

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

October 27, 2025 • 11:00 a.m.

Nebraska State College System – 1233 Lincoln Mall, Lincoln, NE 68508

AGENDA

1. CALL TO ORDER

- 1.1. Roll Call
- 1.2. Announcement of the placement of the Open Meetings Act information

2. APPROVAL OF MEETING AGENDA

- 2.1. PUBLIC COMMENT PERIOD (5 minutes)
- 2.2. APPROVAL OF MEETING AGENDA
- 2.3. APPROVAL OF MINUTES
 - July 31, 2025 Meeting

3. ITEMS FOR DISCUSSION AND/OR ACTION

- 3.1. Discuss, consider, and take all necessary action with respect to the proposed revisions to NSWERS Data Management Policies and Procedures.
- 3.2. Discuss, consider, and take all necessary action with respect to the proposed revisions to NSWERS Business & Finance Policies.

4. INFORMATION ITEMS AND REPORTS

- 4.1. Treasurer's Report (Chancellor Paul Turman and Dr. Matt Hastings)
- 4.2. Interim Study of Unfunded Tuition and Fee Waivers - LR261 (Dr. Alex Brodersen and David Nguyen)
- 4.3. ACE Scholarship Evaluation (Dr. Alex Brodersen)
- 4.4. NSWERS Partner Financial Commitments (Dr. Matt Hastings)
- 4.5. Core Service Agreement with the University of Nebraska
- 4.6. Cyber Security and Penetration Testing (David Hefley)
- 4.7. NSWERS 2030 Strategic Planning (Dr. Matt Hastings and Mr. Langdon Morris)

5. EXECUTIVE DIRECTOR'S REPORT

5.1. Executive Director's Report (Dr. Matt Hastings)

6. ADJOURNMENT

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

July 31, 2025, 1:30 p.m.

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

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

1. **CALL TO ORDER** – President Leah Barrett called the meeting to order at 1:32 p.m.

Roll Call

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

President Leah Barrett, NSWERS President
Commissioner Brian Maher, NSWERS Vice President
Chancellor Paul Turman, NSWERS Secretary/Treasurer
President Jeffrey Gold, NSWERS Member

Announcement of the placement of the Open Meetings Act information

Dr. Barrett announced that information regarding the Open Meetings Act is available at the entry to the meeting room and on the NSWERS.org website.

2. **APPROVAL OF MEETING AGENDA**

2.1 PUBLIC COMMENT PERIOD

No public comment.

2.2 APPROVAL OF MEETING AGENDA

No agenda items were removed, added, or corrected.

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

Dr. Jeffrey Gold	Yea
Dr. Paul Turman	Yea
Dr. Leah Barrett	Yea
Dr. Brian Maher	Yea

- 2.3 **Approve Minutes of NSWERS business meeting, May 12, 2025**

Motion to approve the minutes of the May 12, 2025, NSWERS Executive Council Business meeting passed with a motion by Dr. Brian Maher, second by Dr. Jeffrey Gold.

Dr. Paul Turman	Yea
Dr. Brian Maher	Yea
Dr. Jeffrey Gold	Yea
Dr. Leah Barrett	Yea

3. ITEMS FOR DISCUSSION AND/OR ACTION

Due to agenda item 3.1 calling for the Executive Council to receive, review, and discuss legal advice from the organization's attorney, the Council went into a closed session to maintain attorney-client privilege. The conversation was limited to receiving, reviewing, and discussing legal advice from the organization's attorney regarding agenda item 3.1.

- 3.1** Discuss, consider, and take all necessary action with respect to legal advice from the organization's attorney regarding negotiations and proposals for an employment agreement with the Executive Director of NSWERS and the University of Nebraska.

Motion for the Executive Council to enter closed session to receive, review and discuss the legal advice from the organization's attorney on agenda item 3.1 made by Dr. Jeffrey Gold, second by Dr. Paul Turman.

Dr. Paul Turman	Yea
Dr. Brian Maher	Yea
Dr. Jeffrey Gold	Yea
Dr. Leah Barrett	Yea

The Executive Council went into closed session at 1:40 p.m.

The Executive Council came out of closed session at 2:30 p.m.

Motion to return to the regular meeting passed with a motion by Dr. Paul Turman, seconded by Dr. Jeffrey Gold.

Dr. Paul Turman	Yea
Dr. Jeffrey Gold	Yea
Dr. Brian Maher	Absent
Dr. Leah Barrett	Yea

The Executive Council returned to regular meeting at 2:31 p.m.

- 3.2** Discuss, consider, and take all necessary action related to a funding agreement with the University of Nebraska Foundation.

Motion to delegate the Executive Director the authority to negotiate terms and execute a funding agreement with the University of Nebraska Foundation passed with a motion by Dr. Jeffrey Gold and seconded by Dr. Paul Turman.

Dr. Brian Maher	Yea
Dr. Jeffrey Gold	Yea
Dr. Leah Barrett	Yea
Dr. Paul Turman	Yea

3.3 Discuss, consider, and take all necessary action with respect to a data facilitation agreement with Georgetown University.

Motion to delegate the Executive Director the authority to negotiate terms and execute a data facilitation agreement with Georgetown University passed with a motion by Dr. Brian Maher and seconded by Dr. Paul Turman.

Dr. Paul Turman	Yea
Dr. Leah Barrett	Yea
Dr. Brian Maher	Yea
Dr. Jeffrey Gold	Yea

3.4 Discuss, consider, and take all necessary action with respect to the revised budget for NSWERS for the fiscal year 2026.

Motion to approve the revised budget for NSWERS for Fiscal Year 2026 as presented passed with a motion by Dr. Paul Turman and seconded by Dr. Brian Maher.

Dr. Brian Maher	Yea
Dr. Leah Barrett	Yea
Dr. Jeffrey Gold	Yea
Dr. Paul Turman	Yea

3.5 Discuss, consider, and take all necessary action with respect to the proposed Business and Finance policies and accounts, and the intent to secure account(s) with Union Bank & Trust, and accounting services with Rediger & Company, CPAs.

Motion to approve the NSWERS Business & Finance policies as presented passed with a motion by Dr. Jeffrey Gold and seconded by Dr. Paul Turman.

Dr. Paul Turman	Yea
Dr. Leah Barrett	Yea
Dr. Brian Maher	Yea
Dr. Jeffrey Gold	Yea

4. EXECUTIVE DIRECTOR'S REPORT

- 4.1** Dr. Matt Hastings, Executive Director of NSWERS, reported that NSWERS continues its transition from system building to system use, focusing on expanding partner engagement with data tools such as Insights+.

He summarized outcomes from the NSWERS Academy Pilot, which trained about 40 participants from across Nebraska's education sectors. Seventy-four percent reported using Insights+ independently, and feedback emphasized the need for faster load times, simpler navigation, and clearer data definitions. Findings from the pilot will guide system improvements before the launch of Cohort 1, which will feature institution-based cohorts and a potential train-the-trainer model to expand statewide impact.

Dr. Hastings also updated the Council on legislative and funding efforts, noting continued discussions with lawmakers regarding future state support and reporting that more than \$15 million in private commitments over the next five years will sustain NSWERS operations and partner support.

He concluded with an overview of the NSWERS 2030 Strategic Plan Refresh, which will include partner focus groups and a best-practice review of other state longitudinal data systems. A revised strategic plan will be presented to the Council for consideration in January 2026.

5. INFORMATION ITEMS AND REPORT

- 5.1** NSWERS Treasurer's Report – Dr. Paul Turman and Dr. Matt Hastings

Chancellor Turman and Dr. Hastings presented the Treasurer's Report, noting that NSWERS ended Fiscal Year 2025 with a positive net position of approximately \$825,000. Approximately \$3.5 million in dedicated NSWERS funds are held at the University of Nebraska Foundation. Actual expenditures were below budget in nearly all categories, with the exception of a modest increase in legal costs associated with contract and policy development. The Council acknowledged the sound fiscal position of NSWERS.

- 5.2** Interim Study of Unfunded Tuition and Fee Waivers

Dr. Hastings presented a proposal for NSWERS to lead a statewide evaluation of unfunded statutory tuition waivers, as requested under Legislative Resolution 261. The proposed study would quantify the fiscal impact of tuition and fee waivers across sectors, assess student outcomes, and model long-term sustainability and return on investment. Discussion among Council members supported a centralized, NSWERS-led analytic approach with coordination across institutions'

government relations representatives to ensure a unified statewide voice. The Council endorsed proceeding with the study using this coordinated model and directed Dr. Hastings to begin work immediately due to the short timeline.

5.3 Statewide Financial Aid Evaluation

Dr. Hastings outlined a proposal for a comprehensive, multi-year study of financial aid and student outcomes in collaboration with the Susan Thompson Buffett Foundation, the Coordinating Commission for Postsecondary Education, and Nebraska's higher education partners. The study would analyze how various forms of aid, such as scholarships, grants, and loans, affect enrollment, completion, and workforce outcomes. Council members emphasized the significance of this effort in informing future financial aid strategies and leveraging NSWERS' data infrastructure. The Council expressed strong support for NSWERS' continued leadership in developing the proposal and coordinating with the Foundation to finalize scope and partnerships.

5.4 National Ranking of State Data Systems – Strada Education Foundation's State Opportunity Index

5.5 REACH Grant Application – An Evaluation of the Nebraska Opportunity Grant

5.6 NSWERS Data Product: Postsecondary Attainment Brief

Dr. Hastings briefly highlighted several ongoing initiatives, including NSWERS' recognition in the Strada Education Foundation's 2025 State Opportunity Index for strong state data system performance, the submission of a REACH Grant application to evaluate the Nebraska Opportunity Grant (NOG) program, and the upcoming release of a Postsecondary Attainment Data Brief

6. ADJOURNMENT

Motion to adjourn the NSWERS Executive Council Business Meeting passed with a motion from Dr. Brian Maher and second by Dr. Paul Turman.

Dr. Brian Maher	Yea
Dr. Leah Barrett	Yea
Dr. Paul Turman	Yea
Dr. Jeffrey Gold	Yea

President Barrett adjourned the meeting at 4:02 p.m.

The next NSWERS Executive Council Meeting is scheduled to be held on October 27, 2025, at 1:30 p.m., at a location to be determined.

