

# **RENEWAL**

## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN**

**ALABAMA COMMISSION ON HIGHER EDUCATION (ACHE)**

### **AS**

**ALABAMA STATE PORTAL AGENT (ASPA)**

### **AND**

( \_\_\_\_\_ )

### **NAME OF INSTITUTION**

This Memorandum of Understanding (MOU) is entered into by the aforementioned parties to facilitate in the participation in the National Council State Authorization Reciprocity Agreement (NC-SARA) movement. Participation in said agreement (MOU) establishes recognition of comparable standards in the interstate delivery of postsecondary distance education courses and programs.

**Purpose of MOU:** provided in compliance with Act No. 2015-122 (signed by Governor Bentley on 5 May 2015) creating the Alabama State Reciprocity Committee (SRC) and provide for offering and receiving distance education (delivery) within any reciprocity exchange as determined and agreed by the Governor or the Alabama Commission on Higher Education (ACHE) to ensure the following:

1. Identity of the institutions and ACHE (the Parties) and their roles and responsibilities;
2. Provide a process for review and to act upon complaints concerning the institution(s) and enforcement within the limits of agreement and/or applicable state law(s); and
3. Support consistent consumer protection in interstate educational distance delivery of postsecondary education.

**Responsibilities of the ACHE serving as the state designated "Portal" (ASPA):**

1. Establish a website contact point to allow institutions to download membership materials and general information, and students enrolled in distance education to file complaints related to a) postsecondary licensure, b) consumer protection, and c) educational services (quality) provided by member institutions.
2. a) Postsecondary licensure is defined for the purposes of operating as a member of NC-SARA and under the guidelines requiring accreditation recognition, authorization and recognition by the state (portal), and having met all requirements of membership.  
  
b) Consumer protection complaints are identified as the protection of the consumer against false advertising, sale, or distribution of merchandise or services through a deceptive means. Complaints of any deceptive practice will be forwarded to the Alabama Attorney General's office

for disposition. In addition to the portal's review of all written complaints, the materials will be forwarded to the Attorney General's Constituent Services office.

3. Educational Services (Quality) as defined under this agreement pertains to an institution's courses and programs provided at an appropriate level to a certificate or degree.
  - a) The faculty and staff meet appropriate training and degree levels to offer said courses and programs including all student services.
  - b) In all, C-RAC Standards are to be applied.
  - c) Licensure and certification in Alabama are subject to all applicable law and Code. Any Institutions offering programs in nursing and/or teacher education that require licensure and/or state certification to practice in Alabama must meet all state requirements with a formal notification to students. Any other programs offered that include professional licensure or certification must meet state law or Code to practice in said state (enrollee's state of residence). Notification of the requirements must be provided the student.
4. Complaints Process:
  - a) A written complaint by the student must be filed with the portal (ASPA) on any alleged violation of postsecondary licensure, consumer protection, or educational services (quality) that falls within the parameters of the enrollment agreement. The complaint form is available on the ACHE (ASAP) website.
  - b) In all complaints, the affected parties will be notified as to the nature of the complaint, process to be followed, the possibility of an onsite review, and release of the findings.
  - c) A formal complaint file will be maintained by the portal agency creating a record of all pertinent information related to the complaint, the review, and the outcome (findings) for the permanent record. A final determination notice will be provided to all involved parties and as applicable to NC-SARA for any action that may be required.
  - d) Any complaint against the portal should be filed directly with the SARA Regional Compact.
5. In regard to all records/materials handled by the portal, a permanent paper file will be held along with an electronic file (under state protection and preservation guidelines) to protect said records from any catastrophic event, which includes archives, off-site server protection, and state electronic protection.
6. Surety Bonds (*Initial Application Only: Unless changes or circumstances warrant submission of updated documentation, otherwise institutions are not required to submit additional materials.*)

A surety bond is required to provide protection for the enrolled student in case of financial loss due to closure or catastrophic loss of the institution. This bond is to protect only out-of-state students enrolled under the NC-SARA program. The signature or stamp/seal of the bond company must be included on the surety bond form and submitted with the complete MOU to the portal.

The signature must be an officer/director authorized under the bond company's authority to operate and to enter into said agreements. A private non-profit or for-profit may become eligible to participate in the NC-SARA/ASPA, if the institution has been authorized under Title IV and has a financial liability composite score of 1.5 as reflected in the annual audit. All applications are considered on a case-by-case basis.

If required as part of the membership application process, evidence/certification of a surety bond that is in force to protect all eligible third party participants under the NC-SARA/ASPA membership agreements. The surety bond is apart and above the institution's requirement to have a formal plan to deal with any catastrophic and/or closures during the term of the agreements under §602.24(c) of federal requirements. The surety bond requirement will be enforced to ensure that a non-public institution participating in NC-SARA is financially stable. Each identified institution will be reviewed annually to determine its continuing eligibility to participate in NC-SARA. Institutions with three consecutive years below 1.5 and/or below 1.0 are not eligible to participate in NC-SARA.

