

**AGREEMENT FOR INSTITUTIONAL PARTICIPATION
IN THE NC-SARA POSTSECONDARY
DISTANCE EDUCATION PROGRAM**

This agreement (hereinafter the “Agreement”) is made this ____ day of _____, 20__ (the “Effective Date”) by and between the Nonpublic Postsecondary Education Commission (“GNPEC”), and _____ (the “Institution”) (each a “Party” and collectively the “Parties”).

I. WHEREAS, GNPEC is a unit of the executive branch of the government of the State of Georgia (the “State”), established by the Nonpublic Postsecondary Educational Institutions Act of 1990, Official Code of Georgia Annotated Title 20, Chapter 3, Article 7, Part 1A, as it may be amended (the “Act”), to assist in establishing and maintaining minimum standards for postsecondary education in the State;

II. WHEREAS FURTHER, the Institution is a [Georgia nonprofit corporation and is a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code] OR [Georgia for profit corporation];

III. WHEREAS FURTHER, the Institution is a postsecondary educational institution (as defined by the Act) that:

- A.** is exempt from the certificate of authorization requirements of the Act pursuant to O.C.G.A. § 20-3-250.3(a)(7), O.C.G.A. § 20-3-250.3(a)(10) or O.C.G.A. § 20-3-250.3(a)(11); or O.C.G.A. § 20-3-250.3(a)(13);
- B.** is exempt from the certificate of authorization requirements of the Act pursuant to O.C.G.A. § 20-3-250.3(a)(14);
- C.** is currently authorized to operate pursuant to the issuance, in accordance with the Act, of a current certificate of valid authorization by GNPEC;

IV. WHEREAS FURTHER, the following Attachments to this Agreement are made a part of and incorporated into this Agreement by reference:

Attachment A. NC-SARA - State Authorization Reciprocity Agreements Policies and Standards (the “SARA General Policies”), as the same may be amended from time to time;

Attachment B. SREB – State Authorization Reciprocity Agreement (the “SREB – SARA Agreement”), as the same may be amended from time to time;

Attachment C. SREB – Application and Evaluation Form for State Membership in SARA (the “State SREB Application”), as the

same may be amended from time to time;

- Attachment D.** SREB – Application and Approval form for Institutional Participation in SARA (the “Institutional Application”), as the same may be amended from time to time;
- Attachment E.** Fees to Participate as a NC-SARA Institution (“SARA Fees”), as the same may be amended from time to time;
- Attachment F.** NC-SARA Student Complaint Resolution Procedures (the “Student Complaint Resolution Procedures”), as the same may be amended from time to time;
- Attachment G.** Policy for Addressing Catastrophic Events (the “Catastrophic Events Policy”), as the same may be amended from time to time;
- Attachment H.** Use of Surety Bonds and Bank Letters of Credit by Non-Public Institutions (the “Bonds and LOC Policy”), as the same may be amended from time to time;

V. WHEREAS FURTHER, certain words and terms used in this Agreement are defined herein. When used herein, such words and terms shall have the meanings given to them by the language employed in this Article V defining such words and terms, unless the context clearly indicates otherwise. Any capitalized terms used herein but not defined herein shall have the meanings given to such terms in the Attachments to this Agreement. In addition to the words and terms defined elsewhere herein, the following words and terms are defined terms under this Agreement:

- A.** “NC-SARA” shall mean the National Council for State Authorization Reciprocity Agreements;
- B.** “GA-SARA”, or sometimes “Portal Agency”, shall mean GNPEC acting as the designated portal agency which shall, in accordance with the SARA General Policies, be responsible for managing the State’s responsibilities under SARA, act as a 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 in accordance with the requirements of SARA;
- C.** “SREB” shall mean the Southern Regional Education Board;
- D.** “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;

VI. WHEREAS FURTHER, GNPEC is authorized to enter into certain interstate reciprocity agreements necessary to enable the postsecondary education 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 GNPEC shall act as the State's Portal Agency and as such shall act as the entry point for postsecondary education institutional applications to SARA, to certify compliance with quality standards and to receive and resolve consumer complaints;

