Date: April 20, 2015
To: W-SARA Steering Committee
From: John Lopez and Alan Contreras
Subject: Staff Analysis for Wyoming SARA Application

Recommendation:

W-SARA staff has reviewed the Wyoming application and recommends it for approval. Wyoming has established the legal authority to enter the SARA agreement and has in place the required complaint processes and other required processes and procedures. In our opinion, it meets the standards for membership.

Comments:

Wyoming’s authority to participate in SARA was established by the passage of HB 0010 during the 2015 legislative session. The Wyoming Community College Commission has been designated as the state portal agency.

A review of the state’s application materials revealed that the newly created commission policy in Chapter 5, section 12 closely mirrored NC-SARA and W-SARA policies and standards. Memoranda of Understanding exist between the Wyoming Department of Education and eligible institutions to ensure the existence of an adequate complaint system for all potential SARA participating institutions. After reviewing all applications materials, W-SARA staff provided mostly minor editing recommendations.

The only topic requiring continued discussion was the state’s desire to standardize annual renewal dates for SARA participant institutions. That request was not granted due to existing NC-SARA data collection and reporting policies regarding membership and renewal dates. The portal agency revised the relevant policy appropriately and resubmitted that portion of the application.

Having secured all application materials satisfying SARA requirements, W-SARA staff recommends approval of the Wyoming application to be recognized as a SARA state (effective May 13, 2015).
Application and Evaluation Form for State Membership in SARA

A state that wants to apply for membership in the State Authorization Reciprocity Agreement (SARA) must submit this form and required documentation to its Regional education compact's SARA office.

A state may wish to include a cover letter and/or additional documentation to supplement the application and to strengthen the case for a state becoming a member of SARA.

To be accepted into a regional State Authorization Reciprocity Agreement, a state must agree that it can and will operate under the criteria for state membership established in the Regional agreements. The requirements for state membership are set forth below. For purposes of SARA, the term “state” includes the District of Columbia and the organized U.S. Territories.

Requirements for State Membership in SARA

1. The state is a member of one of the four interstate higher education regional compacts that administer SARA, or has concluded an agreement with such a compact covering SARA activity.

2. The state entity responsible for joining SARA has the legal authority under state law to enter an interstate agreement on behalf of the state and has provided a copy of the statutory or other legal authority documenting this.

3. The state accepts institutional accreditation by an accrediting body recognized by the U.S. Secretary of Education as sufficient, initial evidence of academic quality for approving institutions for participation in SARA.

4. The state considers applications from degree-granting institutions of all sectors (public, private non-profit and private for-profit) on the same basis and approves institutions that meet SARA standards and agree to SARA processes and commitments without differentiating by sector.

5. For private institutions, the state accepts the U.S. Department of Education's institutional federal financial responsibility rating of 1.5 or above (or 1.0 -1.49 with additional justification) as indicating sufficient financial stability to qualify for participation in SARA.
6. The state has a clearly articulated and comprehensive state process for consumer protection in regard to SARA activities, both with respect to initial institutional approval and on-going oversight, including the resolution of consumer complaints in all sectors, and has provided a copy of the complaint investigation and resolution process to be used to handle all complaints resulting from institutional operations (public and nonpublic) under SARA.

7. The state designates a "portal agency" as defined in SARA policies and standards to coordinate SARA matters for the state and provide a principal point of contact for resolution of student complaints.

NOTE: The designated agency need not itself be responsible for all oversight activities of SARA providers inside the state, but will be the SARA portal for that state.

8. The state agrees that it will work cooperatively with other SARA states, regional compacts and NC-SARA to enable success of the initiative. It will follow up on requests for information or investigations from the SARA member states or any SARA regional or national office, providing such data or reports as are required.

9. The state agrees that it will not impose on an institution operating under SARA from another state any requirements, standards, fees or procedures other than those set forth in SARA policies and rules. This does not preclude the state from enforcing its laws against nondomestic institutions in subject areas outside those covered by SARA.

10. The state agrees to require each SARA applicant institution to apply for state approval using the standard SARA institutional application and agree to operate under the Interregional Guidelines for the Evaluation of Distance Education developed by the Council of Regional Accrediting Commissions (C-RAC), as summarized in SARA policy 5(2)1-9.

11. The state agrees to serve as the default forum for any SARA-related complaint filed against an institution approved by the state to participate in SARA. The state's SARA portal agency is responsible for coordinating any such efforts and is empowered to investigate and resolve complaints that originate outside of the state. All other state agencies and governing boards of SARA participant institutions shall assist as necessary in such investigations and report as needed to the portal agency. State remedies, if any, including refunds or other corrective action, must be available to resolve complaints involving residents of other states.

12. The state agrees to document:
   a) all formal complaints received;
   b) complaint notifications provided to institutions and accrediting agencies;
   c) actions taken that are commensurate with the severity of violations; and
   d) complaint resolutions.
Requirements for State Membership in SARA (continued)

Applicant
State affirms meeting the requirement
Initial here

Evaluator
State meets the requirement
yes no

13. The state agrees that it will promptly report complaints and concerns to the institutions about which the complaint is lodged, the home state SARA portal agency responsible for any such institution and, if appropriate, the relevant accrediting bodies.

