



U.S. Department
of Veterans Affairs



VET TEC Pilot Program Participation Agreement

Effective Date of Approval: <i>(Completed by VA)</i>	
Approval Expiration Date: <i>(Completed by VA)</i>	
Date Agreement was Received: <i>(Completed by VA)</i>	
Date Application was Submitted:	
Name of Institution:	
Address of Institution:	
Taxpayer Identification Number (TIN):	

The execution of this Program Participation Agreement (PPA) by the Facility and the Secretary is a prerequisite to the Facility's initial or continued participation in the Veteran Employment Through Technology Education Courses (VET TEC) Pilot Program.

The institution listed above, referred to hereafter as the "Facility", and the United States Secretary of Veterans Affairs, referred to hereafter as the "Secretary", agree that the Facility may participate in the VET TEC Pilot Program as enacted by Section 116 of [Public Law 115-48](#) and further agree that such participation is subject to the terms and conditions set forth in this Agreement. As used in this Agreement, the term "Department" refers to the Department of Veterans Affairs (Education Service).

[Public Law 115-48](#) authorizes the Department to carry out the VET TEC Pilot Program for 5 years.

Scope of Coverage

This Agreement applies to all approved training sites of the Facility. This Agreement covers the Facility's eligibility to participate in the VET TEC Pilot Program. To have a program reviewed for eligibility for other VA Education Benefits, the Facility should contact the [State Approving Agency](#) (SAA) of jurisdiction. For the purposes of VET TEC approvals, the Department is the sole arbiter in determining if a Facility is eligible for the VET TEC Pilot Program. Once VA approves a Facility, VA must approve all training programs (course of instruction) the facility will use in support of the VET TEC Pilot Program.

Under this PPA, the Facility agrees to comply with the laws, regulations, and policies governing the VET TEC Pilot Program. This PPA contains critical information about a Facility's participation in the VET TEC Pilot Program. It also contains the effective date of a Facility's approval, the date by which the Facility must reapply to continue participation in the program, and the date on which the approval expires. This PPA outlines the VET TEC program fund allocation model in which the Facility agrees to participate.

This Agreement must be renewed annually with the Department in order to continue receiving funds in subsequent federal fiscal years. A yearly notice will be released from: ELR-VETTEC.VBABUF@va.gov to alert the Facility when this agreement must be renewed.

General Terms and Approval Conditions

By signing the Agreement, a Facility certifies:

1. It is not an Institution of Higher Learning¹ (IHL).
2. It has been in operation and has been actively providing training to students for a minimum of 2 years from the date of this Agreement with the Department.
3. The high technology program for which the Facility is seeking approval has been offered for a minimum of 1 year from the date of this Agreement with the Department.
4. It has any licenses or approvals required for operation from any Federal, State, or municipal agency.
5. The program for which the Facility is seeking approval cannot lead to a degree² at the Facility.
6. The program for which the Facility is seeking approval is a "high technology program of education". A "high technology program of education" provides instruction in:
 - a. Computer Programming;
 - b. Computer Software;
 - c. Media Application; d. Data Processing; or e. Information Science.
7. It will only seek approval for programs that have a specified term length. Self-paced programs are ineligible for approval under the VET TEC Pilot program.

¹ Institution of Higher Learning - A college, university, technical, or business school offering post-secondary level academic instruction that leads to an associate degree or higher degree if the school is empowered by the appropriate State education authority under State law to grant an associate or higher degree.

² This means the program cannot lead to an Associates, Bachelors, Masters, etc. The program can accept transferable credits or clock hours.

8. If approved, the Facility will report all changes to approved programs (i.e., change in the cost of tuition and fees, change in program length, change in number of clock hours needed to be full time, change to the Facility's tuition refund policy, etc.) to the Department within 30 calendar days of the change. The Facility must report, and receive an updated approval letter from the Department, before they can certify new Veterans into the altered program.
9. The tuition and fees charges for the program for which the Facility is seeking approval cannot exceed the [private school tuition and fees cap](#) established by the Department for the federal fiscal year in which this Agreement is enacted with the exception of preferred providers.
10. It will not provide any commissions, bonuses, or other incentive payments based, directly or indirectly, on success in securing enrollments or financial aid to any persons or entities engaged in any student recruiting or admission activities or in making decisions regarding the award of student financial assistance.
11. It will complete the "VET TEC Pilot Program Training Provider Application" and submit the application and all other supporting documentation requested to the Department.
12. It will submit all enrollment certifications and any amendments, adjustments, or terminations through the [VA Online Certification Enrollment \(VA-ONCE\) system](#).
 - a. Enrollments will be submitted no earlier than 14 calendar days of the student's begin date.
 - b. Amendments, adjustments, and terminations will be submitted no later than 30 calendar days of the date of the amendment, adjustment, or termination occurred.
13. The courses, curriculum, and instruction of the Facility's programs must be consistent in quality, content, and length with similarly recognized accepted academic standards.
14. It has adequate space, equipment, instructional material, and instructor personnel to provide high technology training of good quality comparable to industry standards. Class size for programs has been clearly defined in the Facility's application and is consistent with industry standards. The Department will determine if a class has adequate space or is of good quality based on the Facility's Application responses.
15. The educational and experience qualifications of directors, administrators, and instructors must be adequate. The Department will determine whether the educational and experience qualifications of directors, administrators, and instructors are adequate based on the Facility's Application responses.
16. A copy of the course outline, schedule of tuition, fees, and other charges, regulations pertaining to absences, grading policy, and rules of operation and conduct will be furnished to the Veteran upon enrollment.