VII. WHEREAS FURTHER, the Institution wishes to participate in the SARA program administered by NC-SARA in accordance with the terms and conditions of this Agreement and the Attachments hereto;

VIII. WHEREAS FURTHER, the Parties recognize that the duties, functions, and responsibilities of the Parties as described herein will be guided by the priorities of effective implementation of a nationwide system of accreditation of long distance learning, providing sufficient evidence of institutional quality in order to decrease confusion among institutions, clarification of oversight responsibilities for states, ensuring that students participate in duly vetted academic programs, and to eliminating redundant requirements when well-established structures and requirements that ensure institutional quality already exist,

NOW THEREFORE, in furtherance of this mutual goal, the public benefit and the public purposes furthered by the SARA program administered by NC-SARA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. DUTIES OF GA-SARA

A. GA-SARA shall perform all duties, responsibilities and actions necessary to enter into and maintain participation by the State in the SARA program administered by NC-SARA, including, but not limited, acting as the Portal Agency responsible for contact with NC-SARA, SREB, other states, institutions, and students, in accordance with the SARA General Policies (Attachment A), the SREB – SARA Agreement (Attachment B), the State SREB Application (Attachment C), the Institutional Application submitted by the Institution (in the form attached hereto as Attachment D), and the other applicable provisions of this Agreement and the Attachments hereto.

B. GA-SARA shall remit all Annual NC-SARA Fees collected by GA-SARA from the Institution to NC-SARA, as described in the schedule of SARA Fees (Attachment E).

C. GA-SARA shall fairly and expeditiously review, investigate, and resolve any student complaints submitted to GA-SARA in accordance with the NC-SARA Student Complaint Resolution Procedures (Attachment F).

SECTION 2. DUTIES OF THE INSTITUTION

A. 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 SARA Policies, the SREB – SARA Agreement, the Institutional Application submitted by the Institution, and the other applicable provisions of this Agreement and the Attachments hereto.

B. The Institution shall submit the Institutional Application for the Institution to GA-SARA, and shall remit the Annual NC-SARA Fee and the Annual Georgia Portal Agency Fee for such Institutional Application to GA-SARA, in accordance with the schedule of SARA Fees (Attachment E).

C. The Institution shall comply with appropriate SARA 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 (Attachment F).

D. The Institution shall comply with the provisions of the Catastrophic Events Policy (Attachment G).

E. In order to provide sufficient demonstration of financial stability to justify participation in the SARA program administered by NC-SARA, the Institution shall comply with the relevant provisions of the Bonds and LOC Policy (Attachment H).

SECTION 3. ANNUAL RENEWAL PROCESS

A. Subsequent to the “Initial Term” (as defined in Section 4.A. below) and each succeeding “Renewal Term” (as defined in Section 4.A below), should the Institution wish to continue to participate in the SARA program administered by NC-SARA, the Institution shall comply with the renewal process in accordance with the SARA Policies then in effect, and upon notice of an approved renewal application, shall remit the Annual NC-SARA Fee and the Annual Georgia Portal Agency Fee for such Renewal Term to GA-SARA, in accordance with the terms and conditions of the SARA Fees and the SARA Policies then in effect.

SECTION 4. GENERAL TERMS AND CONDITIONS

A. Term: The initial term of this Agreement (the “Initial Term”) will begin on the Effective Date and will end at 5:00 o’clock p.m., prevailing legal time in Atlanta, Georgia 365 days from the Effective Date. Subsequent to the Initial Term, this Agreement shall automatically renew for each succeeding 365-day period (each such period, a “Renewal Term”) unless either Party gives the other Party written notice of non-renewal no later than thirty (30) days before the end of such Initial Term or Renewal Term.

B. Termination: 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.

C. Access to Records: The Parties shall have access to any books, documents, papers and records of the other Parties as they pertain to the duties of the Parties regarding the participation by the Institution in the SARA program administered by NC-SARA as contemplated by this

Agreement. Records of all expenses and expenditures shall be kept on the basis of generally accepted accounting principles and shall be available to the Parties at mutually convenient times after a written request is made.