DATA MANAGEMENT POLICY & PROCEDURES

Version 2.6



Nebraska Statewide Workforce & Educational Reporting System

Proposed Draft Presented to the NSWERS Executive Council on October 27, 2025



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

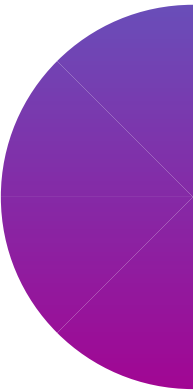
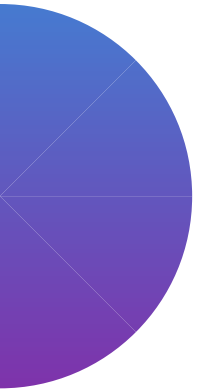
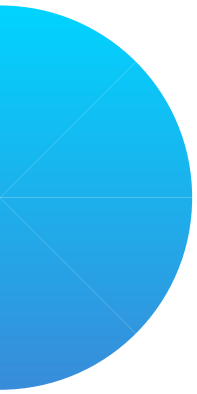
PURPOSE

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

SCOPE

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

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



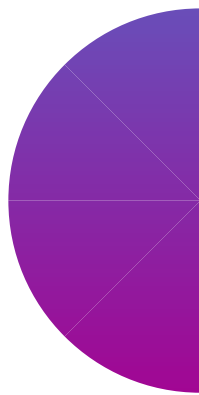
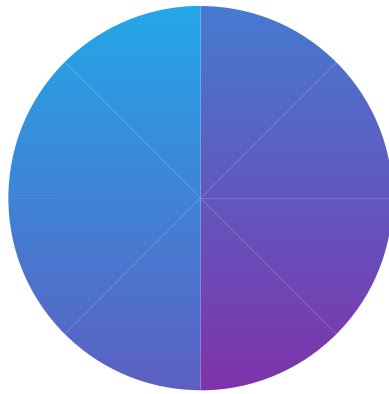
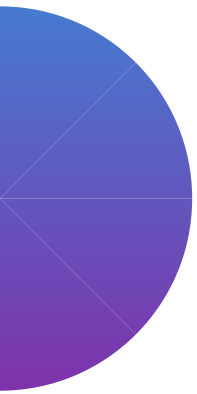
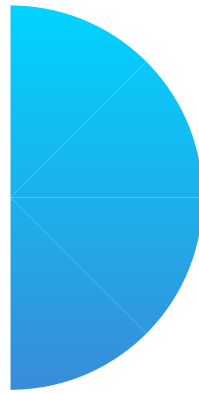
INDEX

Data Governance.....	1-6
Partners, Affiliates, and Contributors.....	3
Data Ownership and Retention.....	4
The NSWERS Data System	4
Destruction of Data	4
Responsibilities of the NSWERS.....	5
Responsibilities of Partners and Affiliates	6
Incident Management	6
Violations	6
Data Privacy and Confidentiality.....	7-11
Privacy Resources	8
NSWERS Data Use Classifications	9
Level 1 - Highly Restricted-Use Data.....	9
Level 2 - Restricted-Use Data.....	10
Level 3 - Public-Use Data.....	10
Confidentiality Protections	11
Data Access and Use	13-15
Data Access by NSWERS Staff	14
Level 1 Data Access.....	14
Level 2 Data Access.....	15
Level 3 Data Access.....	15
Data Use by NSWERS Staff	15
Data Requests and Disclosure.....	17-27
Disclosing Data Back to a Partner	18
Level 1 Data Return Request	18
Level 2 Data Return Request	18
Level 3 Data Return Request	18
Disclosing Linked Records to a Partner.....	19
Level 1 Linked Record Request	19
Level 2 Linked Record Request	19
Level 3 Linked Record Request	19
General Data Requests	20
Level 1 Data Requests.....	20
Level 2 Data Requests	20
Level 3 Data Requests	20
General Data Request Review Process	21
Data Disclosure Agreement	24

Evaluation Requests	29-37
Conducting an Evaluation for a Partner	30
General Evaluation Requests	31
General Evaluation Request Review Process.....	32
Data Sharing Agreement for General Evaluation.....	35
Fee Schedule	39-40
Introduction	40
Policy Statement.....	40
Data Security	41-42
Storage	42
Transfer of Data.....	42
Data Quality	43-50
Data Submission Calendar	44
PK-12 Education	44
Two-Year Postsecondary	44
Four-Year Postsecondary	44
Workforce.....	44
NSWERS Data Standard	45
Addition of New Data Elements	46
Secure Web Portal (insights+)	47
Data Submission	49
Data Validation	49
Data Certification	50
Late Data Submissions	50
Terms and Definitions.....	51-55
Acronym Reference	57-58
Appendices	59-100
A: NSWERS Data Request Decision Matrix/Flowcharts.....	60-62
B: NSWERS Security Agreement to Access Data	63-65
C: NSWERS Data Request Application	66-67
D: NSWERS Research Proposal Application.....	68-71
E: NSWERS Data Disclosure Agreement.....	72-78
F: NSWERS Data Destruction Assurance	79
G: NSWERS Evaluation Request Application	80
H: NSWERS Evaluation Proposal	81-90
I: NSWERS Partner Evaluation Data Sharing Agreement	91-93
J: NSWERS Data-Sharing Agreement Related to General Evaluation Requests	94-96
K: NSWERS Data Submission Calendar	97
L: NSWERS New Data Element Process Flowchart.....	98
M: NSWERS Change Summary.....	99



DATA **GOVERNANCE**



DATA GOVERNANCE

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

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

PARTNERS, AFFILIATES, AND CONTRIBUTORS

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

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

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

- The Nebraska Department of Labor (NDOL)





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

- The National Student Clearinghouse (NSC)

DATA OWNERSHIP AND RETENTION

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

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

THE NSWERS DATA SYSTEM

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

DESTRUCTION OF DATA

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

RESPONSIBILITIES OF THE NSWERS

NSWERS is responsible for:

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





PARTNERS AND AFFILIATES ARE RESPONSIBLE FOR:

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

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

INCIDENT MANAGEMENT

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


VIOLATIONS

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



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

DATA PRIVACY AND CONFIDENTIALITY



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

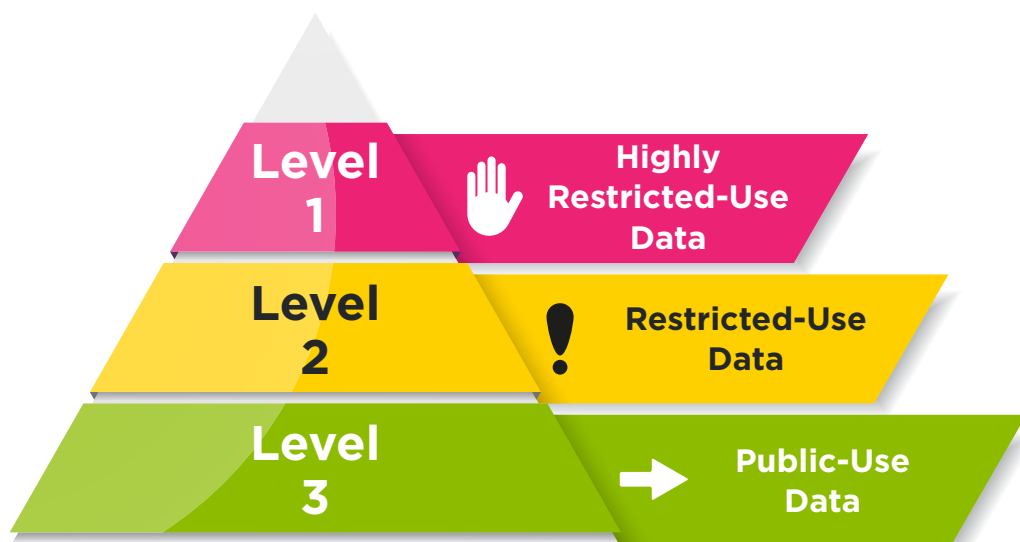
Workforce-related data also are protected and secured by federal law, such as **Section 303 of the Social Security Act**, for which the U.S. Department of Labor has promulgated **Title 20, Part 603** of the Code of Federal Regulations. Furthermore, the federal **Workforce Innovation and Opportunity Act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

PRIVACY RESOURCES

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

NSWERS DATA USE CLASSIFICATIONS

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



Level 1 - Highly Restricted-Use Data

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

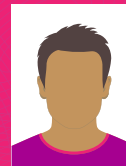
include: First Name, Middle Name, Middle Name Alias, Last Name, Last Name Alias, Full Name, Generation Code, Generation Code Alias, Birthdate, Student Address, Social Security Number, NDE Staff ID, and Local Staff ID. **NSWERS uses Level 1 data for record matching purposes only.** This type of data is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

Personally Identifiable Information (PII)

Name
Lewis N. Clark

Birth Date
08/03/2004

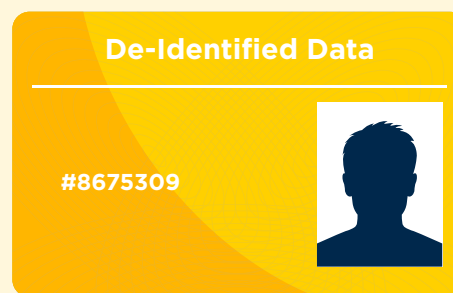
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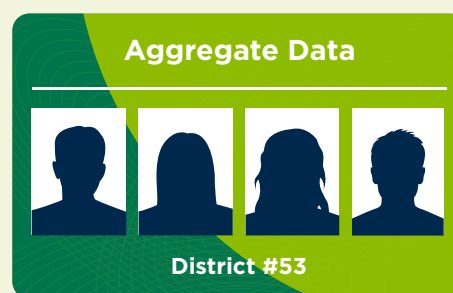
Level 2 - Restricted-Use Data

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



Level 3 - Public-Use Data

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



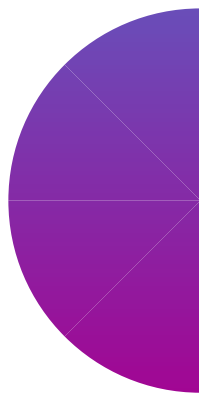
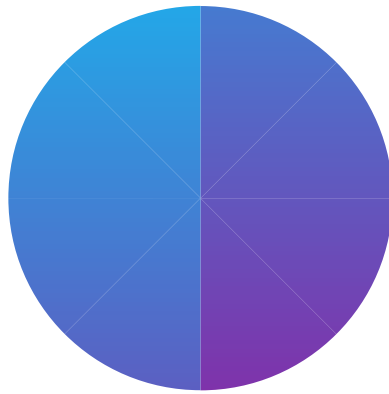
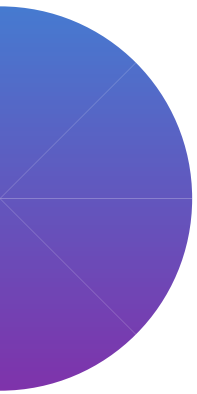
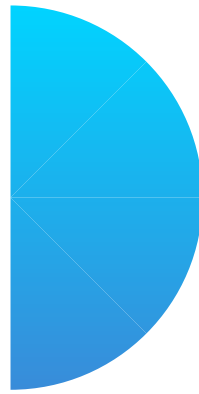
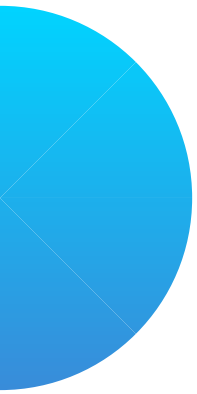
Even here, though, precautions are taken to protect individual identities. When discussing the graduation rates of students of various demographics at a particular high school or district, for example, we might be able to say more about some groups of students than others. For example, we might be able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

CONFIDENTIALITY PROTECTIONS

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

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







DATA ACCESS AND USE

DATA ACCESS AND USE

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

DATA ACCESS BY NSWERS STAFF

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

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

Level 1 Data Access

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

- Executive Director
 - Requires access to Level 1 data to perform his or her job responsibilities: to fulfill oversight/supervisory expectations.
- Assistant Director for IT Applications Development
 - Requires access to Level 1 data to perform his or her job responsibilities: to import and link data as well as to validate the matching process.
- Assistant Director for Research & Evaluation
 - Requires access to Level 1 data to perform their job responsibilities: to prepare data for import, to develop, test, and improve record linkage algorithms.
- Other NSWERS Staff
 - Other NSWERS staff may access Level 1 data only with written authorization by the NSWERS Executive Director for a legitimate business need, for a defined time period, and while under the supervision of an NSWERS Assistant Director.

Level 2 Data Access

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

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

Level 3 Data Access

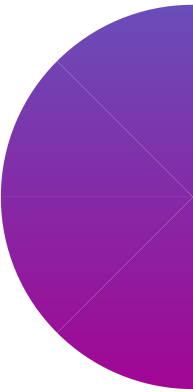
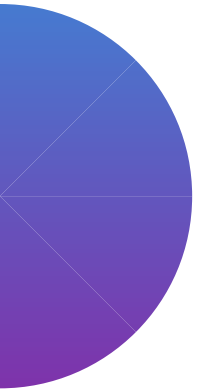
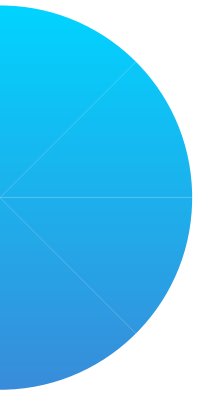
All NSWERS staff are granted access to Level 3 data.

