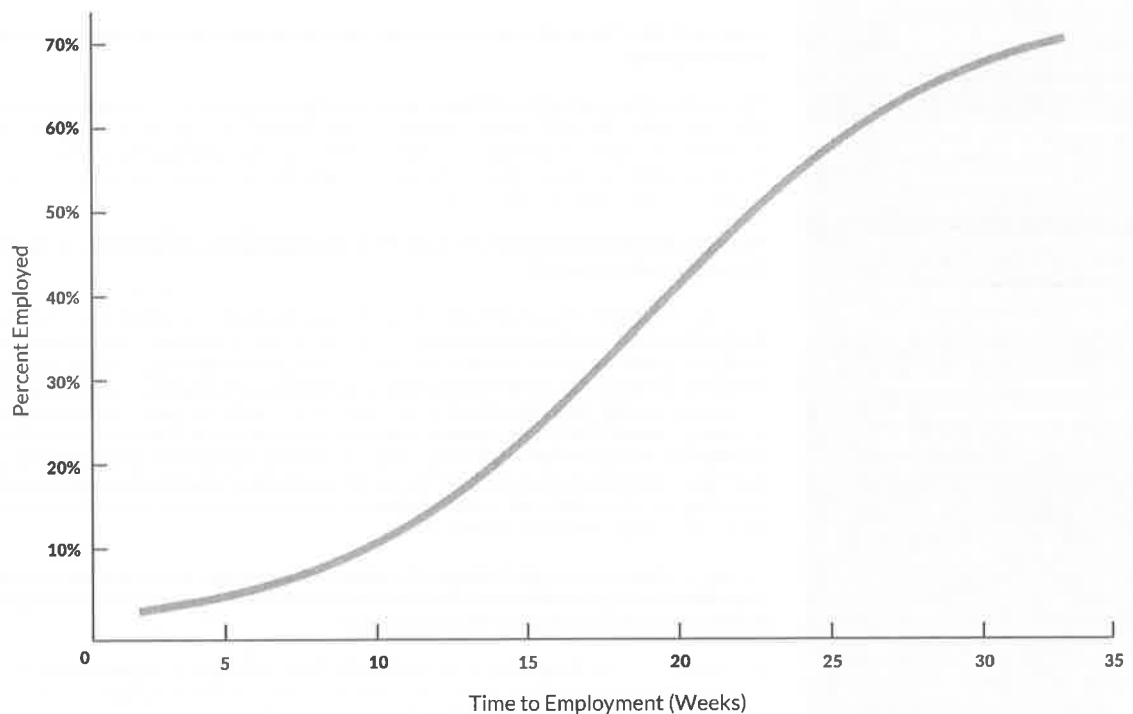
This policy brief reviews current policies aimed at increasing the rigor of high school graduation requirements and identifies those that have had a positive effect on student achievement. Some policies intended to increase rigor do not necessarily translate into a more challenging curriculum. The author recommends the use of formative and end-of-course exams and assessments, increased proficiency requirements, providing teacher professional development activities, and raising academic standards in order to improve college readiness.



DESCRIBE

What are the summary characteristics of time to employment and the demographics of employees?

Time to Employment



- 10 percent employed by 10 weeks
- 25 percent employed by 16 weeks
- 50 percent employed by 23 weeks



EXPLAIN

How is time to employment influenced by or related to other factors, such as internship completion?

How does that influence differ when accounting for additional variables?

Time to Employment

Statistical Model:

Cox Proportional Hazards Regression

Data Type:

Time to Event, Right Censored

Effect Sizes:

Standardized Beta Weights

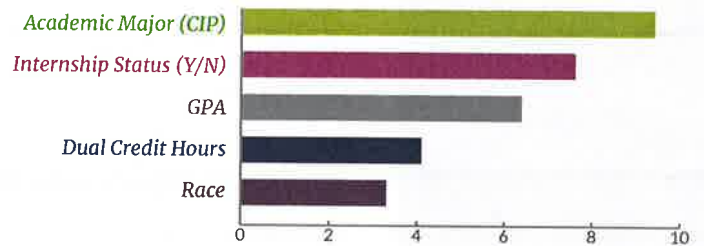
1st Order Generalized R^2

Overall Generalized R^2

Interaction Depth:

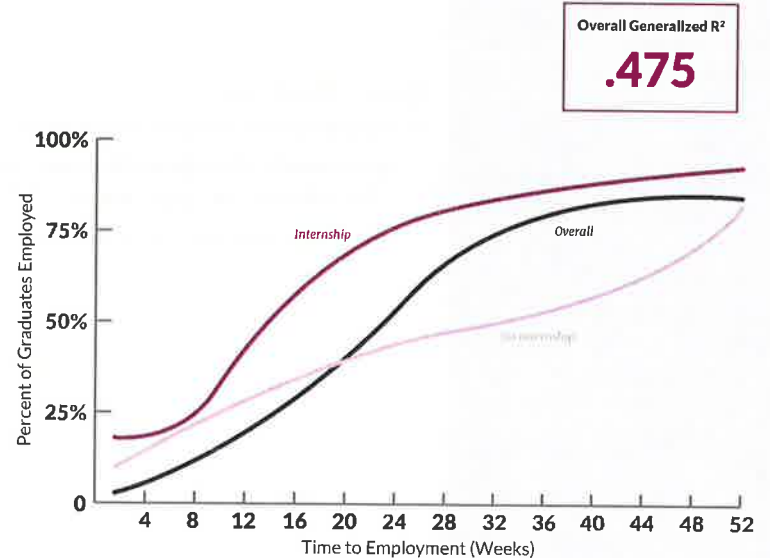
2

Importance - Top Five Variables



Model Parameters	β
Academic Major (CIP)	8.4
Internship Status x CIP	7.7
Internship Status	6.1
GPA x Dual Credit Hours	6.0
Dual Credit Hours	5.8
GPA	5.5
Gender	3.8
Race x Gender	3.2
Race	2.1
Gender, GPA	1.8

How Long Until Employment?





PREDICT

What are the key drivers to time to employment?

At what thresholds do key drivers matter most?

Decision Support:

- Internship status is a key positive driver of time to employment
- Efforts to support internship completion should target at least 50 percent of graduates to optimize impact on time to employment.

Time to Employment

Key Drivers:

I. ACT (High influence, controllable)

Internship status

II. MONITOR (High Influence, uncontrollable)

Race

III. DISREGARD (Low influence, uncontrollable)

Dual Credit

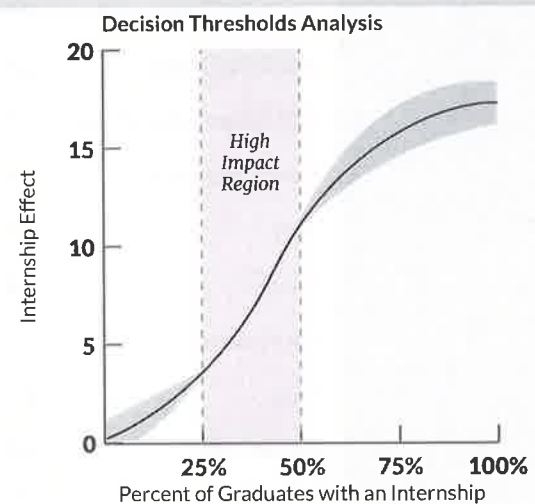
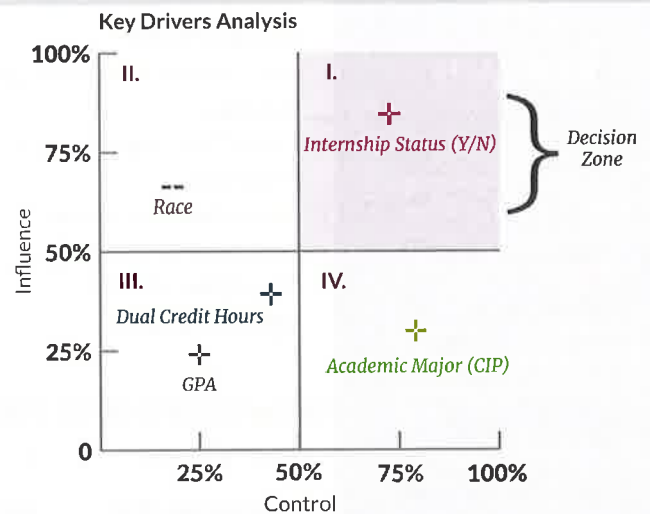
GPA

IV. MANAGE (Low influence, controllable)

Academic Major

Decision Thresholds:

- The most intense effect of internship on time to employment occurs between the threshold of 25-50 percent of graduates completing an internship.





