

**Nebraska Statewide Workforce & Educational Reporting System (NSWERS)**  
**Executive Council Business Meeting Notification and Agenda**  
**January 25, 2023 – 1:30 p.m.**  
**Varner Hall Boardroom, 3832 Holdrege Street, Lincoln, NE 68583**

## **AGENDA**

### **CALL TO ORDER**

Roll Call

Announcement of the placement of the Open Meetings Act information

### **1. APPROVAL OF MEETING AGENDA**

1.1 PUBLIC COMMENT PERIOD (5 minutes)

1.2 APPROVAL OF MINUTES

- November 2, 2022 Meeting

1.3 PRESIDENT’S REPORT

### **2. ITEMS FOR CONSENT AGENDA**

### **3. ITEMS FOR DISCUSSION AND/OR ACTION**

3.1 Discuss, consider, and take all necessary action with respect to the delegation of authority to the Executive Director of the Nebraska Statewide Workforce and Educational Reporting System (“NSWERS”) to execute all contracts and other documents related to the operations of NSWERS below \$200,000 and all other contracts upon approval of such action or actions by the Executive Council of NSWERS.

3.2 Discuss, consider, and take all necessary action with respect to the delegation of authority to the President of the Nebraska Statewide Workforce and Educational Reporting System (“NSWERS”) Executive Council to execute all contracts and other documents related to the operations of NSWERS below \$200,000 and all other contracts upon approval of such action or actions by the Executive Council of NSWERS.

3.3 Discuss, consider, and take all necessary action with respect to the NU-NSWERS Core Services Agreement.

3.4 Discuss, consider, and take all necessary action with respect to the procurement of public officials and cyber liability insurance.

3.5 Discuss, consider, and take all necessary action with respect to the NSWERS Partner Data Sharing Agreement.

3.6 Discuss, consider, and take all necessary action with respect to future stakeholder engagement materials.

3.7 Discuss, consider, and take all necessary action with respect to the NSWERS Data Security & Access Policy.

3.8 Discuss, consider, and take all necessary action with respect to the fiscal year 2022 independent auditor's report.

4. **EXECUTIVE DIRECTOR'S REPORT**

5. **SPECIAL PRESENTATIONS AND DISCUSSIONS**

6. **COMMITTEE REPORTS**

7. **EXECUTIVE SESSION**

8. **ADDITIONAL BUSINESS**

9. **INFORMATION ITEMS AND REPORTS**

9.1 Treasurer's Report (Dr. Deborah Frison and Dr. Matt Hastings)

10. **ADJOURNMENT**

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

November 02, 2022 1:30 p.m.

Prairie Suite, Nebraska East Union, 1705 Arbor Drive, Lincoln, NE 68503

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 1:30 p.m.

#### **Roll Call**

Roll Call showed the following NSWERS members in **attendance**:

Chancellor Paul Turman, President  
President Paul Illich, Vice-President  
Deputy Commissioner Deborah Frison, Secretary/Treasurer  
President Ted Carter, Member

Roll Call showed no NSWERS member **absent**.

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

President Turman announced that information regarding the Open Meetings Act is available at the entrance table and is available on the NSWERS.org website.

#### **Additions or corrections to agenda**

No agenda items were removed, added or corrected.

Approval of the agenda as presented passed with a motion by President Ted Carter, second by President Paul Illich.

President Paul Illich	Yea
Deputy Commissioner Deborah Frison	Abstain
Chancellor Paul Turman	Yea
President Ted Carter	Yea

### **1.1 PUBLIC COMMENT PERIOD**

No public comment.

### **1.2 Approve Minutes of NSWERS business meeting, July 26th, 2022**

Motion to approve the minutes of the July 26th, 2022 NSWERS Executive Council Business meeting passed with a motion by President Paul Illich, second by President Ted Carter.

Chancellor Paul Turman	Yea
Deputy Commissioner Deborah Frison	Abstain
President Paul Illich	Yea
President Ted Carter	Yea

### **1.3. PRESIDENT'S REPORT**

No new items from the president.

## **2. ITEMS FOR CONSENT AGENDA**

No items for the consent agenda.

## **3. ITEMS FOR DISCUSSION AND/OR ACTION**

### **3.1** Discuss, consider, and take all necessary action regarding change of by-laws to accommodate how Community College Partners select representation on the Executive Board.

Motion to approve the change of by-laws as presented to accommodate how Community College Partners select representation on the Executive Board passed with motion by President Ted Carter and seconded by President Paul Illich.

DISCUSSION: Dr. Hastings described the new arrangement agreed upon by the six Community College partners to decide the next representative member on the Executive Committee. It was agreed to clarify the by-laws such that when the current term of the Community College representative ends, the Community College representative on the Management Committee will automatically become the Executive Committee representative. The six Community Colleges would then elect a new Management Committee representative.

He also stated that this change was shared with all the community colleges who are all in favor of the change.

President Ted Carter	Yea
President Paul Illich	Yea
Deputy Commissioner Deborah Frison	Yea
Chancellor Paul Turman	Yea

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



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

**Annual Report Update.** Dr. Hastings reported that he was working on the annual report that was due to the Legislature on December 1 and shared some proposed content to include therein. See attached PDF.

**Data Collection Update.** Dr. Hastings described the progress of the on-going data collection process and the draft on-going data collection calendar. The Nebraska Department of Education will submit once a year, the 2-year post-secondary institutions can either submit once a year or three times a year. The 4-year post-secondary institutions will submit 3 times a year. Data will be pulled quarterly from the department of labor. Dr Hastings shared the individual progress of each institution in submitting the initial 10-year tranche of data and an example of the certification process. Until files have passed the data certification process they are not used in the research process.

President Turman indicated that he feels the certification process is a critical component to data collection.

President Turman then asked if there was a point and time when data for a particular cohort of students would no longer be collected. Dr. Hastings then described how full or last-quarter data will be requested from the Department of Labor and indicated that the decision of when to stop requesting data has not yet been made.

Dr. Hastings highlighted two anomalies to the data collection process. The first anomaly is Western Nebraska Community College current has no staff to complete the data submission. President Carter confirmed they have a job posting for this but have yet been able to fill it. The second anomaly is Central Community College. Dr. Hastings described the continued efforts to work with them and asked Jordan Johnson, legal counsel for NSWERS, to give an update of his work.

Jordan Johnson described conversations with Central Community College's legal Counsel Katie Sharp and the continued concerns they have, and that the community college may not ever be comfortable with sharing this data based on their policies and procedures.

President Ted Carter stated that he was unclear on why this was a sticking point. President Paul Illich report that in conversations with the institution they are unsure about sharing this data with 3<sup>rd</sup> party institutions.

Dr. Hastings reported he had been in contact with consultants that have expertise in forming data sharing agreements for statewide SLDS systems.

**Common Annual Report.** Dr Hastings reported that NSWERS staff have worked with partners at NU foundation to consolidate Philanthropic reports which were submitted on the 31<sup>st</sup>.

**Advisory Committee Update.** Dr. Hastings gave an update on the work of the advisory committee. There is an upcoming meeting on November 7<sup>th</sup>. With a follow-up meeting either the 12<sup>th</sup> or 16<sup>th</sup> of December.

**Partnerships with External Entities.** Dr. Hastings shared an update to the work on developing a service to help external entities with their needs. The management committee will be consulted moving forward.

**Staffing Update.** Dr. Hastings gave an update on current staffing. The engagement specialist has been hired and the interviews for the data scientist have concluded with one verbal accepted and a second imminent.

**Insights+ Update.** Dr Hastings shared a series of slides demonstrating the on-going work in partnership with Don't Panic Labs, on the web-based portal to share data and research with the partners. There is an anticipated MVP launch in January of 2023 with continued functionality added over time. President Paul Turman asked about who gets access to which data. Dr. Hastings explained that initially partners would only have access to their own data, though this can be changed based on the decision of the Executive Committee.

**Strategic Plan Update.** Dr. Hastings reported that Goal 1 is 77% done and 40% complete with Goal 2 for a 7% increase.

## 5. SPECIAL PRESENTATIONS AND DISCUSSIONS

### 5.1 Dual Credit Report to the NSWERS Executive Council – Dr. Michael Baumgartner

Dr. Michael Baumgartner, Executive Director, Nebraska's Coordinating Commission for Postsecondary Education, thanked the council and stated that Nebraska needs a better understanding of who takes dual credit or concurrent enrollment courses including where students take them, how they perform in them, how they apply to degrees and other credentials, and how successful the students who took the courses are in obtaining their degree in a timely manner.

Dr. Baumgartner stated that this work is in the context of the comprehensive statewide plan and highlighted several relevant questions:

- are we able to provide courses comparably across the state?
- are all students able to access the courses equitably regardless of race, ethnicity, gender, and income?
- Are students saving time and money in postsecondary education because of dual enrollment?
- What is the state's return on investment?

Dr. Baumgartner described what is currently available with a lot of data available from a lot of different sources, and a variety of reports that don't give a true picture. He talked about the Coordinating Commission supplemental data collection that provides a lot of course data, including students, Zip codes, course numbers, course titles, location and delivery, and course

section and enrollment that produces a very course-based report, but is not student based and the limitations of the IPEDS updated collection.

Dr. Baumgartner highlighted several other state reports that are good examples:

- Kansas Board of Regents – online report that gives information
- Kentucky Council on Postsecondary Education online dashboard
- Iowa Annual report on Dual Credit and 10 year outcomes report
- Colorado Dual Credit Report
- Ohio Dual Credit Report
- Indiana Dual Credit Report (Gold Standard)

President Carter asked what are the driven outcomes of this were? Dr. Baumgartner replied that this is particular to driving some financing going forward to the Community College to receive more dual credit funding, connected to the attainment goal and the equity portion of the goal, has an evaluative component, and helps determine scope of the program across Nebraska.

President Carter expressed his positive impression of the map in Indiana's report.

President Illich indicated this would be good for finding the gaps in the current programs.

Deputy Commissioner asked if NDE is currently collecting this level of data to which Dr. Hastings responded that they were, but until NSWERS there was not the ability to connect it with the postsecondary data and that the NSWERS will be able to address the majority of questions presented with the exception of those related to economically disadvantaged students due to lack of FRL and Pell grant related information.

President Illich requested clarification of the definition of who should be included, and Dr. Baumgartner replied that he would do so most broadly as concurrent enrollment for any high school student who has not graduated high school that led to college credit whether or not it included high school credit.

President Turman asked if there is the capacity to assist in the effort and recommended that Dr. Baumgartner focus on the major outcomes being sought from this report, and highlighted the importance of all post-secondary institutions submitting data for this work.

**6. COMMITTEE REPORTS (NONE)**

**7. EXECUTIVE SESSION (NONE)**

**8. ADDITIONAL BUSINESS (NONE)**

**9. INFORMATION ITEMS AND REPORT**

**9.1 NSWERS Treasurer's Report – Deputy Commissioner Deborah Frison**

Dr. Hastings reported due to this being Deputy Commissioner Frison's first Executive Meeting. Dr. Hastings reports that NSWERS is under budget and highlighted the outstanding contracts NSWERS has.

## **10. ADJOURNMENT**

Motion to adjourn the NSWERS Executive Council Business Meeting passed with a motion from President Ted Carter, second by Deputy Commissioner Deborah Frison.

Chancellor Paul Turman	Yea
President Ted Carter	Yea
Deputy Commissioner Deborah Frison	Yea
President Paul Illich	Yea

President Turman adjourned the meeting at 2:55p.m.

At this time, a NSWERS Executive Council Meeting is scheduled to be held on January 25th, 2023, at a time and place to be determined.

## **NEBRASKA P-20W**

### **NEBRASKA STATEWIDE WORKFORCE & EDUCATIONAL REPORTING SYSTEM (NSWERS)**

#### **NSWERS BYLAWS**

##### **ARTICLE I**

##### **ESTABLISHMENT OF JOINT ENTITY**

Section 1.1. Establishment and Name. LB 1071 (2010) required the Nebraska State Board of Education, Board of Regents of the University of Nebraska, the Board of Trustees of the Nebraska State Colleges, and the board of governors of each community college area to enter into a Memorandum of Understanding to adopt a policy to share student data. LB1071 is codified in the Nebraska Revised Statutes (§85-110 (University of Nebraska); §85-309 (Nebraska State College System); §79-776 (Nebraska Department of Education); §85-1511 (Nebraska Community Colleges)). The resulting 2010 Memorandum of Understanding for Sharing of Student Data between the Nebraska Department of Education, the University of Nebraska, the Nebraska State Colleges, and the Nebraska Community Colleges (herein the “MOU”) established an agreement “to share student data for the purposes of evaluation of and research related to public pre-kindergarten, elementary, secondary, and postsecondary education to improve education in Nebraska” as authorized by the Family Educational Rights and Privacy Act (FERPA) (see 20 U.S.C. §1232g(b)(1)(F) and 34 CFR §99.31(a)(6)). The data governing council created herein shall operate under the name of the Nebraska Statewide Workforce & Educational Reporting System (NSWERS). The MOU was replaced by the NSWERS AGREEMENT (herein the “AGREEMENT”) in October 2019.

##### Section 1.2. Definitions.

Section 1.2.1 “Executive Council” shall mean the NSWERS governance body of four (4) representative members comprised of the Commissioner of Education or his or her designee, President of the University of Nebraska or his or her designee, Chancellor of the Nebraska State College System or his or her

designee, and a President of one of the Nebraska Community Colleges (herein the “Executive Council”) as established pursuant to Section 2.1 herein.

Section 1.2.2 “President” shall mean the President of NSWERS as elected pursuant to Section 4.2 herein.

Section 1.2.3 “Vice President” shall mean the Vice President of NSWERS as elected pursuant to Section 4.3 herein.

Section 1.2.4 “Secretary-Treasurer” shall mean the Secretary-Treasurer of NSWERS as elected pursuant to Section 4.4 herein.

Section 1.3. Members of NSWERS. The membership of NSWERS shall include signatories to the AGREEMENT (herein the “Participating Agencies”). The initial membership of NSWERS is identified on Exhibit “A” attached hereto.

Section 1.4. New Members. Prospective members of NSWERS may be nominated by any Participating Agency, and new members will be added with unanimous approval by NSWERS Executive Council.

Section 1.5. Powers and Duties. NSWERS shall make decisions related to the creation, operations, maintenance, and reporting of student data from the prekindergarten through postsecondary and workforce data warehouses. NSWERS shall further define, and may expand upon, the data to be shared and establish appropriate guidance.

Section 1.6. Principal Office. The principal office of NSWERS is the University of Nebraska Central Administration, 3835 Holdrege Street, Lincoln, Nebraska 68583-0743. Meetings shall be conducted at the President of NSWERS’ institutional offices or as the Executive Council members may designate from time to time.

## ARTICLE II EXECUTIVE COUNCIL, DIRECTOR, AND COMMITTEES

Section 2.1. Executive Council Membership. The Participating Agencies shall be represented by a council of four (4) representative members comprised of the Commissioner of Education or his or her designee, President of the University of Nebraska or his or her designee, Chancellor of the Nebraska State College System or

his or her designee, and a President of one of the Nebraska Community Colleges (herein the “Executive Council”). Any such delegation of authority by the named principal to another to serve as the NSWERS Executive Council member for a participating agency shall be delivered in writing to all other Executive Council members. Written delegations of authority so executed shall remain in force unless and until revoked in writing by the principal with notice to all other Executive Council members. The initial representative for the Nebraska Community Colleges shall be elected by majority vote of the Presidents of participating Nebraska Community Colleges signatory to the AGREEMENT. Said representative shall serve on the Executive Council for a renewable term of two years unless the representative earlier is removed or resigns from the position. The representative for the Nebraska Community Colleges serving on the Executive Council shall be succeeded by the representative for the Nebraska Community Colleges appointed to serve on the Management Committee consistent with Section 2.7.2 herein, unless another representative is elected by majority vote of the Presidents of participating Nebraska Community Colleges signatory to the AGREEMENT.

Section 2.2. Duties. Subject to Section 3.5 hereinafter elaborated, the Executive Council shall define and prioritize the high-level objectives, policies and operating parameters of NSWERS. Specific duties include: maintain overall responsibility and authority over NSWERS; designate a President, Vice-President and Secretary-Treasurer; secure funding, resources and support for the NSWERS system and staff; approve the budget and annual plan for NSWERS; approve NSWERS policies and procedures; establish expectations and priorities for the research agenda; solicit and organize non-voting members of the Advisory Committee; and appoint representatives.

Section 2.3. Term. Each Executive Council member shall hold membership until his or her successor is designated, elected or appointed by the respective Participating Agency or Agencies consistent with these bylaws.

Section 2.4. Removal and Vacancies. Executive Council members may only be removed by their respective Participating Agency or Agencies. Any vacancies shall be promptly filled by designation, election or appointment of the respective Participating Agencies.

Section 2.5. Compensation. The Executive Council members shall not be compensated for their services.

Section 2.6. Executive Director. NSWERS, by resolution of the majority of the Executive Council members at which a quorum is present, may appoint or remove an Executive Director. The Executive Director may be an employee on loan to NSWERS from a participating agency or other contractor. The Executive Director shall act as the principal executive agent of NSWERS and to conduct business on behalf of NSWERS. The Executive Director shall be responsible for the day-to-day administration of NSWERS consistent with the directives of the Executive Council and the purposes for which NSWERS was formed and shall perform all other duties as assigned by the Executive Council. The Executive Director will report to the Executive Council at all regular and special meetings and shall keep the Executive Council apprised of all information necessary for the Executive Council to conduct its business.

Section 2.7. Committees Established by the Executive Council. NSWERS, by resolution of the majority of the Executive Council members at which a quorum is present, may establish committees that may exercise specific duties of NSWERS. Unless otherwise directed by the Executive Council, such committees shall report to the Executive Director. The Executive Director shall be responsible for reporting to the Executive Council regarding the work and advice of the committees reporting to him or her. Such committees shall not report directly to the Executive Council except upon matters discussed or acted upon by the committee in compliance with the Open Meetings Act (Nebraska Revised Statutes §§84-1407 to 84-1414). However, the conduct of such committees shall at all times be subject to the direction and control of the Executive Council and shall be consistent with the directives of the Executive Council. Committee members shall be appointed by the affirmative vote of a majority of the Executive Council members present. A majority of members of any committee shall constitute a quorum for the transaction of business at a meeting of such committee. The designation of any committee and the delegation thereto of authority shall not operate to relieve NSWERS of any responsibility of NSWERS or the Executive Director of any responsibility delegated by the Executive Council.

Section 2.7.1 Advisory Committee. NSWERS shall have a standing advisory committee of stakeholders comprised of membership selected from outside of the Participating Agencies to make recommendations to inform NSWERS' objectives (herein the "Advisory Committee"). The Advisory Committee shall be subject to the provisions of Section 2.7 above.

Section 2.7.2 Management Committee. NSWERS shall have a standing management committee comprised of representative members of NSWERS



responsible for operational management and advancing NSWERS' agenda and initiatives at the direction of the Executive Council (herein the "Management Committee"). The Management Committee shall be subject to the provisions of Section 2.7 above. The Nebraska Community Colleges shall by majority vote of the Presidents of participating Nebraska Community Colleges signatory to the AGREEMENT elect a representative to serve as a member of the Management Committee. Said representative shall thereafter serve on the Executive Council consistent with the provisions of Section 2.1 herein.

Section 2.7.3 Technology Committee. NSWERS shall have a standing technology committee responsible for architecting and governing the data warehouse and the connection to data sources at the direction of the Management Committee (herein the "Technology Committee"). The Technology Committee shall be subject to the provisions of Section 2.7 above.

Section 2.7.4 Research Review Committee. NSWERS shall have a standing research review committee responsible for reviewing research requests within the context of the research agenda at the direction of the Management Committee (herein the "Research Review Committee"). The Research Review Committee shall be subject to the provisions of Section 2.7 above.

Section 2.7.5 Other Committees. Additional committees having and exercising the authority of NSWERS may be established by the Executive Council as set forth in Section 2.7.

### ARTICLE III MEETINGS OF NSWERS

Section 3.1. First Meeting. The President of the University of Nebraska or his or her designee shall convene the first meeting of the Executive Council.

Section 3.2. Regular Meetings. The Executive Council shall meet at least two times annually. Meetings shall be held at the President's institutional offices or at such other place the Executive Council may designate.

Section 3.3. Special Meetings. Special meetings may be called from time to time with the approval of the President and Vice President of NSWERS.

Section 3.4. Notice of Meetings. Notice of the time and place of regular and special Executive Council meetings will be given to the membership by electronic mail and published on NSWERS' web page. NSWERS will comply with the applicable provision of the Open Meetings Act (Nebraska Revised Statutes §§84-1407 to 84-1414) for all Executive Council regular or special meetings.

Section 3.5. Quorum. A majority of the Executive Council shall constitute a quorum for the transaction of business of any meeting of the Executive Council. An affirmative vote of a majority of all members of the Executive Council qualified to serve and vote at said time shall be required for the adoption of any resolution unless otherwise provided by law or these Bylaws. In all other matters a majority of those present at the meeting shall control action of NSWERS.

Section 3.6. Acts of NSWERS. Except as otherwise required by Nebraska law or specified in these Bylaws, NSWERS shall take action by the affirmative vote of the majority of the Executive Council, who shall be entitled to one (1) vote on each matter submitted to a vote.

Section 3.7. Presumption of Assent. A member of the Executive Council who is present at a meeting of the Executive Council at which action on any matter is taken shall be presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless they file a written dissent with the President.

## ARTICLE IV OFFICERS OF NSWERS

Section 4.1. Number. The officers of NSWERS shall be a President, Vice President, and Secretary-Treasurer, and such other officers as the Executive Council may deem appropriate.

Section 4.2. President of NSWERS. There shall be a President of NSWERS who shall serve for two years and rotate among the Nebraska Department of Education, the University of Nebraska, the Nebraska State Colleges, and the Nebraska Community Colleges. The President shall be the principal executive officer of NSWERS and shall preside at all meetings of the Executive Council.

Section 4.3. Vice President. The Vice President shall be the member who will serve as President in the next two-year term. In the absence of the President, or in the event of his or her refusal to act, the Vice President shall perform the duties of the President and, in general perform all the duties incident to the office of Vice President as the Executive Council may assign.

Section 4.4. Secretary-Treasurer. The Secretary-Treasurer shall maintain minutes of the proceedings of the Executive Council; see that all notices are given in accordance with these Bylaws or as required by law; shall be the custodian of all books, records, papers, and property of NSWERS; shall have charge of custody and be responsible for all funds of NSWERS; and in general shall perform all the duties incident to the office of Secretary-Treasurer and such other duties as the Executive Council may assign. The Secretary-Treasurer may assign tasks to a designee to accomplish these duties at his/her discretion.

Section 4.5. Election of Officers. The initial officers of NSWERS shall be elected at the first meeting of the Executive Council. Officers shall thereafter be elected by the Executive Council at its annual meeting, as applicable. Establishment of the order of rotation for officers shall be conducted in accordance with Sections 3.5 and 3.6 herein.

Section 4.6. Term of Service. The President, Vice President and Secretary-Treasurer of NSWERS shall serve two-year terms. The member elected Vice President shall be the member who will serve as President in the next two-year term.

Section 4.7. Removal of Officers. Officers may be removed by a three-fourths (3/4) vote of the Executive Council for cause or whenever in the Executive Council's judgment the best interest of NSWERS will be served thereby.

Section 4.8. Compensation. Officers of NSWERS shall not be compensated for their service.

## ARTICLE V

### CONTRACTS, CHECKS, AND DEPOSITS

Section 5.1. Contracts. The Executive Council may authorize any officer or agent of NSWERS to enter into any contract or execute and deliver any instrument in the

name of and on behalf of NSWERS, and such authority may be general or confined to specific instances.

Section 5.2. Checks, Drafts, and Orders for the Payment of Money. All checks, drafts, or orders for payment of money, notes or other evidences of indebtedness issued in the name of NSWERS shall be signed by such officer or officers, agent or agents of NSWERS and in such a manner as shall from time to time be determined by resolution of the Executive Council. In the absence of such determination by the Executive Council, such instruments shall be signed by the President of NSWERS or the Executive Director.

Section 5.3. Deposits. All funds of NSWERS shall be deposited and be secured in the same manner as public funds to the credit of the NSWERS in such banks or banks as the Executive Council may select.

## ARTICLE VI LIABILITY PROTECTION

Section 6.1. Indemnification. NSWERS shall indemnify, defend, and hold harmless its Participating Agencies, representative members of the Executive Council, Officers, employees, and agents from and against any and all liabilities, claims, actions, proceedings and judgments, including without limitation, amounts paid in settlement, attorney fees and costs incurred in connection with the defense of any claim, action or proceeding, whether civil, criminal, administrative or other, in which any such Participating Agency, representative member of the Executive Council, Officer, employee or agent be named or involved in by virtue of having the status of a present or former Participating Agency, representative member of the Executive Council, Officer, employee, or agent thereof. The right of indemnification conferred by these Bylaws shall be extended to any threatened action, suit or proceeding, and the failure to institute it shall be deemed its final determination. The foregoing rights shall be in addition to and shall not be deemed exclusive of any other rights to which any Participating Agency, representative member of the Executive Council, Officer, employee, or agent may be entitled under any other law, agreement, or otherwise.

Section 6.2. Advances for Expenses. NSWERS may pay for or reimburse the reasonable expenses incurred by a Participating Agency, representative member of the Executive Council, Officer, employee, or agent who is a party to a proceeding in advance of final disposition of the proceeding.

Section 6.3. Insurance. NSWERS (directly, or indirectly through a Participating Agency) may purchase and maintain insurance on behalf of an individual who is or was a representative member of the Executive Council, Officer, employee, or agent of NSWERS or who, while a representative member of the Executive Council, Officer, employee, or agent of NSWERS, is or was serving at the request of NSWERS as a director, officer, partner, trustee, employee, or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not NSWERS would have power to indemnify the person against the same liability.

## ARTICLE VII GENERAL PROVISIONS

Section 7.1. Amendments. These Bylaws may be amended or repealed and new Bylaws may be adopted by the affirmative vote of the majority of the Executive Council at any regular or special meeting, provided that at least ten (10) days written notice is given of the intention to adopt new Bylaws or alter, amend or repeal the existing Bylaws at such meeting.

Section 7.2. Records. NSWERS shall keep records (books, records, paper and property) and minutes of the proceedings of the meetings and actions of the Executive Council and of the committees of the Executive Council. The minutes of each meeting shall be reviewed and approved at each regular meeting of the Executive Council. If a special meeting occurs, minutes of that meeting shall be reviewed and approved at the next regular meeting of the Executive Council. The records and minutes of the Executive Council shall be available on NSWERS' web page.

Section 7.3. Fiscal Year. The fiscal year of NSWERS will begin on the first day of July and end on the last day of June of each year.

Approved and adopted by unanimous action of the NSWERS Executive Council present on November 2, 2022.

NSWERS

*Deborah A. Frison*

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Commissioner of Education

*Ted Cant*

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University of Nebraska,  
President

*Paul Turman*

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Nebraska State College System,  
Chancellor

*Paul Jell*

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Nebraska Community College  
Representative

**EXHIBIT A**  
**MEMBERS OF THE NEBRASKA STATEWIDE WORKFORCE &  
EDUCATIONAL REPORTING SYSTEM (NSWERS)**

Nebraska Department of Education

University of Nebraska

Nebraska State College System

Central Community College

Metropolitan Community College

Mid-Plains Community College

Northeast Community College

Southeast Community College

Western Nebraska Community College

## Certificate Of Completion

Envelope Id: 2C598D9AE7EE4A46A693E4B6B10A2E57

Status: Completed

Subject: Complete with DocuSign: NSWERS Bylaws Approved 110222.pdf

Source Envelope:

Document Pages: 11

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 0

Matthew Hastings

AutoNav: Enabled

1400 R St.

Envelopeld Stamping: Disabled

Lincoln, NE 68588

Time Zone: (UTC-06:00) Central Time (US & Canada)

matthewhastings@nebraska.edu

IP Address: 129.93.161.222

## Record Tracking

Status: Original

Holder: Matthew Hastings

Location: DocuSign

12/15/2022 12:27:34 PM

matthewhastings@nebraska.edu

## Signer Events

### Signature

### Timestamp

Deborah A. Frison

deborah.frison@nebraska.gov

Security Level: Email, Account Authentication  
(Optional)



Signature Adoption: Pre-selected Style  
Using IP Address: 174.74.37.53

Sent: 12/15/2022 12:50:01 PM

Resent: 12/21/2022 12:03:35 PM

Viewed: 12/21/2022 3:48:52 PM

Signed: 12/21/2022 3:49:47 PM

### Electronic Record and Signature Disclosure:

Accepted: 12/21/2022 3:48:52 PM

ID: fd37292d-7bae-4c60-ab2f-735494962681

Paul Illich

pillich@southeast.edu

Security Level: Email, Account Authentication  
(Optional)



Signature Adoption: Drawn on Device  
Using IP Address: 64.89.52.30

Sent: 12/15/2022 12:50:02 PM

Resent: 12/21/2022 12:03:36 PM

Resent: 1/3/2023 9:30:37 AM

Resent: 1/3/2023 9:57:14 AM

Resent: 1/5/2023 4:28:04 PM

Resent: 1/18/2023 1:37:09 PM

Resent: 1/19/2023 10:12:05 AM

Viewed: 1/19/2023 11:17:27 AM

Signed: 1/19/2023 11:18:20 AM

### Electronic Record and Signature Disclosure:

Accepted: 1/19/2023 11:17:27 AM

ID: 36cce4ae-f789-4a67-9ac1-ee06aa9b352c

Paul Turman

pturman@nscs.edu

Chancellor

Security Level: Email, Account Authentication  
(Optional)



Signature Adoption: Pre-selected Style  
Using IP Address: 198.133.244.253

Sent: 12/15/2022 12:50:01 PM

Viewed: 12/15/2022 1:20:03 PM

Signed: 12/15/2022 1:20:09 PM

### Electronic Record and Signature Disclosure:

Accepted: 12/15/2022 1:20:03 PM

ID: dd7bf58f-ecfe-4beb-8122-3394b51e4570

Walter "Ted" Carter, Jr.

tcarter@nebraska.edu

President

Security Level: Email, Account Authentication  
(Optional)



Signature Adoption: Drawn on Device  
Using IP Address: 174.198.70.254  
Signed using mobile

Sent: 12/15/2022 12:50:01 PM

Viewed: 12/15/2022 2:15:59 PM

Signed: 12/15/2022 2:16:18 PM

### Electronic Record and Signature Disclosure:



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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Jordan Johnson jordan@ksbschoollaw.com Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/15/2022 12:50:02 PM
Kristin Divel kdivel@nscs.edu Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/15/2022 12:50:04 PM
Kristin Yates kristin.yates@nebraska.gov Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/15/2022 12:50:03 PM
Matthew Hastings matthewhastings@nebraska.edu Executive Director Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/15/2022 12:50:04 PM Resent: 1/19/2023 11:18:26 AM Viewed: 12/15/2022 2:22:35 PM
Scott Gray sgray7@northeast.edu Vice President & General Counsel Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Accepted: 7/20/2021 11:13:52 AM ID: ab8523ac-c412-4ae5-b207-e377b7e718a9	COPIED	Sent: 12/15/2022 12:50:04 PM Viewed: 12/16/2022 5:26:31 AM
Stacia Palser splaser@nebraska.edu Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Accepted: 1/9/2023 8:22:22 AM ID: a00ebb2c-bb46-49ab-8aa1-1ffc55819d95	COPIED	Sent: 12/15/2022 12:50:03 PM Viewed: 12/15/2022 2:09:40 PM
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/15/2022 12:50:04 PM
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Completed	Security Checked	1/19/2023 11:18:20 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Support Material for Agenda item 1.2  
January 25, 2023

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Support Material for Agenda item 1.2  
January 25, 2023

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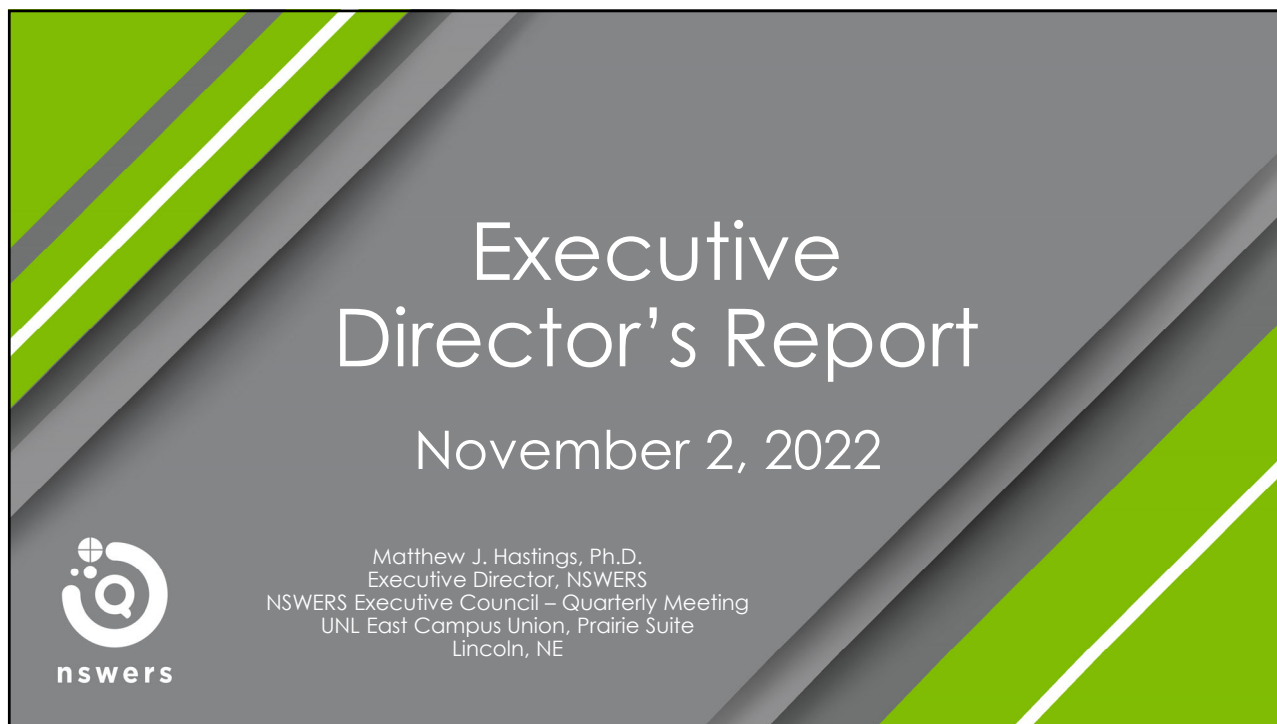
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# Connecting Data Across Sectors

## NSWERS connects data from across sectors to create ONE NEBRASKA data system.



The Nebraska Statewide Workforce & Educational Reporting System (NSWERS) is a comprehensive, sustainable, and robust lifelong learning and workforce longitudinal data system serving the needs of the people of Nebraska. Since the fall of 2020, NSWERS has been building a state-of-the-art data system to promote strong economic development, policies, good jobs, growing business, and thriving communities. The NSWERS data system connects statewide information from PK-12 education, postsecondary education, and the workforce to better understand the state. This effort is not about traditional education-to-workforce reporting, but instead is designed to realize the vision of a data informed decision culture to support learning and earning in Nebraska.

Nebraska is a state of varied education experiences and a breadth of workforce opportunities yet the pathways that individuals take are interconnected, an overlapping network of possibilities. For the first time ever, NSWERS allows these education and workforce connections to be known and seen, all in one location. Unique insights powered by NSWERS, partners—all six Nebraska Community Colleges, the Nebraska Department of Education, the Nebraska State College System, and the University of Nebraska System—can make informed decisions based on timely, tailored Nebraska data.



## NSWERS enables Nebraska to answer the bold and salient questions facing the state's education and workforce development systems.

- Which Nebraska high schools are consistently highest performing in preparing students for additional school and work?
- How well are Nebraska education programs meeting local and regional workforce needs?
- Do early college, dual enrollment, and advanced placement programs in high school affect student success in college?
- Have students taken the coursework needed to prepare them for college and work-both in years of study and rigor of content?
- What impact does out migration have on Nebraska's economy?
- What is the impact of internship opportunities?

## With answers like these, NSWERS can help inform decision making to:

- Empower local communities to create and measure custom education and workforce development strategies.
- Catalyze business recruitment strategies with targeted workforce insights.

## NSWERS supports education and workforce journeys, all in one location.

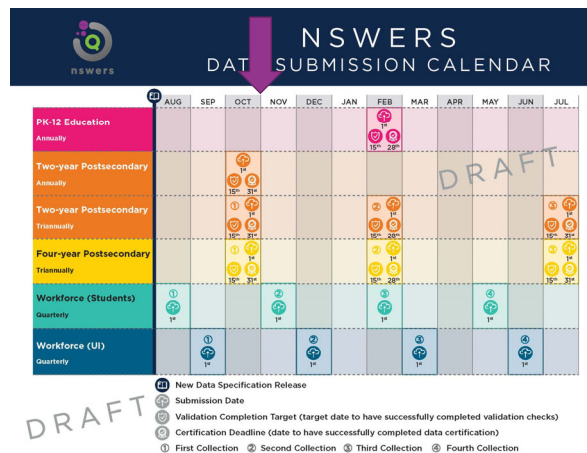
NSWERS' analysis of partner data reveals programs that are working and thriving and those that may need some adjustment to be most successful. Without the NSWERS system, the decisions that Nebraska education and workforce leaders make are largely based on conjecture. NSWERS provides Nebraskans never-before-seen products to understand the talent pipeline and make changes to the Nebraska education system to best support workforce needs and fuel Nebraska's economy.



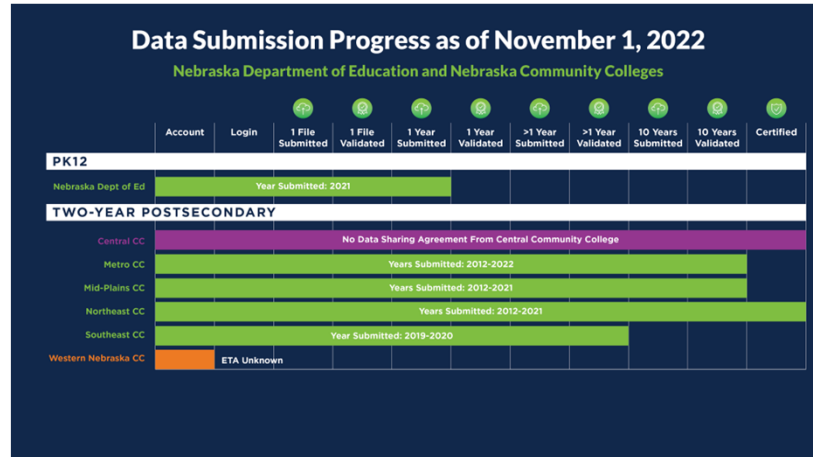
For more information, contact:  
Matt Hastings, Ph.D.  
NSWERS Executive Director  
(402) 472-5238  
matt@hastings@nebraska.edu  
nswers.org

To see the power of the NSWERS data system, visit:  
[dataviz.nswers.org](http://dataviz.nswers.org)

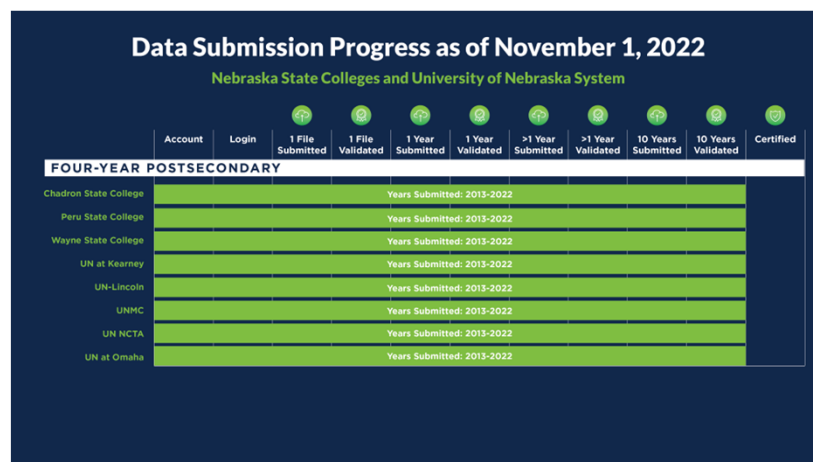
# Data Submission Calendar



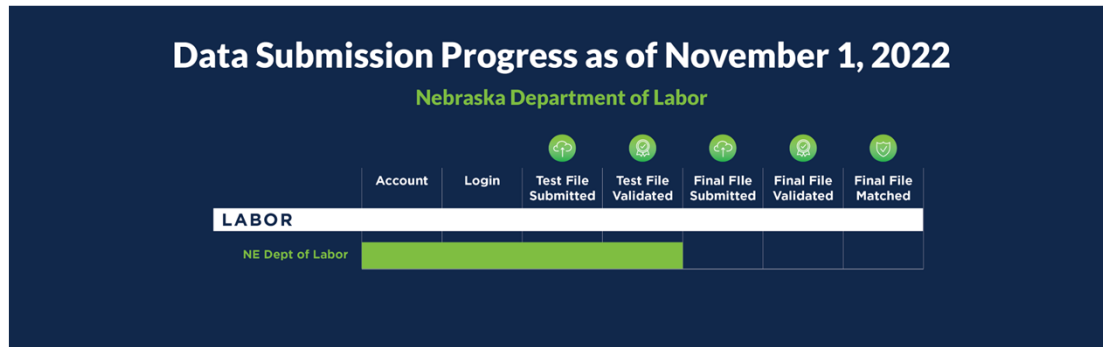
## Data Submission Progress



## Data Submission Progress



## Data Submission Progress



## Stakeholder Engagement

- Annual Progress Report to the Nebraska Legislature due December 1<sup>st</sup> as per LB 1130
- Common Annual Progress Report to Philanthropic Community
  - Submitted on August 31<sup>st</sup> (shared digital copy with the Council)
  - Created in partnership with the NU Foundation
- Scheduled to meet with supporting foundations on December 6<sup>th</sup> for an update on NSWERS progress



## Workgroup Meeting Updates

- Recommendation at the Advisory Committee meeting of May 4<sup>th</sup> at Nebraska Innovation Campus
- Launched Two Workgroups:
  - Record Linking
    - Addressing SSN and other linking solutions
    - Workforce Data
    - Acquiring job title, SOC code, and other key employee data
- All meetings held at UNO's Barbra Weitz Community Engagement Center
  - Session 1: September 12<sup>th</sup>
  - Session 2: November 7<sup>th</sup>
  - Session 3: December 16<sup>th</sup>

## Partnerships with External Entities

- Contacted by representatives from K-12 education and private business community
  - Discuss the possibility of research partnerships
- Interest in leveraging the NSWERS Data System to support program evaluation
  - Critically important for investment decision is workforce development programs
- NSWERS staff currently considering prospect of packaging research/evaluation services for external entities
  - Explore this further with the Management Committee

## External Offerings

External Offerings BENEFITS	READY-MADE PRODUCTS WITH CUSTOM COHORT			CUSTOM RESEARCH PRODUCTS	
	BASIC	STANDARD	ENHANCED	PREMIUM	PREMIUM PLUS
<b>OUTCOMES REPORTING</b>					
Aggregate rates, percentages, and averages	✓	✓	✓	✓	✓
Statistical significance tests (mean difference, trends)			✓	✓	✓
Model Predictions				✓	✓
Effect estimations				✓	✓
<b>SAMPLE SELECTION</b>					
Define sample by geographic area, year, and a limited selection of demographic variables	✓	✓	✓	✓	✓
Custom cohort definitions defined by a wide range of variables		✓	✓	✓	✓
Matched sample by affiliate-provided data		✓	✓	✓	✓
Auto-selected control group defined by baseline demographic variables		✓	✓	✓	✓
Custom control group definition			✓	✓	✓
Retrospective study (All data must be collected)				✓	✓
Prospective study (Data collection is ongoing)				✓	✓
<b>STUDY DESIGN</b>					
Sample Planning/Participant selection					✓
Additional data collection					✓
Research question definition and refinement					✓

All data can be developed and presented without providing individual-level data to the external party, if desired.

