

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

April 26, 2023, 1:30 p.m.

Varner Hall Board Room, 3832 Holdrege Street, Lincoln, NE 68583

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

1. CALL TO ORDER – President Paul Turman called the meeting to order at 1:32 p.m.

Roll Call

Roll Call showed the following Executive Council members in **attendance**:

Chancellor Paul Turman, NSWERS President
Deputy Commissioner Deborah Frison, NSWERS Secretary/Treasurer
Chief of Staff/Corporation Secretary Phil Bakken, NSWERS Member

Roll Call showed the following NSWERS member **absent**:

President Paul Illich, NSWERS Vice-President

Announcement of the placement of the Open Meetings Act information

Dr. Turman announced that information regarding the Open Meetings Act is posted on the wall of the Varner Hall Board Room and is available on the NSWERS.org website.

1.1 PUBLIC COMMENT PERIOD

No public comment.

1.2 APPROVAL OF MEETING AGENDA

No agenda items were removed, added, or corrected.

Approval of the agenda as presented passed with a motion by Dr. Deborah Frison, second by Mr. Phil Bakken.

Dr. Paul Illich	Absent
Dr. Deborah Frison	Yea
Dr. Paul Turman	Yea
Mr. Phil Bakken	Yea

1.3 Approve Minutes of NSWERS business meeting, January 25, 2023

Motion to approve the minutes of the January 25, 2023 NSWERS Executive Council Business meeting passed with a motion by Mr. Phil Bakken, second by Dr. Deborah Frison.

Dr. Paul Illich	Absent
Dr. Paul Turman	Yea
Mr. Phil Bakken	Yea
Dr. Deborah Frison	Yea

2. SPECIAL PRESENTATIONS AND DISCUSSIONS

- 2.1** The NSWERS Staff provided a presentation and demonstration of the minimum viable product (MVP) of the secure web portal, insights+, that has been in development over the previous months and will be the mechanism to securely communicate and interact with the partners' longitudinal data across the education and workforce spectrum.

Ongoing feedback and demonstrations to Executive Council members would be appreciated as the NSWERS team continues to progress through developing and implementing the remainder of the outcomes in insights+.

3. ITEMS FOR DISCUSSION AND/OR ACTION

- 3.1** Discuss, consider, and take all necessary action with respect to the proposed NSWERS Data Management Policy and Procedures.

Motion to approve the proposed NSWERS Data Management Policy and Procedures document. The motion was made by Mr. Phil Bakken and seconded by Dr. Deborah Frison.

DISCUSSION: Dr. Hastings provided information related to the development of the proposed NSWERS Data Management Policy and Procedures document. The proposed document combines the previously approved Data Sharing and Management Policy and Procedure document, the Data Security and Access Policy document proposed at the January 2023 meeting, and added information related to data governance, data requests, data security, and data quality. Updates were made to the data request process that make it more streamlined and also more secure. As test cases for data requests are submitted, the policy should be reviewed to ensure that all scenarios are covered in the policy and procedure document.

Mr. Phil Bakken	Yea
Dr. Deborah Frison	Yea
Dr. Paul Turman	Yea
Dr. Paul Illich	Absent

3.2 Discuss, consider, and take all necessary action with respect to the proposed revisions to the NSWERS data specifications.

Motion to approve the proposed revisions to the NSWERS data specifications to version 1.2.0. The motion was made by Dr. Deborah Frison and seconded by Mr. Phil Bakken.

DISCUSSION: Dr. Hastings provided an overview of the proposed changes to the data specification documents in version 1.2.0. There are no new data elements being added, only minimal changes to technical aspects of the files and clarifications to use of data elements. These changes and clarifications were derived from the data submission, validation, and certification processes for the ten-year tranche of data and requests from partners.

Dr. Paul Turman	Yea
Dr. Deborah Frison	Yea
Mr. Phil Bakken	Yea
Dr. Paul Illich	Absent

3.3 Discuss, consider, and take all necessary action with respect to the proposed budget for NSWERS for the fiscal year 2023-2024.

Motion to approve the proposed budget for NSWERS for the fiscal year 2023-2024. The motion was made by Mr. Phil Bakken and seconded by Dr. Deborah Frison.

DISCUSSION: Dr. Hastings presented an overview of the proposed budget for NSWERS for the 2024 fiscal year, which is transitioning to have the operating request align more with actual spending and also adjusts staffing priorities. Additional travel expenses, software, and technical consulting costs are anticipated with continued emphasis on insights+ development and implementation.

Dr. Deborah Frison	Yea
Mr. Phil Bakken	Yea
Dr. Paul Turman	Yea
Dr. Paul Illich	Absent

3.4 Discuss, consider, and take all necessary action regarding contracting for technical consulting services and support for the enhancement of NSWERS' insights+ web portal and the delegation of authority to negotiate terms and execute an agreement.

Motion to delegate to the Executive Director of NSWERS the authority to negotiate terms and execute an agreement for technical consulting services and support for the enhancement of NSWERS' insights+ web portal not to exceed \$500,000. The motion was made by Dr. Deborah Frison and seconded by Mr. Phil Bakken.

DISCUSSION: Dr. Hastings explained that the current contract and scope of work associated with the request for proposal (RFP) from the previous year for work on the

initial architecture and development of the secure web portal will expire soon, therefore NSWERS is seeking approval to initiate the RFP process again for enhancements to the insights+ platform. This approval would include delegation of authority to Dr. Hastings to conduct the competitive RFP process, negotiate terms and execute an agreement for the technical consulting services for these enhancements not to exceed \$500,000.

Dr. Paul Turman	Yea
Mr. Phil Bakken	Yea
Dr. Deborah Frison	Yea
Dr. Paul Illich	Absent

4. EXECUTIVE DIRECTOR'S REPORT

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

v1.0 Data Submission Progress. Dr. Hastings provided an update regarding data submission progress for the partners. All data has been fully submitted, validated, and certified for all partners except for three community college partners, one of which has been previously discussed at length. Mid-Plains Community College and Western Nebraska Community College have both received certification reports that are being reviewed.

NSWERS received a letter from Central Community College (CCC) related to moving forward with signing the data sharing agreement and submitting data to the NSWERS data system. There is additional clarity needed, therefore a letter will be drafted and sent back to Central Community College.

Data Submission Calendar. Now that the majority of the ten-year tranche of data has been certified, NSWERS is moving along with the regular cadence of the data submission process, with workforce data matching from the unemployment insurance system coming up in May.

NSWERS Advisory Committee. The NSWERS Advisory Committee meeting will take place on Tuesday, May 2, at the Nebraska Innovation Campus. The NSWERS team will provide an update on progress since the previous meeting in May 2022 on the data system and the Data Work Group sessions that were a result of the previous Advisory Committee meeting.

Data Workgroup Meeting Summary. Dr. Hastings highlighted the summary document, which has been reviewed and approved by the Management Committee and the Nebraska Department of Labor, for the Data Workgroup meetings from Fall 2022 and the five key insights from the meetings.

Insurance Update. Dr. Hastings provided an update on the insurance policies for NSWERS. A public officials policy has been secured and there was a premium reduction. An E&O and cyber liability proposal was recently received, also with a premium reduction; the proposal has been sent to the University of Nebraska and KSB Law for review.

NSWERS Staffing Update. Dr. Hastings provided a brief staffing update. Tom Choi, a Data Scientist currently serving as NSWERS intern while finishing up his degree, will start full time in June 2023. A Graduate Research Assistant has also been hired from the UNL Department of Statistics, Michael Grantham, and he will start work with the Research team in June 2023.

NSWERS Strategic Plan Progress. Dr. Hastings gave an updated overall progress towards NSWERS Strategic Plan 2021-2023, which is updated quarterly prior to Executive Council meetings and available on the NSWERS website at www.nswers.org/progress. Overall Progress is at 76%, up 8% since January 2023; Goal 1 (Establish Data System) is at 92%; and, Goal 2 (Evaluate Efficacy) is at 61%.

5. INFORMATION ITEMS AND REPORT

5.1 NSWERS Treasurer's Report – Dr. Deborah Frison

Dr. Frison reported that she had a discussion with Dr. Hastings about the financial reports for NSWERS and turned it over for his discussion. Dr. Hastings highlighted a change for this quarter that adds a line item related to capital assets, which is the development of the secure web portal, insights+. A note that the contracts page shows the life to date of the contracts, not just the fiscal year total of the contract expense.

5.2 Central Community College Data Sharing Agreement

CCC shared a letter with NSWERS indicating their interest in completing a new data sharing agreement. NSWERS legal counsel is currently reviewing the letter. NSWERS intends to reconnect with CCC in May to complete the next steps towards a revised data sharing agreement.

6. ADJOURNMENT

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

Dr. Deborah Frison	Yea
Dr. Paul Illich	Absent
Dr. Paul Turman	Yea
Mr. Phil Bakken	Yea

President Turman adjourned the meeting at 3:41 p.m.

At this time, a NSWERS Executive Council Meeting is scheduled to be held on July 26, 2023, at a time and place to be determined. It was communicated to the Executive Director that there is a scheduling conflict for members of the Executive Council on that date, therefore a new date will be determined.

DATA MANAGEMENT **POLICY & PROCEDURES**

Version 2.2



Nebraska Statewide Workforce & Educational Reporting System

Adopted by the NSWERS Executive Council on April 26, 2023



These policy statements pertain to the Nebraska Statewide Workforce & Educational Reporting System (NSWERS) under the authority of the NSWERS Executive Council, operated and maintained by NSWERS at the University of Nebraska. NSWERS operates as a public body corporate and politic of the State of Nebraska pursuant to the Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801 to 13-827). All changes or amendments to these policies require approval of the NSWERS Executive Council.

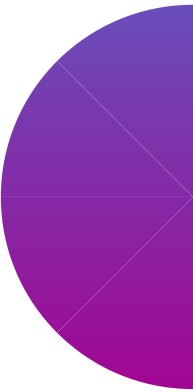
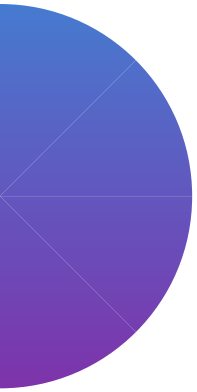
PURPOSE

This document outlines the data management policies for the Nebraska Statewide Workforce & Educational Reporting System (NSWERS). It defines governance of the NSWERS data system, related privacy and confidentiality considerations, data access of use obligations, data request and disclosure conditions, approaches to data security, and processes to ensure data quality.

SCOPE

NSWERS maintains administrative data from state agencies, local governments, and third-party organizations necessary for the operation and maintenance of a “comprehensive, sustainable, and robust lifelong learning and workforce longitudinal data system” (**Nebraska Legislative Bill 1160, 2020**). NSWERS maintains separate data sharing agreements with each data contributing entity.

This document focuses on the layers of technology and management processes directly controlled by NSWERS. It applies to all employees, loaned employees, contractors and any individual or group transferring data to, storing data within, and requesting access to NSWERS data and/or the NSWERS data system.



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DATA **GOVERNANCE**



DATA GOVERNANCE

The Nebraska Statewide Workforce & Educational Reporting System (NSWERS) and its data systems operate under the authority of the NSWERS Executive Council. Related administrative functions are the responsibility of the NSWERS Executive Director who may delegate certain functions to NSWERS staff. The Executive Director, or his or her designee, is responsible for faithfully executing the policies and directives of the NSWERS Executive Council or seeing that they are executed by NSWERS staff.

NSWERS governs data in accordance with state and federal laws and regulations including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) [20 U.S.C. 1232g, and applicable regulations at 34 C.F.R. 99], Department of Labor regulations [20 C.F.R. Part 603 and Neb. Rev. Stat. §§48-612 and 48-612.01], the Individuals with Disabilities Education Act (IDEA), the Protection of Pupil Rights Amendment (PPRA), and the National School Lunch Act (NSLA). All these laws and policies are essential to maintaining the confidentiality of individual records as they are collected and maintained in the NSWERS data system. Changes and additions to state and federal laws and regulations are periodically reviewed to determine whether this policy complies.

PARTNERS, AFFILIATES, AND CONTRIBUTORS

NSWERS Partners are public agencies within the meaning of Nebraska Revised Statutes §13-803 and are signatories to the NSWERS Interlocal Agreement. NSWERS Partners include:

- The Nebraska Department of Education (NDE),
- Central Community College (CCC),
- Metropolitan Community College (MCC),
- Mid-Plains Community College (MPCC),
- Northeast Community College (NCC),
- Southeast Community College (SCC),
- Western Nebraska Community College (WNCC),
- The Nebraska State College System (NSCS), and
- The University of Nebraska System (NU).

NSWERS Affiliates are those entities that are required by state statute to contribute data into the NSWERS data system but are not signatories to the NSWERS interlocal agreement. The NSWERS Affiliate includes:

- The Nebraska Department of Labor (NDOL)

NSWERS Contributors are those entities that contribute data into the NSWERS data system but are not Partners or Affiliates. The NSWERS Contributor includes:

- The National Student Clearinghouse (NSC)





DATA OWNERSHIP AND RETENTION

NSWERS Partners and Affiliates retain ownership of the data they submit into the NSWERS data system. NSWERS functions as a custodian of this data.

NSWERS will retain Partner and Affiliate information consistent with the individual data sharing agreements executed with each entity, **but not for more than twenty years.**

THE NSWERS DATA SYSTEM

The NSWERS data system contains individual records from public agencies, local governments, and third-party organizations for the purpose of supporting program evaluation, conducting longitudinal analysis, and informing policy decisions. Integrating individual records within the NSWERS data system provides the capability to examine trends and patterns in student performance and outcomes that are impossible to assess by examining education data on its own. As such, the NSWERS data system contains information about all public school districts and postsecondary education institutions in Nebraska, including students in pre-kindergarten programs (programs for children prior to kindergarten), kindergarten programs, grades one (1) through twelve (12), two- and four-year postsecondary education, adult learners, and students receiving special education services through age twenty-one (21) and their workforce- and employment-related outcomes. It also contains information about school district and postsecondary institution personnel.

DESTRUCTION OF DATA

NSWERS complies with destruction requests from data contributing agencies. Partner, Affiliate, and Contributor information shall be destroyed by securely deleting or purging the information from utilized data systems and physically destroying any information maintained in a physical media or format.

RESPONSIBILITIES OF THE NSWERS

NSWERS is responsible for:

- Guaranteeing the security and confidentiality of the data maintained within the NSWERS data system.
- Publishing a Data Collection Calendar, along with instructions for data submission, validation and certification.
- Maintaining a Data Dictionary that is accurate, up-to-date, and available to accompany any reports generated.
 - The NSWERS Data Dictionary should contain metadata (the data about the data) to increase understanding of the data elements themselves during data collection and data reporting.
 - The metadata includes definitions, business rules, formatting information, and justification/reporting requirements for collecting the data element.
- Providing guidance and assistance to Partner and Affiliate personnel, or other data contributing entities, as needed to complete data submissions.
- Ensuring that information from the NSWERS data system is made available to those with a legitimate educational interest to access data, and to guard against improper disclosure of the data.
- Ensuring that NSWERS staff complete annual FERPA and data security training.
- Implementing appropriate measures to protect the confidentiality of individual records through training and outreach to NSWERS staff, NSWERS Partners and NSWERS Affiliates.
- Maintaining documentation of NSWERS staff with access to individual-level information for the purposes of his or her job duties.
- Ensuring that public-use data only display summary or aggregate views that suppress small cell sizes. Data on individuals cannot be accessed by anyone at public-use level.
- Ensuring that NSWERS staff do not create, collect, store, use, maintain, or disseminate private or confidential data on an individual in violation of federal or state law.
- Ensure that any contracts with third parties to perform system manager function require that data be protected by the same security rules, as well as any applicable FERPA protections.
- Determining if personally identifiable information has been improperly disclosed by a NSWERS contractor.