D. Notices: Except as otherwise required by law, all notices, requests, demands and other communications provided for or necessary regarding the participation by the Institution in the SARA program administered by NC-SARA shall be in writing and either mailed or transmitted electronically to:

If to GA-SARA:

Name: Mr. Kirk Shook
Position: Executive Director
Telephone: 770-414-3300
Email: kshook@gnpec.ga.gov
Address: 2082 East Exchange Place, Suite 220, Tucker, GA 30084

If to the Institution:

Name:
Position:
Telephone:
Email:
Address:

In the event that any of the above-identified individuals are no longer serving at their identified positions, any notices, requests, demands and other communications shall be sent to the current individual serving in that position. In the event that any of the above-identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the Party, as identified by the Party.

E. Execution in Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

F. Georgia Agreement. This Agreement will be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia.

G. Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer upon any other party other than the Parties hereto and their respective successors and assigns, any right or interest whatsoever. No party other than the Parties hereto is entitled to rely in any way upon the representations, obligations, indemnities or limitations of liability whatsoever in this Agreement.

H. Severability. If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Agreement will survive and be applied, and any invalid or unenforceable portion will be construed or reformed to

preserve as much of the original words, terms, purpose and intent as will be permitted by law.

I. Assignment Prohibited. Except as specifically provided by this Agreement, neither Party may transfer or assign this Agreement or any right or privilege of such Party hereto, without the prior written consent of the other Party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, GNPEC and the Institution, by their respective officers authorized so to do, have executed this Agreement as of the Effective Date.

NONPUBLIC POSTSECONDARY EDUCATION COMMISSION

By: _____ Date _____

Name: Mr. Kirk Shook

Title: Executive Director

Nonpublic Postsecondary Education Commission

[INSTITUTION]

By: _____ Date _____

Name:

Title:

Institution:

ATTACHMENT A

**NC-SARA - State Authorization Reciprocity Agreements
Policies and Standards**

<http://nc-sara.org/files/docs/FINAL%20SARA%20General%20Policies%20released.pdf>

ATTACHMENT B

SREB – State Authorization Reciprocity Agreement

https://www.nc-sara.org/files/docs/UNIFIED_SARA_AGREEMENT_2015-FINAL_Approved_120115.pdf

ATTACHMENT C

**SREB – Application and Evaluation Form
for State Membership in SARA**

[http://nc-sara.org/files/docs/SARA-State-Application-Form\(1\).pdf](http://nc-sara.org/files/docs/SARA-State-Application-Form(1).pdf)

ATTACHMENT D

**SREB – Application and Approval form for
Institutional Participation in SARA**

https://www.nc-sara.org/files/docs/InstitutionalApplication_053119.pdf

ATTACHMENT E

Fees to Participate as a NC-SARA Institution

Any institution that participates in the SARA program administered by NC-SARA shall remit both of the following annual fees to GA-SARA:

1. Annual NC-SARA Fee: In accordance with the SARA General Policies, each institution shall be assessed an annual fee based on the institution’s total full-time equivalent (FTE) enrollment as shown in the Integrated Postsecondary Education Data System (IPEDS) in accordance with the following schedule of fees, which schedule may be revised by NC-SARA as needed from time to time:

| Enrolled FTE..... | Annual Fee |
|--------------------------|-------------------|
| Under 2,500..... | \$2,000.00 |
| 2,500-9,999..... | \$4,500.00 |
| 10,000 or more..... | \$6,000.00 |

The Annual NC-SARA Fee shall be remitted by the institution to GA-SARA. GA-SARA shall remit the Annual NC-SARA Fees collected by GA-SARA to NC-SARA in accordance with the SARA General Policies, the SREB – SARA Agreement, and the State SREB Application. The Annual NC-SARA Fee shall be payable on an annual basis.

2. Annual Georgia Portal Agency Fee: Each institution shall be assessed an annual fee based on the institution’s total FTE as shown in the IPEDS in accordance with the following schedule of fees, which schedule may be revised by GA-SARA as needed from time to time, for the purpose of defraying the expenses incurred by GA-SARA in performing its duties as the Portal Agency to administer SARA within the State:

| Enrolled FTE..... | Annual Fee |
|--------------------------|-------------------|
| Under 2,500..... | \$1,250.00 |
| 2,500-9,999..... | \$2,000.00 |
| 10,000 or more..... | \$2,750.00 |

The Annual Georgia Portal Agency Fee shall be remitted by the institution to GA-SARA, in accordance with the SARA General Policies, the SREB – SARA Agreement, and the Institutional Application. The Annual Georgia Portal Agency Fee shall be payable on an annual basis.