14. The state has clear and well-documented policies and practices for addressing catastrophic events, as follows:

a. The state may request assistance from the institution’s accreditor as the accreditor applies its standards under §602.24(c) of federal requirements for catastrophic events.

b. In the event of the unanticipated closure of an institution, the state has processes to assure that students receive the services for which they have paid or reasonable financial compensation for those not received. Such assurances may include tuition assurance funds, surety bonds, teach-out provisions or other practices deemed sufficient to protect consumers.

c. The state requires institutions to have adequate disaster recovery plans, particularly with respect to the protection of student records, or the state provides such a plan.

d. A SARA member state agrees to apply its policies and practices for catastrophic events consistently and equally within each sector (public, private non-profit, and private for-profit) to residents of any state.
Portal Agency Designation and Voluntary State Affirmation

State: WYOMING

Portal Agency (principal SARA contact agency): Wyoming Community College Commission

Mailing address of Portal Agency:
2300 Capitol Ave, 5th Fl., Ste. B., Cheyenne WY 82002

Web site of Portal Agency (location of state’s SARA information): www.communitycolleges.wy.edu

Name of staff member in Portal Agency who is principal SARA contact:
Larry Buchholtz

Phone number of principal SARA contact: 307-777-7068

E-mail for principal SARA contact: larry.buchholtz@wyo.gov

I, the undersigned representative of the State of Wyoming, having the authority to commit the state to the SARA interstate agreement, agree that the state will abide by SARA requirements as stated above, have provided proof of those requirements needing documentation, and hereby apply for the state’s admission to the SARA interstate agreement.

Signature: [Signature]

Typed name of signatory officer: James O. Rose

Date signed: 4/10/2015

Title of signatory state officer: Executive Director, Wyoming Community College Commission

1 The principal contact is the person with whom state agencies and regional compacts should communicate about the state’s membership in SARA. It is not necessarily the state signatory officer or the person(s) whom institutions and students should contact regarding institutional membership in SARA, student complaints, and other matters regarding the normal discharge of a state’s responsibilities under SARA.
Evaluator Recommendation

For a state to join SARA, the evaluator must find that the state agrees to or meets all of the requirements set forth in sections 1-14. If the evaluator finds that the state meets all required standards, the regional SARA director shall recommend approval of the state's membership to the regional Steering Committee of the compact by signing below.

The evaluator recommends approval of the application to the regional Steering Committee:

☑ Yes  □ No

Evaluator comments:

The Commission submitted language for renewal dates consistent with NC-SARA reporting policies.

Signature of regional compact officer: [Signature]

Name of regional compact officer: John Lopez, Ph.D.

Date signed: April 20, 2016

Title of signatory regional compact officer: Director, W-SARA

Signature of regional compact president: [Signature]

Name of regional compact president: David A. Larganecker

Date signed: May 15, 2015

If SARA membership is denied by the regional compact, the regional SARA director will provide to the applicant state a written reason for the denial. The state may reapply at any time, having corrected any deficiencies, or may appeal the denial to the National Council for SARA under procedures to be developed by the Council.
AN ACT relating to post secondary education; authorizing the Wyoming Community College Commission to enter into and administer reciprocity agreements with other states on the licensing of specified post secondary institutions; authorizing admission of post secondary institutions with a physical presence in Wyoming under reciprocity agreement and providing for reciprocal licensure in Wyoming of institutions located in states that are signatories to the agreement; granting rulemaking authority and authorizing fees; and providing for an effective date.

Be It Enacted by the Legislature of the State of Wyoming:

Section 1. W.S. 21-18-226 is created to read:

21-18-226. State authorization reciprocity agreements; administration; requirements; fees; rules and regulations.

(a) The commission shall enter into an agreement with the Western Interstate Commission for Higher Education to participate, on behalf of the state of Wyoming, with all other states legally joining in the state authorization reciprocity agreement.

(b) The requirements of the agreement shall be sufficient to protect the integrity of Wyoming post secondary education, but shall also allow authorized institutions complying with the agreement the ability to reach as many potential students as possible.

(c) The commission shall review applications from any public or private post secondary institution seeking admission under the state reciprocity agreement if the institution has a physical presence in Wyoming and is
organized under the laws of the state of Wyoming. The commission shall:

(i) Admit to the state authorization agreement any qualified public or private applicant that meets the requirements of the state authorization reciprocity agreement pertaining to institutional quality, consumer protection and fiscal viability as defined by subsection (d) of this section;

(ii) Monitor compliance of admitted institutions for institutional quality, consumer protection and fiscal viability;

(iii) Notify, in a timely manner, the Western Interstate Commission for Higher Education of those post secondary institutions admitted to the reciprocity agreement under paragraph (i) of this subsection and any action taken against an authorized institution pursuant to paragraph (iv) of this subsection; and

(iv) Take appropriate action against any authorized institution upon failure to comply with requirements of the state authorization reciprocity agreement, including an investigation, citation, suspension or expulsion from the reciprocity agreement.