FORECAST

What is the probability of time to employment projected over the next 3-5 years?

What is the probability of time to employment projected over the next 3-5 years for graduates employed in specific industries?

Decision Support:

- Given the current conditions, average time to employment for college graduates will decrease by 5.75 weeks for each of the next five years.
- Given the current conditions, average time to employment in health care for college graduates will decrease by 5.75 weeks for each of the next five years.

Time to Employment

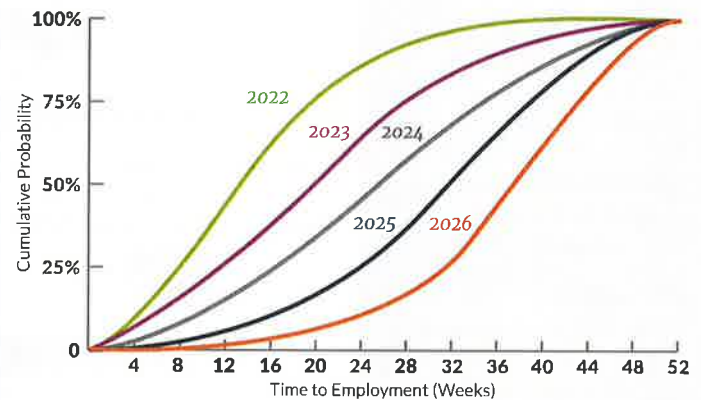
Employment Forecast:

- By 2022 half of all college graduates will be employed by 14 weeks
- By 2023 half of all college graduates will be employed by 20 weeks
- By 2024 half of all college graduates will be employed by 25 weeks
- By 2025 half of all college graduates will be employed by 32 weeks
- By 2026 half of all college graduates will be employed by 37 weeks

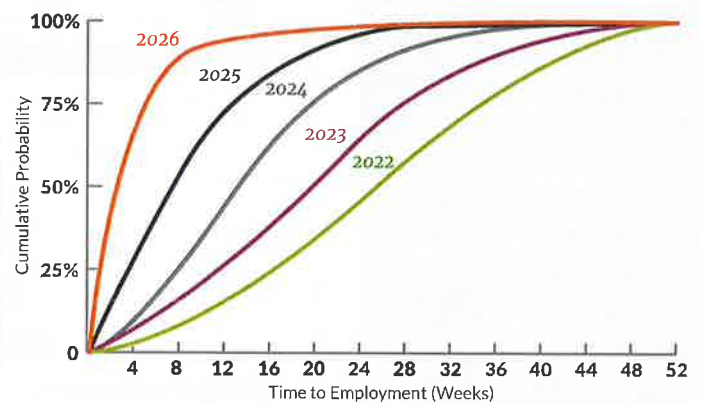
Employment Forecast By Industry:

- By 2022 half of all college graduates will be employed in the health care industry by 25 weeks
- By 2023 half of all college graduates will be employed in the health care industry by 19 weeks
- By 2024 half of all college graduates will be employed in the health care industry by 14 weeks
- By 2025 half of all college graduates will be employed in the health care industry by 7 weeks
- By 2026 half of all college graduates will be employed in the health care industry by 2 weeks

How Long Until Employment By Year



How Long Until Employment By Industry (Health Care)





SIMULATE

How do simulated changes to dual credit earned and internship completion affect the probability of the time to employment for Nebraska students?

What set of simulation conditions optimize the probability of the outcome?

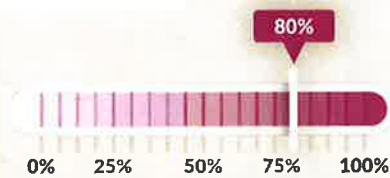
Decision Support:

- Time to employment is optimized for the target 80 percent of students employed when:
 - students earn on average 12 hours of dual credit
 - 25 percent of students complete an internship

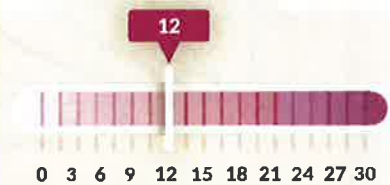
Time to Employment

SIMULATION CONDITIONS

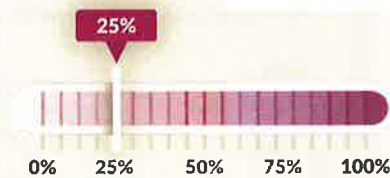
Percent of Students Employed



Average Hours of Dual Credit Earned



Percent of Students Completing Internship



Degree Type

Two-year

NO

Four-year

NO

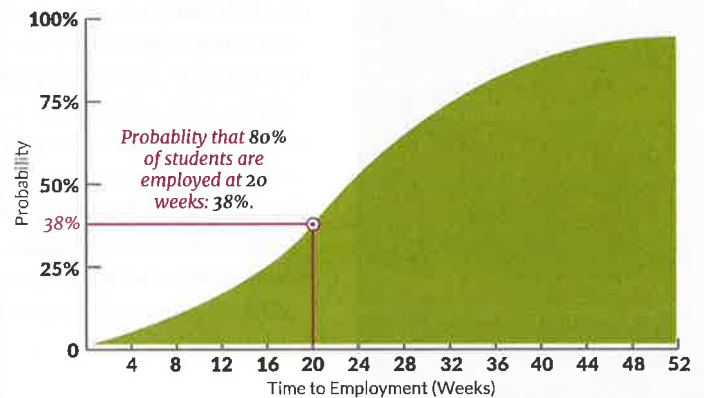
All

YES

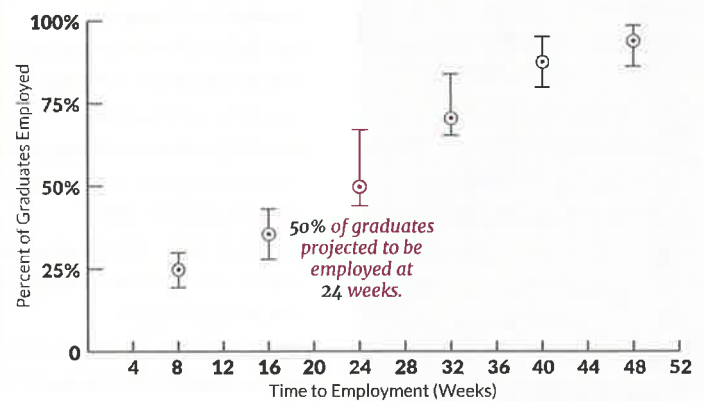
RUN SIMULATION

SIMULATION RESULTS

How Long Until Employment?