Alabama requires a surety bond to operate within the state that is associated with licensure through the Alabama Community College System. Proof of the surety bond is sufficient to meet eligibility under NC-SARA/AL-SARA providing all other requirements have been met. Surety bonds set by the Alabama Community College System are \$50,000 for degree granting institutions. Non-degree institutions do not qualify for SARA.

7. Professional licensure and/or certification by the State of Alabama are subject to all applicable law and Code.
8. Renewal Memorandum of Understanding

For the purpose renewing membership in the NC-SARA, a Renewal State of Alabama Memorandum of Understanding must be completed and submitted with the appropriate documents. If there have been any changes in the supporting documentation provided during the initial approval phase (i.e. accreditation documentation, surety bonding, staffing changes, etc.), updated documents also should be provided.

9. Renewal Fees

Two (2) payments of annual renewal fees are required for continued participation in NC-SARA. One fee is paid to the state portal agent (ACHE-ASPA), while the other fee is paid directly to NC-SARA. Fees are to be submitted with the renewal application packet along with all appropriate and/or updated documentation.

NC-SARA and State Annual Fees are based upon Institutional Full Time Enrollment (FTE) which is determined by established IPEDS records.

1. Alabama State Portal Agent Administrative Fee (ASPA): Portal Fees are paid to the Alabama Commission on Higher Education by submission of an institutional or corporate check (warrants).

Make the check out to: **State of Alabama (ACHE-ASPA)**

Warrants (checks) should be mailed to the following address:

**Alabama Commission on Higher Education  
100 North Union Street  
Montgomery, Alabama 36104-3758**

ASPA Fee Structure:

Institutional Enrollment (FTE).....	Annual Fee*
Under 2,500.....	\$2,000
2,500-9,999.....	\$4,000
10,000 or more.....	\$6,000

2. NC-SARA Fees: Payment of fees are made directly to NC-SARA. Upon state level approval (ASPA), the NC-SARA System will email the Primary Institution Contact with their institution-specific registration and payment URL (FYI – the same URL will be used for NC-SARA renewal payments).

NC-SARA Fee Structure:

Institutional Enrollment (FTE).....	Annual Fee**
Under 2,500.....	\$2,000
2,500-9,999.....	\$4,000
10,000 or more.....	\$6,000

\* ASPA fees may be revised as needed in accordance with NC-SARA compliance.

\*\* NC-SARA may revise fees as needed.

**ACHE-ASPA -SARA Contact Information:**

Mr. Ron Leonard, Coordinator  
Alabama State Portal Agent  
Alabama Commission on Higher Education  
100 North Union Street  
Montgomery, Alabama 36104-3758  
Telephone: 334-353-9153  
Email: [al.sara@ache.alabama.gov](mailto:al.sara@ache.alabama.gov)

**INSTITUTIONAL RESPONSIBILITIES:**

With this application and aligned with NC-SARA, the limits of this agreement apply solely to distance education activity conducted across state lines. It does not apply to inside the state or on-grounds distance education activities. Membership in NC-SARA or distance education activities promoted or handled by ASPA (Portal) have no effect on state professional licensing requirements. A formal notification by the institution to the student indicating that the NC-SARA programs/courses meet or do not meet the student’s state professional certification/licensure requirements as part of the enrollment process is required. Failure to do so by the institution will invalidate NC-SARA eligibility of any course or program offered without said notice.

It is highly recommended that all institutions applying for NC-SARA participation review the SARA Policies and Standards, January 7, 2015, prior to application.

I (the) undersigned representing \_\_\_\_\_(institution) are hereby authorized to enter into this Memorandum of Understanding and Agreement to participate in NC-SARA through collaboration with the Alabama Commission on Higher Education, the Portal for purposes of providing distance education activities to non-Alabama residents. In meeting the requirements of NC-SARA and having submitted all fees and application materials request formal membership.

\_\_\_\_\_  
Authorizing Institutional Official Signature

\_\_\_\_\_  
Date of Application

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Institution Name and Location

\_\_\_\_\_  
Enrollment (FTE)

\_\_\_\_\_  
Accrediting Agency Name

\_\_\_\_\_  
Last Accreditation Date

\_\_\_\_\_  
Name of Contact Person, if not authorizing official

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email

ACHE/Portal (ASPA)

\_\_\_\_\_  
Coordinator, Alabama State Portal Agent

\_\_\_\_\_  
Date

A copy of the completed MOU will be returned to the institution for its records.