**ISP 392A**

**Contracts for Education-Related Services**

**NWCCU POLICIES**

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The Northwest Commission on Colleges and Universities’ (NWCCU) Standards for Accreditation,

Eligibility Requirements, and Policies apply to all contracts for education-related services between

institutions accredited by the NWCCU (member institutions) and other organizations. An institution

accredited by the NWCCU is responsible for all activities carried out under its name. A member

institution must obtain prior NWCCU approval pursuant to the policy on Substantive Change, if it intends

to make institutional changes, or if the contract is with an organization not accredited by an agency

recognized by the United States Department of Education (USDE). No member institution may lend the

prestige or authority of its accreditation to a course or program offered under a contract for education-

related services unless the member institution demonstrates:

1. The primary purpose of offering a course or program under such a contract is educational;

2. Courses or programs offered under the contract must be consistent with the member

institution’s educational purpose, mission, and objectives as stated during its last NWCCU

accreditation evaluation;

3. Courses offered and the number and level of credit must be determined by the member

institution in accordance with established institutional procedures under the NWCCU process for

review;

4. A contract between a member institution and a non-NWCCU accredited organization must

provide information that clearly states the agreement does not imply or extend accredited

status to the latter;

5. The member institution is responsible for all curricular activities conducted in its name;

6. The member institution is responsible for accuracy of promotional materials;

7. Although the member institution’s faculty may not be involved in the delivery of the course(s),

staff of the member institution must retain responsibility for curriculum planning, oversight and

general guidance, and assurance that course work is consistent with its curricula and

educational mission;

8. The member institution is responsible for admissions criteria, establishment of faculty

qualifications, approval of faculty, content of courses/programs, instructional support resources,

and assessment of institutional and student learning outcomes; and

9. That courses meet the standards of the member institution’s programs disclosed in the

institution’s publications, and that the member institution reviews and approves work

performed by the other party to the contract.

**Member Institution Contract with an Institution Accredited by a USDE-Recognized Agency**

If a member institution enters into a contract with another institution accredited by a USDE-recognized

agency, the contract must identify the:

1. Nature of the services performed by each party;

2. Term of the agreement;

3. Protection for students if contract is terminated or amended;

4. Remedies for breach regarding non-performance;

5. Institution(s) that award(s) credit and degree(s);

6. Educational courses, program(s), and services included;

7. Student learning outcomes assessment process and how faculties will review the

courses and programs;

8. How student support services for the courses and program(s) will be assured;

9. How student access to learning resources will be assured;

10. Compensation for services provided by each of the parties;

11. Mechanism to account for the services provided by each of the parties; and

12. How it meets all requirements for federal and state student aid programs that may be

used by students or the contracting entities.

The contract must be submitted to federal and state agencies when required by regulations. It must also

be submitted to NWCCU as part of a request for approval of substantive change and be available, upon

request, to the Commission and its accreditation evaluation teams.

**Member Institution Contract with an Organization not Accredited by a USDE-Recognized Agency**

If a member institution enters into a contract with an organization not accredited by a USDE-recognized

agency, in addition to the principles set forth above, the contract must state that:

1. Representatives with academic credentials appropriate to the level and content of the course or

program(s) review and approve the contract;

2. All procedures established by its governance structure and by NWCCU for approval of the courses

and program(s) are followed;

3. The member institution has capacity to carry out its responsibility for oversight of advertising

and recruitment, admissions, appointment of faculty, content and rigor of course and

program(s) evaluation of student work, awarding of credit/certificates/degrees, student learning

outcomes assessment, academic advising, support services, data management, and tuition and

financial aid; and

4. If any provision of this Agreement is determined by NWCCU to place the institution’s

accreditation in jeopardy, such provision will be reviewed and restated to comply with the

institution's accreditation.

**Member Institution Contract with Non-United States-Based Institution or Organization**

If a member institution enters into a contract with a non-United States-Based institution of higher

learning or other organization, the contract must follow the principles set forth above, provide that in the event of a dispute, the governing law and venue for resolution will be an American state. The contract terms must also be in conformity with the NWCCU’s policy on Accreditation Criteria.

Adopted 1973, Revised 2010, April 2021