(d) For purposes of paragraph (c)(i) of this section, an institution may satisfy:

(i) The institutional quality standard through evidence of current accreditation;

(ii) The consumer protection standard through evidence that information required under Title IV of the Higher Education Act of 1965 (20 U.S.C. § 1070 et seq.), as amended, is provided to current and prospective students,
and evidence of a procedure for addressing student complaints both internally and through an outside state agency as required by that act;

(iii) The fiscal viability standard for public institutions through evidence of adequate public funding, or for a private institution, through evidence that the United States department of education, in its most recent fiscal year report, assigned the institution a financial responsibility composite score of one and five-tenths (1.5) or greater, or a financial responsibility composite score of not less than one (1) if the report covers the most recent two (2) consecutive fiscal years.

(e) The commission may adopt rules and regulations to implement this section.

(f) For purposes of administrating this section, the commission may establish and collect fees from authorized institutions to pay necessary administrative expenses incurred under this section. Any fees collected pursuant to this subsection shall be deposited into the general fund.

(g) As used in this section:

(i) "Accredited" or "accreditation" means the status of public recognition that an accrediting agency recognized by the United States department of education pursuant to Title IV of the Higher Education Act of 1965 (20 U.S.C. § 1070 et seq.), as amended, grants to an institution or educational program that meets the department's established requirements;

(ii) "Educational program" means a program of organized instruction or study beyond secondary education that leads to an academic professional degree, vocational
degree or certificate or other recognized educational credential;

(iii) "Physical presence" means the ongoing occupation of a physical location in Wyoming for instructional purposes or the maintenance of an administrative office in Wyoming to facilitate instruction. For purposes of this section, the following activities do not constitute a physical presence in Wyoming:

(A) Delivery of distance education courses online;

(B) Advertising;

(C) Recruiting;

(D) Courses delivered on military installations by an accredited institution limited to active and reserve military personnel, dependents of military personnel and civilian employees of the military installation;

(E) Operation of a server or other electronic service device; or

(F) Experiential learning opportunities such as a clinical practicum residency or internship.

(iv) "Post secondary institution" means a person, business entity, nonprofit corporation or governmental entity that operates educational programs beyond secondary education;

(v) "State authorization reciprocity agreement" means an agreement, as published by the Western Interstate Commission for Higher Education on November 1, 2013, or
substantially similar to the version published on that date, which allows post secondary institutions that meet federal criteria to recruit, advertise, market and conduct distance education across state lines with as few restrictions as possible.

Section 2. W.S. 21-2-406(a)(iii), (iv) and by creating a new paragraph (v) and 21-18-202(c) by creating a new paragraph (ix) are amended to read:

21-2-406. Schools exempted; definition.

(a) This article does not apply to:

(iii) Aircraft flight training schools approved and authorized by the federal aviation agency of the United States of America; or

(iv) A nondegree granting school teaching techniques of outdoor recreation, leadership, ecology or conservation domiciled in the state of Wyoming; or

(v) A post secondary education institution admitted, authorized and in good standing under the state authorization reciprocity agreement pursuant to W.S. 21-18-226.


(c) The commission shall perform the following administrative functions:

(ix) Administer the state authorization reciprocity agreement and admit authorized post secondary institutions to participate under the agreement in accordance with W.S. 21-18-226.
Section 3. This act is effective immediately upon completion of all acts necessary for a bill to become law as provided by Article 4, Section 8 of the Wyoming Constitution.

(END)

Speaker of the House  President of the Senate

Governor

TIME APPROVED: _________

DATE APPROVED: _________

I hereby certify that this act originated in the House.

Chief Clerk
Section 12. State Authorization Reciprocity Agreements (SARA)

(a) In accordance with W.S. 21-18-226, accredited institutions of higher education with a physical presence in Wyoming may apply for membership in SARA, as administered by our regional compact (WICHE), by making application to the Commission (portal agency) using the form provided by the National Council for State Authorization Reciprocity Agreements (NC-SARA).

(b) Applicant institutions shall comply with the provisions of the Council of Regional Accrediting Commissions (C-RAC) guidelines, and more specifically, its inter-regional guidelines for the evaluation of distance education programs (online learning) for best practices in postsecondary distance education developed by leading practitioners of distance education.

(c) Each applicant institution shall provide the portal agency and all students enrolled in courses under SARA provisions, its written complaint resolution policies and procedures, including assurances it will comply with the consumer protection standards, as described below:

(i) Initial responsibility for the investigation and resolution of complaints resides with the institution against which the complaint was made.

(A) Complaints against an institution operating under SARA shall first be processed through the institution’s own procedures for resolution of grievances.

(B) Complaints regarding student grades or student conduct violations are governed entirely by institutional policy and laws of the SARA institution’s home state.