Projected Percent Employed





WORKFORCE FILE SPECIFICATIONS

2021

Unemployment Insurance

Wagner-Peyser Act

Workforce Innovation &
Opportunities Act

Version 0.0.1
October 22, 2021
DRAFT

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*First Name [Workforce Unemployment:First Name Long (6)]	4
Middle Name [Workforce Unemployment:Middle Name (7)]	4
*Birthdate [Workforce Unemployment:Birth Date (8)]	4
*Gender [Workforce Unemployment:Gender Code (9)]	5
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General Information

This document describes the data elements collected by the Nebraska Statewide Workforce & Educational Reporting System (NSWERS). Valid values and data validation rules that can be performed prior to data submission are listed where appropriate.

Contact the NSWERS Helpdesk (help@nswers.org or 402-472-5238) for additional information regarding NSWERS data collections.

See Appendix B – File Layouts for field types and field lengths.

Scope

All persons appearing in the Nebraska Department of Labor Unemployment Insurance, Wagner-Peyser, and Workforce Innovation and Opportunities Act program databases.

File Names

File Specification	File Name
Workforce Unemployment Insurance	#####_wf_ui_YYYYMMDDHHMM.zzz
Workforce Wagner-Peyser	#####_wf_wioa_YYYYMMDDHHMM.zzz
Workforce WIOA	#####_wf_wp_YYYYMMDDHHMM.zzz

Where	Represents
##-####	NSWERS-Assigned Institution Code
YYYYMMDDHHMM	Date and timestamp
zzz	One of the following: <ul style="list-style-type: none">• .tab – tab delimited• .csv – comma delimited (comma-separated values)

Data Element Names

The following syntax is used throughout this document when referencing data elements.

Format: *NSWERS Field Name [File Specification:Field Name(Field Number)]
where:

- An asterisk (*) indicates the data element is a key field. A value must be supplied in all key fields for each record, or the data loading process will reject the record.
- **NSWERS Field Name** represents the name of the data element commonly used by the Nebraska Statewide Workforce & Educational Reporting System (NSWERS).
- **File Specification** indicates the formal name of the file specification.
- **Field Name** indicates the formal name of the field within the file specification.
- **Field Number** indicates the position of the field within the file specification.

Unemployment Insurance Files

The Unemployment Insurance file specification collects employee demographic and workforce data of individuals appearing in the Nebraska Department of Labor's Unemployment Insurance database. Multiple records for an individual will appear if an employee was employed by more than one employer during the quarter. Unless otherwise specified, a value must be provided for each field listed.

***Employer ID Number [Workforce Unemployment:Employer ID (1)]**

Provide the nine-digit employer identification number of the individual's employer in the format "##-#####". This is a mandatory field; a value must be supplied for each record or the data loading process will reject the record.

***Employer Name [Workforce Unemployment:Employer Name (2)]**

Provide the name of the organization, partnership, association, trust, estate corporation, limited liability company or governmental agency of the employer. This is a mandatory field; a value must be supplied for each record or the data loading process will reject the record.

***Employer NAICS [Workforce Unemployment:Employer NAICS (3)]**

Provide the six-digit NAICS code of the organization, partnership, association, trust, estate corporation, limited liability company or governmental agency of the employer in the format "#####". This is a mandatory field; a value must be supplied for each record or the data loading process will reject the record.

***SSN [Workforce Unemployment:SSN (4)]**

Provide the nine-digit employee Social Security Number (no dashes, #####). This is a mandatory field; a value must be supplied for each record or the data loading process will reject the record.

***Last Name [Workforce Unemployment:Last Name Long (5)]**

Provide this employee's surname or name borne in common by members of a family. This is a mandatory field; a value must be supplied for each record or the data loading process will reject the record.

***First Name [Workforce Unemployment:First Name Long (6)]**

Provide this employee's name given to this individual at birth, baptism, or during another naming ceremony, or through legal change. This is a mandatory field; a value must be supplied for each record or the data loading process will reject the record.

***Middle Name [Workforce Unemployment:Middle Name (7)]**

Provide the middle name of the employee. Leave Middle Name blank if not applicable or not available.

***Birthdate [Workforce Unemployment:Birth Date (8)]**

Provide the birthdate of this employee in ISO format (YYYY-MM-DD). The data loading process will check for valid dates (e.g., values of 2004-02-30

and 2004-13-01 would be rejected as invalid). This is a mandatory field; a value must be supplied for each record or the data loading process will reject the record.

***Gender [Workforce Unemployment:Gender Code (9)]**

Provide the gender of the employee. This is a mandatory field; a value must be supplied for each record or the data loading process will reject the record.

Code	Description
F	Female
M	Male

***Gross Quarterly Wages [Workforce Unemployment:Gross Quarterly Wages (10)]**

Provide the gross quarterly wages paid during the quarter. The data loading process will check for valid format (e.g., values of \$###,###.##).

***Hours Paid [Workforce Unemployment:Hours Paid (11)]**

Provide the hours paid during the quarter. The data loading process will check for valid format (e.g., values of ###).

***Primary Job Title [Workforce Unemployment:Primary Job Title (12)]**

Provide the primary job title of the employee.

***Primary Job SOC [Workforce Unemployment:Primary Job SOC(13)]**

Provide the Standard Occupational Classification (SOC) for the primary job of the employee. The data loading process will check for valid format (e.g. ##-###).

***Hire Date [Workforce Unemployment:Hire Date (14)]**

Provide the date on which the employee was hired, rehired, or returned to work after temporary layoff. This is a mandatory field; a value must be supplied for each record or the data loading process will reject the record. The data loading process will check for valid format (e.g. DDMMYYYY).

***Employee Home Address [Workforce Unemployment:Employee Address (15)]**

Provide the current or most recent home address of the employee. This is a mandatory field; a value must be supplied for each record, or the data loading process will reject the record. The data loading process will check for valid format (e.g. Address, City, State Abbreviation, Street Number Name, Postal Code).

***Service Address [Workforce Unemployment:Service Address (16)]**

Provide the physical address for the place or places in which the employee's services were performed. This is a mandatory field; a value must be supplied for each record or the data loading process will reject the record. The data loading process will check for valid format (e.g. Address, City, State Abbreviation, Street Number Name, Postal Code).

***Employer Address [Workforce Unemployment:Employer Address (17)]**

Provide the physical address of the employer. This is a mandatory field; a value must be supplied for each record or the data loading process will reject the record. The data loading process will check for valid format (e.g. Address, City, State Abbreviation, Street Number Name, Postal Code).

Unemployment Benefits Indicator [Workforce Unemployment:Unemployment Benefits Indicator (18)]

Provide the code indicating whether the employee is seeking, receiving, or has received unemployment benefits.

Code	Unemployment Benefits
0	Not Applicable (NA)
1	Receiving UI Benefits
2	Has Received UI Benefits
3	Has Applied for UI Benefits

Wagner-Peyser Act

The Wagner-Peyser file specification collects demographic and workforce data of individuals participating in Wagner-Peyser programs and/or services. Unless otherwise specified, a value must be provided for each field listed.

***SSN [Wagner-Peyser Act:SSN (1)]**

Provide the nine-digit employee Social Security Number (no dashes, #####). This is a mandatory field; a value must be supplied for each record or the data loading process will reject the record.

***Last Name [Wagner-Peyser Act:Last Name Long (2)]**

Provide the program participant's surname or name borne in common by members of a family. This is a mandatory field; a value must be supplied for each record or the data loading process will reject the record.

***First Name [Wagner-Peyser Act:First Name Long (3)]**

Provide the program participant's name given to this individual at birth, baptism, or during another naming ceremony, or through legal change. This is a mandatory field; a value must be supplied for each record or the data loading process will reject the record.

