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**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

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**Unified State Authorization Reciprocity Agreement**

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

**Adopted by MHEC** \_\_\_\_\_ **Date** \_\_\_\_\_

**Adopted by NEBHE** \_\_\_\_\_ **Date** \_\_\_\_\_

**Adopted by SREB** \_\_\_\_\_ **Date** \_\_\_\_\_

**Adopted by WICHE** \_\_\_\_\_ **Date** \_\_\_\_\_

**Adopted by NC-SARA** \_\_\_\_\_ **Date** \_\_\_\_\_

1 **Notes on the second draft of the *Unified State Authorization Reciprocity Agreement***  
2 **October 22, 2015**

3  
4 **Purpose**

5  
6 The *Unified State Authorization Reciprocity Agreement* replaces the four SARA individual  
7 documents created and adopted during 2013 by the country’s four regional education  
8 compacts: the Midwestern Higher Education Compact (MHEC), the New England Board  
9 of Higher Education (NEBHE), the Southern Regional Education Board (SREB), and the  
10 Western Interstate Commission for Higher Education (WICHE). It will be considered and  
11 approved by each of the compacts and then ratified by the National Council for State  
12 Authorization Reciprocity Agreements (NC-SARA).

13  
14 In December, 2013, NC-SARA, at its first meeting, affirmed that the four individual  
15 documents were sufficiently consistent in all substantive matters to move forward with  
16 the implementation of SARA by the regional compacts. Despite that finding, having four  
17 regional documents occasionally proved confusing or problematic to readers not directly  
18 involved with the evolution of the SARA initiative.

19  
20 This *Unified State Authorization Reciprocity Agreement* does several things. First, it should dispel  
21 any confusion or question arising from the existence of four separate documents. It stands as a  
22 testament to the ability of the four compacts, SARA member states, participating institutions  
23 and NC-SARA to work together in a remarkable and laudable spirit of trust to solve the  
24 thorny problem of appropriate and effective oversight of interstate distance education. As of  
25 this writing, 29 states and almost 500 institutions participate.

26  
27 The *Unified State Authorization Reciprocity Agreement* breaks no new ground. It doesn’t  
28 change the relationships between the SARA partners. It does reconcile any non-  
29 substantive differences between the four separate agreements. It also incorporates policy  
30 modifications made since 2013 by NC-SARA (with the concurrence of the regional  
31 compact presidents), modifications which gradually caused the existing four regional  
32 documents to be in relatively small ways out-of-date. The *Unified Agreement* is therefore  
33 now consistent with NC-SARA’s *Policies and Standards*.

34  
35 **Process**

36  
37 Alan Contreras, working for NC-SARA, has done the complex and sensitive work of  
38 reviewing the four regional documents and crafting their unified replacement. After  
39 review by the regional SARA staff, his first draft was circulated to the regional compact  
40 presidents for their comments; each president was free to determine the extent of review

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

3  
4  
5

**Notable Points**

- 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.

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Marshall A. Hill

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### **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.

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## 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 GOVERNING PRINCIPLES OF SARA<sup>1</sup>  
3  
4

5 Consistent with their collaborative missions, the four existing regional higher  
6 education interstate compacts are uniquely positioned to quickly and effectively  
7 address issues arising from the interstate offering of distance education. The  
8 compacts – the Midwestern Higher Education Compact (MHEC), the New England  
9 Board of Higher Education (NEBHE), the Southern Regional Educational Board  
10 (SREB), and the Western Interstate Commission for Higher Education (WICHE) –  
11 operate with the express purpose of expanding educational opportunity within  
12 their respective regions. The National Council for State Authorization Reciprocity  
13 Agreements (NC-SARA) exists to coordinate the SARA work of the regional compacts,  
14 ensure that SARA has consistent nationwide coverage, and maximize efficient  
15 operations of the SARA initiative.” (See Appendix B.)  
16