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

DATA USE BY NSWERS STAFF

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







DATA REQUESTS AND DISCLOSURE

DATA REQUESTS AND DISCLOSURE

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

DISCLOSING DATA BACK TO A PARTNER

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

Level 1 Data Return Request

NSWERS shall not disclose Level 1 data back to Partners.

Level 2 Data Return Request

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

Level 3 Data Return Request

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



DISCLOSING LINKED RECORDS TO A PARTNER

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

Partners approved for a Level 2 linked record request may also contribute additional data elements of their own to the NSWERS secure online environment to support authorized analyses. Such Partner-supplied data shall remain under the Partner’s ownership, be handled consistent with NSWERS data security standards, and be used solely within the secure environment for the approved project scope.

Level 1 Linked Record Requests

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

Level 2 Linked Record Requests

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

Level 3 Linked Record Requests

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



GENERAL DATA REQUESTS

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

Level 1 General Data Requests

NSWERS shall not release Level 1 data.

Level 2 General Data Requests

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

Level 3 General Data Requests

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



GENERAL DATA REQUEST REVIEW PROCESS

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

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

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

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

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

1. Contact Information:

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

2. Background Information about the Project:

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



3. Purpose of the Proposed Research:

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

4. Research Questions and Design:

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

5. Data Requested:

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

6. Proposed Data Collection Instruments/Protocols:

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

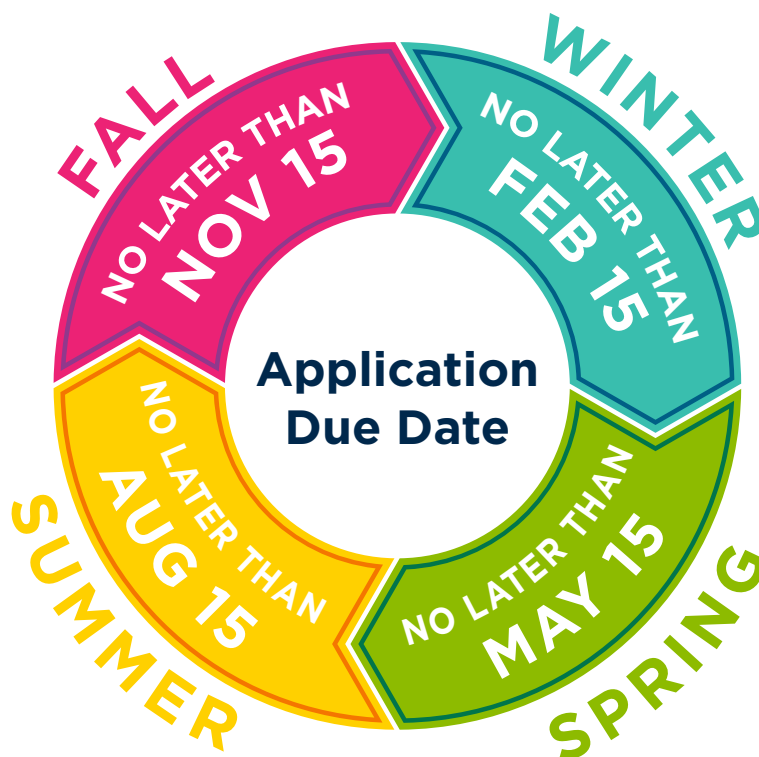
7. Human Subjects Protection:

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

8. Reporting:

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

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



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



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

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

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



Data Disclosure Agreement

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

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

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

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

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

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

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



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

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

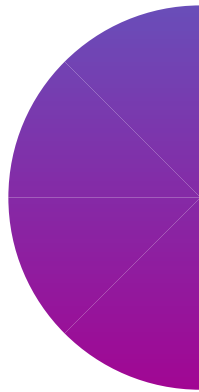
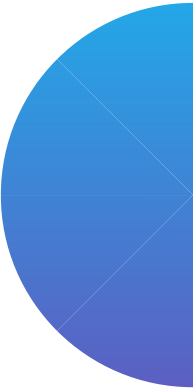
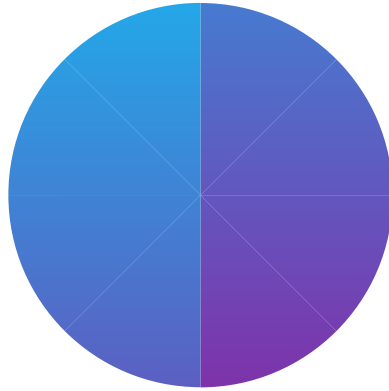
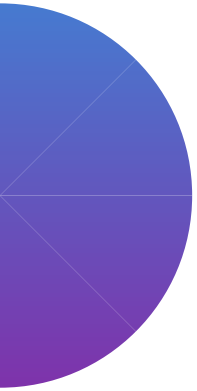
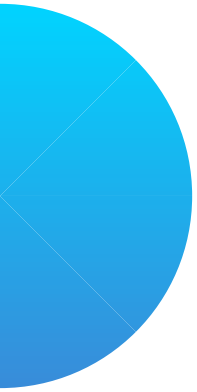


15.	Data are destroyed at conclusion of the research project under NSWERS supervision; the Data Destruction Assurance Form is completed by the researcher and submitted to the NSWERS for verification.
16.	If a research report is made publicly available, the researcher provides a link for archival on the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

This process is necessary to:

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







EVALUATION **REQUESTS**

EVALUATION REQUESTS

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

CONDUCTING AN EVALUATION FOR A PARTNER

Partners may request that NSWERS conduct an evaluation using records contained in the NSWERS Data System. Evaluations are designed to examine the effects of an intervention in order to discover those policies, processes, and practices that best improve education and workforce outcomes for students. Doing so may require that Partners provide NSWERS with supplemental data in order to conduct the evaluation. These types of requests from Partners are known as “Partner evaluation requests.”

Where permitted by federal and state law, and where appropriate contracts for data sharing are in place (see Appendix I – Partner Evaluation Data Sharing Agreement), NSWERS may conduct an evaluation for, or on behalf of, a Partner. Completed evaluations shall be made available to the requesting Partner and shall not contain Level 1 data.



GENERAL EVALUATION REQUESTS

A third-party entity with a *bona fide* interest may submit an evaluation request to NSWERS. Evaluations are designed to examine the effects of an intervention in order to discover those policies, processes, and practices that best improve education and workforce outcomes for students. Doing so may require that the third-party entity and/or Partners provide NSWERS with supplemental data in order to conduct the evaluation. Evaluation requests that are not “partner evaluation requests” are known as “general evaluation requests.”

General evaluation requests require sponsorship from an NSWERS Partner and/or Partners. Sponsorship indicates that, while the evaluation request was initiated by a third-party entity, the specific scope of the intervention and set of specific aims of the evaluation so closely align with those of the sponsoring Partner(s), they consider the evaluation request their own. In other words, by providing sponsorship, the NSWERS Partner(s) indicate that, but for resource constraints and/or data limitations, the evaluation is one they would have otherwise conducted themselves. If sponsored, a general evaluation request is reviewed for merit and presented to the NSWERS Executive Council for approval.

Where permitted by federal and state law, subject to endorsement by the NSWERS Executive Council, and where appropriate contracts for data sharing are in place (see Appendix J – Data-Sharing Agreement Related to General Evaluation Requests), NSWERS may conduct the evaluation for, or on behalf of, a Partner(s) that sponsors a general evaluation request. Completed evaluations shall be made available to the requesting third-party and all sponsoring Partners and shall not contain Level 1 or Level 2 data.



GENERAL EVALUATION REQUEST REVIEW PROCESS

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

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

To begin the process, the third-party entity completes the NSWERS Evaluation Request Application (see Appendix G) available online at www.nswers.org. Upon receipt, NSWERS staff shall review the request and determine if the application merits Partner review. If so, NSWERS staff will work with the third-party to facilitate the completion and submission of a comprehensive Evaluation Proposal (EP) (see Appendix H).

The EP includes three sections, each described below:

1. Requestor Information:

- a. The evaluation requestor must designate a Principal Contact and provide contact information for future correspondence related to the evaluation.

2. Summary of the Intervention:

- a. The requestor must explain the research objectives of the evaluation including any hypotheses to be tested, provide anticipated start and end dates for the project, and indicate the source and amount of any funding supporting the evaluation.

3. Impact/Effectiveness Evaluation:

- a. The requestor must submit a narrative that explains why the evaluation should be conducted; how it will benefit Nebraska's education and/or workforce systems, NSWERS, Nebraska educators, policy makers, or other interested parties; and a description of the benefits to evaluation participants, if applicable.
- b. The requestor must submit its proposed research questions and describe the design of the analysis. Requestors are required to provide enough detail so that the NSWERS Executive Director and NSWERS Management Committee can gauge the scientific rigor, merit, and feasibility of the evaluation.

The NSWERS Executive Director and NSWERS Management Committee utilize a quarterly cycle to consider all completed EPs. This cycle is used to allow sufficient time to comprehensively evaluate the received EPs. The review cycles are as follows:



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



Following the proposal due date, each EP is considered on a case-by-case basis to determine if the request is in accordance with federal and state laws. The NSWERS Executive Director and NSWERS Management Committee begin the review process by examining the merit and feasibility of the evaluation as proposed by the third party. Additionally, they determine if the specific scope of the intervention and set of specific aims of the evaluation align with a Partner(s) for sponsorship. During this review period, the NSWERS may contact the Principal Contact for additional details regarding its EP. Once all committee members have reviewed the evaluation proposal, the NSWERS Executive Director and NSWERS Management Committee draft a Recommendation Memorandum for each received EP. The recommendation memorandum includes:

1. Identification of the sponsoring NSWERS Partner(s),
2. An overview of the proposed evaluation,
3. Any special considerations specific to the project (usually related to privacy or level of effort),
4. A summary of the anticipated benefits of the conducting the evaluation,
5. The anticipated level of effort on the part of NSWERS Partners, NSWERS Affiliates, and NSWERS staff directly if the evaluation were to commence, and
6. A recommendation to the NSWERS Executive Council on whether or not to conduct the evaluation.

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



Data Sharing Agreement for General Evaluation

For any rejected proposal, the process is terminated. The sponsoring Partner(s) and evaluation requestor are notified of their right to resubmit via a letter explaining the reasons for the evaluation's rejection. For all approved EPs, the NSWERS staff then work with the third-party, the sponsoring Partner(s) and NSWERS legal counsel to draft a comprehensive Data Sharing Agreement (DSA) related to general evaluation requests (See Appendix J - Data Sharing Agreement Related to Evaluation Requests). This document embodies the security components enumerated previously and includes eight (8) major sections, as follows:

1. Term of Agreement
2. Designation of Authorized Representative
3. Disclosure of Personally Identifiable Information
4. Use of Personally Identifiable Information
5. Destruction of Personally Identifiable Information
6. Maintenance of Records
7. Deference to Transmitting Entity
8. Incorporation of and Deference to Interlocal Agreement

The DSA is a legally binding document that authorizes the third party and/or Partner(s) to share additional data with NSWERS to conduct an evaluation on its behalf. The DSA details the particular data to be disclosed to NSWERS by the third-party entity and/or Partner(s) in order to facilitate the proposed evaluation. The DSA further details the specific authorized uses of the disclosed data, establishes requirements and expectations regarding the maintenance of disclosed data, and establishes the authority by which the data was disclosed.