Middle Name [Wagner-Peyser Act:Middle Name (4)]

Provide the middle name of this participant. Leave Middle Name blank if not applicable or not available.

TBD Additional Data Elements [Wagner-Peyser Act:T BD (5)]

Details of additional data elements TBD.

Workforce Innovation and Opportunities Act (WIOA)

The WIOA file specification collects demographic and workforce data of individuals participating in WIOA programs and/or services. Unless otherwise specified, a value must be provided for each field listed.

***SSN [Workforce Innovation and Opportunities Act:SSN (1)]**

Provide the nine-digit employee Social Security Number (no dashes, #####). This is a mandatory field; a value must be supplied for each record or the data loading process will reject the record.

***Last Name [Workforce Innovation and Opportunities Act:Last Name Long (2)]**

Provide the program participant's surname or name borne in common by members of a family. This is a mandatory field; a value must be supplied for each record or the data loading process will reject the record.

***First Name [Workforce Innovation and Opportunities Act:First Name Long (3)]**

Provide the program participant's name given to this individual at birth, baptism, or during another naming ceremony, or through legal change. This is a mandatory field; a value must be supplied for each record or the data loading process will reject the record.

Middle Name [Workforce Innovation and Opportunities Act:Middle Name (4)]

Provide the middle name of this participant. Leave Middle Name blank if not applicable or not available.

TBD Additional Data Elements [Workforce Innovation and Opportunities Act:TBD (5)]

Details of additional data elements TBD.

Appendix A – Change Summary

Insert summary text here.

Version 0.0.1

October 22, 2021

- Initial draft publication

DRAFT

Appendix B – File Layouts

Unemployment Insurance

Key	Position	Name	Type	Length	Comments
Y	1	Employer ID	Char	7	Format: ##-####
	2	Employer Name			
	3	Employer NAICS	Char	6	Format: #####
	4	SSN	Int	9	Format: #####
	5	Last Name	Varchar	50	
	6	First Name	Varchar	50	
	7	Middle Name	Varchar	50	
	8	Birth Date	Date		Format: YYYY-MM-DD
	9	Gender Code	Char	1	
	10	Gross Quarterly Wages	Varchar	20	Format: \$###,###.##
	11	Hours Paid	Int	4	
	12	Primary Job Title	Varchar	50	
	13	Primary Job SOC	Varchar	50	
	14	Hire Date	Date		Format: YYYY-MM-DD
	15	Employee Address	Varchar	100	
	16	Service Address	Varchar	100	
	17	Employer Address	Varchar	100	
	18	Unemployment Benefits Indicator	Char	1	
	19	TBD			

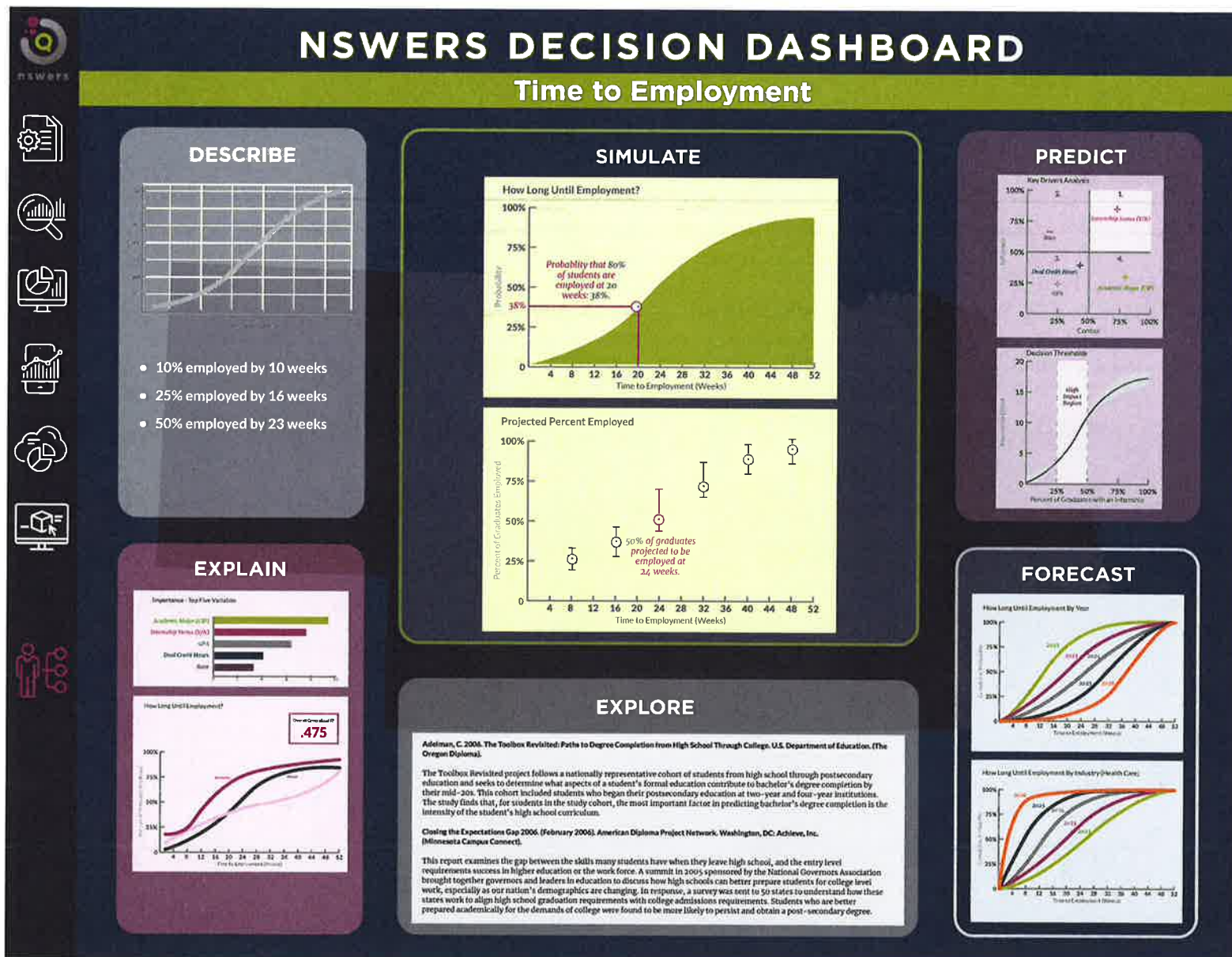
Wagner-Peyser Act

Key	Position	Name	Type	Length	Comments
Y	1	SSN	Int	9	Format: #####
	2	Last Name	Varchar	50	
	3	First Name	Varchar	50	

	4	Middle Name	Varchar	50	
	5	TBD			

Workforce Innovation & Opportunities Act (WIOA)

Key	Position	Name	Type	Length	Comments
Y	1	SSN	Int	9	Format: #####
	2	Last Name	Varchar	50	
	3	First Name	Varchar	50	
	4	Middle Name	Varchar	50	
	5	TBD			



PROPOSED AGENDA ITEM 7.5 RATIONALE

DATE: October 25, 2021

TO: NSWERS Executive Council

FROM: Matthew J. Hastings, Ph.D.

PROPOSED AGENDA ITEM:

The Executive Council will discuss, consider, and take all necessary action regarding the procurement of additional cyber liability insurance and the delegation of authority to negotiate terms and enter into an agreement.

RATIONALE/BACKGROUND INFORMATION:

Based on the size and scope of initial proof-of-concept data projects, NSWERS currently holds a \$5M cyber liability insurance policy. However, in the coming months the NSWERS data warehouse will be expanding. As such, the purpose of this agenda item is to provide the NSWERS Executive Director authority to negotiate terms and enter into an agreement for additional cyber liability insurance consistent with the demands related to the increased scope of NSWERS' work and data warehousing.