PARTNERS AND AFFILIATES ARE RESPONSIBLE FOR:

As the originators of data residing within the NSWERS data system, NSWERS Partners and Affiliates are responsible for ensuring the accuracy, quality, completeness, and timeliness of the data they submit into the NSWERS data system.

NSWERS Partners and Affiliates are responsible for adhering to the NSWERS Data Quality policies and procedures established herein. NSWERS Reporting Standards and Data Collection Calendar define applicable review windows and data collection dates.

INCIDENT MANAGEMENT

Should a data breach or cybersecurity event occur, NSWERS immediately informs NU ITS personnel and follows the University of Nebraska's incident management plan.


VIOLATIONS

Appropriate procedures shall be followed in reporting any breach of security or compromise of safeguards. Any person engaging in unauthorized use, disclosure, alteration, or destruction of data held by NSWERS in violation of this policy shall be subject to appropriate disciplinary action.



DATA **PRIVACY AND** **CONFIDENTIALITY**

DATA PRIVACY AND CONFIDENTIALITY



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

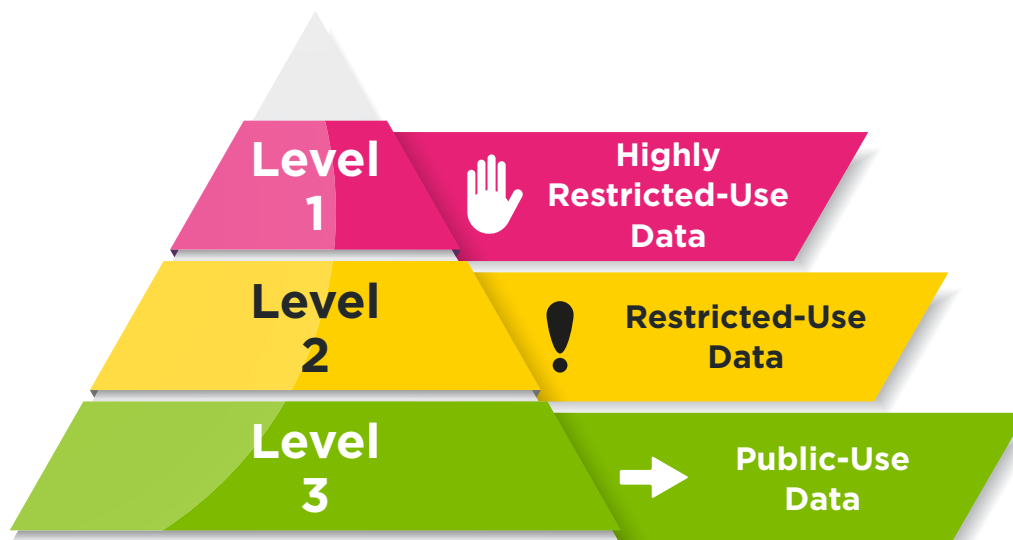
Workforce-related data also are protected and secured by federal law, such as **Section 303 of the Social Security Act**, for which the U.S. Department of Labor has promulgated **Title 20, Part 603** of the Code of Federal Regulations. Furthermore, the federal **Workforce Innovation and Opportunity Act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

PRIVACY RESOURCES

1. **A Stoplight for Student Data Use** - The Data Quality Campaign (DQC) has released this brochure that explains in a simple way the privacy laws that protect student data.
2. **Privacy Technical Assistance Center** - The U.S. Department of Education has created this website to help educators and parents understand the requirements of federal privacy laws.
3. **Data Integration Support Center** - The DISC supports public agencies in navigating the complexities of state and federal privacy and security regulations for integrated data systems through flexible, adaptable, and easily accessible resources, diverse media, expert guidance, and technical assistance.

NSWERS DATA USE CLASSIFICATIONS

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



Level 1 - Highly Restricted-Use Data

These are data that include identifiable data or information about the identity of individual persons. For the purposes of this policy, identifiable data means information that alone or in combination is linked or linkable to a specific individual and that would allow a reasonable person to identify the individual with reasonable certainty. Level 1 data elements

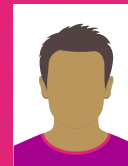
include: First Name, Middle Name, Middle Name Alias, Last Name, Last Name Alias, Full Name, Generation Code, Generation Code Alias, Birthdate, Student Address, Social Security Number, NDE Staff ID, and Local Staff ID. **NSWERS uses Level 1 data for record matching purposes only.** This type of data is very rarely shared, and only for record matching where expressly authorized under applicable state and federal law.

Personally Identifiable Information (PII)

Name
Lewis N. Clark

Birth Date
08/03/2004

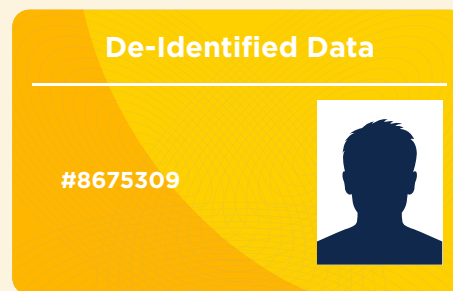
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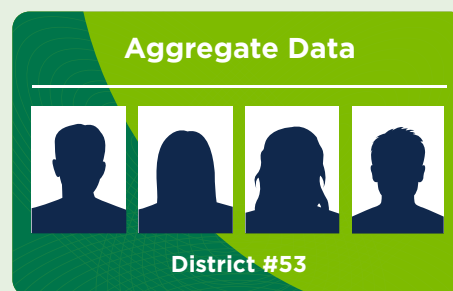
Level 2 - Restricted-Use Data

These are data that include de-identified but individual records (e.g., individual academic scores, enrollment codes and graduation outcomes). For the purposes of this policy, de-identified but individual level data means information that alone or in combination is linkable to a specific individual, but due to masking, does not allow a reasonable person to identify the individual with reasonable certainty. Level 2 data are typically what the NSWERS shares with Partners, Affiliates, Contributors and third parties for research purposes, and strict precautions are undertaken to ensure privacy and security.



Level 3 - Public-Use Data

These are data that summarize individual level data (e.g., graduation rates, college going rates, average GPAs). They appear in aggregate form and contain no individual records. NSWERS creates and uses Level 3 data to produce research products for public view (e.g., reports, dashboards, and informational presentations).



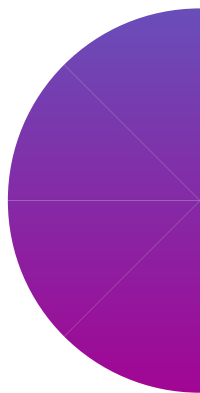
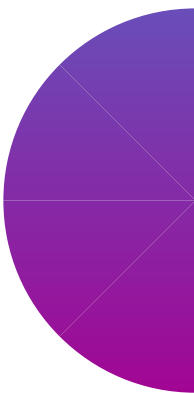
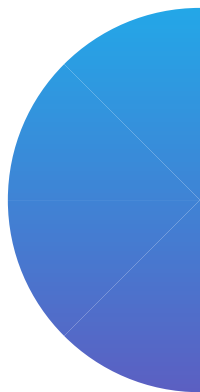
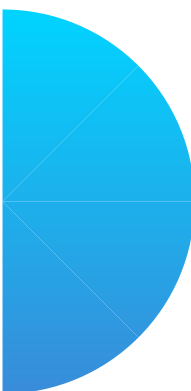
Even here, though, precautions are taken to protect individual identities. When discussing the graduation rates of students of various demographics at a particular high school or district, for example, we might be able to say more about some groups of students than others. For example, we might be able to freely compare the graduation rates of White students with Hispanic or African American students, but if there were only six (6) or seven (7) Native American students in the cohort, we cannot say as much about this group. Revealing even Level 3 or aggregate information (such as averages) of a group that small might still allow people to infer information about individual students. In such cases, NSWERS will suppress those values and statistics.

CONFIDENTIALITY PROTECTIONS

To ensure the confidentiality of individual records held by NSWERS, four (4) protections are in place at NSWERS. These include the assignment of a unique identifier, data security measures, restricted access protocols, and cell suppression.

1. Assignment of a unique number, called the NSWERS ID, protects the confidentiality of individual records in the NSWERS data system. A new NSWERS ID is generated for each unique student that is identified in the system. As the record enters the NSWERS data system, level 1 information is used to link a record to previous submissions. If a link is not made, a new NSWERS ID is generated and assigned. After this process, all Level 1 data is removed from the record. The NSWERS ID itself consists of a randomly generated “Universally Unique Identifier” (UUIDv4) that is not derived from any submitted data, ensuring no possibility of reverse engineering the original level 1 data used for linking.
2. Data security includes the technical measures put into place by the NSWERS to ensure that records are not lost, stolen, vandalized, illegally accessed, or otherwise rendered useless or compromised. Security measures include, but are not limited to, physical barriers, virtual access controls, Identity and Access Management (IAM), multifactor authentication, firewalls, Intrusion Detection/Prevention Systems (IDPS), and encryption (for more information, see the Data Security section of this policy).
3. Restricted access to the NSWERS data system and the information contained therein is ensured through Security Agreements and role-specific access, which is consistent with the requirements of FERPA (for more information, see the Data Access and Use section of this policy).
4. Cell suppression is implemented for public reporting purposes so that no individual can be identified by process of elimination where a group may include small numbers. Aggregate results do not show **fewer than ten (10) individual persons**. No reports are produced with figures or tables containing small enough cells such that individuals can be identified by a reasonable person.







DATA ACCESS AND USE

DATA ACCESS AND USE

Access to, and use of, the NSWERS data system and the information contained therein is restricted to authorized individuals only.

DATA ACCESS BY NSWERS STAFF

NSWERS staff exercise due care in accessing NSWERS data to protect it from unauthorized access, use, disclosure, release, alteration, or destruction. Accordingly, the NSWERS data system shall only be accessed for the legitimate business of NSWERS and as required in the performance of role-based job functions.

NSWERS staff are granted privileges consistent with their responsibilities to access NSWERS data and only after completing the NSWERS-required privacy and security trainings. All NSWERS staff are trained on both NSWERS and NU data privacy, confidentiality, and security policies and procedures. NSWERS staff are required to have knowledge of, and adhere to, the regulations of these policies and procedures as well as the Family Educational Rights and Privacy Act (FERPA). Additionally, all NSWERS staff are required to have on file an active Human Subject's Research Certificate from the Collaborative Institute Training Initiative (CITI Program).

Level 1 Data Access

Only authorized NSWERS staff may access Level 1 data, including:

- Executive Director
 - Requires access to Level 1 data to perform his or her job responsibilities: to fulfill oversight/supervisory expectations.
- Assistant Director for IT Applications Development
 - Requires access to Level 1 data to perform his or her job responsibilities: to import and link data as well as to validate the matching process.

Level 2 Data Access

Only authorized NSWERS staff may access Level 2 data, including:

- Assistant Director for Research & Evaluation
 - Requires access to Level 2 data to perform their job responsibilities: to prepare data for import, to clean and analyze data, to troubleshoot potential data linkage problems, and to create research summaries and data products.
- Data Scientist
 - Requires access to Level 2 data to perform their job responsibilities: to clean and analyze data, and to create research summaries and data products.
- Other NSWERS Staff
 - All other NSWERS staff may access Level 2 data only with written authorization by the NSWERS Executive Director for a legitimate business need, for a defined time period, and while under the supervision of an NSWERS Assistant Director.

Level 3 Data Access

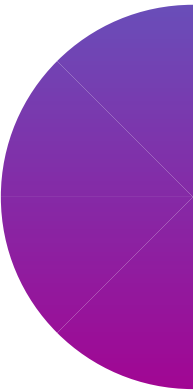
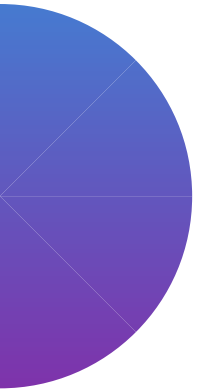
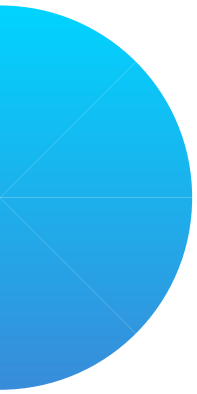
All NSWERS staff are granted access to Level 3 data.

NSWERS staff with access to individual-level information (i.e., Level 1 or Level 2 data) for the purposes of his or her duties must have a signed Security Agreement to Access Data (see Appendix B) on file. The Security Access agreement includes the specific aspect of data to which the individual has access, a justification as to the need for access, and the NSWERS Executive Director's signature indicating support for access and compliance with FERPA and the NSWERS Data Management Policy & Procedures. This security form, with the proper signature signoffs, is the impetus for the creation of a user account with access to the limited information related to his/her position.

DATA USE BY NSWERS STAFF

Authorized NSWERS staff may use information from the NSWERS data system to conduct ongoing research and program evaluation consistent with NSWERS' mission, goals, and the queries expressed in the NSWERS Information & Research Agenda. NSWERS Staff shall provide scientifically rigorous, independent, and objective research and program evaluation for Nebraska's education and workforce training systems.







DATA REQUESTS AND DISCLOSURE

DATA REQUESTS AND DISCLOSURE

Under no circumstances shall data from the NSWERS data system be released or disclosed except as expressly authorized under applicable state and federal law, and in accordance with the policies established by the NSWERS Executive Council. **The NSWERS Executive Council shall be provided with an audit log of all data requests made to and fulfilled from the NSWERS data system on a regular basis.**

DISCLOSING DATA BACK TO A PARTNER

Partners may request that NSWERS return data originating from their own data submissions. These types of data requests from Partners are known as “data return requests.” Data return requests are either “rejected” or “approved” based on the level of data being requested (see Appendix A – NSWERS Data Request and Disclosure Decision Matrix).

Level 1 Data Return Request

NSWERS shall not disclose Level 1 data back to Partners.

Level 2 Data Return Request

Partners may request that NSWERS return their Level 2 data. NSWERS shall disclose Level 2 data back to a Partner upon request.

Level 3 Data Return Request

Partners may request that NSWERS return their Level 3 data. NSWERS shall disclose Level 3 data back to a Partner upon request.



DISCLOSING LINKED RECORDS TO A PARTNER

Partners may request that NSWERS return their own records linked to data from another Partner, Affiliate, and/or Contributor. In other words, NSWERS Partners may request linked data for their own records. These types of data requests from Partners are known as “linked record requests.” Linked record requests are either “rejected”, “reviewed” for merit and subject to endorsement by the NSWERS Executive Council, or “approved” based on the level of data being requested (see Appendix A – NSWERS Data Request and Disclosure Decision Matrix). Characteristics of the data elements requested shall determine the necessity of a Research Proposal Application (RPA), a Data Disclosure Agreement (DDA), as well as the mode of data access (online only or file export capability).

Level 1 Linked Record Requests

NSWERS shall not disclose Level 1 linked records to a Partner.

Level 2 Linked Record Requests

Partners may request that NSWERS return their own records linked with Level 2 data from another Partner, Affiliate, and/or Contributor. Where permitted by federal and state law, subject to endorsement by the NSWERS Executive Council, and where appropriate contracts for data sharing are in place, NSWERS may disclose Level 2 linked data to a Partner. All Partners that have Level 2 information included in a linked record request shall be notified of the request and, if applicable, any disclosure made to the requestor.