17. Upon completion of training, the Veteran will be given a certificate by the Facility indicating the approved course and indicating that training was successfully completed.
18. Adequate records, as required by the Department, will be kept to validate attendance and progress or grades, and satisfactory standards relating to attendance, progress, and conduct will be enforced.
19. Notwithstanding any other provision of law, the records and accounts of eligible Veterans who receive educational assistance under the VET TEC Pilot Program, as well as the records of other students which the Secretary determines necessary to ascertain institutional compliance with the requirements of the program, shall be available for examination by duly authorized representatives of the Government. The Facility's records, for all students, must be made available to a duly authorized representative of the Government when requested.

The Facility will maintain Veteran records for a minimum of 3 years from the date the Veteran student last attends.

20. It complies with all local, city, county, municipal, Tribal, State, and Federal regulations, such as fire, building, and sanitation codes.
21. It is financially sound and capable of fulfilling its commitments for training. The Department will determine whether a Facility is financially sound and capable of fulfilling its commitments for training based on the Training Provider's Application responses
22. It will charge Veteran students the same (or less) tuition and fees as it charges to non-Veteran students. The Facility will only certify mandatory fees³ to the Department for reimbursement.
23. The Facility will not utilize advertising of any type which is erroneous or misleading, either by actual statement, omission, or intimation. The Facility may mention in its advertising that its programs have been approved by the Department to receive reimbursement under the VET TEC Pilot Program. This advertising must specifically list the programs approved (unless all programs are approved) and must use verbiage similar to "approved by the Department to

³ Mandatory Fees - Mandatory charges (other than tuition, room, board, or food) charged by the Facility for pursuit of an approved program. Fees include, but are not limited to, health premiums, graduation fees, or lab fees. Fees are defined in the Facility's catalog and are listed on the Facility's billing statement or invoice. Assessment fees (which are charged to every student) are payable if the Veteran student is accepted into (and attends) the approved program. The Department is exempt from sales tax, and will not reimburse sales tax in any instance.

Examples of fees that are not allowed include, but are not limited to:

- Penalty Fees (late registration, late course changes, or returned checks)
- Fees for any food or lodging expenses
- Transportation or transit system fees
- Parking fees that are not required for every student

receive reimbursement under the VET TEC Pilot Program”. The Facility may not simply state that their site is “VA Approved”.

24. The Department shall not approve an enrollment in any course for an eligible Veteran for any period during which more than 85 percent of the students enrolled in the course are having all or part of their tuition, fees or other charges paid for them by the educational institution or by VA under the VET TEC Pilot Program with the exception of preferred providers.

Computing the 85-15 percent ratio

- a) **Determining when separate computations are required:** An 85-15 percent ratio must be computed for each course of study or curriculum leading to a separately approved program. Computations will not be made for unit subjects, unless only one unit subject is approved by the Department to be offered at a separate branch or extension of the Facility. Courses or curricula which are offered at separately approved branches or extensions must have an 85-15 percent ratio computed separately from the same course offered at the parent institution. The count of students attending the branch may not be added to those attending the parent institution even for the same courses or curricula. However, the count of those attending courses or curricula offered at an additional Facility, as opposed to a branch or extension, must be added to those attending the same course at the parent institution. Pursuit of a course or curriculum that varies in any way from a similar course, although it may have the same designation as the other similar course or curriculum, will require a separate 85-15 percent computation. A course or curriculum will be considered to vary from another if there are different attendance requirements, required unit subjects are different, required completion length is different, etc.
- b) **Assigning students to each part of the ratio:** The following students will be considered to be nonsupported provided VA is not furnishing them with educational assistance under the VET TEC Pilot Program:
- i. Students who are not Veterans and are not in receipt of institutional aid.
 - ii. Students in receipt of any Federal aid (other than benefits from the Department).
 - iii. Students receiving any assistance provided by the Facility, if the institutional policy for determining the recipients of such aid is equal with respect to Veterans and non-Veterans alike.
- c) **Calculation:** To determine if the requirement of this section has been met for all courses the full-time equivalent, nonsupported

students as defined by this section will be compared to the full-time equivalent students enrolled in the course. If the full-time equivalent, nonsupported students do not equal at least 15 percent of the total full-time enrollment, the 85-15 percent requirement has not been met for the course.

