



National Council
for State Authorization
Reciprocity Agreements

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

State Authorization Reciprocity Agreements

Policy and Operations Manual

SARA Manual

Version 16.3

December 2016

SARA Manual

Version 16.3 • December 2016

State Authorization Reciprocity Agreements Policy and Operations Manual

- Incorporates, updates and replaces previous versions of *SARA Policies and Standards*
- Incorporates, updates and replaces previous versions of *SARA FAQs*
- Includes procedures for use by states and institutions for SARA application, renewal, payment of fees and data collection
- Includes as appendices the *Unified State Authorization Reciprocity Agreement* approved December 1, 2015 and the *C-RAC Guidelines*.



**National Council for
State Authorization
Reciprocity Agreements**

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

Introduction to the *SARA Manual*

Any degree-granting institution in the U.S. must be authorized by a governmental entity to issue degrees. The “government” is typically a state government, but it can also be Congress or an American Indian tribe. In addition, the U.S. Department of Education requires proof of state authorization as a condition of eligibility to participate in Title IV student assistance programs. SARA policy is intended to be consistent with federal law and is therefore subject to change based on federal rulemaking.

SARA pertains to approval of distance education courses and programs offered across state lines by postsecondary institutions that already have degree authorization in at least one state. SARA centralizes the authorization process for each institution in a single state called the institution’s “home state.” Colleges or universities in a SARA state therefore only need their home state authorization to offer distance education to students in any other SARA member state, subject to certain limitations.

The State Authorization Reciprocity Agreements (SARA) were developed from 2011 through 2013 and began operating in January, 2014. The original four regional agreements were slightly different and were superseded by the *Unified Agreement* in December, 2015. States may join SARA if they wish to do so; membership is voluntary. Likewise, if a state joins, its eligible institutions have the option of participating, but are not required to do so.

In the course of preparing this first *SARA Manual*, the 2013-2015 *Policies and Standards* and the FAQs published through February, 2016 were merged and updated and their physical layout was revised. The FAQs have been retitled *Explanatory Notes* and placed in appropriate sections.

All references to portal *agencies* have been changed to portal *entities* because in many states, the term “agency” has a special and limited meaning, and in some cases states have established special joint entities to oversee SARA.

This *Manual* codifies existing SARA policy as of December 2016. It will be numbered Version 16.1. Future changes will follow this numbering sequence, with the last two digits of the calendar year followed by a version number. A current version of the *Manual* will be maintained on the NC-SARA web site.

These changes may require eventual revisions to some states’ references to SARA in state documents.

Questions about SARA?

Questions inside an institution

In general, questions from faculty, students or other interested people inside an institution should go first to the institution's SARA liaison officer, if one has been designated.

Questions from an institution's SARA liaison staff regarding SARA

Questions from institutions should be directed as follows:

State specific SARA Activities – to STATE PORTAL ENTITY¹

- State SARA Fees
- Institution application status
- Institution renewal status
- Institution renewal defaults – deadlines missed and late fees
- Institution Accreditation changes
- Institution SARA status changes

SARA Policies and Procedures – to REGIONAL COMPACT

- State application status
- State renewal status
- Questions about C-RAC *Guidelines*

National Reporting and SARA Oversight – to NC-SARA OFFICE²

- NC-SARA Salesforce activity
- Complaint reporting
- Enrollment reporting
- NC-SARA payment activity
 - Initial NC-SARA payment
 - Renewal NC-SARA payment
 - NC-SARA late fees

¹ See <http://www.nc-sara.org/content/state-portal-entity-contacts> for current contact information

² See <http://www.nc-sara.org/sara-staff> for current contact information

Regional Compacts

Midwestern Higher Education Compact (MHEC)

Jennifer L. Parks, M.A.
Director, M-SARA
Midwestern Higher Education Compact
105 Fifth Avenue South, Suite 450
Minneapolis, MN 55401
612.287.5131
jennyp@MHEC.org
www.mhec.org/sara

New England Board of Education (NEBHE)

Sandra J. Doran, Esq.
Director, N-SARA
New England Board of Higher Education
45 Temple Place
Boston, MA 02111
617.533.9524
sdoran@nebhe.org
www.nebhe.org/sara

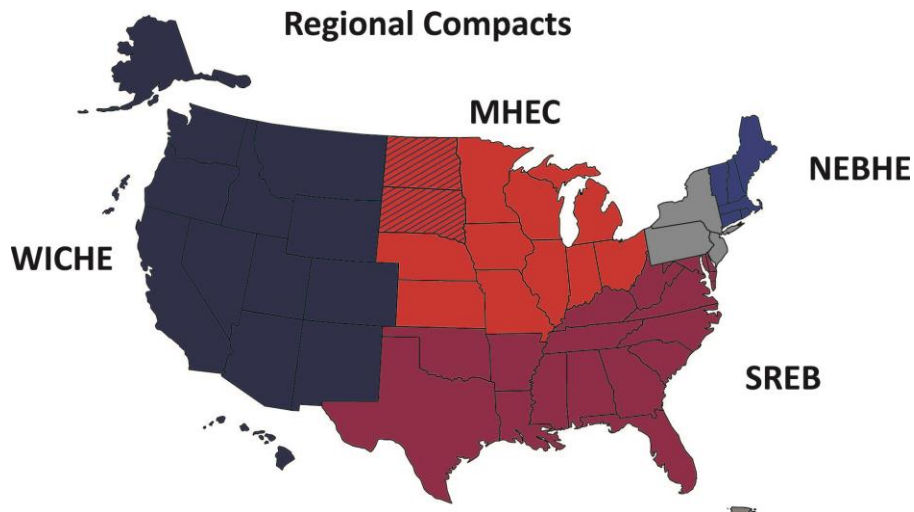
Southern Regional Education Board (SREB)

Mary A. Larson, M.Ed.
Director, S-SARA
Southern Regional Education Board
592 10th Street N.E.
Atlanta, GA 30318-5776
404.875.9211 ext. 219
mary.larson@sreb.org
www.sreb.org/sara

Western Interstate Commission for Higher Education (WICHE)

John Lopez, Ph.D.
Director, W-SARA
Western Interstate Commission for Higher Education
3005 W. Center Green Drive,
Suite 130
Boulder, CO 80301
303.848.3764
jlopez@wiche.edu
www.wiche.edu/sara

States shown in gray are not members of a regional compact but may affiliate with one for purposes of SARA. States shown hatched are members of both WICHE and MHEC. North Dakota operates in SARA via MHEC; South Dakota via WICHE.





National Council for State Authorization Reciprocity Agreements

A voluntary, regional approach to state oversight of distance education

NC-SARA Staff Contacts

Marshall Hill, Ph.D.
Executive Director
National Council for State
Authorization Reciprocity Agreements
3005 W. Center Green Drive, Suite 130
Boulder, CO 80301
303.848.3283
mhill@nc-sara.org
www.nc-sara.org

Jennifer Shanika
Technical Operations Manager
Communications Coordinator
National Council for State
Authorization Reciprocity Agreements
3005 W. Center Green Drive, Suite 130
Boulder, CO 80301
303.848.3278
jshanika@nc-sara.org
www.nc-sara.org

Holly Martinez
National Council for State
Authorization Reciprocity Agreements
3005 W. Center Green Drive, Suite 130
Boulder, CO 80301
303.848.327
hmartinez@nc-sara.org
www.nc-sara.org

For questions and information requests, please contact
info@nc-sara.org

Contents

Regional compact mapIntroductory pages

PART 1 - Policies and Standards

Section 1: Definitions 8

Section 2: States and Membership

2.1 Eligibility 11
2.2 Application 11
2.3 Member Withdrawal..... 11
2.4 Member Removal 11
2.5 Functional Responsibilities of States..... 12
2.6 State Renewal..... 15

Section 3: Institutions and Participation

3.1 Eligibility 16
3.2 Provisional Admission 18
3.3 Application Process..... 19
3.4 Participation Fees..... 20
3.5 Renewals 21
3.6 Loss of Eligibility to Participate in SARA 22

Section 4: Consumer Protection

4.1 Applicability of SARA standards 23
4.2 Role of Home State..... 23
4.3 Examples of Consumer Protection Issues 23
4.4 Responsibility for Resolving Complaints..... 23
4.5 Process for Resolving Complaints..... 24
4.6 Oversight of Complaint Investigation..... 25
4.7 Applicability of C-RAC *Guidelines* 25

Section 5: Coverage and Limitations of SARA

5.1 Coverage of SARA 27
5.2 Programs Leading to Professional Licensure 27
5.3 Field Trips and Seasonal Residential Activity 28
5.4 Short Courses and Seminars..... 29
5.5 Third-party Providers 29
5.6 Offerings on Military Bases 29
5.7 Participation by Tribal Colleges 29
5.8 Participation by Federally Owned or Chartered Institutions 30
5.9 Hybrid Programs (on-ground & distance ed mixed) 30
5.10 Dual-credit Courses (college level & high school) 30
5.11 Tutoring 30
5.12 a. Physical Presence (list of activities *not* covered by SARA) 31
 b. Absence of Physical Presence (list of activities covered by SARA) 32
5.13 Supervised Field Experiences 34
5.14 Student Mobility (effect of physical location of student) 34
5.15 Location of Faculty

Section 6: Data Submission Requirements

6.1 Data Submission to SARA 34
6.2 Data Use by SARA 35

Section 7: Complaint Resolution Reporting

7.1 Duties of States 35
7.2 Duties of NC-SARA 36

Section 8: Questions about SARA and Revision Process for SARA Policies

8.1 Basic Procedure for Questions about SARA 36
8.2 Minor Modifications 37
8.3 Significant Modifications..... 37

Section 9: Record of Revisions to SARA Policies and Standards..... 38

Section 10: Index to Policies and Standards..... 41

Appendices

- A. SARA Unified Agreement
- B. C-RAC Guidelines

State Authorization Reciprocity Agreements

Policies and Standards

Section 1. Definitions

1. “Accredited” means: holding institutional accreditation by name as a U.S.-based institution from an accreditor recognized by the U.S. Department of Education.
2. “Affiliate Member” is a state or territory that affiliates with a regional compact under the terms of SARA in order to participate in SARA but is not a full member of that compact. The term “member state” when used in this document includes affiliate members.
3. “Approve” or “Approval” in the context of an institutional application to operate under SARA means: a written statement by a home state that an institution meets the standards required by SARA and is eligible to operate under SARA.
4. “Authorized” means: holding a current valid charter, license or other written document issued by a state, the federal government or a recognized Indian tribe, granting the named entity the authority to issue degrees and operate within a state or jurisdiction.
5. “Bylaws” means: those bylaws established by the National Council for SARA for its governance, or for directing or controlling its actions and conduct.
6. “Charter” means: a document bearing the word Charter issued by proper governmental authority that names a college or university as a degree-granting institution authorized to operate under the laws of the issuing jurisdiction.
7. “Complaint” means: a formal assertion in writing that the terms of this agreement, or of laws, standards or regulations incorporated by this agreement, are being violated by a person, institution, state, agency or other organization or entity operating under the terms of this agreement.
8. “Council” means: the National Council for State Authorization Reciprocity Agreements, or in short form National Council for SARA, or NC-SARA.
9. “*C-RAC Guidelines*” and other uses of “C-RAC” refers to the *Interregional Guidelines for the Evaluation of Distance Education Programs (Online Learning)* for best practices in postsecondary distance education developed by leading practitioners of distance education and adopted by the Council of Regional Accrediting Commissions (C-RAC).
10. “Credits” means: numeric descriptors of completion of academic work applicable toward a degree, including the Carnegie unit system.

11. “Degree” means: An award conferred at the Associate level or higher by an institution as official recognition for the successful completion of a program of studies. (Based on IPEDS definition.)
12. “Distance Education” means: instruction offered by any means where the student and faculty member are in separate physical locations. It includes, but is not limited to, online, interactive video and correspondence courses or programs.
13. “Faculty” means: a professional individual employed by or contracting with an institution primarily to teach, conduct research or provide related professional education services.
14. “Home State” means: a member state where the institution holds its legal domicile and accreditation. To operate under SARA an institution must have a single home state.
15. “Host State” means: a member state in which an institution operates under the terms of this agreement, other than the home state.
16. “Hybrid” means: an educational program or course that includes both face-to-face and distance education. Also known by the name “blended” and, sometimes, other terms.
17. “Institution” means: a degree-granting postsecondary entity.
18. “Legal Domicile” of an institution for purposes of SARA eligibility means: the state in which the institution’s principal campus holds its institutional accreditation and, if applicable, its federal OPEID number. In the event that the OPEID number is assigned to a campus that is in a different state than the principal accredited campus, the SARA committees of the affected regional compacts shall determine which is the home state for purposes of SARA.
19. “Member State” means: any state, district or territory that has joined this agreement.
20. “Non-degree award” means: a formal postsecondary award that does not carry the designation of Associate degree or higher.
21. “Non-domestic” institution is a term used by a host state to mean an institution operating in that state from a different home state.
22. “Operate” means: activities conducted by an institution in support of offering distance education degree or non-degree courses or programs in a state, including but not limited to instruction, marketing, recruiting, tutoring, field experiences and other student support services.
23. “Physical Presence” means: a measure by which a state defines the status of an educational institution’s presence within the state. See the special section on physical presence below for the SARA standard.

24. Portal Entity means: the state agency or other state body designated by each SARA member state to serve as the interstate point of contact for SARA questions, complaints and other communications.
25. “Regional Compact” means: the New England Board of Higher Education, Midwestern Higher Education Compact, Southern Regional Education Board or Western Interstate Commission for Higher Education.
26. “Rule” means: a written statement promulgated by the National Council for SARA that is of general applicability; implements, interprets or prescribes a policy or provision of the agreement; or an organizational, procedural, or other requirement of the Council, including these policies and standards.
27. “State” means: any state, commonwealth, district, or organized territory of the United States.
28. “Supervised field experience” means: a student learning experience comprised primarily of the practical application of previously studied theories and skills, under the oversight of a supervisor, mentor, faculty member or other qualified professional, located in the host state, who has a direct or indirect reporting responsibility to the institution where the student is enrolled whether or not credit is granted. The supervised field experience is part of a program of study offered by the enrolling SARA institution. Examples include practica, student teaching, or internships. Independent off-campus study by individual students not engaged in supervised field experience is exempt from requirements of SARA and does not constitute a physical presence of a postsecondary institution in a SARA member state.

Section 2. States and Membership

2.1 Eligibility for membership

- a. The state must be a member of one of the four interstate Regional Compacts that administer SARA, or must have concluded an agreement with such a compact covering SARA activity. The District of Columbia and U.S. Territories are also eligible to join SARA using the same methods as states.
- b. The state agency or entity responsible for joining SARA must have the legal authority under state law to enter an interstate agreement that covers all of the elements of SARA.
- c. A state that joins SARA as an Affiliate under the terms of the Unified Agreement shall operate in the same manner as a member state except as provided in the Unified Agreement.

2.2 Application

States apply for SARA membership using a uniform SARA application process through which a state will be required to demonstrate to its Regional Compact that it meets the standards established for participation in the interstate reciprocity agreement.

2.3 Member withdrawal

- a. A member state may withdraw from SARA by providing 90 days written notice from the state portal entity to its Regional Compact and the appropriate regional steering committee.
- b. Any institution operating under SARA from a withdrawing state may continue to do so until the conclusion of its current academic term or 90 days after the date of receipt of notice of withdrawal, whichever is later, but not to exceed six months from the date the notice was received by the Regional Compact.
- c. In the event that a state withdraws from SARA, the state portal entity shall notify all SARA participant institutions in that state of the state's changed status.

2.4 Member removal

A member state may be removed from SARA membership by its Regional Compact if it ceases to abide by the requirements of SARA. The effect of removal on students and institutions will follow the same standards as set forth for Member Withdrawal in subsection 2.3 above.

2.5 Functional responsibilities of states

- a. The state accepts institutional accreditation by an accrediting body recognized by the U.S. Secretary of Education as sufficient, initial evidence of academic quality for approving institutions for participation in SARA.
- b. The state considers applications from degree-granting institutions of all sectors (public, private non-profit, and private for-profit) on the same basis and approves institutions that meet SARA standards and agree to SARA processes and commitments without differentiating by sector.

EXPLANATORY NOTES

N1 - Can a State Portal Entity (SPE) require a SARA applicant institution to provide additional evidence that it will meet the standards for operating under SARA before allowing it to participate in SARA?