External Offerings DELIVERABLES, USE CASES, & TIMELINE				
READY-MADE PRODUCTS WITH CUSTOM COHORT			CUSTOM RESEARCH PRODUCTS	
BASIC	STANDARD	ENHANCED	PREMIUM	PREMIUM PLUS
<b>DELIVERABLES</b> Reports • Pre-made web only	<b>DELIVERABLES</b> Reports • Pre-made web products • Auto-generated PDF • Custom branding	<b>DELIVERABLES</b> Reports • Pre-made web products • Auto-generated PDF • Custom branding	<b>DELIVERABLES</b> Reports • Simple customized web products • Simple report • Executive Summary • Custom branding	<b>DELIVERABLES</b> Reports • Ongoing progress updates • Interactive customized web products • Detailed report • Executive Summary • Custom branding • Result presentation
<b>USE CASES</b> What was the average in-state employment rate for college goers from 2014, 2015, and 2016 K12 Public High Cohort?	<b>USE CASES</b> What was the average college-going rate for the recipients of the affiliated product?	<b>USE CASES</b> What was the average college-going rate for the recipients of the affiliated product?	<b>USE CASES</b> Does the intervention affect specific outcomes of interest? E.g. did the intervention increase the proportion of students studying STEM fields in college beyond what was expected and observed in the matched control group?	<b>USE CASES</b> What would be the impact of making the program broadly accessible? What would be expected participation and completion rates? What would be the simulated impact on future enrollment?
<b>TIMELINE</b> • Short term/ User specific	<b>TIMELINE</b> • Short term/ User specific	<b>TIMELINE</b> • Short term/ User specific	<b>TIMELINE</b> • Timeline: Medium term (3-6 months)	<b>TIMELINE</b> • Timeline: Long term (18+ months)

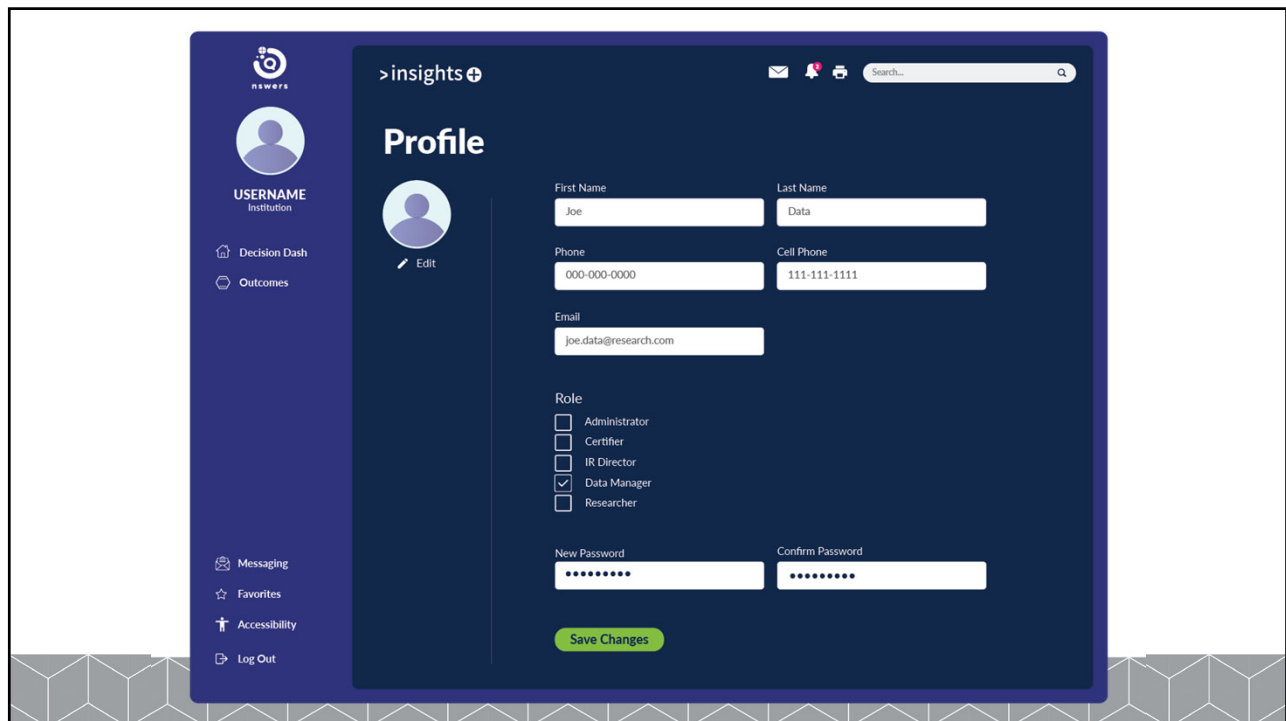
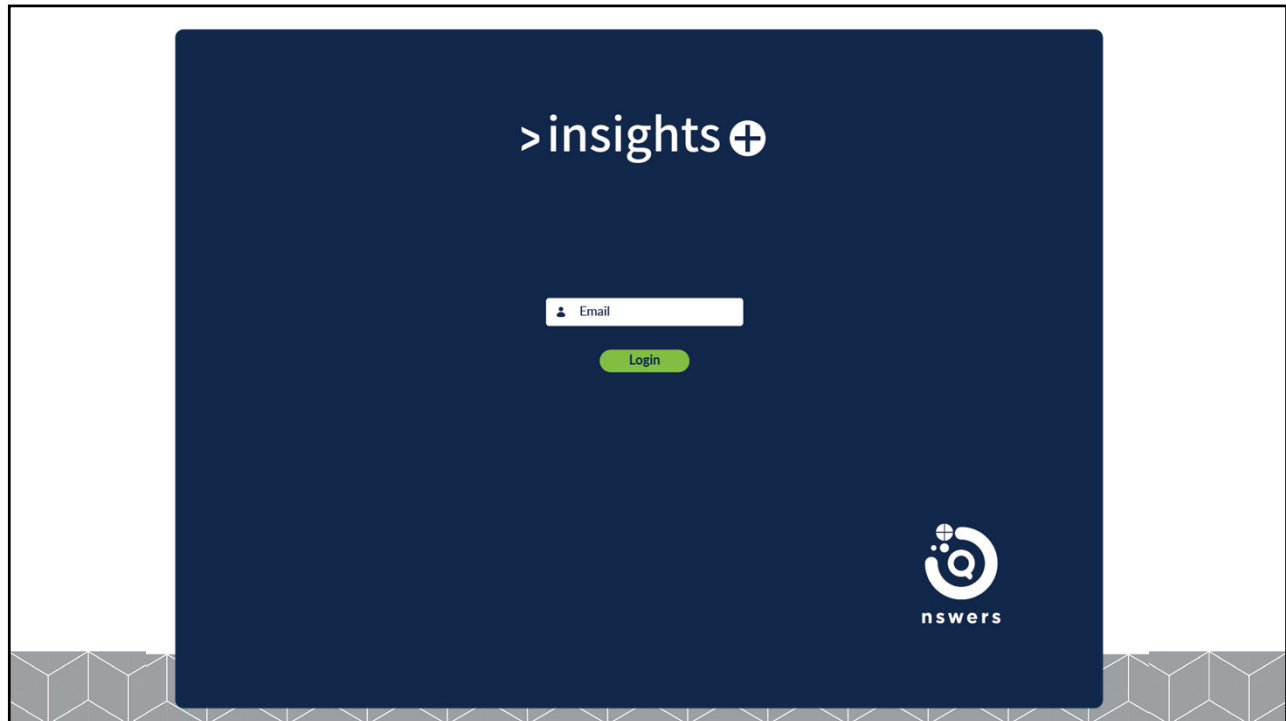
## NSWERS Staffing Update

- Progress towards NSWERS two-tier staffing plan:
  - Engagement Specialist (1 position)
  - Data Scientist (2 positions)
- NSWERS Engagement Specialist
  - Started on September 21st
- NSWERS Data Scientists
  - Starting January 3rd

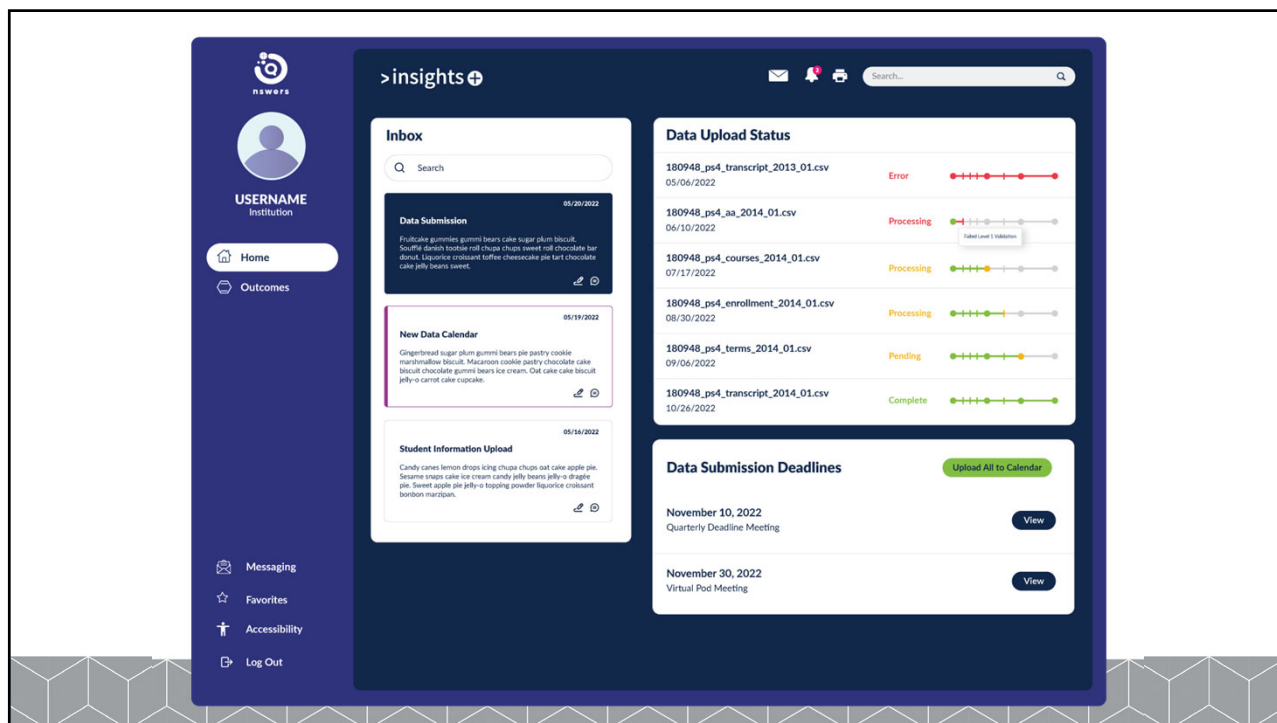
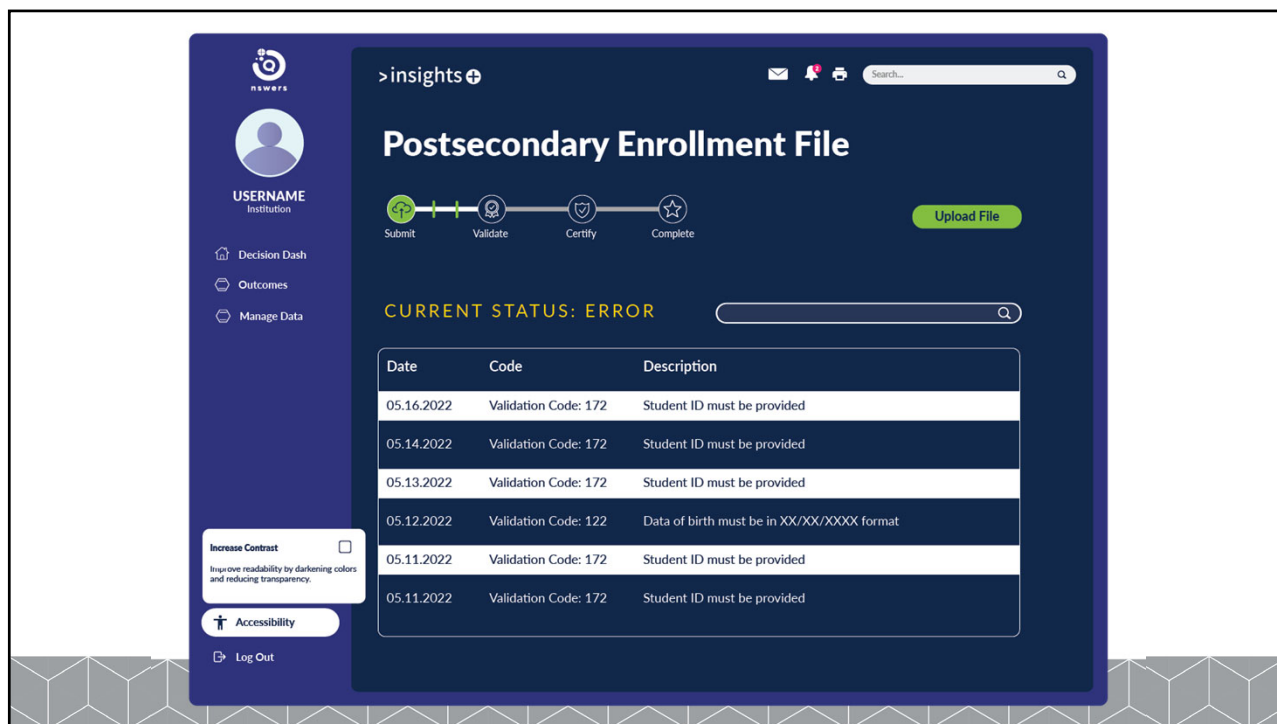
## Insights+ Web Portal

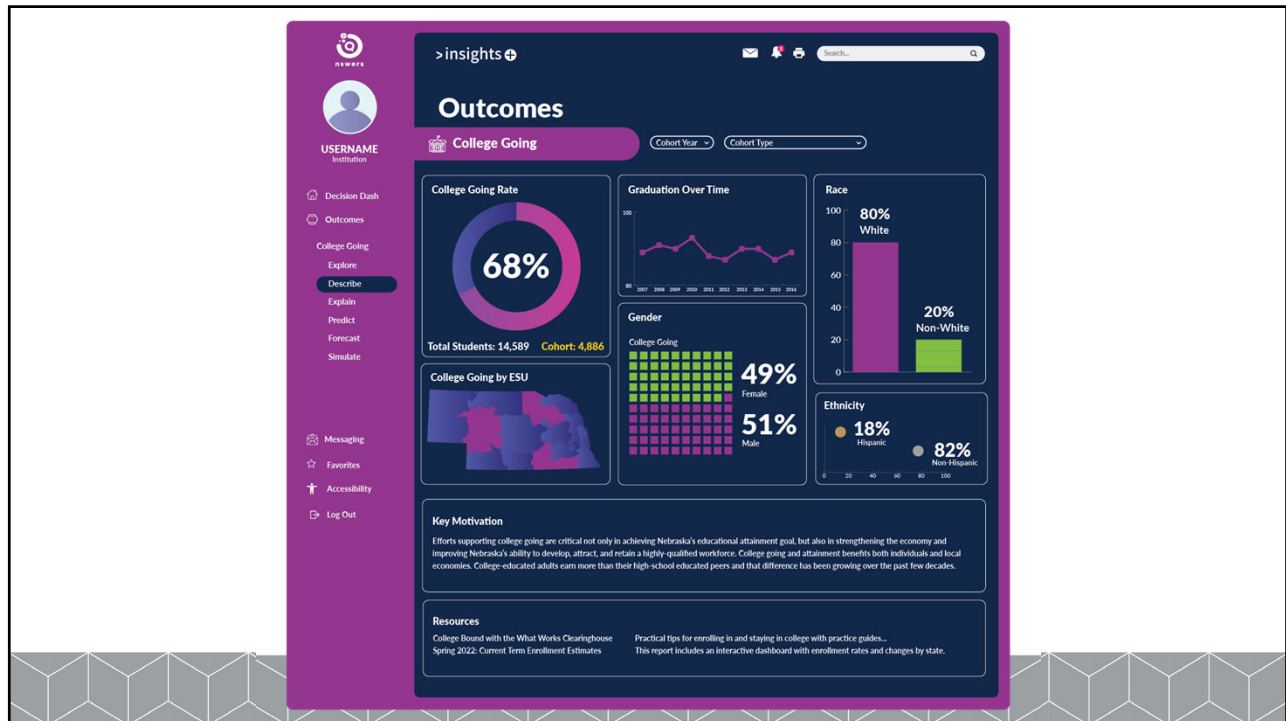
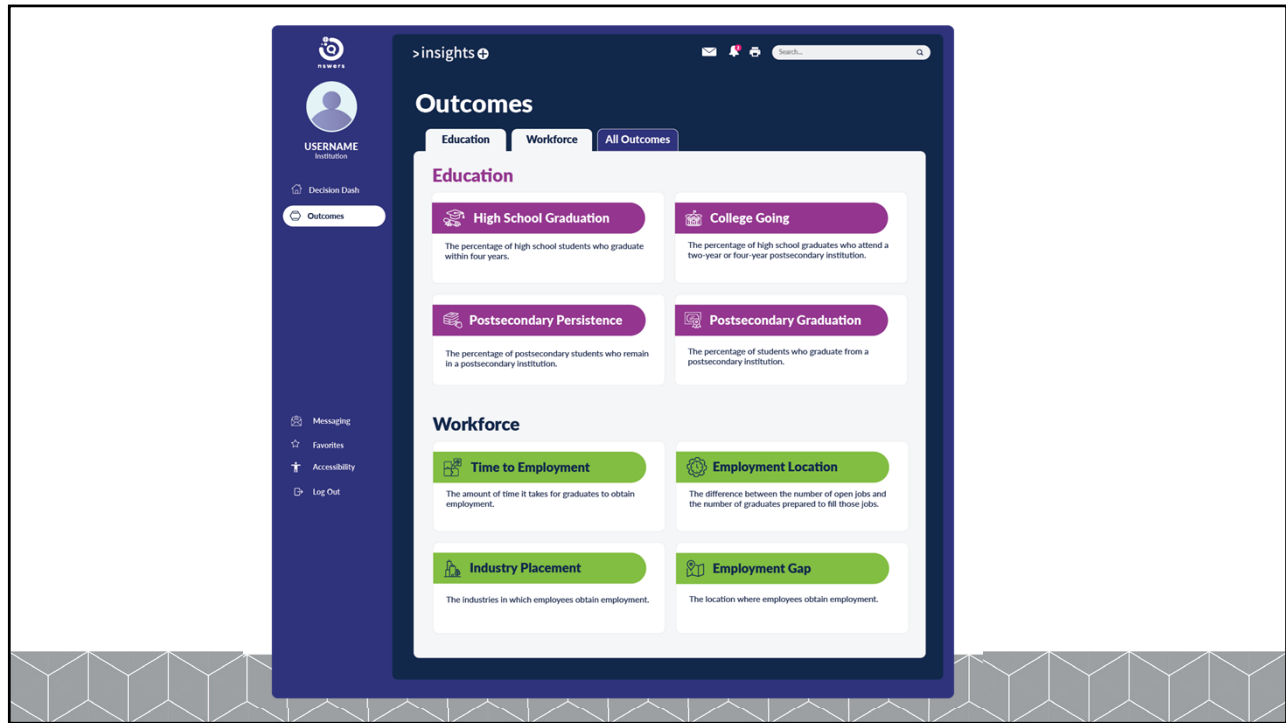
- Contract with Don't Panic Labs
  - Software development firm located in Lincoln, NE
- Secure web portal to be branded as "Insights+"
- Will serve as the secure location where NSWERS partners will "conduct business" with NSWERS
  - Data submissions, data requests, secure access to products and analytics
- Technical development currently underway
  - Target completion - December 2022
  - Anticipated MVP launch - January 2023

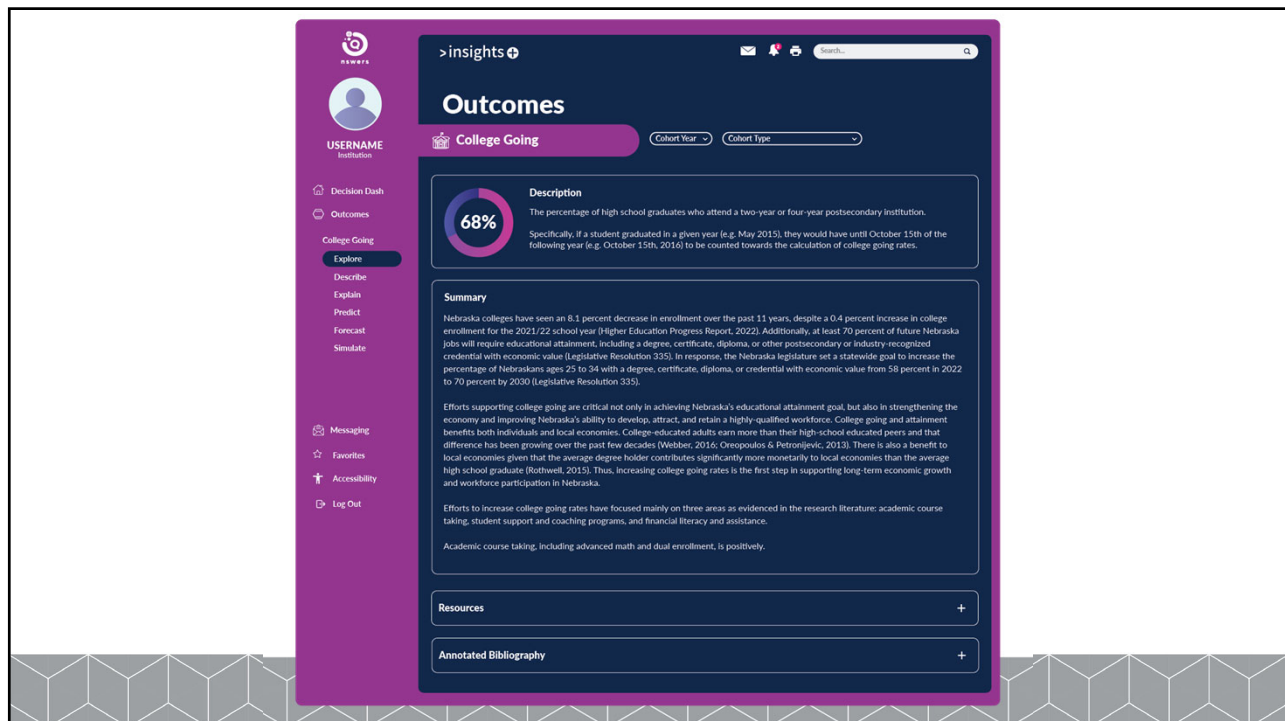


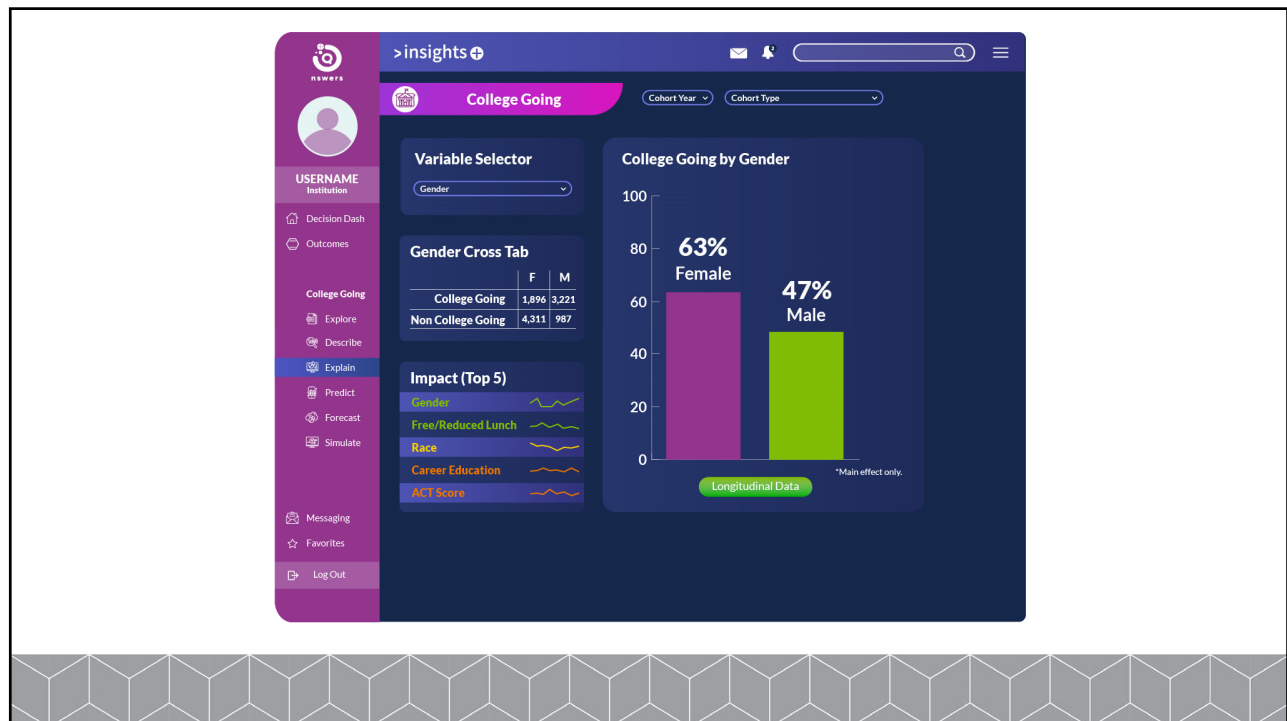
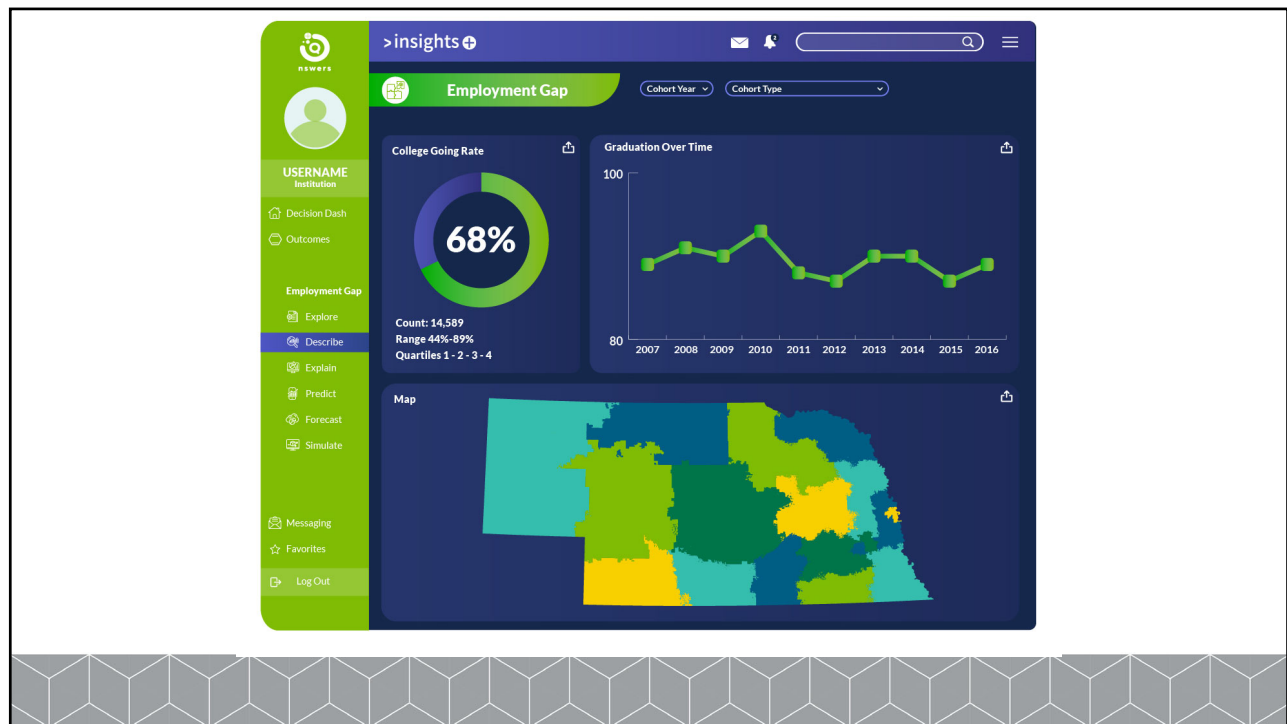




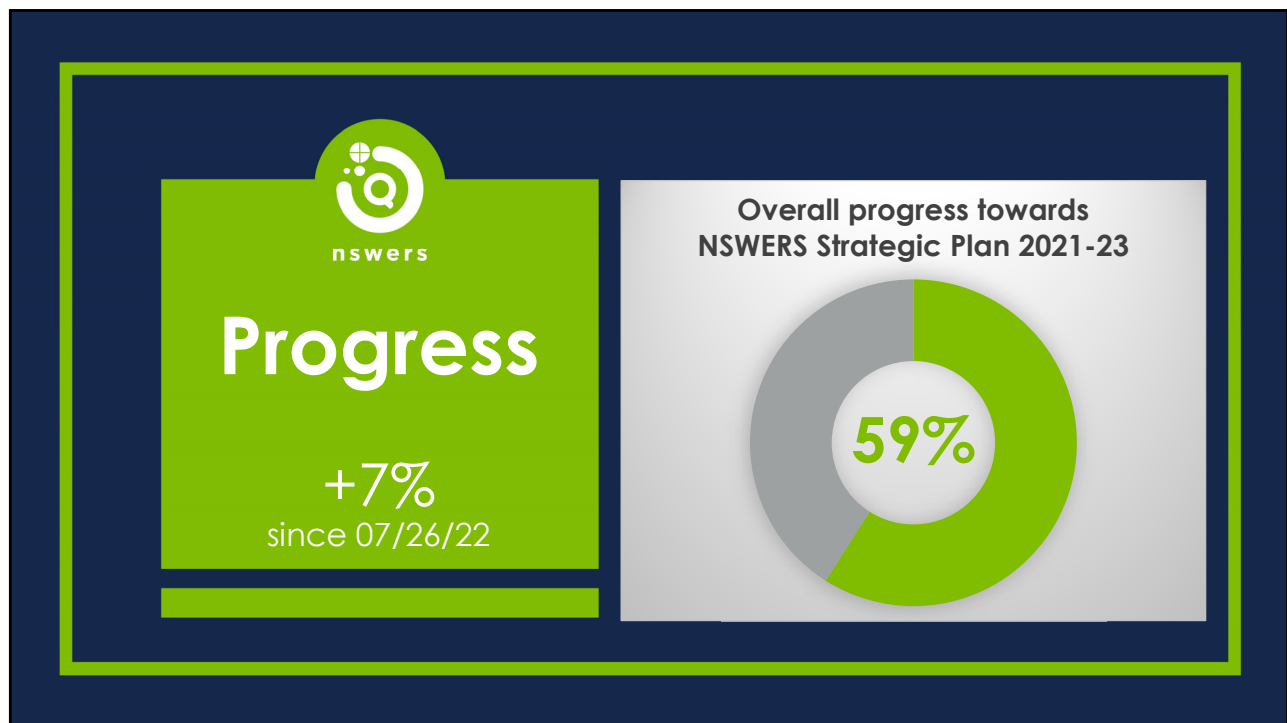


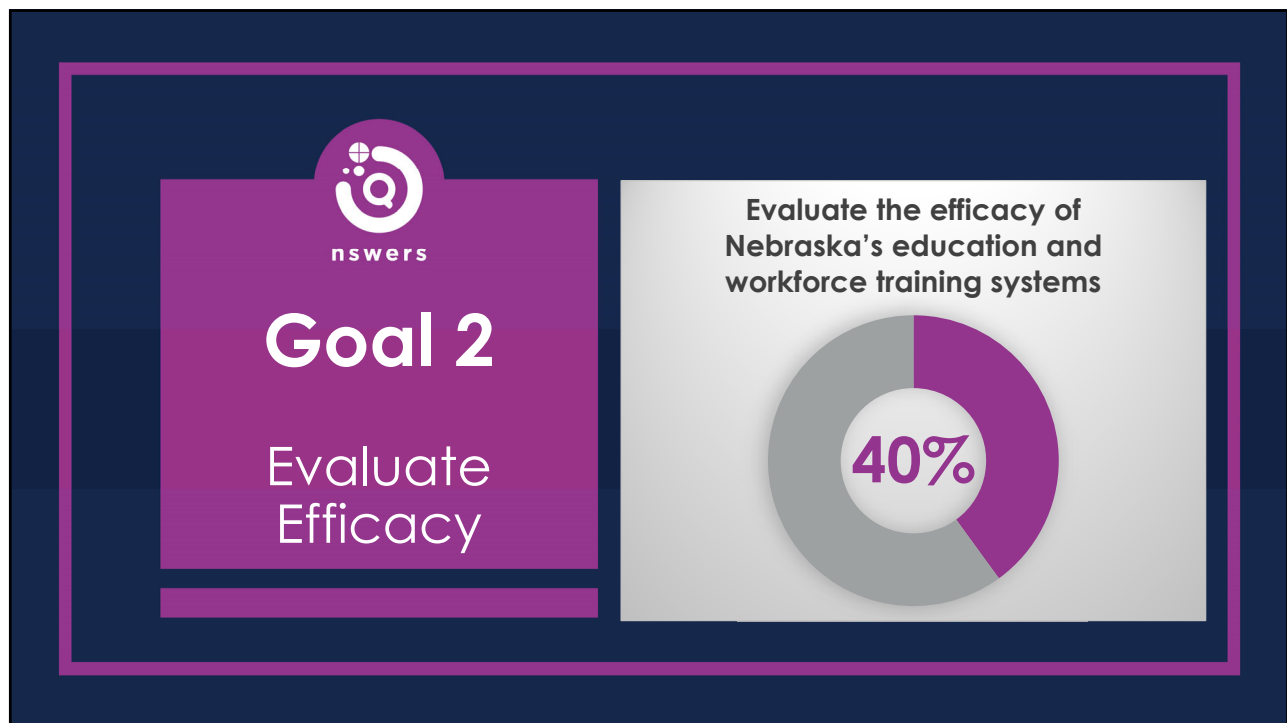
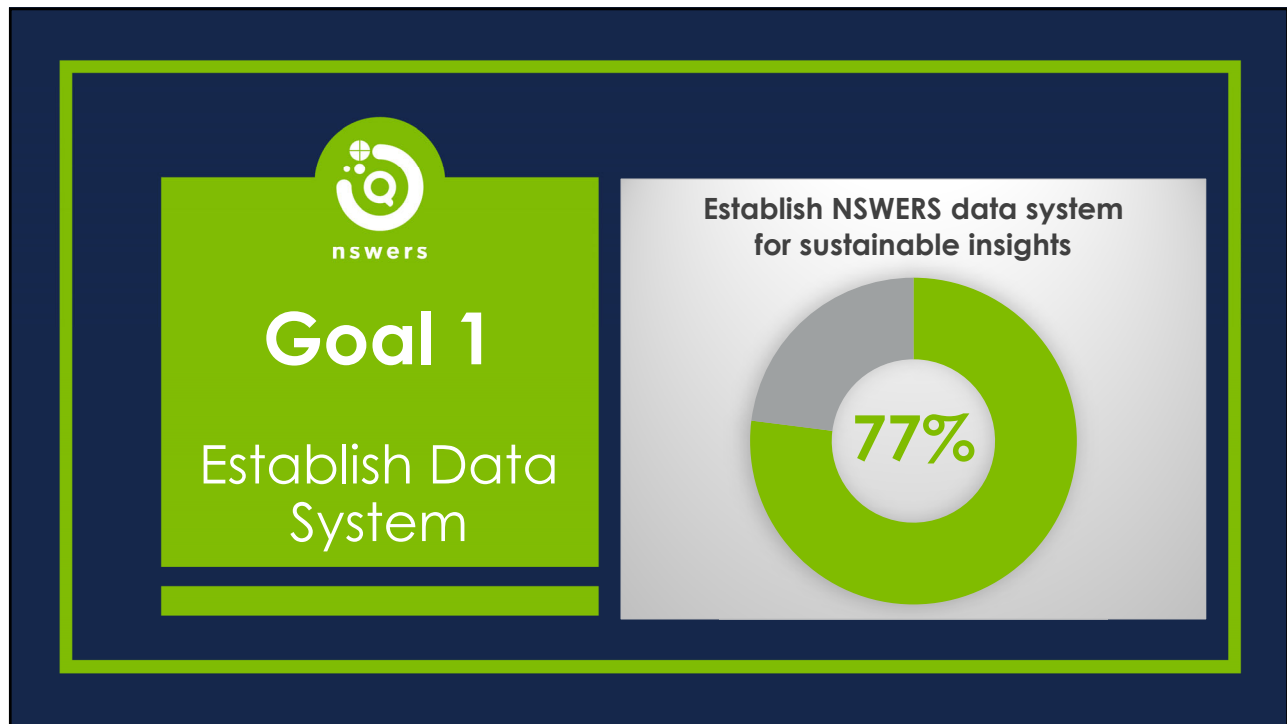






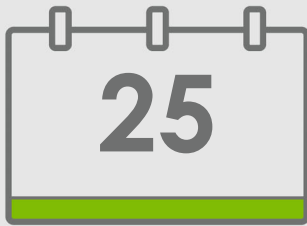




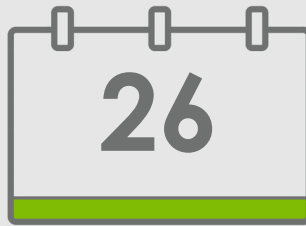


## Upcoming Executive Council Meetings

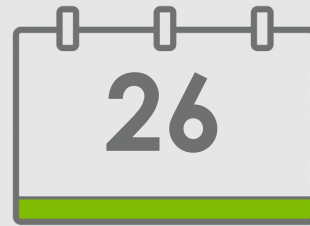
January  
2023



April  
2023



July  
2023



# Thank You

Next Executive Council Meeting:  
January 25, 2023



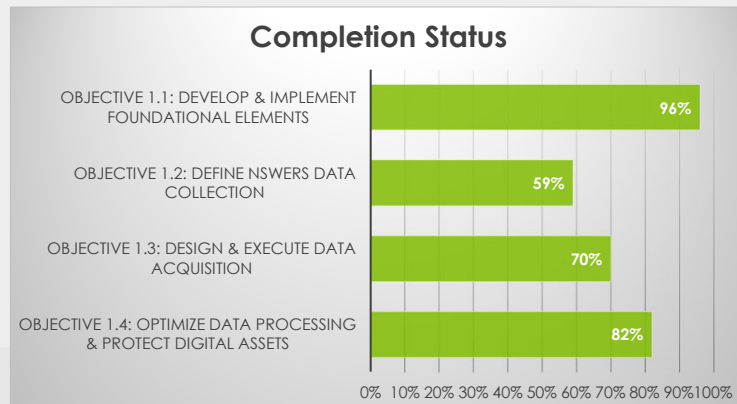




# Goal 1

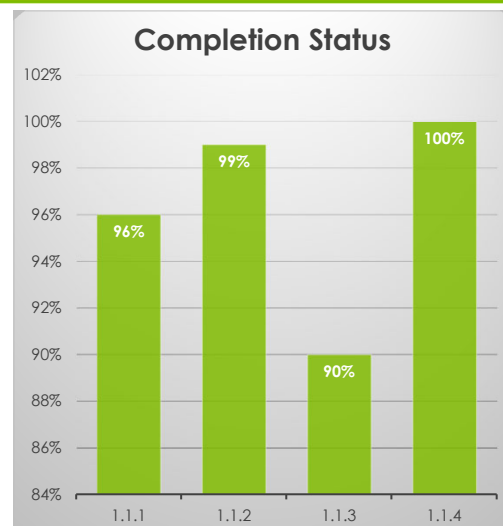
## Establish Data System

### Objectives



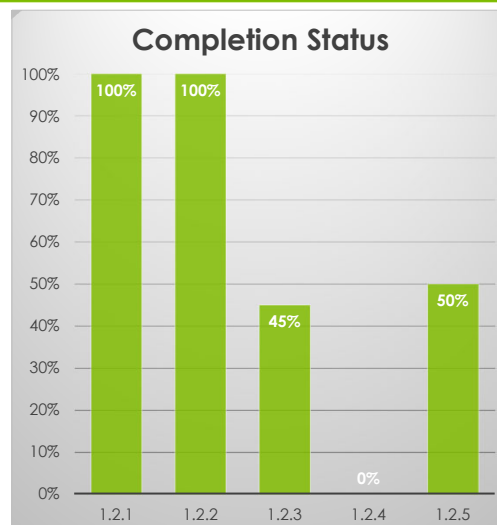
### Objective 1.1 : Develop & Implement Foundational Elements

- Strategy 1.1.1  
**Define Organizational Strategies**
- Strategy 1.1.2  
**Establish Organizational Structures**
- Strategy 1.1.3  
**Create and Implement Organizational System**
- Strategy 1.1.4  
**Acquire & Maintain Organizational Skills**



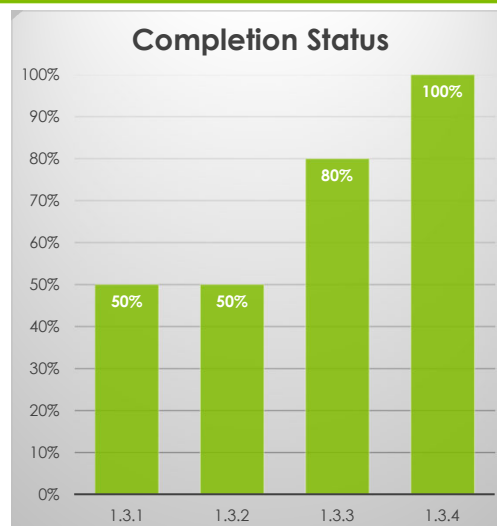
## Objective 1.2 : Define NSWERS Data Collection

- Strategy 1.2.1  
**Ensure the Interoperability of NSWERS Data**
- Strategy 1.2.2  
**Leverage Nebraska Person ID System**
- Strategy 1.2.3  
**Pursue Value-Add Partner Support Activities**
- Strategy 1.2.4  
**Leverage Public Domain Data Repositories**
- Strategy 1.2.5  
**Explore Methodologies for Auxiliary Data Collection**



