

AGREEMENT FOR INSTITUTIONAL PARTICIPATION IN SARA NORTH CAROLINA

This agreement (hereafter “Agreement”) is entered into by the undersigned educational institution (“Institution”). Proper execution of this Agreement is a prerequisite to the Institution’s participation in the State Authorization Reciprocity Agreement (SARA). The Agreement is entered into to facilitate institutional participation in SARA North Carolina.

1. The following definitions apply to the words and terms used in this Agreement:
 - A. “NC-SARA” shall mean the National Council for State Authorization Reciprocity Agreements;
 - B. “SARA North Carolina” or “Portal Entity”, shall mean the State Education Assistance Authority acting as the designated portal agency for the State of North Carolina which shall, in accordance with the NC-SARA Policies and Standards, among other things, be responsible for coordinating SARA activities in North Carolina, managing the State’s responsibilities under SARA, approving institutions located within North Carolina for SARA participation, act as the contact with other states and students from other states, and work with other state agencies as needed for problem-solving and carrying out certain duties as required to effectively and efficiently carry out its duties to participate in SARA;
 - C. “SEAA” means the State Education Assistance Authority, a political subdivision of the State of North Carolina, created and enabled under Part 1 of Article 23 of Chapter 116 of the North Carolina General Statutes;
 - D. “State” shall mean the State of North Carolina;
 - E. “State Authorization Reciprocity Agreements”, or “SARA” shall mean, collectively, the group of four regional, voluntary agreements among member states, districts, and territories, administered by regional compacts, that establish uniform national standards for interstate offerings of postsecondary distance education courses and programs.
2. The Institution agrees and acknowledges that SEAA, as the Portal Entity, is authorized to enter into certain interstate reciprocity agreements necessary to enable postsecondary institutions domiciled in the State to participate in the SARA program administered by NC-SARA which establishes uniform national standards for interstate offerings of postsecondary distance education courses and programs, pursuant to which SEAA shall act as the State’s Portal Entity and as such shall act as the entry point for postsecondary education institutional applications to SARA, to certify compliance with SARA standards and resolve consumer complaints.
3. The Institution agrees to comply with and abide by all relevant policies, rules and regulations issued by the Portal Entity for institutional application and compliance with SARA standards, as well as instructions and requests issued by the Portal Entity concerning the institution’s participation in SARA North Carolina, including administrative forms, administrative memoranda, interpretive guidance or any other procedures prescribed by the Portal Entity.

4. The Institution agrees to comply with the following, all of which are Exhibits to this Agreement and are made a part of and incorporated into this Agreement by reference:

Exhibit A. NC-SARA – State Authorization Reciprocity Agreements Manual (the “NC-SARA Policies”), as the same may be amended from time to time;

Exhibit B. Application and Approval form for Institutional Participation in SARA (the “Institutional Application”), as the same may be amended from time to time;

Exhibit C. NC-SARA Fee Schedule and the SARA North Carolina Fee Schedule (“Fee Schedules”), as may be amended from time to time;

Exhibit D. SARA North Carolina Student Complaint Process, as the same may be amended from time to time; and

Exhibit E. SARA North Carolina’s Bond and Letter of Credit Policy for Certain Non-Public Institutions (the “Bonds and LOC Policy”), as the same may be amended from time to time.

5. The Institution shall perform all duties, responsibilities and actions necessary to enter into and maintain participation by the Institution in the SARA program administered by NC-SARA, in accordance with the NC-SARA Policies, SARA North Carolina policies, the Institutional Application submitted by the Institution, and other applicable provision of this Agreement and Exhibits hereto.
6. The Institution shall submit the completed Institutional Application to SARA North Carolina, and shall remit the NC-SARA and SARA North Carolina fees on an annual basis, in accordance with the Fee Schedules, as set forth in Exhibit C.
7. The Institution shall comply with appropriate NC-SARA Policies and SARA North Carolina policies, and provide such assistance as may be necessary to resolve any student complaints related to the Institution in accordance with the Student Complaint Resolution Procedures set forth in Exhibit D.
8. The Institution agrees that it is responsible for abiding by the Institutions policies relating to the applicable Student Complaint Process(es) and Return of Funds and Refund policies.
9. The Institution shall also comply with the relevant provisions of the Bond and LOC Policy, as set forth in Exhibit E, in order to provide sufficient demonstration of financial stability to justify participation in the SARA North Carolina program.
10. The Institution agrees and acknowledges that SEAA, as the Portal Entity, is authorized to deny SARA membership or to cancel SARA membership for institutions domiciled in the State for an Institution’s failure to meet or comply with NC-SARA Policies, SARA North Carolina policies, the Institutional Application submitted by the Institution, and other applicable provisions of this Agreement and Exhibits hereto.
11. The Institution agrees to provide the Authority access to all records related to its membership in SARA North Carolina or as may be needed to verify information relevant to its membership or participation in SARA North Carolina. Records of all expenses and expenditures shall be kept on the basis of generally accepted accounting principles and shall be available to SARA North Carolina at mutually convenient times after a written request is made.