17 States working together and agreeing on terms of engagement and collaboration  
18 can trust each other to work cooperatively and consistently toward reciprocally  
19 accepting each other’s authorization of institutions to offer interstate distance  
20 education. Trust, however, requires confidence that each of the partners takes  
21 seriously its responsibilities with regard to authorizing only institutions that provide  
22 high quality education, whether that is through traditional campus-based classroom  
23 experiences or through technology mediated or off-campus based experiences.  
24 Similarly, this agreement presumes the efficacy of the triad discussed earlier.  
25

26 Collaboration between these well-established and highly-regarded regional interstate  
27 compacts is the most cost-effective and viable approach to achieve nationwide  
28 coverage. This State Authorization Reciprocity Agreement (SARA), therefore, is built  
29 upon these four partnerships: the first being between each higher education regional  
30 compact’s member states as reciprocal partners; the second being agreement among  
31 the four higher education regional compacts; the third being the partnership among  
32 federally recognized accreditors, the federal government, and the states; and lastly, the  
33 partnership between the regional compacts and NC-SARA.  
34

35 Interstate reciprocity requires an infrastructure for communication and collaboration  
36 among states and across the nation. The four existing regional higher education  
37 compacts will manage state participation in the agreement, limiting costs, utilizing  
38 existing structures and utilizing established relationships. All but a few states  
39 currently belong to one of the four regional compacts; SARA allows non-member  
40 states, territories and districts to “affiliate” with one of the compacts for the sole  
41 purpose of participation in SARA.

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1 See Appendix A for “The Evolution of SARA”

1  
2 *SARA as a Voluntary Agreement*

3  
4 This agreement establishes reciprocity between willing states that accept each other’s  
5 authorization<sup>2</sup> 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

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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

SECTION 2

OPERATIONAL PRINCIPLES  
OF THE  
UNIFIED STATE AUTHORIZATION  
RECIPROCITY AGREEMENT

This agreement applies only to distance educational services provided by participating institutions outside of their home-state boundaries. This agreement does not affect or alter the unique processes or standards that states may use to authorize institutions to operate a physical site within their boundaries or to exempt such institutions from oversight.

This agreement specifies the conditions and requirements for the implementation of a nationwide State Authorization Reciprocity Agreement (SARA), as recommended by the SARA Working Group assembled by the Presidents’ Forum and the Council of State Governments and as set forth in Section III, “Findings, Principles and Recommendations,” in the final report of the Commission on the Regulation of Postsecondary Distance Education (CRPDE)<sup>3</sup>. Adopted by each of the four regional compacts, it replaces the four previous documents based on that earlier work and individually adopted by the four regional compacts.

The Commission described the conditions related to distance education in the U.S. and set forth the legal, regulatory and policy backgrounds – both state and federal – related to the authorization of online learning (See CRPDE, Section I, p. 6 and pp. 7-9). As stated in the Commission’s report, the purposes of this Agreement are to:

- Address key issues associated with appropriate government oversight, consumer protection, and educational quality of distance education offered by U.S. institutions.
- Address the costs and inefficiencies faced by postsecondary institutions in complying with multiple (and often inconsistent) state laws and regulations as they seek to provide high-quality educational opportunities to students in multiple state jurisdictions.

<sup>3</sup> “Advancing Access through Regulatory Reform: Findings, Principles, and Recommendations for the State Authorization Reciprocity Agreement (SARA),” Final Report of the Commission on the Regulation of Postsecondary Distance Education, April 2013. Available at: <http://www.sheeo.org/resources/publications/final-report-distance-education-commission-advancing-access-through>

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.<sup>4</sup>

<sup>4</sup> 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.
- 9

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

12  
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 SARA<sup>5</sup>.  
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.

18  
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.

25  
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).

**SECTION 5**

**ROLES AND RESPONSIBILITIES OF PARTICIPATING STATES**

States that choose to join SARA must demonstrate that state law and policy have been enacted or amended to meet the standards of this agreement. While participating states must meet the same standards, they have flexibility in how they do so. For example, one state may choose to investigate student complaints through the state higher education entity while another may utilize its consumer protection agency. States are encouraged, but not required, to use existing structures and agencies.