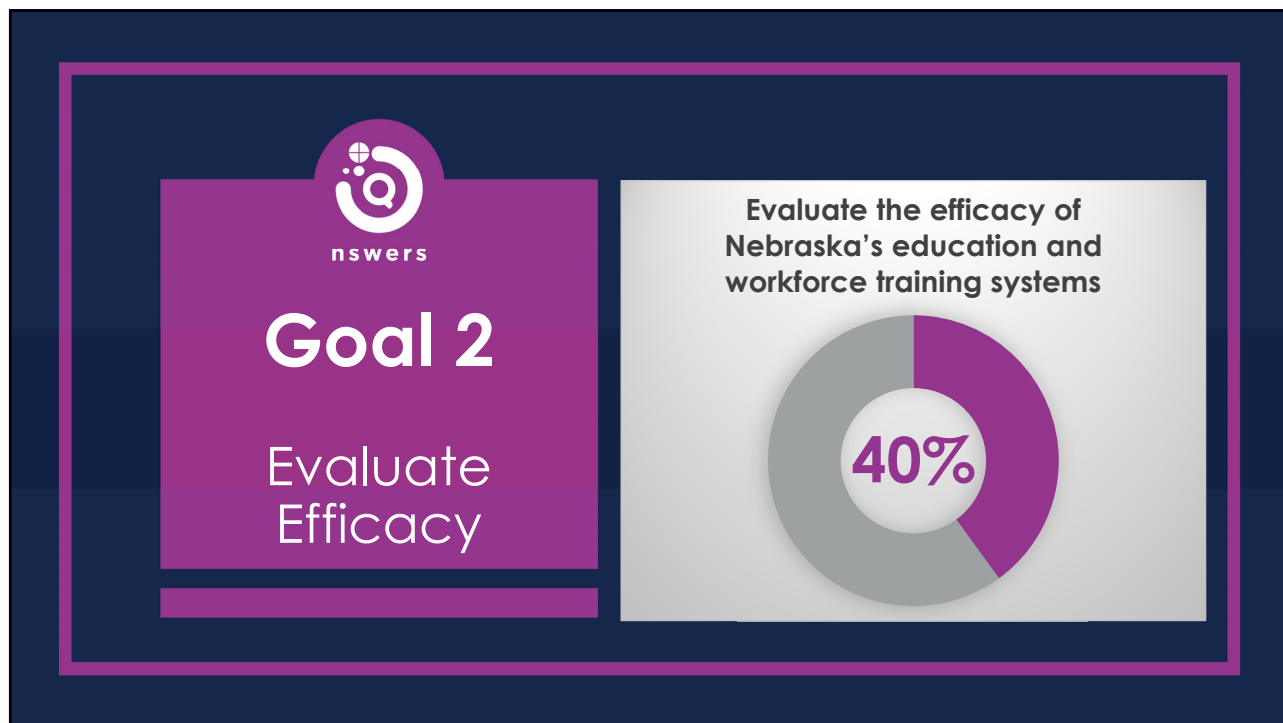
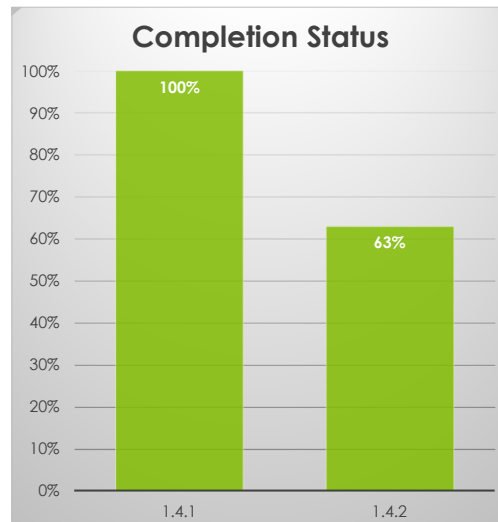
## Objective 1.3 : Design and Execute Data Acquisition

- Strategy 1.3.1  
**Develop and Implement a Secure, Web-Based Portal**
- Strategy 1.3.2  
**Leverage Industry-Standard Data Exchange Technologies**
- Strategy 1.3.3  
**Develop and Implement Quality Control Processes**
- Strategy 1.3.4  
**Establish Annual Calendar**



## Objective 1.4 : Optimize Data Processing and Protect Digital Assets

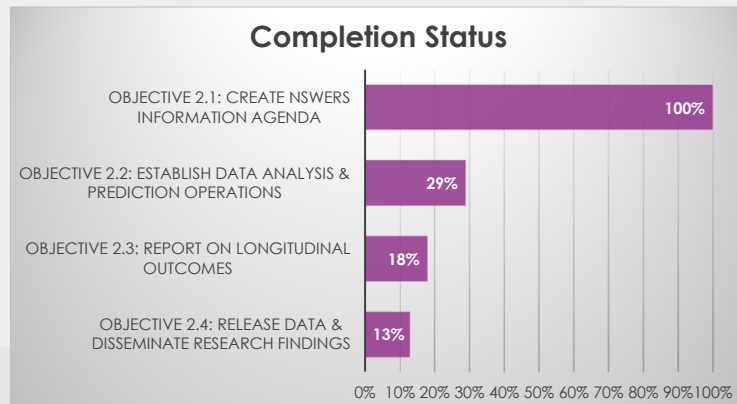
- Strategy 1.4.1  
**Establish and Maintain a Robust Data Security Program**
- Strategy 1.4.2  
**Implement a Comprehensive Program of Data Governance**



## Goal 2

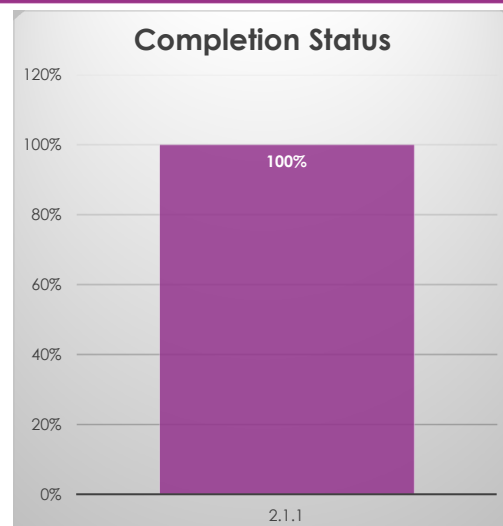
### Evaluate Efficacy

## Objectives



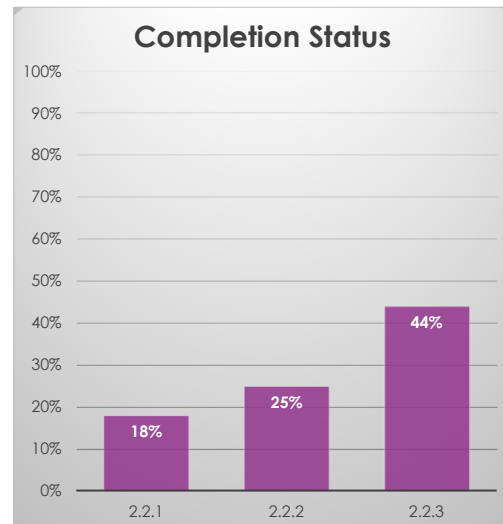
## Objective 2.1 : Create NSWERS Information Agenda

- Strategy 2.1.1  
**Adopt Solutions for Timeliness, Relevance and Accuracy**



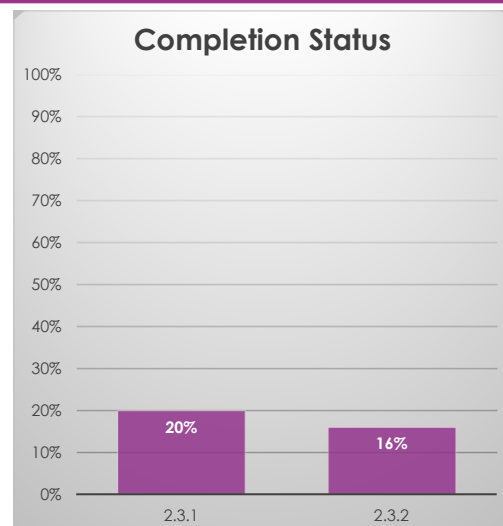
## Objective 2.2 : Establish Data Analysis and Prediction Operations

- Strategy 2.2.1  
**Implement a Modern, Flexible and Scalable Analytics Unit**
- Strategy 2.2.2  
**Establish Collaboration Opportunities and Cultivate Funding**
- Strategy 2.2.3  
**Leverage the Capacity of NSWERS Partners and Affiliates**



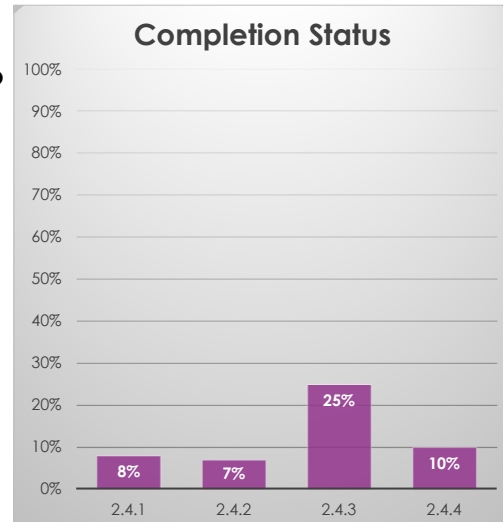
## Objective 2.3 : Report on Longitudinal Outcomes

- Strategy 2.3.1  
**Operationalize and Measure Education Outcomes**
- Strategy 2.3.2  
**Operationalize and Measure Workforce Outcomes**



## Objective 2.4 : Release Data and Disseminate Research & Evaluation Findings

- Strategy 2.4.1  
**Establish and Maintain a data Clearinghouse to facilitate Data as a Product (DaaP) Enterprise**
- Strategy 2.4.2  
**Establish and Maintain Data as a Service (DaaS) Enterprise**
- Strategy 2.4.3  
**Create or Acquire Communications Methods and Platforms**
- Strategy 2.4.4  
**Strengthen Awareness, Facilitate Collaborations and Drive System Improvements**



**NSWERS**

**Statement of Net Position**

**September 30, 2022 and June 30, 2022**

Unaudited

<b>Assets</b>	<b>9/30/2022</b>	<b>6/30/2022</b>
<b>Current Assets:</b>		
Cash & Investments	\$ 2,469,325	\$ 2,304,120
Accounts Receivable	222,917	222,917
Prepaid Expenses	27,124	38,876
<b>Total Current Assets</b>	<u>2,719,366</u>	<u>2,565,913</u>
<b>Liabilities</b>		
<b>Current Liabilities:</b>		
Accounts Payable	21,736	4,618
<b>Total Current Liabilities</b>	<u>21,736</u>	<u>4,618</u>
<b>Net Position</b>		
Unrestricted	2,697,629	2,561,295
<b>Total Net Position</b>	<u>\$ 2,697,629</u>	<u>\$ 2,561,295</u>



**NSWERS**

**Change in Net Position**

**For the Month Ended September 30, 2022**

Unaudited

		<b>Fiscal YTD</b>	<b>Fiscal YTD</b>
	<b>FY23 Budget</b>	<b>9/30/2022</b>	<b>Budget Variance</b>
<b>Operating Revenues</b>			
Foundation contributions	\$ 991,496	\$ 376,623	\$ (614,873)
University of Nebraska contributions	145,006	-	(145,006)
Metro Community College contributions	70,000	-	(70,000)
Department of Education contributions	139,480	-	(139,480)
<b>Total Operating Revenues</b>	<b>1,345,982</b>	<b>376,623</b>	<b>(969,359)</b>
<b>Operating Expenses</b>			
Wages	830,281	153,404	(676,877)
Benefits	267,423	36,009	(231,414)
<b>Total Personal Services</b>	<b>1,097,704</b>	<b>189,413</b>	<b>(908,291)</b>
Operating expenses	48,470	3,872	(44,598)
Rent	-	-	-
Travel	32,565	573	(31,992)
Insurance	60,000	12,049	(47,951)
Legal services	25,000	780	(24,220)
Auditing services	25,000	-	(25,000)
Business services	85,000	21,147	(63,853)
Other contractual services	629,500	12,752	(616,748)
Software	32,500	-	(32,500)
Equipment	5,000	-	(5,000)
<b>Total Operating Expenses</b>	<b>2,040,739</b>	<b>240,586</b>	<b>(1,800,153)</b>
<b>Increase in Net Position</b>	<b>(694,757)</b>	<b>136,037</b>	<b>830,794</b>
<b>Net Position</b>			
Net position, beginning of year	-	2,561,592	-
Net position, end of year	<b>\$ (694,757)</b>	<b>\$ 2,697,629</b>	<b>\$ 830,794</b>

**NSWERS**

**Supplemental Information**

**September 30, 2022**

Unaudited

<b>Contractual Services:</b>	<b>Contract Amount</b>	<b>Paid as of September 30, 2022</b>	<b>Remaining Contract Amount</b>
Student 1	95,000	82,080	12,920
Magnolia Consulting	129,936	70,000	59,936
University of Nebraska (Annual)	84,588	21,147	63,441
University of Nebraska IT	10,624	10,149	475
Nebraska Dept. of Education	14,400	2,100	12,300
KSB School Law	Billable Rate	45,192	N/A
Don't Panic Labs	234,560	4,098	230,463

**AGENDA ITEM**

**Nebraska Statewide Workforce & Educational Reporting System (“NSWERS”)  
Meeting of the Executive Council, January 25, 2021**

Discuss, consider and take all necessary action with regard to the delegation of authority to the Executive Director of the Nebraska Statewide Workforce and Educational Reporting System (“NSWERS”) to execute all contracts and other documents related to the operations of NSWERS below \$200,000 and all other contracts upon approval of such action or actions by the Executive Council of NSWERS.

**MOTION REGARDING PROPOSED DELEGATION OF AUTHORITY TO THE  
EXECUTIVE DIRECTOR OF THE NEBRASKA STATEWIDE WORKFORCE &  
EDUCATIONAL REPORTING SYSTEM (“NSWERS”)  
Meeting of the Executive Council, January 25, 2021**

Motion made by Dr. Matthew Blomstedt, seconded by Dr. Paul Turman that the Executive Council of the Nebraska Statewide Workforce and Educational Reporting System (“NSWERS”) should and does hereby delegate to the Executive Director of NSWERS the authority to execute all contracts and other documents related to the operations of NSWERS below \$200,000 and all other contracts upon approval of such action or actions by the Executive Council of NSWERS unless the Executive Council specifically provides otherwise in its approval of such contracts or other documents. This delegation of authority shall be reevaluated in two years.

The foregoing motion having been read in its entirety, and after discussion on roll call vote the following members voted in favor of passage and adoption of the motion: Dr. Paul Turman, Dr. Susan Fritz, Dr. Matthew Blomstedt, Dr. Paul Illich.

The following members voted against the same: \_\_\_\_\_.

The following members were absent or not voting: \_\_\_\_\_.

The above motion having been voted on by more than a majority of the members of the Executive Council at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings Law was declared as:

☒ passed and adopted

☐ not passed and not adopted

DATED this 25th day of January, 2021.

*Executive Council of the Nebraska  
Statewide Workforce &  
Educational Reporting System*

BY: Susan Fritz  
President

Matthew Blomstedt  
Secretary-Treasurer

## Certificate Of Completion

Envelope Id: ADA5AC57FF054B57A09DE8D3589F19DA	Status: Completed
Subject: Please DocuSign: NSWERS Delegation of Signature Authority to ED 012521.docx	
Source Envelope:	
Document Pages: 1	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Vanessa Zimmer
Time Zone: (UTC-06:00) Central Time (US & Canada)	1400 R St.
	Lincoln, NE 68588
	VZIMMER@NEBRASKA.EDU
	IP Address: 64.89.179.63

## Record Tracking

Status: Original	Holder: Vanessa Zimmer	Location: DocuSign
1/26/2021 11:01:26 AM	VZIMMER@NEBRASKA.EDU	

## Signer Events

Signature	Timestamp
Susan Fritz	Sent: 1/26/2021 11:16:58 AM
smfritz@nebraska.edu	Viewed: 1/26/2021 12:01:26 PM
Security Level: Email, Account Authentication (Optional)	Signed: 1/26/2021 12:01:59 PM
Signature Adoption: Pre-selected Style	
Using IP Address: 76.84.245.168	

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Matthew Blomstedt	Sent: 1/26/2021 12:02:01 PM
Matt.Blomstedt@nebraska.gov	Viewed: 1/26/2021 5:56:21 PM
Security Level: Email, Account Authentication (Optional)	Signed: 1/26/2021 5:56:40 PM
Signature Adoption: Pre-selected Style	
Using IP Address: 174.198.87.71	

## Electronic Record and Signature Disclosure:

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ID: c4467b56-6915-4fe6-bb0b-7907a779ac27

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Laura Rife  
laura.rife@nebraska.gov  
Security Level: Email, Account Authentication (Optional)

**COPIED**

Sent: 1/26/2021 12:02:00 PM  
Viewed: 1/26/2021 1:25:46 PM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Matthew Hastings matthewhastings@nebraska.edu Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 1/26/2021 5:56:41 PM Viewed: 1/26/2021 8:14:13 PM
Jordan Johnson jordan@ksbschoollaw.com Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 1/26/2021 5:56:41 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/26/2021 11:16:58 AM
Certified Delivered	Security Checked	1/26/2021 5:56:21 PM
Signing Complete	Security Checked	1/26/2021 5:56:40 PM
Completed	Security Checked	1/26/2021 5:56:41 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Support Material for Agenda item 3.1  
January 25, 2023

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Internet 2 OBO University of Nebraska - Lincoln:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [esignature@nebraska.edu](mailto:esignature@nebraska.edu)

**To advise Internet 2 OBO University of Nebraska - Lincoln of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [esignature@nebraska.edu](mailto:esignature@nebraska.edu) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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**To request paper copies from Internet 2 OBO University of Nebraska - Lincoln**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [esignature@nebraska.edu](mailto:esignature@nebraska.edu) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Internet 2 OBO University of Nebraska - Lincoln**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [esignature@nebraska.edu](mailto:esignature@nebraska.edu) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Internet 2 OBO University of Nebraska - Lincoln as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Internet 2 OBO University of Nebraska - Lincoln during the course of your relationship with Internet 2 OBO University of Nebraska - Lincoln.



**AGENDA ITEM**  
**Nebraska Statewide Workforce and Educational Reporting System ("NSWERS")**  
**Meeting of Executive Council, October 12, 2020**

Discuss, consider and take all necessary action with regard to the delegation of authority to the President of the Nebraska Statewide Workforce and Educational Reporting System ("NSWERS") to execute all contracts and other documents related to the operations of NSWERS below \$200,000 and all other contracts upon approval of such action or actions by the Executive Committee of NSWERS.

**MOTION REGARDING PROPOSED DELEGATION OF AUTHORITY TO THE PRESIDENT OF THE NEBRASKA STATEWIDE WORKFORCE AND EDUCATIONAL REPORTING SYSTEM ("NSWERS")**

**Meeting of Executive Council, October 12, 2020**

Motion made by Blomstedt, seconded by Turman that the Executive Council of the Nebraska Statewide Workforce and Educational Reporting System ("NSWERS") should and does hereby delegate to the President of the Nebraska Statewide Workforce and Educational Reporting System ("NSWERS") the authority to execute all contracts and other documents related to the operations of NSWERS below \$200,000 and all other contracts upon approval of such action or actions by the Executive Committee of NSWERS unless the Executive Committee specifically provides otherwise in its approval of such contracts or other documents. Such approval shall be reevaluated in two years.

The foregoing Motion having been read in its entirety, and after discussion and on roll call vote the following members voted in favor of passage and adoption of the foregoing motion:

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

The following members voted against the same: \_\_\_\_\_.

The following members were absent or not voting: \_\_\_\_\_.

The above Motion having been consented to by more than a majority of the members of the Executive Committee of NSWERS was declared as (CHECK ONE)

☒ passed and adopted

☐ not passed and not adopted

by the *NSWERS – Executive Council* at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings Law.

DATED this 12<sup>th</sup> day of October, 2020.

*Nebraska Statewide Workforce and Educational  
Reporting System ("NSWERS") – Executive Council*

BY:

President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary-Treasurer

## CORE SERVICES AGREEMENT

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

### Recitals

A. NSWERS is an entity created pursuant to an interlocal cooperation agreement between the Nebraska State Board of Education, the Board of Regents of the University of Nebraska, the Board of Trustees of the Nebraska State Colleges, and the Board of Governors of each of the six Nebraska Community Colleges to enable seamless integration of data across educational and workforce systems, provide data literacy education and promote the use of this data to further evidence-based policy and practices across the educational systems of Nebraska.

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

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

### Terms

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

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

**2. Core Services to be Provided.** The University will provide the following services to NSWERS:

- a. Payment processing and other accounting services. The University will provide payment processing services and routine accounting services to NSWERS. In providing accounting services, the University will follow the same accounting processes and principles it uses for its own operations.

- b. Audit support. For the 2021-2022 fiscal year and each fiscal year thereafter, NSWERS will provide for an annual audit by an independent accountant. The University will fully cooperate with that accountant and will seek to facilitate the audit by assisting in the completion of any necessary working papers and reports to the extent permissible. The University also will promptly pay all bills due and payable by NSWERS as directed by NSWERS.
- c. Tax returns. The University will prepare, or have prepared, and file tax returns and other tax information with the approval of the Executive Council on behalf of NSWERS in accordance with all applicable schedules and deadlines.
- d. Data hosting. The University will provide cloud-based data storage, security, and IT services in support of NSWERS, as described more fully in Exhibit A which is attached hereto and incorporated herein by reference ("Data Hosting Services"), as may be amended from time to time.

**3. Confidential Information.** The University may have access to NSWERS' Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean NSWERS Data (as defined below) and any education records, business plans, strategies or other information belonging to NSWERS or relating to NSWERS' affairs, including without limitation all trade secrets, unpublished proprietary and other information of NSWERS, whether or not invented, discovered, developed, originated or created by a University employee, with respect to any business conducted or proposed to be conducted by NSWERS or any present or proposed services or programs of NSWERS and any and all records, data and information of NSWERS, including without limitation lists, supplier information, price lists, financial data, program development, and marketing plans or strategies. Confidential information shall also mean any information and data that alone or in combination is personally identifiable or attributable to an individual person. The University agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its governing regulations and with the terms set forth in this Agreement. Throughout the time that they are providing services on behalf of NSWERS and at all times thereafter, the University shall not disclose NSWERS' Confidential Information, either directly or indirectly, to any person or entity that is not part of NSWERS unless: (i) required to do so by law; (ii) absolutely necessary to fulfill its performance of services on behalf of NSWERS; or (iii) directed to do so by NSWERS' Executive Council or Executive Director. At all times during the term of this Agreement, and at any time thereafter that the University retains access to Confidential Information disclosed by NSWERS, the University agrees to use the same degree of care it uses to protect its own confidential information and to ensure that Confidential Information is not disclosed to any party without the express, written authorization of NSWERS. At any time, and at the sole direction of and discretion of NSWERS, the University agrees to destroy or return to NSWERS any Confidential Information. Within one year of the date of termination of this Agreement, the University agrees to permanently destroy any remaining Confidential Information disclosed by NSWERS, unless the retention of such Confidential Information is required by law or otherwise agreed to in writing by NSWERS. The obligations of this paragraph do not apply to the University's confidential information that is disclosed to NSWERS pursuant to the Partner Data-Sharing Agreement; information that is independently known, obtained or discovered by the

University; information that is required to be disclosed by law; or information that is hereafter supplied to the University by a third party without restriction. If the University receives a legal demand to disclose NSWERS' Confidential Information, including without limitation through an order of a court or administrative agency, a subpoena, or a valid public records request, the University shall promptly notify the NSWERS' Executive Council as well as the University's Office of General Counsel.

**4. Breach Notification:** The Parties agree to comply with all applicable laws requiring notification of individuals in the event of unauthorized access to Confidential Information (including NSWERS Data). The Parties agree and acknowledge that the University shall be entitled to direct and control the response regarding any data security incident that requires notification to affected individuals. The Parties agree to cooperate to reasonably respond to a data security incident immediately upon discovery.

**5. NSWERS Data.** Unless the Parties agree otherwise, NSWERS Data for the purposes of this Agreement is the Proof of Concept Project Data as described in Exhibit A, as may be amended, and includes University data. To the extent NSWERS Data is received by the University, it will be maintained separately from all other records maintained by the University. The University will restrict access to the NSWERS Data to only those University employees with a need to know the information. In no event shall NSWERS Data be used or accessed for the benefit of any individual, entity, institution, program, or organization other than NSWERS.

**6. Intellectual Property.** All inventions, developments or improvements created by the University at any time during the course of performing the services identified in this Agreement on behalf of NSWERS, either alone or in conjunction with others, that relate to the business in which NSWERS is engaged or in which NSWERS intends to engage, whether reduced to writing or practice during the term of the University's services, shall be subject to the University's intellectual property policies and the terms of any agreement between the University and the University employee t. All copyrightable work created by a University employee during the course of performing services on behalf of NSWERS is intended to be "work made for hire" within the meaning of Section 101 of the Copyright Act of 1976, as amended, and shall be the property of the University This provision shall survive the termination of this Agreement.

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

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

NSWERS and/or any of its affiliated entities (other than the University), the University will indemnify NSWERS and any of those affiliated entities named in that judgment for all actual, compensatory and punitive damages included within that award, along with the reasonable attorneys' fees incurred by NSWERS and/or any of the affiliated entities in defending against that claim. The parties agree these indemnification obligations apply only to the extent permissible under law, including laws providing for the sovereign immunity of government entities, and that obligations contained within this section shall survive the termination of this Agreement.

**9. Insurance.**

- a. Both NSWERS and the University shall separately carry, or be covered by, liability insurance, directors and officers insurance and any other insurance in such amounts and covering such risks as each reasonably believes is adequate for the conduct of their respective businesses.
- b. NSWERS agrees to waive all right of recovery against the University, its engineers, architects or consultants, or the University's Regents, officers, directors, members, partners, employees or agents for information technology services the University provides to or on behalf of NSWERS. NSWERS further agrees all insurance coverage(s) NSWERS purchases shall contain a provision or endorsement that in the event of payment of any loss or damage, the insurers will have no rights of recovery against the University.

**10. Lease.** NSWERS and the University may enter into a separate lease agreement regarding office space for NSWERS. Any monthly rent due to the University will be addressed in the lease.

**11. Payment for Services to the University.** NSWERS will pay a fee and reimburse the University each month for providing the services required under this Agreement. These costs may be automatically assessed by the University against NSWERS cost object account with the University. The monies owed to the University will be based on the following:

- a. **Service Fee.** The University will charge NSWERS a monthly service fee of \$7,048.97. This fee may be adjusted through an amendment to this Agreement of the Parties.
- b. **Reimbursement of Other Costs.** NSWERS shall reimburse the University for any other costs or expenses incurred by the University in providing the services required under this Agreement, including the costs incurred in providing the Data Hosting Services.

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

**University:**

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

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

**NSWERS:**

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

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

**13. Duration.** This Agreement will become effective on the date that the Agreement is fully executed by all Parties and will remain in effect for one year after that date, unless terminated earlier in accordance with the terms of this Agreement. The Agreement, thereafter, will automatically renew for one (1) additional one (1) year renewal period, unless either Party notifies the other of its intention not to renew the Agreement at least one hundred eighty (180) calendar days in advance of the term's expiration. The Agreement shall not automatically renew thereafter without a signed, written agreement between the Parties. During any term of this Agreement, a Party may terminate the Agreement, with or without cause, upon ninety (90) calendar days' advance written notice to the other Party. During any term of this Agreement, the Agreement may be terminated by either party upon thirty (30) day's written notice if the other party breaches a material term of this Agreement, and such deficiency or breach has not been cured within the 30-day notice period.

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

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

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

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

By: Chris J. Karbowicz

Printed Name: CHRIS J. KARBOUZIK

Title: SR VP / CFO

Date: 12.8.21

**NEBRASKA STATEWIDE WORKFORCE AND EDUCATIONAL REPORTING  
SYSTEM**

By: Matthew J. Hastings

Printed Name: Matthew J. Hastings

Title: Executive Director

Date: December 8, 2021



## EXHIBIT A

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

#### Introduction

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

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

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

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

#### Scope

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

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

- **Nebraska Department of Labor:** employment, industry, and wage data for workforce participants within Nebraska.

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

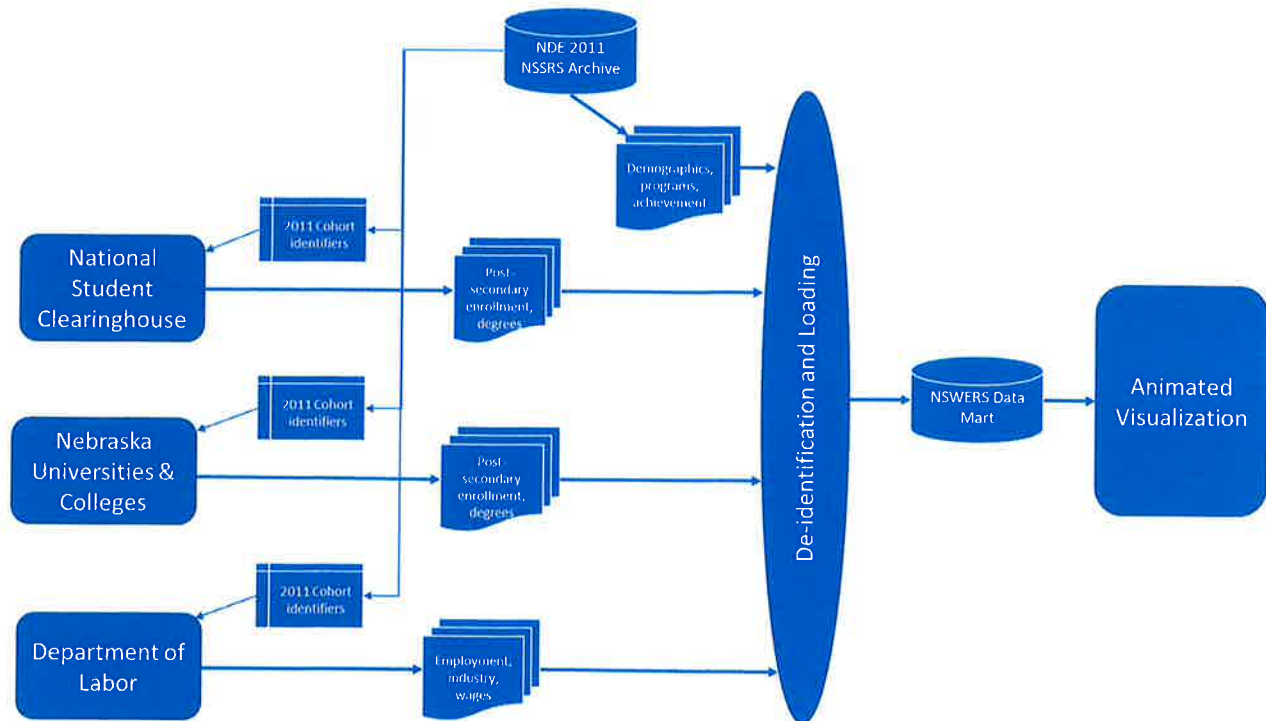
### **Technical Approach**

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

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

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

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



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

### Technical Specifications

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

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

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

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

- [emilio@onestudent.onmicrosoft.com](mailto:emilio@onestudent.onmicrosoft.com)
- [kristen@onestudent.onmicrosoft.com](mailto:kristen@onestudent.onmicrosoft.com)
- [ricardo@student1.org](mailto:ricardo@student1.org)

## Responsibility Matrix

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

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

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

[C] = Consulted – Engaged to provide input

[I] = Informed – informed of progress

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

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

### Estimated Costs and Schedule

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

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

Web Application Firewall	\$100
Azure Defender	\$75
<b>Estimated Total</b>	<b>\$1,656</b>

## INTELLECTUAL PROPERTY AGREEMENT

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

### Recitals

A. NSWERS is an entity created pursuant to an interlocal cooperation agreement between the Nebraska State Board of Education, the Board of Regents of the University of Nebraska, the Board of Trustees of the Nebraska State Colleges, and the Board of Governors of each of the six Nebraska Community Colleges to enable seamless integration of data across educational and workforce systems, provide data literacy education and promote the use of this data to further evidence-based policy and practices across the educational systems of Nebraska (the "Purpose").

B. The Parties are concurrently entering into a Core Services Agreement under which the University provides financial and technology services to NSWERS, and Loaned Services Agreements, under which University employees perform certain specified duties and functions on NSWERS' behalf (collectively, the Core Services Agreement and Loaned Services Agreements may be collectively referred to herein as the "Services Agreements").

C. Pursuant to the Services Agreements: (a) all inventions, developments, or improvements created by a University employee at any time during the course of performing the services identified in the Services Agreements on behalf of NSWERS, either alone, or in conjunction with others, that relate to the business in which NSWERS is engaged or in which NSWERS intends to engage, shall be subject to the University's intellectual property policies and terms of any agreement between the University and the employee, and (b) all Copyrightable Work created by a University employee during the course of performing services on behalf of NSWERS shall be the property of the University ("University IP").

D. With respect to those individuals directly employed or contracted by NSWERS that are not University employees, Copyrightable Work created by such NSWERS employee or contractor during the course of their employment with NSWERS shall be the property of NSWERS ("NSWERS IP").

E. The provisions of this Agreement shall apply to any and all consultants, subcontractors, independent contractors, or other individuals contracted with by either Party.

F. The Parties agree to enter into this Intellectual Property Agreement to clarify their respective rights to intellectual property jointly created through the Services Agreements.

### Terms

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

**1. Definitions.**

(a) "Copyrightable Work(s)" means an original work of authorship fixed in a tangible medium of expression, as described in the Copyright Act, 17 U.S.C. 102.

(b) "Intellectual Property" shall include, but not be limited to, inventions (whether patentable or not), Patents, Patent Applications, Copyrightable Works, Trademarks, Service Marks, domain names, trade secrets, trade dress rights,

formulas, designs, software, programming code, New Media, intangible rights in machines, compositions of matter and devices, techniques, processes, procedures, systems, or formulations.

- (c) "New Media" means digital or electronic media, including but not limited to software, video/audio tapes, CD-ROM, DVD-ROM, internet-based media, and other multimedia materials, but does not include technology that may be embodied in the New Media.
- (d) "Patent" and/or "Patent Application" shall mean any issued or pending patent letters disclosing and claiming an invention, including a reissued patent, a patent issuing from a continuation application, divisional application or continuation-in-part application, and any corresponding foreign patent application relating thereto.
- (e) "Resources" means any significant resources of a Party, including, but not limited to, laboratories, facilities, space, equipment, supplies, monies from internal or external sources, services or personnel.
- (f) "Service Mark" means a work, name, symbol, device or combination of these used to identify the source or sponsor of a service.
- (g) "Trademark" means a word, name, symbol, device or combination of these used to identify the source of a product.

**2. Solely Owned Intellectual Property.** All Intellectual Property conceived or developed solely by the employee(s) of one Party working on projects without using any significant resources of the other ("Solely Owned Intellectual Property") shall belong to such Party.

**3. Jointly Owned Intellectual Property.** All Intellectual Property conceived or developed using resources of both Parties ("Jointly Owned Intellectual Property") shall be jointly owned by the Parties. The percentage of contribution of each Party to any Jointly Owned Intellectual Property shall be determined by mutual agreement of the Parties.

**4. Assignment of NSWERS IP.** During the term of the Services Agreements, NSWERS hereby assigns to the University all of its right, title, and interest in any NSWERS IP, whether Solely Owned Intellectual Property or Jointly Owned Intellectual Property. NSWERS shall retain a worldwide, non-exclusive license to use NSWERS IP to further its Purpose, subject to the other provisions of this Agreement.

**5. License of University IP.** During the term of the Services Agreements, the University hereby grants to NSWERS an exclusive, royalty-free, fully paid-up license to reproduce, distribute, display and otherwise use University IP, whether Solely Owned Intellectual Property or Jointly Owned Intellectual Property developed under the Services Agreements, including use of the NSWERS IP assigned to the University hereunder. NSWERS shall have a limited right to further assign such University IP solely in furtherance of the Purpose to the Nebraska State Board of Education, the Board of Trustees of the Nebraska State Colleges, and each of the six Nebraska Community Colleges.

**6. Intellectual Property Protection and Commercialization.** The Parties acknowledge and agree that, in the event any Intellectual Property is developed, created, or first reduced to practice by either Party during the term of the Services Agreements, the University, through its technology transfer offices, shall have the exclusive option to protect such Intellectual Property and/or pursue commercialization efforts of such Intellectual Property.



**7. Confidentiality/Publication.**

- (a) Any Intellectual Property or confidential information of a Party, disclosed by that Party to the other during the terms of the Services Agreements shall be received and held in confidence by the receiving Party and, except with the consent of the disclosing Party or as permitted under this Agreement, neither used by the receiving Party nor disclosed by receiving Party to others, provided that the receiving Party has notice that such information is regarded by the disclosing Party as proprietary or confidential. However, these confidentiality obligations shall not apply to use or disclosure by the receiving Party after such information is or becomes known to the public without breach of this provision or is or becomes known to the receiving Party from a source reasonably believed to be independent of the disclosing Party or is developed by or for the receiving Party independently of its disclosure by the disclosing Party, or as otherwise required by applicable law or the order of a court of competent jurisdiction.
- (b) Subject to the terms of paragraph (a) above, if either Party wishes to publish results from any Intellectual Property created during the term of the Services Agreements related to the Purpose, the publishing Party shall provide the other Party a thirty-day period in which to review proposed publications, identify proprietary or confidential information, and submit comments. The publishing Party shall not publish or otherwise disclose proprietary or confidential information identified by the other Party and the publishing Party will give full consideration to all comments before publication. Furthermore, upon request of the reviewing Party, publication will be deferred for up to ninety (90) additional days for preparation and filing of a patent application which the reviewing Party has the right to file or to have filed at its request by the publishing Party.

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

**University:**

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

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

**NSWERS:**

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

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

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

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

*Signature Page Follows*

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

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

By: Chris J. Kabourek

Printed Name: CHRIS J. KABOUZEK

Title: SR VP CFO

Date: 12.8.21

**NEBRASKA STATEWIDE WORKFORCE AND EDUCATIONAL REPORTING SYSTEM**

By: Matthew J. Hastings

Printed Name: Matthew J. Hastings

Title: Executive Director

Date: December 8, 2021



**Memo to:** Matthew Hastings  
**From:** Rick Haugerud *pland Hyend*  
**Subject:** NSWERS Utilization of Microsoft GCC High Tenant  
**Date:** May 19, 2022

The Nebraska Statewide Workforce and Education Reporting System (NSWERS) is interested in storing their High-Risk data sets in the University of Nebraska's Microsoft 365 GCC High Tenant. The GCC High Tenant has been designed to be one of the most secure and robust platforms available for storing sensitive and High-Risk data and it can meet several security compliance requirements set forth by the federal government.

Utilization of this secure tenant by the NSWERS team will come at an additional cost. The Core Services Agreement between the University and NSWERS outlines Payment for Services to the University in section 11, which I have included in italics below for reference.

*11. **Payment for Services to the University.** NSWERS will pay a fee and reimburse the University each month for providing the services required under this Agreement. These costs may be automatically assessed by the University against NSWERS cost object account with the University. The monies owed to the University will be based on the following:*

- a. **Service Fee.** The University will charge NSWERS a monthly service fee of \$7,048.97. This fee may be adjusted through an amendment to this Agreement of the Parties.*
- b. **Reimbursement of Other Costs.** NSWERS shall reimburse the University for any other costs or expenses incurred by the University in providing the services required under this Agreement, including the costs incurred in providing the Data Hosting Services.*

Microsoft charges the university annually for the GCC High Tenant based on the number of named users who have access. There can be monthly utilization charges incurred as data sets are pulled down from the tenant. For Fiscal Years 2021/2022 and 2022/2023 the charge for a M365 E3 license in the GCC High Tenant is \$518.64 per year and the M365 E1 license (SharePoint access only) in the GCC High Tenant is \$120.24 per year.

ITS is not able to predict what the potential utilization charges will be associated with NSWERS usage of the GCC High tenant until configuration of the site is complete and we begin to see a sample of the traffic flows. A detailed cost summary can be provided at that time.

NSWERS has currently requested 2 user accounts in the GCC High tenant, and the resulting cost will be \$1,037.28 (\$519.64 x 2) plus any monthly usage costs for May and June of Fiscal Year 2021/2022. These costs will be billed to NSWERS cost object account as described in section 11 b of the Core Services Agreement. This will be an annual charge for the user licenses and monthly charges as usage fees are incurred.

## LOANED SERVICES AGREEMENT

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

### Recitals

- A. NSWERS is an administrative entity created pursuant to an interlocal cooperation agreement between the Nebraska State Board of Education, the Board of Regents of the University of Nebraska, the Board of Trustees of the Nebraska State Colleges (State Colleges), and each of the six Nebraska Community Colleges (Central, Mid-Plains, Metropolitan, Northeast, Southeast, and Western) to enable seamless integration of data across educational and workforce systems, provide data literacy education, and promote the use of this data to further evidence-based policy and practices across the educational systems of Nebraska.
- B. The parties to the interlocal agreement have granted NSWERS the authority to employ, or contract for, individuals to perform its functions and services.
- C. NSWERS wants to contract with the University to have an individual employed by the University perform certain specified duties and functions on its behalf.
- D. The University is willing to loan the use of one of its employees to perform those duties and functions under the terms and conditions contained within this Agreement.

### Terms

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

- 1. Loaned Services.** The University shall loan to NSWERS the services of one regular, full-time (1.0 FTE) employee who possesses the requisite skills, training, and temperament to successfully perform the duties and functions specified within Attachment A. NSWERS, through its Executive Council or the Executive Council’s designee, may direct and assign duties to the loaned employee on a regular basis that are consistent with the duties and functions listed in Attachment A and may require the loaned employee to complete any training required by NSWERS and to adhere to its policies and rules. NSWERS also will be expected to provide the loaned employee with the necessary staff support, equipment, and facilities to be able to perform the duties and functions set forth in Attachment A. The loaned employee is expected to perform his or her services on behalf of NSWERS in a professional, competent, and diligent manner that conforms to the expected performance and conduct standards for both entities. Any misconduct or performance issues engaged in by the loaned employee while performing services on behalf of NSWERS should be reported to the University so that appropriate employment action may be taken in accordance with University policy.
- 2. NSWERS Approval.** The University will invite the Executive Council of NSWERS or the Executive Council’s designee to participate and offer input throughout the hiring process of any employee who is being hired by the University to serve as the loaned employee under this Agreement, although the final hiring decision will be left to the University. Any employee selected by the University to serve as the loaned employee under this Agreement must be approved by NSWERS’ Executive Council or the Executive Council’s designee. NSWERS reserves the right to require the University, upon written demand, to remove a loaned employee and promptly replace that individual with another loaned employee.

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

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

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

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

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

8. **Indemnification.** If a University employee asserts an employment-based claim that is based on an act or omission committed solely by NSWERS and/or any of its affiliated entities (other than the University)

during the course of the University employee's performance of services under this Agreement that results in a judicial award of damages against the University, NSWERS will indemnify the University for all actual, compensatory, and punitive damages included within that award, along with the reasonable attorneys' fees incurred by the University in defending against that claim. Similarly, if a University employee asserts an employment-based claim that is based on an act or omission committed solely by the University while the University employee is performing services of behalf of NSWERS that results in a judicial award of damages against NSWERS and/or any of its affiliated entities (other than the University), the University will indemnify NSWERS and any of those affiliated entities named in that judgment for all actual, compensatory and punitive damages included within that award, along with the reasonable attorneys' fees incurred by NSWERS and/or any of the affiliated entities in defending against that claim. The parties agree these indemnification obligations apply only to the extent permissible under law, including laws providing for the sovereign immunity of government entities, and that obligations contained within this paragraph shall survive the termination of this Agreement.