No. A state must accept an institution's self-certification that it will meet the standards required for operating under SARA once it is allowed to participate. However, as soon as an institution is accepted into SARA, the State Portal Entity has a right to evaluate whether the institution in its work through SARA meets the C-RAC norms or other SARA requirements and must investigate any claims that the institution does not meet these requirements. A state may, however, approve an institution on a provisional basis. See 3.2 below.

- c. For private institutions, the state accepts an institutional federal financial responsibility rating of 1.5 (or 1.0 with justification acceptable to the state) as sufficient financial stability to qualify for participation in SARA. In the event that an institution does not participate in federal Title IV financial aid and therefore has no federal responsibility rating, the state must calculate this rating using the federal rules before allowing an institution to participate in SARA. For institutions owned by a corporate "parent," in accord with current U.S. Department of Education policies and procedures, the relevant financial score is that provided by the Department for the corporate "parent." (The Department no longer provides individual scores for such institutions.)

EXPLANATORY NOTES

N1 - Can a state require a higher federal responsibility score for its own institutions?

Yes. SARA policy does not preclude a state from requiring a higher rating for nonpublic providers operating in the state as their *home* state. In that case, all institutions operating from that state under SARA would have a higher required score, not because of SARA rules, but because of the home state's law applicable to all providers in that state.

N2 - Are states obligated to use the published federal financial responsibility score when considering an institution's eligibility for SARA?

Not always. A state can, if desired, require an applicant institution to provide the most recently calculated federal score, which may in some cases be newer than what has been published.

N3 - If an otherwise eligible institution has no federal responsibility score because it does not use Title IV aid, can a state allow it to participate in SARA?

Yes. The state may apply the same formula that is used to calculate the federal score and the institution may participate if it achieves an eligible score. The state may also use such a score generated by the formula applied by an independent auditing firm.

N4 – Is a state required to follow Department of Education policy and practice with regard to calculation of composite scores?

Yes. U.S. Department of Education rules and policies should be followed in determining and calculating the score to be used. In particular, if an institution is owned by a corporate parent, the consolidated financial score should be used consistent with federal policy.

- d. The state has a clearly articulated comprehensive state process for consumer protection in regard to SARA activities, both with respect to initial institutional approval and on-going oversight, including the resolution of consumer complaints in all sectors.

EXPLANATORY NOTES

N1 - The problem-solving methods need not be identical for all institutions, as different boards or agencies may be involved depending on the nature of the problem, but the authority of the state to resolve complaints related to SARA activity must be substantially the same for all institutions.

- e. The state designates a state “portal entity” to coordinate SARA matters for the state and provide a principal point of contact for resolution of student complaints and other issues arising at participating institutions. The portal entity has the following duties:
 - 1. Serve as the point of contact for all other SARA member states and their agencies for questions about SARA within its state;
 - 2. Serve as initial point of contact for institutions within its state that have questions about SARA;
 - 3. Determine whether an institution in its state is eligible for participation in SARA;
 - 4. Serve as the initial contact point for complaints about any institutions in the state that are operating under SARA and lead any investigations regarding whether an institution is in compliance with SARA rules and policies;
 - 5. Collect and manage any in-state fees³ assessed on participating institutions for oversight of SARA.

EXPLANATORY NOTES

N1 - The designated portal entity need not itself be responsible for all oversight activities of SARA providers inside the state, except that it is the final decision-maker for student complaints, and need not have a governance role with any institution, but will be the SARA portal for that state.

- f. The state agrees that it will work cooperatively with other SARA states, Regional Compacts and the National Council for SARA to enable success of the initiative. The state will follow up on requests for information or investigation from other SARA member states or any SARA regional or national office, providing such data or reports as are required.
- g. The state agrees that, if it has requirements, standards, fees, or procedures for the approval and authorization of non-domestic institutions of higher education providing distance education in the state, it will not apply those requirements, standards, fees or procedures to any non-domestic institution that participates in SARA; instead, the state

³ It does not collect the fees paid by institutions directly to the National Council for SARA.

will apply those specifically prescribed in or allowed by the SARA Policies and Standards.

- h. Except as precluded by (g) above, SARA member states continue to have authority to enforce all their general-purpose laws⁴ against non-domestic institutions (including SARA participating institutions) providing distance education in the state, including, but not limited to, those laws related to consumer protection and fraudulent activities.

EXPLANATORY NOTES

N1 - If a state joins SARA and SARA rules supersede state laws for purposes of oversight of SARA-member institutions enrolling students from the state, does the state lose its oversight laws completely?

No. States will need to retain all of their current oversight rules covering distance education offerings because some states may not join SARA, some institutions in SARA states may choose not to operate under SARA, SARA does not cover offerings by non-U.S. providers and to assure compliance with federal requirements.

N2 - If a physical campus offers a course or program, part of which is offered online and part of which is on the ground, does the state have jurisdiction over the entire program?

Yes. Whenever there is a physical campus, the *entire* program available at that site is under the jurisdiction of the state where the campus is located, subject to state law. SARA is designed to allow states to retain full oversight capacity over any on-ground campus. That must include the entire program offered by such a campus, including such portions as are delivered online, from any source. Therefore, SARA cannot be used to “screen” part of such a program from state oversight by outsourcing part of a program to an online provider operating under SARA. This does not prevent a campus from requiring part of its program to be completed online if state law allows, it simply doesn’t qualify as operating under SARA. It would be offered under normal state rules.

N3 - If the state requires a nonpublic institution to accept state agency oversight for purposes of interstate activity under SARA, does the state also have authority over that college’s in-state activities?

No. SARA only applies to interstate distance education activity. Participation in SARA by any institution is voluntary.

N4 - Does SARA completely replace state authorization?

No. Any degree-granting institution in the U.S. must be authorized to issue degrees by a government. This is typically a state but it can also be Congress or an Indian tribe. SARA pertains to approval of distance education courses and programs offered across state lines by institutions that already have degree authorization in at least one state. What SARA does is centralize the authorization process for each institution in a single state called the institution’s “home state.” Colleges or universities in a SARA state therefore only need their home state authorization to offer distance education to any other SARA member state.

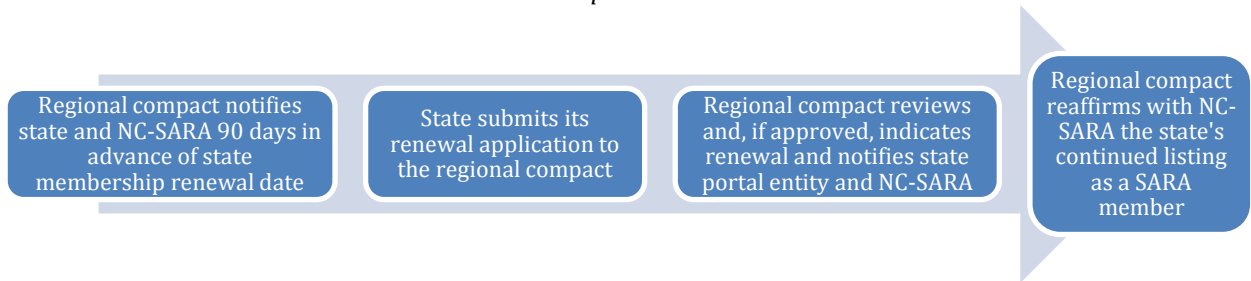
⁴ A “general-purpose law” is one that applies to all entities doing business in the state, not just institutions of higher education.

- i. The state agrees to require each SARA applicant institution to apply for state approval using the standard SARA institutional application, including agreement to operate under the *C-RAC Guidelines*.
- j. A state, at its discretion, may approve an institution to participate in SARA on provisional status (See Subsection 3.2 below).

2.6 State renewal

- a. **Eligibility.** States previously approved by their regional compact are eligible for renewal every two years.
- b. **Process.** Regional compacts shall review state membership renewal applications to confirm the state's past compliance with SARA policies and standards, including its reporting of and responsiveness to student complaints, and affirm its willingness and ability for continued compliance. The following steps provide general guidelines that will govern the renewal process.
 - 1. Regional compacts provide to state portal entities a notice of an upcoming renewal no later than 90 days prior to the state membership renewal date. NC-SARA is also notified of the state membership renewal notice.
 - 2. The head of the state's SARA portal entity submits the state's renewal application to the regional compact within 45 days of receipt of such notice.
 - 3. The compact shall review the application and approve, return for additional data or information, or deny the application no later than 45 days after receipt.
 - 4. Upon approval of a state's renewal application, the compact shall immediately notify NC-SARA to reaffirm the state's continued listing on the NC-SARA website as a SARA member state.

State Membership Renewal Process



Section 3. Institutions and Participation

3.1 Eligibility

- a. An institution is eligible to apply to its Home State to participate in SARA if that state is a SARA member.
- b. In order to be eligible to participate in SARA, an institution must:
 1. Be a degree-granting institution,
 2. Be physically located in the United States (including its territories, districts or Indian reservations);
 3. Hold proper authorization from Congress, a U.S. state or a federally recognized Indian tribe; and
 4. Hold accreditation as a single entity from an accrediting association recognized by the U.S. Secretary of Education, and which has formal recognition to accredit distance education programs.

EXPLANATORY NOTES

N1 - What type of accreditation must an institution hold to participate in SARA?

SARA institutions must be accredited by an accrediting body “recognized” by the U.S. Department of Education and whose scope of authority, as specified by the Department, includes distance education. The Department recognizes accrediting bodies for different purposes and within different categories, and some of those purposes and categories overlap. To meet the accreditation requirement for participation in SARA, an institution must hold institutional accreditation from an accrediting body:

- 1) which is listed by the Department in one of two categories listed on the Department’s website at http://www2.ed.gov/admins/finaid/accred/accreditation_pg5.html#NationallyRecognized (the two specific categories are *Regional and National Institutional Accrediting Agencies*, and *Specialized Accrediting Agencies*); and
- 2) whose scope of authority includes distance education (as listed after the name of the accrediting body on the website).

An institution must be *fully accredited* by a recognized accrediting body (not “pre-accredited,” or in “candidacy”) to qualify for participation in SARA.

- c. Establishment of the Home State.
 1. The home state is the state where the institution’s main campus or central unit holds its principal legal domicile as a degree-granting institution and its accreditation. See also subsection (d)(1) below.
 2. In the event that an institution disagrees with SARA staff’s determination of its home state and the states under consideration are in the same region, the regional compact will make the final determination. If the states in question are in different compact regions and the regions disagree on the home state assignment, the National Council for SARA will make a final determination in consultation with the affected regions.

3. Institutions moving to a new Home State.

- i. If a SARA institution changes its home state from one SARA state to another, to continue participation in SARA it must apply to and be approved for participation by the SARA portal entity in the new state.
- ii. The institution shall work with the SARA entities in both states to ensure no lapse in its status as a SARA participant. Each affected state portal entity shall assist the institution in order to ensure that no currently enrolled students are adversely affected by the transition.
- iii. For SARA purposes only, the effective date of the institution's change of home state shall be the effective date of state authorization specified by the new state.
- iv. The annual participation fee the institution pays to NC-SARA shall not be affected by the move. The institution, however, will pay whatever fees the SARA portal entity in its new home state requires of its SARA participant institutions.
- v. The NC-SARA office will work with the institution, the states, and the regional compact(s) to coordinate recordkeeping.

d. Systems and institutional groups

1. Corporate “parents”. The location of a corporate office is irrelevant for SARA purposes. The corporate “parent” of a degree-granting institution is not eligible to participate in SARA unless it is a degree-granting institution in its own right.

EXPLANATORY NOTES

N1 - One corporate parent might own several degree-granting institutions that are domiciled in several different states, some of which participate in SARA and some of which do not; therefore, the institutions, not the parents, are the SARA participants.

2. Systems. Institutions in a state system, or nonpublic institutions with common ownership but which operate separately with separate accreditation, must apply separately to SARA. Any independently accredited entity must apply to SARA separately. A branch campus that operates under the accreditation of a main campus is not considered a separate institution for purposes of SARA.

EXPLANATORY NOTES

N1 - As a rule of thumb, if an institution holds its own accreditation and transcripts courses and degrees in its own name, it must apply separately to SARA. SARA recognizes that systems and other multi-campus entities are quite varied. There is some modest flexibility in the mechanics of processing SARA applications from systems and groups. Contact the regional compact's SARA office with further questions and details about multiple institutions joining SARA.

N2 - Under Section 3.2 of the *Unified Agreement*, the home state is responsible for all interstate distance education activity that the institution offers under the auspices of SARA. Whether the activity originates in the home state is irrelevant. The home state determines whether a given activity meets SARA requirements. It may consult its region or other SARA staff.

The home state is not responsible for SARA institutions' on-the-ground activities in other states or educational activities by SARA institutions that are not offered under SARA policies and standards.

- e. To be eligible under SARA, distance education must originate inside the United States or a U.S. territory. Ownership of an institution located outside the United States or its territories by a U.S. institution does not qualify the nondomestic institution to operate under SARA.
- f. An institution approved by its Home State to operate under SARA provisions may not state or claim that it is "approved" by the authorization entities of any other SARA state in which it enrolls or seeks to enroll students. An institution operating under SARA may only state that it is operating in a host state under the terms and provisions of SARA.

3.2 Provisional admission or renewal of an institution

- a. A state, at its discretion, may approve an institution applying for initial or renewal participation in SARA to participate on provisional status in any of the following circumstances:
 - 1. If the institution is on probationary status or the equivalent with its institutional accrediting association;
 - 2. If the institution is currently using a letter of credit or is under a cash management agreement with the U.S. Department of Education;
 - 3. If the institution is the subject of a publicly announced investigation by a government agency, and the investigation is related to the institution's academic quality, financial stability or student consumer protection; or
 - 4. If the institution is the subject of a current investigation by its home state related to the institution's academic quality, financial stability or student consumer protection.
- b. States shall notify their regional compact and NC-SARA of their admission or renewal of an institution on provisional status. The regional compact and NC-SARA will provide indication of the institution's provisional status on their SARA websites.
- c. An institution admitted to or renewed for SARA participation in provisional status is subject to such oversight measures as the home state considers necessary for purposes of ensuring SARA requirements are met regarding program quality, financial stability and consumer protection, including enrollment limits if deemed necessary and appropriate by the home state. The home state shall report to its regional SARA advisory committee at least once a year on the status of any institutions admitted or renewed in provisional status.
- d. An institution admitted to or renewed for SARA participation in provisional status shall remain in that status for a period not to exceed one year.
- e. In the event that its home state determines that an institution on SARA provisional status is no longer subject to any of the conditions set forth in Section (a), its home state shall remove the institution's designation of provisional status and shall notify the regional compact and NC-SARA.

- f. If an institution on SARA provisional status is found by its home state to not meet the requirements of SARA, the home state shall disallow any further enrollments under SARA, shall notify its regional compact and NC-SARA, and:
 - 1. Remove the institution from SARA participation, or
 - 2. Allow the institution a period of time not to exceed 12 months in which to come into compliance with SARA standards under state supervision. Only one such grace period is allowed in any three-year period.

- g. If an institution on SARA provisional status is found by its home state not to meet the requirements of SARA, the home state shall allow any students enrolled in the institution under SARA at the time of the finding of noncompliance a period of six months in which to conclude their work at the institution, irrespective of the institution's SARA status.

3.3 Institution Application Process



3.4 Participation Fees

- a. 1. Fees for an institution to participate in SARA potentially consist of two parts. The first is a required SARA fee paid to NC-SARA. This annual fee⁵ is based on an institution’s total full-time equivalent (FTE) enrollment as submitted to the Integrated Postsecondary Education Data System (IPEDS) in the fall as 12-month FTE enrollment. The NC-SARA fee is assessed as follows:

Enrolled FTE	Annual Fee
Under 2,500	\$2,000
2,500-9,999	\$4,000
10,000 or more	\$6,000

2. Institutions not reporting to IPEDS would use the FTE count for the previous year.
3. An institution that has not paid its NC-SARA fee within 60 days of its state’s approval of the institution’s application to participate in SARA must submit a new application.
4. Institutions and portal entities will verify enrollments through an IPEDS link (or similar resource) provided by NC-SARA.
5. An institution that withdraws from SARA receives no fee refund from NC-SARA.

- b. States have the option of charging SARA participant institutions a fee to cover the state’s costs in administering SARA.

EXPLANATORY NOTES

N1 - Does SARA mandate how states establish their in-state fee structures for SARA-related work?

No. States may use any fee structure that is rationally related to the state's actual or projected workload.

N2 - Can a state bill a SARA participant school in order to recover the actual costs of investigating a complaint?

A state is obligated to investigate and resolve complaints arising from the operations of its own institutions under SARA. States may fund this investigative work in any reasonable way permitted by law. This is a local decision. The most common practice is to charge a SARA participation fee that reflects the state’s estimated costs to manage its responsibilities under SARA. SARA policies do not preclude a billable costs approach.

