



National Council for State Authorization Reciprocity Agreements

A voluntary, regional approach to state oversight of distance education

DATA SHARING AGREEMENT

between
NC-SARA
and
<Institution Name>

I. PURPOSE, AUTHORITY, PARTIES AND TERM OF AGREEMENT

A. PURPOSE and AUTHORITY

The National Council for State Authorization Reciprocity Agreements (NC-SARA) and the nation's four regional education compacts (Midwestern Higher Education Compact, New England Board of Higher Education, Southern Regional Education Board, and the Western Interstate Commission for Higher Education) work in partnership to implement and manage the SARA initiative -- a voluntary, regional approach to state oversight of postsecondary distance education.

One measure of the progress of the SARA initiative will be the number of students enrolled by participating institutions in states other than their own, a process SARA is designed to facilitate and support. This Agreement addresses the collection and use of enrollment data that is to be annually submitted to NC-SARA by each participating SARA institution. This Agreement aligns with the State Authorization Reciprocity Agreement (SARA) adopted by the regional compacts and affirmed by NC-SARA; it adds no additional reporting requirements for SARA states or institutions.

NC-SARA has adopted the following policy regarding data collection:

"Institutions participating in the State Authorization Reciprocity Agreements (SARA) shall annually report to the National Council for State Authorization Reciprocity Agreements the number of students enrolled in the institution via distance education delivered outside the home state of the institution, disaggregated by state, territory, or district in which the students reside¹. The data shall be reported annually to NC-SARA one month following the due date for institutions to make their fall enrollment reports to the federal government's Integrated Postsecondary Education Data System (IPEDS).²

¹ Institutions shall use the means they currently employ to determine students' location.

² SARA Policies and Standards, Section 6. Data Submission Requirements for Institutions Participating in the State Authorization Reciprocity Agreement

NC-SARA will report these enrollments on its website, by institution, in the following format:

Out-of-State enrollments of SARA institutions via distance education						
	SARA State 1 <i>(example, Oregon)</i>	SARA State 2	SARA State 3	SARA State 4	Total in Non-SARA States	Total SARA + Non-SARA
Alaska						
SARA Institution 1						
SARA Institution 2						

This Agreement provides a framework that allows the exchange of data and clarifies how data will be submitted and used.

NC-SARA will not collect individually identifiable student data and will comply with the Family Educational Rights and Privacy Act (FERPA).³

B. PARTIES TO THE AGREEMENT

1. The National Council for SARA (NC-SARA) has been designated by the Internal Revenue Service as a non-profit organization under Section 501(c)(3) of the Internal Revenue Code. NC-SARA provides a voluntary, regional approach to state oversight of postsecondary distance education. Additional information is available at: www.nc-sara.org
2. <Institution Name> is a degree-granting institution that has been approved for SARA participation by their state.

C. PERIOD OF PERFORMANCE

This Agreement shall be effective when signed by both parties and shall remain in effect so long as the institution remains a SARA institution.

II. ENTITIES RECEIVING AND PROVIDING DATA

ENTITY RECEIVING DATA: NC-SARA
 CONTACT PERSON: Jennifer Shanika
 TITLE: Administrative Manager
 ADDRESS: 3005 Center Green Drive, Suite 130, Boulder, CO 80301-2204
 EMAIL: jshanika@nc-sara.org

³ NC-SARA has obtained a formal legal opinion on this matter. That opinion is available at <http://nc-sara.org/files/docs/NC-SARA%20Chicago%20board%20booklet.pdf> pages 49-56

ENTITY PROVIDING DATA: <Institution Name>

CONTACT PERSON:

TITLE:

ADDRESS:

PHONE NUMBER:

EMAIL:

Data will be transmitted electronically through a secure link provided to the institution by NC-SARA.

III DESCRIPTION OF DATA

The data elements to be exchanged under this agreement (the "Data") include solely the number of students enrolled in the institution via distance education delivered outside the home state of the institution, disaggregated by state, territory, or district in which students are located. *The Data do not constitute protected individual-level data under FERPA and no personally identifiable information is shared.* Data are shared only in aggregate form with a cell size limitation of 10. (To address privacy concerns, enrollments below ten in any state shall be reported as zero.)

<Institution Name> shall annually report to NC-SARA. This data shall be reported one month following the due date for institutions to make their fall enrollment reports to the federal government's Integrated Postsecondary Education Data System (IPEDS). The first submission will be in spring, 2016. ⁴ NC-SARA shall establish the exact reporting deadlines each year.

IV. COLLECTION OF AND ACCESS TO DATA

A. METHOD OF ACCESS AND TRANSFER

Data will be obtained in the following manner:

Institutions will provide their data through a secure web form. Data will be stored on servers controlled by NC-SARA. Access to the data is controlled by logins and security settings.⁵

B. PERSONS HAVING ACCESS TO DATA

All persons who will have access to data have completed a Use and Disclosure of Data Agreement through NC-SARA.

⁴ The current IPEDS Data Collection Schedule is available on this IPEDS website

<https://surveys.nces.ed.gov/IPEDS/index.aspx>

⁵ Privacy statement for the vendor companies whose software are part of the data transmission and storage solution can be found at the following links: <http://www.qualtrics.com/privacy-statement/>; <http://www.salesforce.com/company/privacy/>

C. **FREQUENCY OF DATA EXCHANGE**

Data will be reported to NC-SARA annually, on a schedule to be announced each year.

V. **CONFIDENTIALITY**

NC-SARA will not disclose or use for its benefit, any confidential information, knowledge or data acquired by virtue of its relationship with the institution named in this Agreement. It is understood and agreed by the parties that the obligations of this paragraph shall survive the expiration or termination of this Agreement.

VI. **PROPERTY RIGHTS**

Original materials prepared by NC-SARA using aggregate data provided by SARA institutions in total including, without limitation: reports, proposals, analysis, writings, sound recordings, pictorial reproductions or materials of any type whatsoever, are and shall remain the sole property of NC-SARA. The institution will assert no right, claim or interest of any nature whatsoever with respect thereto, including specifically but, without limitation, any claim to statutory copyright or patent.

VII. **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirement of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

VIII. **TERMINATION**

Termination of this agreement will occur if an institution does not renew its SARA participation agreement with its home state or pay its required SARA fees. Termination may also occur if the state determines that the institution does not meet SARA requirements. (NC-SARA Policies and Standards, Section 3. Institutions and Participation, 4. Loss of institutional eligibility.)

IX. **RIGHT OF INSPECTION**

NC-SARA shall provide <Institution Name> the right of access to its facilities at all reasonable times, if requested, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

X. **ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

NC-SARA

Name

Date

Title

Signature

<Institution Name>

Name

Date

Title

Signature

