



Steps to Application Process for In-State Institutions *State of Oregon*

Step 1: Complete Application

- 1) Complete application and attach required documents.
- 2) Applicant instructions for 1, 2, 3 and 8 require attached documentation
 - a) *Applicant Instruction 1*: Non-public institutions require principal campus or central administrative unit domiciled in a state that has joined the SARA initiative. **Attach documentation confirming this.**
 - b) *Applicant Instruction 2*: Be a U.S. degree-granting institution that is accredited by an accrediting body recognized by the U.S. Secretary of Education. **Attach documentation confirming this.**
 - c) *Applicant Instruction 3*: Non-public institutions require a federal financial responsibility score of 1.5 or higher. **Attach documentation confirming the score.**
 - d) *Applicant Instruction 8*: Sign and date the Memorandum of Agreement (MOA) and submit this document to the HECC. **Attach signed and dated MOA.**
- 3) Process payment (check) to submit with application.

Step 2: Submit Application and Application fee to the HECC.

Checks made payable to: Oregon Higher Education Coordinating Commission

Mailing Address:

Attn: SARA Membership
Higher Education Coordinating Commission
775 Court Street NE
Salem OR 97301

Step 3: Submit SARA Payment Form

- 1) HECC notifies the institution that their application was approved.
- 2) SARA will send the Oregon-based institution the hyperlink to payment form(s) in order to finalize participation in NC-SARA.



Fee Schedule for SARA Membership *State of Oregon*

HECC Fee Schedule

Oregon will charge a biennial fee to their in-state institutions that want to participate in SARA through the portal agency, the Higher Education Coordinating Commission (HECC). This biennial fee is based on an institution's total full-time equivalent (FTE) enrollment as shown in the Integrated Postsecondary Education Data System (IPEDS) and is assessed as follows:

- **\$3,000/biennial** for institutions with fewer than 2,500 FTE students
- **\$5,000/biennial** for institutions between 2,500-9,999 FTE students
- **\$7,000/biennial** for institutions with 10,000 or more FTE students

NC-SARA Fee Schedule:

Institutions are also required to pay a fee to participate in SARA. This is a required SARA fee paid to the National Council for SARA. This annual fee is based on an institution's total full-time equivalent (FTE) enrollment as shown in the Integrated Postsecondary Education Data System (IPEDS) and is assessed as follows:

- **\$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



National Council for State Authorization Reciprocity Agreements

A voluntary, regional approach to state oversight of distance education

Indicate Regional Compact:

Midwestern Higher Education Compact

New England Board of Higher Education

Southern Regional Education Board

Western Interstate Commission for Higher Education

Application and Approval form for Institutional Participation in SARA

An institution applying to operate under the State Authorization Reciprocity Agreement (SARA) must submit this form to its home state's portal agency for SARA.

When a state checks "yes" on this form, the state affirms that the applicant institution has followed proper procedures and provided necessary documents to operate under SARA, but this affirmation does not necessarily represent state evaluation of the institution's ability to perform under SARA policies.

An institution seeking approval to operate under the terms and standards of SARA must meet the following requirements:

<u>Applicant</u>		<u>State</u>
Institution affirms meeting the requirement		Institution meets the requirement
Initial here		Yes No
1.	Have its principal campus or central administrative unit domiciled in a state that has joined the State Authorization Reciprocity Agreement (SARA) initiative and be authorized to operate in that state.* Only distance education content originating in the United States or a U.S. territory is eligible to be offered under SARA.** (Attach documentation)	
2.	Be a U.S. degree-granting institution that is accredited by an accrediting body recognized by the U.S. Secretary of Education. (Attach documentation)	
3.	For non-public institutions, have a financial responsibility index score from the U.S. Department of Education that is 1.5 or above, or, if its score is between 1.0 and 1.5, successfully demonstrate to its home state's portal agency that it is nevertheless sufficiently financially stable to justify participation in SARA. Public institutions are presumed to be sufficiently financially stable for SARA purposes. (Attach documentation)	
4.	Agree to abide by the <i>Interregional Guidelines for the Evaluation of Distance Education</i> adopted by the Council of Regional Accrediting Commissions, as summarized in SARA policy 5(2)1-9. (See Appendix)	
5.	Agree to be responsible for the actions of any third-party providers used by the institution to engage in operations under SARA.	