N3 - Can a state increase its bonding or reserve fund requirement on institutions for which it is the home state in order to cover the potentially greater risk owing to the state’s expanded responsibility for the institution’s multistate distance education offerings?

Yes. The state is allowed to establish necessary oversight of its own institutions that choose to operate under SARA. It may charge necessary fees to do this, including any necessary bonds, in accordance with state law.

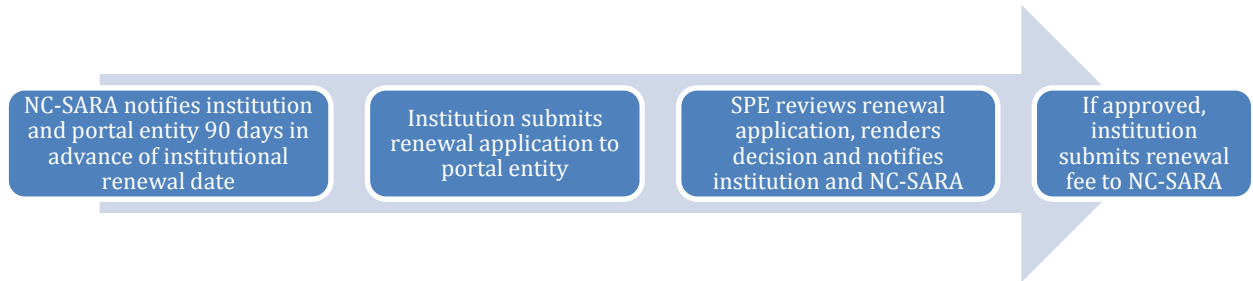
⁵ Fees are reconsidered by the National Council for SARA every two years. The fees set forth above are valid through June, 2018.

3.5 Renewals

- a. **Eligibility.** Institutions previously approved by their home state portal entity as SARA participating institutions are eligible for renewal on a schedule established by SARA. During the review process, portal entities may pay particular attention to institutions operating under provisional admission, Subsection 3.2.
- b. **Process.** State portal entities shall review institutional renewal applications to confirm the institution's past compliance with SARA policies and standards and affirm its willingness and ability for continued future compliance. The following steps provide general guidelines that will govern the renewal process.
 1. NC-SARA provides to institutions a notice of upcoming renewal no later than 90 days prior to the institutional renewal date, which is the date that fees are due to NC-SARA. The portal entity is also notified of the institutional renewal notice.
 2. The chief executive officer or chief academic officer of the institution completes and submits the renewal application including any state-specific fees and special requirements permitted by SARA to the state portal entity within 30 days of receipt of such notice.
 3. The portal entity shall review the application and take one of four actions -- renewal approved, provisional renewal, return for additional data/information or renewal denied -- and notify the institution and NC-SARA no later than 30 days after receipt of the renewal application.
 4. Upon notice of an approved renewal application, the institution shall submit the renewal fee to NC-SARA within 30 days. A 30-day grace period beyond the institutional renewal date may be granted upon request; however, if renewal is not complete after the 30-day grace period, a late fee of 25% of the institution's renewal fee is applied and on NC-SARA's list of participating institutions (available on www.nc-sara.org) the institution is designated "Approved;" those institutions are not current SARA institutions until payment is received.
 5. In case of a renewal deemed provisional, the state portal entity is to notify the institution in writing of the rationale and conditions with a copy to NC-SARA, and NC-SARA shall indicate the reason for the provisional renewal status as given by the portal entity on the NC-SARA website. The portal entity shall monitor the institution to ensure compliance with SARA policies and standards and movement toward full renewal status. Portal entities may only use the circumstances listed in *SARA Manual*, Subsection 3.2.a as rationale for determining provisional renewal. An institution may appeal the decision granting provisional renewal to its regional compact to ensure SARA policies and standards were upheld during the review process within 30 days of the notice.
 6. Institutions receiving an application returned for additional data/information shall complete the application as quickly as possible to facilitate completion of the application process within 90 days from the original notice date of upcoming renewal.
 7. If institutional membership renewal is denied, the portal entity will provide to the applicant institution a written reason for the denial. The institution may appeal the denial of its renewal application within 30 days to its regional compact to ensure SARA policies and standards were upheld during the review process.

8. Institutions not fully complying with all renewal processes and procedures within five business days after expiration of the 30-day grace period will no longer be listed as participating SARA institutions. Institutions denied renewal or not complying with renewal policies within specified timelines may reapply to become a SARA institution 180 days after removal from the SARA participant list. Students enrolled under SARA provisions may continue enrollment as governed by Subsection 3.6.

Institutional Renewal Process



3.6. Loss of institutional eligibility under SARA

- a. An institution that does not renew its participation agreement with its home state under the terms of this agreement or pay its required SARA fees annually is no longer eligible to participate in SARA.
- b. At the time of annual renewal, the state must determine whether the institution still meets SARA requirements.
- c. An institution can also be removed at any time by its home state for violation of or noncompliance with SARA standards.

There is no "appeal" of this decision by the home state, though a school can always present new information and request reconsideration. An aggrieved school has the option of asking the region to determine whether the state continues to meet the requirements of SARA, but the region cannot direct the state to make a different determination regarding the specific case.

- d. An institution that loses eligibility to participate in SARA:
 1. receives no fee refund.
 2. may continue to operate under SARA for currently enrolled students for 90 days or until each student enrolled under SARA in the current term has completed work, withdrawn or otherwise ceased enrollment, whichever is longer, but in any event not to exceed six months from the date that the home state notifies the institution of its loss of SARA eligibility.
- e. The institution must meet appropriate state requirements for states where any new students are admitted after a determination of loss of SARA eligibility.
- f. An institution that loses its eligibility to participate in SARA may reapply when it can demonstrate that it meets SARA requirements.

Section 4. Consumer Protection

4.1 Applicability

Provisions of the *SARA Manual* including those for consumer protection and the resolution of complaints, apply to interstate distance education offered by participating SARA institutions to students in other SARA states. Only those complaints resulting from distance education courses offered by participating institutions to students in other SARA states come under the terms of the agreement. Complaints about a SARA institution's in-state operations are to be resolved under the state's provisions, not those of SARA.

4.2 Role of Home State

SARA consumer protection provisions require the home state, through its SARA "portal" entity, to investigate and resolve allegations of dishonest or fraudulent activity by a provider, including the provision of false or misleading information.

4.3 Examples of Consumer Protection Issues

Examples of issues that may arise in regard to alleged fraudulent activity or more general complaints include, but are not limited to:

- a. Veracity of recruitment and marketing materials;
- b. Accuracy of job placement data;
- c. Accuracy of information about tuition, fees and financial aid;
- d. Complete and accurate admission requirements for courses and programs;
- e. Accuracy of information about the institution's accreditation and/or any programmatic/specialized accreditation held by the institution's programs;
- f. Accuracy of information about whether course work meets any relevant professional licensing requirements or the requirements of specialized accrediting bodies;
- g. Accuracy of information about whether the institution's course work will transfer to other institutions; and
- h. Operation of distance education programs consistent with practices expected by institutional accreditors (and, if applicable, programmatic/specialized accreditors) and/or the *C-RAC Guidelines* for distance education.

4.4 Responsibilities for resolving complaints. Initial responsibility for the investigation and resolution of complaints resides with the institution against which the complaint is made. Further consideration and resolution, if necessary, is the responsibility of the SARA portal entity, and other responsible agencies of the institution's home state (see the following section: Complaint Resolution Processes).

The portal entity is responsible for staffing the investigation and resolution of complaints that are not resolved at the institutional level. (The portal entity may enlist the assistance of other responsible entities in the state in carrying out the work of complaint resolution.)

Institutions operating under SARA shall provide their and SARA's complaint resolution policies and procedures to all students taking courses under SARA provisions.

EXPLANATORY NOTES

N1 - If a home state does not currently handle investigations and consumer protection for all of its distance education providers, will the home state need to start doing that?

Yes. SARA centralizes primary responsibility for problem-solving in the home state, therefore the home state needs to be prepared to handle a larger volume of communication and issues for its domiciled providers, even as its work with providers based in other states decreases. See federal rules for possible additional requirements.

N2 - Is the state portal entity ultimately responsible for ensuring that a valid complaint results in proper redress?

Yes. Although the portal entity can delegate responsibility to investigate and resolve such complaints to another government agency (e.g., a Board of Regents) or to a special body created to handle SARA complaints for a group of institutions, SARA requires that the portal entity have and retain the function of hearing any appeals from decisions made by other agencies. The portal entity cannot merely have advisory powers; it must have the formal authority to provide final resolution of complaints and ultimately to remove any institution, public or private, from the state's list of SARA-eligible providers if that institution fails to abide by SARA policies and standards.

N3 - If a state joins SARA, does the state give up its ability to investigate misrepresentation, fraud or other illegal activity by colleges based in other states?

No. A state retains the ability to use any of its *general-purpose* criminal or consumer protection laws against a college that violates those laws. What the state gives up is the ability to apply to SARA institutions laws specifically directed at colleges offering distance-education activity into the state; such oversight is centralized by SARA policy in the college's home state.

N4 - If a student signs an arbitration clause with an institution requiring that the student resolve complaints solely through that method, does that prevent a student from bringing a complaint to SARA?

No. Arbitration agreements generally do not pertain to SARA policy issues. Disputes between students and institutions are to be resolved by the portal entity or through other means. A student may, however, bring to SARA any issue that potentially involves a violation of SARA standards or policies. Institutions that choose to operate under SARA accept a student's right to bring complaints about violation of SARA standards and policies through the SARA process.

4.5 Process for Resolving Complaints

- a. Complaints against an institution operating under SARA go first through the institution's own procedures for resolution of grievances.
- b. Complaints regarding student grades or student conduct violations are governed entirely by institutional policy and the laws of the SARA institution's home state.
- c. If a person bringing a complaint is not satisfied with the outcome of the institutional process for handling complaints, the complaint (except for complaints about grades or student conduct violations) may be appealed, within two years of the incident about which the complaint is made, to the SARA portal entity in the home state of the institution against which the complaint has been lodged. That entity shall notify the SARA portal entity for the state in which the student is located of receipt of that appealed complaint. The resolution of the complaint by the institution's home state

SARA portal entity, through its SARA complaint resolution process, will be final, except for complaints that fall under the provisions of (g), below.

- d. While the final resolution of the complaint rests with the SARA portal entity in the home state of the institution against which the complaint has been lodged, the portal entity in the complainant's location state may assist as needed. The final disposition of a complaint resolved by the Home State shall be communicated to the portal entity in the state where the student lived at the time of the incident leading to the complaint, if known to the institution's Home State.
- e. While final resolution of complaints (for purposes of adjudication of the complaint and enforcement of any resultant remedies or redress) resides in certain cases with institutions (complaints about grades or student conduct violations), or more generally with the relevant institution's home state SARA portal entity (all other complaints), the regional compact(s) administering SARA may consider a disputed complaint as a "case file" if concerns are raised against a participating state with regard to whether that state is abiding by SARA *Policies and Standards*. The regional compact may review such complaints in determining whether a state under its purview is abiding by the SARA standards. Similarly, a complaint "case file" may also be reviewed by NC-SARA in considering whether a regional compact is ensuring that its member states are abiding by the SARA standards required for their participation in the agreement.
- f. SARA portal entities shall report quarterly to NC-SARA the number and disposition of complaints that are not resolved at the institutional level. Such data will create transparency and can be used in determining whether a regional compact is ensuring that its SARA member states and those states' institutions are abiding by the standards required for participation in the agreement.
- g. Nothing in SARA *Policies and Standards* precludes a state from using its laws of general application to pursue action against an institution that violates those laws.

4.6 Oversight of complaint investigation. Complaints handled under SARA must comply with procedures established in federal rules. Investigation of a SARA-related complaint against an institution requires that a state board, agency or entity outside the institution's immediate management be available to handle complaints that are not resolved within the institution. A system board responsible for more than one separately accredited institution may serve this role under SARA provisions. A board responsible for only one accredited institution, or which lacks enforcement authority over an institution, cannot serve as the SARA external oversight agency for such an institution. In such circumstances, the institution's home-state SARA portal entity may serve that function.

4.7 Incorporation and use of C-RAC Guidelines

Consumer protection within SARA, in addition to dealing with alleged fraudulent activity, also provides for the investigation and resolution of complaints that an institution is operating a course or program contrary to practices set forth in the *C-RAC Guidelines* in such a way that a student is harmed. (The *Interregional Guidelines for the Evaluation of Distance Education [Online Learning]* are referred to as "*C-RAC Guidelines*" in this document). *C-RAC Guidelines* adopted by the Council of Regional Accrediting Commissions

are incorporated in the requirements of SARA as standards. States that join SARA need to base their oversight of SARA activity and their investigative actions on the following expectations.⁶ The president or chief academic officer of each institution participating in SARA (whether accredited by a “regional” or other recognized accreditor) shall attest that their institution meets and agrees to comply with the following [C-RAC](#) provisions.

- a. Online learning is appropriate to the institution’s mission and purposes.
- b. The institution’s plans for developing, sustaining, and, if appropriate, expanding online learning offerings are integrated into its regular planning and evaluation processes.
- c. Online learning is incorporated into the institution’s systems of governance and academic oversight.
- d. Curricula for the institution’s online learning offerings are coherent, cohesive, and comparable in academic rigor to programs offered in traditional instructional formats.
- e. The institution evaluates the effectiveness of its online learning offerings, including the extent to which the online learning goals are achieved, and uses the results of its evaluations to enhance the attainment of the goals.
- f. Faculty responsible for delivering the online learning curricula and evaluating the students’ success in achieving the online learning goals are appropriately qualified and effectively supported.
- g. The institution provides effective student and academic services to support students enrolled in online learning offerings.
- h. The institution provides sufficient resources to support and, if appropriate, expand its online learning offerings.
- i. The institution assures the integrity of its online offerings.

EXPLANATORY NOTES

N1 - Is the requirement under SARA that a state have a complaint process for all of its institutions something that SARA invented?

No. The requirement that states have such a complaint process is found in 34 CFR 600.9(a)(1) (as amended in 2010).

⁶ The complete [C-RAC](#) framework and examples of good practices shall be made a part of the institutional application process. The numbering system used in this section is retained from the [C-RAC](#) framework.

Section 5

Coverage and Limitations of SARA

5.1 Coverage of SARA

- a. SARA applies solely to distance education activity conducted across state lines. It does not apply to distance education activity inside a state or to on-ground campuses. For purposes of SARA, “distance education” includes a limited number of group activities conducted for short periods on the ground.
- b. SARA does not affect the applicability of general-purpose state laws such as business registries, general-purpose consumer protection laws, worker’s compensation laws and the like.

5.2 Programs leading to Professional Licensure

SARA has no effect on state professional licensing requirements. Any institution operating under SARA that offers courses or programs potentially leading to professional licensure must keep all students, applicants and potential students who have contacted the institution about the course or program informed as to whether such offerings actually meet state licensing requirements. For purposes of SARA, this must be done in one of two ways:

- a. The institution may determine whether the course or program meets the requirements for professional licensure in the state where the applicant or student resides and provide that information in writing to the student, or
- b. The institution may notify the applicant or student in writing that the institution cannot confirm whether the course or program meets requirements for professional licensure in the student’s state, provide the student with current contact information for any applicable licensing boards, and advise the student to determine whether the program meets requirements for licensure in the state where the student lives.

EXPLANATORY NOTES

N1 - Institutions may not be aware that similar provisions exist in federal law, as follows:

§ 668.72 Nature of educational program. Misrepresentation concerning the nature of an eligible institution’s educational program includes, but is not limited to, false, erroneous or misleading statements concerning—

(c) Whether successful completion of a course of instruction qualifies a student—

(2) To receive, to apply to take or to take the examination required to receive, a local, State, or Federal license, or a nongovernmental certification required as a precondition for employment, or to perform certain functions in the States in which the educational program is offered, or to meet additional conditions that the institution knows or reasonably should know are generally needed to secure employment in a recognized occupation for which the program is represented to prepare students ***

Note that the definition of “misrepresentation” does not require intent: “A misleading statement includes any statement that has the likelihood or tendency to deceive.” 34 CFR 668.71(c).

N2 - If a program operates under SARA from another state and the program is intended to let a student become licensed to practice a profession (e.g. nursing, teaching, psychology), does the state in which the student lives have to let the student apply for licensure?