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

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

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

To NSWERS:

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

To the University:

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

12. **Governing Law, Venue and Severability.** The laws of the State of Nebraska shall govern the validity, performance, and enforcement of this Agreement. Any action brought to enforce this Agreement

may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended. If any portion of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Agreement.

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

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

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

**NEBRASKA STATEWIDE WORKFORCE  
AND EDUCATIONAL REPORTING  
SYSTEM**

By Chris J. Kaborek

By Matthew J. Hastings

Printed Name: CHRIS J. KABOREK

Printed Name: Matthew J. Hastings

Title: SR VP / CFO

Title: Executive Director

Date: 12.8.21

Date: December 8, 2021



## **ATTACHMENT A**

### **Services to be Performed by the Loaned Employee**

#### **Executive Director to oversee NSWERS**

- i. Operations and Administration
  1. Provide direction, organize, and assign work, set priorities, and follow up to ensure coordination and completion of assigned work by NSWERS staff based on direction from the Executive Council.
  2. Confer with and provide professional and technical assistance to organizational staff on data management, analysis, and communication with stakeholders.
  3. Plan and manage NSWERS budget, including state appropriations and other external funding sources.
  4. Identify operational project issues, consider alternatives, and recommend solutions.
  5. Coordinate and participate in the work of the NSWERS committees (Advisory, Management, Technology, and Research Review).
- ii. Stakeholder Relationships
  1. Maintain cooperative working relationships with a consortium of NSWERS organization members. Collaborate with other organizations involved with NSWERS to plan and carry out work related to data systems construction, information technology issues, research deliverables, and project administration.
  2. Represent the agency at meetings, conferences and/or other events related to P-20W systems and research.
- iii. Data Products and Data Education
  1. Collaborate with and solicit engagement of public and private partners, grant-makers, and stakeholders to facilitate access to essential resources (IT, financial, legal, or related resources/expertise) and to ensure systems, processes and services appropriately meet research, data report consumer, and other stakeholder needs.
  2. Respond to ad hoc information requests for NSWERS data and work with Management Committee to develop the appropriate deliverables to stakeholders.
  3. Develop NSWERS data literacy trainings in collaboration with agency staff.
- iv. Strategic Planning and Evaluation
  1. Provide organizational leadership by establishing short-term and long-range goals within the policies and direction from the Executive Council, formulate strategic plan, and develop and distribute metrics and reports to evaluate outcomes.
  2. Provide comprehensive status reports.
  3. Maintain awareness of emerging trends and practices in data management, data product provision and information technology.
- v. Data Governance and Security
  1. Establish and implement data governance and information security policies and procedures, based on direction from the Executive Council and Management Committee.
  2. Maintain awareness and compliance with Federal and state data privacy statutes and other relevant laws.

## ATTACHMENT A

### Services to be Performed by the Loaned Employee

#### **Assistant Director, IT Applications Development**

- IT Application Development
  - Creates websites and web-based applications
  - Develop web services and integrates applications using APIs.
  - Creates and reviews application designs, code, and unit test plans.
  - Ability to implement, deploy, and manage customer facing websites through a CMS platform.
- Application Support & Maintenance
  - Approves all business requirements prior to the technical solution development.
  - Produces detailed timeline for web application releases and implements effective project control by monitoring the progress of the software release and reporting the status.
  - Ensures the consistency and maintainability of IT applications by creating, maintaining, and enforcing standards/procedures for implementing technical solutions.
  - Develops and maintains technical documentation for IT applications.
  - Develops, selects, and conducts user training on an as-needed basis.
- Operations & Administration
  - Analyzes complex business needs presented by the user community and/or clients and recommends technical solutions.
  - Participates on all hardware and software evaluations and maintains vendor contracts.
  - Represents the IT applications function at customer review meetings, when appropriate.
  - Perform liaison duties between users, operations, and programming personnel in the areas of IT application systems design, modifications or trouble shooting.
  - Recommends and plans information technology solutions to support and meet organization objectives using the latest industry-standard technology and practice.
  - Directs implementation and execution of new/upgraded information systems via well-defined plans including procedures, deadlines, and accountability.
  - Evaluates and implements IT procedures and equipment for maximum efficiency and cost containment.
  - Ensures users/customers are provided professional, courteous, and timely support and service.
- Leadership/Professional Accountability
  - Stays abreast of technology trends and regulations to ensure effectiveness and data compliance.
  - Recommends and plans information technology to support and meet organization objectives using the latest industry-standard technology and practice.
  - Performs other related duties as assigned by management.

## ATTACHMENT A

### Services to be Performed by the Loaned Employee

#### **Assistant Director, Research and Evaluation**

- Operations & Administration
  - Lead multiple technical, operational, and research projects. Providing oversight for the planning and implementation of the NSWERS research and evaluation program; participate in and promotes cross-partner work activities; convenes and manages committees and task forces to address issues and make recommendations related to research and evaluation.
  - Determine needs and make requests for staff and funding required to carry out research and evaluation program objectives.
  - Oversee the preparation of research grant applications, advises, and consults with the Executive Director and NSWERS leadership resulting grant funds; oversees evaluation of grant funded activities.
  - Conduct and provide expert guidance regarding the technical quality of research designs, program evaluations, and statistical analysis for basic and complex projects or work assignments. Including, but not limited to, designing, developing, and documenting technical and operational procedures and statistical guidelines for assigned areas, including peer review processes.
  - Represent NSWERS position on technical issues to stakeholders, vendors, external boards and panels, professional associations, and other entities.
  - Work independently on most phases of statistical analysis and provide guidance to less experienced research associates, as needed.
  - Provide guidance and oversight to project staff on technical aspects of their work, for methodological accuracy and quality control of research and evaluation deliverables.
  - Accountable for basic and complex statistical design and analysis decisions such as variance estimations (weighting), sample design, statistical modeling, Markov Chain Monte Carlo (MCMC) simulation, and machine learning algorithm selection.
  - Assist with project development and monitoring project budgets.
  - Other duties as assigned.

## ATTACHMENT A

### Services to be Performed by the Loaned Employee

#### **Communication Manager**

- Operations & Administration
  - Serve as NSWERS communication and creative expert providing technical assistance and guidance in creating identity awareness internally and externally and developing communication plans and initiatives for the organization.
  - Evaluates communications effectiveness by collecting data from internal and external stakeholders to assess if objectives are being met and to evaluate and improve results.
  - Drives consistent improvement in the organization's creative quality and capabilities.
  - Develops comprehensive, creative, and strategic communication plans and style guides.
  - Consults with staff to prioritize and translate communications needs into concepts, voice, messages, and rationale. Leads brainstorming sessions, develops plans, and directs creative execution.
  - Oversees NSWERS web communications including leading the NSWERS website content, calendar, and mass communications tools.
  - Coordinates webpage maintenance: ensure that new and consistent information (e.g., article links, stories, events) is posted regularly.
  - Oversees design and production of all marketing materials and content (e.g., print and electronic publications, photography, videography) ensuring that they meet quality standards and that they align with NSWERS communication strategy, follow its visual identity guidelines, and convey appropriate messages.
  - Establishes/maintains style guides for NSWERS communications. Maintains and develops policies as necessary related to the intake, design, production and delivery of communications initiatives.
  - Remains current in industry best practices to integrate new techniques and technologies as needed to achieve optimal results.
  - Ensures compliance with information guidelines for sensitive and non-public information, seeks appropriate approvals prior to release of information.
  - Oversees management of social media accounts, ensuring a unified brand and communication style.
  - Oversees management of NSWERS conferences and events to meet quality and branding expectations.
  - Other duties as assigned

## ATTACHMENT A

### Services to be Performed by the Loaned Employee

#### A. Assistant Director

##### 1. Database/ETL Development

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

##### 2. Operations & Administration

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

- h. Performs liaison duties between users, operations, and programming personnel in the areas of systems design, modifications or trouble shooting.
- i. Directs implementation and execution of new/upgraded data systems via well-defined plans including procedures, deadlines, and accountability.
- j. Evaluates and implements data structure procedures and equipment for maximum efficiency and cost containment.
- k. Ensures users/customers are provided professional, courteous, and timely support and service.
- l. Develops and maintains technical documentation for data structures.
- m. Develops, selects, and conducts user training on an as-needed basis.

3. Leadership/Professional Accountability

- a. Stays abreast of technology trends and regulations to ensure effectiveness and data compliance.
- b. Recommends and plans information technology to support and meet organization objectives using the latest industry-standard technology and practice.
- c. Performs other related duties as assigned by management.

## **ATTACHMENT A**

### **Services to be Performed by the Loaned Employee**

#### **A. NSWERS Engagement Specialist**

##### **1. Data Collaboration/Partner Support**

- a. Establishes and maintains trusted relationships with customers, partners, and relevant NSWERS staff to build strategies that respond to the workforce and education business vision, goals, and strategy.
- b. Contributes in cross-functional coordination, architecture discussions, and prioritization planning in a highly collaborative environment.
- c. Serve as NSWERS data communication and integration expert providing assistance and guidance in facilitating education and workforce assessments and data reporting initiatives for the organization.
- d. Serve as the liaison and central point of information distribution regarding data needs and analysis efforts.
- e. Research, coordinate, and involve appropriate parties with regard to assisting partners in resolving inquiries, with the assistance of NSWERS team members, to meet desired goals and objectives.
- f. Remains current in industry best practices to integrate new techniques and technologies as needed to achieve optimal results.
- g. Ensures compliance with information guidelines for sensitive and non-public information, seeks appropriate approvals prior to release of information.
- h. Other duties as assigned.

## **ATTACHMENT A**

### **Services to be Performed by the Loaned Employee**

#### **A. Data Scientist, Workforce & Education**

1. Statistical Programming and Support
  - a. Write efficient code for processing data utilizing R.
  - b. Supports data analysis, statistical reporting, and research functions to support decision making for leadings in the Nebraska Public Education and Workforce systems.
  - c. Conducts data review and data cleaning to ensure accurate data.
  - d. Runs programs and documents coding to generate and replicate data files.
  - e. Provides analytic support to emerging and ongoing grants, projects, and initiatives.
  - f. Supports to internal and external requests for data, research, and policy support.
2. Report Writing and Data Visualization
  - a. Join, filter, and selects data from multiple sources.
  - b. Develops user-friendly data visualizations and implements them in software.
  - c. Assists in developing tables, graphs, figures, and data interpretations for reports to our stakeholders.
  - d. Monitors education landscape for topics related to the scope of NSWERS data.



## PARTNER DATA-SHARING AGREEMENT

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

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

**WHEREAS,** it is necessary for the Partner Entity to disclose to NSWERS personally identifiable information from education records for the conducting of studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction;

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

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

- 1. Designation of Authorized Representative.** NSWERS is hereby formally recognized as an authorized representative of the Partner Entity in order to undertake and complete the evaluation and study of Federal and State supported education programs.
- 2. Disclosure of Personally Identifiable Information.** In order to complete the evaluation of Federal and State supported education programs, the Partner Entity shall disclose to NSWERS personally identifiable information from student education records. Specifically, the following personally identifiable information shall be disclosed to NSWERS as appropriate:
  - Demographic and high school outcome data;
  - Data related to postsecondary enrollment, transfer, persistence, and completion;

- Data related to employment, including data related to student outcomes such as industry and wage;
- All information discussed in Exhibit A, below.

Personally identifiable information disclosed pursuant to this agreement may be re-disclosed to authorized representatives and agents of the Parties so long as such disclosure is for the purposes of completing the evaluation and study described herein, satisfies all requirements of this agreement, and is consistent with the requirements of state and federal law.

**3. Use of Personally Identifiable Information.** Personally identifiable information identified in Paragraph 2, above, shall be used to undertake and complete the evaluation of Federal and State supported education programs, and to enable seamless integration of data across educational and workforce systems, improve data literacy education and promote the use of this data to further evidence-based policy and practices across the educational systems of Nebraska. This evaluation further constitutes a study undertaken for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction. Exhibit A, below, specifically identify the manner in which such data will be used.

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

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

that all agents and employees access, maintain, and disclose personally identifiable information in accordance with this agreement and all applicable laws, policies, and procedures.

- 6. Deference to Transmitting Entity.** NSWERS shall return or destroy any personally identifiable information disclosed to it by the Partner Entity upon request.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement.

**Insert Partner Entity**

**Signature:**

**Date:**

**Printed Name:**

**Title:**

**Nebraska Statewide Workforce & Educational Reporting System (NSWERS)**

**Signature:**

**Date:**

**Printed Name:** Matthew J. Hastings

**Title:** Executive Director

# Exhibit A.



**Version 1.0.0**  
**May 19, 2022**

## K12 FILE SPECIFICATIONS

K12 Student  
K12 Staff Demographics  
K12 Staff Assignments  
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K12 Assessment  
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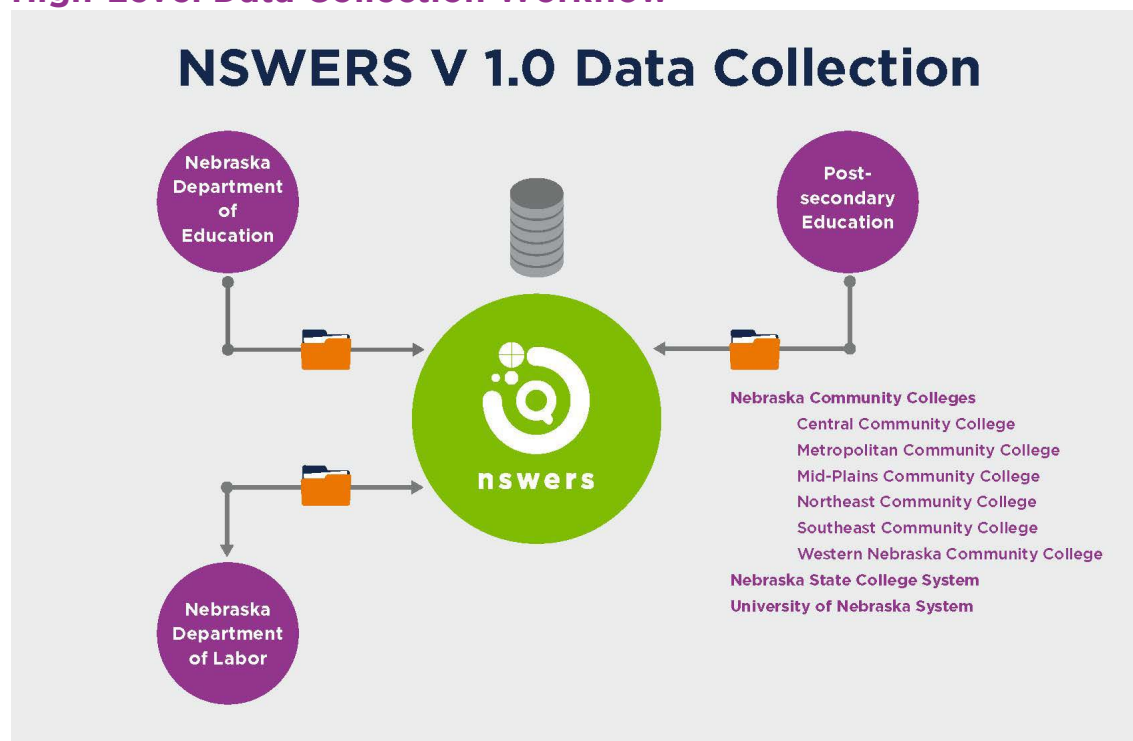
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## General Information

This document describes the K12 data elements collected by the Nebraska Statewide Workforce & Educational Reporting System (NSWERS). Valid values and data validation rules that can be performed prior to data submission are listed where appropriate.

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

## High-Level Data Collection Workflow



## Scope

All students enrolled in a Nebraska public school district.

## File Names

File Specification	File Name
K12 Students	NDE_k12_students_YYYY_##.csv
K12 Staff Demographics	NDE_k12_staff_demo_YYYY_##.csv
K12 Staff Assignments	NDE_k12_staff_assign_YYYY_##.csv
K12 Enrollment	NDE_k12_enrollment_YYYY_##.csv
K12 Student Course Records	NDE_k12_courses_YYYY_##.csv
K12 Assessment	NDE_k12_assessment_YYYY_##.csv
K12 Career Education Programs	NDE_k12_programs_YYYY_##.csv
K12 Attendance	NDE_k12_attendance_YYYY_##.csv

Where	Represents
NDE	Nebraska Department of Education

YYYY	School Year Ending
##	Sequence number starting at 01. For each new submission within an school year, the sequence number should increase by one integer. For example, if submitting files on a quarterly basis, the sequence number for the first quarter's file is identified as "01", the second quarter's file is "02", the third quarter's file is "03" and the fourth quarter's file is "04". If submitting only one file for the school year, the sequence number is identified as "01".
.csv	Comma delimited (comma-separated values)

## Data Element Names

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

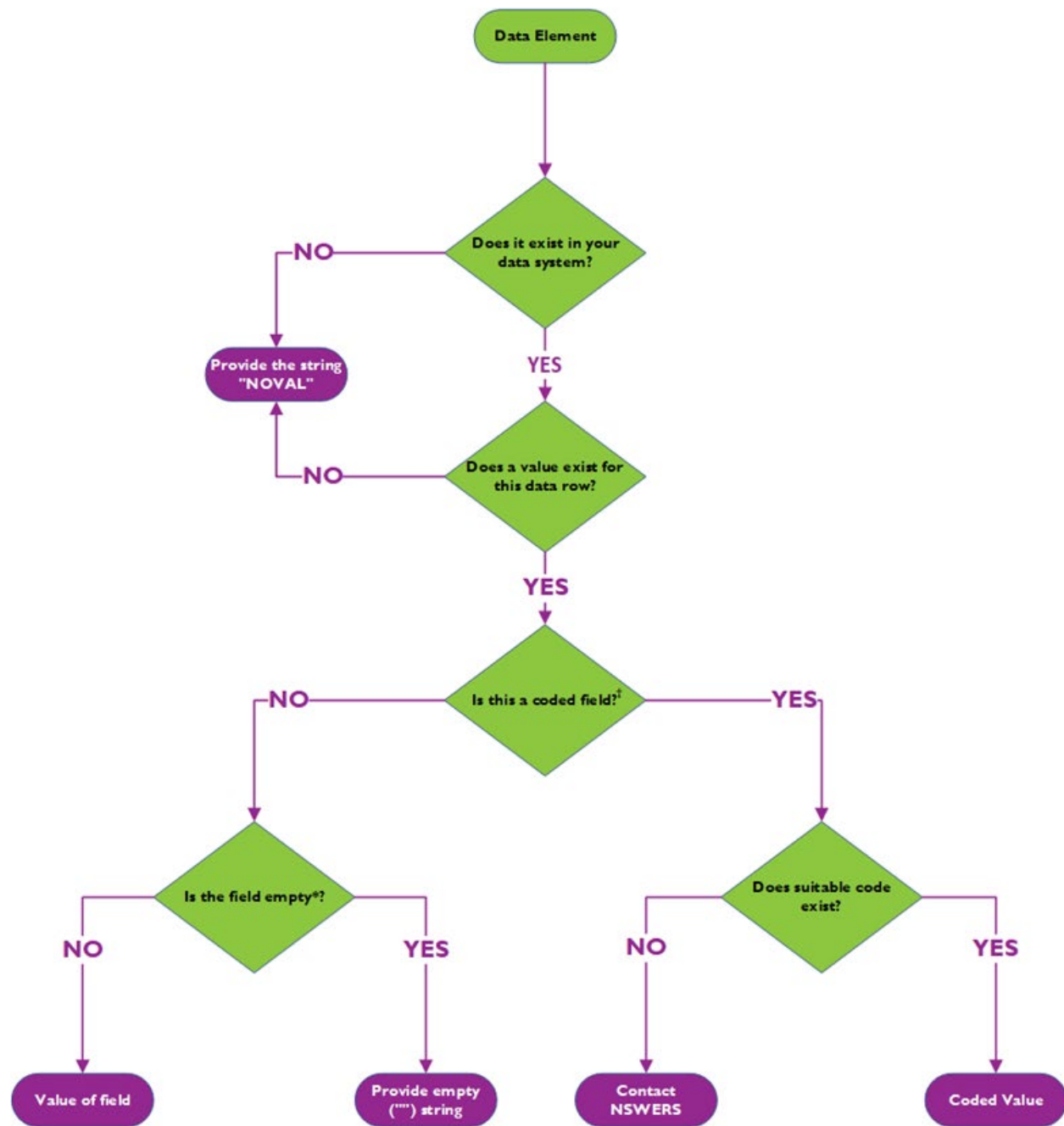
Format: \*NSWERS Field Name [File Specification: Field Name (Field Number)]  
where:

- An asterisk (\*) indicates the data element is a mandatory field. A non-blank or non-null value must be supplied in all mandatory fields for each record, or the data loading process will reject the record.
  - For all other data elements (i.e., nonmandatory), use the decision tree to determine the appropriate value.
- **NSWERS Field Name** represents the name of the data element commonly used by the Nebraska Statewide Workforce & Educational Reporting System (NSWERS).
- **File Specification** indicates the formal name of the file specification.
- **Field Name** indicates the formal name of the field within the file specification.
- **Field Number** indicates the position of the field within the file specification.

## Notes of Importance

- Where possible, provide values as they were collected during the reporting term. If this is not possible, provide the value as it is currently stored in the data system.
- Any values that contain a comma must be enclosed with quotes.
- Data fields should be ordered in the same sequence as identified in this document.
- All files should be submitted in .csv format.

## Decision Tree: Reporting for Nonmandatory Data Elements



†The field is represented by a code in the data specifications (e.g. gender, GED Status, etc)

\*The field is blank or represented by a blank placeholder in your data system

## K12 Students

The K12 Students file collects student demographic data for all students enrolled in Nebraska's public school districts for the requested school year(s).

### **\*NDE Student ID [K12 Student: Student ID (1)]**

Provide the 10-digit Nebraska Department of Education Student Identifier in the format "#####".

### **\*County District Number [K12 Student: District Code (2)]**

Provide the number assigned to the school district/system by NDE and should include a hyphen ("-") between county number and district number (example: ##-####). The number is based on the county in which the district/system headquarters is located and an assigned district number.

### **\*School Number [K12 Student: Location Code (3)]**

Provide the primary school number the student is attending.

### **\*School Year Ending [K12 Student: School Year Ending (4)]**

Provide the literal school year ending in the format "YYYY". The school year is understood as July 1 - June 30. For example, the value of the School Year Ending field for July 1, 2020 - June 30, 2021, would simply read: "2021".

### **SSN [K12 Student: Student SSN (5)]**

Provide the student's Social Security Number or Individual Taxpayer Identification Number (9 digits, no dashes, #####). If the student does not have an SSN or ITIN, then leave this field blank.

### **\*First Name [K12 Student: First Name Long (6)]**

Provide this student's name given to this individual at birth, baptism, or during another naming ceremony, or through legal change.

### **Middle Name [K12 Student: Middle Name (7)]**

Provide the middle name of the student. If full middle name is not available, provide middle initial, where possible.

### **\*Last Name [K12 Student: Last Name Long (8)]**

Provide this student's surname or name borne in common by members of a family.

### **Generation Code [K12 Student: Name Suffix (9)]**

Provide an appendage to the name, if any, used to denote this student's generation in the family (e.g., Jr., Sr., III). Leave blank if not applicable or not available.

### **First Name Alias [K12 Student: First Name Alias (10)]**

Provide an additional first name used by this student as an alias. This field can be used to store a student nickname or commonly used name that is different from their formal name. Leave blank if not applicable or not available.

### **Middle Name Alias [K12 Student: Middle Name Alias (11)]**

Provide the alternate middle name if the student has an alternate name. Leave blank if not applicable or not available.

### **Last Name Alias [K12 Student: Last Name Alias (12)]**

Provide the alternate surname if the student has an alternate name. Leave blank if not applicable or not available.

### **Generation Code Alias [K12 Student: Name Suffix Alias (13)]**

Provide the suffix if this student has an alternate name that includes a suffix. Examples of suffix include “Jr.” and “III”. Leave blank if not applicable or not available.

### **\*Birthdate [K12 Student: Birth Date (14)]**

Provide the birthdate of this student in ISO format (YYYY-MM-DD).

### **\*Gender [K12 Student: Gender Code (15)]**

Provide the gender of this student.

<b>Code</b>	<b>Description</b>
F	Female
M	Male
X	Intersex and/or Non-binary
U	Unknown/undeclared

### **\*Race 1 Code [K12 Student: Race 1 Code (16)]**

Provide the code indicating this student’s identified race.

<b>Code</b>	<b>Description</b>	<b>Explanation of Use</b>
DC	Declined to Identify	A person who has not self-identified their race.
AM	American Indian/Alaska Native	A person having origins in any of the original peoples of North and South American (including Central America), and who maintains tribal affiliation or community attachment.
AS	Asian	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
BL	Black or African American	A person having origins in any of the black racial groups of Africa.
PI	Native Hawaiian or Other Pacific Islander	A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

WH	White	A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
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- Race codes of students with multiple races can be provided in any order but those codes must be provided as described below
  - If two races are identified:
    - Race 1 Code [K12 Student: Race 1 Code (16)] and Race 2 Code [K12 Student: Race 2 Code (17)].
  - If three races are identified:
    - Race 1 Code [K12 Student: Race 1 Code (16)], Race 2 Code [K12 Student: Race 2 Code (17)] and Race 3 Code [K12 Student: Race 3 Code (18)].
  - If four races are identified:
    - Race 1 Code [K12 Student: Race 1 Code (16)], Race 2 Code [K12 Student: Race 2 Code (17)], Race 3 Code [K12 Student: Race 3 Code (18)], and Race 4 Code [K12 Student: Race 4 Code (19)].
  - If five races are identified:
    - In all five fields.
- Records containing the same race code value in more than one race field will be rejected by the data loading process.

### **Race 2 Code [K12 Student: Race 2 Code (17)]**

Provide the code indicating this student's second identified race, otherwise leave blank. Refer to the codes listed in [K12 Student: Race 1 Code (16)].

### **Race 3 Code [K12 Student: Race 3 Code (18)]**

Provide the code indicating this student's third identified race, otherwise leave blank. Refer to the codes listed in [K12 Student: Race 1 Code (16)].

### **Race 4 Code [K12 Student: Race 4 Code (19)]**

Provide the code indicating this student's fourth identified race, otherwise leave blank. Refer to the codes listed in [K12 Student: Race 1 Code (16)].

### **Race 5 Code [K12 Student: Race 5 Code (20)]**

Provide the code indicating this student's fifth identified race, otherwise leave blank. Refer to the codes listed in [K12 Student: Race 1 Code (16)].

### **Hispanic Indicator [K12 Student: Hispanic Ethnicity Indicator (21)]**

Provide the code indicating if this student is identified with an ethnicity of Hispanic/Latino - a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

Code	Description
1	Yes
2	No



**Student Address: Street Number Name [K12 Student: Street Number Name (22)]**

Provide the street number and street name of the address.

**Student Address: Apartment Room Suite Number [K12 Student: Apartment Room Suite Number (23)]**

Provide the apartment, room, or suite number of the address.

**Student Address: City [K12 Student: City (24)]**

Provide the name of the city in which the address is located.

**Student Address: State Abbreviation [K12 Student: State Abbreviation (25)]**

Provide the abbreviation for the state (within the United States) or outlying area in which an address is located.

**Student Address: Postal Code [K12 Student: Postal Code (26)]**

The five- or nine-digit zip code or overseas postal code portion of an address.

**Attended Preschool [K12 Student: Attended Preschool (27)]**

An indication that the student attended preschool during his/her early childhood years.

Code	Description
0	Unknown
1	Yes
2	No

**\*Grade Level [K12 Student: Current Grade Level (28)]**

Provide the grade level to which this student is assigned at the time of reporting. All students, including ungraded students, should be assigned a Grade Level in accordance with local school board policy. Please include in Grade 12 students who have passed typical graduation age but remain enrolled.

Code	Description
HP	Prekindergarten (Part-day program less than 6 hours per day)
PK	Prekindergarten (Full-day program 6 hours or more per day)
HK	Prekindergarten program of < 1032 instructional program hours
KG	Kindergarten program >= 1032 instructional program hours
01	Grade 1
02	Grade 2
03	Grade 3

04	Grade 4
05	Grade 5
06	Grade 6
07	Grade 7
08	Grade 8
09	Grade 9
10	Grade 10
11	Grade 11
12	Grade 12

**\*EL Eligibility [K12 Student: EL Eligibility (29)]**

Provide the code indicating if this student has been identified as an English Learner (EL). The term ‘English Learner’, when used with respect to an individual, mean an individual –

(A) who is aged 3 through 21;

(B) who is enrolled or preparing to enroll in an elementary school or secondary school;

(C)(i) who was not born in the United States or whose native language is a language other than English; (ii)(I) who is a Native American or Alaska Native, or a native resident of the outlying areas; and (II) who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or (iii) who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant; and

(D) whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the individual – (i)the ability to meet the State's proficient level of achievement on State assessments described in 20 U.S.C. 6311 § 1111(b)(3); (ii)the ability to successfully achieve in classrooms where the language of instruction is English; or (iii)the opportunity to participate fully in society.

Code	Description
1	Yes
2	No

**\*EL Participation [K12 Student: EL Participation (30)]**

Provide the coding indicating if this student's participation in an English Learner (EL) program.

Code	Description
1	Yes
2	No

**\*EL Duration [K12 Student: Duration of EL (31)]**

Provide the code indicating the length of time, as of the last Friday in September of the current school year, this student is eligible for English Learner (EL) services and has participated in an EL program and/or in the mainstream/regular classroom.

Code	Description
0	Less than one year
1	More than one year and less than two years
2	More than two years and less than three years
3	More than three years and less than four years
4	More than four years and less than five years
5	More than five years
6	Not an EL student

**Verify: EL Duration [K12 Student: Duration of EL (12)] should = “6” if EL Participation [K12 Student: EL Eligibility (20)] = “2” (No).**

**Redesignated as English Fluent [K12 Student: English Proficiency (32)]**

Provide the code indicating if this student has been redesignated as English Fluent.

Code	Description
0	Not Applicable
1	Redesignated as English Fluent

**\*SPED Participation [K12 Student: SPED Participation (33)]**

Provide an indication of this student’s participation in an English Learner (EL) program.

Code	Description
1	Yes
2	No

**\*Expected Graduation Year [K12 Student: Expected Graduation Timeframe (34)]**

Provide the student’s Expected Graduation Year as determined by adding four years to the school year in the fall in which the student enters grade nine for the first time. For example, the Expected Graduation Year is 2021 for students who entered grade nine for the first time during the 2017-2018 school year and are therefore members of the 2021 Cohort.

**\*Foreign Exchange Student [K12 Student: Foreign Exchange Student (35)]**

Provide the code indicating if this student has entered the United States on a (usually two-year) student visa and is not intending to remain in the United States permanently.

Code	Description
1	Yes
2	No

**\*High Ability Learner Eligibility [K12 Student: Gifted Eligibility Code (36)]**

Provide the code indicating if this student is identified as a High Ability Learner. Rule 3 definition: "Learner with high ability means a student who gives evidence of high-performance capability in such areas as intellectual, creative, or artistic capacity or in specific academic fields and who requires accelerated or differentiated curriculum programs in order to develop those capabilities fully."(Nebraska Revised Statute Sec. 79-1107(3)). A High Ability Learner Eligibility value of "1" (Yes) indicates this student is identified but not necessarily participating.

Code	Description
0	Unknown
1	Yes
2	No

**\*High Ability Learner Participant [K12 Student: Gifted Participation Code (37)]**

Provide the code indicating if this student participated in a High Ability Learner program. A High Ability Learner Participant value of "1" (Yes) indicates this student is not only identified but also participated.

Code	Description
1	Yes
2	No

**\*District of Residence [K12 Student: District Code of Residence (38)]**

Provide the County District number corresponding to this student's District of Residence as defined in Nebraska Revised Statute Sec. 79-215 and Rule 19. The District of Residence should include a hyphen ("-") between county number and district number (example: XX-XXXX). For students that are NOT residents of Nebraska, report 00-0000.

**School of Residence [K12 Student: Location of Resident (39)]**

Provide the three-digit code indicating this student's school of residence in the student's resident district based on the student's "residence address" and

school boundaries within the district. Use 000 for students that are not residents of Nebraska. Leave blank if not applicable.

### **Single Parent [K12 Student: Student Is A Single Parent (40)]**

Provide the code indicating if this student is a single parent. The term “single parent” is described as an individual who: a) is unmarried, divorced, or legally separated from a spouse; and b) (i) has a minor child or children for which the parent has either custody or joint custody; or (ii) is pregnant.

Code	Description
0	Unknown
1	Yes
2	No

### **\*Home Language Code [K12 Student: Home Language Code (41)]**

Provide the code indicating the specific language or dialect this student uses to communicate or the language of choice within the home or the non-English language considered the student’s native language (e.g., the native language of a student adopted by a family that speaks English within the home). The Home or Native Language codes are listed in Appendix C.

### **\*Full-Time Equivalency (FTE) [K12 Student: FTE Percent (42)]**

Provide the full-time equivalent for this student’s assignment to a school for services or instruction in whole numbers. A full-time student would have an FTE value of 100.

### **\*Military Family Code [K12 Student: Military Family Code (43)]**

Provide the code indicating this student has a parent or guardian that is a member of the Armed Forces on active duty or on full-time National Guard duty. The terms “Armed Forces”, “active duty” and “full-time National Guard duty” have the same meanings as defined in 10 U.S.C. 101(a)(4), 101(d)(1), and 101(d)(5).

Code	Description	Explanation of Use
1	Yes	Student is a dependent of a member of the Active-Duty Forces (full-time) Army, Navy, Air Force, Marine Corps, Coast Guard or National Guard or Reserve Forces.
2	No	The student’s parent or guardian is not a member of the Armed Forces on active duty or is not on full-time National Guard duty.

### **\*Immigrant Indicator [K12 Student: Immigrant Indicator (44)]**

Provide the code that best describes the student’s immigrant status:

Code	Description
0	Not an Immigrant
1	Immigrant <1 year (new immigrant)

2	Immigrant $\geq 1$ year but $\leq 3$ complete school years
3	Immigrant $> 3$ years

**\*Unaccompanied Homeless Youth Indicator [K12 Student: Unaccompanied Homeless Youth Indicator (45)]**

Provide the code indicating if homeless youths were unaccompanied by parents or legal guardians. Unaccompanied homeless youth is a child or youth who meets the McKinney-Vento definition and is not in the physical custody of a parent or guardian.

Code	Description
1	Yes
2	No

**\*Highly Mobile Indicator [K12 Student: Highly Mobile Indicator (46)]**

Provide the code indicating whether the student is considered highly mobile by NDE.

Code	Description
1	Yes
2	No

## K12 Staff Demographics

The K12 Staff Demographics file identifies the staff members appearing in the K12 Student Course Records file for the requested school year(s).

### **\*NDE Staff ID [K12 Staff Demographics: NDE Staff ID (1)]**

Provide the 10-digit number assigned by the NDE Staff ID system. This number will be used to uniquely identify the staff person.

### **Local Staff ID [K12 Staff Demographics: Local Staff ID (2)]**

Provide the unique number used to designate a staff member at the local level.

### **\*Gender [K12 Staff Demographics: Gender (3)]**

Provide the code indicating the gender of the staff member.

Code	Description
F	Female
M	Male
X	Intersex and/or non-binary
U	Unknown/Undeclared

### **\*Hispanic Indicator [K12 Staff Demographics: Hispanic Ethnicity Indicator (4)]**

Provide the code indicating if this instructor is identified with an ethnicity of Hispanic/Latino - a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. A value must be provided, or the data loading process will reject the record.

Code	Description
1	Yes
2	No

### **\*Race 1 Code [K12 Staff Demographics: Race 1 Code (5)]**

Provide the code indicating the staff person's identified race.

Code	Description	Explanation of Use
DC	Declined to Identify	A person who has not self-identified their race.

AM	American Indian/Alaska Native	A person having origins in any of the original peoples of North and South American (including Central America), and who maintains tribal affiliation or community attachment.
AS	Asian	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
BL	Black or African American	A person having origins in any of the black racial groups of Africa.
PI	Native Hawaiian or Other Pacific Islander	A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
WH	White	A person having origins in the any of the original peoples of Europe, the Middle East, or North Africa.

- Race codes of staff with multiple races can be provided in any order but those codes must be provided as described below:
  - If two races are identified:
    - Race 1 Code [K12 Staff: Race 1 Code (10)] and Race 2 Code [K12 Staff: Race 2 Code (11)].
  - If three races are identified:
    - Race 1 Code [K12 Staff: Race 1 Code (10)], Race 2 Code [K12 Staff: Race 2 Code (11)] and Race 3 Code [K12 Staff: Race 3 Code (12)].
  - If four races are identified:
    - Race 1 Code [K12 Staff: Race 1 Code (10)], Race 2 Code [K12 Staff: Race 2 Code (11)], Race 3 Code [K12 Staff: Race 3 Code (12)], and Race 4 Code [K12 Staff: Race 4 Code (13)].
  - If five races are identified:
    - In all five fields.

**NOTE: Records containing the same race code value in more than one race field will be rejected by the data loading process.**

### **Race 2 Code [K12 Staff Demographics: Race 2 Code (6)]**

Provide the code indicating this instructor's second identified race, otherwise leave blank. Refer to the codes listed in [Postsecondary Instructor: Race 1 Code (5)].



### **Race 3 Code [K12 Staff Demographics: Race 3 Code (7)]**

Provide the code indicating this instructor's third identified race, otherwise leave blank. Refer to the codes listed in [Postsecondary Instructor: Race 1 Code (5)].

### **Race 4 Code [K12 Staff Demographics: Race 4 Code (8)]**

Provide the code indicating this instructor's fourth identified race, otherwise leave blank. Refer to the codes listed in [Postsecondary Instructor: Race 1 Code (5)].

### **Race 5 Code [K12 Staff Demographics: Race 5 Code (9)]**

Provide the code indicating this instructor's fifth identified race, otherwise leave blank. Refer to the codes listed in [Postsecondary Instructor: Race 1 Code (5)].

### **\*Educational Attainment Code [K12 Staff Demographics: Educational Attainment Code (10)]**

Provide the code indicating the type of degree earned by the staff member. If the staff member has multiple degrees, the highest-level degree should be provided.

<b>Code</b>	<b>Description</b>
00	No High School Diploma
09	High School Diploma/GED
12	No College Preparation (used mostly for provisional trade certificates or special services coaching certificate)
14	Associate Degree
20	Less Than Bachelor's degree (less than 40 semester hours)
21	Less Than Bachelor's degree (40-47 semester hours)
22	Less Than Bachelor's degree (48-59 semester hours)
30	Less Than Bachelor's Degree (60 or more semester hours)
40	Bachelor's degree
45	Bachelor's degree plus (<30 semester hours)
48	Bachelor's degree plus at least 30 graduate-level hours
50	Master's degree
55	Master's degree plus Hours
60	Education Specialist

70	Doctorate
----	-----------

**\*Total Experience [K12 Staff Demographics: Total Experience (11)]**

Provide the total number of years of experience (in whole years) in education including the current school year.

**Verify: the minimum number is “1”.**

**\*Primary Subject Area [K12 Staff Demographics: Primary Subject Area (12)]**

Provide the primary subject area taught by the staff person in this school district/system. This is only mandatory for “teachers”

Code	Description
00	Position does not require a Primary Subject Area. Position is not a “teacher”.
01	Agriculture, Food and Natural Resources
02	Visual & Performance Arts (Art)
03	Business, Marketing and Management
05	English Language Arts
06	World Language
07	Health Science
08	Personal Health & Physical Fitness
09	Human Services
10	Skilled and Technical Sciences
11	Mathematics
12	Visual & Performing Arts (Music)
13	Science
15	Social Science/Social Studies
18	Self-Contained Classroom
19	Special Education
21	Driver Education/Safety Education
22	Visual & Performing Arts (Drama/Theatre)
23	Miscellaneous Curriculum

25	Title I Curriculum
26	Personal Development
27	Communication & Information Systems
29	Supplemental Curriculum
30	High Ability Education
31	English as a Second Language
32	Career Education Foundational and Specialty
35	Education and Training
37	Hospitality and Tourism
39	Law, Public Safety and Security

**\*School Year Ending [K12 Staff Demographics: School Year Ending (13)]**

Provide the literal four-digit year, for example “2021”.

## K12 Staff Assignments

The K12 Staff Assignments file identifies details of each position assignment for staff members appearing in the K12 Student Course Records file for the requested school year(s).

### **\*County District Number [K12 Staff Assignments: District Code (1)]**

Provide the 6-digit number assigned to the School District/System/ESU by NDE and should include a hyphen (“-”) between county number and district number (example: XX-XXXX). This number is based on the county in which the District/System/ESU headquarters is located and a district number that is assigned by NDE.

### **\*School Number [K12 Staff Assignments: Location Code (2)]**

Provide the school number to which the staff member is assigned. If the staff member is not assigned to a specific school, use 000 for the school number indicating they are assigned to a district level.

### **\*NDE Staff ID [K12 Staff Assignments: NDE Staff ID (3)]**

Provide the 10-digit number assigned by the NDE Staff ID system. This number will be used to uniquely identify the staff person.

### **\*Controlling District Code [K12 Staff Assignments: Controlling District Code (4)]**

Provide the 6-digit number of the School District/System/ESU where the staff member is assigned (XX-XXXX).

The field used to report staff assigned to serve Districts/Systems/ESUs other than the District/System/ESU that holds the contract.

### **\*Full-Time Equivalency (FTE) [K12 Staff Assignments: FTE (5)]**

Provide the integer value between 1 and 100 that indicates the percentage of the staff member’s time that is allocated to the assignment. This is an indication of the time a staff member spends in their assignment as it relates to the total time in the work week defined for that assignment.

**Verify: FTE Should never exceed 100 in a District/System/School.**

**Note: Full-time FTE is reported as 100.**

### **\*Assignment Date [K12 Staff Assignments: Assignment Date (6)]**

Provide the date in ISO (YYYY-MM-DD) format when the staff member starts the assignment during the current school year.

### **\*Completion Date [K12 Staff Assignments: Completion Date (7)]**

Provide the date in ISO (YYYY-MM-DD) format when the staff member completes the assignment during this school year.

**\*Experience At This District [K12 Staff Assignments: Experience At This District (8)]**

Provide the total number of years of experience (in whole years) in this District/System/ESU including the current school year.

**Verify: the minimum number is “1”.**

**\*School Year Ending [K12 Staff Assignments: School Year Ending (9)]**

Provide the literal four-digit year, for example “2021”.

## K12 Enrollment

The K12 Enrollment file collects information on student enrollment events. A K12 Student record must be submitted for each student appearing in the K12 Enrollment file or the data loading process will reject the record.

### **\*County District Number [K12 Enrollment: District Code (1)]**

Provide the number assigned to the school district/system by NDE and should include a hyphen (“-”) between county number and district number (example: XX-XXXX). The number is based on the county in which the district/system headquarters is located and an assigned district number.

### **School Number [K12 Enrollment: Location Code (2)]**

Provide the primary school number the student is attending.

### **\*School Year Ending [K12 Enrollment: School Year Ending (3)]**

Provide the literal four-digit year, for example “2021”.

### **\*NDE Student ID [K12 Enrollment: Student ID (4)]**

Provide the 10-digit Nebraska Department of Education Student Identifier.