Level 3 Linked Record Requests

Partners may request that NSWERS return their own records linked with Level 3 data from another Partner, Affiliate, and/or Contributor. Where permitted by federal and state law, NSWERS may disclose Level 3 linked data to a Partner. All Partners that have level 3 information included in a linked record request shall be notified of the request and, if applicable, any disclosure made to the requestor.



GENERAL DATA REQUESTS

Any entity (e.g., Partners, Affiliates, Contributors, and/or third parties) may request data from the NSWERS data system. Data requests that are not “data return requests” or “liked record requests” are known as “general data requests.” General data requests are either “rejected”, “reviewed” for merit and subject to endorsement by the NSWERS Executive Council, or “approved” based on the level of data being requested (see Appendix A – NSWERS Data Request and Disclosure Decision Matrix). Characteristics of the data elements requested shall determine the necessity of a Research Proposal Application (RPA), Institutional Review Board approval, a Data Disclosure Agreement (DDA), the applicability of fees, as well as the mode of data access (online only or file export capability).

Level 1 General Data Requests

NSWERS shall not release Level 1 data.

Level 2 General Data Requests

Any entity may request Level 2 data from the NSWERS data system. Where permitted by federal and state law, subject to endorsement by the NSWERS Executive Council, and where appropriate contracts for data sharing are in place, NSWERS may disclose Level 2 data. All Partners that have Level 2 information included in a general data request shall be notified of the request and, if applicable, any disclosure made to the requestor.

Level 3 General Data Requests

Any entity may request Level 3 data from the NSWERS data system. Where permitted by federal and state law, NSWERS may disclose Level 3 data. All Partners that have Level 3 information included in a general data request shall be notified of the request and, if applicable, any disclosure made to the requestor.



GENERAL DATA REQUEST REVIEW PROCESS

The NSWERS Executive Director has responsibility for determining whether a data request shall be granted consistent with the terms of this policy. **If the request does not meet the standards established by the NSWERS Executive Council for the appropriate release of data, the request must be denied.**

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

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

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

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

1. Contact Information:

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

2. Background Information about the Project:

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



3. Purpose of the Proposed Research:

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

4. Research Questions and Design:

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

5. Data Requested:

The RPA must contain a list of all requested data elements including the unit of analysis for each element and the academic year(s) for which the data are being requested. The information in this section represents only what is initially requested by the researcher and is subject to change prior to approval.

6. Proposed Data Collection Instruments/Protocols:

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

7. Human Subjects Protection:

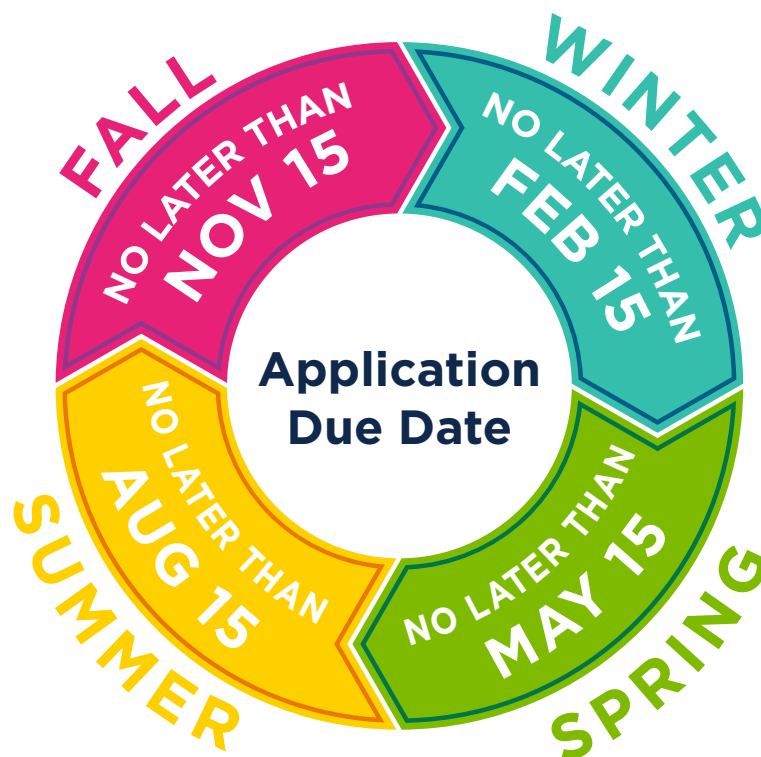
The researcher must provide evidence of Institutional Review Board (IRB) approval or exemption **upon submission of a general data request** to the NSWERS. Additionally, researchers must also describe the training that study PIs/co-PIs have completed and may be asked to provide evidence of their successful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



8. Reporting:

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

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



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

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

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

At their next regularly scheduled meeting, the NSWERS Executive Council is presented with a copy of each RPA and its corresponding Recommendation Memorandum. The NSWERS Executive Council then votes to either approve or reject the general data request for purposes of the study as described in the RPA.



Data Disclosure Agreement

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

1. Data Provided
2. Information Subject to the Agreement
3. Individuals Who May Have Access to Target Data
4. Limitations on Disclosure
5. Procedural Requirements
6. Security Requirements

7. Termination of the Agreement
8. Miscellaneous Provisions
9. Signature Page
10. Research Proposal Application (see above)
11. Acknowledgment of Confidentiality Requirements

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

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

NSWERS legal counsel is involved in the development of all DDAs to ensure legal requirements are met. If, during development of the DDA process, the NSWERS and the researcher cannot come to consensus on critical aspects of the agreement, the project is terminated and does not commence. No data are released until the DDA has been signed by the researcher and all applicable NSWERS parties. The researcher must sign the DDA first. It is also important to note that the release of individual data to a researcher is considered a loan of data (i.e., the recipients do not have ownership of the data). Researchers are required to validate destruction of the data through the submission of the Data Destruction Assurance (see Appendix F) form once the research is completed as part of their signed agreements. The end date for the project is identified in the approved RPA.

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



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

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

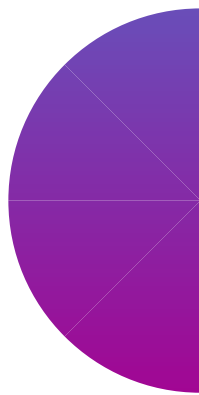
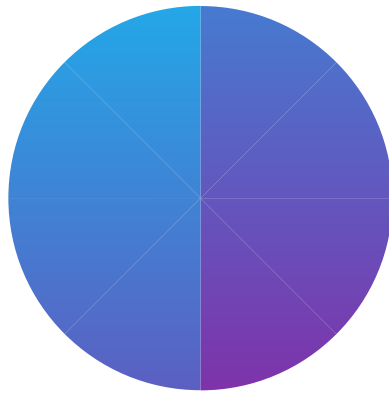
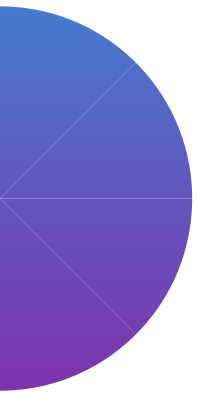


15.	Data are destroyed at conclusion of the research project under NSWERS supervision; the Data Destruction Assurance Form is completed by the researcher and submitted to the NSWERS for verification.
16.	If a research report is made publicly available, the researcher provides a link for archival on the NSWERS website.

This process is necessary to:

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







DATA **SECURITY**

DATA SECURITY

There are at least two barriers between the NSWERS data system and an unauthorized individual or entity, including but not limited to physical barriers, virtual access controls, Identity and Access Management (IAM), multifactor authentication, firewalls, and Intrusion Detection/Prevention Systems (IDPS).

STORAGE

In reference to NU Executive Memoranda 41 and 42, NSWERS designates all data contained in the NSWERS data system as “high risk” and employs security standards commensurate with said classification.

NSWERS data are encrypted in transit and at rest. The underlying infrastructure is reviewed regularly, with security vulnerabilities addressed immediately. Mechanisms are in place to record and examine access to the NSWERS data system. Additional measures confirm that NSWERS data are not altered or destroyed improperly.

External and public-facing resources created and controlled by NSWERS never access the NSWERS data system directly. NSWERS employs dual methods of control, authentication, and access. NSWERS implements role based, unique user, password protected credentials to access NSWERS data.

TRANSFER OF DATA

Transfers between NSWERS and data contributing entities use the secure NSWERS web portal (i.e., insights+) and/or Secure File Transfer Protocol (SFTP). In transfer, data are encrypted and conform to Federal Information Processing Standard (FIPS) 140-2 or superseding versions. NSWERS may use other secure data transfer methods depending on the requirements or preferences of the data contributing agency.





DATA **QUALITY**

DATA QUALITY

DATA SUBMISSION CALENDAR

NSWERS has established dates and timelines necessary for data submission from the Partners, Affiliates, and Contributors into the NSWERS data system. This annual calendar outlines submission, validation, and certification dates for PK-12 education, two- and four-year postsecondary education, and workforce entities (annually, triannually, or quarterly). See Appendix G for a visual of the NSWERS Data Submission Calendar. NSWERS provides guidance and assistance to NSWERS Partner and Affiliate personnel as needed to complete data submissions.

PK-12 Education

PK-12 education partners shall submit data **annually** into the NSWERS data system, with the annual submission occurring on February 1 of each calendar year.

Two-Year Postsecondary

Two-year postsecondary institutions may choose between submitting data **annually or triannually** into the NSWERS data system. If the partner opts for the annual submission, the data submission shall occur on October 1 each calendar year. If the partner opts for the triannual submission, the dates for submission shall be October 1, February 1, and July 1 of each calendar year.

The two-year postsecondary partners may change their submission cadence from annually to triannually, or vice versa; however, with the next submission, they would need to ensure that their data is caught up to “present.”

Four-year Postsecondary

Four-year postsecondary institutions shall submit on a triannual data submission cycle, with the dates for submission occurring on October 1, February 1, and July 1 of each calendar year.

Workforce

On a **quarterly** basis, two sets of data files are submitted to the Nebraska Department of Labor (NDOL). One type of file is a full data request for quarterly data beginning in the first quarter of 2009 for any students that are new to the NSWERS data system or have no previous records. The second is a request for updates on previously requested data for matched records. NSWERS submits



data to NDOL on September 1, December 1, March 1, and June 1. NDOL matches the submitted data files with quarterly UI wage data and returns it to NSWERS; the NSWERS data system securely retrieves those files, runs validation, and inserts valid records.

National Student Clearinghouse

Data matching requests are submitted biannually to the National Student Clearinghouse (NSC). Matched data from the NSC is used, in part, to operationalize NSWERS' college going, postsecondary persistence, and postsecondary completion outcomes for students that attend out-of-state and non-public institutions. NSWERS submits a data matching request to NSC on or about April 15th of each calendar year. The second request is submitted on or about December 15th of each calendar year.

NSWERS DATA STANDARD

The NSWERS data standard defines the data collected by the NSWERS data system. It was developed in collaboration with the NSWERS Data and Technology Committee members (data experts from all partner entities). The standard outlines the systems and services that create, exchange, and consume data via a common set of exchange formats. Through the data standard creation process, four NSWERS data file specification documents were developed: PK-12 education, two-year postsecondary, four-year postsecondary, and workforce.

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

The data dictionary contains the data file specification documents. These documents describe the data elements collected by NSWERS and include valid values and data validation rules that can be performed prior to data submission, where appropriate.

The Data Specification Files are updated annually. NSWERS Executive Council approval occurs at the second business meeting of the calendar year, and an official full release for implementation on August 1. Partners will have approximately three months to prepare for August implementation.



ADDITION OF NEW DATA ELEMENTS

From time to time, it may be necessary to add new data elements to the NSWERS data system. The cycle described below assumes that the partners already collect the data element but do not submit it to the NSWERS data system.

To proceed, the requester will create a high-level proposal for the new data element request with rationale. The proposal will be presented to NSWERS for review and discussion. This process should start around the beginning of the calendar year.

Once the NSWERS staff have reviewed the new data element proposal, and if there is support for its addition, the request will be presented to the NSWERS Management Committee for their feedback and approval. This will also begin conversations concerning the existing availability of the data element in partner/affiliate systems as well as the location of the element within the data specifications and files; this process may include involvement from NSWERS partners/affiliates. Approval from the NSWERS Management Committee should occur no later than March 31.

Concurrent with information gathering and approval from the NSWERS Management Committee, NSWERS legal counsel shall determine if the addition of the new element(s) would require a new data sharing agreement. If deemed necessary, legal counsel will draft an updated data sharing agreement, including new proposed data specifications, to be routed to partners and affiliates for signatures.

The proposed new data elements will be presented to the NSWERS Executive Council at the second quarterly business meeting of the year, typically in April. The Council will only need to approve the changes if the new data element additions trigger an update to the data sharing agreement, otherwise the presentation serves as their notification. The NSWERS Executive Council will be provided a high-level overview of the changes or additions, a red-line version of the data specification changes, and a clean draft of new data specifications, if approved. If a new data sharing agreement will be necessary, it will also be presented at this time.

Upon approval, the updated data specification documents will be provided to NSWERS partners/affiliates in May of each year with the expectation that any changes to data collection and reporting begin in August of that same year. Doing so will allow at least three months for internal discussions, training, updating database queries, and any other steps necessary for the partners/affiliates to submit the updated data elements into the NSWERS system at their next data submission deadline, after August.



NSWERS SECURE WEB PORTAL (INSIGHTS+)

NSWERS shall grant initial access to partner admin users and any additional users requested at the time of insights+ deployment for initial training and product use. After initial deployment, the partner admin role may add users from their institutions for a specified role within the insights+ system. User roles determine system functionality related to data management, certification, product review, or research. Usernames will be the institution email address connected to the organization's single sign-on provider or a secure login via Auth0.

To ensure data privacy and security, partner/affiliate communications with NSWERS related to individual educational or workforce records shall occur within the encrypted messaging portal built into the insights+ system.

Designated data managers from NSWERS partners and affiliates shall utilize the most current version of the NSWERS data specification files to create their files for upload. Data specification files can be found on the NSWERS website. Questions about file creation should be directed to the NSWERS Engagement Specialist.

Once files are uploaded, the status of each file can be monitored in the insights+ web portal. Uploaded files will automatically pass through a multi-stage validation process. Partners and affiliates may review the file's status at any time. Errors may be viewed or downloaded in a .csv file for review.

The first level of validation ensures the files meet the formatting and layout rules detailed in the file specifications. The second level ensures that relationships between the data are intact and valid. The third level checks submitted data against historical data to highlight any anomalies that may require further investigation. Upon successful validation, submitted files are then held pending the data certification process.


Within insights+, the data certification process aims to identify suspected and known issues with the submitted and validated data- items which the data certifier will need to confirm are correct or will need to work with the data manager to correct by re-submitting relevant files for validation. Once data files are marked as certified, the files are de-identified, matched against other records, and loaded into the NSWERS research database. Details on the status of this process are available in real-time from the insights+ portal.



NSWERS partners and affiliates are responsible for ensuring that submitted data is accurate during the validation and certification processes. To maintain data privacy and security, and to preserve the informational chain of custody, NSWERS staff cannot edit original source data files submitted by partners or affiliates. It is the responsibility of the partner and affiliate to resolve errors discovered during data submission, validation, and certification processes. Corrected data files should be re-uploaded by partners into the NSWERS data system.

Any education or workforce records submitted to NSWERS must be submitted via the secure insights+ portal. Within insights+, NSWERS maintains an auditable log of all data that is submitted to the data system. Partners may delete any data submissions uploaded into the NSWERS data system. **Doing so will permanently remove the data.** Prior to the data being permanently removed, several confirmations and checks must be completed to ensure this irreversible step should in fact be enacted.

