



## CITY COUNCIL AGENDA

July 14, 2025

7:00 p.m.

1. **APPROVAL OF THE AGENDA**
2. **COMMUNICATION** – Recognition of Candi Wertanen and James Gaddis’s Retirement
3. **COMMUNICATION** – Introduction of new Sgt. Jarrod Figg
4. **COMMUNICATION** – MYTown Coalition
5. **PUBLIC COMMENT:** *This is the time for anyone wishing to speak before the council in relation to items on the agenda to do so, state your name and address before your comment. Comments may also be emailed to [knielsen@cityofhoquiam.com](mailto:knielsen@cityofhoquiam.com) by Monday, July 14, 2025, at 10:00 AM. Written comments must include your name and address and will be summarized at the meeting but will be documented in the minutes in their entirety. PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.*
6. **CONSENT AGENDA**
  - a. Council Minutes of June 23, 2025
  - b. US Department of Veterans Affairs – Veterans Benefits
  - c. Teamster’s – Assumption of the previous police union contract
7. **COUNCIL ACTION/DISCUSSION**
  - a. **COMMITTEE REPORTS**
  - b. **OFFICERS REPORTS**
    1. Court Clerk – Cash Till Balance Increase Request
  - c. **MAYORS REPORTS**
    1. **PROCLAMATION** – MG Eldon A. Bargewell Weekend
  - d. **COUNCIL REPORTS**
8. **LEGAL BUSINESS**
  - a. **ORDINANCES**
  - b. **RESOLUTIONS**
  - c. **OTHER LEGAL**
    1. Dept of Corrections – Jail Contract K9555 Amendment No. 9
9. **OLD BUSINESS**
10. **NEW BUSINESS**
  1. Schedule Public Hearing – Mid-Biennial Budget Review for July 28, 2025
11. **SECOND PUBLIC COMMENT:** *This is the time for anyone wishing to speak before the council may do so, state your name and address before your comment. Comments may also be emailed to [knielsen@cityofhoquiam.com](mailto:knielsen@cityofhoquiam.com) by Monday, July 14, 2025, at 10:00 AM. Written comments must include your name and address and will be summarized at the meeting but will be documented in the minutes in their entirety. PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.*
12. **EXECUTIVE SESSION** (Per RCW 42.30.110)
13. **ADJOURN**

**Public Utilities Meeting at 6:00** – attendance is in person only.

**Council Meeting at 7:00 PM** – attendance in person or remote live stream – this meeting will be recorded and will be live streaming at <https://us02web.zoom.us/j/88663122532>.



# CITY OF HOQUIAM

June 23, 2025

## City Council Meeting Minutes

### **CALL TO ORDER**

Pro Tem Mayor Brooks called the meeting to order at 7:00 p.m. Chief Matt Miller led the flag salute.

### **ROLL CALL**

Those in attendance at the meeting were Pro Tem Mayor Brooks and Councilmembers Anderson, Gillis, Hinchey, Larsen, Pauley, Puvogel, Reid, Smith and Thornton. Absent from the Council Meeting were Mayor Winkelman and Councilmember Carlstrom and Nelson.

Staff in attendance were Officer Luce, Office Martinez, Fire Chief Matt Miller, City Attorney Steve Johnson, City Administrator Brian Shay, Finance Director Corri Schmid and Council Secretary Kayla Nielsen.

### **APPROVAL OF THE AGENDA**

Councilmember Puvogel moved to accept the agenda. Councilmember Pauley supported. Passed by voice vote.

### **PUBLIC COMMENT**

No Public Comment Presented.

### **CONSENT AGENDA**

Council Minutes of January 27, 2025

Councilmember Puvogel moved to approve the Council Minutes of June 9, 2025. His motion was seconded by Councilmember Pauley and passed by voice vote.

### Claims & Payroll

Councilmember Puvogel moved to approve the Claims & Payroll. His motion was seconded by Councilmember Pauley and passed by voice vote.

Retainage – Quigg Bros Inc. – 10<sup>th</sup> Street Pump Station

Councilmember Puvogel moved to approve the Retainage for Quigg Bros Inc on the 10<sup>th</sup> Street Pump Station. His motion was seconded by Councilmember Pauley and passed by voice vote.

### **COUNCIL ACTION/DISCUSSION**

#### **Committee Reports**

No Committee Reports Presented.

#### **Officers Reports**

No Officers Reports Presented.