PROPOSED MEETING DATE:

October 27, 2021

ESTIMATED COST:

\$50,000.00

PROPOSED AGENDA ITEM 7.6 RATIONALE

DATE: October 25, 2021

TO: NSWERS Executive Council

FROM: Matthew J. Hastings, Ph.D.

PROPOSED AGENDA ITEM:

The Executive Council will discuss, consider, and take all necessary action regarding contracting for technical consulting services and support for the development of NSWERS' data system and related IT web applications and the delegation of authority to negotiate terms and execute an agreement.

RATIONALE/BACKGROUND INFORMATION:

The purpose of this agenda item is to provide the NSWERS Executive Director authority, in consultation with the NSWERS Management Committee, to negotiate terms and enter into an agreement for technical consulting services and support for the development of NSWERS' data system and related IT web applications. Any agreement entered pursuant to this authority will not exceed the cost of \$500,000 – the amount budgeted in the current fiscal year (FY22) for such contracts.

PROPOSED MEETING DATE:

October 27, 2021

ESTIMATED COST:

\$500,000.00



the LB 1160 REPORT

DRAFT

nswers

As of October 22, 2021

Nebraska Statewide Workforce
& Educational Reporting System



901 N 17th
NH W 208
Lincoln NE, 68588-0524



402.472.5238



info@nswers.org

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FOREWORD

FROM THE EXECUTIVE DIRECTOR

Since the fall of 2020, the Nebraska Statewide Workforce & Educational Reporting System (NSWERS) has been building a state-of-the-art P-20W longitudinal data system to promote strong economic development policies, good jobs, growing business, and thriving communities. We began this journey from a unique starting point – a mission to inform decision making. That is, this effort is not about traditional education-to-workforce reporting, but instead is designed to realize our vision of a data informed decision culture to support learning and earning in Nebraska.

NSWERS is focused on the development of products and services that best support decision making and decision makers. We aim to measurably reduce uncertainty surrounding the bold and salient questions facing our education and workforce systems today. In this way, NSWERS is leveraging digital information as a strategic asset for the competitive advantage of Nebraska.

This report outlines the work and strategic approach of NSWERS to achieve our mission. As requested by the Nebraska Legislature in LB 1160 (2020), we make recommendations for the planning and development of the NSWERS organization, including the itemization of additional data and stakeholder needs as well as future funding requirements.

Matthew J. Hastings, Ph.D.
Founding Executive Director, NSWERS

INTRODUCTION & HISTORY

NSWERS has its roots in Legislative Bill 1071 enacted by the One Hundred First Legislature, Second Session, signed into law by Governor Heineman on April 14, 2010. This bill directed the Board of Regents of the University of Nebraska, the Nebraska State Board of Education, the Board of Trustees of the Nebraska State Colleges, and the Board of Governors for each community college area to adopt a policy to share student data. The resulting Memorandum of Understanding established an agreement “to share student data for the purposes of evaluation of and research related to public prekindergarten, elementary, secondary, and postsecondary education to improve education in Nebraska.” In the fall of 2019, these partners advanced this cooperation and completed the legal formation of the NSWERS as a joint public entity under the Nebraska Interlocal Cooperation Act for mutual advantage regarding data initiatives.

Additionally, the Nebraska Unicameral recently passed Legislative Bill 1160. Signed into law by Governor Ricketts on August 10, 2020, this bill – known as the Nebraska Statewide Workforce and Education Reporting System Act (2020) – supports the continued planning and development of NSWERS, envisioned as a comprehensive, sustainable, and robust lifelong learning and workforce longitudinal data system serving the needs of the people of Nebraska. Further, the bill directs the Nebraska Department of Labor to execute a memorandum of understanding with NSWERS to ensure the exchange of available data from the Nebraska Department of Labor.

The NSWERS Executive Council is led by the Council President, Ted Carter, President of the University of Nebraska. Additional members of the founding Executive Council for NSWERS include: Dr. Matthew Blomstedt, Commissioner of Education, Dr. Paul Turman, Chancellor of the Nebraska State Colleges System, and Dr. Paul Illich, President of Southeast Community College, representing all six Nebraska community college areas. While NSWERS has been in development for some time, the NSWERS Executive Council met regularly throughout 2020 to formally operationalize NSWERS as an administrative entity.

On September 1, 2020, Dr. Matt Hastings was hired as founding Executive Director for NSWERS. He has begun efforts to establish core operational capacities, build a team of dedicated NSWERS staff, and create the procedural and technical structures necessary for the creation and maintenance of an NSWERS data system. Dr. Hastings works closely with the NSWERS Management Council – the operational board of NSWERS – which includes representatives from the NSWERS partner entities, including Dr. Kristin Yates of the University of Nebraska, Brian Halstead of the Nebraska Department of Education, Dr. Jodi Kupper of the Nebraska State College System, and Dr. Leah Barrett of Northeast Community College, representing all six Nebraska community colleges.

”

**A ONE-OF-A-KIND PARTNERSHIP
BETWEEN NEBRASKA’S EDUCATION
AND WORKFORCE SYSTEMS.**

Governor Pete Ricketts signed
Legislative Bill 1160 into law on
August 10, 2020.

MISSION, VISION, GOALS, & SCOPE

MISSION

We exist to...

Integrate and organize Nebraska's education and workforce data to inform decision making.

GOALS

We are successful if we...

- 01** Establish the NSWERS data system for sustainable insights.
- 02** Evaluate the efficacy of Nebraska's education and workforce training systems.

VISION

We aspire to...

Create a data-informed decision culture that supports successful pathways of learning and earning for the people of Nebraska.



ORGANIZATIONAL SCOPE



AS A DATA SYSTEM:

organize all elements and functions necessary for a comprehensive, sustainable, and robust lifelong learning and workforce longitudinal data system.



AS AN ADMINISTRATIVE ENTITY:

manage all matters related to the creation, communication, operation, security, maintenance, expansion, and use of the NSWERS data system.

LEGISLATIVE DIRECTION

The Nebraska Statewide Workforce and Education[al] Reporting System is envisioned as a comprehensive, sustainable, and robust lifelong learning and workforce longitudinal data system to allow for the targeting of resources, and focus data analysis on assessing workforce development and employment success in order to enable the training of tomorrow's workforce.

Legislative Bill 1160
(section 2, subsection 3)



GUIDING PRINCIPLES

- + QUALITY
- + EXCELLENCE
- + COLLABORATION
- + CONTINUOUS IMPROVEMENT
- + INTEGRITY

RECOMMENDATIONS FOR NEW DATA COLLECTION AND SHARING OF EXISTING DATA



The Nebraska Legislature directed NSWERS to identify and recommend additional data and stakeholder needs. NSWERS and her partner institutions, organizations, and agencies recommend the Nebraska Legislature direct the following state entities to enact new data collections and the sharing of existing data elements.

NEW COLLECTION
SHARED BY:

NEBRASKA DEPARTMENT OF EDUCATION

■ Element	Student SSN
Purpose	Record Matching

NEBRASKA DEPARTMENT OF LABOR

■ Element	Date of Birth
Purpose	Record Matching
■ Element	Gender
Purpose	Record Matching
■ Element	SOC Code
Purpose	Job Category

EXISTING COLLECTION
SHARED BY:

NEBRASKA DEPARTMENT OF REVENUE

■ Element	Federal Adjusted Gross Income
Purpose	Research
■ Element	Employer ID Number
Purpose	Research
■ Element	Employer Name
Purpose	Research
■ Element	Resident Status
Purpose	Research

NSWERS STAGES OF ANALYSIS



EXPLORE

Examine what is known and the feasibility of additional research.