(C) If a person bringing a complaint is not satisfied with the outcome of the institutional process for handling complaints, the complaint (except for complaints about grades or student conduct violations) may be appealed within two years of the incident about which the complaint is made, by requesting in writing, a review by the portal agency. The resolution of the complaint by the portal agency with consultation with the Attorney General shall be final, except for complaints that fall under the provisions of (g) below.

(D) NC-SARA will develop policies and procedures for reporting the number and disposition of complaints that are not resolved at the institution level. Since appeals of decisions made at the institution level are made to the portal agency, these data will be used to report to NC-SARA.

(d) No sooner than July 1, 2015, eligible institutions may make initial application to the portal agency. If approved, the portal agency will notify NC-SARA of the acceptance. NC-SARA will then contact the institution regarding payment of fees, which are based on annual FTE as reported to IPEDS for the previous year. Contingent upon the satisfactory review of eligibility by the portal agency, institutions will pay annual renewal fees directly to NC-SARA. Failure to pay renewal fees shall result in a loss of eligibility to participate in SARA.

(e) Annually, at the time of renewal, the portal agency shall review institutional eligibility and notify WICHE of its findings. Any institution that is disqualified from participating in SARA, either during its annual review or when circumstances dictate, shall not receive a refund if eligibility is revoked partway through an annual period.

(f) Programs Leading to Licensure - Any institution operating under SARA that offers courses or programs potentially leading to professional licensure must keep all students, applicants, and potential
students who have contacted the institution about the course or program informed as to whether such offerings actually meet state licensing requirements. This must be done in one of two ways:

(i) The institution may determine whether the course or program meets the requirements for professional licensure in the state where the applicant or student resides, and provide that information in writing to the student; or

(ii) The institution may notify the applicant or student in writing that the institution cannot confirm whether a course or program meets the requirements for professional licensure in the student’s state, provide the student with the current contact information for any applicable licensing boards, and advise the student to determine whether the program meets requirements for licensure in the state where the student lives.

(A) Failure to provide proper notice in one of these two ways invalidates the SARA eligibility of any course or program offered without the proper notice.

(B) SARA covers class field trips across state lines among member states, but does not cover full-scale residency programs such as a summer session at a field station.

(C) Short Courses and Seminars – Physical presence under SARA is not triggered if the instruction provided for a short course or seminar takes no more than 20 classroom hours. Class meetings during a full-term course do not trigger physical presence if the instructor and students physically meet together for no more than two meetings, totaling less than six hours. Apparent abuses of these provisions may be brought to the attention of the home state portal agency.

(D) Third Party Providers – Contracts between a third-party provider of educational services and any SARA office or state must be made via the degree-granting institution that operates under SARA. A third-party provider may not represent an institution regarding any subject under SARA operating policies to any SARA office or any state operating under SARA. The institution that transcripts a course is considered the degree-granting institution for purposes of this section.

(g) Data Submission Requirements – Participating institutions shall annually submit the following data to NC-SARA using the protocols established by NC-SARA:

(i) The number of students enrolled in the institution via distance education delivered outside the state, reported by state, territory or district in which the students reside.

(ii) A list of programs a student may complete without on-campus attendance using the US DoE definition of a distance education program.

(h) The institution shall have a plan that assures a student will receive services for which they have paid or reasonable financial compensation for those not received in the event of an unanticipated closure of the institution. Such assurances may include tuition assurance funds, surety bonds, teach-out provisions or other practices deemed sufficient to protect consumers.

(i) Participating institutions shall make available their disaster recovery plans, particularly with respect to the protection of student records, to the portal agency, WICHE or NC-SARA upon request.
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WYOMING DEPARTMENT OF EDUCATION,
THE UNIVERSITY OF WYOMING, CASPER COLLEGE,
CENTRAL WYOMING COLLEGE, EASTERN WYOMING COLLEGE,
LARAMIE COUNTY COMMUNITY COLLEGE, NORTHWEST COLLEGE
AND NORTHERN WYOMING COMMUNITY COLLEGE DISTRICT

1. **Parties.** The parties to this Memorandum of Understanding (hereinafter “MOU”) are the Wyoming Department of Education (hereinafter “WDE”), the University of Wyoming (hereinafter “University”), Casper College, Central Wyoming College, Eastern Wyoming College, Laramie County Community College, Northern Wyoming Community College District and Northwest College (hereinafter “Community Colleges”), as well as any other Wyoming community college that signs the MOU.

2. **Purpose of MOU.** The purpose of this MOU is to establish a statewide student complaint process as required by federal regulation 34 CFR § 600.9(a). Section 600.9(a) requires that each state have a process to review and appropriately act on three types of student complaints concerning institutions of higher education operating in the state: (1) complaints related to state consumer protection laws, (2) complaints related to state laws on licensure of postsecondary institutions, and (3) complaints related to quality of higher education.

3. **Term of MOU and Required Approvals.** This MOU is effective for each party to the MOU on the date that party signs it. The term of this MOU is from that date until the MOU is terminated. This MOU can be terminated upon written mutual agreement of all parties.