No. SARA has no effect on state professional licensing requirements. The National Council for SARA and the four regional compacts that administer SARA have an expectation, set forth in the reciprocity agreement, that any college that offers courses or programs potentially leading to professional licensure must keep all students informed as to whether such offerings actually meet state licensing requirements.

In some cases, an institution may not know whether the program meets state standards because the state will not provide sufficient information. In those cases, the institution *must* tell the student in writing that the institution does not know whether the program meets requirements in the student’s state of domicile and making any such determination is up to the student. A general statement included in material provided to all similarly situated students is acceptable under SARA.

N3 - If a program is purely online except for field placements such as clinicals, student teaching, practica, etc., do those placements fall under SARA or are they considered a “physical presence” that activates state law?

Almost all such field placements (with certain limitations, see Subsection 5.2) will fall under SARA, but many may also fall under the jurisdiction of state professional licensing boards. They do not constitute a physical presence for SARA purposes.

N4 - Does it matter whether the “parent” program for an interstate supervised field experience is traditional on-ground or offered by distance education?

No. SARA covers all interstate supervised field experiences except as noted in these rules.

N5 - Can an institution that does not offer distance education (online courses, interactive video, etc.) participate in SARA in order to obtain the benefits of SARA for purposes of placing students in supervised field experiences?

Yes. Supervised field experiences are considered distance education for purposes of SARA. Because SARA treats supervised field experiences as distance education under the agreements, an institution that meets SARA eligibility requirements and has any programs using such placements may participate in SARA even if it does not offer other kinds of distance education.

N6 - If the state agency responsible for degree program authorization is also the state agency that determines, or helps determine, whether a program meets requirements for professional licensure, is there a conflict?

No. Although SARA supersedes the degree authorization functions of such an agency for some purposes, it does not preclude that agency from performing other duties under state law, including determinations of whether a program meets requirements for state licensure in professional fields.

5.3 Field trips and seasonal residential activity

SARA covers class field trips across state lines among member states, but does not cover full-scale residency programs such as a summer session at a field station.

5.4 Short courses and seminars

Physical presence under SARA is not triggered if the instruction provided for a short course or seminar takes no more than 20 classroom hours in one six-month period. Class meetings during a full-term course do not trigger physical presence if the instructor and students physically meet together for no more than two meetings, totaling less than six hours. Apparent abuses of these provisions may be brought to the attention of the home state.

5.5 Third-party providers

Contacts between a third-party provider of educational services and any SARA office or state must be made via the degree-granting institution that operates under SARA. A third-party provider may not represent an institution regarding any subject under SARA operating policies to any SARA office or any state operating under SARA. The institution that transcripts a course is considered the degree-granting institution for purposes of this section.

EXPLANATORY NOTES

N1 - A SARA-approved institution may hire third-party providers to offer or support instruction contained within a program that is otherwise SARA-eligible, assuming that the instruction otherwise meets SARA standards, institutional requirements and requirements of accrediting bodies. However, the degree-granting institution cannot delegate any SARA-related problem-solving functions to a third-party provider, nor may it use the third-party provider as its formal vehicle for contacting or working with a state.

N2 - Does SARA cover “test prep” and other similar training programs offered by entities that are not degree-granting institutions?

No. Although these business activities often claim to prepare students for exams offered by a degree-granting provider, they are not covered by SARA because they are not programs offered by a postsecondary institution. SARA *does* cover exam preparation activity offered by a SARA participant accredited degree-granting institution that is an integral component of a course or program offered by that institution among SARA member states.

5.6 Offerings on military bases

All distance education course offerings provided interstate by a SARA participant institution to active and reserve military personnel, their dependents, and civilian employees of the installation located on a U.S. military facility or vessel in a SARA member state are covered by SARA. If such offerings are open to the general public for enrollment, SARA does not apply and state law where the facility or vessel is located applies.

N1 - Are Veterans Administration facilities considered “military” facilities for purposes of SARA?

No.

5.7 Participation by Tribal Colleges

Institutions otherwise eligible to participate in SARA that are chartered and/or controlled by federally recognized Indian tribal governments may participate in SARA by signing an agreement to do so with the appropriate SARA portal entity of the state where the principal campus of the institution is located.

5.8 Participation by federally owned or federally chartered institutions

- a. For purposes of SARA, a college or university that is owned by the federal government, such as the Air Force Academy, has the authority to offer courses to residents of any state. SARA will not be involved in regulating such institutions.
- b. A college or university that is chartered by the federal government has operational authority set forth in its charter. If the charter expressly grants authority to issue degrees in multiple jurisdictions, SARA will treat the institution as not requiring SARA participation to operate free of state authorization requirements in those jurisdictions.
- c. If the charter does not specify authority to operate in multiple jurisdictions, SARA will treat federally chartered institutions as falling under the oversight of the government of the District of Columbia for SARA purposes unless the institution's charter includes provisions to the contrary or the institution's principal accredited campus is in another jurisdiction.

5.9 Hybrid Programs

- a. Some programs or courses involve some on-ground and some online activity. SARA covers those portions of such a program that take place via distance education across state lines by participating providers in SARA member states.
- b. If distance education activity covered by SARA is part of a course or program that constitutes physical presence under SARA rules in the host state, the portal entity in the host state may require the institution to provide information about the entire activity, including the part that is offered under SARA. This is true because otherwise the host state could not effectively evaluate and oversee the on-ground portion of the program.

5.10 Dual-credit courses

Dual-credit courses offered by distance education by a SARA provider to a high school student in another SARA state are covered by SARA if they result in a direct award of college credit or some other kind of postsecondary award or certificate. They are not covered if they are alternative high school completion courses that don't carry a postsecondary award, or classes such as Advanced Placement, for which award of credit is variable and discretionary upon future college enrollment.

EXPLANATORY NOTES

N1 - It is important to distinguish these activities because SARA only covers postsecondary work. K-12 level courses are not postsecondary. In addition, SARA does not supersede any state laws that cover the operation of institutions delivering instruction to K-12 students. In such cases, the state's K-12 regulatory requirements still apply.

5.11 Tutoring

One-on-one in-person tutoring in an academic subject by a faculty member living in one SARA state on behalf of an institution operating under SARA from another SARA state is

covered by SARA unless more than one student is present in the same physical space at the same time. It does not constitute a physical presence.

5.12 Physical presence

Generally, an institution has physical presence when it operates a campus, branch instructional facility whether leased or owned, or administrative office within the boundaries of a state. However, because the specific definitions of physical presence currently vary greatly from state to state, especially with regard to out-of-state institutions that seek to conduct any activity within another state, SARA has established its own uniform standard for physical presence vs. distance education. For purposes of participation in SARA, this standard applies, but it does not affect the application of existing state laws to institutions that choose to operate outside of SARA or which are based in states that are not SARA members.

- a. For purposes of SARA, an institution has physical presence and therefore must meet the state's current non-SARA requirements if it does any of these things in a state:**
1. Establishes a physical location for students to receive synchronous or asynchronous instruction;
 2. Requires students to physically meet in a location for instructional purposes more than twice per full-term (quarter or semester) course for a total of more than six hours;
 3. Establishes an administrative office;
 4. Provides information to students for the purpose of enrolling students, or provides student support services, from a physical site operated by or on behalf of the institution in the state;
 5. Offers a "short course" that requires more than 20 contact hours in one six-month period;
 6. Provides office space to instructional or non-instructional staff;
 7. Maintains a mailing address or phone exchange in a state.

EXPLANATORY NOTES

N1 - Casual use of a mobile phone by institutional representatives passing through a state and who are otherwise in compliance with SARA does not violate this section.

8. Carries out field study or field research located at a field station, research station or other physical site at which a faculty member or other institutional employee or contractor supervises or otherwise directs two or more students in an activity exceeding the allowable short course length set forth in Subsection 5.4 and which either bears academic credit or is a requirement for a course or program.

b. An institution does not have physical presence, and is therefore covered by SARA in SARA member states, if it is only:

1. Offering courses to individuals via distance education in ways that do not require students to gather physically in groups, excepting the special provisions in Section 5;
2. Advertising to students whether through print, billboard, direct mail, internet, radio, television or other medium;
3. Offering distance education courses on a military base or vessel if enrollment in such courses is limited to active and reserve military personnel, their dependents, and civilian employees of the installation;
4. Maintaining a server, router or similar electronic service device housed in a facility that otherwise would not constitute physical presence (the presence of a server or similar pass-through switching device does not by itself constitute the offering of a course or program in that state);
5. Having faculty, adjunct faculty, mentors, tutors, recruiters or other academic personnel residing in a member state and working from their homes or another private, non-institutional site, provided that such staff is not engaged in activities that would otherwise constitute physical presence as defined by these Policies and Standards;
6. Holding proctored exams on behalf of the institution in the host state;
7. Having contractual arrangements in the home or host state, e.g. procurement contracts or course offerings through consortium agreements;
8. Operating limited supervised field experiences (See subsection 5.13);
9. Using recruiters in a SARA member state. This provision is not restricted to recruiting for courses or programs offered under SARA, and does include athletic recruiting.
10. Engaging in field trips to visit existing sites or facilities for academic purposes not involving the establishment of residential or instructional facilities.

5.13 Supervised Field Experiences⁷

- a. If the host state requires approval of supervised field experiences by agencies or boards responsible for professional requirements in fields requiring licensure or certification for practice, such professional approval requirements remain in effect.
- b. Supervised field experiences, except for requirements of professional licensing entities as noted in “a” above, and subject to the following limitations, do not establish a physical presence under SARA and are therefore covered by the provisions of SARA governing interstate distance education activity, whether the field experience is part of a distance-education or campus-based program.
- c. Existing contracts among provider institutions and sites used for supervised field experiences as of the date that an institution begins participating in SARA are not impaired, revised or otherwise affected by SARA. At the time that any provision of such a contract is changed, the new contract must comply with SARA policies and standards set forth herein.

⁷ The term “supervised field experiences” is defined in Subsection 1.28 and is not repeated in this section of the document. Examples include practica, student teaching, or internships.

- d. A contract for supervised field experiences to be covered by SARA is limited as follows. Such a contract:
1. Cannot provide for the placement of more than ten students from an individual academic program placed simultaneously at one clinical or practicum site, unless approval for a larger number is provided by the host state SARA portal entity.
 2. May be objected to by the host state portal entity on grounds that the institution has:
 - i. a demonstrable failure to achieve an acceptable professional licensing rate in the host state if the program customarily leads to licensure, provided that the acceptable rate is not higher than the lower of (a) the lowest rate of a host state-based institution in good standing or (b) the average state licensure rate, or
 - ii. an unreasonable number of valid, documented complaints about program operation or quality which have not been adequately resolved by the institution.
 3. If a host state objects to a supervised field experience or clinical placement under SARA on the grounds set forth in subsection (2) above, the affected regional compact(s) shall determine whether the placement is allowable under SARA, using procedures to be developed for that purpose.
 - i. Any student enrolled in an academic program prior to the time the institution begins operations under SARA may remain in any supervised field experience site to which the student is assigned, irrespective of SARA policies.
 - ii. An institution operating under SARA that owns a supervised field experience, clinical or practicum site is not subject to the limitations of subsection (d) on placement of its own students at such a site.
 - iii. SARA policies and standards regarding supervised field experiences do not supersede, replace or modify any federal law that would affect students placed under SARA. SARA policies are subsidiary to any such federal laws covering the same subjects.

EXPLANATORY NOTES

N1 - If a college has a pre-existing contract for placement of students in clinical sites, and that contract allows for more students or a longer period of time than SARA allows, does participating in SARA invalidate the contract?

No. SARA has no effect on pre-existing contracts of this nature. However, such contracts must be in compliance with existing state law in the state where the clinicals take place at the time the institution begins operating under SARA. When such a contract is revised or renegotiated, and both states are SARA members, SARA rules apply to future contracts.

5.14 Student mobility

a. Location of student

1. Educational activity under SARA is deemed to occur where the student is physically located at the time the student is in contact with the educational provider or a contractor acting on behalf of the provider.
2. The student's legal state of residence is not a factor in determining physical location for purposes of SARA.
3. The fact that the student moved involuntarily (for example owing to service in the military or incarceration) is irrelevant to a determination of location for purposes of subsection (1) above.

b. Independent study by students

Independent off-campus study, e.g. independent field work for a thesis or dissertation, by individual students not engaged in a supervised field experience or in direct contact with the student's institution does not constitute a physical presence of a postsecondary institution in a SARA member state.

5.15 Location of teaching faculty

An institution may employ faculty who live outside the Home State, including faculty who live outside the United States, to teach in programs offered under the jurisdiction of the Home State.

Section 6.

Data Submission Requirements for Institutions Participating in the State Authorization Reciprocity Agreements (SARA)

6.1 Data submission by participating institutions.

- a. 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 reside.
- b. This data shall be reported annually to NC-SARA 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).
- c. Prior to such submission, NC-SARA will provide each SARA institution a data reporting manual and a data usage agreement to be signed by responsible parties of the SARA institution and NC-SARA .

6.2 Data use by SARA

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

The screenshot shows a web interface with two dropdown menus. The first is labeled 'Reporting Period:' and is set to '2015 - 2016'. The second is labeled 'Enrollment Report Type:' and has a dropdown menu open showing three options: 'Where Are My State's Institutions Enrolling Students?' (highlighted in blue), 'Where Are My State's Institutions Enrolling Students?', and 'Who's Enrolling Students In My State?'. Below the dropdown menu is a list of states: Alabama, Alaska, Arizona, and Arkansas.

- b. NC-SARA will not collect individually identifiable student data and will comply with the Family Educational Rights and Privacy Act (FERPA).
- c. In the future, institutions participating in SARA may be required to further disaggregate the above enrollment data by broad program of study.
- d. NC-SARA will invite SARA institutions to provide a link to the institution's distance education home page to assist students in determining programs of study that can be completed at a distance. NC-SARA will include such provided links on its listing of SARA institutions on www.nc-sara.org

Section 7

Complaint Resolution Reporting for States Participating in SARA

1. Duties of States

States participating in the State Authorization Reciprocity Agreements shall report the following information to the National Council for State Authorization Reciprocity Agreements on a quarterly basis:

- a. The number of complaints from out-of-state students, by institution, appealed to the state's SARA portal entity after the person making the complaint has completed the institution's and/or governing board's (if relevant) complaint resolution process;
- b. The resolution of those complaints in the aggregate, by SARA institution: number resolved in favor of the person making the complaint, number resolved in favor of the institution, number resolved by agreement, and number pending resolution.

2. Duties of NC-SARA

- a. The number of complaints appealed to the portal entity will be placed within the context of the institution’s total out-of-state distance education enrollments, as follows:

Alabama						
Alaska						
Institution	Complaints Appealed to Portal Agency	Out Of State Distance Ed Enrollments	Resolved in Favor of the Student	Resolved in Favor of Institution	Negotiated Resolutions	Under Consideration
University of Alaska Fairbanks	0	0	0	0	0	0
University of Alaska	0	0	0	0	0	0

* After completion of the institution's full complaint resolution process.

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

Section 8

**Responding to Questions and to Requests
to Modify SARA Policies and Standards**

8.1 Basic Procedure for Questions about SARA

Questions inside an institution

In general, questions from faculty, students or other interested people inside an institution should go first to the institution’s SARA liaison officer if one has been designated.

Questions from an institution’s SARA liaison staff regarding SARA

Questions from institutions, including questions about initial application for or renewal of SARA participation, should go first to the State Portal Entity (SPE), which can refer questions to the appropriate SARA regional director as needed.

State specific SARA Activities – direct question to STATE PORTAL ENTITY

- State SARA Fees
- Institution application status
- Institution renewal status
- Institution renewal defaults – deadlines missed and late fees
- Institution Accreditation changes
- Institution SARA status changes

SARA Policies and Procedures – direct question to REGIONAL COMPACT

State application status
State renewal status
Questions about C-RAC *Guidelines*

National Reporting and SARA Oversight – to NC-SARA OFFICE

NC-SARA Salesforce activity
Complaint reporting
Enrollment reporting
NC-SARA payment activity
 Initial NC-SARA payment
 Renewal NC-SARA payment
 NC-SARA late fees

8.2 Minor modifications

a. Process

Questions, comments, or suggested modifications to *SARA Policies and Standards* may be brought to the attention of:

- SARA portal entity directors in SARA states;
- SARA directors in the regional compacts;
- Regional SARA steering committees; or
- The executive director of the National Council for State Authorization Reciprocity Agreements (NC-SARA).

Such communications shall be dealt with in as expedient a manner as possible, while ensuring broad consultation and consistency across the SARA community.