NSWERS legal counsel is involved in the development of all DSAs to ensure legal requirements are met. If, during the development of the DSA process, the third party, the Partner(s), and NSWERS cannot come to consensus on critical aspects of the agreement, the project is terminated and does not commence. No supplementary data can be accepted until the DSA has been signed by the third party, the Partner(s), and all applicable NSWERS parties. The third party and NSWERS Partner(s) must sign the DSA first. The end date for the project is identified in the approved DSA.

The NSWERS Executive Director maintains a copy of all EPs, DSAs, and associated materials for each evaluation project. To review the typical steps in the review process for a general evaluation request submitted to NSWERS, see Table 2.



Table 2. Typical steps involved in the review of a general evaluation request to the NSWERS

Step	Action
1.	The third-party entity requests NSWERS conduct an evaluation; if the evaluation is sponsored by an NSWERS Partner, the third-party entity must complete and submit the Evaluation Proposal (EP).
2.	The NSWERS Executive Director convenes the NSWERS Management Committee at the next available submission cycle to consider EPs.
3.	If there are questions about the evaluation, the NSWERS Executive Director requests a meeting with the Principal Contact to discuss concerns.
4.	The NSWERS Executive Director and NSWERS Management Committee make a determination and write a recommendation memorandum to the NSWERS Executive Council to memorialize their recommendation for approval/rejection.
5.	The NSWERS Executive Council votes to approve or reject the evaluation request.
6.	The NSWERS Executive Director sends a memo to the Principal Contact and sponsoring Partner(s) notifying them of the evaluation's approval status.
7.	The NSWERS Executive Director has a consultation with the Principal Contact and sponsoring Partner(s).
8.	The NSWERS Executive Director, principal contact, and sponsoring Partner(s) complete the NSWERS Data Sharing Agreement and any other necessary documents in consultation with NSWERS legal counsel.
9.	NSWERS staff develop an evaluation plan including a good faith estimate for evaluation (where applicable).
10.	Payment is received based on 50% of good faith estimate (if applicable).
11.	The NSWERS executes the evaluation in the manner specified in the evaluation plan.
12.	Data and related intervention information is made available to NSWERS in the manner specified in the Data Sharing Agreement.
13.	Payment from the requestor is received for any remaining costs (if applicable).
14.	NSWERS reviews the evaluation for dissemination to the requestor and all sponsoring Partner(s).

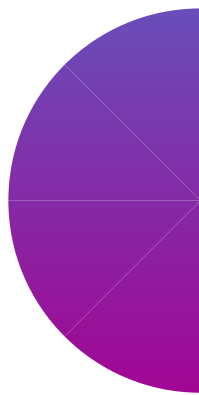
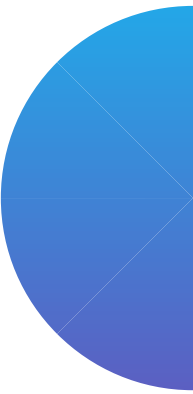
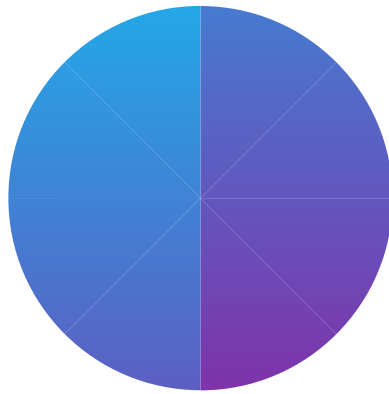
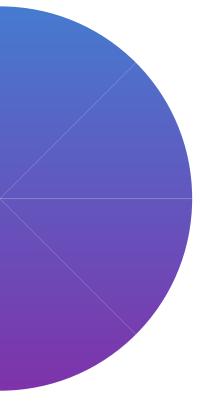
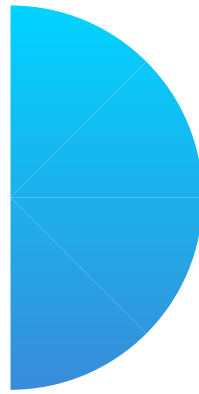
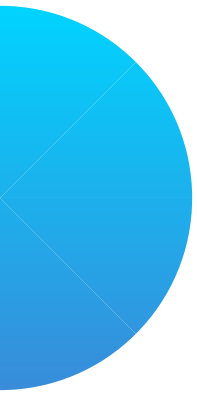


15.	Evaluation data are destroyed at conclusion of the evaluation project consistent with the terms described in the Data Sharing Agreement.
16.	If the evaluation is to be made publicly available, NSWERS provides a link for archival on the NSWERS website.

This process is necessary to:

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







FEE SCHEDULE

FEE SCHEDULE FOR DATA AND EVALUATION REQUESTS

INTRODUCTION

A public fee schedule for data and evaluation requests ensures transparency and sustainability in managing data and evaluation requests to the NSWERS system. This fee schedule provides a standardized framework for recovering costs associated with fulfilling data and evaluation requests, while maintaining equitable access to NSWERS resources for all stakeholders. By aligning with NSWERS' mission and goals, the fee schedule supports the organization's efforts to advance data-informed decision making in Nebraska's education and workforce systems.

POLICY STATEMENT

Under the authority of the NSWERS Executive Council, the NSWERS Executive Director shall establish and maintain a public fee schedule for data and evaluation requests to recover costs associated with processing data and evaluation requests through NSWERS.

The fee schedule will:

1. Reflect both direct costs (e.g., staff time, system usage) and indirect costs (e.g., administrative overhead).
2. Include mechanisms for applying non-refundable application fees for certain request types to offset intake and scoping costs.
3. Incorporate provisions for fee waivers in cases where requests align with NSWERS' Information & Research Agenda and support strategic priorities.
4. Provide transparency regarding the calculation of fees, including average hourly rates, estimated effort, and indirect rates.
5. Be reviewed and, if necessary, updated annually to ensure continued alignment with NSWERS' goals and the needs of stakeholders.

The NSWERS Executive Director shall ensure the fee schedule for data and evaluation requests is made publicly available via the NSWERS website. Fee changes resulting from the annual review will take effect at the beginning of the fiscal year following the review and agreement with the NSWERS Management Committee.





DATA **SECURITY**

DATA SECURITY

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

STORAGE

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

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

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

TRANSFER OF DATA

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



DATA **QUALITY**

DATA QUALITY

DATA SUBMISSION CALENDAR

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

PK-12 Education

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

Two-Year Postsecondary

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

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

Four-year Postsecondary

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

Workforce

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

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

National Student Clearinghouse

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

NSWERS DATA STANDARD

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

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

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

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



ADDITION OF NEW DATA ELEMENTS

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

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

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

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

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

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

NSWERS SECURE WEB PORTAL (INSIGHTS+)

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

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

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

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


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

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



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

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



Delete All Submissions ×

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

Please enter your initials to indicate you wish to proceed:

Cancel Proceed

Data Submission

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

Data Validation

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

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

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

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



Data Certification

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

Late Data Submissions

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





TERMS & **DEFINITIONS**

TERMS AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- It seeks to ensure that schools and contractors make instructional materials available for inspection by parents/guardians if those materials will be used in connection with an ED-funded survey, analysis, or evaluation in which their children participate; and
- It seeks to ensure that schools and contractors obtain written parental consent before minor students are required to participate in any ED-funded survey, analysis, or evaluation that reveals information concerning:

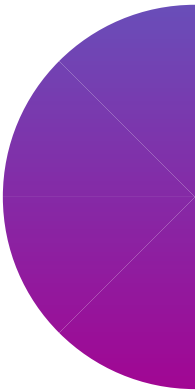
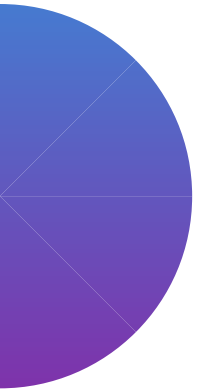
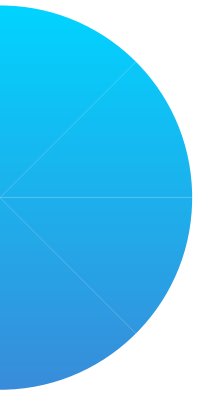
1. Political affiliations;
2. Mental and psychological problems potentially embarrassing to the student and his/her family;
3. Sex behavior and attitudes;
4. Illegal, anti-social, self-incriminating and demeaning behavior;
5. Critical appraisals of other individuals with whom respondents have close family relationships;
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or
7. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

