



National Council for  
State Authorization Reciprocity Agreements

*A voluntary, regional approach to state oversight of distance education*

**DATA SHARING AGREEMENT (*Agreement*)**  
**between NC-SARA and Institutions Participating in SARA**  
(Revised spring, 2019)

**I. PURPOSE, AUTHORITY, PARTIES AND TERM OF AGREEMENT**  
**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 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 is 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 *SARA Manual* published by NC-SARA and with the *Unified State Authorization Reciprocity Agreement* (SARA) adopted by the regional compacts and affirmed by NC-SARA.

NC-SARA has adopted the following policies regarding data collection (*SARA Manual*, Section 6 -- Data Submission Requirements for Institutions Participating in the State).

Institutions participating in the State Authorization Reciprocity Agreement (SARA) shall annually report to the National Council for State Authorization Reciprocity Agreements the number of students enrolled in the Institution engaged in distance education, disaggregated by state, territory, or district in which the students are located, including the Home State<sup>1</sup>. This would include both degree and non-degree for-credit courses. For details see annual issues of the *Data Reporting Handbook* provided by NC-SARA.

These data shall be reported annually to NC-SARA in the spring following the due date for institutions to make their previous fall enrollment reports to the federal government's Integrated Postsecondary Education Data System (IPEDS).

Beginning in spring, 2019, institutions participating in SARA shall also annually report to NC-SARA the numbers of their students engaged in certain experiential learning placements (rotations, internships, student teaching, etc.), disaggregated by State and two-digit *Classification of Instructional Programs* (CIP) codes as assigned by the U.S. Department of Education. For details see annual issues of the *Data Reporting Handbook* provided by NC-SARA.

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<sup>1</sup> Institutions shall use the means they currently employ to determine students' location.

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

The screenshot shows a web form titled "NC-SARA Annual Enrollment Reporting". In the top right corner, it says "Page: 1/2". Below the title is a section labeled "SARA States & Territories" which contains a grid of 28 rows and 2 columns of input fields. Each row corresponds to a state or territory, and each field is followed by a small red asterisk. The states listed are: Alabama, Arizona, Colorado, Delaware, Hawaii, Illinois, Iowa, Kentucky, Maine, Michigan, Mississippi, Montana, Nevada, New Jersey, New York, Alaska, Arkansas, Connecticut, Georgia, Idaho, Indiana, Kansas, Louisiana, Maryland, Minnesota, Missouri, Nebraska, New Hampshire, New Mexico, and North Carolina.

NC-SARA, on its website, will report out-of-state experiential learning placement data by institution in similar format.

This *Agreement* provides a framework that allows the exchange of specified 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). 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. See also [http://www.nc-sara.org/files/docs/NC-SARA-Memo-EdCouncil\\_2017.pdf](http://www.nc-sara.org/files/docs/NC-SARA-Memo-EdCouncil_2017.pdf) regarding small cell sizes.

Based on the advice of counsel, NC-SARA believes that the requested data, even in small cell sizes, generally would not be personally identifiable information and, therefore, would not trigger concerns in regard to the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), which addresses the privacy of student records maintained by or for schools (including institutions of postsecondary education) and school districts that are funded by programs of the U.S. Department of Education (USED). However, NC-SARA cautions that a postsecondary institution should apply its established policies for masking or suppressing small size data in reporting data to NC-SARA when **BOTH** of the following circumstances apply:

- (1) if the postsecondary institution believes that the disclosure of this small cell size information, when linked to other information available in the school community, will enable reasonable persons in the school community who do not have knowledge of the specific circumstances to identify the student; and
- (2) if disclosure of the information is not covered by the institution's directory information policy, or – if it is covered --students have opted out of that policy.

#### A. 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](http://www.nc-sara.org).
2. Each postsecondary institution participating in SARA is a degree-granting institution that has been approved for SARA participation by its state.

#### B. PERIOD OF PERFORMANCE

This *Agreement* shall be effective when signed by the President and CEO of NC-SARA and approved by reference in the enrollment data submission of the participating institution. It shall remain in effect so long as the institution remains a SARA-participating institution.

## II. ENTITIES RECEIVING AND PROVIDING DATA

ENTITY RECEIVING DATA: NC-SARA  
 CONTACT PERSON: Jennifer Shanika  
 TITLE: Assistant Director for Technical Operations  
 ADDRESS: 3005 Center Green Drive, Suite 130  
 Boulder, CO 80301-2204  
 EMAIL: [data@nc-sara.org](mailto:data@nc-sara.org)

ENTITY PROVIDING DATA: Each institution participating in SARA.

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:  
 1) the number of students enrolled exclusively in the institution by means of distance education, disaggregated by state, territory, or district in which students are located, including the Home State; and 2) the numbers of students engaged in certain out-of-state learning placements (e.g., experiential learning placements, rotations, clinicals, internships, student teaching, etc.), disaggregated by state and two-digit *Classification of Instructional Programs (CIP)* codes as assigned by the U.S. Department of Education. The Data do not constitute protected individual-level data under FERPA and no personally identifiable information is shared. Data are shared only in the manner reported by the institution, with no further

disaggregation.

Each institution participating in SARA shall annually report this data to NC-SARA. The data shall be reported in the spring following the due date for institutions to make their fall enrollment reports to the federal government's Integrated Postsecondary Education Data System (IPEDS).<sup>2</sup> Institutions not participating in federal Title IV student assistance programs, and therefore not reporting to IPEDS, shall nevertheless report this data to NC-SARA using the same schedule. NC-SARA shall establish the exact reporting dates each year and will annually publish the *NC-SARA Data Reporting Handbook*, providing detailed information. **Data reporting for spring 2019 (both surveys) will begin on May 14, 2019 and conclude on June 4, 2019.**

#### 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 secure web forms. Data will be stored on servers controlled by NC-SARA. Access to the data is controlled by logins and security settings.<sup>3</sup>

##### B. PERSONS HAVING ACCESS TO DATA

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

##### C. FREQUENCY OF DATA EXCHANGE

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

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<sup>2</sup> The current IPEDS Data Collection Schedule is available on this IPEDS website:  
<https://surveys.nces.ed.gov/IPEDS/index.aspx>

<sup>3</sup> Privacy statement for the vendor companies whose software are part of the data transmission and storage solution can be found at the following links: <https://www.formassembly.com/privacy-policy/>;  
<http://www.salesforce.com/company/privacy/>

## 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. (*SARA Manual*, Section 3.7, -- Loss of institutional eligibility)

## IX. RIGHT OF INSPECTION

NC-SARA shall provide any institution participating in SARA the right of access to its offices 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**

Marshall A. Hill

March 14, 2019

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President and CEO, NC-SARA

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*Marshall A. Hill*

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**Signature**

**For institutional approval, see the institution's data submission(s), which include(s) approval of this document by reference.**