Delete All Submissions



You are about to delete all data submissions uploaded into the NSWERS data system by your agency/institution. This feature permanently removes data. Deleted data will not be recoverable. If you proceed, other users associated with your agency/institution may be notified and system functionality will be affected.

Please enter your initials to indicate you wish to proceed:

Initials

Cancel

Proceed



Data Submission

Data submissions will be made using a browser-based file upload process through the insights+ secure portal. For security purposes, an NSWERS staff member will first need to create a user account for the person(s) from each Partner of Affiliate entity who will be responsible for uploading data into the NSWERS data system. Once the account(s) is created, a system generated email prompting a password reset will be sent.

Data Validation

To support data quality, the NSWERS data system will automatically move the files through a three-step validation process. During this process, real-time feedback on the status of files with row-specific error messages, where applicable, will be available. The three levels of validation include:

Level 1 validation focuses on basic row-level data validations. This step ensures that a row has the same column count as specified in the data specifications. For example, for each column in that row, does the data match the specified data type; does the data match the format for the specified entity; if the column is restricted to a set, does the data represent one of the valid set values; do all required columns contain data; and ensure related columns that require a unique code are unique.

Level 2 validation focuses on ensuring the validity and integrity of keys and relationships between various files, and other checks that require additional logic. This step ensures that columns used as primary keys are unique within the file, and columns that are used as foreign keys to other files include that data in the external file. Operationally, this means all related files must be uploaded prior to being able to perform L2 validation.

Level 3 validation focuses on longitudinal data quality and relies on historical data for comparison. This step compares newly submitted data to the previously submitted data, and any data that deviates above a certain threshold is flagged for review.



Data Certification

Once the validation process is complete and all files have cleared, NSWERS will follow up with the partner or affiliate regarding the data certification process. Data submission will not be considered final until the data has been officially certified by the partner or affiliate. A separate certification report with summary statistics of the data submission will be provided to support the review prior to certification.

Late Data Submissions

NSWERS partners and affiliates are responsible for adhering to the deadlines identified in the NSWERS Data Submission Calendar (see Appendix G). Tardy data submissions should be communicated with the NSWERS Engagement Specialist. If no communication occurs and data is not submitted within two weeks of the data submission deadline, the partner or affiliate data certifier will be notified. If no progress is made within three weeks of the submission deadline, the NSWERS Management Committee member will be notified. If the data is one month late with no progress on the submission, the partner or affiliate CEO will be notified.





TERMS & **DEFINITIONS**

TERMS AND DEFINITIONS

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

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

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

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

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

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

Directory Information, as defined by FERPA, is information contained in the education records of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Typically, "directory information" includes information such as name, address, telephone listing, participation in officially recognized activities and sports, and dates of attendance. A school may disclose "directory information" to third parties without consent if it has given public notice of the types of information which it has designated as "directory information," the parent's/guardian's or eligible student's right to restrict the disclosure of such information, and the period of time within which a parent/guardian or eligible student has to notify the school in writing that he or she does not want any or all of those types of information designated as "directory information" disclosed. The means of notification could include publication in various sources, including a newsletter, in a local newspaper, or in the student handbook. The school could also include the "directory information" notification as part of the general notification of rights under FERPA. The school does not

have to notify a parent/guardian or eligible student individually. (34 CFR § 99.37.) Directory information does not include a student's social security number or student identification (ID) number, except when a student ID number, user ID, or other unique personal identifier is used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user.

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

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

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

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

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

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

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

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

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

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

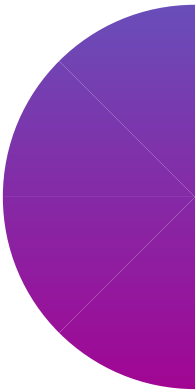
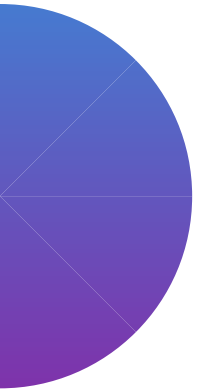
7. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

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

NSWERS Partners are all public agencies within the meaning of Nebraska Revised Statutes §13-803 and are signatories to the NSWERS Interlocal Agreement.

NSWERS Affiliate are those entities that contribute data into the NSWERS data system but are not signatories to the NSWERS Interlocal Agreement.

NSWERS Contributors are those entities that contribute data into the NSWERS data system but are not Partners or Affiliates.





ACRONYM REFERENCES

ACRONYM REFERENCES

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



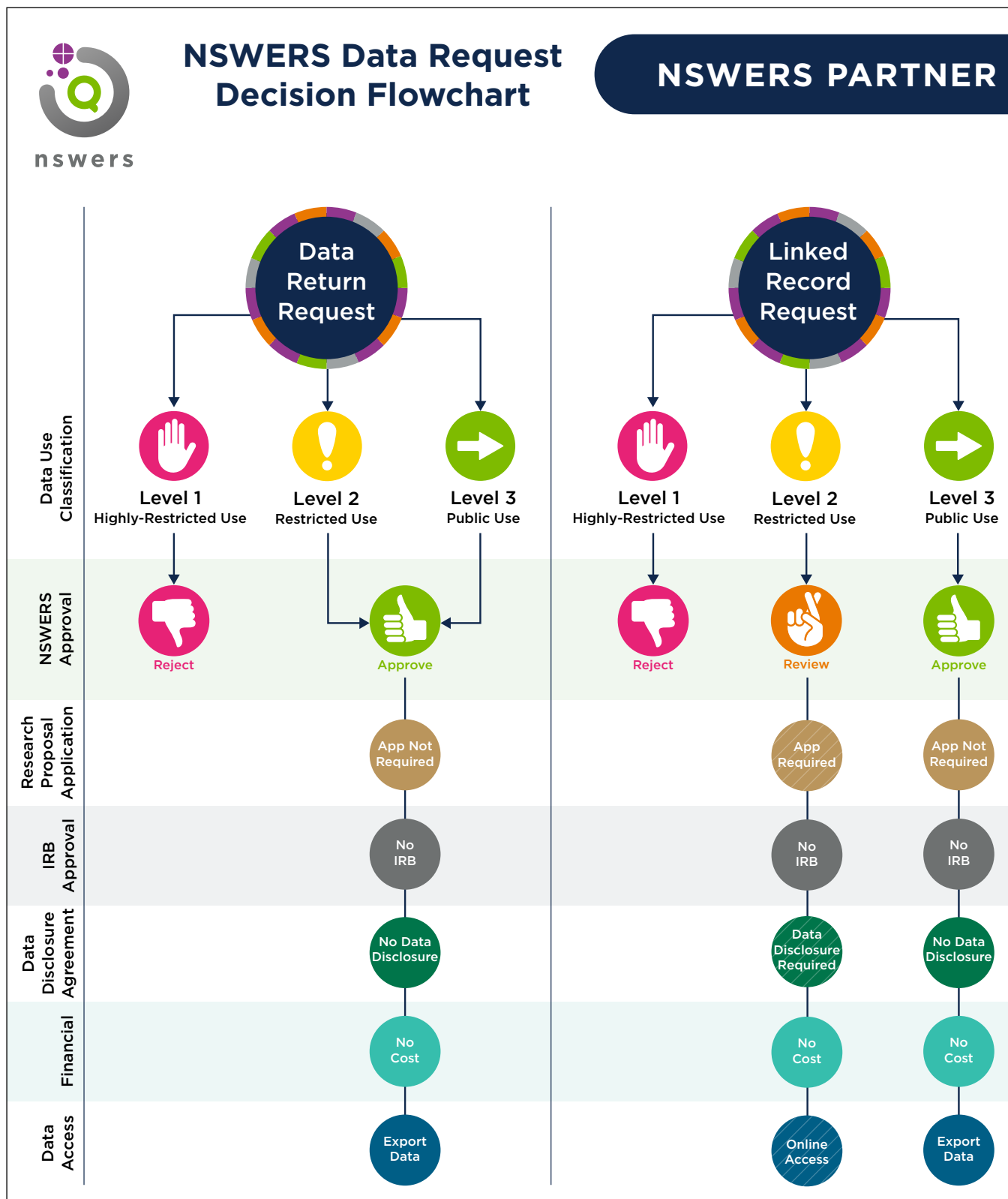
APPENDICES

APPENDIX A

NSWERS DATA REQUEST & DISCLOSURE DECISION MATRIX

DATA REQUEST CHARACTERISTICS		DATA DISCLOSURE DETERMINATION					
Request Type	Data Use Classification	NSWERS Approval	Research Proposal Application	IRB Approval	Data Disclosure Agreement	Financial	Data Access Mode
Data Return Request*	Level 1 - Highly Restricted-Use	Reject	—	—	—	—	—
	Level 2 - Restricted-Use	Approve	Not Required	Not Required	Not Required	No Cost	Export
	Level 3 - Public-Use	Approve	Not Required	Not Required	Not Required	No Cost	Export
Linked Record Request*	Level 1 - Highly Restricted-Use	Reject	—	—	—	—	—
	Level 2 - Restricted-Use	Review	Required	Not Required	Required	No Cost	Online
	Level 3 - Public-Use	Approve	Not Required	Not Required	Not Required	No Cost	Export
General Data Request	Level 1 - Highly Restricted-Use	Reject	—	—	—	—	—
	Level 2 - Restricted-Use	Review	Required	Required	Required	Charge Fee	Online
	Level 3 - Public-Use	Approve	Not Required	Not Required	Not Required	Charge Fee	Export
*Only for NSWERS Partners. Matrix to be reviewed annually each April for an effective date of July 1st.							

NSWERS DATA REQUEST DECISION FLOWCHART - PARTNER

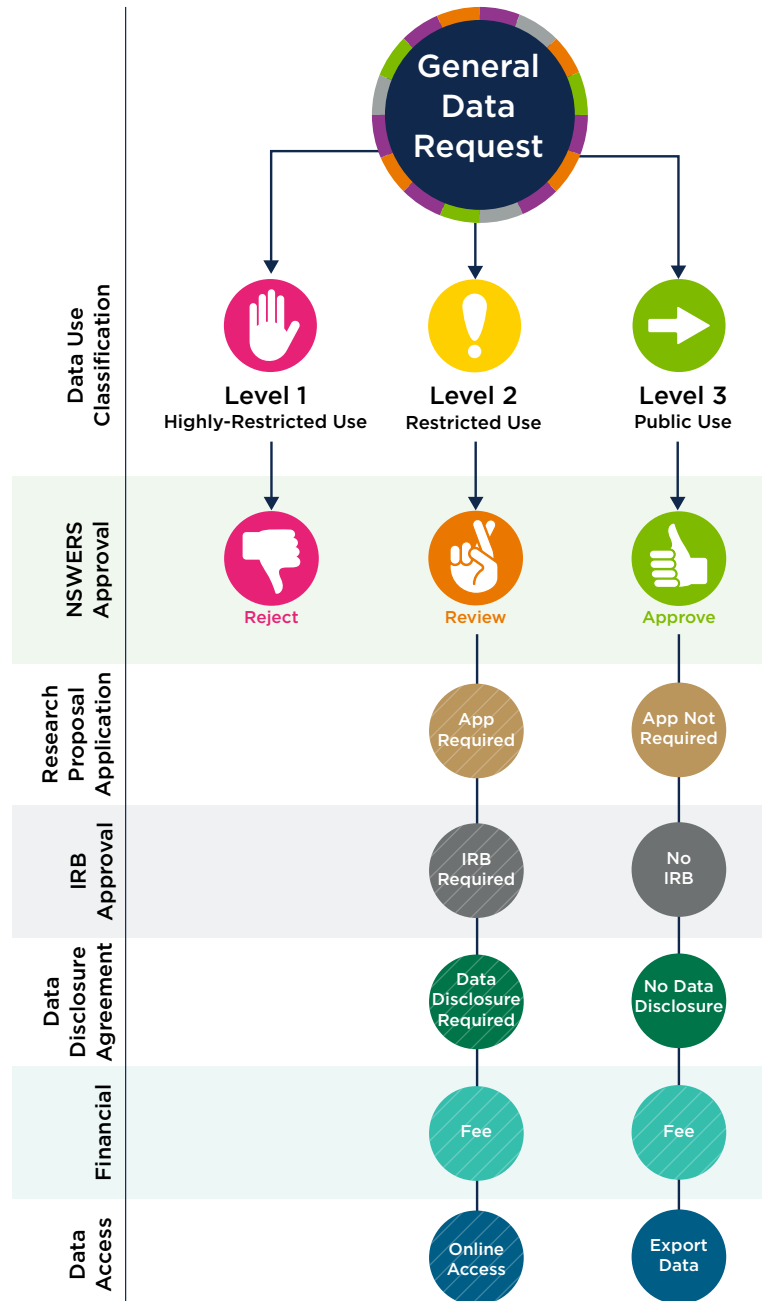


NSWERS DATA REQUEST DECISION FLOWCHART - EXTERNAL



NSWERS Data Request Decision Flowchart

EXTERNAL



APPENDIX B

NSWERS SECURITY AGREEMENT TO ACCESS DATA

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

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

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

Justification:

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

Sample Justification:

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

Data Access Levels

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

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

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

NSWERS SECURITY AGREEMENT TO ACCESS DATA

Step 1. For the authorized individual:

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

Name:	Enter Text
Phone:	Enter Text
Email:	Enter Text
Justification:	Enter Text
Data Elements Requested:	Enter Text
Data Access Level:	Level 1 (Highly Restricted-Use Data) or Level 2 (Restricted-Use Data)
Signature:	
Date:	Enter Date

Step 2. For the office lead/director:

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

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

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

FOR OFFICIAL USE ONLY

NSWERS

Executive Director:	Enter Text
Signature:	
Date:	Enter Date

NSWERS Legal Counsel

Name:	Enter Text
Signature:	
Date:	Enter Date

APPENDIX C

NSWERS DATA REQUEST APPLICATION

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

Requestor's Name:	Enter Text
Dept./Company/ Institution:	Enter Text
Requestor's Affiliation:	Enter Text
Phone:	Enter Text
Email:	Enter Text
Date Submitted:	Enter Date
Description of Data Being Requested. (Please use specific field names when known):	Enter Text
Reason for the Data Request and how the data will be used. (Please describe and be specific):	
Reporting/Publication Details (Please select any that apply):	
School/Academic Year(s) for which data are requested:	

Type of Data (Please select any that apply):	State Level Data: [] District Level Data: [] School Data: [] Institution Level Data: [] Teacher/Administrator Data: [] *Individual Level Data: [] Other (please describe): []
Special Considerations/ Notes Regarding Your Data Request (Optional):	Enter Text
Note: for individual-level data our minimum n-size = 10. All cells with less than ten (10) individuals will be suppressed to protect privacy.	
If there are costs involved in the fulfillment of your above request for data, NSWERS will provide you with a time/cost estimate prior to moving forward with the request.	

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

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

APPENDIX D

NSWERS RESEARCH PROPOSAL APPLICATION

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

Section I. Your Contact Information

Name of Principal Investigator or Requestor: _____

Organization (If applicable): _____

Phone Number: _____

Email Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Today's Date: _____

Section II. Background Information About Your Project

1. What is the title of your study?
2. Provide a brief overview of the objectives of your study (please summarize each objective succinctly). If you have hypotheses you will be testing, please list them here.
3. When do you anticipate beginning and completing your research project?

