

**MEMORANDUM OF AGREEMENT**  
between

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and the  
Arkansas Department of Higher Education

**THIS MEMORANDUM OF AGREEMENT (MOA)** is made and entered into by and between \_\_\_\_\_ (“Institution”) and the Arkansas Department of Higher Education (ADHE) to facilitate institutional participation in the State Authorization Reciprocity Agreement (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.

**PURPOSE:**

The purpose of this MOA, as authorized under Arkansas Higher Education Coordinating Board (AHECB) Policy 5.2, 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 ADHE.

**Institution will:**

- Consent to such provisions as may be necessary for purposes of participation in SARA;
- Complete the Application for Institutional Approval to participate in SARA and abide by all representations and agreements required on the application;
- Adhere to the ADHE Student Grievance Procedure (Appendix A) to resolve complaints pertaining to the Institution’s distance education courses and programs; and
- Maintain a surety bond that provides cumulative unearned prepaid tuition for the out-of-state students at any one time with a minimum bond amount of \$5,000 unless the Institution maintains a minimum federal financial responsibility composite score of 1.5 or the Institution is a public institution (Appendix B).

**ADHE will:**

- Do all things necessary to enter into and maintain participation in SARA, to include serving as the SARA state portal agency responsible for contact with SARA, other states, and students; and
- Fairly and expeditiously review, investigate, and resolve complaints according to the ADHE Complaint Process.

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

- Appendix A – Student Grievance Procedure
- Appendix B – Surety Bonds

This agreement shall be in effect for a period of one (1) year from the date of execution, unless earlier terminated or amended by subsequent agreement of the parties.

The institution may terminate this contract at any time by giving at least 90 days' written notice to ADHE or the institution. ADHE can terminate the contract at any time if a violation of the requirements of SARA occurs.

**IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement.**

(signature) \_\_\_\_\_  
Name:  
Title:  
Institution:

\_\_\_\_\_  
Date

(signature) \_\_\_\_\_  
Name:  
Title: Director  
Arkansas Department of Higher Education

\_\_\_\_\_  
Date

**APPENDIX A**  
**STUDENT GRIEVANCE PROCEDURE**  
**Complaint Process**

Institutions must publish, post, and adhere to a procedure for handling a student grievance. Institutions also must furnish a toll-free telephone number and e-mail address for quick access in filing a student grievance.

Students must follow the institution's published student grievance process before contacting the Arkansas Department of Higher Education (ADHE). Grievance policies can usually be found in the academic catalog, student handbook, or institution's website.

Grievances regarding student grades or conduct violations are governed entirely by institutional policy and Arkansas law and will not be considered by ADHE.

If a student must report an unresolved grievance, the student may contact ADHE at [ICAC@adhe.edu](mailto:ICAC@adhe.edu). Resolutions by ADHE are final.

Students must submit a written grievance to ADHE. The grievant also must provide written documentation from the college/university verifying that the institution's appeal process has been followed.

Institutions must inform ADHE of all unresolved formal grievances annually.

## STUDENT COMPLAINT FORM

Name:

Address:

Phone number:

E-mail address:

Affiliation with institution named below:

current student

former student

parent or guardian of student

other

Institution:

Degree level and major of student:

Date of attendance at institution:

Start:

End:

Have you gone through institution's formal complaint process?

If yes, attach documentation that you have gone through the complaint process.

If no, please explain in your detailed complaint description why you were unable to complete the complaint process. ADHE will only address complaints after the student has exhausted his or her appeals at the institutional level.

### Complaint Description

Describe your complaint in detail, including the names of any faculty or staff you contacted about the complaint.

Give titles and contact information for the faculty or staff you contacted.

Will you be submitting additional documentation regarding this complaint?

Memorandum of Agreement

*State Authorization Reciprocity Agreement (SARA)*

By submitting this form, I affirm that I am a current or former student of the institution named above or the parent or guardian of a current or former student who is currently under age 18 and under my legal guardianship. I agree to allow the Arkansas Department of Higher Education to submit a copy of my complaint to the above named institution for a response. I further authorize the institution to transmit student records related to me or the individual under my guardianship affected by the institution's actions to the Arkansas Department of Higher Education for review. The information I have provided to the Arkansas Department of Higher Education is complete, true, and correct to the best of my knowledge.

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX B SURETY BONDS**

In an effort to protect Arkansas students from financial hardship and loss due to the unexpected closure of an institution, Arkansas postsecondary non-public institutions in SARA will maintain a surety bond during operations in Arkansas unless the institution maintains a minimum financial responsibility composite score of 1.5 determined by the U.S. Department of Education.

A surety bond is a contract between an institution, the Arkansas Department of Higher Education (ADHE), and a surety insurer (bond company) to provide protection for the enrolled student in the case of a financial loss due to the closure of the institution. The required bond will be maintained to protect only out-of-state residents who are students at the time of closure of an Arkansas postsecondary non-public institution and only for the amount of prepaid and unused tuition.

### Bond Requirements

Arkansas postsecondary non-public institutions are required to maintain a bond that provides cumulative unearned prepaid tuition for the out-of-state students at any one time with a minimum bond amount of \$5,000 unless the institution maintains a minimum federal financial responsibility composite score of 1.5. Institutions with more than one campus in Arkansas may choose to maintain one bond for each Arkansas campus or have one bond for all Arkansas campuses.

The signature, or stamp and seal, of the bond company's attorney-in-fact must be included on the surety bond form. If the bond company uses an officer or director as the attorney-in-fact for the bond power, that official must be listed in the company's Arkansas Department of Insurance file as an approved signatory.