Unresolved questions, concerns, or comments shall involve further consultation among state SARA portal entity directors, regional and NC-SARA staff. The NC-SARA executive director and NC-SARA staff shall work with regional directors to develop and/or propose responses. As appropriate, that process may include consultation with the SARA steering committees in the regional compacts and with the NC-SARA board. The executive director is responsible for ensuring that responses are developed.

b. Minor Modifications

The Executive Director may approve and promulgate clarifications and minor modifications that do not substantively change SARA provisions, after concluding the consultative process described above.

8.3 Significant Modifications

Ultimately, it is the responsibility of the executive director of NC-SARA to ensure broad consultation among the regional compacts, NC-SARA, and the SARA community at large in

developing responses to requests for significant modifications to NC-SARA *Policies and Standards* and/or to the *Unified State Authorization Reciprocity Agreement*.

Requests for significant changes should be addressed to the executive director of NC-SARA, who will work with the regional compacts, their SARA steering committees, the NC-SARA executive committee, and the NC-SARA board to ensure consideration and resolution. Persons making such requests should provide a rationale supporting their request.

In responding to and ultimately acting on such requests, regional and national SARA staff and oversight committees shall evaluate proposed changes in light of SARA's fundamental reliance on interstate reciprocity and trust, and on the fundamental purposes of SARA, which are to support high quality, resolve problems encountered by students, and simplify and support the interstate offering of distance education using a model under which an institution's home state is primarily responsible for what the institution offers under the aegis of SARA.

Other guiding principles for the review, clarification and modification of SARA policies, standards and agreements include:

- Broad consultation with key stakeholders;
- Maintaining consistency in policy and procedures;
- Transparency and openness; and
- Responsiveness to stakeholders and emerging policy issues.

Section 9

Revisions to SARA Documents

Revisions to the SARA Agreements

Revisions to the *SARA Unified Agreement* are documented in minutes of the National Council for SARA and are available from the NC-SARA office and on the NC-SARA.org website.

Revisions to *Policies and Standards*

Changes to these *Policies and Standards* shall be classified as **Corrections** or **Revisions**. Corrections represent minor technical fixes or clarifications that do not represent a substantive change in policy, standards or procedures. Revisions represent substantive changes in policy (or new policies), standards or procedures. The last page of this document shall contain a running list showing the date that any Corrections or Revisions were made, and referring to any documentation of such changes, in order to maintain a record of such changes. That record follows this section.

SARA Policies and Standards were originally adopted by the National Council for SARA November 1, 2013, published in final form with minor revisions and corrections by NC-SARA staff November 18, 2013. Revisions are noted below. The *Policies and Standards* were renumbered and compiled into a section of the *SARA Manual* in July, 2016. Revisions

and corrections after June 15, 2016 are noted in their own section following the notes below.

Record of Corrections and Revisions through June 15, 2016

- November 19, 2013 1) Staff corrected section heading numbering, which was missing Section 4. We also adjusted FAQ references to match corrected headings.
- 2) Addition of commas to unify the format of the FTE and fee schedule.
- November 3, 2015 1) Clarification of the continuing authority of boards of professional licensure. Section 5.3.a-b.

Record of Revisions

- February 10, 2014.....Revision of SARA's *Policies and Standards* for Consumer Protection
- May 14, 2014 1) Policy Added Section 6: Data Submission Requirements for Institutions Participating in SARA
- 2) Policy Added Section 7: Complaint Resolution Reporting for States Participating in SARA
- August 19, 2014 Revision of SARA's *Policies and Standards* Section 3: Institutions and Participation, subsection 10: Offerings on military bases
- December 5, 2014 1) Definition Added for the term “Legal Domicile”
- 2) Addition to SARA's *Policies and Standards* Section 2: States and Membership, subsection 5: Functional responsibilities of states (i)
- 3) Addition to SARA's *Policies and Standards* Section 3: Institutions and Participation, subsection 2: Provisional admission of an institution.
Note: Renumbering of existing content.
- 4) Addition to SARA's *Policies and Standards* Section 5: Physical presence standards, subsection 2 (j)
- 5) Revision of SARA's *Policies and Standards* Section 6: Data Submission Requirements for Institutions Participating in SARA
- 6) Revision of SARA's *Policies and Standards* Section 7: Complaint Resolution Reporting for States Participating in SARA
- January 7, 2015 1) Revision of SARA's *Policies and Standards* Section 5: Physical presence standards subsection 2, revised and removed Supervised

Field Experiences to new subsection 3. Note reordering of existing content of subsection 2.

- May 13, 2015.....1) Addition to SARA's *Policies and Standards* Section 3: 11. Participation by Tribal Colleges
2) Addition to SARA's Policies and Standards new Section 8: Modification Process for SARA *Policies and Standards*
3) Clarification of SARA's *Policies and Standards* Section 3: Institutions and Participation, 4. Loss of institutional eligibility
4) Revision of SARA's *Policies and Standards* Section: Section 4. Consumer protection, 2. Complaint Resolution Processes
- July 10, 2015.....1) Addition to SARA's *Policies and Standards* new Section 3.4 Renewals
- December 1, 20151) Addition – New Section 2.6, Renewal of state membership
2) Addition to Section 3.2, Provisional renewal of an institution
3) Addition – Section 3.4.2, Process for institution renewal
4) Addition to Section 5.1, Field study or research
5) Addition to Section 5.2, Physical presence
- January 12, 2016.....1) Revisions to and reformatting of Section 8
- September 15, 2016.....*Policies and Standards* recodified and integrated into *SARA Manual*
- October 20, 2016.....**SARA Manual** 16.2 approved by the NC-SARA board with minor adjustments to later be made
- December 8, 2016.....*SARA Manual* 16.3 placed on NC-SARA.org

Section 10 – Index

INDEX

accreditation.....	8, 9, 12, 16, 17, 23	institutional renewal.....	21
accreditor.....	8, 26	investigation.....	13, 18, 23, 25
appeal.....	21, 22	job placement.....	23
arbitration clause.....	24	K-12 level courses.....	30
bonding.....	20	letter of credit.....	18
branch campus.....	17	Location of student.....	34
business registries.....	27	Loss of institutional eligibility.....	22, 40
cash management.....	18	main campus.....	16, 17
clinicals.....	28, 33	marketing.....	9, 23
complaint.....	23, 24, 25, 26, 35, 36	Member removal.....	11
Complaint reporting.....	3, 37	military.....	29, 32, 34, 39
complaints.....	10, 13, 15, 20, 23, 24, 25, 33, 35, 36	misrepresentation.....	24, 28
consumer protection.....	13, 14, 18, 23, 24	modifications to SARA Policies and Standards.....	37
contracts.....	32, 33	new state.....	17
corporate office.....	17	Ownership.....	18
corporate parent.....	17	physical presence.....	9, 10, 28, 29, 30, 31, 32, 34
costs of investigating a complaint.....	20	probationary.....	18
C-RAC.....	3, 6, 8, 12, 15, 23, 25, 26, 37	professional licensing.....	23, 27, 28, 32, 33
Distance Education.....	8, 9, 25	provisional status.....	15, 18, 19
Dual-credit courses.....	7, 30	recruitment.....	23
employment.....	27	regional compact.....	4, 8, 15, 16, 17, 18, 19, 21, 25, 33
Enrollment reporting.....	3, 37	Regional Compacts.....	4, 11, 13
federally chartered institutions.....	30	renewal fee.....	21
fee.....	17, 20, 21, 22, 39	reserve fund.....	20
fee refund.....	20, 22	Salesforce.....	3, 37
fees.....	3, 13, 17, 20, 21, 22, 23, 36, 37	self-certification.....	12
Fees.....	3, 6, 20, 36	seminars.....	29
FERPA.....	35, 36	short course.....	29, 31
field placements.....	28	State application.....	3, 37
Field trips.....	28	State renewal.....	3, 15, 37
financial responsibility.....	12	state system.....	17
financial stability.....	12, 18	Student mobility.....	7, 34
fraud.....	24	supervised field experience.....	10, 28, 33, 34
fraudulent activity.....	23, 25	supervised field experiences.....	28, 32, 33
general-purpose laws.....	14	third-party provider.....	29
grace period.....	19, 21, 22	transcripts.....	17, 29
home state.....	8, 9, 12, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 29, 34, 38	transfer.....	23
Host State.....	9	Tribal Colleges.....	6, 29, 40
Hybrid.....	7, 9, 30	tutoring.....	9, 30
Independent study.....	34	<i>Unified State Authorization Reciprocity Agreement.....</i>	38
in-state activities.....	14	Veterans Administration.....	29
Institution Accreditation.....	3, 36	withdrawal.....	11
Institution application.....	3, 36		
Institution renewal.....	3, 36		

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

Unified State Authorization Reciprocity Agreement

Adopted by:

Midwestern Higher Education Compact
Larry Isaak, President

New England Board of Higher Education
Michael Thomas, President and CEO

Southern Regional Education Board
David S. Spence, President

Western Interstate Commission for Higher Education
David A. Longanecker, President

National Council for State Authorization Reciprocity Agreements
Marshall A. Hill, Executive Director

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

Unified State Authorization Reciprocity Agreement

This Unified Agreement will take effect when adopted by all five SARA partners

Adopted by MHEC Laura A. Brubaker Date 12-1-15

Adopted by NEBHE Aime Edwards Date 12-1-15

Adopted by SREB Dave Spance Date 12/1/2015

Adopted by WICHE David ^{my} Hyatt Date 12/1/2015

Adopted by NC-SARA Marshall A. Hill Date 12/1/2015

1 within their compact. Marshall Hill and Alan worked through comments and then
2 generated this second draft.

3

4 **Notable Points**

5

- 6 • We've selected the word "Unified", believing its active connotation reflects the
7 "coming together" of the regional compacts and NC-SARA;
- 8 • We've been clearer about SARA involving interstate distance education;
- 9 • We've referred to SARA portal entities, rather than portal agencies;
- 10 • We've stated that NC-SARA works "in concert with" (rather than "in consultation
11 with") the regional compacts on various issues, such as determining what data to
12 collect from institutions;
- 13 • We've added an appendix describing the evolution of SARA; and
- 14 • We've added an organizational diagram as an appendix.

15

16

17 Marshall A. Hill

18

1
2
3
4
5
6
7
8
9
10
11

Dedication

The signatories to this Unified State Authorization Reciprocity Agreement acknowledge decades of work toward the goal of better service to all students by our late colleague Bruce Chaloux, a member of the original SARA drafting team, and dedicate this historic Unified SARA Agreement to his memory.

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9 Preamble 7
10 Governing Principles 9
11
12 Section 1: Definition of Terms 11
13 Section 2: Operational Principles 14
14 Section 3: Conditions for Reciprocity 16
15 Section 4: Roles and Responsibilities of Regional Compacts 20
16 Section 5: Roles and Responsibilities of Participating States 21
17 Section 6: Roles and Responsibilities of Participating Institutions 25
18 Section 7: Criteria for State Authorization and Oversight of Institutions..... 26
19 Section 8: Roles and Responsibilities of the National Council for SARA 31
20 Section 9: Amendment of the SARA Agreement..... 34
21
22 Appendices
23
24 Appendix A 35
25 The Evolution of SARA
26
27 Appendix B:
28 Organizational Structure of SARA 36
29
30 Appendix C:
31 A Note on the Role of Accrediting Associations 37
32

PREAMBLE

Americans deserve and require access to high quality postsecondary education, not only because the economic vitality of the nation depends upon how well our population is educated but also because a well-educated population contributes greatly to the social and civic vitality of the nation.

Historically, the federal government, state governments, and the postsecondary education community through its accrediting processes and organizations have collaborated to assure that the providers of higher education services were meeting standards of quality and access to serve the nation and its citizens well.

Through what is often referred to as “the triad” (or the “accountability triad”) the federal government has accepted responsibility for assessing the financial viability of education providers; the states have accepted primary responsibility for assuring that students, as the consumers of educational services, are protected from fraud, abuse, or inadequate provision of services by educational providers; and the educational community through accreditation has accepted responsibility for assuring the adequacy of educational services offered by educational providers. This three-way collaboration has traditionally worked well to assure reasonable quality, accountability, and consumer protection.

As the nature of postsecondary education has evolved, particularly since the advent of the Internet and the exponential growth of education offered “off campus,” each leg of the triad has faced challenges. The states’ role in assuring consumer protection has come under particular scrutiny. In particular, governments, students and courts have had to determine which state is responsible when an institution physically located in one state (the traditional criteria for state oversight) provides education to students living outside the institution’s home state.

Benefits of Reciprocity

Significant benefits accrue to students, institutions and states as the current lack of uniformity in the patchwork of state regulation of distance education is improved through sharing in common, high quality and consistently applied processes and standards. Institutions reap financial benefits by no longer having to engage in the confusing and duplicative process of seeking approval to operate on an individual, case-by-case basis in each state in which it serves students.

States benefit by maintaining their rights and responsibilities to assure quality programs are offered by institutions with facilities within their state. States also benefit by focusing their limited resources on the oversight of institutions within their state, regardless of where that institution serves students. As the number of

1 institutions serving students in multiple states continues to increase, state regulatory
2 offices would find it difficult to conduct meaningful reviews and on-going oversight
3 of the hundreds, if not thousands, of out-of-state institutions operating in their states.
4

5 Students benefit as lower costs for institutions mean fewer costs passed on to students
6 and more available offerings. Some students are finding their options limited as
7 institutions choose not to serve students in states with complex and costly distance
8 education authorization requirements. Since regulators under this new agreement
9 focus their reviews on their “home state” institutions, they have more confidence in
10 the review process and that complaints will be handled and resolved.
11

12 Ultimately, the quality of postsecondary education is reflected in the outcomes
13 derived from education. But quality outcomes result from quality processes, and state
14 authorization must focus on both the processes that enable students to acquire the
15 pertinent knowledge and skill as well as the outcomes that demonstrate the
16 acquisition of knowledge and skills.
17
18

1
2 *SARA as a Voluntary Agreement*

3
4 This agreement establishes reciprocity between willing states that accept each other's
5 authorization² of accredited institutions to operate in their states to offer distance
6 educational services beyond state boundaries. Participation in this agreement is
7 entirely voluntary on the part of the state. This agreement is intended to facilitate
8 expanded access to high quality distance education opportunities for students by
9 improving state policy and operational mechanisms.

10
11 Just as participation in this agreement at the state level is voluntary, so too is
12 participation at the institutional level. Institutions that wish not to subject themselves
13 to the level of oversight consistent with interstate reciprocity can opt not to participate
14 and thus either choose not to provide distance educational services beyond the
15 boundaries of their state or to seek separate authorization to operate in those states in
16 which they wish to offer educational services.

17
18

2 SARA uses "authorization" as the term of art for what states do in regard to this general issue.

SECTION 1

DEFINITIONS OF TERMS USED IN THE UNIFIED STATE
AUTHORIZATION RECIPROcity AGREEMENT

1. “Accredited” means: holding institutional accreditation by name as a U.S.-based institution from an accreditor recognized by the U.S. Department of Education.
2. “Approve” or “Approval” in the context of an institutional application to operate under SARA means: a written statement by a home state that an institution meets the standards required by SARA and is eligible to operate under SARA.
3. “Authorized” means: holding a current valid charter, license or other written document issued by a state, the federal government or a recognized Indian tribe, granting the named entity the authority to issue degrees and operate within a state or jurisdiction.
4. “Bylaws” means: those bylaws established by the National Council for SARA for its governance, or for directing or controlling its actions and conduct.
5. “Charter” means: a document bearing the word Charter issued by proper governmental authority that names a college or university as a degree-granting institution authorized to operate under the laws of the issuing jurisdiction.
6. “Complaint” means: a formal assertion in writing that the terms of this agreement, or of laws, standards or regulations incorporated by this agreement, are being violated by a person, institution, state, agency or other organization or entity operating under the terms of this agreement.
7. “Council” means: the National Council for State Authorization Reciprocity Agreements, or in short form National Council for SARA, or NC-SARA.
8. “C-RAC Guidelines” and other uses of “C-RAC” refers to the *Interregional Guidelines for the Evaluation of Distance Education Programs (Online Learning)* for best practices in postsecondary distance education developed by leading practitioners of distance education and adopted by the Council of Regional Accrediting Commissions (C-RAC).
9. “Credits” means: numeric descriptors of completion of academic work applicable toward a degree, including the Carnegie unit system.