12. The initial term of this Agreement (“Initial Term”) will begin on the date on which the Institution properly executes the Agreement (“Effective Date”) and will end one year from the Effective Date. Subsequent to the Initial Term, the Agreement shall automatically renew for another 365 day period (each such period, a “Renewal Term”) unless the Institution or SARA North Carolina gives the other written notice of non-renewal no later than thirty (30) days before the end of such Initial Term or Renewal Term.
13. Any party may, at any time, without any reason or cause, terminate this Agreement by giving the other Party written notice no later than thirty (30) days before the intended termination date. Termination of this Agreement will result in the Institution being removed from participating in SARA and will result in the termination of the Institution’s membership to SARA North Carolina.
14. Subsequent to the Initial Term and each succeeding Renewal Term, should the Institution wish to continue to participate in the SARA program, the Institution shall comply with the renewal process in accordance with the NC-SARA Policies and SARA North Carolina policies that are in effect at the time of and during the Renewal Term, and upon notice of an approved renewal application, shall remit the NC-SARA and SARA North Carolina fees, in accordance with the Fee Schedules, in effect at the time of renewal.
15. If any provision of this Agreement or any portion thereof, should be ruled void, invalid, or unenforceable by a court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Agreement will survive and be applied.
16. This Agreement is not assignable.
17. This Agreement shall be construed according to the laws of the State of North Carolina.
18. The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Agreement.

Name of Institution

By: _____ Effective Date: _____

Institution Chief Executive Officer (or Institutional Designee)

Printed Name

Printed Title

EXHIBIT A

NC-SARA – State Authorization Reciprocity Agreements Manual

http://nc-sara.org/files/docs/NC-SARA_Manual.pdf

Exhibit B

Application and Approval form for Institutional Participation in SARA

http://nc-sara.org/files/docs/SARA-Institutional-Application_122116_final.pdf

Exhibit C

NC-SARA Fee Schedule

- \$2,000/year for institutions with fewer than 2,500 FTE students
- \$4,000/year for institutions between 2,500-9,999 FTE students
- \$6,000/year for institutions with 10,000 or more FTE students

SARA North Carolina Fee Schedule

- \$2,000/year for institutions with fewer than 2,500 FTE students
- \$4,000/year for institutions between 2,500-9,999 FTE students
- \$6,000/year for institutions with 10,000 or more FTE students

Exhibit D

SARA North Carolina Student Complaint Process

The North Carolina State Education Assistance Authority (NCSEAA) serves as the SARA portal entity for North Carolina with the responsibilities defined by the National Council for State Authorization Reciprocity Agreements (SARA). Among the responsibilities assigned to the state portal entity is shepherding the resolution of, investigating and resolving as necessary complaints from distance education students who reside outside of the state and who have complaints regarding the institutions that participate in SARA North Carolina.

Students not residing in North Carolina and enrolled in a North Carolina institution that operates under SARA North Carolina may submit complaints to NCSEAA only after completing the complaint process established by the institution attended by the student.

Initial responsibility for the investigation and resolution of student complaints resides with the institution against which the complaint is made. Students must exhaust all opportunities for resolution at the institution before filing a complaint with the NCSEAA. Complaints regarding grades or student conduct violations are governed entirely by institutional policy and are not subject to review by NCSEAA.

Students who have exhausted institutional grievance processes and remain dissatisfied with the outcome may file a written complaint with NCSEAA within two years of the incident that is the issue of the complaint. Anonymous complaints will not be reviewed.