The Facility must carefully monitor this ratio and cannot submit VET TEC enrollment certifications if that would put them out of the 85-15 percent requirement. If the Facility is unsure of their calculations, or has any questions about this ratio, they must contact ELR-VETTEC.VBABUF@va.gov **prior** to certifying any new enrollment certifications.

- d) **Reports:** The Facility must submit to VA all calculations used to determine compliance with the 85-15 percent requirement. The Facility shall submit this information to ELR-VETTEC.VBABUF@va.gov no later than 30 calendar days after the beginning of each regular Facility term (excluding summer sessions), or before the beginning date of the next term, whichever occurs first.
- e) **Violation of 85-15 percent requirement:** Should the Facility violate the 85-15 percent requirement, they will immediately be suspended by the Department and be unable to certify any new VET TEC students. The Department will review the Facility and assess whether this error can be resolved through training, or whether the Department will withdraw the approval of all programs offered at the Facility.

Once a student is properly enrolled in a course which meets the 85-15 percent requirement, such a student may not have benefits for that course terminated because the 85-15 percent requirement subsequently is not met as long as the student's enrollment remains continuous.

25. It will follow all provisions of the [VA Trademark Terms of Use](#).

26. It will follow all certification instructions provided in the VET TEC Pilot School Certifying Official Handbook.

27. The Department will send a representative to survey the Facility onsite.

Eligible Veterans

Section 116 of [Public Law 115-48](#) requires that Veterans meet the following criteria in order to be eligible to receive tuition and fees and Monthly Housing Allowance (MHA) payments under the VET TEC Pilot Program:

- The student must be a Veteran.
 - Active Duty Servicemembers, recipients of Transfer of Entitlement (TOE) benefits, and recipients of the Marine Gunnery Sergeant John David Fry Scholarship (Fry Scholarship) are not eligible for the VET TEC Pilot Program.
- The Veteran must be entitled to educational assistance under Chapter 30, 32, 33, 34 or 35 of Title 38, United States Code (USC), or Chapter 1606 or 1607 of Title 10 USC.
- The Veteran must independently apply through the Department. If found eligible, the Veteran will receive a VET TEC specific Certificate of Eligibility (COE) from the Department.
- The Veteran must be attending the program on a **Full-Time** basis as defined by the program's published program description or catalog.

VA Payments

Section 116 of [Public Law 115-48](#) authorizes the Department to pay:

- All mandatory tuition and fee costs charged by the Facility, which are paid directly to the Facility, as outlined in the Payment Schedule provided below.
- A Monthly Housing Allowance (MHA) is paid by the Department directly to the Veteran depending on if they are attending in-residence or online and is always paid in arrears.

VA Payment Schedule

Section 116 of [Public Law 115-48](#) authorizes the Department to pay mandatory tuition and fees to the Facility based on the following schedule:

- **25%** of the submitted tuition and fees will be paid upon the initial enrollment of the Veteran.
 - The Veteran must attend at least one day of class in order to meet the Department's definition of "initial enrollment".
- **25%** of the submitted tuition and fees will be paid upon the Veteran's completion of the program.

- “Successful completion of the program” means that the student has completed all required training and has received a graduation certificate from the Facility.
- **50%** of the submitted tuition and fees will be paid once the Veteran has found meaningful employment.
 - The Department defines “meaningful employment” as:
 - Traditional employment in a career supported by the completed program of study.
 - Promotion in the Veteran’s current career if the Veteran is currently employed in a career supported by the completed program of study.
 - Self-Employment if the Veteran owns or operates a business and is utilizing the skills obtained through the completion of the program of study.
 - The Veteran must find meaningful employment within 180 days of successfully completing the program in order for the Department to release the final tuition and fees payment to the Facility. In order for the Department to release the final tuition and fees payment, both the Veteran and Facility will need to certify that the Veteran has achieved meaningful employment.
 - If the Veteran finds meaningful employment after 180 days, but not to exceed 1 year, after successfully completing the program and had extenuating circumstance (health issues, hospitalization, childbirth, bereavement, called to active duty, etc.), the Department will evaluate such circumstance on a case-by-case basis and may still release the final tuition and fees payment.
- **Payments made under the VET TEC Pilot Program are conditional based on the availability of funds.**
- **Training Providers cannot charge the Veteran tuition and fees with the intent to refund future VET TEC tuition and fees payments to the student. Payments will be made, by VA, at the identified VET TEC milestones.**

Preferential Treatment

The Department shall give preference to a qualified Facility that offers tuition reimbursement to VA for any student who –

- Successfully completes a program of education offered by the Facility; and
- Does not find full-time meaningful employment in the field of study of the program within the 180-day period beginning on the date the student completes the program.