Project Start Date: _____

Project End Date: _____

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

Section III. Purpose of the Proposed Research

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

Section IV. Research Questions and Design

1. Please list your research/evaluation questions below.

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

10 _____

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

Section V. Data Requested

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

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

Section VI. Proposed Data Collection Instruments/Protocols

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

Proposed Data Collection Instruments/Protocols

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

Section VII. Human Subjects Protection

1. How will Institutional Review Board (IRB) approval be addressed in the proposed research/evaluation study? If your project has already been approved by an IRB or if an IRB has designated your project to be “exempt,” please provide evidence of the IRB’s review. If you do not plan to conduct an IRB review, please indicate why this project does not meet the definition of “research.”
2. Describe training the study investigators/co-investigators have received regarding the protection of human subjects/confidentiality.
3. Describe the security procedures that will be utilized to protect the security of the information provided by the NSWERS for this project. Who will have access? How will information be stored and for what period of time? When and how will data be destroyed?

Section VIII. Reporting

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

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

Please submit your completed application to:

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

FOR NSWERS USE ONLY

Proposal No.

Reviewer Name

Review Date

Approval Status YES NO

Signature

APPENDIX E

NSWERS DATA DISCLOSURE AGREEMENT

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

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

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

Now therefore, it is agreed that:

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

I. DATA PROVIDED

The NSWERS will provide the Researchers with the following data:

INSERT COMPREHENSIVE LIST OF REQUESTED DATA ELEMENTS HERE:

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

II. INFORMATION SUBJECT TO THIS AGREEMENT

- a. All data containing PII collected by or on behalf of the NSWERS that are provided to the Researchers and all information derived from those data, and all data resulting from merges, matches, or other uses of the data provided by the NSWERS with other data, are subject to this Agreement (referred to herein as the “target data”). The target data under this Agreement may be provided in various forms including but not limited to written or printed documents, computer tapes, diskettes, CD-ROMs, hard copy, or encrypted files.

- b. The Researcher may use the target data only for the purposes stated in the Research Proposal Application which is attached hereto and made a part of this Agreement as though set forth fully therein (marked as Attachment 1), and is subject to the limitation imposed under the provisions of this Agreement, which is intended to and does comply with the Family Education Rights and Privacy Act (FERPA) and its regulations, attached as an Addendum to this Agreement.

III. INDIVIDUALS WHO MAY HAVE ACCESS TO TARGET DATA

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

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

IV. LIMITATIONS ON DISCLOSURE

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

V. PROCEDURAL REQUIREMENTS

- a. The research and analysis conducted under this Agreement shall be limited to, and consistent with, the purposes stated in the Research Proposal Application.
- b. Notice of and training on confidentiality and nondisclosure.
 - i. The Researchers shall notify and train each of its employees who will have access to the target data of the strict confidentiality of such data, and shall require each of those employees to execute an Acknowledgment of Confidentiality Requirements.
 - ii. The Researchers shall maintain each executed Acknowledgment of Confidentiality Requirements at its facility and shall allow inspection of the same by the NSWERS upon request.
 - iii. The Researchers shall promptly notify the NSWERS in writing when the access to the target data by any individual is terminated, giving the date of the termination and the reason for the termination.
- c. Publications made available to the NSWERS.
 - i. Copies of each proposed publication or document containing or based upon the target data shall be provided to the NSWERS at least ## days before the publication or document is finalized. The NSWERS shall promptly advise the Researchers whether the proposed publication or document discloses target data in a manner that violates this Agreement. If the issue cannot be resolved informally between the parties, the NSWERS will initiate the termination provisions contained in Section VII, B. The Researchers shall provide the NSWERS a copy of each publication containing information based on the target data or other data product based on the target data made available through the NSWERS.
- d. The Researchers shall immediately notify the NSWERS in writing upon receipt of any request or demand for disclosure of the target data from an individual or entity not authorized by this Agreement.

- e. The Researchers shall immediately notify the NSWERS in writing upon discovering any breach or suspected breach of security or of any disclosure of the target data to any unauthorized individual or entity.

VI. SECURITY REQUIREMENTS

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

VII. TERMINATION OF THIS AGREEMENT

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

VIII. MISCELLANEOUS PROVISIONS

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

IX. SIGNATURE PAGE

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

1. Location at which the target data will be maintained and analyzed.	Enter Text
2. Signature of the Official of the Research Organization	
3. Date	Enter Date
4. Type/Print Name of Official	Enter Text
5. Email	Enter Text
6. Title	Enter Text
7. Telephone	Enter Text
8. Mailing Address	Enter Text
9. Signature of the Principal Research Analyst	
10. Date	Enter Date
11. Type/Print Name of Principal Research Analyst	Enter Text
12. Email	Enter Text
13. Title	Enter Text
14. Telephone	Enter Text
15. Mailing Address	Enter Text

16. Signature of NSWERS Executive Director	
17. Date	Enter Date
18. Type/Print Name of NSWERS Executive Director	Enter Text
19. Email	Enter Text
20. Title	Enter Text
21. Telephone	Enter Text
22. Mailing Address	Enter Text
30. Signature of NSWERS Legal Counsel	
31. Date	Enter Date
32. Type/Print Name of NSWERS Legal Counsel	Enter Text
33. Email	Enter Text
34. Title	Enter Text
35. Telephone	Enter Text
36. Mailing Address	Enter Text

APPENDIX F

NSWERS DATA DESTRUCTION ASSURANCE

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

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

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

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

Signature: _____

Date: _____

Name of Principal: _____

Investigator or Requestor: _____

Organization (if applicable): _____

Phone Number: _____

Email Address: _____

Address: _____

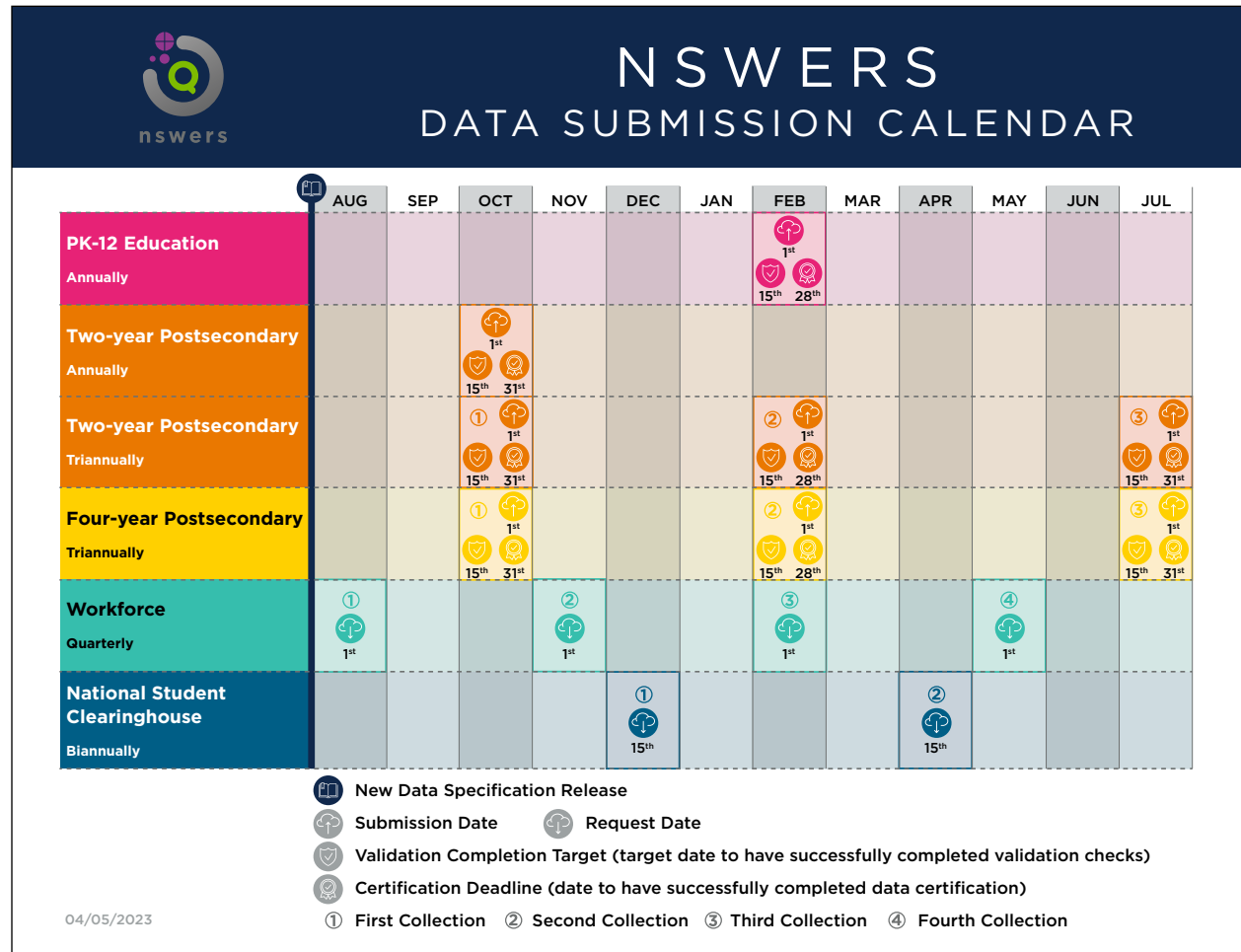
City: _____

State: _____

Zip Code: _____

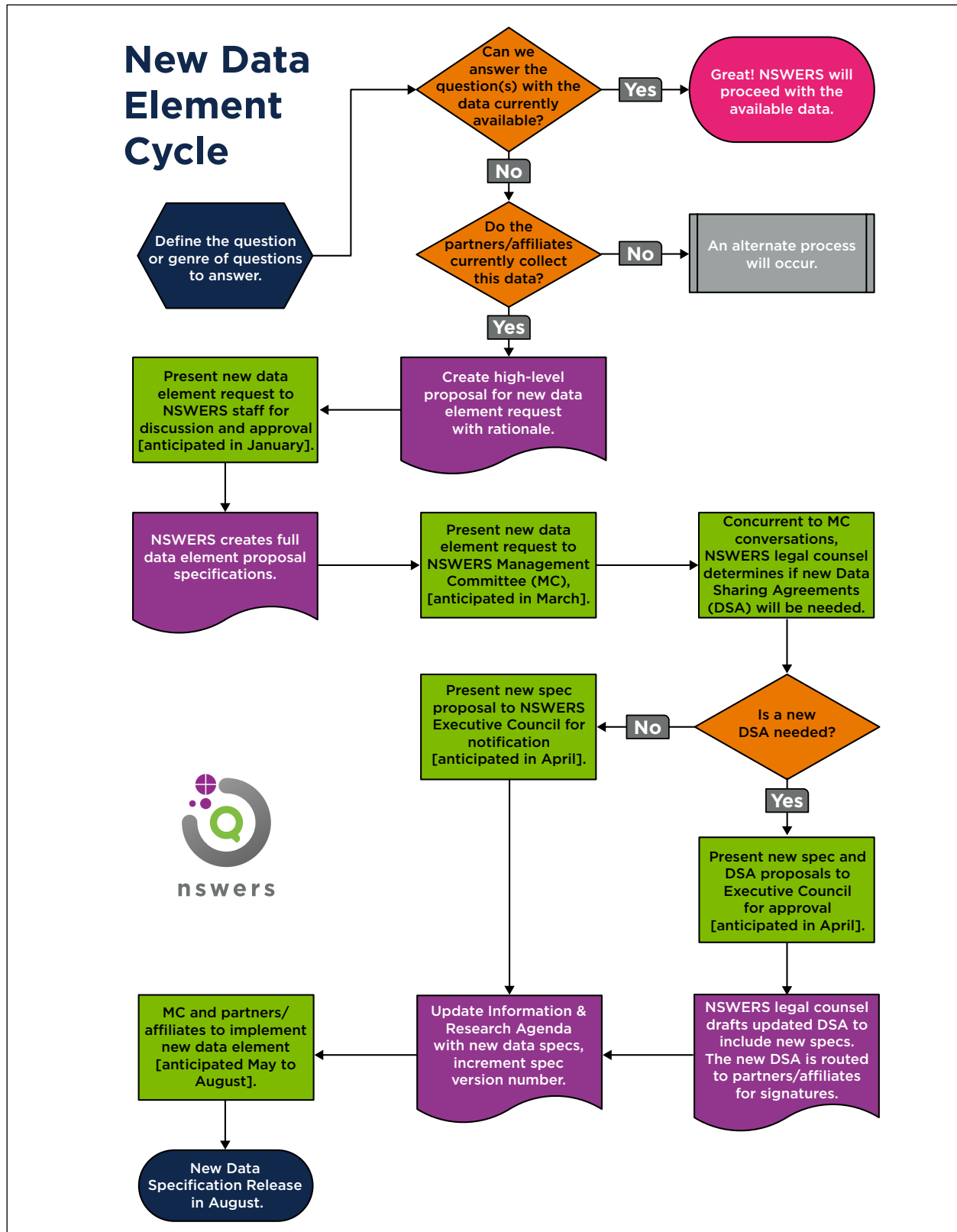
APPENDIX G

NSWERS DATA SUBMISSION CALENDAR



APPENDIX H

NSWERS NEW DATA ELEMENT PROCESS FLOWCHART



APPENDIX I

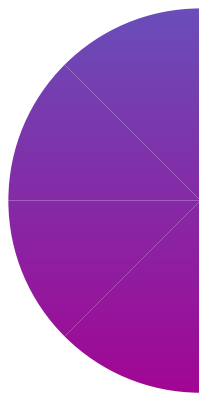
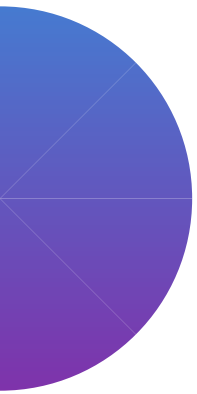
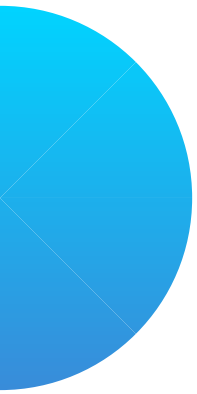
NSWERS CHANGE SUMMARY

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

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

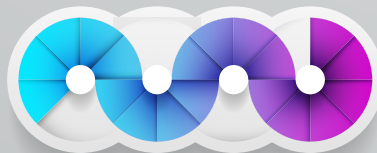
Version 2.2 - adopted by the NSWERS Executive Council on April 26, 2023

- Includes the addition of additional policy sections, including: Data Access and Use, Data Requests and Disclosure, Data Security, and Data Quality





Nebraska Statewide Workforce &
Educational Reporting System
901 N 17th
NH W 208
Lincoln, NE 68588-0524



2023 Data Specification Proposed Changes

Below is a high-level overview of the proposed changes for the Data Specification files to be released in August 2023. Exact changes within the Data Specification files as a red-line document and a clean version with proposed changes incorporated will be made available. The new Data Specification version number will be 1.2.0 for all files. Appendix A lists a change log for the redline version of the Data Specification files.