#### **Pro Tem Mayors Reports**



# CITY OF HOQUIAM

June 23, 2025

## City Council Meeting Minutes

Council Retreat	The date, time, and location had been set for the Council Retreat. August 18 <sup>th</sup> , 2025, 7pm at Solid Coffee in Vasa Hall.
<b>Council Reports</b> Councilmember Hinch	The softball associate had positive reviews for our field and lights.
<b>LEGAL BUSINESS</b>	
<b>Ordinances</b>	No Ordinances Presented.
<b>Resolutions</b>	No Resolutions Presented.
<b>Other Legal</b> Interlocal Agreement with E-911	This Interlocal Agreement is for the installation of radio systems. Councilmember Puvogel moved to approve this agreement. His motion was seconded by Councilmember Anderson and passed by voice vote.
MOU with Columbia Southern University	This MOU allows city employees to receive a discount on tuition and other benefits through Columbia Southern University. Councilmember Puvogel moved to approve this MOU. His motion was seconded by Councilmember Pauley. Chief Matt Miller spoke on the benefits of the MOU. This motion was passed by voice vote.
Parametrix Scope of Work for 2025 Landfill Testing and Monitoring	This agreement allows Parametrix to monitor the requirements for the 2025 Solid Waste Closure Permit issued by the Grays Harbor County Department of Environmental Health. Councilmember Puvogel moved to approve this agreement. His motion was seconded by Councilmember Hinch. Discussion followed and was passed by voice vote.
<b>OLD BUSINESS</b>	No Old Business was Presented.
<b>NEW BUSINESS</b> Councilmember's Absences	Councilmember Puvogel moved to excuse the absence of Mayor Winkelman and Councilmember Carlstrom and Nelson. Councilmember Pauley seconded and passed by voice vote.



# CITY OF HOQUIAM

June 23, 2025

## City Council Meeting Minutes

Utilities Meeting

Councilmember Thornton scheduled the next Utilities meeting for July 14, 2025, at 6:00PM.

**SECOND PUBLIC COMMENT**

Kenneth Mroczek – Simpson Ave.

Kenneth spoke on the status of the building as a tenant.

**EXECUTIVE SESSION**

No Executive Session was Held.

**ADJOURN**

Councilmember Puvogel moved to adjourn the meeting at 7:11 p.m. and his motion was seconded by Councilmember Pauley and passed by voice vote.

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RICHARD BROOKS JR. – Pro Tem Mayor

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KAYLA NIELSEN – City Council Secretary

# Understanding On-The-Job Training & Apprenticeship Approval

*An Informational Guide for Employers and Sponsors*

SECOND EDITION | EDUCATION SERVICE



**VETERANS BENEFITS ADMINISTRATION | JUNE 2017**

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U.S. Department  
of Veterans Affairs



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# Preface

This informational guide is written for employers and sponsors who are offering (or wish to offer) On-the-Job or Apprenticeship training (OJT/APP) to Veterans and their beneficiaries.

The law provides that VA may pay educational assistance to Veterans and other eligible individuals while they pursue approved training programs. Approval may be granted for programs offered at educational institutions as well as formal on the job training provided by employers (private or public).

The Director, Education Service, Veterans Benefits Administration, on behalf of the Secretary of Veterans Affairs, has authority to approve programs offered by agencies of the Federal Government. State Approving Agencies (SAA) have approval authority over non-federal OJT/APP training programs within their respective states. Registered apprenticeship programs are approved by the U.S. Department of Labor (DOL).

If after review, you have further questions about VA policies and procedures or about completing VA forms, contact your SAA (non-federal approvals only) or your VA Education Liaison Representative (ELR) (federal approvals only). You can locate your SAA and find your ELR contact information.

For questions regarding registered apprenticeships, please see our contact list for your state DOL representative.

You may also review additional information on eligibility for benefits and copies of pamphlets, which provide detailed information on the [GI Bill website](#) and DOL's registered apprenticeships website.

## Program Overview

Benefits for On-the-Job and apprenticeship training are available for Veterans under the various VA educational assistance programs, including the Post-9/11 GI Bill. These programs allow Veterans to learn a trade or skill through training on the job rather than by attending a formal program of classroom based instruction yielding a degree or certificate. A Veteran generally enters into a training contract for a specific period with an employer, and at the end of the training period, the Veteran gains job certification or journeyman status.