Applicant
Institution affirms
meeting the requirement

State
Institution meets
the requirement

Initial here

Yes No

6. Agree to notify its home state's portal agency of any negative changes to its accreditation status.
7. Agree to provide data necessary to monitor SARA activities.
8. Agree to work with its home state's portal agency to resolve any complaints arising from its students in SARA states, and to abide by decisions of that entity.***
9. Apply to its home state's portal agency over the signature of the institution's CEO or chief academic officer.
10. Agree to notify in writing all students in a course or program that customarily leads to professional licensure, or which a student could reasonably believe leads to such licensure, whether or not the course or program meets requirements for licensure in the state where the student resides. If an institution does not know whether the course or program meets licensure requirements in the student's state of residence, the institution may meet this SARA requirement by informing the student in writing and providing the student the contact information for the appropriate state licensing board(s). An e-mail dedicated solely to this purpose and sent to the student's best known e-mail address meets this requirement. The institution should use other means to notify the student if needed.
11. Agree, in cases where the institution cannot fully deliver the instruction for which a student has contracted, to provide a reasonable alternative for delivering the instruction or reasonable financial compensation for the education they did not receive.
12. Pay its annual SARA participation fee to the National Council for SARA (NC-SARA). This single annual fee replaces any fees that the institution would ordinarily pay to other SARA member states.
13. Pay to the state any state fees for SARA participation required by the home state for administering SARA.

*SARA considers the home campus to be where an institution has its legal domicile. Any disputes about which state is the home state will be resolved for SARA purposes by the affected regional compacts or the National Council (NC-SARA), as needed.

**The fact that a foreign institution is owned by a U.S. entity does not qualify distance education originating from the non-U.S. institution to be offered under SARA. Only distance education offerings under the oversight of the U.S. state or territory can be offered through SARA.

***Complaints must follow the institution's customary resolution procedure prior to being referred to the state under SARA procedures. Grade appeals and student conduct appeals are not allowed under SARA.

Institutional Designation and Affirmation

I, the undersigned representative of (institution name) _____, having the authority to commit the institution to operate under the SARA interstate agreement, hereby certify that this institution meets all of the standards and requirements stated herein required for operation under the SARA agreement.

Mailing address of institution:

Institution OPEID number:

Institution FTE (latest IPEDS):

Name of principal SARA contact:

Email of principal SARA contact:

Typed name of signatory officer:

Signature:

Date signed:

Title of signatory
institutional officer:

State Portal Agency Affirmation

Typed name of state portal
agency contact:

Signature:

Date signed:

Title of state portal agency
contact:

If institutional membership in SARA is denied by the home state's portal agency, the portal agency will provide to the applicant institution a written reason for the denial. The institution may reapply at any time, having corrected any deficiencies, or may appeal the denial to the SARA director of its regional compact. If the denial is upheld by the regional compact, the institution may further appeal to NC-SARA.

Interregional Guidelines for the Evaluation of Distance Education 2011

Council of Regional Accrediting Commissions (C-RAC)

1. Online learning is appropriate to the institution's mission and purposes.

*Analysis/Evidence:*****

- 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;
- 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.

****These bulleted points illustrate actions, processes and facts that institutions may use to demonstrate that they meet SARA requirements.

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;
- Course design and delivery supports student-student and faculty-student interaction;
- Curriculum design and the course management system enable active faculty contribution to the learning environment;
- Course and program structures provide schedule and support known to be effective in helping online learning students persist and succeed.