Changes and Additions

- 1) **2-Year Postsecondary & 4-Year Postsecondary***: Non-credit courses for non-degree seeking (NCND) students to be moved to separate, new files.
 - a. The Courses and Transcript files going forward will only need to have the courses for credit students; non-credit non-degree course information will be pulled out into separate files.
 - b. This change will be optional for 4-year postsecondary institutions as the impact of the non-credit non-degree courses is different for their institutions.
 - c. Two new files created: NCND_courses and NCND_transcript. For list of data element changes, see Appendix B.
- 2) **2-Year Postsecondary & 4-Year Postsecondary**: Clarification that term codes should be totally unique between each term, which will also be added in as a Level 2 Validation step
 - a. Updated language in the Terms files for 2- and 4-Year Postsecondary file specifications: “If your terms are, for example, ‘Q1,’ ‘Q2,’ ‘Q3,’ ‘Q4,’ please prepend or append a year to the current term name, e.g., ‘Q1’ becomes ‘2015Q1’ or ‘Q12017.’”
 - b. The Terms files going forward will need to be adjusted; no changes are needed for the previously submitted tranche of data. If term codes are currently unique, then no changes are necessary.
- 3) **2-Year Postsecondary & 4-Year Postsecondary**: Remove some of the current course-level information from the Transcript file and move to the Courses file.
 - a. “Course type” and “Course Instruction Mode” will move to the Courses file. See Appendix C for updated Data Elements lists for Transcript and Courses files.
 - b. “Credit Hours” will remain in the Transcript file due to the number of courses in 2- and 4-year postsecondary that can have varying numbers of credit hours between students.
 - c. The Courses and Transcript files going forward will need to be adjusted; no changes are needed for the previously submitted tranche of data.

Clarifications

- 1) **2-Year Postsecondary & 4-Year Postsecondary** Academic Awards files will be updated to indicate that a student needs to have had at least one entry for enrollment prior to showing up in the Academic Awards File.
- 2) **2-Year Postsecondary & 4-Year Postsecondary** Terms files will have language added that says “terms that end in a given academic year” to clarify how NSWERS defines terms and expectations around data submission.
- 3) **PK-12 Education, 2-Year Postsecondary, 4-Year Postsecondary, & Workforce**: All files that have the First/Middle/Last and Alias name data elements will have adjustments to the specifications and therefore the validations.
 - a. Names must be alpha (a-z) and single quote (’), dash/hyphen(-), and period (.). First name cannot be “NULL”.
- 4) **PK-12 Education, 2-Year Postsecondary, & 4-Year Postsecondary**: All files that contain the Birthdate data element will have adjustments to the specifications and therefore the validations.
 - a. Future dates for birthdates are not allowed.
 - b. Years in the birthday more than 100 years in the past are not allowed.

Appendix A – Change Log within Data Specification Documents

PK-12 Education Data Specification File

- K12 Students File
 - Pages 10-11: Text added for name clarification for First Name, Middle Name, Last Name, First Name Alias, Middle Name Alias, and Last Name Alias data elements.
 - Page 11: Text added for birthdate clarification for Birthdate data element.

2-Year Postsecondary Data Specification File

- 2-Year Postsecondary Enrollment File
 - Pages 9-10: Text added for name clarification for Last Name, First Name, Middle Name, Last Name Alias, First Name Alias, and Middle Name Alias data elements.
 - Page 10: Text added for birthdate clarification for Birthdate data element.
- 2-Year Postsecondary Academic Awards File
 - Page 21: Text added for clarification about enrollment records submission related to academic awards.
- 2-Year Postsecondary Courses File
 - Pages 25-27: Added data element description and options for Course Instruction Mode and Course Type, which were both moved from the 2-Year Postsecondary Transcript File to the Courses file.
 - Pages 27-28: Adjusted the Position Numbers of the data elements accordingly due to addition of two new data elements.
- 2-Year Postsecondary Non-Credit Non-Degree Courses File
 - Pages 29-32: Added new file specifically for non-credit courses for non-degree seeking students – Non-Credit Non-Degree Education Courses – for postsecondary institutions to use for these courses instead of the other Postsecondary Courses file.
- 2-Year Postsecondary Terms File
 - Page 33: Text added for term code clarification for Postsecondary Term Code data element.
- 2-Year Postsecondary Transcript File
 - Pages 37-38: Removed data element description and options for Course Instruction Mode and Course Type, which were both moved to the 2-Year Postsecondary Courses File from the Transcript file.
 - Pages 38-39: Adjusted the Position Numbers of the data elements accordingly due to subtraction of two data elements.
- 2-Year Postsecondary Non-Credit Non-Degree Transcript File
 - Pages 41-43: Added new file specifically for non-credit courses for non-degree seeking students – Non-Credit Non-Degree Transcript – for postsecondary institutions to use for these courses instead of the other Postsecondary Transcript file.
- 2-Year Postsecondary Data Element List
 - Pages 45-47: Updated the data elements in the 2-Year Postsecondary Courses and Transcript lists and added data element lists for 2-Year Postsecondary Non-Credit Non-Degree Courses and Transcript.

4-Year Postsecondary Data Specification File

- 4-Year Postsecondary Enrollment File
 - Pages 9-10: Text added for name clarification for Last Name, First Name, Middle Name, Last Name Alias, First Name Alias, and Middle Name Alias data elements.
 - Page 10: Text added for birthdate clarification for Birthdate data element.
- 4-Year Postsecondary Academic Awards File
 - Page 23: Text added for clarification about enrollment records submission related to academic awards.

- 4-Year Postsecondary Courses File
 - Pages 27-28: Added data element description and options for Course Instruction Mode and Course Type, which were both moved from the 4-Year Postsecondary Transcript File to the Courses file.
 - Pages 28-29: Adjusted the Position Numbers of the data elements accordingly due to addition of two new data elements.
- 4-Year Postsecondary Continuing Education Courses File
 - Pages 30-33: Added new file specifically for non-credit courses for non-degree seeking students – Non-Credit Non-Degree Courses – for postsecondary institutions to use for these courses instead of the other Postsecondary Courses file.
- 4-Year Postsecondary Terms File
 - Page 34: Text added for term code clarification for Postsecondary Term Code data element.
- 4-Year Postsecondary Transcript File
 - Pages 37-39: Removed data element description and options for Course Instruction Mode and Course Type, which were both moved to the 4-Year Postsecondary Courses File from the Transcript file.
 - Pages 39-40: Adjusted the Position Numbers of the data elements accordingly due to subtraction of two data elements.
- 4-Year Postsecondary Continuing Education Transcript File
 - Pages 41-43: Added new file specifically for non-credit courses for non-degree seeking students – Non-Credit Non-Degree Transcript – for postsecondary institutions to use for these courses instead of the other Postsecondary Transcript file.
- 4-Year Postsecondary Data Element List
 - Pages 45-47: Updated the data elements in the 4-Year Postsecondary Courses and Transcript lists and added data element lists for 4-Year Postsecondary Non-Credit Non-Degree Courses and Transcript.

Workforce Data Specification File

- UI Quarterly Wage Records File
 - Page 6: Text added for name clarification for Full Name, Last Name, and First Name data elements.

Appendix B – Data Element Lists for New Non-Credit Non-Degree Files

2-Year Postsecondary Non-Credit Non-Degree Courses

Key	Position	Name	Type	Length	Format
	1	Institution ID	String	6	#####
	2	Academic Year Ending	Date	4	yyyy
	3	Postsecondary Term Code	String	10	
	4	Course Code Subject	String	20	
	5	Course Code Number	String	20	
	6	Course Section	String	20	
	7	Course Location	String	20	
	8	Course Instruction Mode	String	1	(one of set)
	9	Course Name	String		
	10	Secondary Course Name	String	50	
	11	Course Description	String	1000	
	12	Instructor ID	String	20	

2-Year Postsecondary Non-Credit Non-Degree Transcript

Key	Position	Name	Type	Length	Format
	1	Institution ID	String	6	#####
	2	Postsecondary Student ID	String	20	
	3	Academic Year Ending	Date	4	yyyy
	4	Postsecondary Term Code	String	10	
	5	Course Code Subject	String	20	
	6	Course Code Number	String	20	
	7	Course Section	String	20	
	8	Grade Mode	Integer	1	(one of set)

4-Year Postsecondary Non-Credit Non-Degree Courses

Key	Position	Name	Type	Length	Format
	1	Institution ID	String	6	#####
	2	Academic Year Ending	Date	4	yyyy
	3	Postsecondary Term Code	String	10	
	4	Course Code Subject	String	20	
	5	Course Code Number	String	20	
	6	Course Section	String	20	
	7	Course Location	String	20	
	8	Course Instruction Mode	String	1	(one of set)
	9	Course Name	String		
	10	Secondary Course Name	String	50	
	11	Course Description	String	1000	
	12	Instructor ID	String	20	

4-Year Postsecondary Non-Credit Non-Degree Transcript

Key	Position	Name	Type	Length	Format
	1	Institution ID	String	6	#####
	2	Postsecondary Student ID	String	20	
	3	Academic Year Ending	Date	4	yyyy
	4	Postsecondary Term Code	String	10	
	5	Course Code Subject	String	20	
	6	Course Code Number	String	20	
	7	Course Section	String	20	
	8	Grade Mode	Integer	1	(one of set)

Appendix C – Updated Data Elements for Courses & Transcript Files

2-Year Postsecondary Courses – Updated

Key	Position	Name	Type	Length	Format
	1	Institution ID	String	6	#####
	2	Academic Year Ending	Date	4	yyyy
	3	Postsecondary Term Code	String	10	
	4	Course Code Subject	String	20	
	5	Course Code Number	String	20	
	6	Course Section	String	20	
	7	Course Location	String	20	
	8	Course Instruction Mode	String	1	(one of set)
	9	Course Type	String	1	(one of set)
	10	Course Name	String		
	11	Secondary Course Name	String	50	
	12	Course Description	String	1000	
	13	Course Weight/REU Factor	Float	4	#.##
	14	Instructor ID	String	20	

2-Year Postsecondary Transcript – Updated

Key	Position	Name	Type	Length	Format
	1	Institution ID	String	6	#####
	2	Postsecondary Student ID	String	20	
	3	Academic Year Ending	Date	4	yyyy
	4	Postsecondary Term Code	String	10	
	5	Course Code Subject	String	20	
	6	Course Code Number	String	20	
	7	Course Section	String	20	
	8	Remedial Course Math Flag	Integer	1	(one of set)
	9	Remedial Course English Flag	Integer	1	(one of set)
	10	Course Credit Hours	Float	7	####.##
	11	Course Grade Points	Float	7	####.##
	12	Grade Mode	Integer	1	(one of set)
	13	Grade Mode	Integer	1	(one of set)

TOTALS

Proposed for Consideration on April 26, 2023	Fiscal Year 2023-2024	Previous Fiscal Year 2022-2023
Expenses	Cost	Cost
TOTAL WAGES	\$ 897,396.95	\$ 830,281.00
TOTAL BENEFITS	\$ 289,054.61	\$ 267,423.07
TOTAL PERSONAL SERVICES	\$ 1,186,451.56	\$ 1,097,704.07
TOTAL OPERATING EXPENSES	\$ 34,910.00	\$ 48,470.00
TOTAL TRAVEL	\$ 32,565.00	\$ 32,565.00
TOTAL EQUIPMENT	\$ 12,250.00	\$ 5,000.00
TOTAL SOFTWARE	\$ 80,300.00	\$ 32,500.00
TOTAL CONTRACTUAL SERVICES	\$ 572,000.00	\$ 824,500.00
TOTAL	\$ 1,918,476.56	\$ 2,040,739.07

Budget Summary - FY 2023-2024

<u>FTE</u>	<u>POSITION TITLE</u>	<u>2023-2024 SALARY</u>
1	Executive Director	\$ 168,944.72
1	Research & Evaluation, Asst. Dir.	\$ 109,543.59
2	Web Application Developer, Front/Back End	\$ 170,000.00
2	Data Scientist	\$ 171,700.00
1	Communications Manager	\$ 86,865.05
1	Web Applications Developer, Asst. Dir.	\$ 109,543.59
1	Partner Engagement Specialist	\$ 80,800.00
<u>COST ITEM</u>	<u>DESCRIPTION</u>	<u>COST</u>
511100	Permanent Salaries	\$ 897,396.95
511200	Temporary Salaries	\$ -
511300	Overtime	\$ -
511900	Supplemental Pay	\$ -
	Other	\$ -
	TOTAL WAGES	\$ 897,396.95
515100	Retirement	\$ 53,843.82
515200	FICA	\$ 62,817.79
515400	Life Insurance	\$ 897.40
515500	Health Insurance	\$ 171,402.82
516500	Workers Comp.	\$ 92.79
	Other Benefits	\$ -
	TOTAL BENEFITS	\$ 289,054.61
510000	TOTAL PERSONAL SERVICES	\$ 1,186,451.56
521100	Postage	\$ 900.00
521200	Communication	\$ 5,375.00
521400	Data Processing	\$ 12,150.00
521500	Publication/Printing	\$ 7,660.00
522100	Dues/Subscriptions	\$ 1,000.00
522200	Conference Registration	\$ 1,750.00
523100	Utilities	\$ -
524600	Office Rent	\$ -
525500	Other Rent	\$ -
532100	Non-Capitalized Equipment	\$ -
527100	Repair/Maintenance	\$ 1,125.00
531100	Supplies	\$ 2,700.00
554900	Contractual Services	\$ 572,000.00
555200	Software	\$ 80,300.00
559100	Other Operating Expense	\$ 2,250.00
OPERATING TOTAL		\$ 687,210.00
<u>COST ITEM</u>	<u>DESCRIPTION</u>	<u>2023-24 COST</u>
571100	Board/Lodging	\$ 7,215.00
572100	Commercial Travel	\$ 4,410.00

573100	State-Owned Trans.	\$	8,440.00
574100	Personal Vehicle Mileage	\$	2,410.00
575100	Misc. Travel	\$	335.00
575100	Misc. Travel	\$	9,755.00
570000	TOTAL TRAVEL	\$	32,565.00
583000	Office Equipment	\$	2,250.00
583300	Data Processing Hardware	\$	10,000.00
	Other Capital Outlay	\$	-
580000	TOTAL EQUIPMENT	\$	12,250.00
TOTAL		\$	1,918,476.56
OPERATIONS SOURCES OF FUNDING			
	Funding Commitments	\$	1,345,982.00
	Estimated Carryover	\$	2,628,138.00
	TOTAL	\$	3,974,120.00
TOTAL		\$	2,055,643.44
FUNDING COMMITMENTS			
	Partner	\$	70,000.00
	Partner	\$	145,006.00
	Private Foundation	\$	336,496.00
	Private Foundation	\$	230,000.00
	Private Foundation	\$	125,000.00
	Private Foundation	\$	50,000.00
	Private Foundation	\$	150,000.00
	Private Foundation	\$	100,000.00
	Partner	\$	139,480.00
	TOTAL	\$	1,345,982.00

510000 Personal Services

Fiscal Year 2023-2024													
FTE	POSITION TITLE	PG	2023-2024 Salary	Retirement 2023-2024	Health Insurance 2023-2024	FICA	Life Insurance	Worker's Comp.	TOTAL	TOTAL SALARY	TOTAL BENEFITS		
	1 Executive Director		\$ 168,944.72	\$ 10,136.68	\$ 32,268.44	\$ 11,826.13	\$ 168.94	\$ 17.47	\$ 223,362.39				
	1 Research & Evaluation, Asst. Dir.		\$ 109,543.59	\$ 6,572.62	\$ 20,922.83	\$ 7,668.05	\$ 109.54	\$ 11.33	\$ 144,827.95				
	2 Web Application Developer, Front/Back End		\$ 170,000.00	\$ 10,200.00	\$ 32,470.00	\$ 11,900.00	\$ 170.00	\$ 17.58	\$ 224,757.58				
	2 Data Scientist		\$ 171,700.00	\$ 10,302.00	\$ 32,794.70	\$ 12,019.00	\$ 171.70	\$ 17.75	\$ 227,005.15				
	1 Communications Manager		\$ 86,865.05	\$ 5,211.90	\$ 16,591.22	\$ 6,080.55	\$ 86.87	\$ 8.98	\$ 114,844.58				
	1 Web Applications Developer, Asst. Dir.		\$ 109,543.59	\$ 6,572.62	\$ 20,922.83	\$ 7,668.05	\$ 109.54	\$ 11.33	\$ 144,827.95				
	1 Partner Engagement Specialist		\$ 80,800.00	\$ 4,848.00	\$ 15,432.80	\$ 5,656.00	\$ 80.80	\$ 8.35	\$ 106,825.95				
TOTAL	9		\$ 897,396.95	\$ 53,843.82	\$ 171,402.82	\$ 62,817.79	\$ 897.40	\$ 92.79	\$ 1,186,451.56	\$ 897,396.95	\$ 289,054.61		