Employers generally pay a reduced OJT/apprenticeship wage (which must be at least 50% of journeyman wage). Unless the training establishment is operated by a Federal, State, or local government, periodic wage increases must be granted and, by the last full month of training, the wage must be at least 85% of the wage for a fully trained employee. Veterans in an approved program can use their GI Bill benefit and receive tax-free benefits. First, the Post-9/11

GI Bill pays a Monthly Housing Allowance (MHA) based on the Department of Defense's Basic Allowance for Housing (BAH) for an E-5 with dependents, which is paid in addition to wages.

<b>Stipend =</b>	<b>First six months of training</b>	<b>100% of applicable MHA</b>
	<b>Second six months of training</b>	<b>80% of applicable MHA</b>
	<b>Third six months of training</b>	<b>60% of applicable MHA</b>
	<b>Fourth six months of training</b>	<b>40% of applicable MHA</b>
	<b>Remaining pursuit of training</b>	<b>20% of applicable MHA</b>

The stipend is reduced 20% every six months, until it equals 20% of the Monthly Housing Allowance, as the Veteran's wages regularly increase until the Veteran has attained journeyman status and pay. Second, the Post-9/11 GI Bill also pays up to \$83 per month for books and supplies in a lump sum. See our rate table showing stipend payments for other GI Bill programs.

Approved employers can use this benefit as a recruiting tool by using wages plus stipend to attract Veteran candidates. This training is not available to active duty Servicemembers or their spouses using a transferred benefit.

## Conditions Prior to Approval (VA)

Prior to approval, the following conditions must be met:

- Availability of qualified journey workers to provide close supervision to trainees throughout the training program.
- Ability to maintain records for each trainee. At a minimum, records should include
  - Job assignments
  - Promotions/demotions
  - Layoffs/terminations
  - Rates of pay
  - Progress in training as outlined in the work processes
  - Hours of training given monthly in each process, and

- Overall progress evaluations made at least each 3 months
- Credit must be given for previous training and experience, and the length of the program reduced proportionately.
  - Trainees who are granted credit must be placed into the appropriate step of the wage progression scale
- A copy of the approved training agreement must be provided to the trainee and VA.
- The wages paid to VA trainees will not be less than wages paid to trainees who are not eligible for VA benefits.
- The beginning wage will be at least 50% of the wage for a fully trained employee, periodic wage increases will be granted, and by the last full month of training the wage will be at least 85% of the wage for a fully trained employee, unless your establishment is operated by a Federal, State or local government.
- There is a reasonable certainty that the job for which the training is provided will be available to the trainee after training has been completed.


## Approval of Programs (VA)

The Director, Education Service, Veterans Benefits Administration, on behalf of the Secretary of Veterans Affairs, has authority to approve programs offered by agencies of the Federal Government, as well as programs related to interstate commerce carriers and railroads.

Under the provisions of 38 U.S.C. §3671, SAAs have approval authority over nonfederal OJT/APP training programs within their respective states. Employers wishing to have their OJT/APP program(s) approved must contact the SAA to begin the approval process. Employers wishing to obtain approval in multiple States must contact the SAAs within those States.

Approval requirements for both federal and non-federal OJT/APP programs are the same. When applying, the below information must be submitted to the VA ELR (federal) or SAA (non-federal):

- Employer's Application to Provide Job Training
- Training outline (schedule of major operations and tasks to be learned, including number of hours required over the duration of the program).
- For apprenticeships – Meet criteria standards of apprenticeships published by Department of Labor pursuant to 29 USC 50a.



Read our FAQ to learn more information regarding OJT & apprenticeship programs and how to apply.

## Registering Your Program (DOL)

The U.S Department of Labor's Office of Apprenticeship, works in conjunction with State Apprenticeship Agencies to administer the program nationally. These agencies are responsible for registering apprenticeship programs that meet federal and state standards; protecting the safety and welfare of apprentices; issuing nationally recognized and portable Certificates of Completion of Apprenticeship to apprentices; promoting the development of new programs through marketing and technical assistance; assuring that all programs provide high quality training; and assuring that all programs produce skilled and competent workers

Depending on your needs, there are multiple options for how you can register your program:

- **National Guideline Standards (NGS)** – NGS are generally appropriate for organizations with multiple chapters of affiliates across the country. NGS are useful when organizations seek to provide some level of consistency across their affiliates, but wish to allow for some ability to customize programs at the local level.
- **National Program Standards (NPS)** – NPS are generally appropriate for large national employers that wish to implement the same apprenticeship program across the country in multiple locations.
- **State Apprenticeship Program Standards** – Local programs are appropriate for apprenticeship programs operating in one state or region.