### **\*Enrollment Date [K12 Enrollment: Enrollment Date (5)]**

Provide the date on which the enrollment information becomes effective. This applies to both enrollment and withdrawal information. The data must be in YYYY-MM-DD format, or the data loading process will reject the record.

### **\*Enrollment Code [K12 Enrollment: Enrollment Code (6)]**

Provide the enrollment code that indicates the type of enrollment record. This applies to both enrollment and withdrawal information.

Code	Description	Definition
100	Still Enrolled	(or intra-district transfer in) <ul style="list-style-type: none"> <li>A student/receiving education services and funding in the district/system.</li> <li>A student who had previously entered any class in a school and then continues his or her membership in the same school from one term to the next because of a promotion or demotion, or who transfers from one homeroom or class to another during a regular school session.</li> </ul>
101	Original Entry	<ul style="list-style-type: none"> <li>A student enters a school for the first time. For example, a student enrolling in Kindergarten or Prekindergarten.</li> </ul>
102	Transfer In	(from another district, nonpublic system, state-operated system, institution or home school setting) <ul style="list-style-type: none"> <li>A student transferring from a private school.</li> </ul>

		<ul style="list-style-type: none"> <li>• A student transferring from an institution.</li> <li>• A student transferring from a home-school setting.</li> <li>• A student transferring from another public district. NOTE: Do not include if transferring between schools within the same district/system.</li> </ul>
103	Re-entry	<p>(after a withdrawal, whether voluntary or involuntary)</p> <ul style="list-style-type: none"> <li>• A student who had previously entered any class in a school and then re-enters the same school after he or she has left school for any reason whether voluntary or involuntary.</li> <li>• Use of this code indicates the student has not received educational services in the interval after the withdrawal and before re-entering his/her school.</li> </ul>
200	Transfer out - intra-district	<p>(within the same district)</p> <ul style="list-style-type: none"> <li>• A student who transfers between schools within the same district/system.</li> <li>• Do not use for end-of-year grade advancement.</li> <li>• An entry enrollment code of 100 Still Enrolled should accompany or follow any exit enrollment code of 200 Transfer out - intra-district within the same school year.</li> <li>• Only use the 200 code if the district has more than one school offering the same grade.</li> </ul>
201	Transfer Out	<p>(out of district/system)</p> <ul style="list-style-type: none"> <li>• A student known to be receiving services in another district/system.</li> <li>• A home-schooled student completing course work (done at the time of exit or at year-end).</li> <li>• A non-public student completing course work (done at the time of exit or at year-end).</li> <li>• A foreign-exchange student returning to his/her homeland (done at the time of exit or at year-end) if the student did not receive a regular high school diploma as determined by the district.</li> </ul>
202	Drop Out	<ul style="list-style-type: none"> <li>• A student who withdrew for personal or academic reasons and does not have a</li> </ul>

		<p>signed Withdrawal from Mandatory Attendance form pursuant to Nebraska Revised Statute 79-202 on file with the district.</p> <ul style="list-style-type: none"> <li>• A student removed from the education system for other than health reasons, and whose return is not anticipated.</li> <li>• A student enrolled in adult education or some type of program whose education services do not lead to a diploma or other credential recognized by the state.</li> <li>• A student who has not graduated or completed an approved program and is not enrolled and whose status is unknown; this includes a student withdrawn from the rolls for excessive absence.</li> <li>• A student who moved out of the district, out of state, or out of U.S. and is not known to be in school (includes any student whose education status cannot be confirmed either through a parent or other responsible adult or through some formal notification of transfer.)</li> <li>• A student in an institution that is not primarily educational (Army, or vocational program) and not considered a special school district/system.</li> <li>• A student who is disenrolled by a parent and does not enroll in another district/system.</li> <li>• A student who was suspended or expelled and the disciplinary period has expired and student has not returned.</li> <li>• A student who was expelled and chose not to participate in a district approved alternative education program.</li> </ul>
205	Not Enrolled, Eligible to Return	<p>A student not attending for disciplinary or other eligibility reasons, but is eligible to enroll at a later date.</p> <ul style="list-style-type: none"> <li>• A student experiencing a long-term medical condition that prevents him or her from receiving services, or is in drug treatment or rehabilitative centers, but is eligible to return to school.</li> <li>• A student enrolled in a foreign student exchange program and is eligible to return to school in the United States.</li> </ul>



		<ul style="list-style-type: none"> <li>• A student enrolled in a college program (early admission) but is eligible to return to graduate (such students often re-enroll one day and graduate on the next day).</li> <li>• A student under the compulsory age for school attendance withdrawn from school (usually for reasons of immaturity) but is eligible to return to school.</li> </ul>
206	Deceased	<ul style="list-style-type: none"> <li>• A student who died.</li> </ul>
208	Maximum Age	<ul style="list-style-type: none"> <li>• A student who passed the age for which the state guarantees a free, appropriate public education and subsequently exited school. • Students reported as 208 Maxim</li> </ul>
209	Withdraw from Mandatory Attendance	<p>A student who has withdrawn from attendance pursuant to Nebraska Revised Statue 79-202. A signed withdrawal form must be on file at the district before this code is used.</p> <ul style="list-style-type: none"> <li>• Students reported as 209 Withdrawal from Mandatory Attendance will be treated the same as 202 Dropout for Graduation Cohort and Dropout purposes.</li> </ul>
210	Completer: Graduated with a regular or advanced Diploma	<ul style="list-style-type: none"> <li>• A student who completed the district requirements for a regular or advanced high school diploma (see definition of regular high school diploma below). 34 C.F.R. §200.19(b)(1)(iv)</li> </ul> <p>A “regular high school diploma” means the standard high school diploma awarded to students in a District that is fully aligned with the State’s academic content standards and district diploma requirements. Does not include a GED credential, certificate of attendance, or any alternative award. The term “regular high school diploma” also includes a “higher diploma” that is awarded to students who complete requirements above and beyond what is required for a regular diploma. A student with disabilities may be included in this category through receipt of a high school diploma based on regular diploma requirements identical to that</p>

		<p>for which students without disabilities are eligible.</p> <p>DOES NOT INCLUDE: Students that completed their IEP but did not meet regular diploma requirements (see code 211).</p>
211	Completer with an Alternative/Modified Diploma	<ul style="list-style-type: none"> <li>• A student that received a high school diploma based on alternative graduation requirements that are not fully aligned with a State's academic content standards or district requirements. This may include students that complete their IEP but do not meet the district's regular diploma requirements (see definition of regular high school diploma in code 210).</li> <li>• GED recipients are not counted as high school completers UNLESS the school board formally recognizes GED recipients (i.e. a school district/system awards a local high school diploma based on a student's successful completion of the GED tests).</li> </ul>
212	Noncompleter	<ul style="list-style-type: none"> <li>• A student who did not complete an approved program of study for high school completion and did not meet district/system requirements for a diploma. Students identified as noncompleters, may have received a certificate of attendance, certificate of achievement or some alternative certificate.</li> <li>• DOES NOT INCLUDE persons receiving a diploma or high school equivalency from the state (a student must be officially withdrawn from membership in order to take the GED tests).</li> <li>• See Enrollment Code 208 (Maximum Age) if the student passed the age for which the state guarantees a free, appropriate public education and subsequently exited school.</li> </ul>

**\*Grade Level [K12 Enrollment: Enrollment Grade Level (7)]**

Provide the code indicating the grade level to which this student is assigned at the time of the enrollment event. All students, including ungraded students, should be assigned a Grade Level in accordance with local school board

policy. Please include in Grade 12 students who have passed typical graduation age but remain enrolled.

Code	Description
HP	Prekindergarten (Part day program less than 6 hours per day)
PK	Prekindergarten (Full day program 6 hours or more per day)
HK	Kindergarten program of <1032 instructional program hours
KG	Kindergarten 1032 or more instructional program hours
01	Grade 1
02	Grade 2
03	Grade 3
04	Grade 4
05	Grade 5
06	Grade 6
07	Grade 7
08	Grade 8
09	Grade 9
10	Grade 10
11	Grade 11
12	Grade 12

**\*Residence Status [K12 Enrollment: Residence Status Code (8)]**

Provide the code indicating the circumstances applicable to this enrollment event.

Code	Description
0	Not applicable
1	Contracted in from another Nebraska public school district
2	Contracted in from nonpublic school
3	Contracted in from another state
4	School Choice Student
5	Contracted out to another Nebraska public school district
6	Optioning in from another Nebraska public school district
7	Contracted out to another state
8	Open Enrollment Option Student

## K12 Student Course Records

The K12 Student Course Records file collects information regarding courses students in grade levels prekindergarten through 12 completed during a particular school year. Exclude information pertaining to courses started but not completed. A K12 Enrollment record must first be submitted for each student appearing in the K12 Student Course Records file or the data loading process will reject the record.

### **\*County District Number [K12 Courses: District Code (1)]**

Provide the number assigned to the school district/system by NDE and should include a hyphen (“-”) between county number and district number (example: XX-XXXX). The number is based on the county in which the district/system headquarters is located and an assigned district number.

### **\*School Number [K12 Courses: Location Code (2)]**

Provide the three-digit School of Membership for the student.

### **\*School Year Ending [K12 Courses: School Year Ending (3)]**

Provide the literal four-digit year, for example “2021”.

### **\*NDE Staff ID [K12 Courses: Evaluator 1 Staff ID (4)]**

Provide the 10-digit Nebraska Department of Education Staff identifier corresponding to the teacher of this course.

### **\*NDE Student ID [K12 Courses: Student ID (5)]**

Provide the 10-digit Nebraska Department of Education Student Identifier.

### **\*Course Grade [K12 Courses: Alpha Grade (6)]**

Provide the appropriate code indicating the course grade earned in this course by this student if assigned to grades 9, 10, 11, or 12. Provide the literal “0” for all students in grades prekindergarten through grade 8.

### **\*Failed Course Flag [K12 Courses: Failed Course Flag (7)]**

Provide the appropriate code indicating if the student failed the course if the student is assigned to grades 9, 10, 11, or 12. Provide the literal “0” for all students in grades prekindergarten through grade 8.

Code	Description
0	Unknown or NA
1	Yes
2	No

### **\*Semester [K12 Courses: Supplementary Course Differentiator (8)]**

**For courses completed during regular school year:**

Provide the appropriate code reflecting when the course was offered and the length of the course.

Code	Description	Courses Lasting Approximately		
		180 Days	36 Weeks	All Year
YL	Year-Long Course			
S1	First Semester Course	90	18	1/2 of the
S2	Second Semester Course	Days	Weeks	Year
T1	First Trimester Course	60	12	1/3 of the
T2	Second Trimester Course	Days	Weeks	Year
T3	Third Trimester Course			
Q1	First Quarter Course			
Q2	Second Quarter Course	45	9	1/4 of the
Q3	Third Quarter Course	Days	Weeks	Year
Q4	Fourth Quarter Course			
H1	First Hextor Course			
H2	Second Hextor Course			
H3	Third Hextor Course	30	6	1/6 of the
H4	Fourth Hextor Course	Days	Weeks	Year
H5	Fifth Hextor Course			
H6	Sixth Hextor Course			

**For courses completed during summer school:**

Provide the value of “SS” (Summer school course) indicating this is a summer school course.

**\*Local Course Code [K12 Courses: Local Course Code Long (9)]**

Provide the district-assigned code corresponding to this course.

**\*Local Section Code [K12 Courses: Section Code Long (10)]**

Provide the district-assigned code that uniquely identifies this specific instance of a course.

**\*State Course Code [K12 Courses: State Course Code (11)]**

Provide the state course code corresponding to this course.

**\*Dual Credit Code [K12 Courses: Dual Credit Code (12)]**

Provide the code indicating if the student earned both high school and postsecondary credit for this course. The only courses that should be coded as 1 or 2 would be those that are transcribed as dual credit with a specific 2- or 4-year college. Articulated courses should NOT be coded as dual credit courses.

Code	Description	Explanation of Use
0	Not Applicable	This course is not eligible for dual credit.
1	Yes	This course is eligible for dual credit and the student earned both high school and postsecondary credit.
2	No	This course is eligible for dual credit but the student did not earn both high school and postsecondary credit.

### Course Delivery Model [K12 Courses: Course Delivery Model (13)]

Provide the code indicating the method used to deliver instructions for this course.

Code	Description	Explanation of Use
0	Classroom - Not Career Academy	Most courses will be coded with this code. Those courses offered in a regular classroom within the school or at an alternative classroom site. Teacher and students are co-located in the classroom.
1	Synchronous - Not Career Academy	[10-004.04D1] Synchronous Course Option: Synchronous courses are those multi-site or distance learning courses in which the teacher and student(s) are simultaneously present; can both see and hear one another; and questions may be answered and instructional accommodations made immediately.
2	Asynchronous - Not Career Academy	[10-004.04D2] Asynchronous Course Options: Asynchronous courses are those multi-site or distance learning courses in which communication between teacher and student is delayed, as are the cases, for example, with written correspondence courses and many computer-delivered courses.
3	Career Academy Synchronous	Career Academy Courses approved by NDE: Multi-site or distance learning courses in which the teacher and student(s) are simultaneously present; can both see and hear one another; and questions may be answered and instructional accommodations made immediately.
4	Career Academy Asynchronous	Career Academy Courses approved by NDE: Those multi-site or distance learning courses in which communication between teacher and student is delayed, as are the cases, for example, with written correspondence courses and many computer delivered courses.
5	Career Academy In Classroom	Career Academy Courses approved by NDE: Those courses offered in a regular classroom within the school or at an alternative classroom site. Teacher and students are co-located in this classroom. The class may include students from multiple districts.

6	Iowa School for the Deaf Courses	Courses provided to Nebraska Students attending the Iowa School for the Deaf. These students should remain in membership of the resident district. The NDE Staff ID reported should be the case manager for the student's Individualized Education Plan.
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## **K12 Statewide Assessment**

The K12 Statewide Assessment file collects standardized educational assessment results for students. A K12 Student record must be submitted for each student appearing in the K12 Statewide Assessment file or the data loading process will reject the record.

### **\*County District Number [K12 Assessment: District Code (1)]**

Provide the number assigned to the school district/system by NDE and should include a hyphen (“-”) between county number and district number (example: XX-XXXX). The number is based on the county in which the district/system headquarters is located and an assigned district number

### **\*School Number [K12 Assessment: Location Code (2)]**

Provide the three-digit School of Membership for the student.

### **\*School Year Ending [K12 Assessment: School Year Ending (3)]**

Provide the literal four-digit year, for example “2021”.

### **\*NDE Student ID [K12 Assessment: Student ID (4)]**

Provide the 10-digit Nebraska Department of Education Student Identifier.

### **\*Assessment Target Grade Level [K12 Assessment: Assessed Grade Level (5)]**

Provide the grade level for which an assessment is designed to test.

### **Assessment Date [K12 Assessment: Assessment Date (6)]**

Provide the date in ISO (YYYY-MM-DD) when the assessment was completed

### **Assessment Name [K12 Assessment: Assessment Name (7)]**

Provide the name of the assessment (e.g. NESA, NSCAS, or ACT).

### **\*Subject Name [K12 Assessment: Subject Name (8)]**

Provide the assessment subject, e.g. math, reading/ELA, or writing. For composite assessment scores, provide “composite”.

### **\*Assessment Score [K12 Assessment: Assessment Score (9)]**

Provide a numeric value representing the score obtained by the student.

### **\*Proficiency Level [K12 Assessment: Proficiency Level (10)]**

Provide a code indicating proficiency in meeting state standards.

### **Reason Not Tested [K12 Assessment: Reason Not Tested (11)]**

Provide the reason a student was not tested, if applicable.



## K12 Career Education Programs

The K12 Programs file is used to collect data about student program participation in Career Education. A K12 Student record must be submitted for each student appearing in the K12 Career Education Programs file or the data loading process will reject the record.

### \*County District Number [K12 Program: District Code (1)]

Provide the number assigned to the school district/system by NDE and should include a hyphen (“-”) between county number and district number (example: XX-XXXX). The number is based on the county in which the district/system headquarters is located and an assigned district number

### School Number [K12 Program: Location Code (2)]

Provide the three-digit School of Membership for the student.

### \*School Year Ending [K12 Program: School Year Ending (3)]

Provide the literal four-digit year, for example “2021”.

**NOTE: See explanation of School Year Ending in the General Information section above.**

### \*NDE Student ID [K12 Program: Student ID (4)]

Provide the 10-digit Nebraska Department of Education Student Identifier.

### \*Career Education Programs Code [K12 Program: Career Education Programs Code (5)]

Provide the code indicating the Program from the list below. There may be multiple records if a student participates in more than one Program.

Code	Description
CEAGFNRS	Career Education: Agriculture, Food, and Natural Resources Systems
CEARCCON	Career Education: Architecture and Construction
CEAVCOMM	Career Education: Arts, Audio/Visual, and Communication
CEBUSMGT	Career Education: Business Management and Administration
CEEDUCAT	Career Education: Education and Training
CEENEG	Career Education: Energy and Engineering
CEFINANC	Career Education: Finance
CEFOUND	Career Education: Foundational, Exploratory, Career Development, or Other
CEGOVTPA	Career Education: Government and Public Administration
CEHEALTH	Career Education: Health Sciences
CEHSPTOR	Career Education: Hospitality and Tourism
CEHUMAN	Career Education: Human Services
CEINFOTE	Career Education: Information Technology
CELPSSC	Career Education: Law, Public Safety, Security, and Corrections
CEMANUFA	Career Education: Manufacturing
CEMARKET	Career Education: Marketing

CETDWL	Career Education: Transportation, Distribution, Warehousing, and Logistics
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**Career Education Participation Info Code [K12 Program: Career Education Participation Info Code (6)]**

Provide the code indicating additional information regarding the student's level of participation in the program.

<b>Code</b>	<b>Description</b>
CE0001	Career Education Participant
CE0003	Career Education Concentrator

## **K12 Attendance**

The K12 Attendance file is used to collect data about student attendance. A K12 Student record must be submitted for each student appearing in the K12 Attendance file or the data loading process will reject the record.

### **\*County District Number [K12 Attendance: District Code (1)]**

Provide the number assigned to the school district/system by NDE and should include a hyphen ("-") between county number and district number (example: XX-XXXX). The number is based on the county in which the district/system headquarters is located and an assigned district number.

### **School Number [K12 Attendance: Location Code (2)]**

Provide the three-digit School of Membership for the student.

### **\*School Year Ending [K12 Attendance: School Year Ending (3)]**

Provide the literal four-digit year, for example "2021".

### **\*NDE Student ID [K12 Attendance: Student ID (4)]**

Provide the 10-digit Nebraska Department of Education Student Identifier.

### **\*Days Present [K12 Attendance: Days Present (5)]**

Provide the total number of days that the student was marked as present at the location/school. If the student transferred to a second school within the same district during the Reporting Period, there should be two Student Summary Attendance records for that student for that Reporting Period – one for each school.

### **\*Days Absent [K12 Attendance: Days Absent (6)]**

Provide the total number of days that the student was marked as absent at the location/school. This field should be used to summarize all absences – excused and unexcused. If the student transferred to a second school within the same district during the Reporting Period, there should be two Student Summary Attendance records for that student for that Reporting Period – one for each school.

## **Appendix A – Change Summary**

Insert summary text here.

### **Version 0.0.1**

October 22, 2021

- Initial draft publication

### **Version 0.0.2**

January 25, 2022

- Revised draft publication

### **Version 0.0.3**

April 14, 2022

- Revised draft publication

### **Version 0.0.4**

April 25, 2022

- Revised draft publication

### **Version 0.0.5**

May 18, 2022

- Revised draft publication

## Appendix B – File Layouts

### K12 Students

Key	Position	Name	Type	Length	Format
Y	1	NDE Student ID	Char	10	#####
	2	County District Number	Varchar	25	##-####
	3	School Number	Varchar	25	
	4	School Year Ending	Date		YYYY
	5	SSN	Int	9	#####
	6	First Name	Varchar	25	
	7	Middle Name	Varchar	25	
	8	Last Name	Varchar	25	
	9	Generation Code	Char	2	##
	10	First Name Alias	Varchar	25	
	11	Middle Name Alias	Varchar	25	
	12	Last Name Alias	Varchar	25	
	13	Generation Code Alias	Varchar	25	
	14	Birthdate	Date		YYYY-MM-DD
	15	Gender	Char	1	#
	16	Race 1 Code	Char	2	##
	17	Race 2 Code	Char	2	##
	18	Race 3 Code	Char	2	##
	19	Race 4 Code	Char	2	##
	20	Race 5 Code	Char	2	##
	21	Hispanic Indicator	Char	1	#
	22	Student Address: Street Number Name	Varchar	25	
	23	Student Address: Apartment Room Suite Number	Varchar	25	
	24	Student Address: City	Varchar	25	
	25	Student Address: State Abbreviation	Char	2	##
	26	Student Address: Postal Code	Varchar	9	
	27	Attended Preschool	Char	1	#
	28	Grade Level	Char	2	##
	29	EL Eligibility E	Char	1	#
	30	EL Participation	Char	1	#
	31	EL Duration	Char	1	#
	32	Redesignated as English Fluent	Char	1	#

	33	SPED Participation	Char	1	#
	34	Expected Graduation Year	Date		YYYY
	35	Foreign Exchange Student	Char	1	#
	36	High Ability Learner Eligibility	Char	1	#
	37	High Ability Learner Participant	Char	1	#
	38	District of Residence	Char	7	##-####
	39	School of Residence	Char	3	###
	40	Single Parent	Char	1	#
	41	Home Language Code	Varchar	6	
	42	Full-Time Equivalency (FTE)	Varchar	25	
	43	Military Family Code	Char	1	#
	44	Immigrant Indicator	Char	1	#
	45	Unaccompanied Homeless Youth Indicator	Char	1	#
	46	Highly Mobile Indicator	Char	1	#

## K12 Staff Demographics

Key	Position	Name	Type	Length	Format
	1	NDE Staff ID	Char	10	
	2	Local Staff ID	Varchar	25	
	3	Gender	Char	1	#
	4	Hispanic Indicator	Char	1	#
	5	Race 1 Code	Char	2	##
	6	Race 2 Code	Char	2	##
	7	Race 3 Code	Char	2	##
	8	Race 4 Code	Char	2	##
	9	Race 5 Code	Char	2	##
	10	Educational Attainment Code	Char	2	##
	11	Total Experience	int	2	
	12	Primary Subject Area	Varchar	25	
	13	School Year Ending	Date		YYYY

## K12 Staff Assignments

Key	Position	Name	Type	Length	Format
	1	County District Number	Char	6	##-####
	2	School Number	Char	3	###
	3	NDE Staff ID	Char	10	#####

	4	Controlling District Code	Char	6	##-####
	5	Full-Time Equivalency (FTE)	Int	3	
	6	Assignment Date	Date		YYYY-MM-DD
	7	Completion Date	Date		YYYY-MM-DD
	8	Experience At This District	Int	2	
	9	School Year Ending	Date		YYYY

## K12 Enrollment

Key	Position	Name	Type	Length	Format
	1	County District Number	Char	6	##-####
	2	School Number	Char	3	###
	3	School Year Ending	Date		YYYY
	4	NDE Student ID	Char	10	#####
	5	Enrollment Date	Date		YYYY-MM-DD
	6	Enrollment Code	Char	3	###
	7	Grade Level	Char	2	##
	8	Residence Status	Char	1	#

## K12 Student Course Records

Key	Position	Name	Type	Length	Format
	1	County District Number	Char	6	##-####
	2	School Number	Char	3	###
	3	School Year Ending	Date		YYYY
	4	NDE Staff ID	Char	10	#####
	5	NDE Student ID	Char	10	#####
	6	Course Grade	Char	2	
	7	Semester	Varchar	25	
	8	Local Course Code	Varchar	25	
	9	Local Section Code	Varchar	25	
	10	State Course Code	Varchar	25	
	11	Dual Credit Code	Varchar	25	
	12	Course Delivery Model	Varchar	25	

## K12 Statewide Assessment

Key	Position	Name	Type	Length	Format
	1	County District Number	Char	6	##-####
	2	School Number	Char	3	###
	3	School Year Ending	Date		YYYY
	4	NDE Student ID	Char	10	#####

	5	Assessment Target Grade Level	Varchar	25	
	6	Assessment Category Name	Varchar	25	
	7	Assessment Date	Date		YYYY-MM-DD
	8	Assessment Reporting Method	Varchar	25	
	9	Assessment Accommodation	Varchar	25	
	10	Assessment Language	Varchar	25	
	11	Assessment Name	Varchar	25	
	12	Subject Name	Varchar	25	
	13	Composite Score	Varchar	25	
	14	Subject Score	Varchar	25	
	15	Scale Score	Varchar	25	
	16	Proficiency Level	Varchar	25	

### K12 Career Education Program

Key	Position	Name	Type	Length	Format
	1	County District Number	Char	6	##-####
	2	School Number	Char	3	###
	3	School Year Ending	Date		YYYY
	4	NDE Student ID	Char	10	#####
	5	Career Education Programs Code	Varchar	20	
	6	Career Education Participation Info Code	Varchar	20	

### K12 Attendance

Key	Position	Name	Type	Length	Format
	1	County District Number	Char	6	##-####
	2	School Number	Char	3	###
	3	School Year Ending	Date		YYYY
	4	NDE Student ID	Char	10	#####
	5	Days Present	Int	3	
	6	Days Absent	Int	3	



## Appendix C – Home Language Codes

### K12 Student: Home Language Code (42)

Code	Description
0010	Abkhazian
0020	Achinese
0030	Acoli
0040	Adangme
0050	Adygei
0060	Adyghe
0070	Afar
0080	Afrihili
0090	Afrikaans
0100	Afro-Asiatic (Other)
0110	Akan
0130	Albanian
0140	Aleut
0150	Algonquian languages
0160	Altaic (Other)
0170	Amharic
0180	Apache languages
0190	Arabic
0200	Aragonese
0210	Aramaic
0220	Arapaho
0230	Araucanian
0240	Arawak
0250	Armenian
0270	Assamese
0280	Asturian
0290	Athapascan languages
0300	Australian languages
0310	Austronesian (Other)
0320	Avaric
0330	Avestan
0340	Awadhi
0350	Aymara
0360	Azerbaijani
0370	Bable
0380	Balinese
0390	Baltic (Other)
0400	Baluchi
0410	Bambara
0420	Bamileke languages
0430	Banda
0440	Bantu (Other)
0450	Basa
0460	Bashkir
0470	Basque
0480	Batak (Indonesia)
0490	Beja

0500	Belarusian
0510	Bemba
0520	Bengali; ben
0530	Berber (Other)
0540	Bhojpuri
0550	Bihari
0560	Bikol
0570	Bilin
0580	Bini
0590	Bislama
0600	Blin
0620	Bosnian
0630	Braj
0640	Breton
0650	Buginese
0660	Bulgarian
0670	Buriat
0680	Burmese
0690	Caddo
0700	Carib
0710	Castilian
0720	Catalan
0730	Caucasian (Other)
0740	Cebuano
0750	Celtic (Other)
0760	Central American Indian
0780	Chamic languages
0790	Chamorro
0800	Chechen
0810	Cherokee
0820	Chewa
0830	Cheyenne
0850	Chichewa
0860	Chinese
0870	Chinook jargon
0880	Chipewyan
0890	Choctaw
0900	Chuang
0930	Chuukese
0940	Chuvash
0970	Cornish
0980	Corsican
0990	Cree
1000	Creek
1010	Creoles and pidgins (Other)
1020	Creoles and pidgins,
1030	Creoles and pidgins,
1040	Creoles and pidgins,
1050	Crimean Tatar
1060	Crimean Turkish
1070	Croatian
1080	Cushitic (Other)

1090	Czech
1100	Dakota
1110	Danish
1120	Dargwa
1130	Dayak
1140	Delaware
1150	Dinka
1160	Divehi
1170	Dogri
1180	Dogrib
1190	Dravidian (Other)
1200	Duala
1210	Dutch/ Flemish
1230	Dyula
1240	Dzongkha
1250	Efik
1270	Ekajuk
1280	Elamite
1290	English
1320	Erzya
1340	Estonian
1350	Ewe
1360	Ewondo
1370	Fang
1380	Fanti
1390	Faroese
1400	Fijian
1401	Filipino
1410	Finnish
1420	Finno-Ugrian (Other)
1430	Fon
1440	French
1470	Frisian
1480	Friulian
1490	Fulah
1500	Ga
1510	Gaelic
1520	Gallegan
1530	Ganda
1540	Gayo
1550	Gbaya
1570	Georgian
1580	German
1590	German, Low
1620	Germanic (Other)
1630	Gikuyu: Kikkuyu
1640	Gilbertese
1650	Gondi
1660	Gorontalo
1680	Grebo
1700	Greek, Modern (1453-)
1701	Greenlandic; Kalaallisut

1710	Guarani
1720	Gujarati
1730	Gwich'in
1740	Haida
1750	Haitian
1760	Haitian Creole
1770	Hausa
1780	Hawaiian
1790	Hebrew
1800	Herero
1810	Hiligaynon
1820	Himachali
1830	Hindi
1840	Hiri Motu
1860	Hmong
1870	Hungarian
1880	Hupa
1890	Iban
1900	Icelandic
1910	Ido
1920	Igbo
1930	Ijo
1940	Iloko
1950	Inari Sami
1960	Indic (Other)
1970	Indo-European (Other)
1980	Indonesian
1990	Ingush
2020	Inuktitut
2030	Inupiaq
2040	Iranian (Other)
2050	Irish
2080	Iroquoian languages
2090	Italian
2100	Japanese
2110	Javanese
2120	Judeo-Arabic
2130	Judeo-Persian
2140	Kabardian
2150	Kabyle
2160	Kachin
2170	Kalaallisut; Greenlandic
2180	Kalmyk
2190	Kamba
2200	Kannada
2210	Kanuri
2220	Karachay-Balkar
2230	Kara-Kalpak
2240	Karen
2250	Kashmiri
2260	Kashubian
2280	Kazakh

2290	Khasi
2300	Khmer
2310	Khoisan (Other)
2330	Kikuyu
2340	Kimbundu
2350	Kinyarwanda
2360	Kirghiz
2380	Komi
2390	Kongo
2400	Konkani
2410	Korean
2420	Kosraean
2430	Kpelle
2440	Kru
2450	Kuanyama
2460	Kumyk
2470	Kurdish
2480	Kurukh
2490	Kutenai
2500	Kwanyama
2510	Ladino
2520	Lahnda
2530	Lamba
2540	Lao
2550	Latin
2560	Latvian
2570	Letzeburgesch
2580	Lezghian
2610	Limburgish
2620	Lingala
2630	Lithuanian
2650	Low German
2660	Low Saxon
2670	Lower Sorbian
2680	Lozi
2690	Luba-Katanga
2700	Luba-Lulua
2710	Luiseno
2720	Lule Sami
2730	Lunda
2740	Luo (Kenya and Tanzania)
2750	Lushai
2760	Luxembourgish
2770	Macedonian
2780	Madurese
2790	Magahi
2800	Maithili
2810	Makasar
2820	Malagasy
2830	Malay
2840	Malayalam
2850	Maltese

2860	Manchu
2870	Mandar
2880	Mandingo
2890	Manipuri
2900	Manobo languages
2910	Manx
2920	Maori
2930	Marathi
2940	Mari
2950	Marshallese
2960	Marwari
2970	Masai
2980	Mayan languages
2990	Mende
3000	Micmac
3001	Mi'kmaq
3010	Minangkabau
3011	Mirandese
3030	Mohawk
3040	Moksha
3050	Moldavian
3060	Mon-Khmer (Other)
3070	Mongo
3080	Mongolian
3090	Mossi
3100	Multiple languages
3110	Munda languages
3120	Nahuatl
3130	Nauru
3140	Navaho
3150	Navajo
3160	Ndebele, North
3170	Ndebele, South
3180	Ndonga
3190	Neapolitan
3200	Nepali
3210	Newari; Nepal Bhasa
3220	Nias
3230	Niger-Kordofanian (Other)
3240	Nilo-Saharan (Other)
3250	Niuean
3260	Nogai
3280	North American Indian
3290	Northern Sami
3291	Northern Sotho
3300	North Ndebele
3310	Norwegian
3340	Nubian languages
3350	Nyamwezi
3360	Nyanja
3370	Nyankole
3390	Nyoro

3400	Nzima
3410	Occitan (post 1500)
3420	Ojibwa
3470	Oriya
3480	Oromo
3490	Osage
3500	Ossetian
3520	Otomian languages
3540	Palauan
3560	Pampanga
3570	Pangasinan
3580	Panjabi
3590	Papiamento
3600	Papuan (Other)
3601	Pedi
3610	Persian
3630	Philippine (Other)
3641	Pilipino
3650	Pohnpeian
3660	Polish
3670	Portuguese
3690	Provençal; Occitan
3710	Punjabi
3720	Pushto (Pashto)
3730	Quechua
3740	Raeto-Romance
3750	Rajasthani
3760	Rapanui
3770	Rarotongan
3800	Romanian
3810	Romany
3820	Rundi
3830	Russian
3840	Salishan languages
3860	Sami languages (Other)
3870	Samoan
3880	Sandawe
3890	Sango
3910	Santali
3920	Sardinian
3930	Sasak
3940	Saxon, Low
3950	Scots
3960	Scottish Gaelic
3970	Selkup
3980	Semitic (Other)
3981	Sepedi
3990	Serbian
4000	Serer
4010	Shan
4020	Shona
4030	Sichuan Yi

4031	Sicilian
4040	Sidamo
4050	Sign languages
4060	Siksika
4070	Sindhi
4071	Sinhala
4080	Sinhalese
4090	Sino-Tibetan (Other)
4100	Siouan languages
4110	Skolt Sami
4120	Slave (Athapaskan)
4130	Slavic (Other)
4140	Slovak
4150	Slovenian
4160	Sogdian
4170	Somali
4180	Songhai
4190	Soninke
4200	Sorbian languages
4210	Sotho, Northern
4220	Sotho, Southern
4230	South American Indian
4235	Southern Altai
4240	Southern Sami
4250	South Ndebele
4260	Spanish
4270	Sukuma
4300	Susu
4310	Swahili
4320	Swati
4330	Swedish
4350	Tagalog
4360	Tahitian
4370	Tai (Other)
4380	Tajik
4390	Tamashek
4400	Tamil
4410	Tatar
4420	Telugu
4430	Tereno
4440	Tetum
4450	Thai
4460	Tibetan
4470	Tigre
4480	Tigrinya
4490	Timne
4500	Tiv
4520	Tlingit
4530	Tok Pisin
4540	Tokelau
4550	Tonga (Nyasa)
4560	Tonga (Tonga Islands)



4570	Tsimshian
4580	Tsonga
4590	Tswana
4600	Tumbuka
4610	Tupi languages
4620	Turkish
4640	Turkmen
4650	Tuvalu
4660	Tuvinian
4670	Twi
4680	Udmurt
4700	Uighur; Uyghur
4710	Ukrainian
4720	Umbundu
4740	Upper Sorbian
4750	Urdu
4760	Uzbek
4770	Vai
4780	Valencian
4790	Venda
4800	Vietnamese
4830	Wakashan languages
4840	Walamo
4850	Walloon
4860	Waray
4870	Washo
4880	Welsh
4890	Wolof
4900	Xhosa
4910	Yakut
4920	Yao
4930	Yapese
4940	Yiddish
4950	Yoruba
4960	Yupik languages
4970	Zande
4980	Zapotec
4990	Zenaga
5000	Zhuang
5010	Zulu
5011	Zuni
6001	Mine
6002	Micronesian
6003	Pingelapese
6004	Kirundi
6005	Zambian
6006	Oshiwambo
6009	Nuer
6010	Burun
6011	Maban
6012	Uduk
6013	Taiwanese

6014	Tangkahul
6015	Omaha (Umonhon)
6016	Lakota
6017	Ponca
6018	Winnebago (Ho-Chunk)
6023	Mendankwe
6026	Krahn
6027	Farsi
6028	Chin
6029	Karenni
6030	Q'anjoba'l
9999	Other languages

# Exhibit A.

## 2-YEAR POSTSECONDARY FILE SPECIFICATIONS

Postsecondary Enrollment  
Postsecondary Academic Awards  
Postsecondary Courses  
Postsecondary Terms  
Postsecondary Transcript



Version 1.0.0  
May 5, 2022

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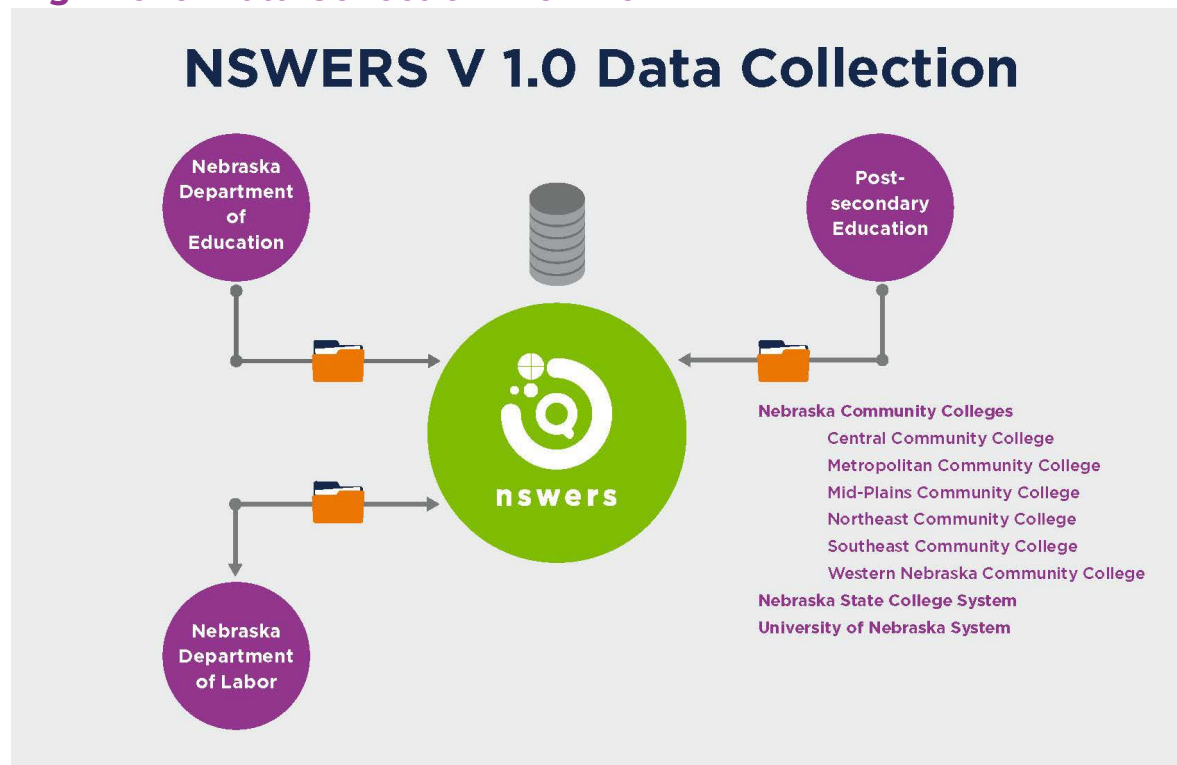
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## General Information

This document describes the 2-year postsecondary data elements collected by the Nebraska Statewide Workforce & Educational Reporting System (NSWERS). Valid values and data validation rules that can be performed prior to data submission are listed where appropriate.

See Appendix B – File Layouts for field types and field lengths, Appendix C for State of High School Graduation Codes, and Appendix D for CIP codes.

## High-Level Data Collection Workflow



## Scope

All students enrolled in courses (for credit AND/OR noncredit) at the postsecondary institution for the requested academic years.

## File Names

File Specification	File Name
Postsecondary Enrollment	#####_ps_enrollment_YYYY_##.csv
Postsecondary Academic Awards	#####_ps_awards_YYYY_##.csv
Postsecondary Courses	#####_ps_courses_YYYY_##.csv
Postsecondary Terms	#####_ps_terms_YYYY_##.csv
Postsecondary Transcript	#####_ps_transcript_YYYY_##.csv



Where	Represents
#####	IPEDS Institution ID
180902	Central Community College
181303	Metropolitan Community College
181312	Mid-Plains Community College
181765	Nebraska College of Technical Agriculture
181491	Northeast Community College
181640	Southeast Community College
181817	Western Nebraska Community College
180948	Chadron State College
181534	Peru State College
181783	Wayne State College
181215	University of Nebraska at Kearney
181464	University of Nebraska - Lincoln
181428	University of Nebraska Medical Center
181394	University of Nebraska at Omaha
YYYY	Academic Year Ending
##	Sequence number starting at 01. For each new submission within an academic year, the sequence number should increase by one integer. For example, if submitting files on a quarterly basis, the sequence number for the first quarter's file is identified as "01", the second quarter's file is "02", the third quarter's file is "03" and the fourth quarter's file is "04". If submitting only one file for the academic year, the sequence number is identified as "01".

## Data Element Names

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

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

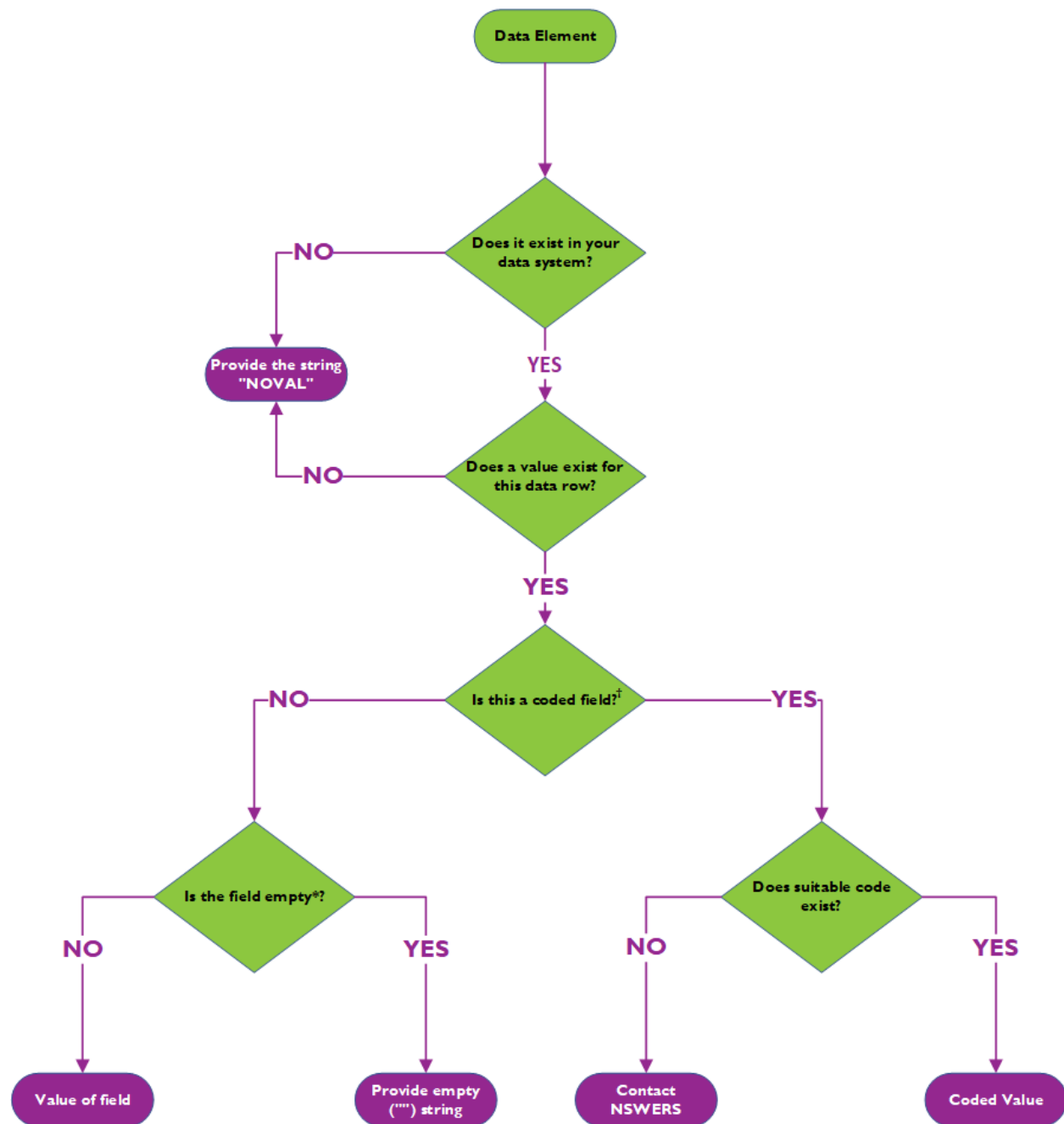
- An asterisk (\*) indicates the data element is a mandatory field. A non-blank or non-null value must be supplied in all mandatory fields for each record, or the data loading process will reject the record.
  - For all other data elements (i.e., nonmandatory), use the decision tree to determine the appropriate value.