Note: salaries incorporate a 1% increase from previous fiscal year, eliminated Asst. Dir. For ETL/Database Development, adds Web Application Developer positions (2 FTE)

520000 Operating Expenses

Fiscal Year 2023-2024					
Expenses	Detail	Cost/FTE	FTE	TOTAL	
Postage		\$ 100.00	9	\$	900.00
Communication	Local Service	\$ 150.00	9	\$	1,350.00
Communication	Long Distance	\$ 225.00	9	\$	2,025.00
Communication	Cell Phone/Hotspot	\$ 1,000.00	2	\$	2,000.00
Data Processing	Educational Network Fee	\$ 1,300.00	9	\$	11,700.00
Data Processing	Network Depreciation	\$ 50.00	9	\$	450.00
Printing	Commercial Printing	\$ 5,500.00	9	\$	5,500.00
Printing	Photocopy	\$ 240.00	9	\$	2,160.00
Dues/Subscriptions		\$ 1,000.00	1	\$	1,000.00
Meeting/Conference Registration		\$ 350.00	5	\$	1,750.00
Office Rent/Building Renewal	Professional Staff	\$ -	9	\$	-
Office Rent/Building Renewal	Support Staff	\$ -	0	\$	-
Repair/Maintenance		\$ 125.00	9	\$	1,125.00
Supplies	Subsequent Years	\$ 300.00	9	\$	2,700.00
Other Operating Expenses		\$ 250.00	9	\$	2,250.00
TOTAL				\$	34,910.00

Note: reduction from previous FY resulting from postage/communication adjustments closer to real operating costs, and the elimination of data processing expenses from operating expense category

570000 Travel

Fiscal Year 2023-2024									
Expenses	Detail	High Cost	High FTE	Medium Cost	Medium FTE	Low Cost	Low FTE	TOTAL	
Board/Lodging		\$ 2,575.00	1	\$ 1,570.00	2	\$ 500.00	3	\$	7,215.00
Commercial Travel		\$ 2,210.00	1	\$ 1,100.00	2	\$ -	3	\$	4,410.00
State Owned Transportation		\$ 3,315.00	1	\$ 2,000.00	2	\$ 375.00	3	\$	8,440.00
Personal Mileage		\$ 715.00	1	\$ 360.00	2	\$ 325.00	3	\$	2,410.00
Miscellaneous Travel		\$ 165.00	1	\$ 85.00	2	\$ -	3	\$	335.00
Prof. Development Travel		\$ 3,315.00	2	\$ 2,000.00	1	\$ 375.00	3	\$	9,755.00
TOTAL		\$ 12,295.00		\$ 7,115.00		\$ 1,575.00		\$	32,565.00

Note: no change from previous FY

580000 Office Equipment

Fiscal Year 2023-2024					
Expenses	Detail	Cost/FTE	FTE	TOTAL	
Office Equipment	Desk	\$ -	0	\$	-
Office Equipment	Chair	\$ -	0	\$	-
Office Equipment	File Cabinet	\$ -	0	\$	-
Office Equipment	Misc.	\$ 250.00	9	\$	2,250.00
Office Equipment	Wall Partitions	\$ -	0	\$	-
Data Processing Hardware/Software	Standard Desktop	\$ -	0	\$	-
Data Processing Hardware/Software	Standard Laptop	\$ -	0	\$	-
Data Processing Hardware/Software	Standard Software	\$ -	0	\$	-
Power User	Power Desktop	\$ -	0	\$	-
Power User	Power Laptop	\$ 2,500.00	2	\$	5,000.00
Power User	Power Software	\$ 2,500.00	2	\$	5,000.00
TOTAL				\$	12,250.00

Note: increase from previous FY to support web developer positions

555200 Software

Fiscal Year 2023-2024					
Expenses	Detail	Cost/FTE	FTE	TOTAL	
Public Website (www.nswers.org)	Domain Name, WordPress Website	\$ 2,500.00	-	\$	2,500.00
Development Software Licenses	Visual Studio, etc.	\$ 3,250.00	2	\$	6,500.00
Auth0	Authentication service for insights+	\$ 35,000.00	-	\$	35,000.00
WP Engine	Main NSWERS website and miscellaneous plugins	\$ 1,000.00	-	\$	1,000.00
Shorthand	Scrolleytelling software	\$ 1,600.00	-	\$	1,600.00
SendGrid	Secure emails from insights+	\$ 1,200.00	-	\$	1,200.00
Role-Based Software	Adobe CS, etc.	\$ 2,500.00	-	\$	2,500.00
Enterprise Software	Enterprise Software	\$ 30,000.00	-	\$	30,000.00
TOTAL				\$	80,300.00

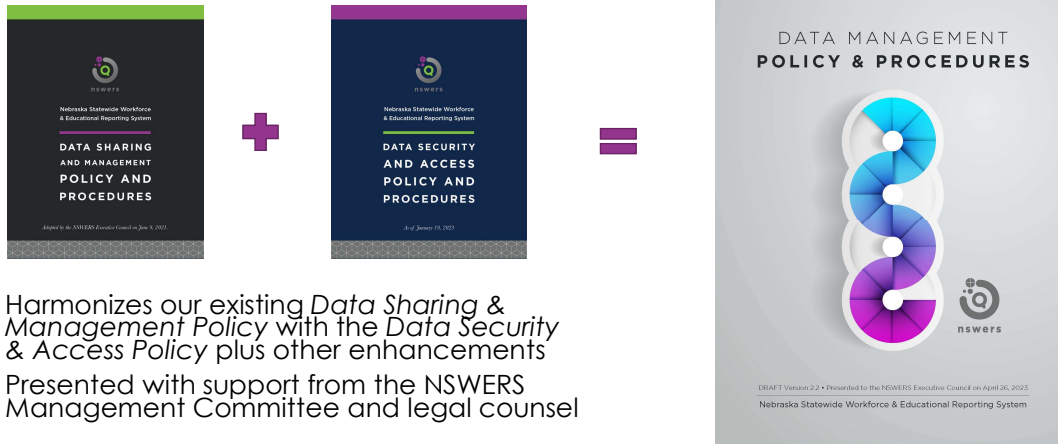
Note: increase from previous FY resulting from new costs related to the development, population, management, and enhancement of the NSWERS data system and insights+

554900 Contractual Services

Fiscal Year 2023-2024			
Expenses	Detail	Cost	
Business Services & Support	NU Service Contract	\$	85,000.00
Audit Services	Forvis	\$	25,000.00
Legal Counsel	KSB School Law	\$	25,000.00
Insurance	Aon Risk Services (\$2M Public Officials and \$5M x \$5M Cyber Liability policies)	\$	60,000.00
Data Storage & Security	NU ITS, Microsoft Azure Cloud Storage and Utilization	\$	80,000.00
Penetration Testing	Third-party testing of insights+ system for security	\$	12,000.00
Technical Consulting & Support	NSWERS Data System and Software Development	\$	100,000.00
Research Consulting & Support	Establish Data Analysis & Prediction Operation	\$	100,000.00
Internships/Assistantships	Research and Technical Support	\$	60,000.00
Professional Development	Security, Technical, Methodological (\$500 * 9 FTE)	\$	4,500.00
Meetings & Trainings	Executive & Management Councils, Advisory Committees, Data & Technical Committee, Research Review Board	\$	5,000.00
Communications/Media		\$	15,500.00
Data/Info Release & Dissemination		\$	-
Partner Support Services		\$	-
TOTAL		\$	572,000.00

Note: reduction from previous FY resulting from a reduction in technical consulting costs, development shifting internally to NSWERS staff

Proposed Data Management Policy



Proposed Data Management Policy (cont.)

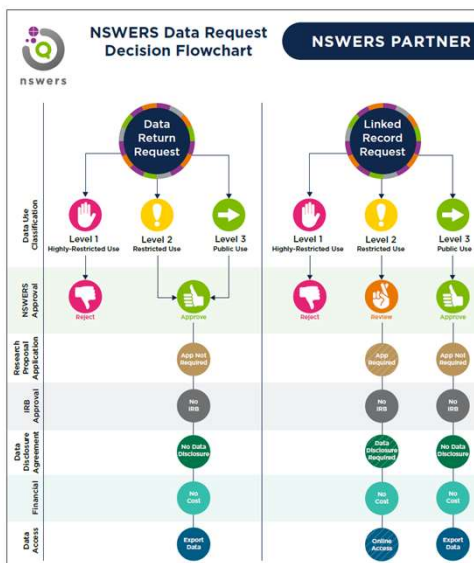
1. Data Governance (page 4)
 - Clarifies that partners retain ownership of their data, provides a data retention timeline
2. Data Privacy and Confidentiality (page 11)
 - Notes the assignment of NSWERS ID for deidentification, highlights data security measures, underscores data suppression rule (fewer than 10)
3. Data Access and Use (page 14)
 - Provides for defined, role-based data access for staff consistent with responsibilities
4. Data Requests and Disclosure (page 18)
 - Streamlines and tightens data request and disclosure into three types – return requests, linked requests and general requests
5. Data Security (page 30)
 - Codifies expectations related to data encryption during storage and transfer
6. Data Quality (page 32)
 - Incorporates the NSWERS Data Submission calendar, lays out procedures for adding new data elements to the NSWERS data system, and outlines the data submission/validation/certification via the insights+ secure web portal.

NSWERS DATA REQUEST & DISCLOSURE DECISION MATRIX

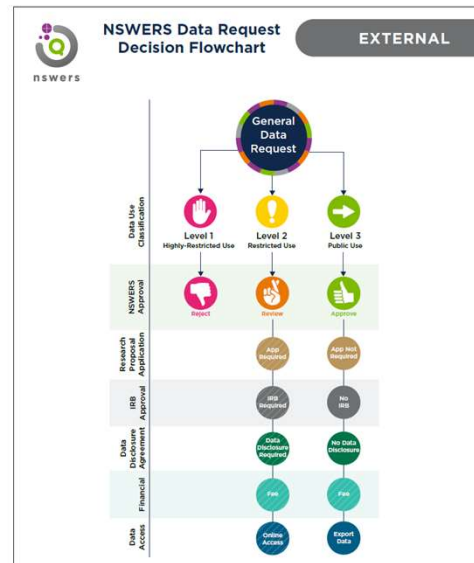
DATA REQUEST CHARACTERISTICS		DATA DISCLOSURE DETERMINATION					
Request Type	Data Use Classification	NSWERS Approval	Research Proposal Application	IRB Approval	Data Disclosure Agreement	Financial	Data Access Mode
Data Return Request*	Level 1 - Highly Restricted-Use	Reject	—	—	—	—	—
	Level 2 - Restricted-Use	Approve	Not Required	Not Required	Not Required	No Cost	Export
	Level 3 - Public-Use	Approve	Not Required	Not Required	Not Required	No Cost	Export
Linked Record Request*	Level 1 - Highly Restricted-Use	Reject	—	—	—	—	—
	Level 2 - Restricted-Use	Review	Required	Not Required	Required	No Cost	Online
	Level 3 - Public-Use	Approve	Not Required	Not Required	Not Required	No Cost	Export
General Data Request	Level 1 - Highly Restricted-Use	Reject	—	—	—	—	—
	Level 2 - Restricted-Use	Review	Required	Required	Required	Charge Fee	Online
	Level 3 - Public-Use	Approve	Not Required	Not Required	Not Required	Charge Fee	Export

*Only for NSWERS Partners. Matrix to be reviewed annually each April for an effective date of July 1st.

NSWERS DATA REQUEST DECISION FLOWCHART - PARTNER



NSWERS DATA REQUEST DECISION FLOWCHART - EXTERNAL

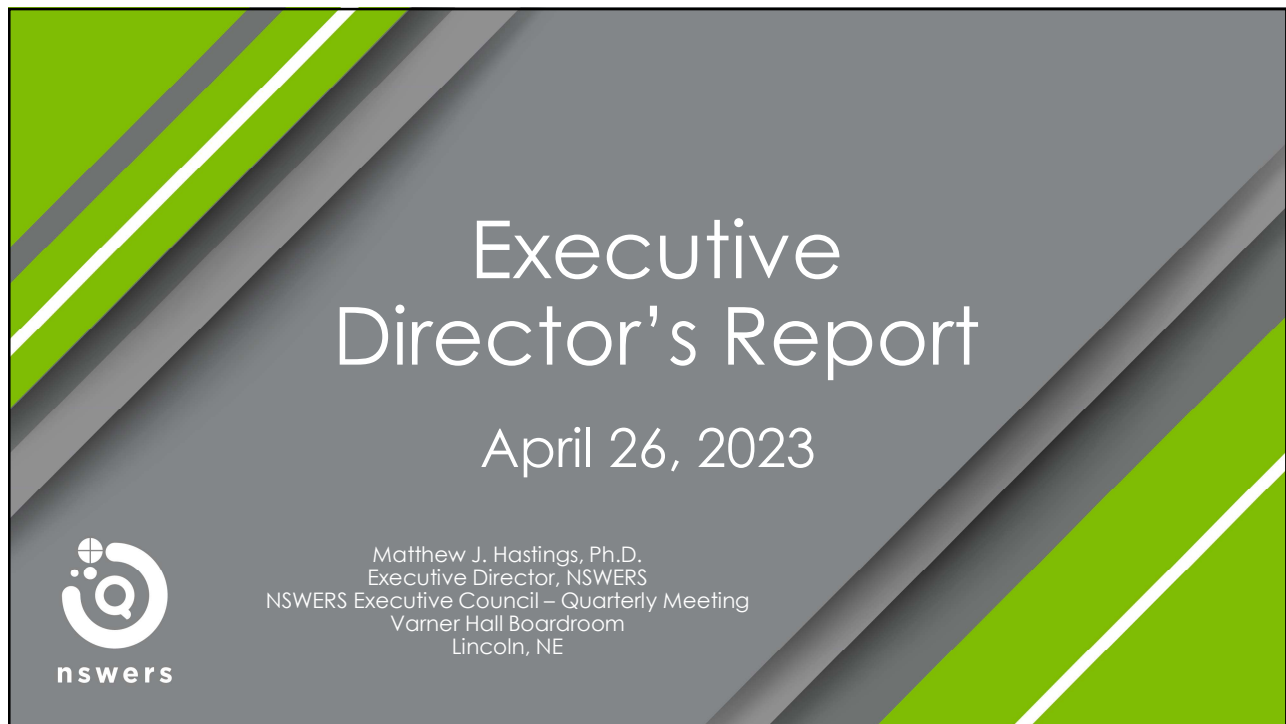


Proposed Data Specifications v1.2.0

- Changes and Additions:
 1. Non-credit courses for non-degree seeking students to be moved to a separate file
 2. Clarification that the term codes should be totally unique between each term, which will also be added as a Level 2 validation
 3. Remove collection of some course-level information from the Transcript file and move it to the Courses file
- Clarifications:
 1. Academic Awards files will be updated to indicate that a student needs to have had at least one entry for enrollment prior to showing up in the Academic Awards File
 2. Terms File will have language added that say "terms that end in a given academic year" to clarify how NSWERS defines terms for data submission
 3. All files that have First/Middle/Last and Alias name data elements will have adjustment to validations
 4. All files that contain the Birthdate data element will have adjustments to validations