DESCRIBE

Illustrate the characteristics of a population, situation, or phenomenon.



EXPLAIN

Detail the reasons for a phenomenon occurring.

”

**STRATEGICALLY DESIGNED TO
EMBODY A MODERN, FLEXIBLE,
SCALABLE ANALYTIC APPROACH.**



PREDICT

Identify expected outcomes, consequences, costs, or effects.



FORECAST

Project expected outcomes into the future.









SIMULATE

Model real-world situations to show the effect of changing conditions.

INFORMATION AGENDA SUMMARY



	Education				Workforce			
	High School Graduation	College Going	Postsecondary Persistence	Postsecondary Graduation	Time to Employment	Employment Gap	Industry Placement	Industry Location
 EXPLORE	<p>What is already known about the outcome? How is it best measured? Is the data already collected and accessible? If applicable, what proxy variables might be utilized or estimated?</p>							
 DESCRIBE	<p>What are the summary characteristics of the outcome?</p>							
 EXPLAIN	<p>How is the outcome influenced by or related to other factors? How does that influence differ when accounting for additional variables?</p>							
 PREDICT	<p>What is the probability of the outcome occurring? What is the most/least likely outcome? How does this probability differ when accounting for additional variables?</p>							
 FORECAST	<p>What is the probability of the outcome projected over the next 3-5 years?</p>							
 SIMULATE	<p>How do simulated changes affect the probability of the outcome? What set of conditions optimize the probability of the outcome?</p>							

FUNDING RECOMMENDATIONS

The Nebraska Legislature directed NSWERS to identify and recommend future funding requirements. In order to faithfully pursue our legislative direction as provided in LB 1160 (2020), and to achieve the organizational vision, mission, goals, and objectives presented herein, NSWERS and her partner institutions, organizations, and agencies recommend and request an annual appropriation of approximately \$2 million.

We recommend that a state appropriation be directed to any of the nine NSWERS partner organizations (Nebraska Department of Education, Nebraska State Colleges System, the University of Nebraska, Nebraska's Community Colleges), but that these funds be earmarked to support the NSWERS entity.


Thanks to generous financial support from Nebraska's leading philanthropies - as well as from the NSWERS' partner organizations themselves - financial commitments have been secured for the first four years of NSWERS operations. Beyond this early phase, we recommend and request a state appropriation.

FISCAL NOTE SUMMARY

FISCAL YEAR 2022		FISCAL YEAR 2023	
Expenses	Cost	Expenses	Cost
TOTAL WAGES	\$636,325.00	TOTAL WAGES	\$841,256.00
TOTAL BENEFITS	\$335,874.02	TOTAL BENEFITS	\$384,731.23
TOTAL PERSONAL SERVICES	\$972,199.02	TOTAL PERSONAL SERVICES	\$1,225,987.23
TOTAL OPERATING EXPENSES	\$51,635.00	TOTAL OPERATING EXPENSES	\$50,560.55
TOTAL TRAVEL	\$26,675.00	TOTAL TRAVEL	\$29,947.25
TOTAL EQUIPMENT	\$30,000.00	TOTAL EQUIPMENT	---
TOTAL SOFTWARE	\$82,500.00	TOTAL SOFTWARE	\$85,400.00
TOTAL CONTRACTUAL SERVICES	\$749,500.00	TOTAL CONTRACTUAL SERVICES	\$626,900.00
TOTAL	\$1,912,509.02	TOTAL	\$2,018,795.03

STRATEGIC PLAN





Goal	1	Establish Data System	Establish NSWERS data system for sustainable insights.
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	Tactic	1.1.3.2	Board Policies	Create and adopt core operational policies of the NSWERS Executive Council
	Tactic	1.1.3.3	Standard Operating Procedures	Create and adopt standard operating procedures for the NSWERS entity
	Tactic	1.1.3.4	Information Agenda	Create and adopt a codified NSWERS information agenda to drive analytic activities and data system specifications
	Tactic	1.1.3.5	Data Warehouse	Create and populate version 1.0 of the NSWERS data warehouse to power analytic activities
	Tactic	1.1.3.6	Data Sharing Agreements	Create and complete data sharing agreements with NSWERS Partners and Affiliates
	Tactic	1.1.3.7	Secure Insurance	Assess organizational risk profile and secure related insurance commensurate with needs
	Tactic	1.1.3.8	Data Storage & Security	Identify and secure industry-grade data storage and security solution for POC and NSWERS Data Warehouse
	Strategy	1.1.4	Acquire & Maintain Organizational Skills	Acquire the capabilities and skills required for organizational success
	Tactic	1.1.4.1	Multi-Tier Staffing Approach	Create and execute a multi-tier staffing plan to identify and onboard talent as demands evolve
	Tactic	1.1.4.2	Professional Development and Training	Identify and complete annual professional development/training to ensure industry-standard approaches
	Tactic	1.1.4.3	Specialty Contract Support	Employ supplemental contracts to acquire specialty skills and supports
	Tactic	1.1.4.4	Targeted Partnerships	Establish targeted partnerships focused on the subject-matter expertise required to complete research priorities
	Objective	1.2	Define NSWERS Data Collection	Define NSWERS data collection to support research objectives and organizational goals
	Strategy	1.2.1	Ensure the Interoperability of NSWERS Data	Ensure NSWERS systems and services to create, exchange and consume data via a common set of exchange formats
	Tactic	1.2.1.1	Data Standard	Identify and implement an NSWERS Data Standard
	Tactic	1.2.1.2	Data Architecture	Architect NSWERS Data Warehouse and related data stores consistent with the NSWERS Data Standard
	Strategy	1.2.2	Leverage Nebraska Person ID System	Leverage the Nebraska Person ID System for Cross-Partner matching efforts.
	Tactic	1.2.2.1	Unique ID	Adopt as the NSWERS unique identifier, and develop technical integrations with the Nebraska Department of Education's Person ID System
	Strategy	1.2.3	Pursue Value-Add Partner Support Activities	Pursue value-add data collection opportunities for partner support.
	Tactic	1.2.3.1	Partner and Affiliate Planning	Provide data and analytic solutions to support cross-system NSWERS Partner planning needs

	Tactic	1.2.3.2	Accreditation and Regulatory Requirements	Provide data and analytic solutions to support system-wide accreditation and regulatory needs
	Strategy	1.2.4	Leverage Public Domain Data Repositories	Leverage data from the public domain to supplement NSWERS Administrative Data
	Tactic	1.2.4.1	United States Census Bureau	Utilize data from, among others sources, the United States Census Bureau's American Community Survey
	Tactic	1.2.4.2	United States Department of Labor	Utilize data from, among others sources, the United States Department of Labor's Bureau of Labor Statistics
	Strategy	1.2.5	Explore Methodologies for Auxiliary Data Collection	Explore methodologies to supplement NSWERS administrative data with auxiliary data necessary to execute on information agenda
	Tactic	1.2.5.1	Auxiliary Data Collection	Supplement the NSWERS administrative data system with auxiliary data necessary to answer research questions
	Objective	1.3	Design and Execute Data Acquisition	Create the technical and procedural processes necessary for acquiring quality data from NSWERS Partners and Affiliates
	Strategy	1.3.1	Develop and Implement a Secure, Web-Based Portal	Develop a one-stop, web-based portal for NSWERS Partners, Affiliates and authorized users to communicate key tasks and needs.
	Tactic	1.3.1.1	Web Portal	Create and implement a secure, online web portal to facilitate NSWERS Partner/Affiliate data submissions and sharing
	Strategy	1.3.2	Leverage Industry-Standard Data Exchange Technologies	Leverage industry-standard data exchanged technologies to facilitate secure data transfer to and from NSWERS
	Tactic	1.3.2.1	API(s)	Create and make available an NSWERS API(s) to facilitate public and secure data transfer
	Strategy	1.3.3	Develop and Implement Quality Control Processes	Develop and implement quality control processes to ensure NSWERS data fitness of use
	Tactic	1.3.3.1	Verification, Validation and Certification	Create and implement point source data quality processes, including verification, validation and certification of data
	Strategy	1.3.4	Establish Annual Calendar	Establish dates and timelines necessary for the submission of data to NSWERS
	Tactic	1.3.4.1	Data Submissions Calendar	Create and publish a calendar of key dates for data submission, quality audit, and certification
	Objective	1.4	Optimize Data Processing and Protect Digital Assets	Ensure informational protection, privacy safeguards and cybersecurity
	Strategy	1.4.1	Establish and Maintain a Robust Data Security Program	Protect the technical aspects of how NSWERS data are collected, stored, and transferred through the information technology infrastructure
	Tactic	1.4.1.1	Physical Security	Make computing resources physically unavailable to unauthorized users