Filing a Complaint against a SARA North Carolina Institution

- 1) Using the student complaint form available at www.saranc.org, describe your complaint and provide supporting documentation, including the outcome of the institutional complaint process. Follow the instructions on the web site to submit your form.
 - a. The NCSEAA will review a complaint that falls within its authority within 30 calendar days upon receipt. Qualifying complaints will be forwarded to the appropriate entity, as described below, for resolution:
 - i. Complaints against any of the 17 UNC constituent institutions will be forwarded to the Office of Academic and Student Affairs at UNC General Administration;
 - ii. Complaints against any of the 58 state community colleges will be forwarded to the North Carolina Community College System;

- iii. Complaints against any of the 36 independent colleges and universities will be forwarded to the North Carolina Independent Colleges and Universities; and
 - iv. Complaints against any other institution will be reviewed by the NCSEAA.
- b. Reviews will be completed within 60 calendar days of the date a complaint is received. Staff representing the entities listed above will conduct initial reviews and submit findings and recommendations for resolution, if any, to the SARA North Carolina Director. The Director may extend the review by an additional 30 calendar days for a total of 90 days if necessary to ensure full understanding of the issues related to the complaint.
 - c. If a complaint cannot be resolved by mutual agreement within the allotted period of time, the SARA North Carolina Director may deem that no action is needed, seek more information, or recommend action against an institution.
 - d. The SARA North Carolina Director may consult with the SARA North Carolina Advisory Council before recommending action against an institution. Action may include direction to the institution to adhere to its institutional refund policy when the institution has not done so voluntarily.
 - e. Any disposition by the SARA North Carolina Director is final with the exception of the decision to take an action against an institution based on a complaint. Should the Director choose to recommend action against an institution, such an action must be approved by the NCSEAA Board of Directors. The recommendation becomes final and binding following the Board's approval. Nothing in this process precludes the State of North Carolina from using the laws of North Carolina to pursue action against an institution that violates those laws.
 - f. The SARA NC Director will communicate the finding to the complainant and the institution involved in the complaint.

**State Authorization Reciprocity Agreement
North Carolina (SARA NC)
Student Complaint Form**

First Name: _____ Middle Initial: _____ Last Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Primary daytime phone number: _____ Alternate daytime phone number: _____

Email address: _____

Preferred method of contact: Phone _____ Email _____

I am submitting a complaint against _____ located in North Carolina.

Institution Location – City: _____

Did you use a different name at the time of enrollment?
If yes, please provide.

Name of program of study: _____

Program start date: _____ Program end date: _____

Current enrollment status:
Currently attending above institution: Yes No Last date of attendance: _____

Graduated: _____ Withdrew/terminated: _____ Other: _____

Complaint information

Student must follow the institutional complaint process provided by the college or university before submitting a complaint to the State Portal Agency (NCSEAA). Did you submit a complaint to the institution according to their complaint policy? YES NO

Please submit documentation that you have exhausted your appeals with the institution. You should include documentation that you submitted to the institution regarding your complaint and any letters from the institution documenting its final decision regarding your complaint. Documentation should be submitted by U.S. Mail to: SARA North Carolina Director, NCSEAA, PO Box 14103, Research Triangle Park, NC 27709 or email to complaint@saranc.org.

Please keep a copy of your submission to NCSEAA for your records.

Please describe your complaint in detail, including the nature of the incident, dates and names of individuals involved and institutional employees with whom you have discussed your complaint. You may submit on a separate document.

How would you like to see your complaint resolved? For example, do you want a refund of tuition or to repeat a class?

I certify that the information provided on this form is true and correct to the best of my knowledge and belief. By submitting this form, I understand that I am granting permission to the NCSEAA as the State Portal Entity and members of the SARA North Carolina Advisory Council to contact institution officials to discuss my complaint and a possible resolution.

Signature: _____

Date: _____

Exhibit E

SARA North Carolina's Bond and Letter of Credit Policy for Certain Non-Public Institutions

1. Any private institution with a federal financial responsibility composite score below a 1.5 must obtain a tuition guaranty bond or irrevocable letter of credit.
2. The bond shall be executed by the institution as Principal and a bonding company authorized to do business in the State of North Carolina as the Surety, with the Obligee listed as the North Carolina State Education Assistance Authority.
3. The bond amount for an institution shall be at least equal to the maximum amount of prepaid tuition held, for all distance education students and all students required by their degree program to conduct a field placement experience where the student elects to conduct the field placement experience outside of the State of North Carolina, at any time during the last fiscal year by the institution. The bond amount shall also be at least ten thousand dollars (\$10,000). Each application to SARA North Carolina shall include a letter signed by an authorized representative of the institution showing in detail the calculations made and the method of computing the amount of the bond.
4. The irrevocable letter of credit must be acceptable to and made payable to the North Carolina State Education Assistance Authority, and shall be at least equal to the maximum amount of prepaid tuition held, for all distance education students and all students required by their degree program to conduct a field placement experience where the student elects to conduct the field placement experience outside of the State of North Carolina, at any time during the last fiscal year by the institution. The letter of credit must be from a bank authorized to do business in the State of North Carolina.