If a Facility is approved with preference:

- They will be prioritized on the GI Bill® Webpage list for approved VET TEC schools.
- They will be exempt from the provisions of the 85-15 requirement outlined earlier in this Participation Agreement.
- They will be exempt from the [private school tuition and fees cap](#).

If a Facility is approved with preference, their approval letter from the Department will expressly list this status.

Termination of Program Participation Agreement

1. The Department will terminate, i.e., withdraw approval of, this Participation Agreement if any of the General Terms and Approval Conditions criteria are violated.

Should the Department terminate the Participation Agreement midterm, the Department will:

- Continue to pay for all Veterans currently enrolled in the formerly approved program.
- The Department will terminate the Facility's access to the VA-ONCE system, so the Facility will need to report all changes to ELR-VETTEC.VBABUF@va.gov.
- The Department will not make any payments for any future Veterans at the Facility under this Participation Agreement.

If the Participation Agreement was terminated due to:

- Willful or negligent failure of the Facility to report excessive student absences from a course, or discontinuances, or interruptions; or
- Willful or negligent false certification,

the Department may pursue School Liability procedures and seek recoupment from the Facility for all monies paid to both the Facility and the Veteran as a result of those acts.

2. A Facility may terminate this Participation Agreement only by formal written notice with 30 days' notice sent from the authorized representative of the terminating Facility to the VET TEC Education Liaison Representative via ELR-VETTEC.VBABUF@va.gov. In no case will any oral termination be effective nor will any termination be attempted outside these stated requirements.

Should the Facility terminate this Participation Agreement:

- The Facility remains obligated to complete the training of all Veterans currently enrolled in the program ("teach-out").
- The Department will continue to pay for all Veterans currently enrolled in the formerly approved program.
- The Department will terminate the Facility's access to the VA-ONCE system; the Facility then will need to report all changes to ELR-VETTEC.VBABUF@va.gov.
- The Department will not make any payments for any future Veterans at the terminated Facility.

Department Reporting Requirements

Section 116 of [Public Law 115-48](#) requires the Department to gather the following metrics so they can be reported in a timely manner to the Office of the Comptroller General of the United States and the United States Congress:

1. The technology experience of the directors and instructors of the providers of high technology programs of education under the pilot program.
2. Whether the providers cooperated with the technology industry to create the curriculum for the program of education.
3. Whether the providers use an open source curriculum for the program of education.
4. The admittance rate into the pilot program.
5. The job placement and retention rate for Veterans who completed a program of education under the pilot program in the field of study of the program.
6. The percentage of Veterans who completed a program of education under the pilot program who were subsequently employed for a period of 6 months or longer in a field of study of the program.
7. The percentage of Veterans who completed a program of education under the pilot program who were subsequently employed for a period of less than 6 months in a field of study of the program.
8. The median annual salary of Veterans who completed a program of education under the pilot program and were subsequently employed.

9. As applicable, the transfer rates to other academic or vocational programs and certifications and licensure exam passage rates.
10. The average age of Veterans who participated in the pilot program.

The Department may reach out to the Facility with occasional data requests to verify data gathered for some of these metrics.

Amendments to this Participation Agreement

Amendments must be bilaterally executed in writing, signed by an authorized representative of the Facility and the Chief Education Liaison Officer (CELO) of the Department. No oral or unilateral amendments will be effective. Only terminations done in accordance with the terms of this agreement may be done unilaterally.

Disputes with this Participation Agreement

Should disagreement arise as to the interpretation of the provisions of this agreement that cannot be resolved between the Facility and the VET TEC Education Liaison Representative, the area(s) of disagreement will be reduced to writing by each Party and presented to the Chief Education Liaison Officer (CELO) for resolution. If settlement cannot be reached at this level, the disagreement will be raised to the Director of the Department for final resolution.

In Witness Whereof

The parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Signature of Chief Administrative Officer:	
Typed (or Printed) Name of Chief Administrative Officer:	
Date of Signature:	

Signature of Designee for the Secretary:	
Typed (or Printed) Name of Designee for the Secretary:	
Date of Signature:	