Tactic	1.4.1.2	Network Security	Map network and its connections to show the dependencies between applications, data and network layers to highlight potential vulnerabilities
Tactic	1.4.1.3	Secure Configurations	Security test and configure all software/hardware before adding them to the network
Tactic	1.4.1.4	Patch Management	Apply patches as part of comprehensive plan for system testing
Tactic	1.4.1.5	Two-factor Authentication	Implement two-factor authenticator process
Tactic	1.4.1.6	Access Control	Implement role-based security solutions, limits on length of data access, access to sensitive data and administrative privileges
Tactic	1.4.1.7	Encryption of Data	Encrypt sensitive data at rest and in transit
Tactic	1.4.1.8	Staff Security Training	Train staff regularly on industry-standard protocols for data security
Strategy	1.4.2	Implement a Comprehensive Program of Data Governance	Implement comprehensive program of data governance to ensure the overall availability, usability, integrity, quality, privacy and security of NSWERS data
Tactic	1.4.2.1	Decision-making Authority	Assign appropriate levels of authority to data stewards and proactively define the scope and limitation of that authority as a prerequisite to successful data management
Tactic	1.4.2.2	Standard Policies and Procedures	Adopt and enforce clear policies and procedures in a written data management plan
Tactic	1.4.2.3	Data Inventories	Conduct an inventory of all data that require protection, maintain an up-to-date inventory of sensitive records and data systems, and classify data by sensitivity
Tactic	1.4.2.4	Data Content Management	Manage data content by identifying the purposes for which data are collected, optimize data management processes, and ensure compliance with federal, state and local regulations
Tactic	1.4.2.5	Data Records Management	Specify appropriate managerial and user activities related to handling data
Tactic	1.4.2.6	Data Quality	Ensure that data are accurate, relevant, timely, and complete for intended purposes
Tactic	1.4.2.7	Data Access	Define and assign differentiated levels of data access to individuals based on their role and responsibility

Goal		2	Evaluate Efficacy	Evaluate the efficacy of Nebraska's education and workforce training systems
+	Objective	2.1	Create NSWERS Information Agenda	Create and publish an information agenda to prioritize and codify high-value research/decision topics and questions of interest
	■ Strategy	2.1.1	Adopt Solutions for Timeliness, Relevance and Accuracy	Adopt solutions that anticipate questions for a timely response, support decision making with decision-relevant information, and motivates accuracy
	Tactic	2.1.1.1	Secure Research Consultant	Contract with a research consulting firm to provide support, expertise and personnel to supplement NSWERS staff in the development an NSWERS Information Agenda
	Tactic	2.1.1.2	Research Scan and Literature Review	Perform scan of research/decision agendas from NSWERS-like entities across the nation
	Tactic	2.1.1.3	Information Agenda Framework	Define an initial framework and slate of research/decision questions/topics for use in the NSWERS Information Agenda
	Tactic	2.1.1.4	Information Agenda Feedback	Facilitate and collect feedback from NSWERS Partners, members of the NSWERS Advisory Committee, and the Nebraska Unicameral for initial research/decision questions/topics
	Tactic	2.1.1.5	Refine Research/Decision Questions	Capture, and where appropriate, integrate additional research/decision questions/topics gathered from feedback activities into the framework and slate of research/decision questions/topics
	Tactic	2.1.1.6	Draft Information Agenda	Prioritize and codify research/decision questions/topics completed previously into a draft NSWERS Research Agenda
	Tactic	2.1.1.7	Final Information Agenda	Create a final NSWERS Information Agenda for adoption and publication
	Tactic	2.1.1.8	Information Agenda Management	Design and develop an approach for the ongoing maintenance and management of the NSWERS Information Agenda
	Tactic	2.1.1.9	Operationalize Information Agenda	Identify the specific data elements necessary to operationalize research/decision and evaluation activities for each question/topic included in the final NSWERS Information Agenda
+	Objective	2.2	Establish Data Analysis and Prediction Operations	Establish NSWERS data analysis and prediction operations for the study of Nebraska's education and workforce training systems
	■ Strategy	2.2.1	Implement a Modern, Flexible and Scalable Analytics Unit	Implement a modern, flexible, and scalable analytics environment designed to leverage the latest analytic tools and research methodologies for rapid-response and in-depth services
	Tactic	2.2.1.1	Exploratory Research	Conduct exploratory research in support of the NSWERS research agenda development
	Tactic	2.2.1.2	Descriptive Research	Conduct descriptive research in response to NSWERS research/decision questions

	Tactic	2.2.1.3	Explanatory Research	Conduct explanatory research in response to NSWERS research/decision questions
	Tactic	2.2.1.4	Predictive Analytics	Utilize predictive analytics in response to NSWERS information agenda questions and to inform decision making
	Tactic	2.2.1.5	Forecasting Models	Utilize forecasting models and methodologies in response to NSWERS information agenda questions and to inform decision making
	Tactic	2.2.1.6	Simulation Modeling	Utilize simulation modeling and methodologies in response to NSWERS information agenda questions and to inform decision making
	Strategy	2.2.2	Establish Collaboration Opportunities and Cultivate Funding	Establish collaboration opportunities and cultivate funding streams that enable education-workforce program evaluation and project scale-up review
	Tactic	2.2.2.1	System-Involved Youth	Create collaborations with organizations supporting Nebraska's systems-involved youth
	Tactic	2.2.2.2	Priority Program Evaluation	Provide support for the evaluation of priority program outcomes, such as the Nebraska Math Partnership program
	Strategy	2.2.3	Leverage the Capacity of NSWERS Partners and Affiliates	Leverage the capacity of NSWERS partners and affiliates to engage faculty and staff, students and parents, communities and regions across Nebraska
	Tactic	2.2.3.1	Subject-matter Experts	Establish liaison and maintain counsel and collaboration with subject-matter experts aligned with the NSWERS Research Agenda
	Tactic	2.2.3.2	Internships/ Assistantships	Promote a vibrant internship/assistantship program and opportunities to advance the NSWERS Strategic Plan
	Tactic	2.2.3.3	Partnerships for Community and Regional Vitality	Establish partnerships to leverage the NSWERS Data System to appraise community and regional needs/opportunities for education and workforce development supports
	Objective	2.3	Report on Longitudinal Outcomes	Assess Nebraska's education and workforce training systems against an outcome framework informed by nationwide standards
	Strategy	2.3.1	Operationalize and Measure Education Outcomes	Track education outcomes by school and institution based on job placement - location (in-state/out-of-state), region (rural/urban), field of study/field of position, skills required, etc.
	Tactic	2.3.1.1	On-Time High School Graduation Rates	Publish on-time high school graduation rates - the percentage of high school students that graduate within four years
	Tactic	2.3.1.2	College-Going Rates	Publish college-going rates - the percentage of high school students who attend a two-year or four-year postsecondary institution
	Tactic	2.3.1.3	Postsecondary Persistence Statistics	Publish postsecondary persistence - the percentage or number of postsecondary students who returned to a postsecondary institution after their first year, second year, etc.