The Department of Labor has released two tools to assist you with starting an apprenticeship program:

- Quick Start Toolkit for Employers
- You can also register your program online using the Apprenticeship USA Registration Tool

For more information on the registration process, please see our contact list for your state representative.

# Registered Apprenticeship Sponsors

Industries today are constantly on the lookout for talent, and our nation's Veterans are a proven talent pool. The Departments of Veterans Affairs (VA) and Labor are working together to make GI Bill® approval for registered apprenticeship programs a seamless process.

If your program is currently a registered apprenticeship program, it qualifies to be “deemed approved” for the GI Bill®. To determine whether your program is eligible, it is best to first contact your SAA for advice and guidance.

To ensure that eligible Veterans in your Registered Apprenticeship program can receive GI Bill benefits, you will need to provide the following completed forms and information to your SAA:

- **Employer's Application to Provide Job Training - VA Form 22-8865**
  - Can be obtained from SAA representative
  
- **Designation of Certifying Official(s) – VA Form 22-8794**
  - Can be obtained from SAA representative
  
- **Registered Apprenticeship Program Standards**

Your SAA can authorize your Registered Apprenticeship program as “**Approved for the GI Bill®**” typically within 30 days. Then, VA can provide your eligible Veterans with the GI Bill educational assistance benefits they have earned. Please inform your Veteran apprentices they should visit the GI Bill website to complete their individual applications to receive benefits.

By taking this simple action, your organization is not only supporting your current eligible Veteran apprentices, but also ensuring that future Veterans you hire in the Registered Apprenticeship program can also receive their GI Bill benefits. We encourage you to inform your Veteran apprentices about the GI Bill benefits available and advertise your program's eligibility in your Veteran apprentice recruitment efforts.

Upon approval, we encourage you to include in your apprenticeship job openings that the positions are “**Approved for the GI Bill®**” in order to inform Veterans about their potential eligibility for those benefits as an apprentice with your organization. Please also include the following trademark disclaimer – “GI Bill®” is a registered trademark of the U.S. Department of Veterans Affairs (VA). More information about education benefits offered by VA is available at the GI Bill website.

# Employer Responsibility

Apprenticeship programs provide jobs to apprentices, oversee training development, and provide hands-on learning and technical instruction for apprentices.

As an employer/sponsor, you are the point of contact for Veterans enrolled in your program. Providing them with general information regarding your program will be one of your primary responsibilities. In addition, you will also be responsible for the following certification and recordkeeping requirements:

- Maintaining the Veterans files Verifying hours submitted to VA. The Certifying Official must have access to official payroll records or other official records that reflect hours worked.
- Completing and forwarding the initial and monthly Enrollment Certifications (VA Form 22-1999 and VA Form 22-6553d-1), and a copy of the signed training agreement to the VA Regional Processing Office.
- Evaluating and maintaining a record of previous education and training of Veterans and eligible persons, granting appropriate credit, shortening the course/program proportionately and notifying the trainee of the results of the evaluation. A copy of the trainee's notification should be retained in the file.
- Forwarding appropriate documentation to VA. This includes:
  - Copies of all Training Agreements
  - Notification of trainee withdrawal from a program
  - Changes in Certifying Officials
  - Changes in requirements for approved programs
  - Name and/or address changes for the organization or the primary Certifying Official

## Federal Statute References

**Source: 38 U.S.C. § 3677: Approval of Training On the Job**

**(a)** Any State approving agency may approve a program of training on the job (other than a program of apprenticeship) only when it finds that the job which is the objective of the training is one in which progression and appointment to the next higher classification are based upon skills learned through organized and supervised training on

the job and not on such factors as length of service and normal turnover, and that the provisions of subsections (b) and (c) of this section are met.

**(b)(1)** The training establishment offering training which is desired to be approved for the purposes of this chapter must submit to the appropriate State approving agency a written application for approval which, in addition to furnishing such information as is required by the State approving agency, contains a certification that—

**(A)** the wages to be paid the eligible veteran or person

**(i)** upon entrance into training, are not less than wages paid nonveterans in the same training position and are at least 50 per centum of the wages paid for the job for which the veteran or person is to be trained, and

**(ii)** such wages will be increased in regular periodic increments until, not later than the last full month of the training period, they will be at least 85 per centum of the wages paid for the job for which such eligible veteran or person is being trained; and

**(B)** there is reasonable certainty that the job for which the eligible veteran or person is to be trained will be available to the veteran or person at the end of the training period.