5. The institution evaluates the effectiveness of its online learning offerings, including the extent to which the online learning goals are achieved, and uses the results of its evaluations to enhance the attainment of the goals.

Analysis/Evidence:

- Assessment of student learning follows processes used in onsite courses or programs and/or reflects good practice in assessment methods;
- Student course evaluations are routinely taken and an analysis of them contributes to strategies for course improvements;
- Evaluation strategies ensure effective communication between faculty members who design curriculum, faculty members who interact with students, and faculty members who evaluate student learning;
- The institution regularly evaluates the effectiveness of the academic and support services provided to students in online courses and uses the results for improvement;
- The institution demonstrates the appropriate use of technology to support its assessment strategies;

- The institution documents its successes in implementing changes informed by its programs of assessment and evaluation;
- The institution provides examples of student work and student interactions among themselves and with faculty;
- The institution sets appropriate goals for the retention/persistence of students using online learning, assesses its achievement of these goals, and uses the results for improvement.

6. Faculty responsible for delivering the online learning curricula and evaluating the students' success in achieving the online learning goals are appropriately qualified and effectively supported.

Analysis/Evidence:

- Online learning faculties are carefully selected, appropriately trained, frequently evaluated, and are marked by an acceptable level of turnover;
- The institution's training program for online learning faculty is periodic, incorporates tested good practices in online learning pedagogy, and ensures competency with the range of software products used by the institution;
- Faculty are proficient and effectively supported in using the course management system;
- The office or persons responsible for online learning training programs are clearly identified and have the competencies to accomplish the tasks, including knowledge of the specialized resources and technical support available to support course development and delivery;
- Faculty members engaged in online learning share in the mission and goals of the institution and its programs and are provided the opportunities to contribute to the broader activities of the institution;
- Students express satisfaction with the quality of the instruction provided by online learning faculty members.

7. The institution provides effective student and academic services to support students enrolled in online learning offerings.

Analysis/Evidence:

- The institution's admissions program for online learning provides good web-based information to students about the nature of the online learning environment, and assists them in determining if they possess the skills important to success in online learning;
- The institution provides an online learning orientation program;
- The institution provides support services to students in formats appropriate to the delivery of the online learning program;
- Students in online learning programs have adequate access to student services, including financial aid, course registration, and career and placement counseling;
- Students in online learning programs have ready access to 24/7 tech support;
- Students using online learning have adequate access to learning resources, including library, information resources, laboratories, and equipment and tracking systems;
- Students using online learning demonstrate proficiency in the use of electronic forms of learning resources;
- Student complaint processes are clearly defined and can be used electronically;
- Publications and advertising for online learning programs are accurate and contain necessary information such as program goals, requirements, academic calendar, and faculty;
- Students are provided with reasonable and cost-effective ways to participate in the institution's system of student authentication.

8. The institution provides sufficient resources to support and, if appropriate, expand its online learning offerings.

Analysis/Evidence:

- The institution prepares a multi-year budget for online learning that includes resources for assessment of program demand, marketing, appropriate levels of faculty and staff, faculty and staff development, library and information resources, and technology infrastructure;
- The institution provides evidence of a multi-year technology plan that addresses its goals for online learning and includes provision for a robust and scalable technical infrastructure.

9. The institution assures the integrity of its online offerings.

Analysis/Evidence:

- The institution has in place effective procedures through which to ensure that the student who registers in a distance education course or program is the same student who participates in and completes the course or program and receives the academic credit. The institution makes clear in writing that these processes protect student privacy and notifies students at the time of registration or enrollment of any projected additional costs associated with the verification procedures. (Note: This is a federal requirement. All institutions that offer distance education programs must demonstrate compliance with this requirement.);
- The institution's policies on academic integrity include explicit references to online learning;
- Issues of academic integrity are discussed during the orientation for online students;
- Training for faculty members engaged in online learning includes consideration of issues of academic integrity, including ways to reduce cheating.