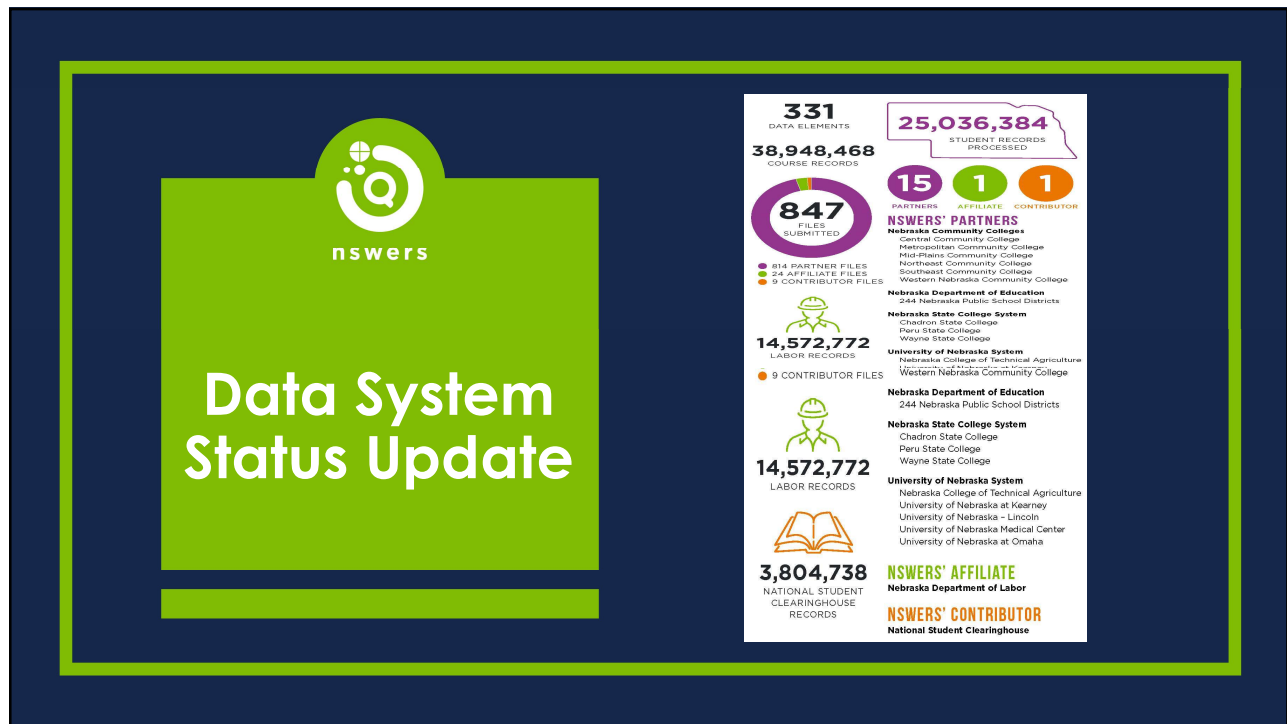
Budget Update

- Fiscal Year 2024
 - 6% decrease overall from FY23
 - Assumes 1% COLA for NSWERS Staff
 - Eliminates Assistant Director for ETL/DB Development position
 - Replaced with Web Applications Developer, Front/Back End (2 FTE)
 - Major reduction in contractual services - technical consulting
 - Estimated carryover from FY21, 22 and 23
 - ≈ \$2.6 million
 - FY 24 funding commitments from public/private supporters
 - ≈ \$1.3 million

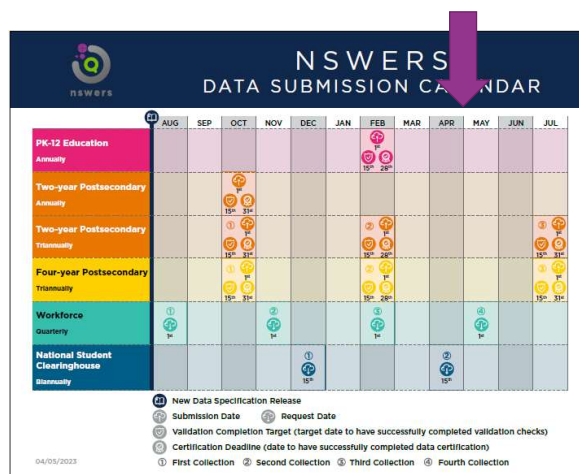


v1.0 Data Submission Progress

- Data has now been fully submitted, validated, and certified for all NSWERS partners **EXCEPT:**
 - Mid-Plains and Western Nebraska Community Colleges
 - Status - Near Complete
 - Both colleges have now submitted complete and valid file sets
 - Currently reviewing their data certification reports
 - Central Community College
 - Currently, no data sharing agreement with CCC
 - They do intend to execute a new agreement with NSWERS
 - Awaiting our direction as to next steps



Data Submission Calendar



Upcoming NSWERS Advisory Committee

2023 Meeting Outline

- May 2nd at Nebraska Innovation Campus
- General update on NSWERS progress
- Review conclusions from the Data Work Group meetings of late 2022
- Discuss development of the NSWERS Data System, insights+, etc.
- Feedback on future, public-facing data product ideas




Data Work Groups Meeting Summary

1. Gap in linking PK-12 to workforce records could be addressed by:
 - Enhancing NDE collections
 - Enhancing NDOL collections
 - Integrating with third-party data (e.g., DMV)
2. UI Wage Records are primary source of workforce records for SLDS systems across the nation
3. New efforts to collect data from employers were widely perceived as non-starters
4. Opportunity to leverage NDOL's expanded UI Wage collection for OEWS reporting
5. Most needed workforce data elements:
 - Start date of employment
 - Job Title
 - Pay Rate
 - Location where employee conducts work



Data Work Groups Meeting Summary

- Options for Consideration:
 1. Leverage NDOL's expanded UI process to access additional workforce data
 2. Investigate feasibility of state entities participating in expanded UI reporting
 3. Investigate feasibility of linking expanded UI reporting with employer assistance/benefit programs
 4. Continue discussions with NDE related to education-workforce data linking




NSWERS
2022
WORK GROUPS

April 2022

Insurance Update

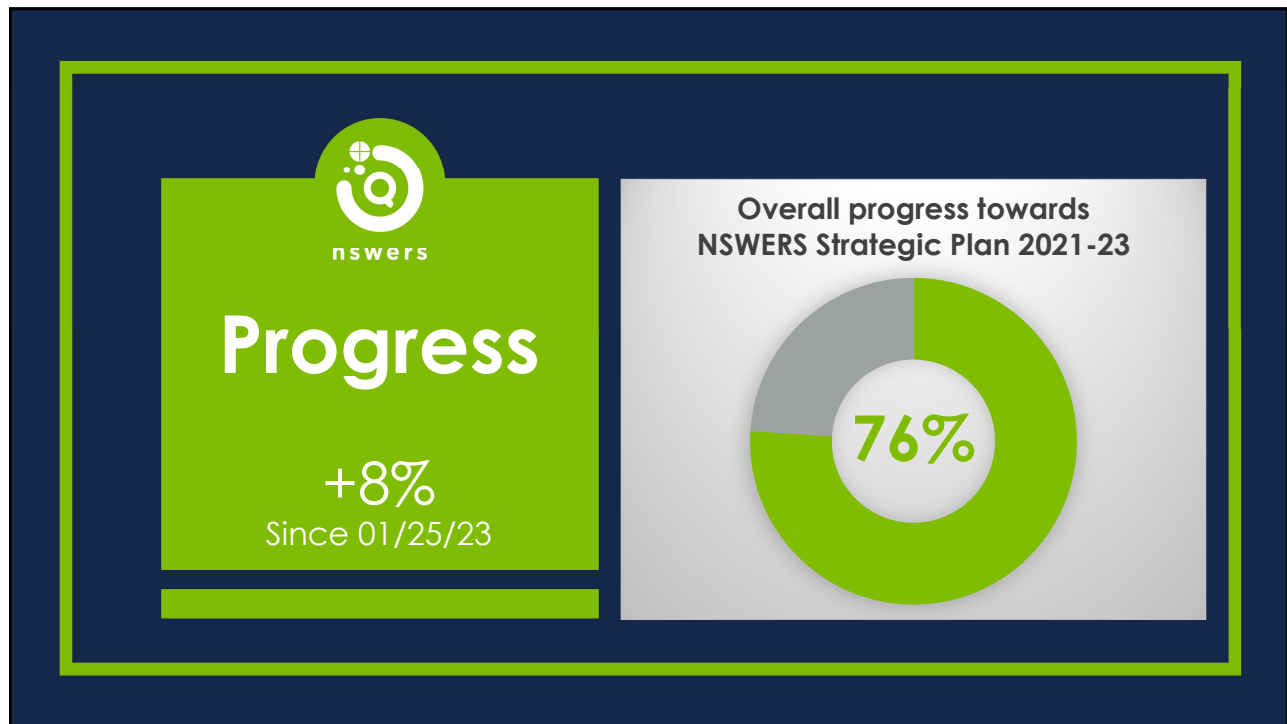
- Again, Secured Public Officials policy
 - Annual premium about \$3,000
 - Achieved a 13% premium reduction despite extended term of coverage
 - Since NSWERS does not currently have any direct employees, this policy does not include any employment practices liability or third-party discrimination coverage
- E&O and Cyber Liability Policy
 - Just received proposal so we are still reviewing
 - Early indication is a 12% premium reduction
 - Plus, some enhanced coverages

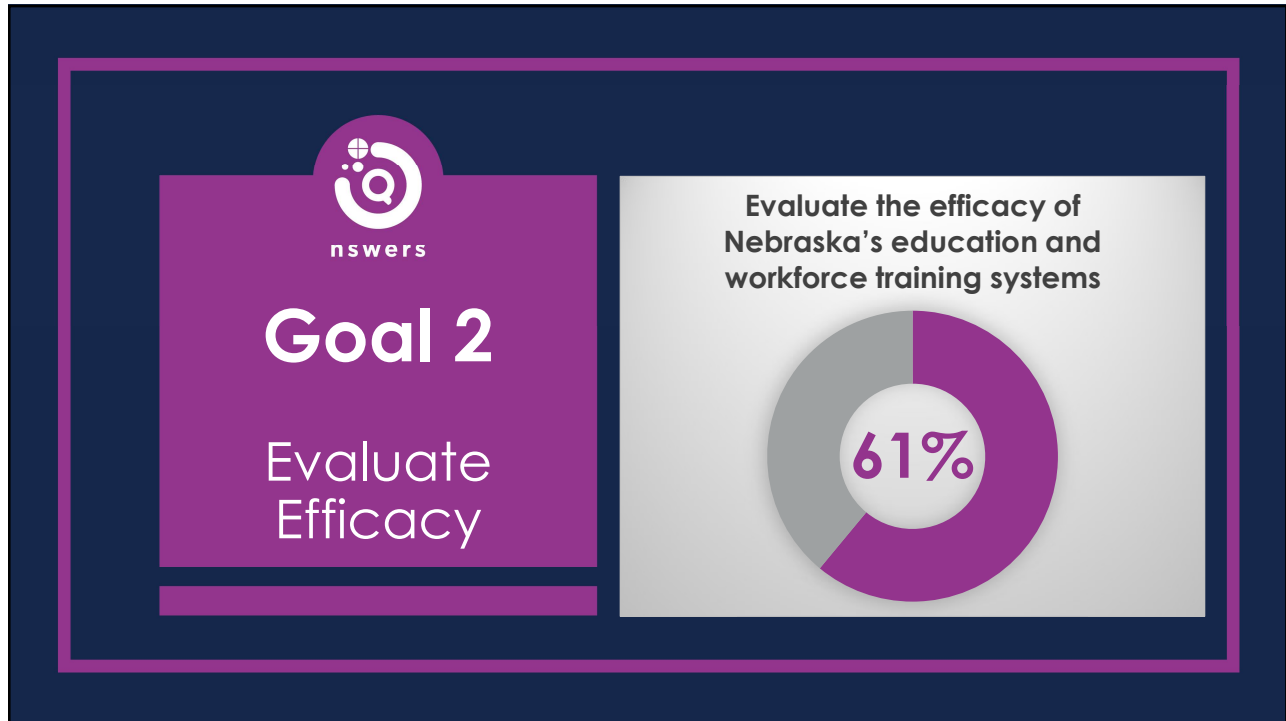


NSWERS Staffing Update

- Data Scientist (currently NSWERS intern)
 - UNL Department of Statistics
 - Tom Choi
 - Begins full time June 23rd
- Graduate Research Assistant
 - UNL Department of Statistics
 - Michael Grantham







Thank You

Next Executive Council Meeting: July 26, 2023



NSWERS

Statement of Net Position

March 31, 2023 and June 30, 2022

Unaudited

	3/31/2023	Revised 6/30/2022
Assets		
Assets:		
Cash & Investments (Note A)	\$ -	\$ -
Accounts Receivable	522,094	672,750
Prepaid Expenses	3,621	38,876
Capital Assets	301,339	-
Total Assets	<u>827,054</u>	<u>711,626</u>
Liabilities		
Liabilities:		
Accounts Payable	87,532	3,727
Due to the University of Nebraska	513,310	125,759
Accrued Compensated Absences	60,229	60,229
Total Liabilities	<u>661,070</u>	<u>189,715</u>
Net Position		
Unrestricted	165,984	521,910
Total Net Position	<u>\$ 165,984</u>	<u>\$ 521,910</u>

Note A: Excludes cash held by the University of Nebraska Foundation
Foundation Cash

	<u>\$ 2,468,007</u>	<u>\$ 2,426,884</u>
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NSWERS

Change in Net Position

For the Month Ended March 31, 2023

Unaudited

		Fiscal YTD	Fiscal YTD
Operating Revenues	FY23 Budget	3/31/2023	Budget Variance
Foundation contributions	\$ 991,496	\$ 557,781	\$ (433,715)
University of Nebraska contributions	145,006	-	(145,006)
Metro Community College contributions	70,000	-	(70,000)
Department of Education contributions	139,480	-	(139,480)
Interest income		7,552	7,552
Total Operating Revenues	1,345,982	565,333	(780,649)
Operating Expenses			
Wages	830,281	493,804	(336,477)
Benefits	267,423	110,089	(157,334)
Total Personal Services	1,097,704	603,893	(493,811)
Operating expenses	48,470	91,459	42,989
Rent	-	-	-
Travel	32,565	2,400	(30,165)
Insurance	60,000	35,255	(24,745)
Legal services	25,000	10,553	(14,447)
Auditing services	25,000	18,000	(7,000)
Business services	85,000	63,441	(21,559)
Other contractual services	629,500	96,258	(533,242)
Software	32,500	-	(32,500)
Equipment	5,000	-	(5,000)
Total Operating Expenses	2,040,739	921,259	(1,119,480)
Increase in Net Position	(694,757)	(355,926)	338,831
Net Position			
Net position, beginning of year	-	521,910	-
Net position, end of year	\$ (694,757)	\$ 165,984	\$ 338,831

NSWERS

Supplemental Information

March 31, 2023

Unaudited

Contractual Services:	Contract Amount	Paid as of March 31, 2023	Remaining Contract Amount
Magnolia Consulting	129,936	107,460	22,476
University of Nebraska (Annual)	84,588	63,441	21,147
University of Nebraska IT	Billable Rate	42,251	N/A
KSB School Law	Billable Rate	54,965	N/A
Don't Panic Labs	234,560	135,083	99,478
Vivayic Inc	21,200	21,200	-