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

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

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

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





ACRONYM **REFERENCES**

ACRONYM REFERENCES

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



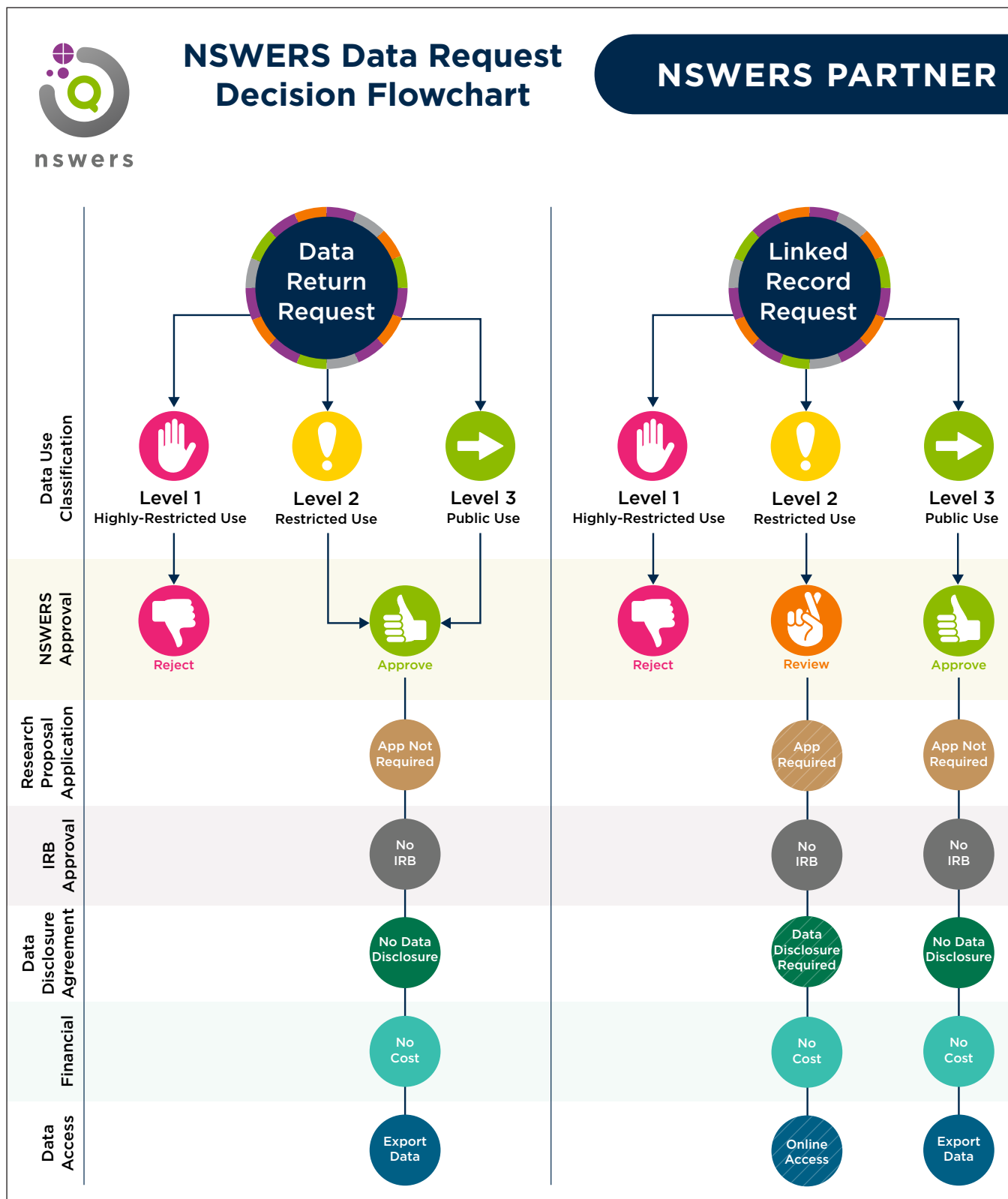
APPENDICES

APPENDIX A

NSWERS DATA REQUEST & DISCLOSURE DECISION MATRIX

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

NSWERS DATA REQUEST DECISION FLOWCHART - PARTNER

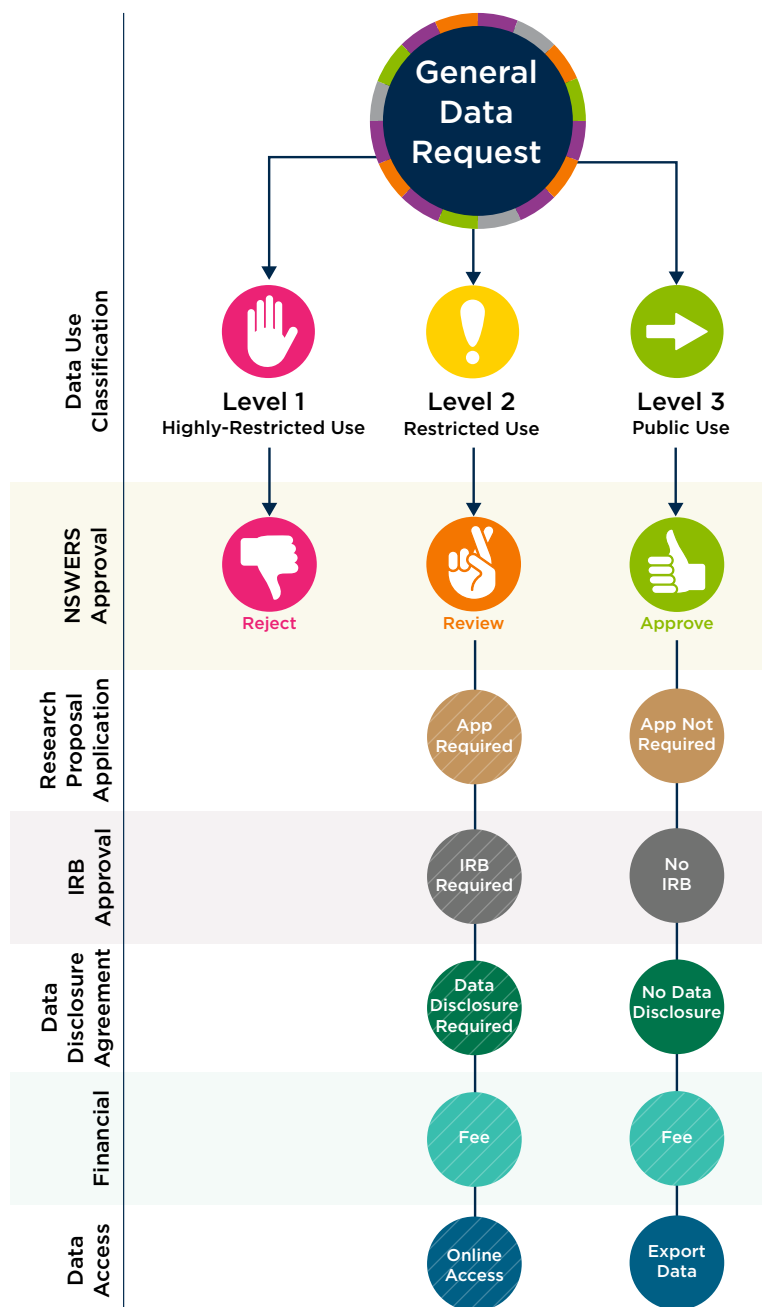


NSWERS DATA REQUEST DECISION FLOWCHART - EXTERNAL



NSWERS Data Request Decision Flowchart

EXTERNAL



APPENDIX B

NSWERS SECURITY AGREEMENT TO ACCESS DATA

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

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

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

Justification:

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

Sample Justification:

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

Data Access Levels

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

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

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

NSWERS SECURITY AGREEMENT TO ACCESS DATA

Step 1. For the authorized individual:

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

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

Step 2. For the office lead/director:

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

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

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

FOR OFFICIAL USE ONLY

NSWERS

Executive Director:	Enter Text
Signature:	
Date:	Enter Date

NSWERS Legal Counsel

Name:	Enter Text
Signature:	
Date:	Enter Date

APPENDIX C

NSWERS DATA REQUEST APPLICATION

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

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

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

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

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

APPENDIX D

NSWERS RESEARCH PROPOSAL APPLICATION

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

Section I. Your Contact Information

Name of Principal Investigator or Requestor: _____

Organization (If applicable): _____

Phone Number: _____

Email Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Today's Date: _____

Section II. Background Information About Your Project

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

Project Start Date: _____

Project End Date: _____

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

Section III. Purpose of the Proposed Research

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

Section IV. Research Questions and Design

1. Please list your research/evaluation questions below.

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

10 _____

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

Section V. Data Requested

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

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

Section VI. Proposed Data Collection Instruments/Protocols

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

Proposed Data Collection Instruments/Protocols

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

Section VII. Human Subjects Protection

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

Section VIII. Reporting

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

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

Please submit your completed application to:

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

FOR NSWERS USE ONLY

Proposal No.

Reviewer Name

Review Date

Approval Status YES NO

Signature

APPENDIX E

NSWERS DATA DISCLOSURE AGREEMENT

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

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

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

Now therefore, it is agreed that:

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

I. DATA PROVIDED

The NSWERS will provide the Researchers with the following data:

INSERT COMPREHENSIVE LIST OF REQUESTED DATA ELEMENTS HERE:

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

II. INFORMATION SUBJECT TO THIS AGREEMENT

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

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

III. INDIVIDUALS WHO MAY HAVE ACCESS TO TARGET DATA

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

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

IV. LIMITATIONS ON DISCLOSURE

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

V. PROCEDURAL REQUIREMENTS

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

VI. SECURITY REQUIREMENTS

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

VII. TERMINATION OF THIS AGREEMENT

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

VIII. MISCELLANEOUS PROVISIONS

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

IX. SIGNATURE PAGE

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

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

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

APPENDIX F

NSWERS DATA DESTRUCTION ASSURANCE

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

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

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

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

Signature: _____

Date: _____

Name of Principal: _____

Investigator or Requestor: _____

Organization (if applicable): _____

Phone Number: _____

Email Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

DRAFT

DRAFT

APPENDIX G

NSWERS EVALUATION REQUEST APPLICATION

Requestor's Name:	
Dept./Company/Institution:	
Requestor's Affiliation:	
Phone:	
Email:	
Date Submitted:	
Description of Evaluation. (Please provide a summary of the intervention(s) you aim to evaluate):	
Reason for the Evaluation Request and how the evaluation will be used. (Please describe and be specific):	
School/Academic Years(s) for which the evaluation will apply:	
Special Considerations/Notes Regarding Your Evaluation Request (optional):	
Note: our minimum n-size = 10. All cells with less than ten (10) persons will be suppressed to protect privacy.	
If there are costs involved in the execution of your above evaluation request, NSWERS will provide you with a time/cost estimate prior to moving forward with the evaluation.	

Please email the completed form to info@nswers.org.

APPENDIX H

NSWERS EVALUATION PROPOSAL

(The Evaluation Proposal was adapted from a tool created under U.S. Department of Education Institute of Education Sciences (IES) contracts ED-IES-10-C-0064 with Abt Associates and ED-ODS-12-A-0019/0031 with AEM Corporation and its subcontractor Abt Associates.)

The NSWERS has developed a process whereby third parties may request that NSWERS conduct an evaluation germane to the NSWERS mission, stated research agenda and outcomes. All individuals or organizations requesting an evaluation must complete this Evaluation Proposal and submit it to the NSWERS for review. If the evaluation is approved and the necessary data are available, a Data Sharing Agreement will be developed and must be signed prior to the execution of the evaluation. Please complete each section of the application fully. If any fields are left blank, the application will not be considered.

Section 1. Requestor Information

Section 1.1 Requestor Contact Information

1. Name of Principal Contact or Requestor:
2. Organization (if applicable):
3. Phone Number:
4. Email Address:
5. Address:
6. City:
7. State:
8. Zip Code:
9. Today's Date:

Section 1.2 Data Confidentiality Protections

Please indicate whether the study has secured student or parental consent and/or Institutional Review Board (IRB) approvals. Describe the plans for protecting confidential data.

Section 2. Summary of Intervention(s)

1. Provide a brief overview of the objectives of the intervention (what key outcomes are expected to be affected).
2. Identify the activities and services that will be newly introduced or expanded and are intended to achieve those objectives.
3. Describe the target population eligible to receive intervention services (e.g., schools serving disadvantages students; transfer students; low-achieving students),
4. What is the intended duration of the intervention(s)?

Section 3. Impact/Effectiveness Evaluation

Section 3.1 Research Questions

1. What is the name of the intervention (or, if there is no formal name, the intervention or combination of components).
2. What is the comparison condition or contrast?
3. What outcome is expected to be affected?
4. What is the educational level of the population receiving the intervention?
5. What potential benefits will this evaluation have for NSWERS, our local school systems, educators, policy makers, or researchers?

Section 3.2 Comparison Condition

Although you've already named the comparison condition in the previous section, this section can include a more complete description of the condition that the intervention is being compared to. It is helpful to describe the likely instruction, services, or experience of students in the comparison condition, and how they differ from those in the intervention.

1. An alternative intervention (e.g., an existing tutorial program, when the intervention being evaluated is a new one).
2. "Business-as-usual (whatever would ordinarily be available to the group targeted for the intervention)
3. No treatment at all (when the intervention represents a totally new type of service or activity)

Section 3.3 Study Sample and How Intervention and Comparison Groups are Selected/Assigned

The description of how the intervention and comparison groups are formed typically includes the following information:

Sample:

1. Identification of units eligible for participation (e.g., schools with low graduation rates; students who need developmental education)
 - a. Inclusion/exclusion criteria (e.g., grade level, test scores, demographics, major)
2. Unit at which groups are to be selected/assigned (e.g., school, faculty/class, student)
3. Target sample size at each level
4. The extent to which the sample represents the full population and settings being served by the intervention (e.g., sites, grade levels, demographic characteristics).

Selection/Assignment:

1. Method of assignment (e.g., random assignment, matching or other non-random approach)
2. Timing of when intervention and comparison groups are to be selected/assigned
3. Procedure for selecting/assigning groups (e.g., grouping eligible units on some common dimensions and then randomly assigning within those groups (“blocking” or “stratification”); characteristics used for matching)
4. Procedures for tracking units after selection/assignment and ensuring intervention delivery to correct group (e.g., monitoring “cross-overs” (comparison group members who inadvertently participate in the intervention) and “no-shows” (intervention group members who do not wind up participating in the intervention offered/available to them)).