- 1 10. “Degree” means: An award conferred at the Associate level or higher by an
2 institution as official recognition for the successful completion of a program of
3 studies. (Based on IPEDS definition.)
4
- 5 11. “Distance Education” means: instruction offered by any means where the student
6 and faculty member are in separate physical locations. It includes, but is not
7 limited to, online, interactive video or correspondence courses or programs.
8
- 9 12. “Faculty” means: a professional individual employed by or contracting with an
10 institution primarily to teach, conduct research or provide related professional
11 education services.
12
- 13 13. “Home State” means: a member state where the institution holds its legal domicile.
14 To operate under SARA an institution must have a single home state.
15
- 16 14. “Host State” means: a member state in which an institution operates under the
17 terms of this agreement, other than the home state.
18
- 19 15. “Hybrid” means: an educational program or course that includes both face-to-face
20 and distance education. Also known by the name “blended” and, sometimes,
21 other terms.
22
- 23 16. “Institution” means: a degree-granting postsecondary entity.
24
- 25 17. “Legal Domicile” of an institution for purposes of SARA eligibility means the state
26 in which the institution’s principal campus holds its institutional accreditation
27 and, if applicable, its federal OPEID number. In the event that the OPEID number
28 is assigned to a campus that is in a different state than the principal accredited
29 campus, the SARA steering committees of the affected regional compacts shall
30 determine which is the home state for purposes of SARA.
31
- 32 18. “Member State” means: any state, district or territory that has joined this agreement.
33
- 34 19. “Non-degree award” means: a formal postsecondary award that does not carry the
35 designation of Associate degree or higher.
36
- 37 20. “Operate” means: activities conducted by an institution in support of offering
38 distance education degree or non-degree courses or programs in a state, including
39 but not limited to instruction, marketing, recruiting, tutoring, field experiences and
40 other student support services.
41
- 42 21. “Physical Presence” means: a measure by which a state defines the status of an
43 educational institution’s presence within the state. See the special section on
44 physical presence below for the SARA standard.

- 1
2 22. “Portal Agency” means: the single entity designated by each SARA member state
3 to serve as the interstate point of contact for SARA questions, complaints and
4 other communications.
5
6 23. “Regional Compact” means: the New England Board of Higher Education,
7 Midwestern Higher Education Compact, Southern Regional Education Board or
8 Western Interstate Commission for Higher Education.
9
10 24. “Rule” means: a written statement promulgated by the National Council for SARA
11 that is of general applicability; implements, interprets or prescribes a policy or
12 provision of the agreement; or an organizational, procedural, or other requirement
13 of the Council, including these policies and standards.
14
15 25. “State” means: any state, commonwealth, district, or organized territory of the
16 United States.
17
18 26. “Supervised field experience” means: a student learning experience under the
19 oversight of a supervisor, mentor, faculty member or other qualified professional,
20 located in the host state, who has a direct or indirect reporting responsibility to
21 the institution where the student is enrolled, whether or not credit is granted.
22 Examples include practica, student teaching, or internships. Independent off-
23 campus study by individual students not engaged in a supervised field experience
24 is exempt from requirements of this compact and does not constitute a physical
25 presence of a postsecondary institution in a SARA member state.
26
27
28

1 2.1 Acceptance of the terms of this Agreement, as authorized by formal action or
2 statute by appropriate state entities, permits a state to voluntarily and formally
3 participate in this nationwide State Authorization Reciprocity Agreement (SARA)
4 through a regional compact of which it is a member or with which it chooses to
5 affiliate for the limited purpose of participating in this agreement. A state may also
6 withdraw from membership if desired, using procedures established by its regional
7 compact under the terms of this agreement and the Policies and Standards of the
8 National Council for SARA.

9
10

SECTION 3

CONDITIONS FOR RECIPROcity

3.1 Voluntary Participation of States and Institutions

Interstate reciprocity regarding the delivery of postsecondary distance education is based on the voluntary participation of states and of institutions based on a consistent set of standards for state authorization that ensure that institutions can deliver distance-education programs in multiple states, provided they meet specific criteria relating to institutional quality, consumer protection and institutional financial responsibility (as described herein).

An institution can participate in SARA only if the state that is designated as its home state chooses to join the agreement. Likewise, institutions may voluntarily opt to not participate in the agreement, foregoing the provision of education services beyond the boundaries of their home state or seeking authorization to operate in other states through existing means.

This agreement applies only to educational services provided by institutions outside their home-state boundaries, and does not affect the regulations or processes states use to authorize either local (in-state) or non-SARA institutions to operate within the state or to exempt institutions from such oversight.

3.2 Eligible Institutions

Subsequent to voluntary home-state participation in this agreement, all institutions with the following characteristics are eligible to participate:

- Location: The institution is located in the United States, its territories, districts or Indian reservations.
- Identity: The institution is a college, university or other postsecondary institution (or collection thereof) that operates as a single entity and which has an institutional identification (OPEID) from the U.S. Department of Education. This includes public, nonprofit private and for-profit institutions.
- Degree-granting: The institution is authorized to offer postsecondary degrees at the associate level or above.
- Accredited: The institution is accredited as a single entity by an accreditation agency that is federally recognized and which has formal recognition to accredit distance-education programs.⁴

⁴ Branch campuses may not obtain separate approval to operate under SARA unless they offer their own distance education programs and have *both* separate accreditation and a separate OPEID number. The

- Authorized: The institution is authorized to offer postsecondary degrees in the state that it has designated as its home state for the purposes of this agreement.

“Exempt” institutions, which are not required by state law or regulation to seek approval to operate within the state based on certain criteria, must obtain approval from the home state to participate in this agreement. Such state oversight will be limited only to the purposes and terms of the agreement.

3.3 Regional Approach

States will apply to join SARA through their existing participation in the regional compacts. U.S. States, districts and territories that are not members of a regional compact can apply for affiliate membership in a regional compact for the limited purpose of participating in SARA. These Affiliate states, and their participating institutions, must meet the same requirements as all participating states and institutions. Affiliate states must also pay a \$50,000 annual fee to a regional compact to participate in the reciprocity agreement.

3.4 Definition of Physical Presence

For purposes of SARA, the definition of “physical presence” is limited to the ongoing occupation of an actual physical location for instructional purposes or the maintenance of an administrative office in the state to facilitate instruction. The National Council for SARA, in concert with the regional compacts, shall maintain and revise as needed detailed standards regarding what does and does not constitute physical presence.

3.4.1 Institutional activities in a state that meet the definition of physical presence, as defined here, permit but do not obligate a state to require an institution to seek authorization from the state, for the general authority to offer instruction within that state.

3.4.2 For purposes of SARA, institutions delivering only distance-education courses (online, through the U.S. Mail or a similar delivery means) and conducting no other activities in a state are not deemed to be physically present. These institutions, therefore, are required to seek authorization for purposes of interstate reciprocity only from their home state, as outlined in this agreement.

Home State is therefore responsible for all SARA activity by branch campuses located in other states as well as from the campus in the Home State. Likewise, it is the Home State’s rules (and the SARA rules) that apply to interstate distance-education activities of such branch campuses under SARA even if the branch campus is not located in a SARA state. In this situation the state where the branch campus is located retains all jurisdiction over activities inside that state.

1 **3.4.3** Other institutional activities that will *not* trigger physical presence
 2 requirements in host states under this agreement include:

- 3
- 4 • Advertising through print, billboard, direct mail, Internet, radio, television or
- 5 other media;
- 6 • Recruiting, including athletic recruiting;
- 7 • Contractual arrangements in states (e.g., procurement contracts or online
- 8 academic offerings provided through consortia agreements);
- 9 • Courses on military installations, limited to active and reserve military
- 10 personnel, dependents of military personnel, and civilian employees of the
- 11 military installation;
- 12 • Faculty, adjunct faculty, mentors, tutors, recruiters or other personnel residing
- 13 in the state and working from their homes or another private, non-institutional
- 14 site, provided that those staff are not engaged in activities that would
- 15 otherwise constitute physical presence as defined by this agreement;
- 16 • Field trips;
- 17 • Proctored exams held in the state;
- 18 • Operation of a server or other electronic service device;
- 19 • Short courses or seminars (20 classroom hours or less, or the equivalent thereof,
- 20 in one six-month period);
- 21 • Full-term courses in which the instructor and students physically meet
- 22 together for no more than two meetings, totaling less than six hours;
- 23 • Experiential learning opportunities, such as a clinical, practicum, residency, or
- 24 internship, provided that:
 - 25 ○ The institution has already obtained all the necessary professional and
 - 26 licensure approvals necessary (if any) to conduct the learning
 - 27 opportunity in the state, and
 - 28 ○ Only 10 students in the same academic program from each institution
 - 29 are physically present simultaneously at a single field placement site
 - 30 unless a higher number is approved by the host state’s portal agency.
 - 31

32 **3.4.4** For purposes of this agreement, any of the following activities in a host state
 33 are not covered by this agreement, as they constitute a physical presence. Thus, an
 34 institution would be subject to the laws and regulations of each state in which it
 35 conducts these activities:

- 36
- 37 • Establishing a physical location in a state for students to receive synchronous
- 38 or asynchronous instruction; or
- 39 • Requiring students to physically meet in a location in the state for instructional
- 40 purposes as required for the course; or
- 41 • Establishing an administrative office in the state, including:
 - 42 ○ Maintaining an administrative office in the state for purposes of providing
 - 43 information to prospective students or the general public about the
 - 44 institution, enrolling students or providing services to enrolled students;

- 1 ○ Providing office space to instructional or non-instructional staff; or
- 2 ○ Establishing an institutional mailing address, street address or phone
- 3 number in the state, or
- 4 ● Field study or field research located at a field station, research station or other
- 5 physical site at which a faculty member or other institutional employee or
- 6 contractor supervises or otherwise directs two or more students in an activity
- 7 exceeding the allowable short course length set forth in Section 3.4.3 above and
- 8 bearing academic credit or required for a course or program.

11 **3.5 Home-State Designation and Responsibilities**

13 To participate in SARA, institutions must be reviewed and authorized by their
14 home state, which is the institution's state of legal domicile for purposes of SARA⁵.
15 The entity or agency designated by the home state is responsible for authorizing
16 the institution for purposes of SARA and serves as the default forum for
17 consumer complaints.

19 By agreeing to join SARA, the home state accepts the obligation and assures its
20 capacity and authority – whether through law or mutually accepted, binding
21 contractual agreements with constitutionally autonomous institutions – to evaluate
22 and certify institutional compliance with quality standards detailed herein and to
23 receive and resolve consumer complaints. Specific state responsibilities related to
24 SARA are further described in Section 4.

26 The home state has a right to oversee its home-state institutions and the in-state
27 activities of institutions that have physical presence in its borders as the home state
28 sees fit.

5 SARA staff has taken the position that a corporate headquarters cannot serve as the basis for a home state designation under SARA because it may oversee colleges based in multiple states and having different institutional accreditors. Therefore the legal domicile for purposes of SARA is the state where the principal accredited campus and the U.S. OPEID number are based. In the event that these two are in different states, the affected regional compacts determine which state serves as home state.

SECTION 4

ROLES AND RESPONSIBILITIES OF REGIONAL COMPACTS

4.1 The regional compacts agree to adhere to the standards and responsibilities involved in SARA. These include a process for reviewing and admitting states to the agreement. They will ensure that states that join through their auspices have both the authority and functional capacity to adhere to the requirements of SARA.

Each regional compact will operate the agreement under its bylaws and in a manner consistent with the programs and activities under its control. The compacts will work together, with the affiliate and non-affiliate states and territories, and with the National Council for State Authorization Reciprocity Agreements (NC-SARA - see Section 8) to ensure that this *Unified Agreement* covers the entire nation.

4.2 The regional compacts will accept and review state applications to join the agreement and will admit states that have adopted appropriate legislation or regulations and that demonstrate capacity to certify institutional compliance with SARA requirements.

4.3 The regional compacts will oversee implementation and execution of SARA in their respective regions and will:

- Develop processes for informing states of the requirements and processes for joining;
- Review and approve (or reject) state applications for participation;
- Monitor participating states' compliance with SARA, including admitting, performing a biennial review of, and expelling states from the agreement;
- Sanction and outline corrective actions for states that fail to meet the requirements for participation;
- Dismiss any states that fail to respond to concerns and plans for improvement;
- Provide a process for appeal in the event that a state disagrees with the compact's decisions regarding state action under SARA policies;
- Maintain, in cooperation with the national SARA office, a comprehensive public list, easily accessible to students and other interested persons via SARA websites, of states and institutions that are part of the agreement;
- Facilitate the agreement's continued growth and expansion to more participating states and institutions as needed;
- Constitute and operate a Regional Steering Committee;
- Represent the needs, interests and concerns of its respective states and institutions in the deliberations and decision-making of the National Council for State Authorization Reciprocity Agreements (NC-SARA).

1 Under this agreement, the state agrees to serve as the default forum for any complaint
2 relating to the institution’s operations carried out under SARA provisions filed
3 against an institution authorized by the state to participate in reciprocity, once the
4 complaint has gone through the institution’s standard complaint process. Therefore, a
5 state entity, which may work with other state entities, must be empowered to
6 investigate and resolve complaints that may originate outside the state. The state’s
7 designated portal entity is responsible to other states and to its regional compact to
8 ensure that complaints are properly resolved.⁶

9
10 The state must further demonstrate that:

- 11
- 12 • It has adequate processes and capacity to act on formal complaints and
13 concerns about the interstate delivery of distance education that are registered
14 with the designated state entity regarding institutions from the state that it has
15 authorized under the terms of this agreement. This includes:
 - 16 A. Ability to demonstrate that consumers (including students and
17 employers) have adequate access to information regarding
18 complaint processes.
 - 19 B. Ability to document:
 - 20 1) All formal complaints received;
 - 21 2) Complaint notifications provided to institutions and
22 accrediting agencies;
 - 23 3) Actions taken that are commensurate with the severity of
24 violations; and
 - 25 4) Complaint resolution.
- 26 • It will promptly report complaints and concerns to the institutions about which
27 the complaint is lodged and, if needed, to the appropriate accrediting bodies.
- 28 • It will be guided, in complaints or concerns regarding academic standards, by
29 guidelines for the evaluation of online learning adopted by the Council of
30 Regional Accrediting Commissions (C-RAC), composed of all regional
31 accrediting associations.
- 32 • It has processes for conveying to designated SARA entities in other states any
33 information regarding complaints against institutions operating within the
34 state under the terms of this agreement, but which are domiciled in another
35 SARA state.
- 36 • It has clear and well-documented policies for addressing catastrophic events.
37 Specifically:
 - 38 ○ In the event of the closure of an institution, the state has processes to
39 ensure that students receive the services for which they pay, or

6 SARA staff has taken the position that although multiple state entities can investigate and act on complaints, the portal for SARA is ultimately responsible and needs to serve as sole point of contact for other states and the compacts. This is to avoid buck-passing, agency roulette and other obfuscations.

1 reasonable financial compensation for those not received.⁷ This may
2 include tuition assurance funds, surety bonds, teach-out provisions or
3 other practices deemed sufficient to protect consumers.

- 4 ○ The state requires institutions to have adequate disaster recovery plans,
5 including protection of student records, or that the state provides such
6 a plan.
7

8 **5.1.5.** The state has eliminated, for purposes of SARA, fees, requirements for a refund
9 policy unique to that state, requirements for a set curriculum for general education
10 requirements, a mandatory number of hours for a degree or certificate, and other such
11 requirements for out-of-state institutions that do not have physical presence in their
12 borders and are participating in the interstate reciprocity agreement.
13

14 **5.1.6** This agreement provides uniform standards for distance education across
15 states and eliminates the need for participating states to assess the quality of out-of-
16 state institutions through the traditional authorization process. Therefore, states will
17 not require that institutions participating in the agreement meet additional
18 requirements before serving students in the state.
19

20 **5.1.7** The state will not impose fees or other requirements on participating out-of-
21 state institutions that were properly authorized by another state to provide distance
22 education under the reciprocity agreement. However, institutions with physical
23 presence in states beyond their home state may be subject to fees or other program
24 requirements by the states in which they have physical presence, as those states
25 determine, as to their in-state activities.
26

27 **5.1.8** Once reviewed and admitted by the appropriate regional compact, states must
28 notify their eligible home state institutions about SARA and its terms, requirements
29 and potential benefits.
30

31 **5.2** States will review and authorize institutions that elect to participate in SARA
32 and which meet the standards and requirements detailed in Section 7. Further, when
33 a state has authorized an institution to participate in SARA, it must:
34

- 35 • Notify appropriate SARA offices in a timely manner of the institutions that it
36 has admitted to the agreement;
- 37 • Review and reauthorize participating institutions on an annual basis;
- 38 • Monitor the compliance of authorized institutions with requirements regarding
39 institutional quality, consumer protection and fiscal viability (as described in
40 this agreement and SARA Policies and Standards established by the
41 National Council);

7 **NOTE:** This requirement is in existing agreements but is not properly stated in SARA Policies and Standards. Revised language will be presented to the National Council for action.

