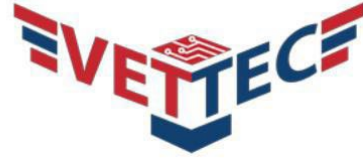




U.S. Department of Veterans Affairs



**VET TEC Pilot Program Participation Agreement**

**Effective Date of Approval:**  
*(Completed by VA)*

**Approval Expiration Date:**  
*(Completed by VA)*

**Date Agreement was Received:**  
*(Completed by VA)*

**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 Department of Veterans Affairs (VA) 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 Department of Veterans Affairs (VA), referred to hereafter as the "VA", 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 intends to 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 recommit 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. A yearly notice will be released from [ELR- VETTEC.VBABUF@va.gov](mailto: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 Learning<sup>1</sup>(IHL).
2. Instructors teaching the high technology programs are experts in their respective fields with current certifications and or continuing education credits.
3. The high technology program for which the Facility is seeking approval has been offered for a minimum of 1 year, prior to the date of this Agreement with the Department.
4. It has obtained all licenses or approvals required for operation from the appropriate Federal, State, or municipal agencies.
5. The program(s) for which the Facility is seeking approval cannot lead to a standard college degree<sup>2</sup>.
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 one or more of the following:
  - Computer Programming
  - Computer Software
  - Media Application
  - Data Processing
  - Information Science
7. The program for which the Facility is seeking approval must be a minimum of 6 weeks long and cannot exceed 28 weeks in length.
8. Programs must have a specified term length; self-paced and open enrollment programs are ineligible for approval under the VET TEC Pilot program.
9. The Facility will report all changes to approved programs (i.e., change in expert instructors, change in the cost of tuition and fees, change in program length, change in number of clock hours needed to be full time/part time, change to the Facility's tuition refund policy, etc.) to the Department within 30 calendar days of the change. No changes to an approved program(s) cost of tuition and fees, program length, clock hours needed to be full-time will be approved during the active agreement period.

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### 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.

The Facility must report and receive an updated approval letter from the Department before they can certify new Veterans in the altered program.

10. The tuition and fees charges for the program 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 provider s.
11. 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.
12. It will complete the “VET TEC Pilot Program Training Provider Application” or renewal application and submit with supporting documentation requested by the Department.
13. 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 30 calendar days of the student’s begin date.
  - b. Enrollments must specifically note when there is a break in training (such as a holiday break) greater than 7 consecutive calendar days. The full dates of the break must be noted on the enrollment.
  - c. Amendments, adjustments, and terminations will be submitted no later than 30 calendar days from the date the amendment, adjustment, or termination occurred.
14. 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.
15. 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.
16. Adequate records will be kept which allows the Department to validate student attendance, progress and grades, as well as validate that satisfactory standards relating to attendance, progress, and conduct are being enforced.
17. Notwithstanding any other provision of law, 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 records for a minimum of 3 years from the date the Veteran student last attends.
18. It complies with all local, city, county, municipal, Tribal, State, and Federal regulations, such as fire, building, and sanitation codes.
19. It will charge Veteran students the same (or less) tuition and fees as it charges non - Veteran students. The Facility will only certify mandatory fees<sup>3</sup> to the Department for reimbursement. The agreement to pay tuition and fees is between the VA and the training provider, training providers cannot charge students directly for tuition and fees. Third party certification exams cannot be included in tuition and fees or required for program completion.

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<sup>3</sup> 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.

20. The Facility will not utilize advertising of any type which is erroneous or misleading, either by actual statement, omission, or intimation. Advertising must specifically list the programs approved (unless all programs are approved) and must use verbiage like “approved by the Department to receive reimbursement under the VET TEC Pilot Program”. The Facility may not simply state that their site is “VA Approved.”
21. Understand 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 with the exception of preferred providers.
22. It will follow all provisions of the [VA Trademark Terms of Use](#).
23. It will follow all certification instructions provided in the [VET TEC Certifying Official Handbook](#).
24. Understands the Department reserves the right to 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 are not eligible for the VET TEC Pilot Program. (Section 4302 of P.L.116-315 states “The Secretary shall treat an individual as an eligible veteran if the Secretary determines that the individual shall become an eligible veteran fewer than 180 days after the date of such determination).
  - Recipients of Transfer of Entitlement (TOE) benefits are not eligible for the
  - 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 of Title 10 US C.
  - Note: If a Veteran has exhausted their educational assistance under Chapter 33, but has established eligibility for the Edith Nourse Rogers Science Technology Engineering Math (STEM) Scholarship, this eligibility is not qualifying for VET TEC.
- The Veteran must independently apply through the Department.
- The Veteran must be attending the program on a Full-Time or Part-Time basis as defined by the program’s published program description or catalog.
- Once a Veteran has terminated from a VET TEC program for any reason (including graduation), except for being called to active duty, or an approved leave of absence, the Veteran must wait 18 months before they are eligible to attend another VET TEC program.

## 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.
  - When there is a break in training (such as a holiday break) greater than 7 consecutive calendar days, MHA payments are not authorized for the break period. During the month(s) in which a break occurs, the Veteran will receive a pro-rated MHA payment.

## 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 successful completion of the program.
  - "Successful completion of the program" means that the student has successfully 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 employment within the field of study.
  - Employment within the field of study includes:
    - 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 employment within the field of study 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 employment within the field of study using VA Form 22-10201.
    - The VA Form 22-10201 Employment Certification should be submitted by the training provider, not the student
    - The Department will only extend the 180-day requirement to find employment if the Veteran is called to Active Duty or for extenuating circumstance, the Department will evaluate such circumstance on a

case-by-case basis. The 180-day period will be extended by the length of the call-up when less than 90-days.

- 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 upfront with the intent to refund future VET TEC tuition and fees payments to the Veteran. 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.

## **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, including but not limited to the data metrics above.

### **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](mailto:ELR-VETTEC.VBABUF@va.gov) and [VETTEC.VBABUF@va.gov](mailto: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 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.
  - 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](mailto:ELR-VETTEC.VBABUF@va.gov). In no case will any oral termination be effective, nor will any terminations be attempted outside of 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](mailto:ELR-VETTEC.VBABUF@va.gov).
    - The Department will not make any payments for any future Veterans at the terminated Facility.

## **Amendments to this Participation Agreement**

Amendments must be bilaterally executed in writing, signed by an authorized representative of the Facility and a VA Official. 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 ELR Supervisor and Team Chief 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 VA Official:**

**Typed (or Printed) Name of VA Official:**

**Date of Signature:**