Multi-semester/year and multiple cohort studies:

1. For multi-semester interventions (where the intervention is intended to be provided to the sample for more than one semester) and multiple-cohort studies (where multiple samples receive the intervention in different years), how the sample will be followed over time, including:
 - a. Length of intervention when outcomes are measured (e.g., after the intervention has been in place for one year, two years, and three years)
 - b. Grades/school year when outcomes measured (e.g., grade 12, freshman year)
 - c. Length of exposure for units measured at outcome (e.g., students who have participated in the intervention for two years)
 - d. Number of cohorts that will be included in the sample (e.g., college freshmen from fall 2015, fall 2016, and fall 2017)
 - e. Whether students will join the sample after the intervention and comparison groups have been assigned.

If cluster-level selection/assignment:

1. If groups are to be selected/assigned at the cluster level (e.g., school districts, schools, faculty, classes), criteria and procedures for identifying/selecting units within the cluster (e.g., all students in all developmental education classes will be included in the sample; students from one class section for each instructor will be included in the sample; a random sample of 10 students from each class will be included in the sample).
2. Inclusion/exclusion criteria

Section 3.4 Key Measures and Plan for Obtaining Data

Please identify the following:

1. Time period(s) the data will represent (e.g., spring 2016 and spring 2017 for cumulative credits earned)
2. Plans for transfer of administrative data or primary data collection, if applicable (e.g., spring 2016 credits earned will be obtained from school records during July-Aug 2016; a freshmen survey will be administered in fall 2016)
3. Plans to ensure the quality and consistency of data (e.g., strategies for common coding of records from multiple schools; procedures for training data collectors, such as those administering assessments or surveys; procedures for consistency across data collectors, such as those coding responses or observations)

4. For each outcome measure and baseline measure:
 - a. Name and/or description of measure (e.g., instrument and subtest; number of credits accumulated; graduation rate; SAT/ACT score)
 - b. Domain being measured (e.g., math achievement, persistence)
 - c. Unit of measurement (e.g., school, teacher, class, student)
 - d. How variables will be constructed for analysis (e.g., summing/averaging survey items; creating a composite measure; calculating z-scores)
 - e. Information about reliability and face validity
 - f. Indication of the baseline measure(s) that corresponds to each outcome (or if there is no corresponding baseline measure for a given outcome)
5. Other student, teacher, and/or school characteristics that will be included in impact analysis models as covariates or control variables.

Section 3.5 Statistical Analysis of Impacts

1. For each impact that will be estimated:
 - a. Provide a brief description of the intervention sample and comparison sample (e.g., transfer students that participate in the College support services intervention compared to transfer students that anticipate in the business-as-usual support services).
 - b. Outcome domain, outcomes measure, and unite of observation (e.g., school, teacher, class, student)
 - c. Timing of outcome measurement (i.e., duration of intervention or exposure)
 - d. Measures to be used to establish baseline equivalence
 - e. Unit of observation for baseline measure(s) (e.g., student, teacher, class, school)
 - f. Timing of baseline measurement (e.g., how long before the intervention was offered)
2. Specification of the statistical model used to estimate the impact of the intervention
3. Approach to handling missing data (for outcomes, baseline variables, and other covariates)
4. Strategy for dealing with multiple comparisons (i.e., adjusting the threshold for statistical significance for multiple tests with the same outcome domain)
5. Subgroups for which the study plans to estimate intervention impacts, if applicable

6. For RCTs, plans for handling crossovers and no-shows
7. The estimated minimum detectable effect size, based on the design, planned sample size, and stated assumptions about other relevant factors affecting power (e.g., ICC, R-square)

Section 3.6 Attrition (RCTs Only)

Attrition occurs when eligible units (schools, teachers, students) are randomly assigned but, for whatever reasons, data cannot be collected from them. Significant amounts of attrition from either the intervention or comparison/control group or both groups can compromise the initial comparability of the groups resulting from random assignment and potentially lead to biased estimates of the intervention's impact.

For RCTs, this section should describe the strategies that will be used to minimize attrition (school, teacher, student) from the sample. Specifically, the plan should address efforts to maximize the number of units in the sample used to analyze impacts (i.e., those with outcome data).

In addition to describing strategies for minimizing attrition, it is also typical to describe the plan for calculating attrition (i.e., the difference between the number of units assigned and the number of units in the analytic sample – for the sample overall and for each condition separately). For RCTs in which students are randomly assigned to intervention and comparison/control conditions, attrition of students should be calculated, both the overall attrition (average, combining both groups) and the differential attrition (the difference in the attrition for each group separately). For RCTs in which clusters (schools, teachers/classrooms) are randomly assigned and joiners are not included in the sample, the overall and differential attrition of both clusters and students should be calculated. For RCTs in which clusters are randomly assigned and joiners are included in the sample, the overall and differential attrition of clusters should be calculated.

Section 3.7 Baseline Equivalence Testing (QEDs and RCTs with High Attrition)

The section on baseline equivalence testing should include a detailed description of plans for assessing whether the intervention and comparison groups in the analytic sample (i.e., those with outcomes data and included in the impact analysis) are equivalent at baseline on the baseline measure(s) identified for each outcome. The plan for assessing baseline equivalence typically describes the analytic approach that will be used to estimate the intervention-comparison group difference at baseline. Examples of these analytic approaches include:

- Difference between mean values for each group
- Intervention parameter estimate from a regression model with a baseline measure on the left-hand side, as a dependent variable, and the same structural components as the impact model, such as stratum dummies, random terms, or multilevel structure).

This section should also indicate that the standard deviation of the baseline measures will be reported for both the intervention group and the comparison group.

Section 3.8 Implementation Evaluation

An implementation study provides essential contextual information for understanding the intervention and interpreting its impacts. Implementation studies yield important information about when, why, and how interventions work. An implementation study plan should include (a) a well specified logic model that outlines the key components of the intervention/program; (b) research questions linked to the logic model, including questions about the extent to which the implementation of the program matches the program as planned (fidelity of implementation); (c) plans for systematic, valid data collection; and (d) plans for how the data will be analyzed.

Section 3.9 Logic Model for the Intervention(s)

The section on the logic model for the intervention would typically include both the graphic illustration and a narrative description of the logic model (i.e., the intervention as planned). Although a narrative description is sufficient, a graphic illustration often helps summarize key intervention components, mechanisms of change, and targeted outcomes. In some cases, aspects of the intervention, target sample, or outcomes may change throughout the planning stages, so carefully review and update your logic model so that it's consistent with your current evaluation plans.

The narrative generally describes the intervention with a sufficient level of detail to allow for replication, if found effective, and includes the following:

- A clear statement of the population for which it is intended;
- The theoretical basis for the intervention;
- The expected causal mechanisms by which the intervention should work;
- A detailed description of the intervention's content and organization, its duration, the amount required for each activity, intervention procedures, etc.
- The hypothesized connections between activities and intended outcomes.

The graphic illustration generally shows all program inputs, program activities, and theorized short-term, intermediate, and long-term outcomes including:

- The key components of the intervention (e.g., professional development model, curricular materials, administrative supports)
 - The activities associated with each key component
 - Professional development activities with faculty, coaches, administrative staff. Specify each type of PD activity, the amount offered/required, and who is providing the PD. This includes on-line training as well as in-person training, mentoring, coaching, etc.
 - Instructional strategies with students, including content of instruction, instructional materials, instructional approaches, uses of technology, formative assessment. Indicate the dosage or level of exposure students are expected to have to the programmatic elements.
 - Classroom environment elements, such as student groupings, use of time.
- Direct outcomes for faculty, administrators, students, etc.
- Intermediate outcomes (mediators) for faculty (e.g., changes in instructional practice), administrators, classroom environments, school climate, student attitudes, etc.
- Long-term outcomes for faculty, administrators, students (e.g., student academic achievement, persistence), etc.

For help in creating a logic model, see the following resources:

- Regional Education Laboratory – Pacific, Education Logic Model Application (An interactive tool for developing a logic model). Available at: <http://relpacific.mcrel.org/resources/elm-app>
- W.K. Kellogg Foundation (2004). W.K. Kellogg Foundation Logic Model Development Guide. Battle Creek, MI: W.K. Kellogg Foundation. Available at: <http://www.smartgivers.org/uploads/logicmodelguidepdf.pdf>

- Knowlton, L.W. & Phillips, CC. The logic model guidebook: Better strategies for great results. Los Angeles: Sage; 2009.
- McLaughlin, J., & Jordan, G. (1999). Logic models: A tool for telling your program's performance story. *Evaluating and Program Planning*, 22, 65-72.

Section 3.10 Research Questions for Implementation Evaluation

This section should include the research questions that the implementation study will address, and may include the following types of questions:

- Were the key components of the intervention implemented with fidelity (i.e., were the key components implemented as planned)?
- What was the amount of variation in implementation fidelity?
- What was the relationship of fidelity of implementation to intermediate outcomes associated with changes in faculty, coaches, counselors, or other individuals implementing the intervention?
- What were the barriers to and facilitators of implementation?

Section 3.11 Data Collection Plan and Key Measures

The data collection plan for the implementation study would typically include:

- Schedule of data collection for each source of data
- Who is responsible for collecting each data source
- Plans for transfer of data to NSWERS
- The data sources that will be used to construct measure(s) of implementation fidelity
- Plan for coding and scoring data to construct measures of implementation fidelity, including:
 - Measurable indicators within each key component
 - Plan for combining indicator scores to create a fidelity score for each key component
 - Unit of measurement
 - Plan for defining the threshold for determining whether each key component was implemented with (or without) fidelity at the sample level.

Section 3.12 Analysis Approach

The description of the analysis approach would typically describe how the fidelity data and other implementation data will be analyzed to address the research questions.

Section 3.13 Other Investigations

The section on “other investigations” is the place to describe analyses that are intended to explore the intervention using analytic approaches that are not formal implementation studies. Some examples include studies that compare different amounts of exposure to an intervention (e.g., studies of dosage); explore the relationship between implementation fidelity and outcomes; or examine moderator effects (e.g., interaction effects). There is no expectation that the evaluation will include these types of analyses, so this section may be blank.

To the extent possible, the descriptions here should follow the components of the impact evaluation sections (if the analyses are intended to examine effectiveness) or the implementation evaluation sections (if the analyses are intended to examine qualitative features of the intervention).

APPENDIX I

NSWERS PARTNER EVALUATION 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 requested evaluation of Federal and State supported education programs;

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. Term of Agreement.** This Agreement shall take effect upon its signing by all Parties. This Agreement may be amended at any time by mutual agreement of all Parties. All parties will conduct an independent review of this Agreement on an annual basis. This Agreement shall remain in effect until terminated by written notification from one party to another.
- 2. Designation of Authorized Representative.** NSWERS is hereby formally recognized as an authorized representative of the Partner Entity in order to undertake and complete the requested evaluation of Federal and State supported education programs.
- 3. Disclosure of Personally Identifiable Information.** In order to complete the requested 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 described herein, satisfies all requirements of this agreement, and is consistent with the requirements of state and federal law.

4. Use of Personally Identifiable Information. Personally identifiable information identified in Paragraph 2, above, shall be used to undertake and complete the requested 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. Exhibit A, below, specifically identify the manner in which such data will be used. Personally identifiable information shall be accessed and used consistent with NSWERS policies and state and federal law.

5. 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 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 NSWERS policies and procedures and 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 described herein.

- 6. 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.
- 7. Deference to Transmitting Entity.** NSWERS shall return or destroy any personally identifiable information disclosed to it by the Partner Entity upon request.
- 8. Incorporation of Interlocal Agreement.** The Parties enter this agreement consistent with their relationship as defined by the Interlocal Agreement establishing NSWERS. That Agreement is attached hereto as Exhibit B and incorporated herein by reference.