3. Annual NC-SARA Fees and Annual Georgia Portal Agency Fees incurred by institutions which are members of the University System of Georgia (USG) or the Technical College System of Georgia (TCSG) will be paid by those respective agencies on behalf of such institutions.

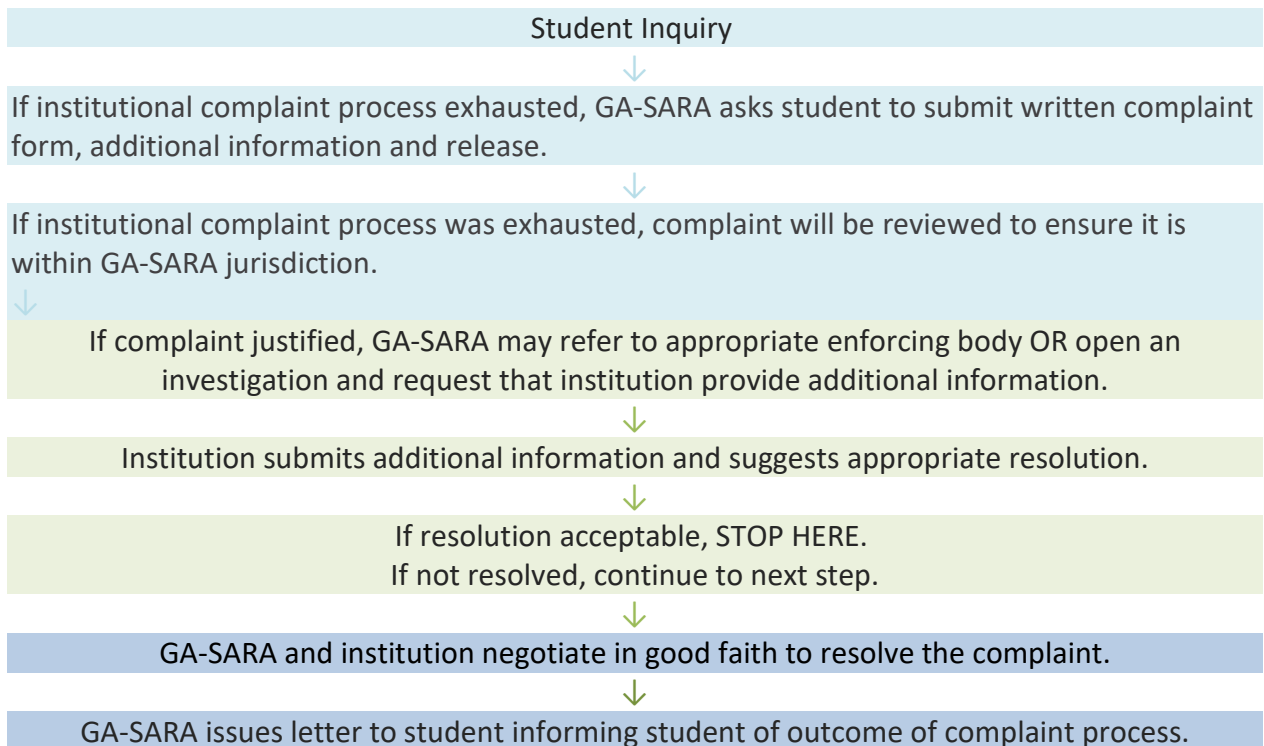
ATTACHMENT F

NC-SARA STUDENT COMPLAINT RESOLUTION PROCEDURES

Current complaint policies and procedures for the University System of Georgia and the Technical College System of Georgia apply as well as the GNPEC complaint procedures for GNPEC authorized schools and for non-public schools exempted from GNPEC authorization.