- **NSWERS Field Name** represents the name of the data element commonly used by the Nebraska Statewide Workforce & Educational Reporting System (NSWERS).
- **File Specification** indicates the formal name of the file specification.
- **Field Name** indicates the formal name of the field within the file specification.
- **Field Number** indicates the position of the field within the file specification.

### Notes of Importance

- Where possible, provide values as they were collected during the reporting term. If this is not possible, provide the value as it is currently stored in the data system.
- Any values that contain a comma must be enclosed with double quotes.
- Data fields should be ordered in the same sequence as identified in this document.
- All files should be submitted in .csv format.

## Decision Tree: Reporting for Nonmandatory Data Elements



†The field is represented by a code in the data specifications (e.g. gender, GED Status, etc)

\*The field is blank or represented by a blank placeholder in your data system

## Postsecondary Enrollment

The Postsecondary Enrollment file collects demographic data for all students enrolled in courses (both credit and noncredit included) during a particular term for the requested academic year(s).

**Note: Multiple records for an individual student will appear if the student was enrolled in more than one term – one record per term.**

### **\*Institution ID [Postsecondary Enrollment: Institution ID (1)]**

Provide the institution identifier (IPEDS Institution ID) in the format “#####”.

### **NDE Student ID [Postsecondary Enrollment: NDE Student ID (2)]**

Provide the 10-digit Nebraska Department of Education Student Identifier.

### **SSN [Postsecondary Enrollment: SSN (3)]**

Provide the student’s Social Security Number or Individual Taxpayer Identification Number (9 digits, no dashes, #####).

**VERIFY: SSN or ITIN is mandatory if Degree Seeking Flag = 1.**

### **\*Postsecondary Student ID [Postsecondary Enrollment: Postsecondary Student ID (4)]**

Provide the unique number used to identify an individual student at the institution. The Postsecondary Student ID will be included in verification reports to assist institution staff research and resolve data issues.

### **\*Postsecondary Term Code [Postsecondary Enrollment: Term (5)]**

Provide the institution-selected value representing the term during which this student was enrolled. Ignore session information, i.e., 2022 Summer Session 1 and 2022 Summer Session 2 would both be listed under the 2022 Summer term.

**Verify: Valid values are specified via the Postsecondary Terms file [Postsecondary Terms: Postsecondary Term Code (3)].**

### **\*Last Name [Postsecondary Enrollment: Last Name (6)]**

Provide this student’s surname or name borne in common by members of a family.

### **\*First Name [Postsecondary Enrollment: First Name (7)]**

Provide this student’s name given to this individual at birth, baptism, or during another naming ceremony, or through legal change.

### **Middle Name [Postsecondary Enrollment: Middle Name (8)]**

Provide the middle name of this student. If full middle name is not available, provide middle initial, where possible.

### **Last Name Alias [Postsecondary Enrollment: Last Name Alias (9)]**

Provide the alternate surname if the student has an alternate name.

### **First Name Alias [Postsecondary Enrollment: First Name Alias (10)]**

Provide an additional first name used by this student as an alias. This field can be used to submit a student nickname or commonly used name that is different from their formal name.

### **Middle Name Alias [Postsecondary Enrollment: Middle Name Alias (11)]**

Provide the alternate middle name if the student has an alternate name.

### **\*Birthdate [Postsecondary Enrollment: Birth Date (12)]**

Provide the birthdate of this student in ISO format (YYYY-MM-DD).

**Verify: The data loading process will check for valid dates (e.g., values of 2004-02-30 and 2004-13-01 would be rejected as invalid).**

### **\*Gender [Postsecondary Enrollment: Gender Code (13)]**

Provide the code indicating the gender of this student.

Code	Description
F	Female
M	Male
X	Intersex and/or non-binary
U	Unknown/Undeclared

### **Hispanic Indicator [Postsecondary Enrollment: Hispanic Ethnicity Indicator (14)]**

Provide the code indicating if this student is identified with an ethnicity of Hispanic/Latino - a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

Code	Description
1	Yes
2	No

### **Race 1 Code [Postsecondary Enrollment: Race 1 Code (15)]**

Provide the code indicating this student's identified race.

Code	Description	Explanation of Use
DC	Declined to Identify	A person who has not self-identified their race.

AM	American Indian/Alaska Native	A person having origins in any of the original peoples of North and South American (including Central America), and who maintains tribal affiliation or community attachment.
AS	Asian	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
BL	Black or African American	A person having origins in any of the black racial groups of Africa.
PI	Native Hawaiian or Other Pacific Islander	A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
WH	White	A person having origins in the any of the original peoples of Europe, the Middle East, or North Africa.
MTO	More than one	A special category for designating that the student has specified having origins in more than one of the above races, but did not specify which. This category can only be used for Race 1, and if it is used the remaining fields Race 2 through Race 5 must be blank.

- Race codes of students with multiple races can be provided in any order but those codes must be provided as described below
  - If two races are identified:
    - Race 1 Code [Postsecondary Enrollment: Race 1 Code (15)] and Race 2 Code [Postsecondary Enrollment: Race 2 Code (16)].
  - If three races are identified:
    - Race 1 Code [Postsecondary Enrollment: Race 1 Code (15)], Race 2 Code [Postsecondary Enrollment: Race 2 Code (16)] and Race 3 Code [Postsecondary Enrollment: Race 3 Code (17)].
  - If four races are identified:
    - Race 1 Code [Postsecondary Enrollment: Race 1 Code (15)], Race 2 Code [Postsecondary Enrollment: Race 2 Code (16)], Race 3 Code [Postsecondary Enrollment: Race 3 Code (17)],

- and Race 4 Code [Postsecondary Enrollment: Race 4 Code (18)].
- If five races are identified:
  - In all five fields.

**Verify: Records containing the same race code value in more than one race field will be rejected by the data loading process.**

### **Race 2 Code [Postsecondary Enrollment: Race 2 Code (16)]**

Provide the code indicating this student's second identified race, otherwise leave blank. Refer to the codes listed in [Postsecondary Enrollment: Race 1 Code (15)].

### **Race 3 Code [Postsecondary Enrollment: Race 3 Code (17)]**

Provide the code indicating this student's third identified race, otherwise leave blank. Refer to the codes listed in [Postsecondary Enrollment: Race 1 Code (15)].

### **Race 4 Code [Postsecondary Enrollment: Race 4 Code (18)]**

Provide the code indicating this student's fourth identified race, otherwise leave blank. Refer to the codes listed in [Postsecondary Enrollment: Race 1 Code (15)].

### **Race 5 Code [Postsecondary Enrollment: Race 5 Code (19)]**

Provide the code indicating this student's fifth identified race, otherwise leave blank. Refer to the codes listed in [Postsecondary Enrollment: Race 1 Code (15)].

### **Marital Status [Postsecondary Enrollment: Marital Status (20)]**

Provide the code indicating the student's marital status.

Code	Description
S	Single
M	Married
E	Separated
W	Widowed
D	Divorced

### **First Generation Student [Postsecondary Enrollment: First Generation Flag (21)]**

Provide the code indicating the student's status as a first-generation postsecondary student.

Code	Description
------	-------------

1	Yes
2	No

### **High School Class Rank (Integer) [Postsecondary Enrollment: HS Class Rank (22)]**

Provide the student's high school class rank (integer).

### **High School Class Size (Integer) [Postsecondary Enrollment: HS Class Size (23)]**

Provide the student's high school class size (integer).

### **Cumulative High School GPA [Postsecondary Enrollment: HS GPA (24)]**

Provide the student's cumulative high school grade point average (GPA).

### **State of High School Graduation [Postsecondary Enrollment: State of High School Graduation (25)]**

Provide the code from Appendix C corresponding to the state in which this student graduated high school. For students still enrolled in high school, provide the code corresponding to the state in which the student's current high school is located.

### **GED Status [Postsecondary Enrollment: GED Status (26)]**

Provide the code indicating if this student completed a GED.

<b>Code</b>	<b>Description</b>
1	Yes
2	No

### **Census Flag [Postsecondary Enrollment: Census Flag (27)]**

Provide the code indicating if this student was enrolled on the Census Date during the term used for IPEDS reporting applicable to this academic year. Provide the code indicating "Yes" if this student was enrolled on the IPEDS Census Date. Provide the code indicating "No" if the student was NOT enrolled during the IPEDS Census Date.

<b>Code</b>	<b>Description</b>
1	Yes
2	No



### **Full-Time Student Flag [Postsecondary Enrollment: Full-Time Student Flag (28)]**

Provide the code indicating if this student met the definition of a full-time student during this term. Full-time/part-time indicator based on number of credit hours student is enrolled for the semester.

IPEDS definition:

- Undergraduate – a student enrolled for 12 or more semester credits, or 12 or more quarter credits, or 24 or more contact hours a week each term.
- Graduate—A student enrolled for 9 or more semester credits, or 9 or more quarter credits, or a student involved in thesis or dissertation preparation that is considered full time by the institution.
- Doctor's degree – Professional practice – as defined by the institution.

Code	Description
1	Yes
2	No

### **First-Time Student Flag [Postsecondary Enrollment: First-Time Student Flag (29)]**

Provide the code indicating if this student met the definition of a first-time student during this term.

IPEDS definition:

- A student who has no prior postsecondary experience (except as noted below) attending any institution for the first time at the undergraduate level. This includes students enrolled in academic or occupational programs. It also includes students enrolled in the fall term who attended college for the first time in the prior summer term, and students who entered with advanced standing (college credits earned before graduation from high school).

Code	Description
1	Yes
2	No

### **Degree Seeking Flag [Postsecondary Enrollment: Degree Seeking Flag (30)]**

Provide the code indicating if this student met the definition of a degree-seeking student during this term, for the purposes of IPEDS reporting.

IPEDS definition:

- Students enrolled in courses for credit and recognized by the institution as seeking a degree, certificate, or other formal award. High school students also enrolled in postsecondary courses for credit are not considered degree/certificate-seeking. Note: all students eligible to receive federal student financial aid are considered degree/certificate seeking.

Code	Description
1	Yes
2	No

### **Primary Program One (major) [Postsecondary Enrollment: Primary Program (31)]**

Provide the CIP code for the student's primary program (major). Provide the six-digit CIP (Classification of Instructional Programs) code in the format ##.#### that identifies the student's primary instructional program (major). Refer to IPEDS reporting requirements for a list of valid CIP codes.

**VERIFY: CIP codes must be six-digits long in format ##.#### - leading and terminal zeros must be included, where applicable.**

### **Primary Program Two (major) [Postsecondary Enrollment: Primary Program (32)]**

If applicable, provide the CIP code for the student's second primary program (major). Provide the six-digit CIP (Classification of Instructional Programs) code in the format ##.#### that identifies the student's second primary instructional program (major). Refer to IPEDS reporting requirements for a list of valid CIP codes.

**VERIFY: CIP codes must be six-digits long in format ##.#### - leading and terminal zeros must be included, where applicable.**

### **Term Credit Hours Attempted [Postsecondary Enrollment: Term Credit Hours Attempted (33)]**

Provide the total number of credit hours this student attempted during this term in the format ## or ##.#. Term Credit Hours Attempted supports up to one decimal position. If more than one decimal position is provided, records will be rejected.

**VERIFY: Term Credit Hours Earned cannot exceed Term Credit Hours Attempted.**

### **Term Credit Hours Earned [Postsecondary Enrollment: Term Credit Hours Earned (34)]**

Provide the total number of credit hours this student earned during this term in the format ## or ##.#. Term Credit Hours Earned supports up to one decimal position. If more than one decimal position is provided, records will be rejected.

**VERIFY: Term Credit Hours Earned cannot exceed Term Credit Hours Attempted.**

### **Term GPA [Postsecondary Enrollment: Term GPA (35)]**

Provide the grade point average (GPA) earned by this student calculated based only on courses during this term. This field accepts up to 3 decimals places.

## Postsecondary Academic Awards

The Postsecondary Academic Awards file collects a cumulative set of students granted postsecondary degrees, diplomas, or certificates for the requested academic year(s). Students receiving multiple awards will appear in the file multiple times, once per award.

**Note: A Postsecondary Enrollment record must first be submitted for each student appearing in a Postsecondary Academic Awards file or the data loading process will reject the record.**

### \*Institution ID [Postsecondary Academic Awards: Institution ID (1)]

Provide the institution identifier (IPEDS Institution ID) in the format “#####”.

### \*Postsecondary Student ID [Postsecondary Academic Awards: Postsecondary Student ID (2)]

Provide the unique number used to identify an individual student at the institution. The Postsecondary Student ID will be included in verification reports to assist institution staff research and resolve data issues.

### \*Award Date [Postsecondary Academic Awards: Award Date (3)]

Provide the date on which the academic award was granted, i.e., the date of graduation rather than the degree audit or conferred date. The data must be in ISO format (YYYY-MM-DD), or the data loading process will reject the record.

### \*Award Code [Postsecondary Academic Awards: Award Code (4)]

Provide the code that indicates the type of academic award granted.

Code	Description	Definition
1	Under1Yr	Postsecondary award, certificate, or diploma of less than 1 academic year: <ul style="list-style-type: none"> <li>• Less than 900 contact or clock hours</li> <li>• Less than 30 SEMESTER or TRIMESTER credit hours, or</li> <li>• Less than 45 QUARTER credit hours</li> </ul>
2	1-2Yr	Postsecondary award, certificate, or diploma of at least 1 but less than 2 academic years <ul style="list-style-type: none"> <li>• At least 900, but less than 1800 contact or clock hours, or</li> <li>• At least 30, but less than 60 SEMESTER or TRIMESTER credit hours</li> </ul>

		<ul style="list-style-type: none"> <li>At least 45, but less than 90 QUARTER hours</li> </ul>
3	Associate	Associate's Degree
4	2-4Yr	<p>Between 2- and 4-Years Awards</p> <p>Postsecondary award, certificate, or diploma of (at least 2 but less than 4 academic years)</p> <ul style="list-style-type: none"> <li>1800 contact or clock hours, or</li> <li>60 or more SEMESTER or TRIMESTER credit hours, or</li> <li>90 or more QUARTER credit hours</li> </ul>
5	Bachelor	Bachelor's Degree
6	Postbaccalaureate Certificate	
7	Master's Degree	
8	Post-master's Certificate	
17	Doctor's Degree - Research/Scholarship	
18	Doctor's Degree - Professional Practice	
19	Doctor's Degree - Other	

**\*Award CIP Code [Postsecondary Academic Awards: Award CIP Code (5)]**

Provide the six-digit (2022) CIP (Classification of Instructional Programs) code in the format ##.#### that identifies the instructional program specialty for which this award was granted. Refer to IPEDS reporting requirements for a list of valid CIP codes.

## Postsecondary Courses

The Postsecondary Courses file identifies the complete set of courses offered during the requested academic year(s).

### **\*Institution ID [Postsecondary Courses: Institution ID (1)]**

Provide the institution identifier (IPEDS Institution ID) in the format “#####”.

### **\*Academic Year Ending [Postsecondary Courses: Academic Year Ending (2)]**

Provide the literal academic year ending in the format “YYYY”. The academic year is understood as July 1 - June 30. For example, the value of the Academic Year Ending field for July 1, 2020 – June 30, 2021, would simply read: “2021”.

### **\*Postsecondary Term Code [Postsecondary Courses: Postsecondary Term Code (3)]**

Provide the institution-specific value representing the terms during the academic year.

**Verify: Valid values are specified via the Postsecondary Terms file [Postsecondary Terms: Postsecondary Term Code (3)].**

### **\*Course Code Subject [Postsecondary Courses: Course Code Subject (4)]**

Provide the institution’s own unique course code subject (up to 20 characters). For example, “HIST” for the course: History 101.

### **\*Course Code Number [Postsecondary Courses: Course Code Number (5)]**

Provide the institution’s own unique course code number (up to 20 characters). For example, “101” for the course: History 101.

### **Course Section [Postsecondary Courses: Course Section (6)]**

Provide the institution’s own unique course section (up to 20 characters). For example, “001” for the course: History 101, section 001.

### **Course Location [Postsecondary Transcript: Course Location (7)]**

Provide the institution’s own course location (city/campus) specific to the identified course, as listed in the course catalog.

### **\*Course Name [Postsecondary Courses: Course Name (8)]**

Provide the institution’s own course name specific to the identified course.

### **Secondary Course Name [Postsecondary Courses: Course Name (9)]**

Provide the secondary name specific to the identified course. This may be used to identify the content of a special topics course. For example, “History of Science” for the course: HIST 398 (Special Topics).

**\*Course Description [Postsecondary Courses: Course Description (10)]**

Provide the institution's own description for the course section (up to 1000 characters).

**Course Weight/REU Factor [Postsecondary Courses: Course Weight REU Factor (11)]**

Provide a decimal indicating the course weighting used for this course in the format #.##.

**\*Instructor ID [Postsecondary Courses: Instructor ID (12)]**

Provide the unique number used to identify an individual instructor at the institution. If multiple instructors are listed, provide the "primary" instructor for the course. The Instructor ID will be included in verification reports to assist institution staff research and resolve data issues.

## Postsecondary Terms

The Postsecondary Terms file identifies the complete set of academic terms for the requested academic year(s).

### **\*Institution ID [Postsecondary Terms: Institution ID (1)]**

Provide the institution identifier (IPEDS Institution ID) in the format “#####”.

### **\*Academic Year Ending [Postsecondary Terms: Academic Year Ending (2)]**

Provide the literal academic year ending in the format “YYYY”. The academic year is understood as July 1 - June 30. For example, the value of the Academic Year Ending field for July 1, 2020 – June 30, 2021, would simply read: “2021”.

### **\*Postsecondary Term Code [Postsecondary Terms: Postsecondary Term Code (3)]**

Provide the institution-specific value representing the terms during the academic year.

### **\*Start Date [Postsecondary Terms: Start Date (4)]**

Provide the date indicating when the term starts in ISO format (YYYY-MM-DD).

### **\*End Date [Postsecondary Terms: End Date (5)]**

Provide the date indicating when the term ends in ISO format (YYYY-MM-DD).



## Postsecondary Transcript

The Postsecondary Transcript file collects the course history for each student submitted in the Postsecondary Enrollment file during a particular term for the requested academic year(s).

### Note:

- **A Postsecondary Enrollment record must first be submitted for each student appearing in the Postsecondary Transcript file or the data loading process will reject the record.**
- **A Postsecondary Course record must first be submitted for each course appearing in the Postsecondary Transcript file or the data loading process will reject the record.**
- **A Postsecondary Terms record must first be submitted for each term appearing in the Postsecondary Transcript file or the data loading process will reject the record.**

### **\*Institution ID [Postsecondary Transcript: Institution ID (1)]**

Provide the institution identifier (IPEDS Institution ID) in the format “#####”.

### **\*Postsecondary Student ID [Postsecondary Transcript: Postsecondary Student ID (2)]**

Provide the unique number used to identify an individual student at the institution. The Postsecondary Student ID will be included in verification reports to assist institution staff research and resolve data issues.

### **\*Academic Year Ending [Postsecondary Transcript: Academic Year Ending (3)]**

Provide the literal academic year ending in the format “YYYY”. The academic year is understood as July 1 - June 30. For example, the value of the Academic Year Ending field for July 1, 2020 – June 30, 2021, would simply read: “2021”.

### **\*Course Term [Postsecondary Transcript: Course Term (4)]**

Provide the institution-selected value representing the term during which the student was enrolled in this course.

**Verify: Valid values are specified via the Postsecondary Terms file [Postsecondary Terms: Postsecondary Term Code (3)].**

### **\*Course Code Subject [Postsecondary Transcript: Course Code Subject (5)]**

Provide the institution’s own unique course code subject (up to 20 characters).

**\*Course Code Number [Postsecondary Transcript: Course Code Number (6)]**

Provide the institution's own unique course code number (up to 20 characters).

**Course Section [Postsecondary Transcript: Course Section (7)]**

Provide the institution's own unique course section (up to 20 characters).

**Course Instruction Mode [Postsecondary Transcript: Course Instruction Mode (8)]**

Provide the code indicating the course instruction mode.

Code	Description	Definition
1	Hybrid (Face-to-Face and Online)	A course offering that depends on both academic technology and face-to-face contact as significant components of communication between student and instructor, and among students. One-third to two-thirds of the student/faculty and student/student contact time is online. The remaining communication is face-to-face – similar to a traditional class.
2	Online Only	A course offering in which the majority of the instruction occurs when the student and instructor are not in the same place. An online course uses academic technology to mediate most teaching and learning, but it may require up to two hours of face-to-face meetings within the term. These face-to-face class meetings may be used for activities such as orientation, special in-class presentations, or exams.
3	Traditional (Face-to-Face)	A course offering that depends on face-to-face contact such as lecture, discussion, demonstration, and direct exchange of materials as the

		primary method of communication. Face-to-face courses usually have a fixed day and time and are scheduled in a classroom, laboratory, or studio. However, courses with a TBA pattern, such as supervision, can also have an instruction mode of face-to-face. The majority of classes are scheduled in a face-to-face format.
--	--	---

**\*Course Type [Postsecondary Transcript: Course Type (9)]**

Provide the code for course type specific to the identified course.

Code	Description
0	Other
1	Lecture
2	Lab
3	Seminar
4	Activity
5	Independent Study
6	Practicum
7	Recitation
8	Clinical
9	Internship

**\*Remedial Course Math Flag [Postsecondary Transcript: Remedial Course Math Flag (10)]**

Provide the code indicating “Yes” if the student is taking the course to gain remedial mathematics instruction during this term. Indicate “No” for all others.

**Note: This is an attribute of the student – not just course.**

Code	Description
1	Yes

2	No
---	----

**\*Remedial Course English Flag [Postsecondary Transcript: Remedial Course English Flag (11)]**

Provide the code indicating “Yes” if the student is taking the course to gain remedial English instruction during this term. Indicate “No” for all others.

**Note: This is an attribute of the student – not just course.**

Code	Description
1	Yes
2	No

**\*Course Credit Hours [Postsecondary Transcript: Course Credit Hours (12)]**

Provide a decimal indicating the number of credit hours earned for completing the specified course in the format #.## . Provide “0.0” for a course that does not offer credit.

**\*Course Grade Points [Postsecondary Transcript: Course Grade Points (13)]**

Provide a decimal indicating the number of grade points the student earned for completing this course in the format #.##.

## Appendix A – Change Summary

### Version 0.0.1

October 22, 2021

- Initial draft publication

### Version 0.0.2

January 25, 2022

- Revised draft publication

### Version 0.0.3

January 25, 2022

- Post-discussion revised draft publication
  - Align field codes more closely to how individual institutions store the data
- Split Files into 2yr and 4yr versions to reduce non-applicable fields
- Removed Fields with data quality issues (e.g. anticipated graduation date)
- Provide a code for non-mandatory field with missing data (e.g. NOVAL)
- Split transfer course records into separate file.

### Version 0.0.4

April 6, 2022

- Added decision tree resource for reporting on nonmandatory data elements
- Removed Postsecondary Instructor File
- Removed Postsecondary Transfer Courses File
- Removed Remedial Math data element from the Postsecondary Transcript File
- Removed Remedial Reading data element from the Postsecondary Transcript File

### Version 0.0.5

April 22, 2022

- Removed Parent's Highest Level of Education, Pell Grant Recipient, and Expected Family Contribution data elements

### Version 0.0.6

April 29, 2022

- Moved Instructor ID data element from Postsecondary Transcript File to Postsecondary Courses File

## Appendix B – File Layouts

### Postsecondary Enrollment

Key	Position	Name	Type	Length	Format
Y	1	Institution ID	Char	6	#####
	2	NDE Student ID	Char	10	
	3	SSN	Int	9	#####
Y	4	PS Student ID	Varchar	20	
Y	5	Postsecondary Term Code	Char	3	###
	6	Last Name	Varchar	25	
	7	First Name	Varchar	25	
	8	Middle Name	Varchar	25	
	9	Last Name Alias	Varchar	25	
	10	First Name Alias	Varchar	25	
	11	Middle Name Alias	Varchar	25	
	12	Birthdate	Date		YYYY-MM-DD
	13	Gender	Char	1	#
	14	Hispanic Indicator	Char	1	#
	15	Race1	Char	3	###
	16	Race2	Char	2	##
	17	Race3	Char	2	##
	18	Race4	Char	2	##
	19	Race5	Char	2	##
	20	Marital Status	Char	1	#
	21	First Gen Student	Char	1	#
	22	HS Class Rank	Int		
	23	HS Class Size	Int		
	24	Cumulative High School GPA	Decimal		#.##
	25	State of High School Graduation	Char	3	
	26	GED Status	Char	1	
	27	Census Flag	Char	1	
	28	Full-Time Student Flag	Char	1	
	29	First-Time Student Flag	Char	1	
	30	Degree Seeking Flag			
	31	Primary Program One			##.####
	32	Primary Program Two			##.####
	33	Term Credit Hours			## or ##.#

	34	Term Credit Hours Earned			## or ##.#
	35	Term GPA	Decimal		###

### Postsecondary Academic Awards

Key	Position	Name	Type	Length	Format
Y	1	Institution ID	Char	6	#####
Y	2	Postsecondary Student ID	Varchar	20	
	3	Award Date	Date		YYYY-MM-DD
	4	Award Code	Int		
	5	Award CIP Code	Char		###.####

### Postsecondary Courses

Key	Position	Name	Type	Length	Format
Y	1	Institution ID			#####
	2	Academic Year Ending	Date		YYYY
Y	3	Postsecondary Term Code	Varchar	10	
	4	Course Code Subject	Varchar	20	
	5	Course Code Number	Varchar	20	
	6	Course Section	Varchar	20	
	7	Course Location	Varchar	50	
	8	Course Name	Varchar	50	
	9	Secondary Course Name	Varchar	50	
	10	Course Description	Varchar	1000	
	11	Course Weight/REU Factor	Decimal		

### Postsecondary Terms

Key	Position	Name	Type	Length	Format
Y	1	Institution ID	Char	6	#####
	2	Academic Year Ending	Int		YYYY
Y	3	Postsecondary Term Code	Varchar	10	
	4	Start Date			YYYY-MM-DD
	5	End Date			YYYY-MM-DD

### Postsecondary Transcript

Key	Position	Name	Type	Length	Format
-----	----------	------	------	--------	--------

Y	1	Institution ID			#####
Y	2	Postsecondary Student ID	Varchar	20	
	3	Academic Year Ending	Date		YYYY
	4	Postsecondary Term Code	Varchar	10	
	5	Course Code Subject	Varchar	20	
	6	Course Code Number	Varchar	20	
	7	Course Section	Varchar	20	
	8	Course Instruction Mode	Char	1	#
	9	Course Type	Char	1	#
	10	Remedial Course Math Flag	Char	1	#
	11	Remedial Course English Flag	Char	1	#
	12	Course Credit Hours			###
	13	Course Grade Points			



## Appendix C – Codes for “State of High School Graduation”

The following “State of High School Graduation” codes were adapted from the United States Postal Services abbreviation for states and possessions.

Location	Code
Unknown	10
Outside of United States	20
Alabama	AL
Alaska	AK
American Samoa	AS
Arizona	AZ
Arkansas	AR
California	CA
Colorado	CO
Connecticut	CT
Delaware	DE
District of Columbia	DC
Department of Defense Schools	DOD
Federated States of Micronesia	FM
Florida	FL
Georgia	GA
Guam	GU
Hawaii	HI
Idaho	ID
Illinois	IL
Indiana	IN
Iowa	IA
Kansas	KS
Kentucky	KY
Louisiana	LA
Maine	ME
Marshall Islands	MH
Maryland	MD
Massachusetts	MA
Michigan	MI
Minnesota	MN
Mississippi	MS
Missouri	MO
Montana	MT
Nebraska	NE
Nevada	NV
New Hampshire	NH
New Jersey	NJ
New Mexico	NM
New York	NY

North Carolina	NC
North Dakota	ND
Northern Mariana Islands	MP
Ohio	OH
Oklahoma	OK
Oregon	OR
Palau	PW
Pennsylvania	PA
Puerto Rico	PR
Rhode Island	RI
South Carolina	SC
South Dakota	SD
Tennessee	TN
Texas	TX
Utah	UT
Vermont	VT
Virgin Islands	VI
Virginia	VA
Washington	WA
West Virginia	WV
Wisconsin	WI
Wyoming	WY

## **Appendix D – CIP Codes**

The Classification of Instructional Programs (CIP) codes are provided by IPEDS (2020 version) and are available at:

<https://nces.ed.gov/ipeds/cipcode/browse.aspx?y=55>

# Exhibit A.

## 4-YEAR POSTSECONDARY FILE SPECIFICATIONS

Postsecondary Enrollment  
Postsecondary Academic Awards  
Postsecondary Courses  
Postsecondary Terms  
Postsecondary Transcript



Version 1.0.0  
May 5, 2022

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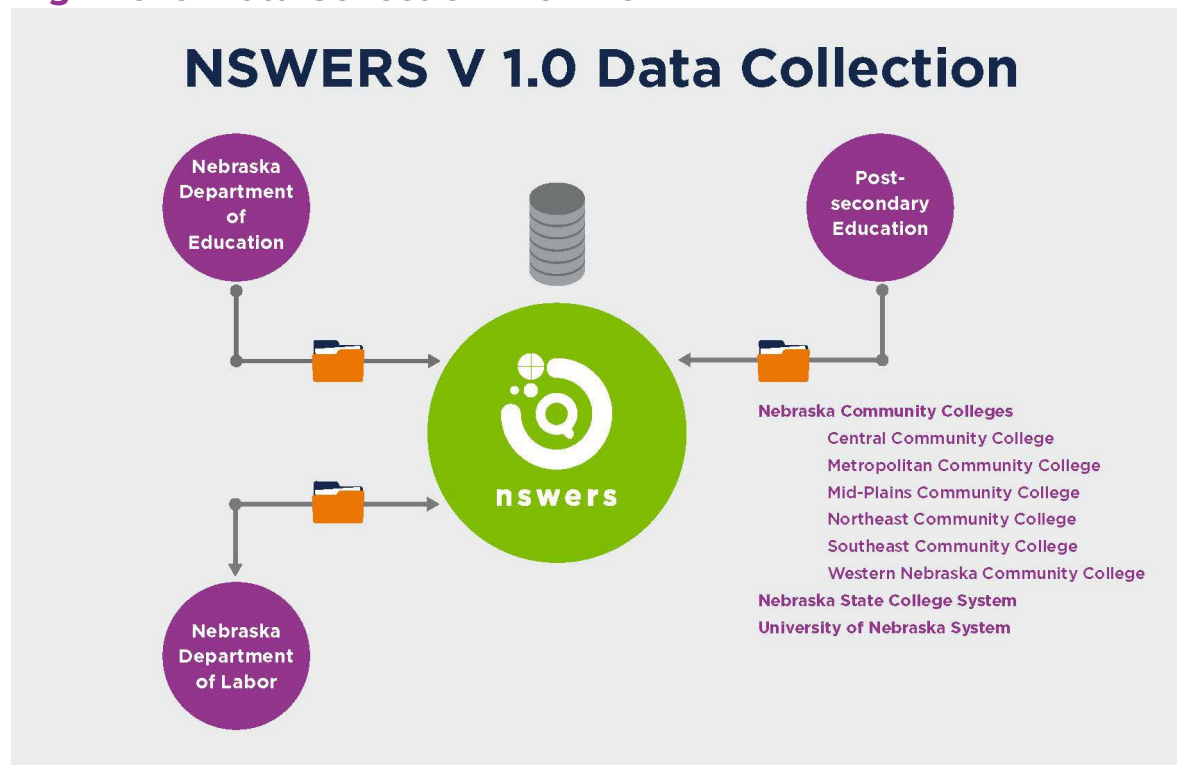


## General Information

This document describes the 4-year postsecondary data elements collected by the Nebraska Statewide Workforce & Educational Reporting System (NSWERS). Valid values and data validation rules that can be performed prior to data submission are listed where appropriate.

See Appendix B – File Layouts for field types and field lengths, Appendix C for State of High School Graduation Codes, and Appendix D for CIP codes.

## High-Level Data Collection Workflow



## Scope

All students enrolled in courses (for credit AND/OR noncredit) at the postsecondary institution for the requested academic years.

## File Names

### File Specification

### File Name

Postsecondary Enrollment	#####_ps4_enrollment_YYYY_##.csv
Postsecondary Academic Awards	#####_ps4_awards_YYYY_##.csv
Postsecondary Courses	#####_ps4_courses_YYYY_##.csv
Postsecondary Terms	#####_ps4_terms_YYYY_##.csv
Postsecondary Transcript	#####_ps4_transcript_YYYY_##.csv

Where	Represents
#####	IPEDS Institution ID
180902	Central Community College
181303	Metropolitan Community College
181312	Mid-Plains Community College
181765	Nebraska College of Technical Agriculture
181491	Northeast Community College
181640	Southeast Community College
181817	Western Nebraska Community College
180948	Chadron State College
181534	Peru State College
181783	Wayne State College
181215	University of Nebraska at Kearney
181464	University of Nebraska - Lincoln
181428	University of Nebraska Medical Center
181394	University of Nebraska at Omaha
YYYY	Academic Year Ending
##	Sequence number starting at 01. For each new submission within an academic year, the sequence number should increase by one integer. For example, if submitting files on a quarterly basis, the sequence number for the first quarter's file is identified as "01", the second quarter's file is "02", the third quarter's file is "03" and the fourth quarter's file is "04". If submitting only one file for the academic year, the sequence number is identified as "01".

## Data Element Names

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

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

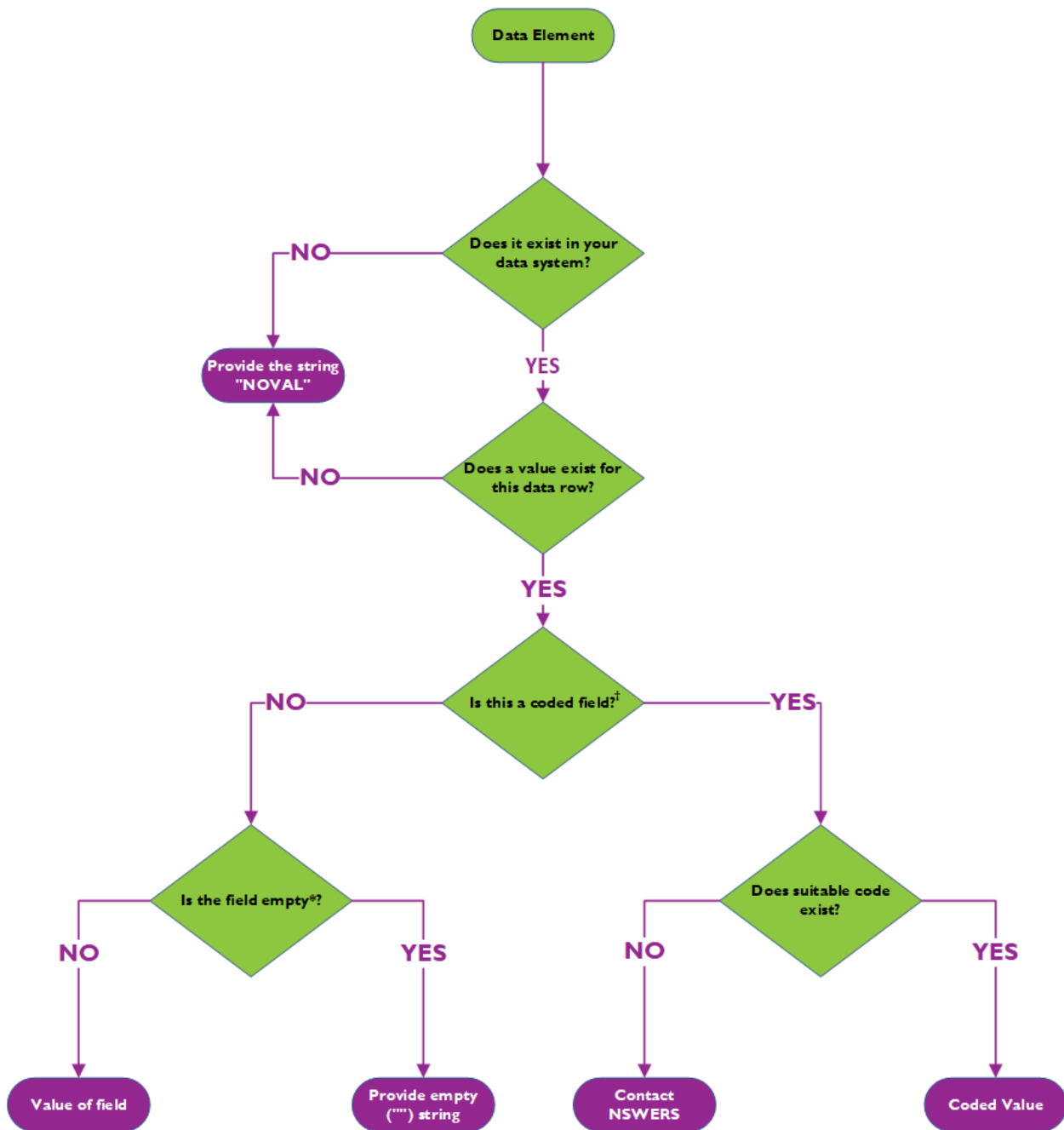
- An asterisk (\*) indicates the data element is a mandatory field. A non-blank or non-null value must be supplied in all mandatory fields for each record, or the data loading process will reject the record.
  - For all other data elements (i.e., nonmandatory), use the decision tree to determine the appropriate value.

- **NSWERS Field Name** represents the name of the data element commonly used by the Nebraska Statewide Workforce & Educational Reporting System (NSWERS).
- **File Specification** indicates the formal name of the file specification.
- **Field Name** indicates the formal name of the field within the file specification.
- **Field Number** indicates the position of the field within the file specification.

### Notes of Importance

- Where possible, historical values should be reported as they were provided during the original reporting term. If this is not possible, provide the value as it is currently stored in the system.
- Any values that contain a comma must be enclosed with double quotes.
- Data fields should be ordered in the same sequence as identified in this document.
- All files should be submitted in .csv format.

## Decision Tree: Reporting for Nonmandatory Data Elements



†The field is represented by a code in the data specifications (e.g. gender, GED Status, etc)

\*The field is blank or represented by a blank placeholder in your data system

## Postsecondary Enrollment

The Postsecondary Enrollment file collects demographic data for all students enrolled in courses (for credit AND/OR noncredit) during a particular term for the requested academic year(s).

**Note: Multiple records for an individual student will appear if the student was enrolled in more than one term – one record per term.**

### **\*Institution ID [Postsecondary Enrollment: Institution ID (1)]**

Provide the institution identifier (IPEDS Institution ID) in the format “#####”.

### **NDE Student ID [Postsecondary Enrollment: NDE Student ID (2)]**

Provide the 10-digit Nebraska Department of Education Student Identifier.

### **SSN [Postsecondary Enrollment: SSN (3)]**

Provide the student’s Social Security Number or Individual Taxpayer Identification Number (9 digits, no dashes, #####).

**VERIFY: SSN or ITIN is mandatory if Degree Seeking Flag = 1.**

### **\*Postsecondary Student ID [Postsecondary Enrollment: Postsecondary Student ID (4)]**

Provide the unique number used to identify an individual student at the institution. The Postsecondary Student ID will be included in verification reports to assist institution staff research and resolve data issues.

### **\*Postsecondary Term Code [Postsecondary Enrollment: Term (5)]**

Provide the institution-selected value representing the term during which this student was enrolled. Ignore session information, i.e., 2022 Summer Session 1 and 2022 Summer Session 2 would both be listed under the 2022 Summer term. Term values are specified via the Postsecondary Terms file [Postsecondary Terms: Postsecondary Term Code (3)].

**Verify: Valid** values are specified via the Postsecondary Terms file [Postsecondary Terms: Postsecondary Term Code (3)].

### **\*Last Name [Postsecondary Enrollment: Last Name (6)]**

Provide this student’s surname or name borne in common by members of a family.

### **\*First Name [Postsecondary Enrollment: First Name (7)]**

Provide this student’s name given to this individual at birth, baptism, or during another naming ceremony, or through legal change.

### **Middle Name [Postsecondary Enrollment: Middle Name (8)]**

Provide the middle name of this student. If full middle name is not available, provide middle initial, where possible.

### **Last Name Alias [Postsecondary Enrollment: Last Name Alias (9)]**

Provide the alternate surname if the student has an alternate name.

### **First Name Alias [Postsecondary Enrollment: First Name Alias (10)]**

Provide an additional first name used by this student as an alias. This field can be used to submit a student nickname or commonly used name that is different from their formal name.

### **Middle Name Alias [Postsecondary Enrollment: Middle Name Alias (11)]**

Provide the alternate middle name if the student has an alternate name.

### **\*Birthdate [Postsecondary Enrollment: Birth Date (12)]**

Provide the birthdate of this student in ISO format (YYYY-MM-DD).

**Verify: The data loading process will check for valid dates (e.g., values of 2004-02-30 and 2004-13-01 would be rejected as invalid).**

### **\*Gender [Postsecondary Enrollment: Gender Code (13)]**

Provide the code indicating the gender of this student.

Code	Description
F	Female
M	Male
X	Intersex and/or non-binary
U	Unknown/Undeclared

### **Hispanic Indicator [Postsecondary Enrollment: Hispanic Ethnicity Indicator (14)]**

Provide the code indicating if this student is identified with an ethnicity of Hispanic/Latino - a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

Code	Description
1	Yes
2	No

### **Race 1 Code [Postsecondary Enrollment: Race 1 Code (15)]**

Provide the code indicating this student's identified race.

Code	Description	Explanation of Use
------	-------------	--------------------

DC	Declined to Identify	A person who has not self-identified their race.
AM	American Indian/Alaska Native	A person having origins in any of the original peoples of North and South American (including Central America), and who maintains tribal affiliation or community attachment.
AS	Asian	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
BL	Black or African American	A person having origins in any of the black racial groups of Africa.
PI	Native Hawaiian or Other Pacific Islander	A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
WH	White	A person having origins in the any of the original peoples of Europe, the Middle East, or North Africa.
MTO	More than one	A special category for designating that the student has specified having origins in more than one of the above races, but did not specify which. This category can only be used for Race 1, and if it is used the remaining fields Race 2 through Race 5 must be blank.