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APPENDIX J

DATA-SHARING AGREEMENT RELATED TO GENERAL EVALUATION REQUESTS

This Agreement is entered into by and between (insert third-party entity) (hereinafter “Third-Party”), (insert Sponsoring partner entity) (hereinafter the “Sponsoring Partner”), 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, Third-Party has a *bona fide* interest in an evaluation designed to examine the effects of an intervention in order to discover those policies, processes, and practices that best improve education and workforce outcomes for students;

WHEREAS, the Sponsoring Partner has determined that the specific scope of the intervention and set of specific aims of the requested evaluation so closely align with those of the Sponsoring Partner that the Sponsoring Entity wishes for the Third-Party’s evaluation request to be considered their own;

WHEREAS, NSWERS has examined the merit and feasibility of the evaluation as proposed and determined that the proposed evaluation aligns with all requirements of state law, federal law, and NSWERS policy;

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

[Delete if no data must be disclosed by the Third-Party to undertake the requested evaluation.] WHEREAS, it is necessary for the Third-Party to disclose to NSWERS supplemental information related to education records;

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, the Parties, the following terms shall govern the exchange, maintenance, and disclosure of personally identifiable information disclosed from education records.

- 1. Term of Agreement.** This Agreement shall take effect upon its signing by all Parties. This Agreement may be amended at any time by mutual agreement of all Parties. All parties will conduct an independent review of this Agreement on an annual basis. This Agreement shall remain in effect until terminated by written notification from one party to another.
- 2. Designation of Authorized Representative.** NSWERS is hereby formally recognized as an authorized representative of the Sponsoring Partner and the Third-Party in order to undertake and complete the requested evaluation of Federal and State supported education programs.
- 3. Disclosure of Personally Identifiable Information.** In order to complete the requested evaluation of Federal and State supported education programs, the Sponsoring Partner shall disclose to NSWERS personally identifiable information from student education records. Specifically, the following personally identifiable information shall be disclosed to NSWERS as appropriate:
 - All information maintained by the Sponsoring Partner and described in the Evaluation Proposal, attached as Exhibit A.

[Delete if no data must be disclosed by the Third-Party to undertake the requested evaluation.] In order to complete the requested evaluation of Federal and State supported education programs, the Third-Party shall disclose to NSWERS the following information as appropriate:

- All information maintained by the Third-Party and described in the Evaluation Proposal, attached as Exhibit A.

Third-Party warrants and represents that it has the authority to disclose the information identified in this paragraph.

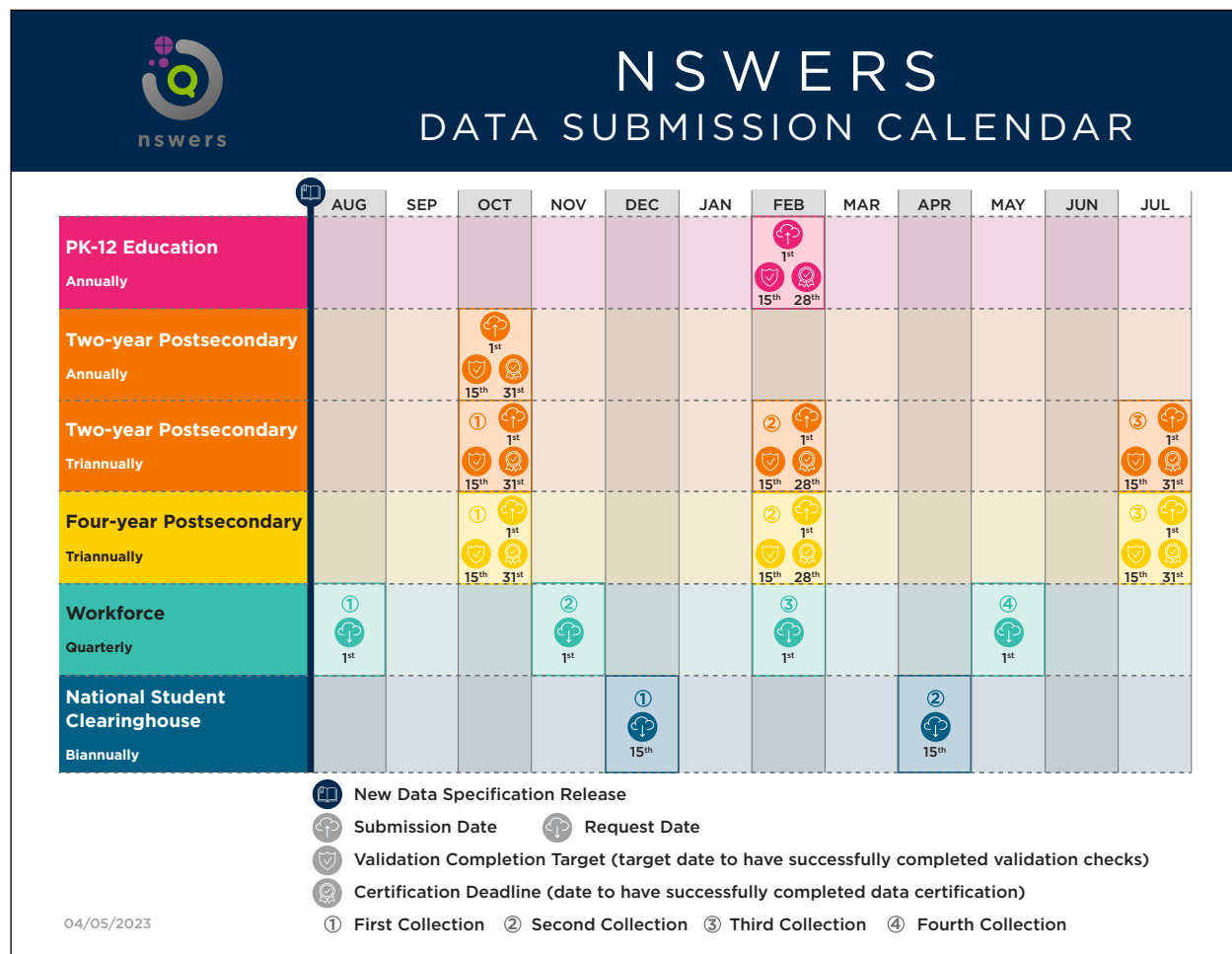
Personally identifiable information disclosed pursuant to this agreement may be re-disclosed to authorized representatives and agents of the Parties so long as such disclosure is for the purposes of completing the evaluation described herein, satisfies all requirements of this agreement, and is consistent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

- 4. Use of Personally Identifiable Information.** Personally identifiable information identified in Paragraph 3, above, shall be used to undertake and complete the requested evaluation of Federal and State supported education programs as defined in Exhibit A, 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. Exhibit A, below, specifically identify the manner in which such data will be used. Personally identifiable information shall be accessed and used consistent with NSWERS policies and state and federal law.
- 5. 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 Sponsoring Partner and Third-Party when that information is no longer necessary for the purposes of the evaluation of the Sponsoring Partner's Federal and State supported education programs, or as otherwise directed by the Sponsoring Partner. 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 NSWERS policies and procedures and 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 described herein.
- 6. Maintenance of Records.** NSWERS shall maintain all personally identifiable information in accordance with all applicable Federal and State laws and NSWERS 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.
- 7. Deference to Transmitting Entity.** NSWERS shall return or destroy any personally identifiable information disclosed to it by the Sponsoring Partner and Third-Party upon request.
- 8. Incorporation of and Deference to Interlocal Agreement.** The Parties enter this agreement consistent with, and in deference to, the relationship of NSWERS and Sponsoring Partner as defined by the Interlocal Agreement establishing NSWERS. That Agreement is attached hereto as Exhibit B and incorporated herein by reference.

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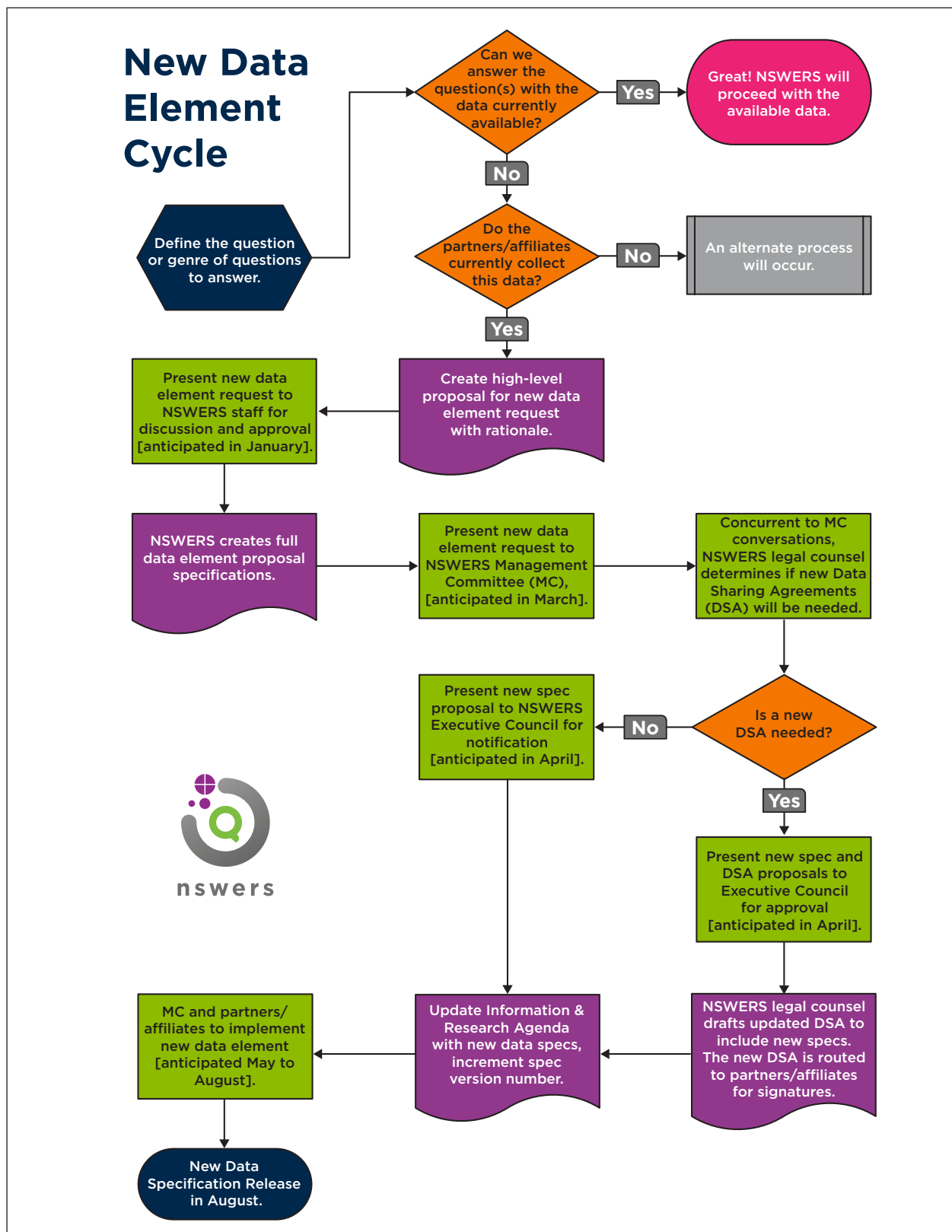
APPENDIX K

NSWERS DATA SUBMISSION CALENDAR



APPENDIX L

NSWERS NEW DATA ELEMENT PROCESS FLOWCHART



APPENDIX M

NSWERS CHANGE SUMMARY

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

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

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

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

Version 2.3 - adopted by the NSWERS Executive Council on August 15, 2023

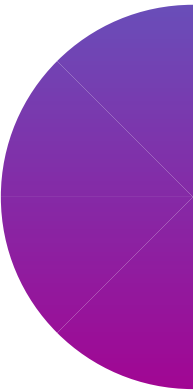
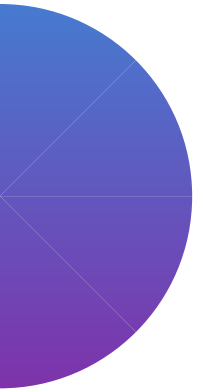
- Includes the additional policy section related to Evaluation Requests