- 1 • Take appropriate action against an authorized institution if that institution fails
2 to comply with those standards and requirements, which may include an
3 investigation, citation, suspension or expulsion from the interstate reciprocity
4 agreement; and
- 5 • Notify the relevant regional compact and NC-SARA in a timely manner of
6 any adverse action taken against an institution related to the interstate
7 reciprocity agreement.
8
9
10

SECTION 6

**ROLES AND RESPONSIBILITIES
OF
PARTICIPATING INSTITUTIONS**

1
2
3
4
5
6
7
8
9 **6.1** In states that have been accepted into SARA, institutions that wish to
10 participate in SARA will apply to their home state, via the designated state portal
11 entity, for review, certification and admission into the agreement.
12

13 **6.2** To achieve the purposes and maintain the integrity of the agreement,
14 institutions must demonstrate and certify to the designated state entity, on an annual
15 basis, that the institution complies with all of the standards and requirements of the
16 agreement, as set forth in this agreement. This includes certification of the
17 institution's compliance with guidelines for the evaluation of online learning adopted
18 by the Council of Regional Accrediting Commissions (C-RAC, see Appendix D).
19

20 **6.3** The interstate reciprocity agreement will be triggered for participating
21 institutions when out-of-state students from SARA member states enroll in the
22 institution's distance-education courses. Students must be informed that the
23 institution is authorized to offer those courses through SARA, using a SARA-
24 approved symbol on the institution's website or a standard statement that is used by
25 participating institutions.
26

27 **6.4** Upon request, participating institutions shall provide to NC-SARA and/or to
28 the relevant regional compact data about the institution's activity under SARA that is
29 required by SARA, in concert with the regional compacts, to maintain and improve
30 the agreement.
31

1 A. Recruitment, Marketing and Other Institutional Disclosures. The institution must
2 demonstrate and affirm the veracity and adequacy of recruitment materials,
3 marketing efforts, other institutional disclosures and professional conduct, including:
4

- 5 • Providing full information about institutional and program requirements
6 in formats easily understood and accessible to prospective students and
7 the public;
- 8 • Ensuring that program advertisements and promotional information include
9 all special or exceptional program requirements;
- 10 • Ensuring that graduate job placement and salary information are accurate and
11 supported by evidence;
- 12 • Providing information on programs preparing students for licensed professions,
13 including explicit statement of whether the program, including clinical or
14 experiential practice, meets licensure standards in all states in which the
15 institution enrolls students;
- 16 • Monitoring and accepting responsibility for the professional conduct of
17 recruiting and marketing staff; and
- 18 • Disclosing institutional and program accreditation status, including the
19 meaning of accreditation status and the accreditor’s contact information.
20

21 B. Tuition, Fees, and Other Charges. The institution must demonstrate that it:
22

- 23 • Discloses all tuition, fees and other costs associated with attendance, including
24 program-specific information;
- 25 • Publishes clear policies and practices regarding refunds to students, including
26 deadlines and amounts;
- 27 • Provides accurate and complete information about available financial aid,
28 including all forms of aid (grants, scholarships, loans, work-study, etc.) and
29 their sources (institutional, private philanthropic, state, federal, etc.).
30

31 C. Admissions. The institution must demonstrate that it:
32

- 33 • Publishes clear and comprehensive requirements for admission to all programs
34 resulting in a certificate, degree or diploma;
- 35 • Provides reasonable assurance that admitted students have the capacity to
36 succeed in their respective program(s).
37

38 **7.2.2 Complaint Mechanisms** 39

40 A. The home state SARA portal entity will receive and resolve, or cause to be resolved,
41 consumer protection complaints filed against institutions that it has reviewed and
42 authorized for purposes of SARA.
43
44

- 1 1. Complaints of violation of the standards and requirements of SARA shall be
2 subject to reasonable institutional complaint resolution processes prior to
3 action by the SARA portal entity.
4
- 5 2. Complaints regarding grades or matters of student conduct shall be resolved at
6 the institutional or, if appropriate, the system level.
7
- 8 3. In its complaint resolution policies or processes the state may not limit the
9 jurisdiction of other involved states (e.g., the student's home state) to
10 investigate complaints under the terms of SARA, but will serve as the default
11 forum for student complaints.
12
- 13 4. The state will notify the complainant's home state SARA entity of its receipt of
14 an appealed complaint.
15
- 16 5. Other states and accrediting agencies will also be free to receive and resolve
17 consumer complaints under the terms of SARA.
18
- 19 6. Professional regulations issued by state agencies responsible for licensing
20 professional practice shall not be affected or superseded by any provisions
21 of SARA.
22
- 23 7. General-purpose laws enforced by state, tribal or federal law enforcement
24 agencies shall not be affected or superseded by any provisions of SARA.
25

26 B. To respond effectively to complaints and ensure transparency, states must report
27 complaint histories to NC-SARA and, as appropriate, to affected accrediting agencies.
28

29 C. An institution must demonstrate to the designated home-state SARA entity that it
30 provides enrolled students with clear information about how to file a complaint. At
31 minimum, the institution will provide this information on its website and directly to
32 students when they enroll in a distance-education program authorized through SARA.
33 Specifically, the institution must demonstrate that it has:
34

- 35 1. Easily understood and clearly published procedures for lodging complaints
36 with the institution, state portal entities, accrediting agencies, or other entities;
- 37 2. Procedures to ensure that institutional complaint resolution processes are
38 exhausted prior to elevating to a state portal or other entity;
- 39 3. Processes within for responding appropriately to complaints and documenting
40 their resolution; and
- 41 4. Processes to report formal complaints and their resolution to the state portal entity.
42
43

1 **7.3 Institutional Financial Responsibility**

2
3 A. Public institutions, consistent with U.S. Department of Education policies, are
4 presumed to be financially responsible by virtue of their status as state institutions
5 with the financial backing of their state, subject to filing requirements of the
6 department to demonstrate "past performance and affiliation standards."
7

8 B. A private, nonprofit or for-profit institution will demonstrate sufficient financial
9 strength, for initial authorization and ongoing review, through one of the
10 following means:

- 11
12 1. The institution is eligible for federal Title IV student financial aid programs
13 *and* the U.S. Department of Education, for the institution's most recent fiscal
14 year for which data is available, has not determined it to have a financial
15 responsibility composite score below 1.5.
16
- 17 2. The institution is otherwise eligible for federal Title IV student aid
18 programs, has a financial responsibility composite score of 1.0-1.5, and the
19 designated home-state entity has determined, upon examination of
20 additional financial information, that either the institution has sufficient
21 financial strength for SARA authorization *or* that the score between 1.0 and
22 1.5 results from an accounting error or the misapplication of generally
23 accepted accounting standards in calculating the score.
24

25
26 C. The state should use the method described in section B(2) for two consecutive years
27 to determine financial responsibility, assuming that the institution remains eligible for
28 Title IV student aid programs.
29

30 D. A private, nonprofit or for-profit institution should no longer be eligible if in the
31 third year its composite score remains below 1.5, even if the institution remains
32 eligible for Title IV programs.
33

34 E. A private, non-profit or for-profit institution that loses its authorization to
35 participate in SARA under requirement 7.3 (D), but remains eligible to participate in
36 federal Title IV student aid programs, will meet the financial responsibility
37 requirements of SARA if and when the U.S. Department of Education determines that
38 the institution no longer has a financial responsibility composite score below 1.5.
39

40 F. An institution that desires to participate in SARA, but which does not have a
41 federal composite financial responsibility score because it does not participate in
42 federal Title IV programs, must be determined by its home state authorizing entity to
43 be financially responsible, based on audited financial information and calculations
44 comparable to those used by the U.S. Department of Education.

1
2 G. The above provisions do not limit the right of the home state to require more
3 demanding financial responsibility requirements for its home state institutions. A
4 SARA member state can require a higher federal financial responsibility score for its
5 own participating nonpublic colleges and universities if that standard is applied to the
6 institutions as part of the state's general rules for operating a facility in the state. The
7 state cannot apply a standard higher than the SARA standard solely for eligibility
8 screening for an institution's participation in SARA. For this reason, in a state that
9 applies a higher standard to its nonpublic providers; those providers will by
10 definition operate under a higher standard, but not because of SARA rules.
11

[8 - GOVERNANCE AND FINANCE]

SECTION 8

**ROLES AND RESPONSIBILITIES OF THE
NATIONAL COUNCIL FOR SARA**

8.1 National Council for State Authorization Reciprocity Agreements (NC-SARA)

The National Council for State Authorization Reciprocity Agreements (NC-SARA) was established in September 2013. It serves as the primary coordinating and oversight body for the reciprocity agreement and will work to:

- Maintain a limited role within the overall governance of SARA, communicate information to the field, and provide stakeholder representation;
- Develop and publish Bylaws to determine its operation;
- In concert with the four regional compacts, approve, maintain and publish policies and standards relevant to the reciprocity agreement;
- Ensure efficient implementation, monitor effectiveness and provide structure to coordinate efforts between the four regional compacts and maintain inter-regional alignment;
- Establish mechanisms, policies and standards to resolve disagreements between regional compacts about interpretation and enforcement of the agreement;
- Ensure that each regional compact and its steering committee adequately oversee their respective participant states;
- Harmonize procedures among the regions to make the reciprocal recognition of SARA authorization as seamless and uniform as possible;
- Facilitate regular information gathering and exchange among the four regional compacts, member states and SARA institutions regarding participation and compliance;
- In consultation and concert with the regional compacts, collect from SARA institutions the data needed to guide and monitor the progress and status of the reciprocity agreement;
- Set, collect, and manage fees for institutions choosing to participate in SARA;
- Advocate as needed for the expansion and improvement of SARA;
- Meet at least twice per year;
- Produce an annual report on the status of the reciprocity agreement;
- Be accessible to the higher education community at large to address concerns and questions about SARA;
- Serve as the central corporate contact for SARA for purposes and issues of national scope or affecting more than one regional compact.

1 **8.2 NC-SARA Membership and Selection**

2
3 NC-SARA will be composed of an odd number of members not fewer than 17 or more
4 than 23 representing the full spectrum of the higher education community. The
5 following principles guide the membership of the board:

- 6
7 • NC-SARA members will come from the range of impacted groups to ensure a
8 wide range of support as the interstate reciprocity agreement is promoted and
9 implemented, while taking into consideration the need for those groups to have
10 a permanent voice;
- 11 • Members may be drawn from all institutional sectors (including large- and
12 small-scale distance-education providers), regional and national accreditation
13 agencies, and state officials including state regulators, state attorneys general or
14 consumer protection agencies, and state higher education executive officers;
- 15 • NC-SARA board members will be selected based on their knowledge of the
16 field, ability to work across multiple perspectives, and commitment to the
17 collaborative work and success of the national coordinating board, consistent
18 with the principles set forth herein.
- 19 • The presidents of regional compacts (or their designees) are voting members
20 with an important but not a controlling role (i.e., a regional compact
21 representative can be the vice chair, but not the chair); and
- 22 • Members will have staggered terms and term limits.
- 23
24

25 (A diagram summarizing the relationship of NC-SARA to the regional compacts and
26 Regional Steering Committees is included as Appendix B.)

27
28 **8.3 Regional Steering Committee (RSC)**

29
30 The regional compacts will each establish Regional SARA Steering Committees to
31 evaluate and determine whether states demonstrate adequate capacity and sufficient
32 standards for authorization and oversight of institutions participating in SARA. In
33 collaboration with NC-SARA, the RSCs will establish and disseminate criteria for
34 state participation consistent with SARA national policy and will amend such criteria,
35 as appropriate, over time.

36
37 A state seeking to participate in its region’s SARA program will submit a plan of how
38 it will meet the criteria for participation. A detailed summary of the requirements
39 related to states’ voluntary application and participation as of the effective date of
40 this agreement is maintained at www.nc-sara.org and may be revised as needed.
41 The RSC will review the plan and work iteratively with the state on revisions until
42 the RSC is able to recommend approval by the respective compact’s commissioners
43 or delegates.

44

1 The RSC will also recommend other procedural details and actions regarding SARA
2 participation to the respective regional compact. The regional compact’s delegates will
3 also determine the terms of service of steering committee members.
4

5 Each Regional Steering Committee will contain at least one voting member from each
6 SARA member state in the region and will otherwise be composed according to the needs
7 of the region. The composition and contact information for members shall be made
8 available on the region’s web site.
9

10 **8.4 Finance**

11
12 To finance expenses related to the establishment and ongoing activities related to SARA,
13 NC-SARA is given authority to set and collect fees from institutions in participating
14 states and that have been authorized by the appropriate home-state entity.
15

16 These fees will be managed and distributed by NC-SARA based on the
17 following principles:
18

- 19 A. Participating institutions will pay an annual fee directly to NC-SARA;
- 20 B. SARA fees will be standardized across all regions;
- 21 C. SARA fees must be adequate to fund operational expenses associated with this
22 Agreement – including NC-SARA, the SARA-related work of the regional
23 compacts, and their Regional Steering Committees;
- 24 D. Fees should be low enough to encourage institutional participation;
- 25 E. With input from regional compacts and participating states and institutions,
26 NC-SARA will every two years approve and publish a SARA fee schedule
27 for institutions;
- 28 F. Fees will be assessed on a graduated scale, based on institutional enrollment; and
- 29 G. The fee scale, schedule and any formulas to determine enrollment will be
30 authorized by NC-SARA and will be reviewed every two years.
31

32 Participation in SARA does not infringe upon the right of any member state to charge
33 fees to its home-state institutions to cover the costs associated with review, approval and
34 monitoring of operations related to the terms of this agreement. The home state shall
35 retain all such fees.
36

37 Non-affiliated states choosing to affiliate with one of the regional compacts in order
38 to participate in the reciprocity agreement must pay a \$50,000 annual fee to that
39 regional compact.
40
41
42

SECTION 9

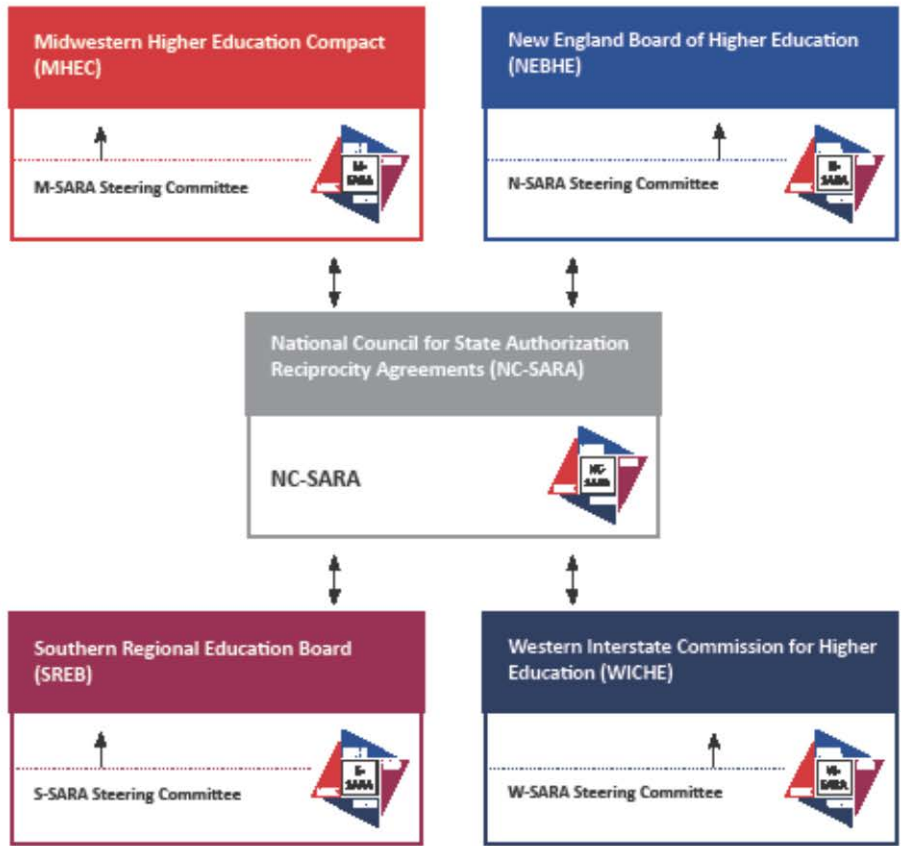
AMENDMENT OF THE SARA AGREEMENT

This agreement may be amended to respond to the needs of NC-SARA, the regional compacts, the regional steering committees, states, institutions, accreditors, students or other key stakeholders. It may also be amended to respond to changes and issues related to distance education to ensure the timely, effective and ongoing operation of SARA.