**5.1 Core Conditions for State Participation**

To participate in the agreement, a state must specifically demonstrate that:

**5.1.1.** State law allows participation in the reciprocity agreement.

States must take appropriate steps to ensure that state law or regulation explicitly allows its designated state SARA entity to undertake the requirements of the reciprocity agreement. Additionally, states that do not currently belong to a regional compact and wish to participate in the regional compact must affiliate with a compact for the limited purpose of participating in the agreement.

**5.1.2.** The state definition of physical presence affecting SARA institutions does not materially deviate from the definition offered in Section 3 and should not classify any of the non-triggering activities identified in Section 3 as triggers for physical presence for institutions participating in SARA.

**5.1.3.** The state is able to receive applications from institutions for participation in the reciprocity agreement and to review and authorize institutions on an annual basis.

States must establish a process to admit institutions into the reciprocity agreement that will require a review of the institution's accreditation status, consumer protection disclosures and, for non-public institutions, financial viability. This review must be conducted on an annual basis. The state should also be prepared to provide an appeals process for institutions that are not approved for participation in the agreement.

**5.1.4.** A state entity has been designated to receive, investigate and resolve student complaints regarding institutions authorized under the agreement.

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.<sup>6</sup>

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.<sup>7</sup> 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

SECTION 7

**CRITERIA FOR STATE AUTHORIZATION  
AND  
OVERSIGHT OF INSTITUTIONS**

The following standards and criteria will guide an institution's demonstration to the designated home-state portal entity of its SARA compliance and the state entity's review and certification of the same.

**7.1 Accreditation and Institutional Quality**

A. States must accept institutional accreditation (including accreditation for offering distance-education programs) by a federally recognized accreditor as a sufficient demonstration of academic quality in distance-education programs offered in the state under SARA.

B. Institutions seeking authorization to participate in SARA must demonstrate institutional quality by certifying accreditation by an accreditation entity that is federally-recognized to accredit distance-education programs to the designated home-state entity. States must confirm an institution's accreditation status with the institution's accrediting agency.

**7.2 Consumer Information and Protection**

Current and prospective students need access to accurate, complete and current information about institutions and their programs. This information is disclosed or publicly reported to fulfill federal "Title IV" and accreditation requirements, and in many cases to an institution's home state. If an institution does not participate in Title IV, it must provide the information to the designated home-state SARA entity, as well as post all information that would have been required for Title IV participation on its website.

**7.2.1 Disclosure and Reporting Requirements**

An institution must demonstrate, and the designated home state entity must verify, that the institution provides to current and prospective students (and, where applicable, to the U.S. Department of Education) the information required for federal Title IV disclosures and reporting. This includes current required disclosures and reporting requirements, as well as any future requirements that the Department may adopt. This includes, but is not limited to:

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](http://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 However, if Guam, the Northern Mariana Islands, the United  
42 States Virgin Islands or American Samoa choose to affiliate with a regional compact  
43 to enable participation in SARA, the affiliation fee for each of those territories will be  
44 \$10,000 per year. Institutions from those territories would pay regular institutional

1 fees to NC-SARA; those territories, as do all SARA states, would determine whether  
2 to charge their institutions in-territory fees to participate in SARA.  
3