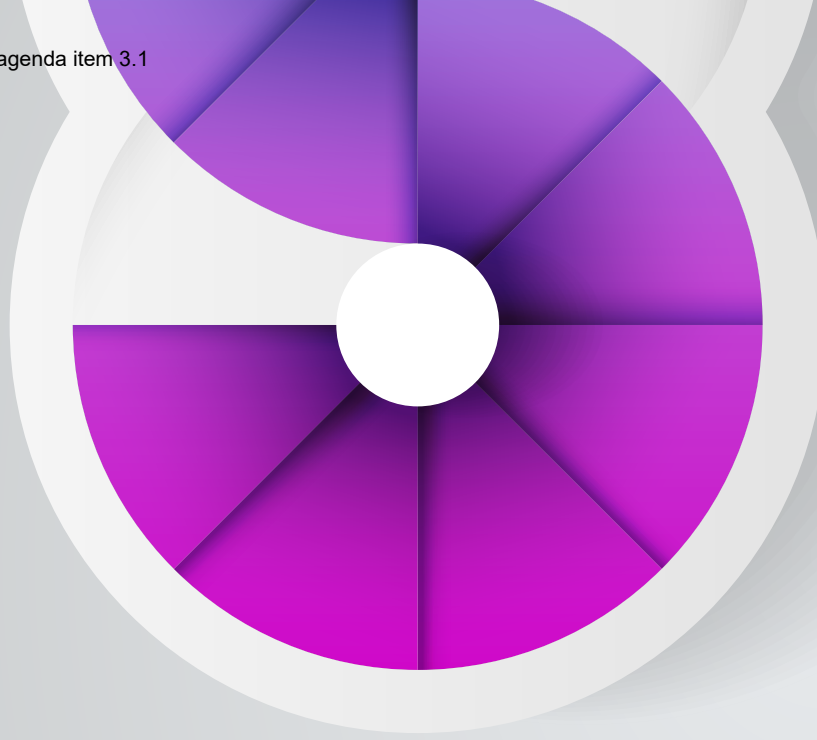
Version 2.4 - adopted by the NSWERS Executive Council on April 24, 2024

- Includes a revision to the policy section related to Data Access by NSWERS Staff

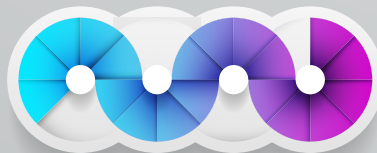
Version 2.5 - adopted by the NSWERS Executive Council on January 29, 2025

- Includes the addition of a policy section related to a Fee Schedule for Data and Evaluation Requests
- Includes a revision to the policy section related to Data Access by NSWERS Staff





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



Nebraska Statewide Workforce & Educational Reporting System

Business & Finance

Policy Name: Annual Audits

Policy Number: 6800

A. PURPOSE

To identify annual audit requirements.

B. DEFINITIONS

None.

C. POLICY

1. Annual Audit Requirements

The financial transactions and accounting records of NSWERS shall be audited annually. The annual audit will be reviewed by the Executive Council at the meeting following receipt of each audit. Copies of the audit reports shall be made available for public inspection.

1.1. APA ~~Audit~~Auditors

The NSWERS ~~Public~~ Audit will be conducted by a contracted ~~auditor-audit firm~~ approved by the Executive Council. Audits of other programs will be conducted annually as required.

FORMS/APPENDICES:

None.

Source:

Based on NSCS Policy 6800

Policy Adopted: July 31, 2025

Policy Revised:

NSWERS

Statement of Net Position

September 30, 2025 and June 30, 2025

Unaudited

	Unaudited	Unaudited
	9/30/2025	6/30/2025
Assets		
Assets:		
Cash & Investments (Note A)	\$ -	\$ -
Accounts Receivable	598,585	169,509
Prepaid Expenses	27,884	45,790
Intangible Assets, net of accumulated amortization	817,157	865,225
Total Assets	<u>1,443,626</u>	<u>1,080,524</u>
Liabilities		
Liabilities:		
Accounts Payable	36,921	62,730
Due to the University of Nebraska	598,585	151,924
Accrued Salaries and Wages	-	-
Accrued Compensated Absences	90,453	90,453
Total Liabilities	<u>725,959</u>	<u>305,107</u>
Net Position		
Net investment in capital assets	817,157	865,225
Unrestricted	(99,490)	(89,808)
Total Net Position	<u>\$ 717,667</u>	<u>\$ 775,417</u>
 Note A: Excludes cash held by the University of Nebraska Foundation		
Foundation Cash	<u>\$ 5,171,213</u>	<u>\$ 4,179,213</u>

NSWERS

Change in Net Position

For the Quarter Ended September 30, 2025

Unaudited

	FY26 Budget	Fiscal YTD 9/30/2025	Fiscal YTD Budget Variance
Operating Revenues			
Foundation contributions	\$ 4,265,500	\$ 429,076	\$ (3,836,424)
University of Nebraska System contributions	130,893	-	(130,893)
Nebraska Community Colleges contributions	130,893	-	(130,893)
Nebraska Department of Education contributions	130,893	-	(130,893)
Nebraska State College System contributions	130,893	-	(130,893)
Total Operating Revenues	4,789,072	429,076	(4,359,996)
Operating Expenses			
Wages	1,602,998	251,345	(1,351,653)
Benefits	532,361	74,549	(457,812)
Total Personal Services	2,135,359	325,893	(1,809,465)
Operating expenses	175,090	13,743	(161,347)
Amortization	-	48,068	48,068
Rent	-	-	-
Travel	67,760	-	(67,760)
Insurance	60,000	9,162	(50,838)
Legal services	25,000	18,746	(6,255)
Auditing services	25,000	-	(25,000)
Business services	85,000	21,147	(63,853)
Other contractual services	836,500	19,412	(817,088)
Software	90,720	30,654	(60,066)
Equipment	44,000	-	(44,000)
Total Operating Expenses	3,544,429	486,826	(3,057,603)
Increase in Net Position	1,244,643	(57,750)	(1,302,393)
Net Position			
Net position, beginning of year	-	775,417	-
Net position, end of year	\$ 1,244,643	\$ 717,667	\$ (1,302,393)

NSWERS

Supplemental Information

September 30, 2025

Unaudited

Contractual Services:	Contract Amount	Paid as of Sept 30, 2025	Remaining Contract Amount
University of Nebraska (Annual)	84,588	21,147	63,441
University of Nebraska IT (Cloud Services/Desktop Support)	Billable Rate	284,483	N/A
KSB School Law	Billable Rate	126,171	N/A
Don't Panic Labs (base contract amount)	507,040	772,178	(265,138)
MGT of America Consulting LLC	240,000	233,655	6,345
True North Technologies LLC	7,900	7,900	-
Don't Panic Labs (maintenance contract)	195,000	2,250	192,750

AGREEMENT TO EXTEND CORE SERVICES AGREEMENT

This Agreement to Extend the 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.

D. The University has successfully assisted NSWERS in the performance of those functions and activities pursuant to the terms and conditions contained in the "Core Services Agreement" entered into in December, 2021 and included as Attachment 1.

E. The original duration of the Core Services Agreement included as Attachment 1 has subsequently expired. Consistent with the terms and conditions of that agreement, the parties may renew the agreement by written and signed agreement.

F. The Parties wish to renew their agreement pursuant to the same terms and conditions described in the Core Services Agreement to be considered to have commenced at the expiration of the preceding term of duration.

Extension of Duration of Agreement

In consideration of the mutual promises and covenants set forth in the Core Services Agreement included as Attachment 1 and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and consistent with all terms and conditions included in that Core Services Agreement, the Parties agree to the following:

1. Duration. This Agreement will be considered to have continued to be effective following the expiration of the original term of duration of the agreement for a term of one (1) year, commencing December 9, 2023. 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 ninety (90) 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.

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. Kabourek
Title: Senior VP | CFO
Date: 02/13/2024 | 00:23 CST

NEBRASKA STATEWIDE WORKFORCE AND EDUCATIONAL REPORTING SYSTEM

By: Matthew J. Hastings
Printed Name: Matthew Hastings
Title: Executive Director
Date: 02/12/2024 | 13:35 CST

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.

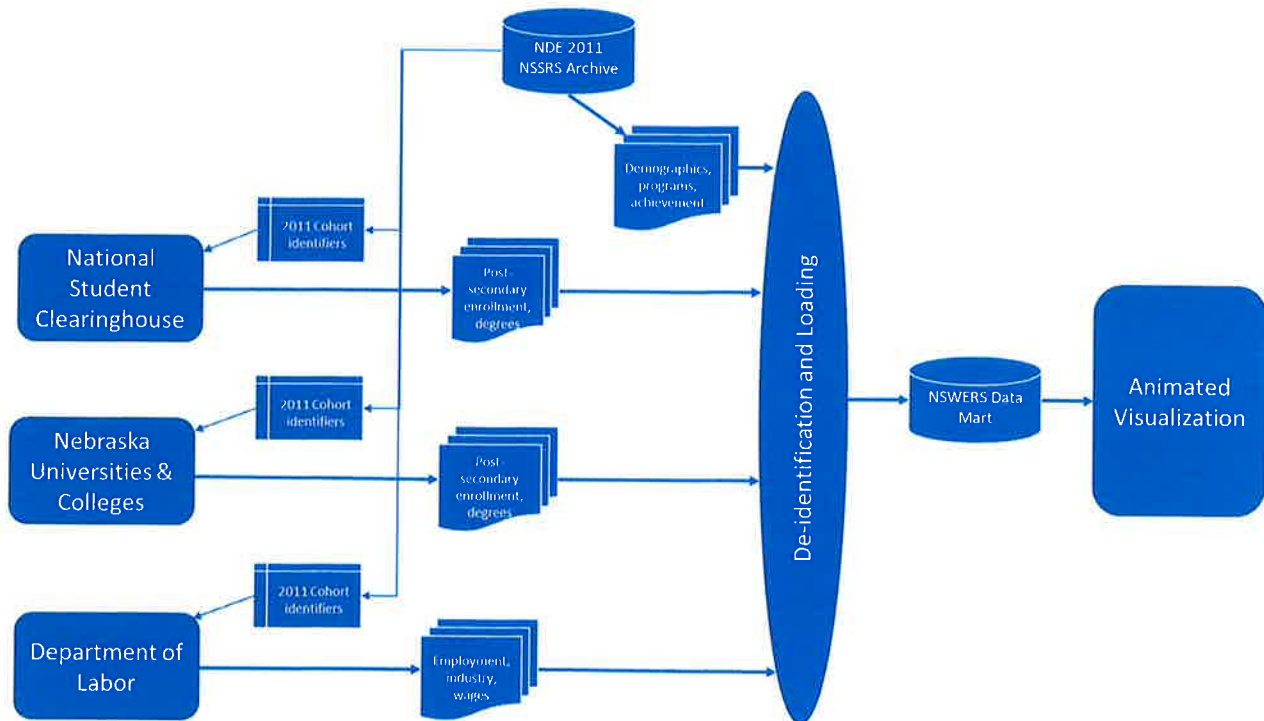
Technical Approach

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

Responsibility Matrix

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

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

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

[C] = Consulted – Engaged to provide input

[I] = Informed – informed of progress

Task	NSWERS/Student Teams	ITS Systems Hosting/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
Estimated Total	\$1,656