If a student is enrolled in a postsecondary distance education course or program from an institution domiciled in Georgia that is approved to participate in the SARA program administered by NC-SARA, and has exhausted all available grievance procedures established by the institution, the following complaint process can be used to submit a student complaint.

Student Complaint Flow Chart - Outline



Student Complaint Process

If a student is enrolled in a postsecondary distance education course or program from an institution domiciled in Georgia that is approved to participate in the SARA program administered by NC-SARA, and has exhausted all available grievance procedures established by the institution, the following complaint process can be used to submit a student complaint.

The complainant must follow the formal complaint or grievance process of the institution. It is important to keep records and documentation that provide evidence of the problem and the complainant's efforts to solve it through the institution's internal process. If, after exhausting internal grievance procedures, the institution of higher education has not responded to the complainant's satisfaction or a satisfactory remedy has not been found, the complainant may contact GA-SARA for further investigation into the issue. In order for GA-SARA to initiate an investigation, the following must be true:

The student must have exhausted all available grievance procedures established by the institution of higher education.

The student must complete the "Student Complaint Form" (below) and submit the form to GA-SARA.

The student's complaint must contain a detailed description of the claim, including dates, times and full names of all involved, as well as the actions taken by both the student and the institution to attempt to resolve the matter.

The Student Complaint Form must be electronically signed, attesting to the truth and accuracy of the complaint.

The student recognizes that GA-SARA will not investigate anonymous complaints. By signing and submitting the Student Complaint Form, the student acknowledges that GA-SARA may share the information provided with the school, other relevant organizations, and individuals, in order to help resolve the matter in dispute.

GA-SARA does not guarantee a student-acceptable remedy or resolution resulting from this submission or its investigation into the allegation.

Upon receipt of the completed and signed Student Complaint Form, GA-SARA will open an investigation if the matter being disputed falls within its jurisdiction. As appropriate, GA-SARA will conduct the investigation or refer the issue to another agency that is authorized to address the issue. All complaints will be handled as expeditiously as possible.

The student may be contacted during the investigation to submit additional documented evidence of the allegations against the institution, which may include copies of enrollment agreements, contracts, syllabi, receipts, financial aid notices, promissory notes, or relevant correspondences from the institution related to the complaint. Students should not submit original documents, as they may not be returned.

All parties will be notified in writing of the outcome of the investigation. If the complaint is outside of GA-SARA's jurisdiction, it may be directed to the institution's governing

board, accrediting body, or to another agency that is authorized to address the concerns, if appropriate.

Students are reminded that they always have the right to seek advice from a private attorney. Students should be aware that submission of a complaint will be recorded and may be used for statistical reporting or other purposes.

To file a formal complaint regarding an institution domiciled in Georgia that is approved to participate in the SARA program administered by NC-SARA providing postsecondary distance education courses or programs, [fill out the "Student Complaint Form"](#) in its entirety and submit it electronically to GA-SARA.

STUDENT COMPLAINT FORM

(Online Format)

Note: this complaint form is applicable to students who attend either a public or private (not-for-profit or for-profit) with its principal campus or central administrative unit domiciled in Georgia.

Complainant acknowledges he/she has read and understood the applicable complaint procedure.

COMPLAINANT CONTACT INFORMATION:

*Indicates Required Field

*Last Name

*First Name

*Middle Name

*Street Address

*City

*State

*Zip

*Phone (day) (evening) (mobile)

*Email

*Institution involved in Complaint

*Address (Street, City, State, Zip)

*Phone

*Date of Last Attendance: or of incident:

EXPLAIN OUTCOME

Please explain the desired outcome you expect regarding your complaint:

*Desired Outcome

COMPLAINT INFORMATION

Have you followed the institutions appeals/or complaint process to resolve your complaint(s)?

*Appeals/Complaint Process: (yes) (no)

Note: the student must have exhausted the institution's complaint and/or appeal process before GA-SARA will attempt to help the student establish any possible resolution with the institution.

Explain the circumstances that led to your complaint. Be as specific as you can about your concerns and include all the information relevant to your complaint.