4. **Responsibilities of WDE.** WDE agrees to the following:
   A. Post on its website the procedure for students to file complaints related to postsecondary licensure, consumer protection and quality of education.
   B. **Complaints related to licensure:**
      i. Postsecondary licensure is defined as the licensure of all trade, correspondence, distance education, technical, vocational, business or other private schools which are located within the state or have their principal place of business out of state but are doing business in the state, as outlined in Wyoming Statutes 21-2-401 through 21-2-407.
      ii. Complaints related to postsecondary licensure should be submitted to the Private School Licensing Program in the WDE in the format specified by the WDE.
      iii. Upon receipt of a written student complaint related to postsecondary licensure, WDE agrees to review the complaint to determine whether suspension or revocation of a license is appropriate as outlined in Chapter 30 of the WDE’s Rules and Regulations.
C. Complaints related to quality of education:
   i. Quality of education, as defined by the Higher Learning Commission (HLC),
      pertains to an institution’s: (1) courses and programs that require levels of student
      performance appropriate to a degree or certificate; (2) faculty and staff associated
      with the degrees and certificates it offers, as well as student services; and (3) the
      process designed to promote continuous improvement.
   ii. Complaints related to quality of education should be submitted to the Private
       School Licensing Program of the WDE in the format specified by the WDE.
   iii. Upon receipt of a written student complaint related to quality of education, WDE
        agrees to a two-step process:
            i. Forward the complaint to the University or Community College for internal
               review; and
            ii. If after forwarding the complaint to the University or Community College
                for internal review the student still wants to pursue the complaint, WDE will
                direct the student to the HLC complaint process.

D. Complaints related to consumer protection:
   i. Consumer protection is defined as the protection of consumers against advertising,
      sale or distribution of merchandise through a deceptive trade practice as outlined
      in the Wyoming Consumer Protection Act, W.S. 40-12-101 through 40-12-114.
   ii. Complaints related to consumer protection should be submitted to the Wyoming
       Attorney General’s Office.
   iii. If WDE receives a written complaint related to consumer protection, WDE will
        direct the student to the Wyoming Attorney General’s Office.

E. If WDE receives a student complaint not related to postsecondary licensure, consumer
   protection or quality of education, as defined above, or the student has not completed
   the University’s or the Community College’s internal complaint process for quality of
   education issues, WDE agrees to refer the student back to the University or Community
   College for internal review pursuant to the institution’s established practices.

5. Responsibilities of the University and Community Colleges. The University and the
   Community Colleges agree to the following:

   A. Maintain internal grievance and/or complaint procedures as determined by their
      appropriate governing bodies. This MOU in no way affects the internal grievance and/or
      complaint procedures of the University or the Community Colleges; and

   B. Post on their respective websites the procedures, as outlined in Section 4, for filing
      relevant complaints.

   If any party determines that the process established above is no longer functional or is
   exhausting the party’s administrative resources, it may notify the other parties to this MOU

Memorandum of Understanding between the Wyoming Department of Education, the University of Wyoming and
Casper College, Central Wyoming College, Eastern Wyoming College, and Laramie County Community College
Page 2 of 6
that it wishes to amend the MOU to resolve the problem. If the problem is not resolved to
the satisfaction of the party, it may provide thirty (30) days’ notice that it intends to depart
the MOU.

A. Amendments. Any changes, modifications, revisions or amendments to this MOU which
are mutually agreed upon by the parties to this MOU shall be incorporated by written
instrument, executed and signed by all parties to this MOU.

B. Applicable Law/Venue. The construction, interpretation and enforcement of this MOU
shall be governed by the laws of the State of Wyoming. The Courts of the State of
Wyoming shall have jurisdiction over this MOU and the parties, and the venue shall be the
First Judicial District, Laramie County, Wyoming.

C. Entirety of Agreement. This MOU, consisting of six (6) pages, represents the entire and
integrated MOU between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

D. Indemnification. Each party to this MOU shall assume the risk of any liability arising
from its own conduct. None of the parties agrees to insure, defend, or indemnify the other.

E. Notices. All notices arising out of or from the provisions of this MOU shall be in writing
and given to the parties provided below, either by regular mail or delivery in person. The
initial representatives of the parties are as follows:

a. WDE: the director
b. University: the vice-president of student affairs
c. Community Colleges: the pertinent college president

F. Severability. Should any portion of this MOU be judicially determined to be illegal or
unenforceable, the remainder of the MOU shall continue in full force and effect, and the
parties may renegotiate the terms affected by the severance.

G. Sovereign Immunity. The State of Wyoming, the WDE, the University, and the
Community Colleges do not waive sovereign or governmental immunity by entering into
this MOU and specifically retain immunity and all defenses available to them pursuant to
Wyo. Stat. § 1-39-104(a) and all other state or federal law.