SARA State Supplemental Sheet for Institutions

SARA provides a degree of flexibility for states as they implement the agreement. Information about state-specific provisions may be added on this page for items such as fees (if any) to be charged in-state institutions, criteria for consideration of appeals of institutions having financial responsibility index scores between 1.0 and 1.49, etc.

State fee (if any):

The State of Oregon will be charging a biennial fee for each Oregon based institution applying for SARA membership through the portal agency, the Higher Education Coordinating Commission (HECC).

State fee schedule:

Oregon will charge a biennial fee to their in-state institutions that want to participate in SARA through the portal agency, the Higher Education Coordinating Commission (HECC). This biennial fee is based on an institution's total full-time equivalent (FTE) enrollment as shown in the Integrated Postsecondary Education Data System (IPEDS):

This does not include the additional fee required for NC-SARA.

Enrolled FTE ----->	Fee Required
Under 2,500 students ----->	\$ 3,000
2,500-9,999 students ----->	\$5,000
10,000 or more ----->	\$7,000

State bonding requirement of institution (if any):

Not Applicable

Financial responsibility criteria for ratings 1.0-1.49:

Not Applicable

Higher Education Coordinating Commission
Oregon Complaint Process
Revised 10/2014

Section 1 – Purpose

The Higher Education Coordinating Commission (HECC) Complaint Process described herein provides for consumer protection and the resolution of complaints by students attending Oregon-based postsecondary institutions. This complaint process seeks to give students a means to resolve complaints after exhausting available institutional appeals.

Section 2 – Scope

Participation in the HECC Complaint Process is mandatory for any Oregon-based postsecondary institution that wishes to participate in the Western Interstate Commission for Higher Education State Authorization Reciprocity Agreement (W-SARA). The HECC Complaint Process is not intended to supersede any other applicable administrative or legal processes or remedies available to a student under state or federal law.

The kinds of complaints that the HECC Complaint Process may address include:

- Failure of an institution to comply with their published policies and procedures.
- Violation of applicable State laws.
- Failure of an institution to comply with the Council of Regional Accrediting Commissions (C-RAC) Interregional Guidelines for the Evaluation of Distance Education.¹

Issues that may be resolved through the HECC Complaint Process include:

- Veracity of recruitment and marketing materials;
- Accuracy of job placement data;
- Accuracy of information about tuition, fees, and financial aid;
- Complete and accurate admission requirements for courses and programs;
- Accuracy of information about the institution's accreditation or any programmatic or specialized accreditation held by the institution's programs;
- Accuracy of information about whether course work meets any relevant professional licensing requirements or the requirements of specialized accrediting bodies;
- Accuracy of information about whether the institution's course work will transfer to other institutions; or
- Operation of distance learning programs consistent with practices expected by institutional accreditors (and, if applicable, programmatic or specialized accreditors) or C-RAC Guidelines for distance education.

¹ Interregional Guidelines for the Evaluation of Distance Education: <http://www.nc-sara.org/files/docs/C-RAC%20Guidelines.pdf>

Issues that are typically, but not necessarily, outside the HECC Complaint Process include:

