



## **DATA SHARING AGREEMENT (*Agreement*) between NC-SARA and Institutions Participating in SARA (Revised January 2021)**

### **I. PURPOSE, AUTHORITY, PARTIES, AND TERM OF AGREEMENT**

The National Council for State Authorization Reciprocity Agreements (NC-SARA), in collaboration with the four regional higher education compacts, was established to develop and implement an effective and efficient reciprocal state-level authorization process for postsecondary distance education. Its mission is to provide broad access to postsecondary education opportunities to students across the country, to increase the quality and value of higher learning credentials earned via distance education, and to assure students are well served in a rapidly changing education landscape.

One measure of the progress of the State Authorization Reciprocity Agreements (SARA) initiative is the number of distance education students enrolled by participating institutions in states other than their own, a process SARA is designed to facilitate and support. This Data Sharing Agreement (*Agreement*) addresses the collection and use of distance education enrollment data and out-of-state learning placement (OOSLP) data that is to be annually submitted to NC-SARA by each participating SARA institution. This *Agreement* aligns with the SARA Policy Manual published by NC-SARA.

NC-SARA has adopted the following policies regarding data collection (SARA Policy Manual, Section 6 -- Data Submission Requirements for Institutions Participating in SARA). Institutions participating in SARA shall annually report to NC-SARA the number of exclusively distance education students enrolled in the Institution, disaggregated by state, territory, or district in which the students are located, including the Home State (institutions shall use the means they currently employ to determine students' location). 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 distance education enrollment reports to the federal government's Integrated Postsecondary Education Data System (IPEDS). The NC-SARA data reporting window is May 15 through June 15 each year. Institutions participating in SARA shall also annually report to NC-SARA the number of their students engaged in certain learning placements (rotations, internships, student teaching, etc.), disaggregated by state/territory 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. NC-SARA will report distance education enrollment and learning placements on its website, by state and institution.

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).

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 FERPA at 20 U.S.C. § 1232g; 34 CFR Part 99 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. 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

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

#### B. TERM OF AGREEMENT

This *Agreement* shall be effective when signed by the President and CEO of NC-SARA and approved by reference in the 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:	Marianne Boeke, Ph.D.
TITLE:	Senior Director for Research and State Support
ADDRESS:	3005 Center Green Drive, Suite 130 Boulder, CO 80301- 2204
EMAIL:	<a href="mailto:data@nc-sara.org">data@nc-sara.org</a>
ENTITY PROVIDING DATA:	Each institution participating in SARA.

Data will be transmitted electronically through a secure link provided to the institution by NC-SARA. There are two online surveys at the link, one for distance education enrollment reporting and one for OOSLP reporting.

## 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 OOSLP (e.g., experiential learning placements, rotations, clinicals, internships, student teaching, etc.), disaggregated by state/territory 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 distance education enrollment reports to the federal government's Integrated Postsecondary Education Data System (IPEDS). The current IPEDS Data Collection Schedule is available on this IPEDS website:

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

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. The *Data Reporting Handbook* provides detailed information about distance education enrollment and OOSLP data reporting.

## 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 online surveys. Data will be stored on servers controlled by NC-SARA. Access to the data is controlled by logins and security settings.

(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/> and  
<http://www.salesforce.com/company/privacy/>)

#### B. FREQUENCY OF DATA EXCHANGE

Data will be reported to NC-SARA annually. The reporting window is May 15 through June 15 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, analyses, 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 NC-SARA fees. Termination may also occur if the state determines that the institution does not meet SARA requirements. (*SARA Policy Manual*, Version 20.3 Section 3.8 -- 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 herein.

**NC-SARA**

Lori Williams, Ph.D.  
President and CEO, NC-SARA

January 4, 2021

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**Signature**

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