Complaint Circumstances:

Describe your efforts to resolve this complaint with the institution. Be as specific as you can, including dates, institutional staff with whom you spoke to regarding your complaint, and the school's response. Please include all information relevant to the complaint. (Upload documentation)

RESOLUTION EFFORTS:

Have you filed this complaint with any other organization?

***Filed Complaint:** **(yes) (no)**

If complaint was filed, please identify the organization(s) and the outcome.

EXPLAIN OUTCOME;

VERIFICATION OF COMPLAINT AND CONSENT

GA-SARA will use the information you provide as part of its efforts to resolve your complaint. By submitting this complaint, you give consent to the GA-SARA to contact the institution(s) on your behalf to gather information that may be needed to review your complaint. Your consent includes referring complaints to another organization with jurisdiction and authority over the issue.

By submitting this form, I agree that the information given in this complaint is true and accurate to the best of my knowledge, and I agree that I will provide any additional requested information or respond to questions from GA-SARA related to the review of my complaint. I understand that if I fail to provide requested information or respond to questions, GA-SARA may dismiss my complaint.

*** Submission Agreement:**

I Agree & Submit Form

I Don't Agree & Start Over

ATTACHMENT G

Policy for Addressing Catastrophic Events

All institutions applying to participate in the SARA program administered by NC-SARA shall affirm that they will follow the best practices of the Southern Association of Colleges and Schools Commission on Colleges or the best practices of their national accrediting agency for addressing catastrophic events.

In addition, policies currently in place within the University System of Georgia and the Technical College System of Georgia shall apply to those institutions within the respective agencies which participate in the SARA program administered by NC-SARA.

University System of Georgia

Emergency Action/Response Plan:
Board Policy 9.12.5 Emergency Planning & Preparedness

This policy pertains to business continuity, continuity of operations, special requirements for institutions in coastal areas, and related requirements for information technology services and the availability of pre-qualified disaster recovery service vendors.

Technical College System of Georgia

Emergency Operations Plan Requirements:
https://tcsge.edu/tcsgpolicy/docs/II.D.1.Procedure_TCSG_Emergency_Operations_Plan.htm

Business Continuity Plan Requirements:
https://tcsge.edu/tcsgpolicy/docs/II.D.2.Procedure_TCSG_Business_Continuity_Plan.htm

ATTACHMENT H

Use of Surety Bonds and Bank Letters of Credit by Non-Public Institutions

An institution applying to participate in the SARA program administered by NC-SARA must be financially stable.

A non-public institution must have a financial responsibility index score from the U. S. Department of Education that is 1.5 or above to be considered financially stable.

In the event that a non-public institution exempt from Georgia Nonpublic Postsecondary Education authorization requirements in the State pursuant to O.C.G.A. § 20-3-250.3(a)(7), O.C.G.A. § 20-3-250.3(a)(10), or O.C.G.A. § 20-3-250.3(a)(11) and required only to submit a yearly financial audit has an index score from 1.0 through 1.49, such institution may present a Surety Bond or a bank standby Letter of Credit secured from a federally insured financial institution in the minimum amount of \$20,000. The purpose of such instrument shall be to provide cumulative unearned prepaid tuition for out-of-state students at any one time. Securing and maintaining such Bond or Letter of Credit shall be considered to be a demonstration, to GA-SARA, of financial stability contributing toward justifying participation in SARA.

A non-public institution exempt from the Georgia Nonpublic Postsecondary Education authorization requirements in the State pursuant to O.C.G.A. § 20-3-250.3(a)(14) having an index score from 1.0 through 1.49 must justify such score, but need not maintain such Surety Bond or bank standby Letter of Credit since such institution is already required to maintain a \$200,000 Surety Bond.

A non-public institution currently authorized to operate pursuant to the issuance of a current Georgia Nonpublic Postsecondary Education certificate of authorization having an index score of 1.0 through 1.49 must justify such score, but need not maintain such Surety Bond or a bank standby Letter of Credit since such institution has already been the subject of Georgia Nonpublic Postsecondary Education Surety Bonding and Tuition Guarantee Trust Fund (“TGTF”) requirements. Students enrolled through such institutions are protected against financial loss through the TGTF pursuant to O.C.G.A. § 20-3-250.27.