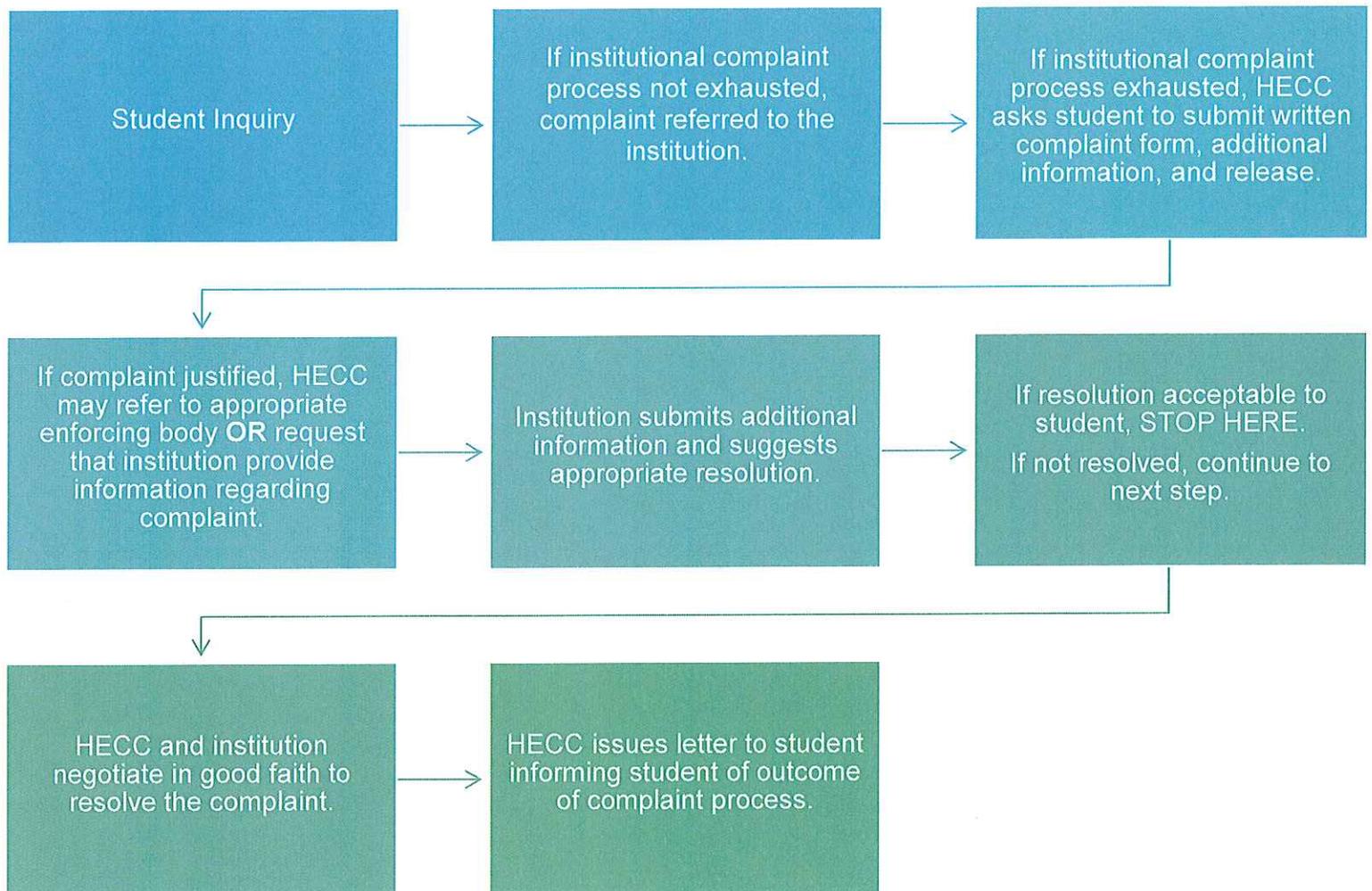
- Grading disputes;
- Academic integrity issues;
- Student Conduct Issues;
- Curriculum or program issues;
- Complaints against faculty.

Section 3 – Complaint Process

1. The HECC receives an initial complaint from a student.
2. The HECC provides the student with a complaint form, which also asks if the student has completed the institutional complaint process.
3. If the student indicates the institutional complaint process has not been exhausted, the complainant is referred back to the institution.
4. If the student indicates the institutional complaint process has been completed and provides documentation to that effect, the HECC accepts the complaint.
5. The HECC reviews the complaint to determine if the complaint raises any potential consumer protection issues and may refer the complaint to an appropriate regulatory or enforcing body.
6. The HECC contacts the institution regarding the student complaint and requests appropriate information and documentation relating to the specific area(s) of the complaint.
7. The institution may submit the requested information or documentation and a recommended resolution to the complaint.
8. If a recommended resolution is acceptable to the complainant, the process is complete.
9. If there is no recommended resolution or a student is not satisfied with a recommended resolution, the institution agrees to negotiate with the HECC in good faith to find an appropriate resolution.
10. HECC sends letter to student and institution documenting outcome of negotiations.