H. Third Party Beneficiary Rights. The parties do not intend to create in any other
individual or entity the status of third party beneficiary, and this MOU shall not be
construed so as to create such status. The rights, duties and obligations contained in this
MOU shall operate only between the parties to this MOU, and shall inure solely to the
benefit of the parties to this MOU. The provisions of this MOU are intended only to
assist the parties in determining and performing their obligations under this MOU. The
parties to this MOU intend and expressly agree that only parties signatory to this MOU
shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

I. **Time is of the Essence.** Time is of the essence in all provisions of the MOU.

J. **Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this MOU.

K. **Waiver.** The waiver of any breach of any term or condition in this MOU shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.
8. **Signatures.** By signing this MOU, the parties certify that they have read and understood it, that they agree to be bound by the terms of the MOU, and that they have the authority to sign it.

**WYOMING DEPARTMENT OF EDUCATION**

[Signature]
Jim Rose, Director  
12 June 13

**UNIVERSITY OF WYOMING**

[Signature]
Tom Buchanan, President  
6/10/13

**CASPER COLLEGE**

[Signature]
Walter Noffe, President  
6/17/13

**CENTRAL WYOMING COLLEGE**

[Signature]
Joanne McFarland, President  
6/18/13

**EASTERN WYOMING COLLEGE**

[Signature]
Tom Armstrong, President  
6/26/13

**LARAMIE COUNTY COMMUNITY COLLEGE**

[Signature]
Joe Schafer, President  
7/8/13

**NORTHERN WYOMING COMMUNITY COLLEGE DISTRICT**

[Signature]
Paul Young, President  
7/22/13

Memorandum of Understanding between the Wyoming Department of Education, the University of Wyoming and Casper College, Central Wyoming College, Eastern Wyoming College, and Laramie County Community College
NORTHWEST COLLEGE.

Paul Prestwich, President
Stefani Higson

7/29/13
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

S. Jane Carter #103733
Senior Assistant Attorney General

8-14-13
Date
MEMORANDUM OF UNDERSTANDING BETWEEN
WYOMING DEPARTMENT OF EDUCATION
AND
WESTERN WYOMING COMMUNITY COLLEGE

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Department of Education (WDE), whose address is: 2300 Capitol Avenue Hathaway Building, 2nd Floor Cheyenne, WY 82002-2060, and Western Wyoming Community College (WWCC), whose address is: 2500 College Dr., Rock Springs, WY 82901.

2. **Purpose.** The purpose of this MOU is to establish a statewide student complaint process as required by federal regulation 34 CFR § 600.9(a). Section 600.9(a) requires that each state have a process to review and appropriately act on three types of student complaints concerning institutions of higher education operating in the state: (1) complaints related to state consumer protection laws, (2) complaints related to state laws on licensure of postsecondary institutions, and (3) complaints related to quality of higher education.

3. **Term of MOU.** This MOU is effective on the date last signed and executed by the duly authorized representatives of the parties. The term of this MOU is from that date until the MOU is terminated. This MOU may be terminated upon written mutual agreement of all parties.

4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.

5. **Responsibilities of WDE.** WDE agrees to the following:

   A. Post on its website the procedure for students to file complaints related to postsecondary licensure, consumer protection and quality of education.

   B. **Complaints related to licensure:**

      i. Postsecondary licensure is defined as the licensure of all trade, correspondence, distance education, technical, vocational, business or other private schools which are located within the state or have their principal place of business out of state but are doing business in the state, as outlined in Wyo. Stat. §§ 21-2-401 through 21-2-407.

      ii. Complaints related to postsecondary licensure should be submitted to the Private School Licensing Program in the WDE in the format specified by the WDE.

      iii. Upon receipt of a written student complaint related to postsecondary licensure, WDE agrees to review the complaint to determine whether
suspension or revocation of a license is appropriate as outlined in Chapter 30 of the WDE’s Rules and Regulations.

C. Complaints related to quality of education:

i. Quality of education, as defined by the Higher Learning Commission (HLC), pertains to an institution’s (1) courses and programs that require levels of student performance appropriate to a degree or certificate; (2) faculty and staff associated with the degrees and certificates it offers, as well as student services; and (3) the process designed to promote continuous improvement.

ii. Complaints related to quality of education should be submitted to the Private School Licensing Program of the WDE in the format specified by the WDE.

iii. Upon receipt of a written student complaint related to quality of education, WDE agrees to a two-step process:

a. Forward the complaint to WWCC for internal review; and

b. If after forwarding the complaint to WWCC for internal review the student still wants to pursue the complaint, WDE will direct the student to the HLC complaint process.

D. Complaints related to consumer protection:

i. Consumer protection is defined as the protection of consumers against advertising, sale or distribution of merchandise through a deceptive trade practice as outlined in the Wyoming Consumer Protection Act, Wyo. Stat. §§ 40-12-101 through 40-12-114.

ii. Complaints related to consumer protection should be submitted to the Wyoming Attorney General’s Office.

iii. If WDE receives a written complaint related to consumer protection, WDE will direct the student to the Wyoming Attorney General’s Office.

