National Council for State Authorization Reciprocity Agreements
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DATA SHARING AGREEMENT (*Agreement*) between NC-SARA and Institutions Participating in SARA (Revised January 2026)

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

The National Council for State Authorization Reciprocity Agreements (NC-SARA), in collaboration with the four regional 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 ensure students are well served in a rapidly changing education landscape.

This Data Sharing Agreement (*Agreement*) addresses the collection and use of exclusively distance education enrollment (EDEE) data and out-of-state learning placement (OOSLP) data that are to be submitted annually to NC-SARA by each SARA-participating institution. This *Agreement* aligns with the *SARA Policy Manual* published by NC-SARA.

NC-SARA has adopted specific policies regarding data collection, as described in *the SARA Policy Manual*, Section 6 -- Data Submission Requirements for Institutions Participating in SARA. Institutions participating in SARA shall report annually to NC-SARA the number of exclusively distance education (EDEE) 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). EDEE numbers shall include students enrolled in degree and/or non-degree for-credit courses.

Institutions participating in SARA shall also report annually to NC-SARA the number of students from their institution who engaged in out-of-state learning placements (OOSLP), such as rotations, internships, student teaching, etc. These data shall be disaggregated by state, territory, or district, and by two-digit *Classification of Instructional Programs (CIP)* codes, as assigned by the U.S. Department of Education.

More details about EDEE and OOSLP data are available in the most recent version of the *NC-SARA Data Reporting Handbook for Institutions* located on the NC-SARA Institution Directions for Data Reporting webpage. These data shall be reported annually to NC-SARA in the spring following the deadline for institutions to submit their reports of the previous fall's exclusively distance education enrollment (EDEE) to the federal government via the Integrated

Postsecondary Education Data System (IPEDS). The current IPEDS Data Collection Schedule is available on the IPEDS website: https://surveys.nces.ed.gov/IPEDS/. The NC-SARA data reporting window is May 15 through June 15 each year. NC-SARA will publish EDEE and OOSLP data on its Data Dashboards, which can be filtered by region, state, and institution.

This *Agreement* provides a framework and authorization for 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 (PII) and, therefore, would not trigger concerns regarding 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 cell size data in reporting to NC-SARA when ***BOTH*** of the following circumstances apply:

(1) 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) The 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 of NC-SARA and affirmed annually by the institution's CEO or CAO on the SARA institutional application. 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: President
ADDRESS: 3005 Center Green Drive, #130 - Boulder, CO 80301
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. The link grants access to two online reporting forms, one for EDEE data reporting and one for OOSLP data reporting.

III. DESCRIPTION OF DATA

The data elements to be exchanged under this *Agreement* (the "Data") include:

(1) The number of students enrolled in the institution exclusively by means of distance education (EDEE), disaggregated by state, territory, or district in which students are located, including the home state; and
(2) The number of students engaged in out-of-state learning placements (OOSLP), such as experiential learning placements, rotations, clinicals, internships, student teaching, etc., disaggregated by state, territory, or district and by 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 (PII) is shared. Data are shared only in the manner reported by the institution, with no further disaggregation.

IV. COLLECTION OF AND ACCESS TO DATA

A. METHOD OF ACCESS AND TRANSFER

Data will be transmitted to NC-SARA in the following manner: Institutions will provide their data through a secure online reporting portal. Data will be stored on servers controlled by NC-SARA. Access to the data is controlled by login and security settings.

Privacy statements for the companies whose software is part of the data transmission and storage solution can be found at the following links:

- 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. Institutions not participating in federal Title IV student assistance programs, and therefore not reporting to IPEDS, shall nevertheless report these data to NC-SARA following the same timeline and process.

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-participating 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. (Please see the most current *SARA Policy Manual* on the NC-SARA website for details.)

IX. 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

Marianne Boeke

Marianne Boeke, Ph.D. January 1, 2026
President

For institutional approval, see the institution's application or renewal document, which includes approval of this document by reference.