A complainant is not bound by the outcome of the HECC complaint process and may pursue any other available legal remedy.

Appendix A - Higher Education Coordinating Commission (HECC) Complaint Process



AGREEMENT

between

and the
Higher Education Coordinating Commission

THIS AGREEMENT is made and entered into by and between _____ (“Institution”) and the Higher Education Coordinating Commission (HECC) to facilitate institutional participation in the Western Interstate Commission for Higher Education State Authorization Reciprocity Agreement (W-SARA).

A State Authorization Reciprocity Agreement (SARA) is an agreement among its member states, districts, and U.S. territories that establishes comparable national standards for interstate offering of postsecondary distance education courses and programs. W-SARA is the reciprocity agreement among the member states of the Western Interstate Commission for Higher Education.

PURPOSE:

The purpose of this Agreement is to:

- (1) Ensure consistent consumer protection in interstate distance delivery of higher education;
- (2) Provide a process to review and appropriately act on complaints concerning the Institution, including enforcement of applicable state laws; and
- (3) Identify the roles and responsibilities of the Institution and the HECC.

Institution agrees to:

- Consent to such provisions as may be necessary for purposes of participation in W-SARA, even if otherwise exempt from state laws governing degree-granting institutions;
- Complete the Application for Institutional Approval to participate in SARA (Appendix A) and abide by all representations and agreements required on the application;
- Adhere to the HECC Complaint Process (Appendix B) to resolve complaints pertaining to the Institution’s distance education courses and programs offered under SARA; and
- Pay a biennial fee as outlined in the HECC Fee Schedule, to recover designated expenses incurred by the HECC in administering this agreement, state participation in W-SARA, and the HECC Complaint Process.

HECC agrees to:

- To the extent authorized by applicable law, do all things reasonably necessary to enter into and maintain participation in W-SARA, to include serving as the SARA portal agency responsible for contact with W-SARA, other states, and students; and
- Fairly and expeditiously review, investigate, and resolve complaints according to the HECC Complaint Process and within the extent of the HECC’s authority.

The following two documents are attached and incorporated by reference as part of this Agreement:

- Appendix A – SARA Uniform Institutional Application
- Appendix B – HECC Complaint Process

TERMINATION:

This Agreement shall be in effect for a period of three (3) years from the date of execution, unless amended by subsequent agreement of the parties or earlier terminated.

- The Agreement may be terminated at any time, in whole or in part, by mutual written consent of the HECC and the Institution.
- The HECC may terminate this Agreement at any time upon ten (10) days prior written notice to the Institution.
- If either party fails to comply with any term or condition of this Agreement, the other party may terminate this Agreement upon prior written notice to the non-complying party if the non-compliance is not cured within 14 calendar days after the notice is provided, or such longer period as the notice may specify.
- The HECC reserves the right to terminate the Agreement if any applicable laws, regulations, or guidelines are modified or interpreted in such a way that either the obligations under the Agreement are prohibited or the HECC is prohibited from enforcing the Agreement.

The HECC may immediately terminate this Agreement upon written notice if the HECC fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by the HECC's budget or spending plan and the HECC determines, in its assessment and ranking of the policy objectives explicit or implicit in its budget or spending plan, that it is necessary to terminate this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

(signature) _____
Name: _____
Title: _____
Institution: _____

Date

(signature) _____
Name: Juan Baez-Arevalo
Title: Director of Private Postsecondary Unit
Higher Education Coordinating Commission

Date