E. If WDE receives a student complaint not related to postsecondary licensure, consumer protection or quality of education, as defined above, or the student has not completed the University’s or the Community College’s internal complaint process for quality of education issues, WDE agrees to refer the student back to the University of Community College for internal review pursuant to the institution’s established practices.
6. **Responsibilities of WWCC.** WWCC agrees to the following:

   A. Maintain internal grievance and/or complaint procedures as determined by their appropriate governing bodies. This MOU in no way affects the internal grievance and/or complaint procedures of WWCC.

   B. Post on its website the procedures, as outlined in Section 5, for filing relevant complaints.

7. **Special Provisions.**

   A. If any party determines that the process established above is no longer functional or is exhausting the party’s administrative resources, it may notify the other parties to this MOU that it wishes to amend the MOU to resolve the problem. If the problem is not resolved to the satisfaction of the party, it may provide thirty (30) days’ notice that it intends to depart the MOU.

8. **General Provisions.**

   A. **Amendments.** Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.

   B. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

   C. **Entirety of Agreement.** This MOU, consisting of five (5) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

   D. **Indemnification.** Each party to this MOU shall assume the risk of any liability arising from its own conduct. None of the parties agrees to insure, defend, or indemnify the other.

   E. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.

Memorandum of Understanding between
Wyoming Department of Education and Western Wyoming Community College
Page 3 of 5
F. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

G. **Sovereign Immunity.** The State of Wyoming, WDE and WWCC do not waive sovereign or governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

H. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

I. **Time is of the Essence.** Time is of the essence in all provisions of the MOU.

J. **Title Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this MOU.

K. **Waiver.** The waiver of any breach of any term or condition in this MOU shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.
9. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

WYOMING DEPARTMENT OF EDUCATION

[Signature]
John Masters, Deputy Superintendent of Public Instruction

6-4-14

Date

WYOMING COMMUNITY COLLEGE

[Signature]
Dr. Jackie Freeze, Vice President, Student Services

5-25-14

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

[Signature]
S. Jane Caton, Senior Assistant Attorney General

5-6-14

Date
Contract # 00112218

Email: elaine.marcos@wyo.gov Agency: Education, Dept. of
First Name: Elaine Sub Agency:
Last Name: Marcos Phone: 307.777.6210

Contract
Contract Description:

Contract Type: MOU
Date Due: 2014-05-17
Status: Acknowledged by Attorney
Assigned Attorney: Jane Caton

Milestones
Submitted:
HSS 2014-04-17 08:38:16

Last Updated:
tjones 2014-04-25 10:20:01

Closed:

Contract Amount: 0 Return Via: Pick up
# Signatures Needed: 1 Original Contract #:
Contract With: Western Wyoming Community College

Other Contract Info:

Client Comments:

IT Contract Information Only

RFP #: OCIO Contract #:
Bid Process: OCIO Contact:
IT Amendment?: OCIO Approval Date:
Successful Contract Submission for Ticket #00112218

1 message

ag.heatcontracts@wyo.gov <ag.heatcontracts@wyo.gov> Thu, Apr 17, 2014 at 8:53 AM
To: elaine.marces@wyo.gov
Cc: tasha.jones@wyo.gov

Successful contract submission:

Submitted date: 2014-04-17
Contract Description:
Contract With: Western Wyoming Community College
Amount: 0
Email: elaine.marces@wyo.gov
Number of signatures: 1
Return Via: Pick up
Contract Type: MOU
Original Contract #:
Other Contact Information:
Comments:

*** IT Section ***
RFP #:
Bid Process:
IT Amendment:
State Authorization Reciprocity Agreement (SARA) Complaint Process

If a student is or has been enrolled in an online degree or certificate program from a Wyoming based institution of higher education that is approved to operate under SARA, the following complaint process will be used to submit student complaints.

Student Inquiry (Complaint)

Query as to nature of the complaint, determine if submission has occurred to the Institution against which complaint is filed. If not, instruct student to do so. If so – continue.

If complaint is about grades or student conduct, inform student the Commission is not the arbiter and the student needs to complete the appeals process through the institution the complaint is leveled against. If the complaint is related to consumer protection, advise the student to contact the Consumer Affairs Division of the Wyoming Attorney General’s Office. If the complaint is related to the eligibility of an institution to be a SARA participant or a violation of a SARA qualification – continue.

If the student’s complaint is related to SARA, and the student has lodged a complaint with the institution in question, have the student complete the SARA Complaint Resolution Form found on the WCCC Website.

Once the complaint is received, log in the complaint on the SARA Complaint Resolution tracking spreadsheet.

The WCCC SARA coordinator will review the complaint for completeness and correctness. Inform complainant the form has been received or returned for additional information (telephone or email) and log date/time/method on tracking spreadsheet. Once an acceptable Complaint Resolution Form has been received - continue.
The Commission Executive Director, Deputy Director, Program Team Leader and Fiscal Team Leader (Executive Management Team) will review the complaint for veracity and determine a course of action, which may include, but is not limited to, consulting with the institution for further information/clarification, the Wyoming Attorney General’s Office, the institutions accrediting agency, and/or WICHE. Once all pertinent information is available, suggest a resolution. If the resolution is acceptable to both the institution and the student — stop here. log outcome on tracking spreadsheet. If not resolved — continue.