Procedures to solicit and consider suggested amendments shall be developed, published and administered by NC-SARA, in concert with the regional compacts.

APPENDIX B

**NATIONAL COUNCIL FOR STATE AUTHORIZATION
RECIPROcity AGREEMENTS (NC-SARA)
ORGANIZATIONAL STRUCTURE**



1
2 **APPENDIX C**

3
4 **ROLES AND RESPONSIBILITIES OF ACCREDITING ENTITIES**

5
6
7
8 To implement the interstate reciprocity agreement, accrediting agencies that are
9 federally recognized to accredit distance-education programs should provide
10 confirmation, when requested by the state, about the accreditation status of
11 institutions seeking to participate in the agreement.

12
13 To maintain the agreement, accrediting agencies should consider the unique facets of
14 distance education as part of a comprehensive review of institutional quality and
15 revisit and revise their standards as needed to reflect changes and innovations in
16 distance education.

17
18 In light of the reliance of states and institutions on accreditation as the primary means
19 of quality assurance and to increase awareness of accreditation processes and
20 decisions, all regional, national and programmatic accreditors are urged to provide,
21 on a timely basis, to relevant home-state agencies and to the appropriate regional
22 compact a summary to relevant states of adverse actions with regard to distance
23 education taken relative to institutions or programs.

24
25
26

APPENDIX D

Interregional Guidelines for the Evaluation of Distance Education

Council of Regional Accrediting Commissions (C-RAC) (2011)

1. Online learning is appropriate to the institution’s mission and purposes.

*Analysis/Evidence:*⁸

- The mission statement explains the role of online learning within the range of the institution’s programs and services;
- Institutional and program statements of vision and values inform how the online learning environment is created and supported;
- As appropriate, the institution incorporates into its online learning programs methods of meeting the stated institutional goals for the student experience at the institution;
- The recruitment and admissions programs supporting the online learning courses and programs appropriately target the student populations to be served;
- The students enrolled in the institution’s online learning courses and programs fit the admissions requirements for the students the institution intends to serve;
- Senior administrators and staff can articulate how online learning is consonant with the institution’s mission and goals.

2. The institution’s plans for developing, sustaining, and, if appropriate, expanding online learning offerings are integrated into its regular planning and evaluation processes.

Analysis/Evidence:

- Development and ownership of plans for online learning extend beyond the administrators directly responsible for it and the programs directly using it;
- Planning documents are explicit about any goals to increase numbers of programs provided through online learning courses and programs and/or numbers of students to be enrolled in them;
- Plans for online learning are linked effectively to budget and technology planning to ensure adequate support for current and future offerings;

⁸ These bulleted points illustrate actions, processes and facts that institutions may use to demonstrate that they meet SARA requirements.

- 1 • Plans for expanding online learning demonstrate the institution’s capacity to assure
- 2 an appropriate level of quality;
- 3 • The institution and its online learning programs have a track record of conducting
- 4 needs analysis and of supporting programs.

5
6 **3. Online learning is incorporated into the institution’s systems of governance and**
7 **academic oversight.**

8
9 *Analysis/Evidence:*

- 10 • The institution’s faculty have a designated role in the design and implementation of
- 11 its online learning offerings;
- 12 • The institution ensures the rigor of the offerings and the quality of the instruction;
- 13 • Approval of online courses and programs follows standard processes used in the
- 14 college or university;
- 15 • Online learning courses and programs are evaluated on a periodic basis;
- 16 • Contractual relationships and arrangements with consortial partners, if any, are clear
- 17 and guarantee that the institution can exercise appropriate responsibility for the
- 18 academic quality of all online learning offerings provided under its name.

19
20 **4. Curricula for the institution’s online learning offerings are coherent, cohesive, and**
21 **comparable in academic rigor to programs offered in traditional instructional formats.**

22
23 *Analysis/Evidence:*

- 24 • The curricular goals and course objectives show that the institution or program has
- 25 knowledge of the best uses of online learning in different disciplines and settings;
- 26 • Curricula delivered through online learning are benchmarked against on-ground
- 27 courses and programs, if provided by the institution, or those provided by traditional
- 28 institutions;
- 29 • The curriculum is coherent in its content and sequencing of courses and is effectively
- 30 defined in easily available documents including course syllabi and program
- 31 descriptions;
- 32 • Scheduling of online learning courses and programs provides students with a
- 33 dependable pathway to ensure timely completion of degrees;
- 34 • The institution or program has established and enforces a policy on online learning
- 35 course enrollments to ensure faculty capacity to work appropriately with students;
- 36 • Expectations for any required face-to-face, on-ground work (e.g., internships,
- 37 specialized laboratory work) are stated clearly;

- 1 • Course design and delivery supports student-student and faculty-student
- 2 interaction;
- 3 • Curriculum design and the course management system enable active faculty
- 4 contribution to the learning environment;
- 5 • Course and program structures provide schedule and support known to be effective
- 6 in helping online learning students persist and succeed.

7
8 **5. The institution evaluates the effectiveness of its online learning offerings, including**
9 **the extent to which the online learning goals are achieved, and uses the results of its**
10 **evaluations to enhance the attainment of the goals.**

11 *Analysis/Evidence:*

- 12 • Assessment of student learning follows processes used in onsite courses or programs
- 13 and/or reflects good practice in assessment methods;
- 14 • Student course evaluations are routinely taken and an analysis of them contributes to
- 15 strategies for course improvements;
- 16 • Evaluation strategies ensure effective communication between faculty members who
- 17 design curriculum, faculty members who interact with students, and faculty
- 18 members who evaluate student learning;
- 19 • The institution regularly evaluates the effectiveness of the academic and support
- 20 services provided to students in online courses and uses the results for improvement;
- 21 • The institution demonstrates the appropriate use of technology to support its
- 22 assessment strategies;
- 23 • The institution documents its successes in implementing changes informed by its
- 24 programs of assessment and evaluation;
- 25 • The institution provides examples of student work and student interactions among
- 26 themselves and with faculty;
- 27 • The institution sets appropriate goals for the retention/persistence of students using
- 28 online learning, assesses its achievement of these goals, and uses the results for
- 29 improvement.
- 30

31
32 **6. Faculty responsible for delivering the online learning curricula and evaluating the**
33 **students' success in achieving the online learning goals are appropriately qualified and**
34 **effectively supported.**

35 *Analysis/Evidence:*

- 1 • Online learning faculties are carefully selected, appropriately trained, frequently
2 evaluated, and are marked by an acceptable level of turnover;
- 3 • The institution’s training program for online learning faculty is periodic, incorporates
4 tested good practices in online learning pedagogy, and ensures competency with the
5 range of software products used by the institution;
- 6 • Faculty are proficient and effectively supported in using the course management
7 system;
- 8 • The office or persons responsible for online learning training programs are clearly
9 identified and have the competencies to accomplish the tasks, including knowledge
10 of the specialized resources and technical support available to support course
11 development and delivery;
- 12 • Faculty members engaged in online learning share in the mission and goals of the
13 institution and its programs and are provided the opportunities to contribute to the
14 broader activities of the institution;
- 15 • Students express satisfaction with the quality of the instruction provided by online
16 learning faculty members.

17
18 **7. The institution provides effective student and academic services to support students**
19 **enrolled in online learning offerings.**
20

21 *Analysis/Evidence:*

- 22 • The institution’s admissions program for online learning provides good web-based
23 information to students about the nature of the online learning environment, and
24 assists them in determining if they possess the skills important to success in online
25 learning;
- 26 • The institution provides an online learning orientation program;
- 27 • The institution provides support services to students in formats appropriate to the
28 delivery of the online learning program;
- 29 • Students in online learning programs have adequate access to student services,
30 including financial aid, course registration, and career and placement counseling;
- 31 • Students in online learning programs have ready access to 24/7 tech support;
- 32 • Students using online learning have adequate access to learning resources, including
33 library, information resources, laboratories, and equipment and tracking systems;
- 34 • Students using online learning demonstrate proficiency in the use of electronic forms
35 of learning resources;
- 36 • Student complaint processes are clearly defined and can be used electronically;

- 1 • Publications and advertising for online learning programs are accurate and contain
- 2 necessary information such as program goals, requirements, academic calendar, and
- 3 faculty;
- 4 • Students are provided with reasonable and cost-effective ways to participate in the
- 5 institution’s system of student authentication.

6

7 **8. The institution provides sufficient resources to support and, if appropriate, expand**

8 **its online learning offerings.**

9

10 *Analysis/Evidence:*

- 11 • The institution prepares a multi-year budget for online learning that includes
- 12 resources for assessment of program demand, marketing, appropriate levels of
- 13 faculty and staff, faculty and staff development, library and information resources,
- 14 and technology infrastructure;
- 15 • The institution provides evidence of a multi-year technology plan that addresses its
- 16 goals for online learning and includes provision for a robust and scalable technical
- 17 infrastructure.

18

19 **9. The institution assures the integrity of its online offerings.**

20

21 *Analysis/Evidence:*

- 22 • The institution has in place effective procedures through which to ensure that the
- 23 student who registers in a distance education course or program is the same student
- 24 who participates in and completes the course or program and receives the academic
- 25 credit. The institution makes clear in writing that these processes protect student
- 26 privacy and notifies students at the time of registration or enrollment of any
- 27 projected additional costs associated with the verification procedures. (Note: This is a
- 28 federal requirement. All institutions that offer distance education programs must
- 29 demonstrate compliance with this requirement.);
- 30 • The institution’s policies on academic integrity include explicit references to online
- 31 learning;
- 32 • Issues of academic integrity are discussed during the orientation for online students;
- 33 • Training for faculty members engaged in online learning includes consideration of
- 34 issues of academic integrity, including ways to reduce cheating.

Interregional Guidelines for the Evaluation of Distance Education 2011

Council of Regional Accrediting Commissions (C-RAC)

1. Online learning is appropriate to the institution's mission and purposes.

*Analysis/Evidence:*****

- The mission statement explains the role of online learning within the range of the institution's programs and services;
- Institutional and program statements of vision and values inform how the online learning environment is created and supported;
- As appropriate, the institution incorporates into its online learning programs methods of meeting the stated institutional goals for the student experience at the institution;
- The recruitment and admissions programs supporting the online learning courses and programs appropriately target the student populations to be served;
- The students enrolled in the institution's online learning courses and programs fit the admissions requirements for the students the institution intends to serve;
- Senior administrators and staff can articulate how online learning is consonant with the institution's mission and goals.

2. The institution's plans for developing, sustaining, and, if appropriate, expanding online learning offerings are integrated into its regular planning and evaluation processes.

Analysis/Evidence:

- Development and ownership of plans for online learning extend beyond the administrators directly responsible for it and the programs directly using it;
- Planning documents are explicit about any goals to increase numbers of programs provided through online learning courses and programs and/or numbers of students to be enrolled in them;
- Plans for online learning are linked effectively to budget and technology planning to ensure adequate support for current and future offerings;
- Plans for expanding online learning demonstrate the institution's capacity to assure an appropriate level of quality;
- The institution and its online learning programs have a track record of conducting needs analysis and of supporting programs.

*****These bulleted points illustrate actions, processes and facts that institutions may use to demonstrate that they meet SARA requirements.*

3. Online learning is incorporated into the institution's systems of governance and academic oversight.

Analysis/Evidence:

- The institution's faculty have a designated role in the design and implementation of its online learning offerings;
- The institution ensures the rigor of the offerings and the quality of the instruction;
- Approval of online courses and programs follows standard processes used in the college or university;
- Online learning courses and programs are evaluated on a periodic basis;
- Contractual relationships and arrangements with consortial partners, if any, are clear and guarantee that the institution can exercise appropriate responsibility for the academic quality of all online learning offerings provided under its name.

4. Curricula for the institution's online learning offerings are coherent, cohesive, and comparable in academic rigor to programs offered in traditional instructional formats.

Analysis/Evidence:

- The curricular goals and course objectives show that the institution or program has knowledge of the best uses of online learning in different disciplines and settings;
- Curricula delivered through online learning are benchmarked against on-ground courses and programs, if provided by the institution, or those provided by traditional institutions;
- The curriculum is coherent in its content and sequencing of courses and is effectively defined in easily available documents including course syllabi and program descriptions;
- Scheduling of online learning courses and programs provides students with a dependable pathway to ensure timely completion of degrees;
- The institution or program has established and enforces a policy on online learning course enrollments to ensure faculty capacity to work appropriately with students;
- Expectations for any required face-to-face, on-ground work (e.g., internships, specialized laboratory work) are stated clearly;
- Course design and delivery supports student-student and faculty-student interaction;
- Curriculum design and the course management system enable active faculty contribution to the learning environment;
- Course and program structures provide schedule and support known to be effective in helping online learning students persist and succeed.

5. The institution evaluates the effectiveness of its online learning offerings, including the extent to which the online learning goals are achieved, and uses the results of its evaluations to enhance the attainment of the goals.

Analysis/Evidence:

- Assessment of student learning follows processes used in onsite courses or programs and/or reflects good practice in assessment methods;
- Student course evaluations are routinely taken and an analysis of them contributes to strategies for course improvements;
- Evaluation strategies ensure effective communication between faculty members who design curriculum, faculty members who interact with students, and faculty members who evaluate student learning;
- The institution regularly evaluates the effectiveness of the academic and support services provided to students in online courses and uses the results for improvement;
- The institution demonstrates the appropriate use of technology to support its assessment strategies;

- The institution documents its successes in implementing changes informed by its programs of assessment and evaluation;
- The institution provides examples of student work and student interactions among themselves and with faculty;
- The institution sets appropriate goals for the retention/persistence of students using online learning, assesses its achievement of these goals, and uses the results for improvement.

6. Faculty responsible for delivering the online learning curricula and evaluating the students' success in achieving the online learning goals are appropriately qualified and effectively supported.

Analysis/Evidence:

- Online learning faculties are carefully selected, appropriately trained, frequently evaluated, and are marked by an acceptable level of turnover;
- The institution's training program for online learning faculty is periodic, incorporates tested good practices in online learning pedagogy, and ensures competency with the range of software products used by the institution;
- Faculty are proficient and effectively supported in using the course management system;
- The office or persons responsible for online learning training programs are clearly identified and have the competencies to accomplish the tasks, including knowledge of the specialized resources and technical support available to support course development and delivery;
- Faculty members engaged in online learning share in the mission and goals of the institution and its programs and are provided the opportunities to contribute to the broader activities of the institution;
- Students express satisfaction with the quality of the instruction provided by online learning faculty members.

7. The institution provides effective student and academic services to support students enrolled in online learning offerings.

Analysis/Evidence:

- The institution's admissions program for online learning provides good web-based information to students about the nature of the online learning environment, and assists them in determining if they possess the skills important to success in online learning;
- The institution provides an online learning orientation program;
- The institution provides support services to students in formats appropriate to the delivery of the online learning program;
- Students in online learning programs have adequate access to student services, including financial aid, course registration, and career and placement counseling;
- Students in online learning programs have ready access to 24/7 tech support;
- Students using online learning have adequate access to learning resources, including library, information resources, laboratories, and equipment and tracking systems;
- Students using online learning demonstrate proficiency in the use of electronic forms of learning resources;
- Student complaint processes are clearly defined and can be used electronically;
- Publications and advertising for online learning programs are accurate and contain necessary information such as program goals, requirements, academic calendar, and faculty;
- Students are provided with reasonable and cost-effective ways to participate in the institution's system of student authentication.

8. The institution provides sufficient resources to support and, if appropriate, expand its online learning offerings.

Analysis/Evidence:

- The institution prepares a multi-year budget for online learning that includes resources for assessment of program demand, marketing, appropriate levels of faculty and staff, faculty and staff development, library and information resources, and technology infrastructure;
- The institution provides evidence of a multi-year technology plan that addresses its goals for online learning and includes provision for a robust and scalable technical infrastructure.

9. The institution assures the integrity of its online offerings.

Analysis/Evidence:

- The institution has in place effective procedures through which to ensure that the student who registers in a distance education course or program is the same student who participates in and completes the course or program and receives the academic credit. The institution makes clear in writing that these processes protect student privacy and notifies students at the time of registration or enrollment of any projected additional costs associated with the verification procedures. (Note: This is a federal requirement. All institutions that offer distance education programs must demonstrate compliance with this requirement.);
- The institution's policies on academic integrity include explicit references to online learning;
- Issues of academic integrity are discussed during the orientation for online students;
- Training for faculty members engaged in online learning includes consideration of issues of academic integrity, including ways to reduce cheating.