



National Council for State Authorization Reciprocity Agreements

A voluntary, regional approach to state oversight of distance education

DATA SHARING AGREEMENT

between

NC-SARA

and

Institutions Participating in SARA

(Revised spring, 2017)

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 *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; 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 are located¹. 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 Manual*, 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:

Institution Name

The screenshot shows a web form titled "NC-SARA Annual Enrollment Reporting" with a page indicator "Page: 1/2". Below the title is a section labeled "SARA States & Territories" which contains a grid of 24 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.

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).

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 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, we caution 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.

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. Each postsecondary institution participating in SARA is a degree-granting institution that has been approved for SARA participation by its state.

C. PERIOD OF PERFORMANCE

This Agreement shall be effective when signed by the executive director 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 institution.

II. ENTITIES RECEIVING AND PROVIDING DATA

ENTITY RECEIVING DATA: NC-SARA
CONTACT PERSON: Jennifer Shanika
TITLE: Technical Operations Manager
ADDRESS: 3005 Center Green Drive, Suite 130, Boulder, CO 80301-2204
EMAIL: 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 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.

Each institution participating in SARA shall annually report this data to NC-SARA. The 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).³

NC-SARA shall establish the exact reporting deadlines each year. **Data reporting for spring 2017 shall begin on May 22 and conclude June 14.**

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.⁴

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.

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

³ The current IPEDS Data Collection Schedule is available on this IPEDS website:

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

⁴ 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/>

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 3.6 -- Loss of institutional eligibility.)

IX. RIGHT OF INSPECTION

NC-SARA shall provide any institution participating in SARA 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

Marshall A. Hill

March 24, 2017

Name

Date

Executive Director, NC-SARA

Title

Marshall A. Hill

Signature

For institutional approval, see the institution’s data submission, which includes approval of this document by reference.