**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.

1 **APPENDICES**

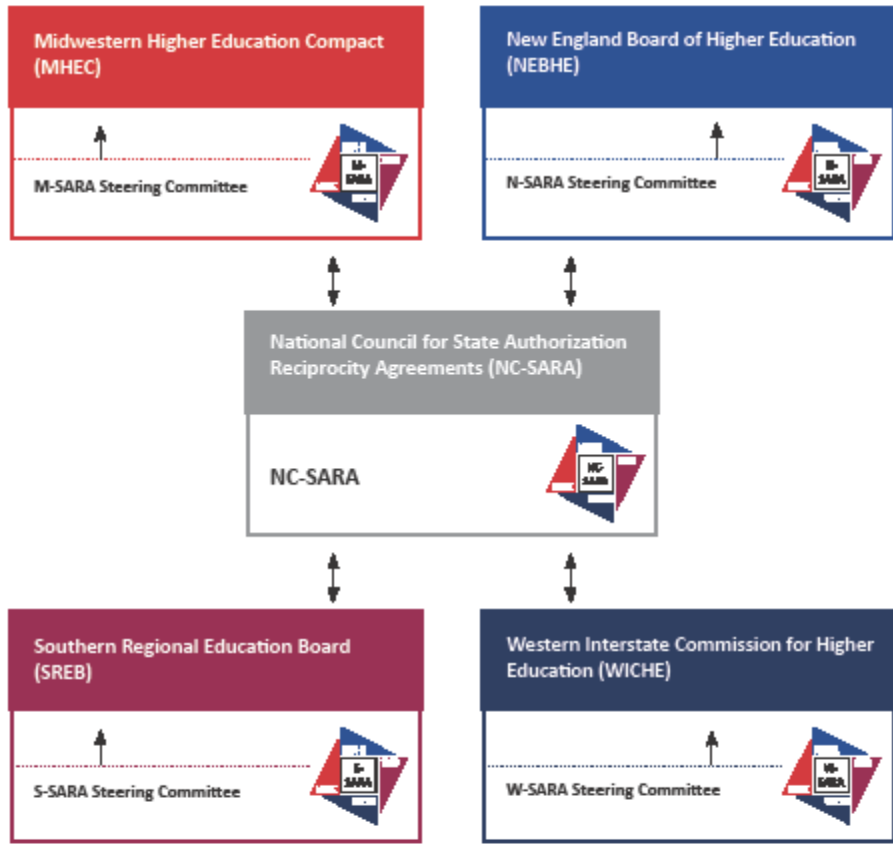
2  
3  
4 **APPENDIX A**

5 **THE EVOLUTION OF SARA**

- 6  
7  
8
- 9 • *In 2009, Lumina Foundation provided funding to the Presidents’ Forum, working with the*  
10 *Council of State Governments (CSG), to develop a Model State Authorization Reciprocity*  
11 *Agreement (SARA) that states could adopt to acknowledge other states’ work and*  
12 *decisions in regard to institutional authorization.*
  
  - 13 • *Building upon the work of the Presidents’ Forum and CSG, the Western Interstate*  
14 *Commission for Higher Education (WICHE) in 2013 advanced “W-SARA” in collaboration*  
15 *with the other regional higher education compacts (Midwest Higher Education Compact,*  
16 *New England Board of Higher Education, Southern Regional Education Board). Those*  
17 *organizations then produced similar documents for their regions.*
  
  - 18 • *Combining all prior efforts and input from all stakeholders, in spring 2013 the*  
19 *Commission on the Regulation of Postsecondary Distance Education, founded by SHEEO*  
20 *(State Higher Education Executive Officers) and APLU (Association of Public and Land-grant*  
21 *Universities), and chaired by former Secretary of Education Richard W. Riley, issued its*  
22 *report: “Advancing Access through Regulatory Reform: Findings, Principles, and*  
23 *Recommendations for the State Authorization Reciprocity Agreement (SARA).”*
  
  - 24 • *In summer 2013, Lumina Foundation provided funding for regional and national*  
25 *implementation. Regional and national staff were hired in late summer/early fall. Later,*  
26 *additional funding was provided by the Bill & Melinda Gates Foundation.*
  
  - 27 • *In December 2013, the National Council for State Authorization Reciprocity Agreements*  
28 *(NC-SARA) held its first meeting.*
- 29  
30  
31

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:*<sup>8</sup>

- 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;

---

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

- 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.

**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;



- 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:*

36

- 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.