	Tactic	2.3.1.4	Postsecondary Graduation Statistics	Publish postsecondary graduation - the percentage of students who earn a postsecondary credential
	■ Strategy	2.3.2	Operationalize and Measure Workforce Outcomes	Track workforce outcomes by school and institution based on job placement - location (in-state/out-of-state), region (rural/urban), field of study/field of position, skills required, etc.
	Tactic	2.3.2.1	Time to Employment Statistics	Publish time to employment - the amount of time it takes for high school students and postsecondary graduates to obtain full-time employment
	Tactic	2.3.2.2	Employment Location Information	Publish employment location - the location where students are obtaining employment (in Nebraska and surrounding states)
	Tactic	2.3.2.3	Industry Placement Statistics	Publish industry placement - the industries in which employees obtain positions
	Tactic	2.3.2.4	Employment Gap Statistics	Publish employment gaps - the percentage of program completers (supply) compared to the percentage of job openings (demand)
+	Objective	2.4	Release Data and Disseminate Research & Evaluation Findings	Provide machine-readable data and disseminate research and evaluation findings to inform decision making
	■ Strategy	2.4.1	Establish and Maintain a data Clearinghouse to facilitate Data as a Product (DaaP) Enterprise	Establish and maintain an education-workforce information repository to disseminate NSWERS information, data, and metadata to partners, affiliates, and beyond
	Tactic	2.4.1.1	Data to PK-12 Education	Provide data to PK-12 education to inform sound policy and practice, and to support reporting requirements
	Tactic	2.4.1.2	Data to Postsecondary Education	Provide data to postsecondary education to inform sound policy and practice, and to support reporting requirements
	Tactic	2.4.1.3	Data to Workforce Development Service Providers	Provide data to workforce development providers to inform sound policy and practice, and to support reporting requirements
	Tactic	2.4.1.4	Data to Policymakers	Provide data to policymakers to inform sound policy and resource considerations
	Tactic	2.4.1.5	Data to Researchers	Provide data to researchers to promote analytic activity in support of the NSWERS Research Agenda
	Tactic	2.4.1.6	Data to Students, Parents, and Counselors	Provide data to students, parents and counselors to inform pathways for earning and learning in Nebraska
	■ Strategy	2.4.2	Establish and Maintain Data as a Service (DaaS) Enterprise	Establish and maintain education-workforce information services to enhance data value with NSWERS partners, affiliates, and beyond.

Tactic	2.4.2.1	Credit Transfer & Articulation	Establish technical service to support the automation of credit articulation and transfer processes
Tactic	2.4.2.2	Industry Certification Review	Establish technical service to support the automation of industry certification credentials
Tactic	2.4.2.3	Career Exploration and Demand	Establish technical service to identify characteristics of successful entry/exit for Nebraska's in-demand careers and related predictive details
■ Strategy	2.4.3	Create or Acquire Communications Methods and Platforms	Create or acquire methods and platforms to communicate and deliver data through both public and secure channels
Tactic	2.4.3.1	Data Visualization Tools	Create a suite of web-based tools for data access and visualization available to the public and securely to NSWERS Partners
■ Strategy	2.4.4	Strengthen Awareness, Facilitate Collaborations and Drive System Improvements	Utilize NSWERS data and information to highlight and motivate decisions to spur education and workforce system improvements
Tactic	2.4.4.1	Data Use Culture	Establish a vibrant campaign to promote the use of NSWERS data, including a robust web presence, data discussions and policy briefs
Tactic	2.4.4.2	Decision Support	Leverage original data-use-by-design approach to build capacity for, and promote use of, NSWERS data for continuous improvement
Tactic	2.4.4.3	Track Tangible Changes	Quantify the impact of changes made using NSWERS data and related decision support mechanisms using, for example, ROI analyses

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Mid Plains Community College
Northeast Community College
Southeast Community College
Western Nebraska Community College
Nebraska Department of Education
Nebraska State Colleges
Chadron State College
Peru State College
Wayne State College
University of Nebraska
University of Nebraska at Kearney
University of Nebraska-Lincoln
University of Nebraska Medical Center
University of Nebraska Omaha

AFFILIATE

Nebraska Department of Labor



nswers

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the **LB 1160** REPORT

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NSWERS

Statement of Net Position

September 30, 2021 and June 30, 2021

Unaudited

Assets	9/30/2021	6/30/2021
Current Assets:		
Cash & Investments	\$ 2,639,864	\$ 2,495,231
Accounts Receivable	290,740	17,500
Prepaid Expenses	13,057	18,861
Total Current Assets	<u>2,943,661</u>	<u>2,531,592</u>
Liabilities		
Current Liabilities:		
Accounts Payable	21,201	33,293
Total Current Liabilities	<u>21,201</u>	<u>33,293</u>
Net Position		
Unrestricted	2,922,460	2,498,299
Total Net Position	<u>\$ 2,922,460</u>	<u>\$ 2,498,299</u>

Support Material for Agenda Item 10.1
October 27, 2021

NSWERS

Change in Net Position

For the Month Ended September 30, 2021

Unaudited

		Fiscal YTD	Fiscal YTD
	FY22 Budget	9/30/2021	Budget Variance
Operating Revenues			
Foundation contributions	\$ 1,164,413	\$ 400,867	\$ (763,546)
University of Nebraska contributions	187,823	137,823	(50,000)
Metro Community College contributions	70,000	-	(70,000)
Department of Education contributions	135,417	135,417	-
Total Operating Revenues	1,557,653	674,107	(883,546)
Operating Expenses			
Wages	636,325	81,863	(554,462)
Benefits	335,874	18,938	(316,936)
Total Personal Services	972,199	100,801	(871,398)
Operating expenses	51,635	3,533	(48,102)
Rent	-	-	-
Travel	26,675	28	(26,647)
Insurance	30,000	5,804	(24,196)
Legal services	25,000	5,633	(19,367)
Auditing services	25,000	-	(25,000)
Business services	85,000	21,147	(63,853)
Other contractual services	584,500	113,000	(471,500)
Software	82,500	-	(82,500)
Equipment	30,000	-	(30,000)
Total Operating Expenses	1,912,509	249,946	(1,662,563)
Increase in Net Position	(354,856)	424,161	779,017
Net Position			
Net position, beginning of year	-	2,498,299	-
Net position, end of year	\$ (354,856)	\$ 2,922,460	\$ 779,017

NSWERS

Supplemental Information

September 30, 2021

Unaudited

Contractual Services:	Contract Amount	Paid as of September 30, 2021	Remaining Contract Amount
Student 1	75,000	75,000	-
Magnolia Consulting	70,000	70,000	-
University of Nebraska	85,588	56,392	29,196
University of Nebraska IT	10,624	-	10,624
Nebraska Dept. of Education	14,400	2,100	12,300
KSB School Law	Billable Rate	26,209	N/A
Prepaid Expense:	Amount Paid	Cummulative Expense	Prepaid as of September 30, 2021
Aon Risk Services - 3/1/21 - 3/31/22	28,291	15,234	13,057