- Race codes of students with multiple races can be provided in any order but those codes must be provided as described below
  - If two races are identified:
    - Race 1 Code [Postsecondary Enrollment: Race 1 Code (15)] and Race 2 Code [Postsecondary Enrollment: Race 2 Code (16)].
  - If three races are identified:
    - Race 1 Code [Postsecondary Enrollment: Race 1 Code (15)], Race 2 Code [Postsecondary Enrollment: Race 2 Code (16)] and Race 3 Code [Postsecondary Enrollment: Race 3 Code (17)].
  - If four races are identified:

- Race 1 Code [Postsecondary Enrollment: Race 1 Code (15)], Race 2 Code [Postsecondary Enrollment: Race 2 Code (16)], Race 3 Code [Postsecondary Enrollment: Race 3 Code (17)], and Race 4 Code [Postsecondary Enrollment: Race 4 Code (18)].
- If five races are identified:
  - In all five fields.

**Verify: Records containing the same race code value in more than one race field will be rejected by the data loading process.**

### **Race 2 Code [Postsecondary Enrollment: Race 2 Code (16)]**

Provide the code indicating this student's second identified race, otherwise leave blank. Refer to the codes listed in [Postsecondary Enrollment: Race 1 Code (15)].

### **Race 3 Code [Postsecondary Enrollment: Race 3 Code (17)]**

Provide the code indicating this student's third identified race, otherwise leave blank. Refer to the codes listed in [Postsecondary Enrollment: Race 1 Code (15)].

### **Race 4 Code [Postsecondary Enrollment: Race 4 Code (18)]**

Provide the code indicating this student's fourth identified race, otherwise leave blank. Refer to the codes listed in [Postsecondary Enrollment: Race 1 Code (15)].

### **Race 5 Code [Postsecondary Enrollment: Race 5 Code (19)]**

Provide the code indicating this student's fifth identified race, otherwise leave blank. Refer to the codes listed in [Postsecondary Enrollment: Race 1 Code (15)].

### **Marital Status [Postsecondary Enrollment: Marital Status (20)]**

Provide the code indicating the student's marital status.

Code	Description
S	Single
M	Married
E	Separated
W	Widowed
D	Divorced

### **First Generation Student [Postsecondary Enrollment: First Generation Flag (21)]**

Provide the code indicating the student's status as a first-generation postsecondary student.



Code	Description
1	Yes
2	No

### **High School Class Rank (Integer) [Postsecondary Enrollment: HS Class Rank (22)]**

Provide the student's high school class rank (integer).

### **High School Class Size (Integer) [Postsecondary Enrollment: HS Class Size (23)]**

Provide the student's high school class size (integer).

### **Cumulative High School GPA [Postsecondary Enrollment: HS GPA (24)]**

Provide the student's cumulative high school grade point average (GPA).

### **State of High School Graduation [Postsecondary Enrollment: State of High School Graduation (25)]**

Provide the code from Appendix C corresponding to the state in which this student graduated high school. For students still enrolled in high school, provide the code corresponding to the state in which the student's current high school is located.

### **GED Status [Postsecondary Enrollment: GED Status (26)]**

Provide the code indicating if this student completed a GED.

Code	Description
1	Yes
2	No

### **Education Level at Admission [Postsecondary Enrollment: Education at Admission (27)]**

Provide the code indicating the student's level of education at admission to the postsecondary institution.

Code	Description
1	Never attended college and 1st year undergraduate
2	Attended college before and 1st year undergraduate
3	2nd year undergraduate/sophomore

4	3rd year undergraduate/junior
5	4th year undergraduate/senior
6	5th year/other undergraduate
7	1st year graduate/professional
8	Continuing graduate/professional or beyond

### **Census Flag [Postsecondary Enrollment: Census Flag (28)]**

Provide the code indicating if this student was enrolled on the Census Date during the term used for IPEDS reporting applicable to this academic year. Provide the code indicating “Yes” if this student was enrolled on the IPEDS Census Date. Provide the code indicating “No” if the student was NOT enrolled during the IPEDS Census Date.

<b>Code</b>	<b>Description</b>
1	Yes
2	No

### **Full-Time Student Flag [Postsecondary Enrollment: Full-Time Student Flag (29)]**

Provide the code indicating if this student met the definition of a full-time student during this term. Full-time/part-time indicator based on number of credit hours student is enrolled for the semester.

IPEDS definition:

- Undergraduate – a student enrolled for 12 or more semester credits, or 12 or more quarter credits, or 24 or more contact hours a week each term.
- Graduate—A student enrolled for 9 or more semester credits, or 9 or more quarter credits, or a student involved in thesis or dissertation preparation that is considered full time by the institution.
- Doctor's degree – Professional practice – as defined by the institution.

<b>Code</b>	<b>Description</b>
1	Yes
2	No

### **First-Time Student Flag [Postsecondary Enrollment: First-Time Student Flag (30)]**

Provide the code indicating if this student met the definition of a first-time student during this term.

IPEDS definition:

- A student who has no prior postsecondary experience (except as noted below) attending any institution for the first time at the undergraduate level. This includes students enrolled in academic or occupational programs. It also includes students enrolled in the fall term who attended college for the first time in the prior summer term, and students who entered with advanced standing (college credits earned before graduation from high school).

Code	Description
1	Yes
2	No

### **Degree Seeking Flag [Postsecondary Enrollment: Degree Seeking Flag (31)]**

Provide the code indicating if this student met the definition of a degree-seeking student during this term, for the purposes of IPEDS reporting.

IPEDS definition:

- Students enrolled in courses for credit and recognized by the institution as seeking a degree, certificate, or other formal award. High school students also enrolled in postsecondary courses for credit are not considered degree/certificate-seeking. Note: all students eligible to receive federal student financial aid are considered degree/certificate seeking.

Code	Description
1	Yes
2	No

### **Primary Program One (major) [Postsecondary Enrollment: Primary Program (32)]**

Provide the CIP code for the student's primary program (major). Provide the six-digit CIP (Classification of Instructional Programs) code in the format ##.#### that identifies the student's primary instructional program (major). Refer to IPEDS reporting requirements for a list of valid CIP codes.

**VERIFY: CIP codes must be six-digits long in format ##.#### - leading and terminal zeros must be included, where applicable.**

### **Primary Program Two (major) [Postsecondary Enrollment: Primary Program (33)]**

If applicable, provide the CIP code for the student's second primary program (major). Provide the six-digit CIP (Classification of Instructional Programs)

code in the format **##.####** that identifies the student's second primary instructional program (major). Refer to IPEDS reporting requirements for a list of valid CIP codes.

**VERIFY: CIP codes must be six-digits long in format ##.#### - leading and terminal zeros must be included, where applicable.**

### **Secondary Program One (minor) [Postsecondary Enrollment: Secondary Program (34)]**

Provide the CIP code for the student's secondary program (minor). Provide the six-digit CIP (Classification of Instructional Programs) code in the format **##.####** that identifies the student's secondary instructional program (minor). Refer to IPEDS reporting requirements for a list of valid CIP codes.

**VERIFY: CIP codes must be six-digits long in format ##.#### - leading and terminal zeros must be included, where applicable.**

### **Secondary Program Two (minor) [Postsecondary Enrollment: Secondary Program (35)]**

Provide the CIP code for the student's second secondary program (minor). Provide the six-digit CIP (Classification of Instructional Programs) code in the format **##.####** that identifies the student's second secondary instructional program (minor). Refer to IPEDS reporting requirements for a list of valid CIP codes.

**VERIFY: CIP codes must be six-digits long in format ##.#### - leading and terminal zeros must be included, where applicable.**

### **Term Credit Hours Attempted [Postsecondary Enrollment: Term Credit Hours Attempted (36)]**

Provide the total number of credit hours this student attempted during this term in the format **##** or **##.#**. Term Credit Hours Attempted supports up to one decimal position. If more than one decimal position is provided, records will be rejected.

**VERIFY: Term Credit Hours Earned cannot exceed Term Credit Hours Attempted.**

### **Term Credit Hours Earned [Postsecondary Enrollment: Term Credit Hours Earned (37)]**

Provide the total number of credit hours this student earned during this term in the format **##** or **##.#**. Term Credit Hours Earned supports up to one decimal position. If more than one decimal position is provided, records will be rejected.

**VERIFY: Term Credit Hours Earned cannot exceed Term Credit Hours Attempted.**

**Term GPA [Postsecondary Enrollment: Term GPA (38)]**

Provide the grade point average (GPA) earned by this student calculated based only on courses during this term. This field accepts up to 3 decimals places.

## Postsecondary Academic Awards

The Postsecondary Academic Awards file collects a cumulative set of students granted postsecondary degrees, diplomas, or certificates for the requested academic year(s). Students receiving multiple awards will appear in the file multiple times, once per award.

**Note: A Postsecondary Enrollment record must first be submitted for each student appearing in a Postsecondary Academic Awards file or the data loading process will reject the record.**

### \*Institution ID [Postsecondary Academic Awards: Institution ID (1)]

Provide the institution identifier (IPEDS Institution ID) in the format “#####”.

### \*Postsecondary Student ID [Postsecondary Academic Awards: Postsecondary Student ID (2)]

Provide the unique number used to identify an individual student at the institution. The Postsecondary Student ID will be included in verification reports to assist institution staff research and resolve data issues.

### \*Award Date [Postsecondary Academic Awards: Award Date (3)]

Provide the date on which the academic award was granted, i.e. the date of graduation rather than the degree audit or conferred date. The data must be in ISO format (YYYY-MM-DD), or the data loading process will reject the record.

### \*Award Code [Postsecondary Academic Awards: Award Code (4)]

Provide the code that indicates the type of academic award granted.

Code	Description	Definition
1	Under1Yr	Postsecondary award, certificate, or diploma of less than 1 academic year: <ul style="list-style-type: none"> <li>• Less than 900 contact or clock hours</li> <li>• Less than 30 SEMESTER or TRIMESTER credit hours, or</li> <li>• Less than 45 QUARTER credit hours</li> </ul>
2	1-2Yr	Postsecondary award, certificate, or diploma of at least 1 but less than 2 academic years <ul style="list-style-type: none"> <li>• At least 900, but less than 1800 contact or clock hours, or</li> <li>• At least 30, but less than 60 SEMESTER or TRIMESTER credit hours</li> </ul>

		<ul style="list-style-type: none"> <li>At least 45, but less than 90 QUARTER hours</li> </ul>
3	Associate	Associate's Degree
4	2-4Yr	Between 2- and 4-Years Awards Postsecondary award, certificate, or diploma of (at least 2 but less than 4 academic years) <ul style="list-style-type: none"> <li>1800 contact or clock hours, or</li> <li>60 or more SEMESTER or TRIMESTER credit hours, or</li> <li>90 or more QUARTER credit hours</li> </ul>
5	Bachelor	Bachelor's Degree
6	Postbaccalaureate Certificate	
7	Master's Degree	
8	Post-master's Certificate	
17	Doctor's Degree - Research/Scholarship	
18	Doctor's Degree - Professional Practice	
19	Doctor's Degree - Other	

**\*Award CIP Code [Postsecondary Academic Awards: Award CIP Code (5)]**

Provide the six-digit (2022) CIP (Classification of Instructional Programs) code in the format ##.#### that identifies the instructional program specialty for which this award was granted. Refer to IPEDS reporting requirements for a list of valid CIP codes.

## Postsecondary Courses

The Postsecondary Courses file identifies the complete set of courses offered during the requested academic year(s).

### **\*Institution ID [Postsecondary Courses: Institution ID (1)]**

Provide the institution identifier (IPEDS Institution ID) in the format “#####”.

### **\*Academic Year Ending [Postsecondary Courses: Academic Year Ending (2)]**

Provide the literal academic year ending in the format “YYYY”. The academic year is understood as July 1 - June 30. For example, the value of the Academic Year Ending field for July 1, 2020 – June 30, 2021, would simply read: “2021”.

### **\*Postsecondary Term Code [Postsecondary Courses: Postsecondary Term Code (3)]**

Provide the institution-specific value representing the terms during the requested academic year.

**Verify: Valid** values are specified via the Postsecondary Terms file [Postsecondary Terms: Postsecondary Term Code (3)].

### **\*Course Code Subject [Postsecondary Courses: Course Code Subject (4)]**

Provide the institution’s own unique course code subject (up to 20 characters). For example, “HIST” for the course: History 101.

### **\*Course Code Number [Postsecondary Courses: Course Code Number (5)]**

Provide the institution’s own unique course code number (up to 20 characters). For example, “101” for the course: History 101.

### **Course Section [Postsecondary Courses: Course Section (6)]**

Provide the institution’s own unique course section (up to 20 characters). For example, “001” for the course: History 101, section 001.

### **Course Location [Postsecondary Transcript: Course Location (7)]**

Provide the institution’s own course location (city/campus) specific to the identified course, as listed in the course catalog.

### **\*Course Name [Postsecondary Courses: Course Name (8)]**

Provide the institution’s own course name specific to the identified course.

### **Secondary Course Name [Postsecondary Courses: Course Name (9)]**

Provide the secondary name specific to the identified course. This may be used to identify the content of a special topics course. For example, “History of Science” for the course: HIST 398 (Special Topics).



**\*Course Description [Postsecondary Courses: Course Description (10)]**

Provide the institution's own description for the course section (up to 1000 characters).

**\*Instructor ID [Postsecondary Courses: Instructor ID (11)]**

Provide the unique number used to identify an individual instructor at the institution. If multiple instructors are listed, provide the "primary" instructor for the course. The Instructor ID will be included in verification reports to assist institution staff research and resolve data issues.

## Postsecondary Terms

The Postsecondary Terms file identifies the complete set of academic terms for the requested academic year(s).

### **\*Institution ID [Postsecondary Terms: Institution ID (1)]**

Provide the institution identifier (IPEDS Institution ID) in the format “#####”.

### **\*Academic Year Ending [Postsecondary Terms: Academic Year Ending (2)]**

Provide the literal academic year ending in the format “YYYY”. The academic year is understood as July 1 - June 30. For example, the value of the Academic Year Ending field for July 1, 2020 – June 30, 2021, would simply read: “2021”.

### **\*Postsecondary Term Code [Postsecondary Terms: Postsecondary Term Code (3)]**

Provide the institution-specific value representing the terms during the academic year.

### **\*Start Date [Postsecondary Terms: Start Date (4)]**

Provide the date indicating when the term starts in ISO format (YYYY-MM-DD).

### **\*End Date [Postsecondary Terms: End Date (5)]**

Provide the date indicating when the term ends in ISO format (YYYY-MM-DD).

## Postsecondary Transcript

The Postsecondary Transcript file collects the course history for each student submitted in the Postsecondary Enrollment file during a particular term for the requested academic year(s).

### Note:

- **A Postsecondary Enrollment record must first be submitted for each student appearing in the Postsecondary Transcript file or the data loading process will reject the record.**
- **A Postsecondary Course record must first be submitted for each course appearing in the Postsecondary Transcript file or the data loading process will reject the record.**
- **A Postsecondary Terms record must first be submitted for each term appearing in the Postsecondary Transcript file or the data loading process will reject the record.**

### **\*Institution ID [Postsecondary Transcript: Institution ID (1)]**

Provide the institution identifier (IPEDS Institution ID) in the format “#####”.

### **\*Postsecondary Student ID [Postsecondary Transcript: Postsecondary Student ID (2)]**

Provide the unique number used to identify an individual student at the institution. The Postsecondary Student ID will be included in verification reports to assist institution staff research and resolve data issues.

### **\*Academic Year Ending [Postsecondary Transcript: Academic Year Ending (3)]**

Provide the literal academic year ending in the format “YYYY”. The academic year is understood as July 1 - June 30. For example, the value of the Academic Year Ending field for July 1, 2020 – June 30, 2021, would simply read: “2021”.

### **\* Postsecondary Term Code [Postsecondary Transcript: Course Term]**

Provide the institution-selected value representing the term during which the student was enrolled in this course.

**Verify: Valid values are specified via the Postsecondary Terms file [Postsecondary Terms: Postsecondary Term Code (3)].**

### **\*Course Code Subject [Postsecondary Transcript: Course Code Subject (5)]**

Provide the institution’s own unique course code subject (up to 20 characters).

**\*Course Code Number [Postsecondary Transcript: Course Code Number (6)]**

Provide the institution's own unique course code number (up to 20 characters).

**Course Section [Postsecondary Transcript: Course Section (7)]**

Provide the institution's own unique course section (up to 20 characters).

**Course Instruction Mode [Postsecondary Transcript: Course Instruction Mode (8)]**

Provide the code indicating the course instruction mode.

Code	Description	Definition
1	Hybrid (Face-to-Face and Online)	A course offering that depends on both academic technology and face-to-face contact as significant components of communication between student and instructor, and among students. One-third to two-thirds of the student/faculty and student/student contact time is online. The remaining communication is face-to-face – similar to a traditional class.
2	Online Only	A course offering in which the majority of the instruction occurs when the student and instructor are not in the same place. An online course uses academic technology to mediate most teaching and learning, but it may require up to two hours of face-to-face meetings within the term. These face-to-face class meetings may be used for activities such as orientation, special in-class presentations, or exams.
3	Traditional (Face-to-Face)	A course offering that depends on face-to-face contact such as lecture, discussion, demonstration, and direct exchange of materials as the

		primary method of communication. Face-to-face courses usually have a fixed day and time and are scheduled in a classroom, laboratory, or studio. However, courses with a TBA pattern, such as supervision, can also have an instruction mode of face-to-face. The majority of classes are scheduled in a face-to-face format.
--	--	---

**\*Course Type [Postsecondary Transcript: Course Type (9)]**

Provide the code for course type specific to the identified course.

Code	Description
0	Other
1	Lecture
2	Lab
3	Seminar
4	Activity
5	Independent Study
6	Practicum
7	Recitation
8	Clinical
9	Internship

**\*Course Credit Hours [Postsecondary Transcript: Course Credit Hours (10)]**

Provide a decimal indicating the number of credit hours earned for completing the specified course in the format #.## . Provide "0.0" for a course that does not offer credit.

**\*Course Grade Points [Postsecondary Transcript: Course Grade Points (11)]**

Provide a decimal indicating the number of grade points the student earned for completing this course in the format #.##.



## Appendix A – Change Summary

### Version 0.0.1

October 22, 2021

- Initial draft publication

### Version 0.0.2

January 25, 2022

- Revised draft publication

### Version 0.0.3

March 23, 2022

- Post-discussion revised draft publication
  - Align field codes more closely to how individual institutions store the data
- Split Files into 2yr and 4yr versions to reduce non-applicable fields
- Removed Fields with data quality issues (e.g. anticipated graduation date)
- Provide a code for non-mandatory field with missing data (e.g. NOVAL)
- Split transfer course records into separate file.

### Version 0.0.4

April 6, 2022

- Added decision tree resource for reporting on nonmandatory data elements
- Removed Postsecondary Instructor File
- Removed Postsecondary Transfer Courses File
- Removed Remedial Math data element from the Postsecondary Transcript File
- Removed Remedial Reading data element from the Postsecondary Transcript File

### Version 0.0.5

April 22, 2022

- Removed Parent's Highest Level of Education, Pell Grant Recipient, and Expected Family Contribution data elements

### Version 0.0.6

April 29, 2022

- Moved Instructor ID data element from Postsecondary Transcript File to Postsecondary Courses File





## Appendix B – File Layouts

### Postsecondary Enrollment

Key	Position	Name	Type	Length	Format
Y	1	Institution ID	Char	6	#####
	2	NDE Student ID	Char	10	
	3	SSN	Int	9	#####
Y	4	PS Student ID	Varchar	20	
Y	5	Postsecondary Term Code	Char	3	###
	6	Last Name	Varchar	25	
	7	First Name	Varchar	25	
	8	Middle Name	Varchar	25	
	9	Last Name Alias	Varchar	25	
	10	First Name Alias	Varchar	25	
	11	Middle Name Alias	Varchar	25	
	12	Birthdate	Date		YYYY-MM-DD
	13	Gender	Char	1	#
	14	Hispanic Indicator	Char	1	#
	15	Race1	Char	3	###
	16	Race2	Char	2	##
	17	Race3	Char	2	##
	18	Race4	Char	2	##
	19	Race5	Char	2	##
	20	Marital Status	Char	1	#
	21	First Gen Student	Char	1	#
	22	HS Class Rank	Int		
	23	HS Class Size	Int		
	24	Cumulative High School GPA	Decimal		#.##
	25	State of High School Graduation	Char	3	###
	26	GED Status	Char	1	
	27	Education Level at Admission	Char	1	
	28	Census Flag	Char	1	
	29	Full-Time Student Flag	Char	1	
	30	First-Time Student Flag	Char	1	
	31	Degree Seeking Flag	Char	1	
	32	Primary Program One	Char	7	###.####
	33	Primary Program Two	Char	7	###.####

	34	Secondary Program One	Char	7	##.####
	35	Secondary Program Two	Char	7	
	36	Term Credit Hours	Varchar	3	## or ##.#
	37	Term Credit Hours Earned	Varchar	3	## or ##.#
	38	Term GPA	Decimal		###

### Postsecondary Academic Awards

Key	Position	Name	Type	Length	Format
Y	1	Institution ID	Char	6	#####
Y	2	Postsecondary Student ID	Varchar	20	
	3	Award Date	Date		YYYY-MM-DD
	4	Award Code	Int		
	5	Award CIP Code	Char		##.####

### Postsecondary Courses

Key	Position	Name	Type	Length	Format
Y	1	Institution ID			#####
	2	Academic Year Ending	Date		YYYY
Y	3	Postsecondary Term Code	Varchar	10	
	4	Course Code Subject	Varchar	20	
	5	Course Code Number	Varchar	20	
	6	Course Section	Varchar	20	
	7	Course Location	Varchar	50	
	8	Course Name	Varchar	50	
	9	Secondary Course Name	Varchar	50	
	10	Course Description	Varchar	1000	
	11	Instructor ID	Varchar	20	

### Postsecondary Terms

Key	Position	Name	Type	Length	Format
Y	1	Institution ID	Char	6	#####
	2	Academic Year Ending	Int		YYYY
Y	3	Postsecondary Term Code	Varchar	10	
	4	Start Date			YYYY-MM-DD
	5	End Date			YYYY-MM-DD

## Postsecondary Transcript

Key	Position	Name	Type	Length	Format
Y	1	Institution ID			#####
Y	2	Postsecondary Student ID	Varchar	20	
	3	Academic Year Ending	Date		YYYY
	4	Postsecondary Term Code	Varchar	10	
	5	Course Code Subject	Varchar	20	
	6	Course Code Number	Varchar	20	
	7	Course Section	Varchar	20	
	8	Course Instruction Mode	Char	1	#
	9	Course Type	Char	1	#
	10	Course Credit Hours			##.
	11	Course Grade Points			##.

## Appendix C – Codes for “State of High School Graduation”

The following “State of High School Graduation” codes were adapted from the United States Postal Services abbreviation for states and possessions.

Location	Code
Unknown	10
Outside of United States	20
Alabama	AL
Alaska	AK
American Samoa	AS
Arizona	AZ
Arkansas	AR
California	CA
Colorado	CO
Connecticut	CT
Delaware	DE
District of Columbia	DC
Department of Defense Schools	DOD
Federated States of Micronesia	FM
Florida	FL
Georgia	GA
Guam	GU
Hawaii	HI
Idaho	ID
Illinois	IL
Indiana	IN
Iowa	IA
Kansas	KS
Kentucky	KY
Louisiana	LA
Maine	ME
Marshall Islands	MH
Maryland	MD
Massachusetts	MA
Michigan	MI
Minnesota	MN
Mississippi	MS
Missouri	MO
Montana	MT
Nebraska	NE
Nevada	NV
New Hampshire	NH
New Jersey	NJ
New Mexico	NM
New York	NY

North Carolina	NC
North Dakota	ND
Northern Mariana Islands	MP
Ohio	OH
Oklahoma	OK
Oregon	OR
Palau	PW
Pennsylvania	PA
Puerto Rico	PR
Rhode Island	RI
South Carolina	SC
South Dakota	SD
Tennessee	TN
Texas	TX
Utah	UT
Vermont	VT
Virgin Islands	VI
Virginia	VA
Washington	WA
West Virginia	WV
Wisconsin	WI
Wyoming	WY

## Appendix D – CIP Codes

The Classification of Instructional Programs (CIP) codes are provided by IPEDS (2020 version) and are available at:

<https://nces.ed.gov/ipeds/cipcode/browse.aspx?y=55>

# Exhibit A.

## WORKFORCE FILE SPECIFICATIONS

Student Match

Unemployment Insurance Quarterly Wage Records



Version 1.0.0  
May 24, 2022

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*NAICS Code [UI Quarterly Wage Records: NAICS Code (6)] .....	6
*Ownership Code [UI Quarterly Wage Records: Ownership Code (7)] .....	6
*Job Title [UI Quarterly Wage Records: Job Title (8)] .....	6
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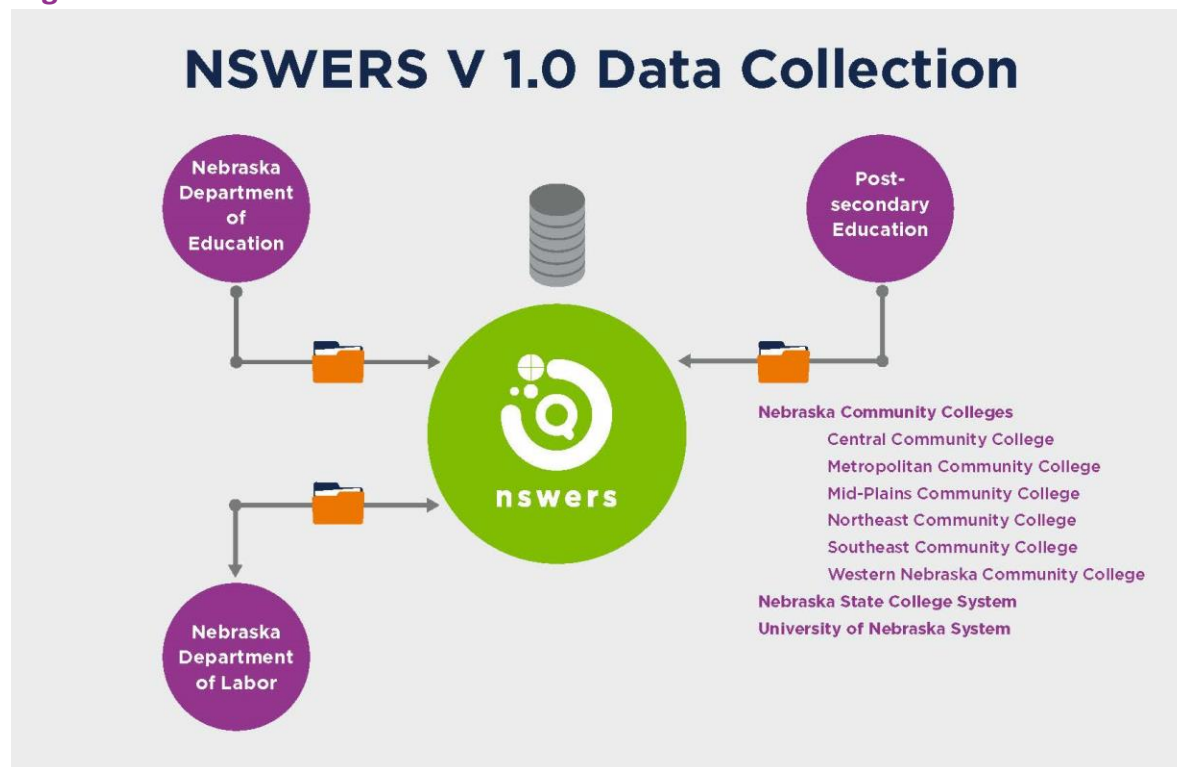
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## General Information

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

See Appendix B – File Layouts for field types and field lengths, and Appendix C for Data Workflow.

## High-Level Data Collection Workflow



## Scope

All students contained in the Student Match file provided to NDOL by NSWERS.

## File Names

### File Specification

### File Name

Student Match

Student\_YYYYMMDDHHMM.csv

UI Quarterly Wage Records

UI\_Wage\_Records\_YYYYMMDDHHMM.csv

**Where**

**Represents**

YYYYMMDDHHMM

Date and timestamp

### Data Element Names

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

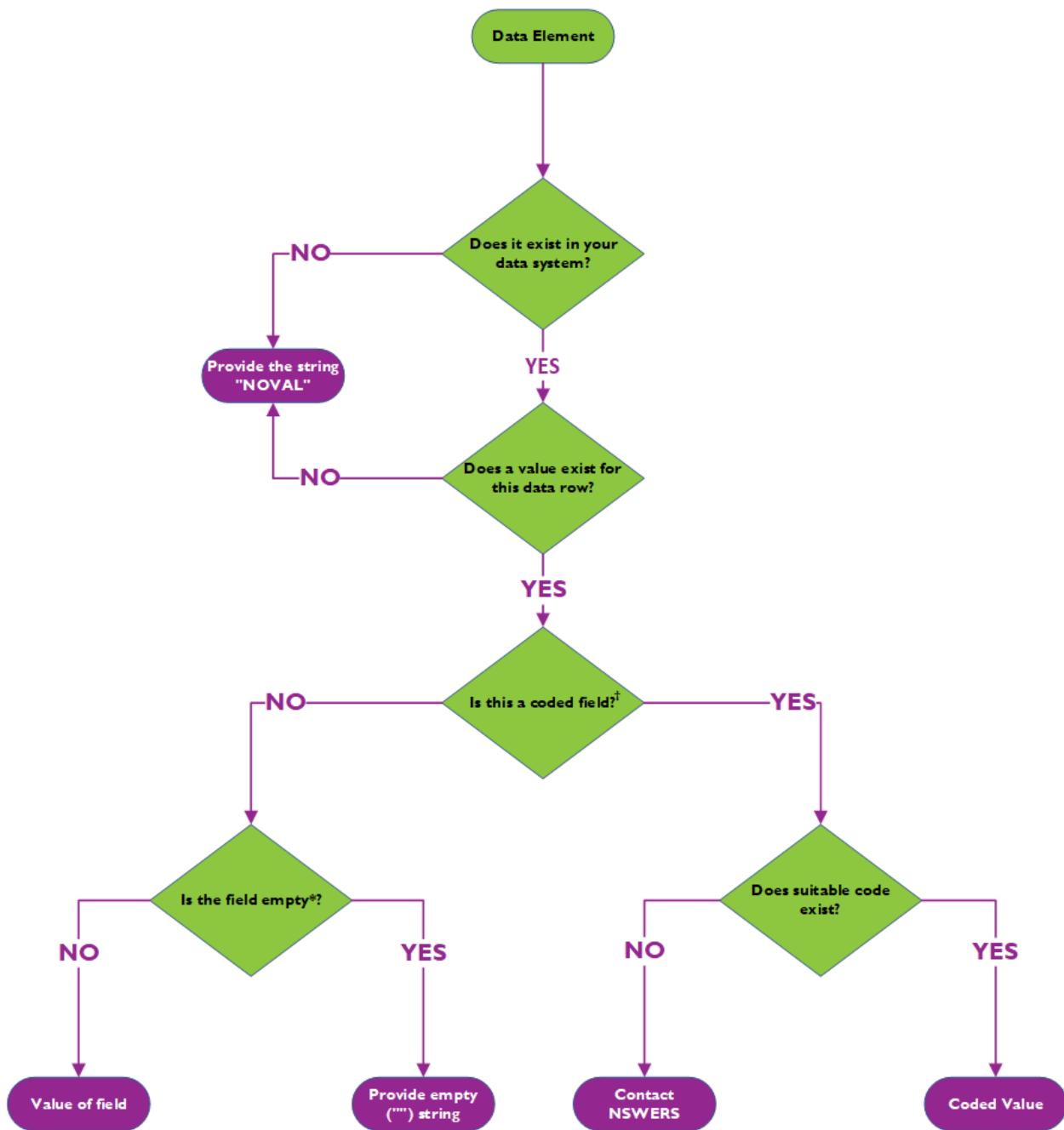
Format: \*NSWERS Field Name [File Specification: Field Name (Field Number)] where:

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

### Notes of Importance

- Where possible, historical values should be reported as they were provided during the original reporting term. If this is not possible, provide the value as it is currently stored in the system.
- Any values that contain a comma must be enclosed with double quotes.
- Data fields should be ordered in the same sequence as identified in this document.
- All files should be submitted in .csv format.

## Decision Tree: Reporting for Nonmandatory Data Elements



<sup>†</sup>The field is represented by a code in the data specifications (e.g. gender, GED Status, etc)

\*The field is blank or represented by a blank placeholder in your data system

## **Student Match**

The Student Match file supplies the necessary data elements for use in matching student education records to workforce records by the Nebraska Department of Labor (NDOL). The Student Match file is provided by NSWERS to NDOL.

### **\*SSN [Student Match: SSN (1)]**

The student's Social Security Number or Individual Taxpayer Identification Number (9 digits, no dashes, #####).

### **\*First Year and Quarter [Student Match: First Year and Quarter (2)]**

A 5-digit number (format: YYYYQ) indicating the first year and calendar quarter for UI quarterly wage record matching purposes.

### **\*Last Year and Quarter [Student Match: Last Year and Quarter (3)]**

A 5-digit number (format: YYYYQ) indicating the last year and calendar quarter for UI quarterly wage record matching purposes.

## Unemployment Insurance (UI) Quarterly Wage Records

The UI Quarterly Wage Records file collects matched workforce records for the students identified in the Student Match file. The UI Quarterly Wage Records file is provided by NDOL to NSWERS.

### **\*SSN [UI Quarterly Wage Records: SSN (1)]**

Provide the individual's Social Security Number or Individual Taxpayer Identification Number (9 digits, no dashes, #####).

### **Full Name [UI Quarterly Wage Records: Full Name (2)]**

Provide the individual's full name (Last and First).

### **Last Name [UI Quarterly Wage Records: Last Name (3)]**

Provide this individual's surname or name borne in common by members of a family.

### **First Name [UI Quarterly Wage Records: First Name (4)]**

Provide the name given to this individual at birth, baptism, or during another naming ceremony, or through legal change.

### **Total Quarterly Hours Paid [UI Quarterly Wage Records: Hours Paid (5)]**

Provide the individual's total number of hours paid for the quarter.

### **\*NAICS Code [UI Quarterly Wage Records: NAICS Code (6)]**

Provide the two digit North American Industry Classification System (NAICS) code of the individual's employer.

### **Ownership Code [UI Quarterly Wage Records: Ownership Code (7)]**

Provide the code indicating whether the individual's employer is classified as a government (local, state or national) entity or private business.

Code	Description
1	Federal Government
2	State Government
3	Local Government
4	Private Ownership

### **Job Title [UI Quarterly Wage Records: Job Title (8)]**

Provide a description of the individual's job title.

### **\*Employer ID [UI Quarterly Wage Records: Employer ID (9)]**

Provide the individual's encrypted, unique employer ID.

**\*Wages [UI Quarterly Wage Records: Wages (10)]**

Provide the individual's total quarterly wages.

**\*Year and Quarter [UI Quarterly Wage Records: Year and Quarter (11)]**

Provide the 5-digit number (format: YYYYQ) indicating a year and calendar quarter for the record provided.

## Appendix A – Change Summary

### Version 0.0.1

October 22, 2021

- Initial draft publication

### Version 0.0.2

April 25, 2022

- Revised draft publication

### Version 0.0.3

May 18, 2022

- Revised draft publication

## Appendix B – File Layouts

### Student Match

Key	Position	Name	Type	Length	Format
Y	1	SSN	Int	9	#####
	2	First Year and Quarter	Int	5	YYYYQ
	3	Last Year and Quarter	Int	5	YYYYQ

### UI Insurance Quarterly Wage Records

Key	Position	Name	Type	Length	Format
Y	1	SSN	Int	9	#####
	2	Full Name	Varchar	25	
	3	Last Name	Varchar	25	
	4	First Name	Varchar	25	
	5	Hours Paid	Decimal	4	##.##
	6	NAICS Code	Int	2	##
	7	Ownership Code	Char	1	#
	8	Job Title	Varchar	50	
	9	Employer ID	Varchar	25	
	10	Wages	Varchar	25	
	11	Year and Quarter	Int	5	YYYYQ



# Exhibit A.

## NSWERS INFORMATION & RESEARCH AGENDA

NSWERS Outcomes  
NSWERS Stages of Analysis  
Document Change Summary  
Research Construct Crosswalk



Version 1.0.0  
May 26, 2022

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## General Information

The NSWERS Information and Research Agenda provides a general overview of the information and research questions to be addressed by the NSWERS data system. Where the NSWERS File Specifications documents (i.e. K12, 2-Year Postsecondary, 4-Year Postsecondary, and Workforce File Specifications) outline the specific data elements collected from NSWERS partner/affiliate agencies and institutions, the Information and Research Agenda identifies how these data elements will be used for analysis.

## Variables and Constructs

Not all objects of research interest are directly measured or collected by NSWERS partner institutions. In education research, proxy variables have long been used to approximate something that is difficult to collect or measure, such as the use of GPA as a proxy for cognitive abilities or free/reduced lunch program participation as a proxy for economic status. Using data elements identified in the NSWERS File Specifications, NSWERS maps sets of variables into proxy/derived variables or *constructs* that can be used as units of analysis for various statistical procedures. For example, in the K12 realm, a primary outcome of interest is **On-Time High School Graduation**. This construct is inferred from a set of enrollment codes and timestamps from a logging system, rather than directly measured. While relatively straightforward to calculate, it is not directly provided. As perhaps a more ambiguous example, we are interested in how **Coursetaking Behavior** affects certain education and workforce outcomes, such as employment gap, graduation rates, or industry placement. Coursetaking behavior does not have a single definition, but rather is a cluster of concepts that may be inferred from a transcript log, such as calculating the number of STEM courses, the number of failed courses, or an interaction between course subject areas and academic performance.

At the end of this document (see Appendix B – Research Construct Crosswalk), we provide a crosswalk of the NSWERS data elements or field names contained in each of the four File Specification documents to the research constructs under investigation.

## Notes

Throughout this document, we enumerate a sample of the research questions to be examined at each stage of analysis. Every effort has been made to ensure these questions are representative of the analytic activity for each stage. Due to space constraints, however, we do provide an exhaustive list of every possible combination of research questions. Please see the crosswalk in Appendix B for a detailed reference of NSWERS research constructs and their related data elements. Research constructs are identified in **bold** typeface throughout this document.

## **NSWERS Outcomes**

NSWERS is currently focused on eight key longitudinal outcomes – four education and four workforce-related. The data elements identified in the NSWERS File Specifications are used to operationalize these eight outcomes in addition to the research constructs used to longitudinally analyze these outcomes across Nebraska’s education-workforce continuum.

### **Education Outcomes**

- High School Graduation
  - The percentage of high school students who graduate within four years.
- College Going
  - The percentage of high school graduates who attend a two-year or four-year postsecondary institution.
- Postsecondary Persistence
  - The percentage of postsecondary students who remain in a postsecondary institution.
- Postsecondary Graduation
  - The percentage of student who graduate from a postsecondary institution.

### **Workforce Outcomes**

- Employment Gap
  - The difference between the number of open jobs and the number of graduates prepared to fill those jobs.
- Time to Employment
  - The amount of time it takes for graduates to obtain employment.
- Industry Placement
  - The industries in which employees obtain employment.
- Industry Location
  - The location where employees obtain employment.

## NSWERS Stages of Analysis

NSWERS created a six-stage research framework used to analyze the eight NSWERS outcomes. This framework - known as the NSWERS Stages of Analysis - is strategically designed to embody a modern, flexible, scalable approach to analytic activity. What's more, it seeks to focus our work towards those research questions, methods and approaches that best support decision making. With each subsequent stage (e.g. moving from Explore to Describe or from Explain to Predict), research activity is characterized by:

- Increased complexity in the types of questions being asked
- Increased value provided to decision makers

### The Six Stages

- Explore
  - Examine what is known and the feasibility of additional research.
- Describe
  - Illustrate the characteristics of a population, situation, or phenomenon.
- Explain
  - Detail the reasons for a phenomenon occurring.
- Predict
  - Identify expected outcomes, consequences, costs, or effects.
- Forecast
  - Project expected outcomes into the future.
- Simulate
  - Model real-world situations to show the effect of changing conditions.

At the baseline level, explore-type questions describe the current state of research, both at an internal level and in academic literature more broadly. On the other side of the continuum, simulate-type questions provide a mechanism for understanding how education and workforce outcomes might change when inputs and processes in systems are modified. Each of the *stages* are presented more fully below, organized alongside a brief overview of the stage, including an illustrative (but not comprehensive) list of research questions, and methodological approaches appropriate for the analyses of each stage.

## Explore

Questions in the explore stage provide an overview and background of the current state of knowledge surrounding the factors that contribute to the education and workforce environment in Nebraska. These might include literature reviews, data dictionaries, feasibility reports, and auxiliary data that are relevant within and across educational settings. For example, one may be concerned with the so-called “skills gap” or “employment gap” in the state. The explore stage helps end-users of the NSWERS system, loosely defined to be those with decision making authority in the education space, to get on the same page with how outcomes, such as “employment gap” are defined, how they are measured, and what does the relevant literature say about how the outcome has been modified or improved in other locations, such as in pilot programs or through larger system-wide changes.

### Research Question Types

- What is already known about the NSWERS outcome?
- How is it best measured?
- Is the data already collected and accessible?
- If applicable, what proxy variables might be utilized or estimated?

### Included Research Constructs / Variables

Initially, any of the eight NSWERS outcomes will be a focus for the research products from this stage.

### Example Questions

- How is **Postsecondary Persistence** typically defined when used as an outcome in academic research or in a state or federal program evaluation context?
- How is **Employment Gap** measured? What are each of the data sources that contribute to its measurement and are they readily available to NSWERS for analysis?
- What pilot programs for manipulating **Industry Placement** of students (e.g. increasing the number of those in technology industries) have been attempted in other states?
  - Are there any common themes that differentiate successful programs from unsuccessful ones?
  - Did these programs have any successful manipulations, such as incentive programs or implementing unique training experiences?

### Methodological Approaches

Analyses in the explore stage will qualitatively review and summarize academic literature, white papers and documentation from external student longitudinal data systems, best practices documents, and may conduct and review stakeholder interviews to ensure a thorough understand of the outcomes and relevant variables.

## Describe

Analyses in the describe stage are concerned with single variable descriptive statistics and visualizations. These will be produced for the eight NSWERS outcomes but also for highly relevant and informative research constructs that provide an understanding of the historical and current state of the Nebraska's education system. For instance, an analysis in the describe stage may provide the percentage of students graduating high school on-time or a frequency distribution of high school students identifying in each of the commonly reported racial categories. Describe stage analyses will not typically provide information on conditional distributions (i.e., graduation rates conditional on gender or other variables), but do require grouping data on a set of pre-determined commonly defined cohorts like the Nebraska Department of Education's expected cohort graduation year and first-time, full-time undergraduate students.

### Research Question Types

- What are the summary characteristics of the NSWERS outcome?
- What are the summary characteristics of the common input and process variables?

### Included Research Constructs / Variables

The primary variables used in this stage are the eight education and workforce outcomes, but any generally informative input, process, or output variable may be visualized or analyzed.