Continue good faith negotiations with the party not accepting of the proposed resolution. If, after presenting the same resolution or a different resolution, agreement is reached — stop here, log outcome on tracking spreadsheet. If not, the Executive Management Team, in its authority as the state Portal Agency, shall issue a ruling that is final and cannot be appealed. Log such on the tracking spreadsheet.

Contact the student and the institution, in writing, of the resolution.
SARA Complaint Resolution Form
State of Wyoming
Portal Agency: Community College Commission
2300 Capitol Ave., 5th Floor, Suite B., Cheyenne WY 82002

This form is for any current or former student enrolled in an online course leading to a degree or certificate provided by a SARA approved institution of postsecondary education in the State of Wyoming who is filing a complaint against that institution.

- An allegation that a postsecondary institution does not meet the state authorization requirements in W.S. 21-18-226 or WCCC Rules, Chapter 5, Section 12;
- An allegation that a SARA institution does not meet standards established by the institution’s accrediting agency, the regional SARA compact or NC-SARA; or
- An allegation that a postsecondary institution violated deceptive trade practices and consumer protections guaranteed by W.S. 40-12 (will be forwarded to Consumer Affairs Division of the Office of the Wyoming Attorney General).

Note: Complaints involving student grades or student conduct violations are governed entirely by institutional policy.
Complainants must first go through the institution’s complaint process before the complaint is brought to the SARA Coordinator

COMPLAINANT INFORMATION (All fields are required)

Name of Complainant: ____________________________

Affiliation with the college or university named below:

☐ Current Student
☐ Former Student

Mailing Address: ___________________________________
______________________________________________

Phone Number: ________________________________

Email: ________________________________________
SARA Complaint Resolution Form
Wyoming Community College Commission

SCHOOL INFORMATION

Name of Institution: ________________________________________________________________

Location of Institution: ____________________________________________________________

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
</table>

Degree or Certificate Program (Example: AS in Accounting) of affected Student:

Degree or Certificate Program Name: ________________________________________________

Major: _______________________________________________________________________

Dates of Attendance at Institution

Start Date: ______________________

End Date: ________________________
SARA Complaint Resolution Form
Wyoming Community College Commission

COMPLAINT INFORMATION
Have you gone through the institution’s formal complaint process?

☐ Yes
☐ No

Section A: If you answered “Yes,” please explain in a detailed complaint description how you exhausted the complaint process. Please attach all documentation related to the filing of your complaint and the subsequent responses showing that you have exhausted your appeals at the institutional level.
Section B: If you answered “No,” please explain below why you were unable to complete the complaint processes. Note that WCCC will only address complaints after a student has exhausted his/her appeals at the institutional level. Please attach documentation as necessary.
Section C: Please describe your complaint in detail, including the names of any college or university faculty or staff you spoke to about the complaint. Please attach existing documentation that may substantiate the complaint, which may include: institutional documents, catalogs, transcripts, contracts, brochures, course syllabi, email or other correspondence regarding the complaint between the complainant and the institution.
Section D: Please give the titles and contact information for the individuals (if any) you mentioned in Section C.
SARA Complaint Resolution Form
Wyoming Community College Commission

Please send this form and copies of any documents that support your complaint and/or show that you have gone through the institution’s complaint procedures to: larry.buchholtz @ wyo.gov or mail them to:

Wyoming Community College Commission
2300 Capitol Ave., 5th Floor, Suite B.
Cheyenne, WY 82002

By submitting this form, I affirm that I am a current or former student of the institution named above. I agree to allow the Wyoming Community College Commission to submit a copy of my complaint and supporting materials to the above-named institution for a response. I further authorize the institution to transmit student records related to me affected by the institution’s actions to the Commission for review. I understand that I may have to submit an information release form to the institution. I understand the decision/ruling of the Commission is final. I certify that the information I have provided to the Commission is complete, true and correct to the best of my knowledge and belief.

Name: ____________________________________________

Date: ____________________________________________

Signature: ________________________________________
<table>
<thead>
<tr>
<th>SAMPLE</th>
<th>Student Name</th>
<th>Email Address</th>
<th>Phone #</th>
<th>Mailing Address</th>
<th>Student Contact Dates/Method</th>
<th>Institution</th>
<th>Institution Contact Dates/Methods</th>
<th>Resolution Y/N</th>
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<tbody>
<tr>
<td>Initial Contact</td>
<td>John Doe</td>
<td><a href="mailto:john.doe@email.com">john.doe@email.com</a></td>
<td>(xxx) xxxx-xxxx</td>
<td>123 Main St. Anywhere USA</td>
<td>1 April 2015/email</td>
<td>LCCC</td>
<td>3 April 2015/voice Judy Hay</td>
<td>Y</td>
</tr>
<tr>
<td>Next Contact</td>
<td>Reason: presented resolution</td>
<td></td>
<td></td>
<td></td>
<td>3 April/email</td>
<td></td>
<td></td>
<td></td>
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<td>Y</td>
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