### Example Research Questions

- What is the **College Going** rate for students from a specific Nebraska high school cohort?
- What percentage of college students are still enrolled in college one year after beginning (**Postsecondary Persistence**) among the entering cohort of first-time, full-time students of a given year?
- What percentage of high school students transferred schools or districts (**Student Transfer**) at any time after entering the 9<sup>th</sup> grade?
- What is the total number of students majoring in computer science/engineering/technology (**Academic Area**) among a specific cohort of college students?
- What percent of college students in a given cohort take 3 or more courses in mathematics (**Coursetaking Behavior**) in pursuit of their degree?
- What percent of high school students in a cohort participated in a career and technical education program related to Health Sciences (**Program Content Domain**)?

### Methodological Approaches

Analyses in the describe stage will conduct traditional univariate statistics for *describing* the distribution of outcome, input, and process variables of



interest. Many analyses will result in data visualizations that allow for understanding the magnitude of quantities that represent data categories. Statistics are also descriptive in nature, intending to calculate estimates of lower order distributional moments. The specific techniques that will be used are listed below. Note that approaches in the describe stage do not generally require statistical hypothesis testing.

#### Statistical Techniques

- Measures of central tendencies (mean, median, and mode)
- Measures of spread (variance, standard deviation, interquartile range, various quantiles)
- Measures of distribution (density estimation, KL divergence, Kolmogorov-Smirnov test)

#### Data Visualizations

- Bar chart
- Pie chart
- Line chart (outcome over time)
- Histogram
- Density Plot

## Explain

The explain stage provides analyses that answer bivariate research questions, such as those that provide estimates for value, rate, percentage, or frequency conditional on the value of a second variable. Analytic methods in this section will primarily be linear in nature, such as estimating cell/group means, regression coefficients, or correlations. Where appropriate, control variables may be included in a statistical model to demonstrate specific effects.

Analyses conducted in this stage will include traditionally applied research methodologies within education such as linear regression, mixed effects models, ANOVA, or other techniques. Visualizations may show trendlines grouped by relevant cross-sections of the data overlaid on a bivariate scatterplot, etc. Analyses in this stage provide benefit by aiding in the determination of research constructs and variables that are known to have either correlational or causal effects for the outcomes.

### Research Question Types

- How is the NSWERS outcome influenced by or related to other factors?
- How does that influence differ when accounting for additional variables?

### Included Research Constructs / Variables

The previously listed *outcome variables* serve as the predicted variable (e.g. the “y” variable in a multiple regression model). Any other appropriate research constructs will serve as *predictor* variables in the models, with variable selection being theory driven and informed by results of analyses from the explore stage.

### Example Questions

- What is the effect of **Academic Success** measures on **On-Time High School Graduation**?
- What is the effect of **Degree Subject Area** on **Time to Employment** when controlling for **Gender**, **Race**, and **Ethnicity**?
- How does **Dual Credit** impact **College Going** when controlling for **Academic Readiness**?
- Do differences in **Academic Load** and **Area of Study** predict differences in **Academic Performance**?
  - Does this have downstream effects on **Postsecondary Graduation**?
- What is the effect of **K12 Academic Engagement** on **Postsecondary Persistence**?

### Methodological Approaches

In the explain stage, we fit a series of statistical models to aid in understanding the effects of various inputs, processes, and outputs on the eight NSWERS Outcomes. These models are not necessarily focused on prediction, but instead simply getting a sense of “what works” and “what

doesn't." Of note in this stage is the calculation of standardized effect size measures, which do not apply to the univariate analyses of the previous stages and is more difficult for the (non-linear) prediction focused statistical models that are to be fit in the analyses occurring at later stages of analysis.

#### Statistical Techniques

- Linear Regression
- Mixed Effects models
- ANOVA
- Structural Equation Modeling (mediation and moderation)

#### Data Visualization

- Scatter Plot
- Stacked Bar Chart
- Grouped density plot

## Predict

The eponymous predict stage aims to identify expected outcomes, consequences, costs, or effects through fitting modern exploratory prediction models. Analyses in this stage look for key drivers that impact the NSWERS outcomes, taking special consideration for understanding the influence constructs/variables has on the outcome and control that decision makers have over those factors. Results from these analyses can be used to provide decision makers with information on thresholds at which input variables make the largest difference in the NSWERS outcomes.

### Research Question Types

- What is the probability of the NSWERS outcome occurring?
- What is the most/least likely outcome?
- How does this probability differ when accounting for additional variables?

### Included Research Constructs / Variables

In the predict stage, we still focus on the eight NSWERS outcomes, but using the research constructs (e.g. those listed in Appendix B) as predictor and clustering variables.

### Example Questions

- What are the patterns of high school and college **Coursetaking Behavior** that align most closely with 150%-time **Postsecondary Graduation**?
- What are relevant thresholds in **High School Progression** and **K12 Academic Success** that predict **College Going**?
- What clusters of interactions between **K12 Staff Demographics** and **K12 Student Demographics** are meaningful in predicting **On-Time High School Graduation**?
- What are the clusters of K12 variables (e.g. **At-risk Status, School Transfer Patterns, School Enrollment Size, Academic Readiness, First Generation Student**, or **Demographic Variables**) that suggest a student may require additional support to meet **Postsecondary Persistence** expectations?
- How does **Postsecondary Persistence, Academic Load**, and **Degree Subject Area** influence **Time to Employment**?

### Methodological Approaches

Analyses in the predict stage move beyond traditional/simple linear statistical models and into families of models that favor minimized out of sample prediction error over model interpretability. The models will typically require fine-tuning for use in the specific context but provide meta-parameters that aid in this fine-tuning. Use of these models will necessarily include basis expansion (i.e. non-linear transforms of the predictor variables) and

regularization (i.e. model constraints to prevent over-fitting and improve generalization).

#### Statistical Techniques

- Tree-Based machine learning algorithms (e.g. CART, Random Forest)
- Clustering (e.g. SVM, KNN, K-means)
- Change point analysis

## Forecast

The purpose of the forecast stage is to provide projections for necessary constructs into the future. These analyses may focus on the NSWERS outcomes or specific subsets of outcomes (e.g. how many students will graduate with at least two courses of postsecondary training in programming/software development over the next 3-5 years). Alternatively, analyses from this stage may provide forecasts for potential inputs or outputs of any of the education and workforce development systems.

### Research Question Types

- What is the probability of the NSWERS outcome projected over the next 3-5 years?

### Included Research Constructs / Variables

The primary research questions will focus on the eight key outcomes, but feasibly any questions regarding the change in inputs and outputs of the education system over time may be answered by this section.

### Example Questions

- How many postsecondary graduates will enter the workforce in Nebraska (**Industry Location**) over the next 5 years?
  - What is the expected breakdown of **Degree Subject Area** for these graduates?
- Does the probability of working in Nebraska depend on **Postsecondary Academic Success**?
- How many public K12 students will meet the minimum admission requirements (based on **K12 Coursetaking Behavior** and **Academic Readiness**) for a given postsecondary institution over the next 5 years?
- What percentage of a specific cohort will obtain a **Postsecondary Degree/Award** or **Industry Credential** 6 years after graduating from high school?
- How does **K12 Coursetaking Behavior** predict **Industry Placement** over the 3 – 5 years after educational exit?

### Methodological Approaches

The methodological approaches used in the forecast stage depend heavily on the nature of the data. A subset of the analytic techniques listed below are only appropriate for forecasts with a large number of data points, and certain models may have high prediction error in the presence of a random shock (e.g. such as a global pandemic).

#### Statistical Techniques

- Time series graphics
- Linear models
- Longitudinal mixed effects models (with time varying covariates)
- ARMA models

- Exponential Smoothing

## Simulate

The purpose of analyses in the simulate state is to model and predict how perturbations to the education and/or workforce development systems might impact the NSWERS outcomes variables down the line. For example, one may consider how increasing participation in a particular K12 program affects college going rates among that population. Knowing this, one may simulate increasing participation in that program and determine thresholds of diminishing returns for the purpose of setting targets. Naturally, decision makers will have to consider the costs and benefits of achieving those targets.

## Research Question Types

- How do simulated changes affect the probability of the NSWERS outcome?
- What set of conditions optimize the probability of the NSWERS outcome?

## Included Research Constructs / Variables

The NSWERS outcomes will be the object of each simulation model. That is, analyses in this stage will aid in understanding how changing education and workforce inputs and processes affect the NSWERS outcomes.

## Example Questions

- What is the effect of modifying **K12 FTE Staff** on student **On-Time High School Graduation**?
- How does increasing the proportion of students that have taken at least one course in computer programming/computer technology (**K12 Course Taking Behavior**) affect the number of Nebraska K12 students that go on to major in that **Degree Subject Area** at a postsecondary institution?
- How does increasing the proportion of out of state students (**State of High School Graduation**) affect the proportion of graduates that are working in Nebraska (**Industry Location**) 5 years after **Postsecondary Graduation**?
- How the changing **Course Offerings** over time affect **Coursetaking Behavior** in those **Course Subject Areas** over time?
- How does K12 **Gifted and Talented** status impact in-state **College Going**?
  - How does in-state **College Going** affect **Industry Location** specifically for this K12 subgroup?
- How does **K12 Career Education Program Participation** affect **Industry Location**?
  - Does student participation in these programs increase the probability of working in Nebraska (**Industry Location**) after educational exit?
  - What percentage of participation optimizes **Industry Placement** and **Industry Location**?



## Methodological Approaches

Analyses in the simulation stage require providing estimates given changes to education or workforce development inputs. Certain families of prediction/regression models may not be appropriate for these types of analysis, especially where dependence of the predictor variables is large. For example, one may estimate the effect of increasing a variable, but the difficulty of the act of manipulating that variable depends on patterns of other covariates in the model. NSWERS expects that sophistication of analyses in the simulation stage to evolve over time, but a list of useful statistical models is provided below. Generally, an initial approach will be to fit candidate models and generate samples from (conditional) posterior distributions and calculate summary statistics to serve as the estimate of the effect of input factor perturbation.

### Statistical Techniques

- Bayesian Network models
- Bayesian Copula Model
- Graphical Models
- MCMC Simulations

## **Appendix A – Change Summary**

### **Version 0.0.1**

May 24, 2022

- Initial draft publication

### **Version 1.0.0**

May 26, 2022

- Initial version publication

## Appendix B – Research Construct Crosswalk

### K12 File Specifications

File Name	NSWERS Field Name(s)	Research Construct
K12 Student	NDE Student ID, County District Number, School Number, School Year, SSN, Last Name, First Name, Middle Name, Generation Code, Last Name Alias, First Name Alias, Middle Name Alias, Generation Code Alias, Birthdate, Grade Level, Student Address: Street Number Name, Student Address: Apartment Room Suite Number, Student Address: City, Student Address: State Abbreviation, Student Address: Postal Code	Linking Variables
K12 Student	Gender	Gender
K12 Student	Hispanic Indicator	Hispanic Ethnicity
K12 Student	Race 1 Code, Race 2 Code, Race 3 Code, Race 4 Code, Race 5 Code	Race
K12 Student	EL Eligibility, EL Participation, EL Duration, Redesignated as English Fluent, Home Language Code	English Language Proficiency
K12 Student	County District Number, School Number, Student Address: Street Number Name, Student Address: Apartment Room Suite Number, Student Address: City, Student Address: State Abbreviation, Student Address: Postal Code	Spatiotemporal Location
K12 Student	Single Parent, Unaccompanied Homeless Youth Indicator, Highly Mobile Indicator	At-Risk Status
K12 Student	High Ability Learner Eligibility, High Ability Learner Participant	Gifted and Talented Status
K12 Student	Attended Preschool	Preschool Attendance
K12 Student	SPED Participation	Special Education Participation
K12 Student	Expected Graduation Year	On-Time High School Graduation
K12 Student	Foreign Exchange Student	Foreign Exchange Status

K12 Student	District of Residence, School of Residence	Residence Status
K12 Student	Full-Time Equivalency	School Assignment Allocation
K12 Student	Military Family Code	Military Family Status
K12 Staff Demographics	NDE Staff ID, School Year Ending	Linking Variables
K12 Staff Demographics	Gender	Staff Gender
K12 Staff Demographics	Hispanic Indicator	Staff Hispanic Ethnicity
K12 Staff Demographics	Race 1 Code, Race 2 Code, Race 3 Code, Race 4 Code, Race 5 Code	Staff Race
K12 Staff Demographics	Educational Attainment Code	Staff Education Level
K12 Staff Demographics	Total Experience	Staff Total Experience
K12 Staff Demographics	Primary Subject Area	Staff Primary Subject Area
K12 Staff Assignments	County District Number, School Number, NDE Staff ID, School Year Ending	Linking Variables
K12 Staff Assignments	Full-Time Equivalency	Staff Assignment Allocation
K12 Staff Assignments	County District Number, School Number, Assignment Date, Completion Date	Staff Spatiotemporal Location
K12 Staff Assignments	Experience At This District	Staff District Experience
K12 Enrollment	County District Number, School Number, School Year Ending, NDE Student ID	Linking Variables
K12 Enrollment	Enrollment Date, Enrollment Code	Enrollment Status
K12 Enrollment	Enrollment Date, Enrollment Code	On-Time High School Graduation
K12 Enrollment	Enrollment Date, Enrollment Code	School Transfer Patterns
K12 Enrollment	Enrollment Date, Enrollment Code	School Enrollment Size
K12 Enrollment	Enrollment Date, Enrollment Code, Residence Status	Spatiotemporal Location
K12 Enrollment	Enrollment Date, Enrollment Code, Grade Level	High School Progression
K12 Student Course Records	County District Number, School Number, School Year Ending, NDE Staff ID, NDE Student ID	Linking Variables
K12 Student Course Records	County District Number, School Number, NDE Staff ID	Multi-Level/Cluster/Grouping Variables

K12 Student Course Records	Semester, Local Course Code, Local Section Code, State Course Code, Course Delivery Model	K12 Coursetaking Behavior
K12 Student Course Records	Dual Credit	Earned/Attempted Dual Credit
K12 Student Course Records	Failed Course Flag, Course Grade	K12 Academic Success
K12 Statewide Assessment	County District Number, School Number, School Year Ending, NDE Student ID	Linking Variables
K12 Statewide Assessment	Assessment Date	Natural Experiment Indicator
K12 Statewide Assessment	Assessment Score, Proficiency Level	Academic Readiness
K12 Statewide Assessment	Assessment Name, Subject Name, Assessment Date, Assessment Target Grade Level, Reason Not Tested	Multi-Level/Cluster/Grouping Variables
K12 Career Education Programs	County District Number, School Number, School Year Ending, NDE Student ID	Linking Variables
K12 Career Education Programs	Career Education Programs Code	Career Education Program Content
K12 Career Education Programs	Career Education Participation Info Code	Depth of Career Education Program Participation
K12 Attendance	County District Number, School Number, School Year Ending, NDE Student ID	Linking Variables
K12 Attendance	Days Present, Days Absent	Academic Engagement

## 2-Year Postsecondary File Specifications

File Name	NSWERS Field Name(s)	Research Construct
Postsecondary Enrollment	Institution ID, NDE Student ID, SSN, Postsecondary Student ID, Term, Last Name, First Name, Middle Name, Last Name Alias, First Name Alias, Middle Name Alias, Birthdate	Linking Variables
Postsecondary Enrollment	Gender	Gender
Postsecondary Enrollment	Hispanic Indicator	Hispanic Ethnicity
Postsecondary Enrollment	Race 1 Code, Race 2 Code, Race 3 Code, Race 4 Code, Race 5 Code	Race
Postsecondary Enrollment	Marital Status	Marital Status
Postsecondary Enrollment	First Generation Student	First Generation Student

Postsecondary Enrollment	High School Class Rank, High School Class Size, GED Status	Academic Readiness
Postsecondary Enrollment	Census Flag, State of High School Graduation	Multi-Level/Cluster/Grouping Variables
Postsecondary Enrollment	First-Time Student Flag, Full-Time Student Flag, Degree Seeking Flag	Postsecondary Experience
Postsecondary Enrollment	Primary Program One (major), Primary Program Two (major)	Area of Study
Postsecondary Enrollment	Term Credit Hours Attempted	Academic Load
Postsecondary Enrollment	Term Credit Hours Attempted, Term Credit Hours Earned, Term GPA	Academic Performance
Postsecondary Academic Awards	Institution ID, Postsecondary Student ID	Linking Variables
Postsecondary Academic Awards	Institution ID	Degree Granting Institution
Postsecondary Academic Awards	Award Date, Award Code	Degree Completion
Postsecondary Academic Awards	Award Code	Degree Type
Postsecondary Academic Awards	Award CIP Code	Degree Subject Area
Postsecondary Courses	Institution ID, Postsecondary Term Code, Academic Year Ending	Linking Variables
Postsecondary Courses	Instructor ID	Multi-Level/Cluster/Grouping Variables
Postsecondary Courses	Course Code Subject, Course Code Number, Course Section, Course Name, Secondary Course Name, Course Description	Course Offerings/Availability
Postsecondary Courses	Course Location	Course Accessibility
Postsecondary Courses	Course Weight/REU Factor	Course Type
Postsecondary Courses	Course Name, Secondary Course Name, Course Description	Transcript Details
Postsecondary Terms	Institution ID, Postsecondary Term Code, Academic Year Ending	Linking Variables
Postsecondary Terms	Start Date, End Date	Spatiotemporal Location
Postsecondary Transcript	Institution ID, Postsecondary Student ID, Academic Year Ending, Postsecondary Term Code, Course Code Subject, Course Code Number, Course Section	Linking Variables
Postsecondary Transcript	Postsecondary Term Code, Course Code Subject, Course	Coursetaking Behavior

	Code Number, Course Instruction Mode, Course Type	
Postsecondary Transcript	Course Credit Hours, Course Grade Points, Remedial Course Math Flag, Remedial Course English Flag	Academic Success

#### 4-Year Postsecondary File Specifications

File Name	NSWERS Field Name(s)	Research Construct
Postsecondary Enrollment	Institution ID, NDE Student ID, SSN, Postsecondary Student ID, Term, Last Name, First Name, Middle Name, Last Name Alias, First Name Alias, Middle Name Alias, Birthdate	Linking Variables
Postsecondary Enrollment	Gender	Gender
Postsecondary Enrollment	Hispanic Indicator	Hispanic Ethnicity
Postsecondary Enrollment	Race 1 Code, Race 2 Code, Race 3 Code, Race 4 Code, Race 5 Code	Race
Postsecondary Enrollment	Marital Status	Marital Status
Postsecondary Enrollment	First Generation Student	First Generation Student
Postsecondary Enrollment	High School Class Rank, High School Class Size, GED Status	Academic Readiness
Postsecondary Enrollment	Census Flag, State of High School Graduation	Multi-Level/Cluster/Grouping Variables
Postsecondary Enrollment	First-Time Student Flag, Full-Time Student Flag, Degree Seeking Flag	Postsecondary Experience
Postsecondary Enrollment	Primary Program One (major), Primary Program Two (major)	Area of Study
Postsecondary Enrollment	Term Credit Hours Attempted	Academic Load
Postsecondary Enrollment	Term Credit Hours Attempted, Term Credit Hours Earned, Term GPA	Academic Performance
Postsecondary Academic Awards	Institution ID, Postsecondary Student ID	Linking Variables
Postsecondary Academic Awards	Institution ID	Degree Granting Institution
Postsecondary Academic Awards	Award Date, Award Code	Degree Completion
Postsecondary Academic Awards	Award Code	Degree Type
Postsecondary Academic Awards	Award CIP Code	Degree Subject Area

Postsecondary Courses	Institution ID, Postsecondary Term Code, Academic Year Ending	Linking Variables
Postsecondary Courses	Instructor ID	Multi- Level/Cluster/Group ing Variables
Postsecondary Courses	Course Code Subject, Course Code Number, Course Section, Course Name, Secondary Course Name, Course Description	Course Offerings/Availabilit y
Postsecondary Courses	Course Location	Course Accessibility
Postsecondary Courses	Course Name, Secondary Course Name, Course Description	Transcript Details
Postsecondary Terms	Institution ID, Postsecondary Term Code, Academic Year Ending	Linking Variables
Postsecondary Terms	Start Date, End Data	Spatiotemporal Location
Postsecondary Transcript	Institution ID, Postsecondary Student ID, Academic Year Ending, Postsecondary Term Code, Course Code Subject, Course Code Number, Course Section	Linking Variables
Postsecondary Transcript	Postsecondary Term Code, Course Code Subject, Course Code Number, Course Instruction Mode, Course Type	Coursetaking Behavior
Postsecondary Transcript	Course Credit Hours, Course Grade Points	Academic Success

## Workforce File Specifications

File Name	NSWERS Field Name(s)	Research Construct
Student Match	SSN	Linking Variables
Unemployment Insurance Quarterly Wage Records	SSN, Full Name, First Name, Last Name	Linking Variables
Unemployment Insurance Quarterly Wage Records	Total Quarterly Hours Paid, Wages, Year and Quarter	Time to Employment
Unemployment Insurance Quarterly Wage Records	NAICS Code, Ownership Code	Industry Placement
Unemployment Insurance Quarterly Wage Records	Wages, Year and Quarter	Wages
Unemployment Insurance Quarterly Wage Records	Job Title	Employment Gap
Unemployment Insurance Quarterly Wage Records	Employer ID	Multi- Level/Cluster/Grouping Variables





# Nebraska Statewide Workforce & Educational Reporting System (NSWERS) Security & Access Policies

*DRAFT - Updated January 19, 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). The NSWERS data system contains administrative data from state agencies, local governments, and non-profit organizations necessary for a comprehensive, sustainable, and robust lifelong learning and workforce longitudinal data system. NSWERS maintains separate data sharing agreements with each Data Contributing Agency.

The NSWERS data system is managed by NSWERS in accordance with state and federal laws and regulations including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Individuals with Disabilities Education Act (IDEA), the Protection of Pupil Rights Amendment (PPRA), and the National School Lunch Act (NSLA). All of these laws and policies are essential to maintaining the confidentiality of individual records as they are collected and maintained at the NSWERS. Changes and additions to federal and state laws and regulations are periodically reviewed to determine whether this policy complies.

As an organization entrusted with sensitive data, NSWERS prioritizes data privacy and security. NSWERS data shall only be accessed for the legitimate business of NSWERS and as required in the performance of job functions. Under no circumstances are data released or disclosed without prior approval from the NSWERS Executive Council in accordance with the NSWERS Data Sharing & Management Policies & Procedures.

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## Purpose

This policy statement outlines security policies that Nebraska Statewide Workforce & Educational Reporting System (NSWERS) follows, in addition to policies maintained by the University of Nebraska (“NU”) Information Technology Services (“ITS”). It establishes and defines the roles and responsibilities of users who are granted access to the NSWERS data system and the acceptable use thereof.

## Scope

This document focuses on the layers of technology 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.

NSWERS employs controls to ensure the integrity, privacy, and security of the NSWERS data system and to prevent the unauthorized use, release, or disclosure thereof. Standards detailing the policies and procedures for the secure transfer, storage, and use are based on the Security and Privacy Controls for Information Systems and Organization issued by the U.S. Department of Commerce, National Institute of Standard and Technology (NIST Special Publication 800-53 Revision 5 or superseding versions). All changes or amendments to these policies require approval of the NSWERS Executive Council.

## Contents and Ownership

NSWERS data Contributing Agencies (“Contributing Agencies”) retain ownership of their data. NSWERS functions as the custodian of these data. NSWERS data cannot be released or disclosed except as expressly authorized under applicable federal and state law and with the Data Contributing Agency’s consent.

The NSWERS data system contains administrative data from:

- 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 Colleges System (NSCS),

- the University of Nebraska System (NU), and
- the Nebraska Department of Labor (NDOL).

## Data Transfer

Transfers between NSWERS and data Contributing Agencies use the secure NSWERS web portal (i.e., insights+) and Secure File Transfer Protocol (SFTP). In transfer, data are encrypted and conform to Federal Information Processing Standard (FIPS) 140-2 or superseding versions. NSWERS uses multiple secure data transfer methods depending on the requirements or preferences of the Data Contributing Agency.

## Data Storage

In reference to NU Executive Memoranda 41 and 42, NSWERS voluntarily 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 and backed up for redundancy. The underlying infrastructure is reviewed quarterly, 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.

NSWERS complies with destruction requests from Data Contributing Agencies.

External and public-facing applications 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.

## Data Access

Access to the NSWERS data system is restricted to only authorized individuals. 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).

## NSWERS Staff

NSWERS staff are granted privileges consistent with their responsibilities to access NSWERS data

and only after completing the NSWERS-required privacy and security training. All NSWERS staff are trained on NSWERS and NU security policies and procedures. NSWERS staff are required to have knowledge of and to adhere to the regulations of these policies and procedures as well as the Family Educational Rights and Privacy Act (FERPA). NSWERS staff must have an active Human Subject's Research Certificate.

NSWERS staff exercise due care in accessing NSWERS data to protect it from unauthorized access, use, disclosure, release, alteration, or destruction. Only authorized NSWERS staff may access identifiable data. 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 (such as name, address, date of birth, social security number).

- **Executive Director** requires access to identifiable data to perform his or her job responsibilities: to fulfill oversight/supervisory expectations.
- **Assistant Director for IT Applications Development** requires access to identifiable data to perform his or her job responsibilities: to import and link data as well as to validate that process.

Only authorized NSWERS staff may access deidentified, but individual level data. For the purposes of this policy, deidentified but individual level data means information that alone or in combination is linked or linkable to a specific individual, but due to masking, does not allow a reasonable person to identify the individual with reasonable certainty.

- **Assistant Director for Research & Evaluation** requires access to deidentified, individual level data to perform their job responsibilities: to prepare data for import, to clean and analyze data, and to troubleshoot potential linkage problems.
- **Data Scientist** requires access to deidentified, individual level data to perform their job responsibilities: to prepare data for import, to clean and analyze data, and to troubleshoot potential linkage problems.
- All other NSWERS staff may access deidentified but individual level data only with written authorization by the NSWERS Executive Director for a legitimate business need, for a defined time period, while under the supervision of an NSWERS Assistant Director.

### Data Contributing Agencies

Data Contributing Agencies consist of any state agency, local government, or nonprofit organization providing data to NSWERS. Data Contributing Agencies also refers to vendors providing data on behalf of a state agency, local government, or nonprofit organization. Data Contributing Agencies maintain ownership of their data, and their data cannot be released or disclosed without approval of the NSWERS Executive Council as described in the NSWERS Data Sharing & Management Policy and Procedures. Vendors providing data on behalf of a state agency, local government, or nonprofit

organization are not assumed to retain ownership rights over the data unless specified in a data sharing agreement or memorandum of understanding.

Data Contributing Agencies may request their agency information returned or destroyed. Data Contributing Agencies may request to have their data linked with another Contributing Agency's data and then to have the linked Agency Information returned. These requests are governed by the NSWERS Executive Council as described in the NSWERS Data Sharing & Management Policy and Procedures.

### **Third Parties**

A Third Party, meaning an individual or entity that is not a Data Contributing Agency, may request data, whether aggregate or individual level, from the NSWERS data system. Decisions related to the fulfillment of these requests are governed by the NSWERS Executive Council as described in the NSWERS Data Sharing & Management Policy and Procedures.

### **Data Retention**

NSWERS will retain agency information consistent with data sharing agreements executed with each Data Contributing Agency, and not for more than twenty years. Agency 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.

### **Incident Management**

Should a data breach or cybersecurity event occur, NSWERS immediately informs NU ITS personnel and follows the University'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 NSWERS data in violation of this policy shall be subject to appropriate disciplinary action.

# **Nebraska Statewide Workforce & Educational Reporting System**

(A Component Unit of the University of Nebraska)

Independent Auditor's Reports and Financial Statements

June 30, 2022



**Nebraska Statewide Workforce & Educational  
Reporting System**  
**(A Component Unit of the University of Nebraska)**  
**June 30, 2022**

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## **Independent Auditor's Report**

Board of Directors  
Nebraska Statewide Workforce & Educational  
Reporting System  
Lincoln, Nebraska

### ***Opinions***

We have audited the accompanying financial statements of the governmental activities and the major fund of the Nebraska Statewide Workforce & Educational Reporting System (NSWERS), a component unit of the University of Nebraska, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise NSWER's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the Nebraska Statewide Workforce & Educational Reporting System, as of June 30, 2022, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America

### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are required to be independent of NSWERS and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about NSWERS' ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of NSWERS' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about NSWERS' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinions on the basic financial statements are not affected by this missing information.

**FORVIS, LLP**

Lincoln, Nebraska  
December 16, 2022

# Nebraska Statewide Workforce & Educational Reporting System

(A Component Unit of the University of Nebraska)  
**Governmental Fund Balance Sheet/Statement of Net Position**  
**June 30, 2022**

	NSWERS Project Fund	Adjustments (Note 1)	Statement of Net Position
<b>Assets</b>			
Contributions receivable, net	\$ 672,749	\$ -	\$ 672,749
Prepaid expenses	38,876	-	38,876
Total assets	<u>\$ 711,625</u>	<u>-</u>	<u>711,625</u>
<b>Liabilities</b>			
Accounts payable	\$ 3,727	-	3,727
Due to the University of Nebraska	125,759	-	125,759
Compensated absences	-	60,229	60,229
Total liabilities	<u>129,486</u>	<u>60,229</u>	<u>189,715</u>
<b>Deferred Inflows of Resources</b>			
Unavailable revenues	<u>672,749</u>	<u>(672,749)</u>	<u>-</u>
<b>Fund Balance/Net Position</b>			
Fund Balance			
Unassigned	<u>(90,610)</u>	<u>90,610</u>	<u>-</u>
Total fund balance	<u>(90,610)</u>	<u>90,610</u>	<u>-</u>
Total liabilities, deferred inflows of resources and fund balance	<u><u>\$ 711,625</u></u>		
<b>Net Position</b>			
Unrestricted		<u>521,910</u>	<u>521,910</u>
Total net position		<u><u>\$ 521,910</u></u>	<u><u>\$ 521,910</u></u>

**Nebraska Statewide Workforce & Educational  
Reporting System**  
(A Component Unit of the University of Nebraska)  
**Statement of Governmental Fund Revenues, Expenditures and  
Changes in Fund Balance/Statement of Activities**  
**Year Ended June 30, 2022**

	<b>NSWERS Project Fund</b>	<b>Adjustments (Note 1)</b>	<b>Statement of Activities</b>
<b>Expenditures/Expenses</b>			
Compensation and benefits	\$ 634,143	\$ 38,271	\$ 672,414
Supplies and services	251,935	-	251,935
Total expenditures/expenses	<u>886,078</u>	<u>38,271</u>	<u>924,349</u>
<b>Program Revenues</b>			
Contributions	921,432	(237,308)	684,124
Total program revenues	<u>921,432</u>	<u>(237,308)</u>	<u>684,124</u>
<b>General Revenues</b>			
Interest income	4,014	-	4,014
Total general revenues	<u>4,014</u>	<u>-</u>	<u>4,014</u>
Revenues in excess of expenditures	39,368	(39,368)	-
<b>Change in Net Position</b>	-	(236,211)	(236,211)
<b>Fund Balance/Net Position</b>			
Beginning of Year	(129,978)	888,099	758,121
End of Year	<u>\$ (90,610)</u>	<u>\$ 612,520</u>	<u>\$ 521,910</u>

# **Nebraska Statewide Workforce & Educational Reporting System**

**(A Component Unit of the University of Nebraska)**

**Notes to Financial Statements**

**June 30, 2022**

## **Note 1: Nature of Operations and Summary of Significant Accounting Policies**

### ***Nature of Operations***

The Nebraska Statewide Workforce & Educational Reporting System (NSWERS) was created in 2019 as a joint entity pursuant to the Interlocal Cooperation Act of the State of Nebraska. NSWERS was created to provide optimized and secured access to accurate and reliable longitudinal student information to analysts and researchers to discover those policies, processes, and practices across students' academic involvement and transition into the workforce that best improve student outcomes. NSWERS shall engage in activities including, but not limited to, overseeing and directing the operations, maintenance, and reporting of student data from the prekindergarten through postsecondary and workforce data warehouses.

NSWERS was created in collaboration by and among the following public agencies (the Parties):

Nebraska State Board of Education (Board of Education)  
Board of Regents of the University of Nebraska (University)  
Board of Trustees of the Nebraska State Colleges (State Colleges)  
Board of Governors of Central, Mid-Plains, Metropolitan, Northeast, Southeast and  
Western Community Colleges (Community Colleges)

These Parties have further entered into a Memorandum of Understanding to share student data for the purpose of evaluation of and research related to public prekindergarten, elementary, secondary, and postsecondary education to improve education in Nebraska.

### ***Reporting Entity***

As required by accounting principles generally accepted in the United States of America, these basic financial statements present the financial activities of NSWERS. NSWERS follows the Governmental Accounting Standards Board (GASB) accounting pronouncements, which provide guidance for determining the governmental activities, organizations, and functions that should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency.

NSWERS is not financially accountable for any other organization. Under current GASB pronouncements, NSWERS has been determined to be a component unit of the University of Nebraska – the primary government. As such, NSWERS' financial results are included as a custodial fund within the University of Nebraska's Annual Comprehensive Financial Report.

# **Nebraska Statewide Workforce & Educational Reporting System**

**(A Component Unit of the University of Nebraska)**

**Notes to Financial Statements**

**June 30, 2022**

## **Note 1: Nature of Operations and Summary of Significant Accounting Policies - Continued**

### ***Measurement Focus, Basis of Accounting, and Financial Statement Presentation***

The government-wide financial statements (*i.e.*, the statement of net position and the statement of activities) report information on all of NSWERS' financial activities. Governmental activities are normally supported by nonoperating revenues and contributions which are reported as general revenues.

The government-wide financial statements are presented using the total economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recognized when a liability is incurred, regardless of the timing of the related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, the operating statement presents increases and decreases in current assets, net of liabilities, and unassigned fund balance is a measure of available spendable resources. This means that only current liabilities are generally included on the governmental fund balance sheet.

The statement of net position does not equal the governmental funds balance sheet at June 30, 2022, due to compensated absences and unavailable revenues that are not payable from available spendable resources in the statement of net position.

Under the modified accrual basis of accounting, revenues are recognized as soon as they are both measurable and available. Measurable means the amount of the transaction can be determined; available means collectible within the current period, or soon enough thereafter, to pay liabilities of the current period. Revenues are considered to be available if collected within 60 days after year end. Expenditures are recorded when the related fund liability is incurred and is expected to be paid from available spendable resources.

### ***Fund Accounting***

The accounts of NSWERS are organized on the basis of funds. The operations of NSWERS are accounted for with a set of self-balancing accounts that comprise its assets, liabilities, deferred inflows of resources, fund equity, revenues and expenditures. Resources are allocated to and accounted for in the NSWERS Project Fund based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

The major fund presented in the accompanying basic financial statements is the NSWERS Project Fund. The NSWERS Project Fund is NSWERS' only fund and is used to account for general operational activities.

# **Nebraska Statewide Workforce & Educational Reporting System**

**(A Component Unit of the University of Nebraska)**

**Notes to Financial Statements**

**June 30, 2022**

## **Note 1: Nature of Operations and Summary of Significant Accounting Policies - Continued**

### ***Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities and deferred inflows of resources and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues, expenses and other changes in net position during the reporting period. Actual results could differ from those estimates.

### ***Contributions Receivable***

Certain Parties to the agreement establishing NSWERS have formally committed funding to NSWERS in future years. Revenue is recognized when an unconditional promise to pay is received and all eligibility requirements have been met. In the absence of such promise, revenue is recognized when the contribution is received. NSWERS has recorded these future commitments as contributions receivable on the governmental fund balance sheet/statement of net position at the discounted present value of the future payments to be received from the Parties. Contributions receivable at June 30, 2022 are owed from the University and Metropolitan Community College.

### ***Due to the University of Nebraska***

The University of Nebraska administers the finances of NSWERS and any resulting cash balance is included in the University's pooled cash balances. At June 30, 2022, NSWERS incurred and paid expenditures in excess of amounts received in the amount of \$125,759. This amount is presented as due to the University of Nebraska and will be settled through future receipts from the Parties.

### ***Compensated Absences***

Individuals performing administrative services on behalf of NSWERS are employees of the University of Nebraska, and such services are performed through a Service Agreement entered into between NSWERS and the University of Nebraska. Under this Service Agreement, employees of the University perform services for NSWERS under a contractual relationship and these employees will be governed by the employment policies and practices of the University. NSWERS is responsible for the compensation, insurance, benefits, and any other labor costs associated with University employees performing services on behalf on NSWERS. The balance of accrued compensated absences represents the accrued benefits these employees have earned through University policies, that NSWERS is responsible for paying to the University in future periods.



# Nebraska Statewide Workforce & Educational Reporting System

(A Component Unit of the University of Nebraska)

Notes to Financial Statements

June 30, 2022

## Note 1: Nature of Operations and Summary of Significant Accounting Policies - Continued

### ***Fund Balance Classification***

Fund balances are shown only in the governmental fund financial statements. In accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund-Type Definitions*, fund balance is required to be classified into four components – nonspendable, restricted, committed and/or assigned. These classifications are defined as follows:

***Nonspendable*** - includes fund balance amounts that cannot be spent either because it is not in spendable form or because of legal or contractual restraints.

***Restricted*** - includes fund balance amounts that are constrained for specific purposes as stipulated by constitution; external resource providers, such as donors or creditors; or through enabling legislation.

***Committed*** - includes fund balance amounts that can be used only for the specific purposes determined by a formal action of NSWERS' highest level of decision-making authority.

***Assigned*** - includes fund balance amounts that are not classified as either nonspendable, restricted, or committed.

When expenditures are incurred for purposes for which amounts in more than one category of fund balance are available for use, it is NSWERS' policy to use the restricted amounts first, followed by the committed and assigned amounts.

### ***Net Position Classification***

Net position is required to be classified into three components - net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

***Net investment in capital assets*** - consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets, if any, or related debt also should be included in this component of net position. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of net investment in capital assets. NSWERS has no net position meeting the classification of net investment in capital assets at June 30, 2022.

# Nebraska Statewide Workforce & Educational Reporting System

(A Component Unit of the University of Nebraska)

Notes to Financial Statements

June 30, 2022

## Note 1: Nature of Operations and Summary of Significant Accounting Policies - Continued

### *Net Position Classification – Continued*

***Restricted*** - consists of restricted assets, reduced by liabilities related to those assets, with constraints placed on their use either by a) external groups such as creditors (such as through debt covenants), contributors, or laws or regulations of other governments or b) law through constitutional provisions or enabling legislation. NSWERS has no net position meeting the criteria for restricted net position classification at June 30, 2022.

***Unrestricted*** - consists of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the net investment in capital assets or restricted components of net position.

When both restricted and unrestricted resources are available for use, it is NSWERS' policy to use restricted resources first, then unrestricted as they are needed.

### *Adjustments Column*

The adjustments column on the governmental fund balance sheet/statement of net position represents the recording of certain assets and liabilities as required by GASB Statement No. 34.

The adjustments column on the governmental fund balance sheet/statement of net position is comprised of the following as of June 30, 2022:

Amounts reported for the NSWERS Project Fund are  
different from the statement of net position because of

Compensated absences	\$ (60,229)
Unavailable revenue	<u>672,749</u>
Total adjustment amount	<u><u>\$ 612,520</u></u>

# Nebraska Statewide Workforce & Educational Reporting System

(A Component Unit of the University of Nebraska)

## Notes to Financial Statements

June 30, 2022

### Note 1: Nature of Operations and Summary of Significant Accounting Policies - Continued

The adjustments column on the statement of governmental fund revenues, expenditures and changes in fund balance/statement of activities is comprised of the following for the year ended June 30, 2022:

Amounts reported for the NSWERS Project Fund are different from the statement of activities because of

Change in compensated absences	\$ (38,271)
Change in unavailable revenue	<u>(237,308)</u>
Total adjustment amount	<u><u>\$ (275,579)</u></u>

### Note 2: Contributions Receivable

Contributions receivable consisted of the following at June 30, 2022:

Fiscal year to be received	
2023	\$ 320,714
2024	346,419
2025	<u>52,500</u>
	719,633
Less:	
Allowance for uncollectible contributions	-
Unamortized discount	<u>46,884</u>
	<u><u>\$ 672,749</u></u>

### Note 3: Risk Management

NSWERS is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; cybersecurity attacks; and natural disasters. NSWERS carries commercial insurance as coverage for these noted risks. NSWERS has had no claims or judgments exceeding the policy limits.

## NSWERS

### Statement of Net Position

December 31, 2022 and June 30, 2022

Unaudited

		Revised
Assets	12/31/22	6/30/2022
<b>Assets:</b>		
Cash & Investments (Note A)	\$ -	\$ -
Accounts Receivable	672,750	672,750
Prepaid Expenses	15,372	38,876
Capital Assets	91,720	-
<b>Total Assets</b>	<u>779,842</u>	<u>711,626</u>
<b>Liabilities</b>		
<b>Liabilities:</b>		
Accounts Payable	67,640	3,727
Due to the University of Nebraska	687,452	125,759
Accrued Compensated Absences	60,229	60,229
<b>Total Liabilities</b>	<u>815,321</u>	<u>189,715</u>
<b>Net Position</b>		
Unrestricted	(35,478)	521,910
<b>Total Net Position</b>	<u>\$ (35,478)</u>	<u>\$ 521,910</u>
 Note A: Excludes cash held by the University of Nebraska Foundation		
Foundation Cash	<u>\$ 2,803,496</u>	<u>\$ 2,426,884</u>

**NSWERS**

**Change in Net Position**

**For the Month Ended December 31, 2022**

Unaudited

		<b>Fiscal YTD</b>	<b>Fiscal YTD</b>
<b>Operating Revenues</b>	<b>FY23 Budget</b>	<b>12/31/22</b>	<b>Budget Variance</b>
Foundation contributions	\$ 991,496	\$ -	\$ (991,496)
University of Nebraska contributions	145,006	-	(145,006)
Metro Community College contributions	70,000	-	(70,000)
Department of Education contributions	139,480	-	(139,480)
<b>Total Operating Revenues</b>	<b>1,345,982</b>	<b>-</b>	<b>(1,345,982)</b>
<b>Operating Expenses</b>			
Wages	830,281	323,065	(507,216)
Benefits	267,423	76,963	(190,460)
<b>Total Personal Services</b>	<b>1,097,704</b>	<b>400,028</b>	<b>(697,676)</b>
Operating expenses	48,470	27,745	(20,725)
Rent	-	-	-
Travel	32,565	2,046	(30,519)
Insurance	60,000	23,503	(36,497)
Legal services	25,000	4,534	(20,466)
Auditing services	25,000	-	(25,000)
Business services	85,000	42,294	(42,706)
Other contractual services	629,500	57,238	(572,262)
Software	32,500	-	(32,500)
Equipment	5,000	-	(5,000)
<b>Total Operating Expenses</b>	<b>2,040,739</b>	<b>557,388</b>	<b>(1,483,351)</b>
<b>Increase in Net Position</b>	<b>(694,757)</b>	<b>(557,388)</b>	<b>137,369</b>
<b>Net Position</b>			
Net position, beginning of year	-	521,910	-
Net position, end of year	<b>\$ (694,757)</b>	<b>\$ (35,478)</b>	<b>\$ 137,369</b>

**NSWERS**

**Supplemental Information**

**December 31, 2022**

Unaudited

<b>Contractual Services:</b>	<b>Contract Amount</b>	<b>Paid as of December 31, 2022</b>	<b>Remaining Contract Amount</b>
Magnolia Consulting	129,936	92,476	37,460
University of Nebraska (Annual)	84,588	42,294	42,294
University of Nebraska IT	Billable Rate	13,905	N/A
KSB School Law	Billable Rate	48,946	N/A
Don't Panic Labs	234,560	135,083	99,478