**(2)** The requirement under paragraph (1)(A)(ii) shall not apply with respect to a training establishment operated by the United States or by a State or local government.

**(3)** The requirement for certification under paragraph (1) shall not apply to training described in section 3452(e)(2) of this title.

**(c)** As a condition for approving a program of training on the job (other than a program of apprenticeship) the State approving agency must find upon investigation that the following criteria are met:

**(1)** The training content of the course is adequate to qualify the eligible veteran or person for appointment to the job for which the veteran or person is to be trained.

**(2)** The job customarily requires full-time training for a period of not less than six months and not more than two years.

**(3)** The length of the training period is not longer than that customarily required by the training establishments in the community to provide an eligible veteran or person with the required skills, arrange for the acquiring of job knowledge, technical information, and other facts which the eligible veteran or person will need to learn in order to become competent on the job for which the veteran or person is being trained.

(4) Provision is made for related instruction for the individual eligible veteran or person who may need it.

(5) There is in the training establishment adequate space, equipment, instructional material, and instructor personnel to provide satisfactory training on the job.

(6) Adequate records are kept to show the progress made by each eligible veteran or person toward such veteran's or person's job objective.

(7) No course of training will be considered bona fide if given to an eligible veteran or person who is already qualified by training and experience for the job.

(8) A signed copy of the training agreement for each eligible veteran or person, including the training program and wage scale as approved by the State approving agency, is provided to the veteran or person and to the Secretary and the State approving agency by the employer.

(9) That the course meets such other criteria as may be established by the State approving agency.

**Source: 38 U.S.C. § 3687: Apprenticeship or Other On-Job Training**

(a) An eligible veteran (as defined in section 3452(a)(1) of this title) or an eligible person (as defined in section 3501(a) of this title) shall be paid a training assistance allowance as prescribed by subsection (b) of this section while pursuing a full-time—

(1) program of apprenticeship approved by a State approving agency as meeting the standards of apprenticeship published by the Secretary of Labor pursuant to section 2 of the Act of August 16, 1937 (popularly known as the "National Apprenticeship Act") (29 U.S.C. 50a), or

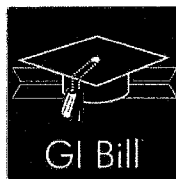
(2) program of other on-job training approved under provisions of section 3677 of this title, subject to the conditions and limitations of chapters 34 and 35 of this title with respect to educational assistance.

**NOTE: Federal OJT/APP program approvals must adhere to the same statute outlined above. However, per 38.U.S.C.S 3672, the Secretary has responsibility for the approval of courses of education offered by any agency of the Federal Government authorized under other laws to supervise such education.**

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**Source: 38 U.S.C. § 3672: Approval of Courses**

**(b)(1)** The Secretary shall be responsible for the approval of courses of education offered by any agency of the Federal Government authorized under other laws to supervise such education. The Secretary may approve any course in any other educational institution in accordance with the provisions of this chapter and chapters 34 and 35 of this title.



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**STATE OF WASHINGTON  
WASHINGTON STUDENT ACHIEVEMENT COUNCIL  
STATE APPROVING AGENCY**

*CRITERIA FOR APPROVAL OF ON-THE-JOB (OJT) TRAINING PROGRAMS*

Title 38, Code of Federal Regulations, Section 21.4262 provides the requirements which must be met by an establishment before approval can be given to offer training to eligible veterans and other persons for the purpose of receiving GI Bill education benefits.

An OJT program involves a job that is customarily learned in a practical way through a structured, systematic program of supervised, on-the-job training. It involves a job within which progression and appointment to the next higher classification are based upon skills learned through organized training on the job and not just on such factors as length of service and normal turnover. The training period must be one of full-time, compensated employment.

The following requirements must be met in order to obtain approval as an OJT program:

1. The job requires a period of training of ***not less than six months*** and ***not more than two years*** of employment and training.
2. The training content of the program must be adequate to qualify the trainee for appointment to the journey-level job for which he or she is being trained.
3. There must be an outline of the work processes and an allocation of the approximate amount of time to be spent in each major process in which the trainee will receive supervised experience.
4. There is reasonable certainty that the job for which the training is provided will be available to the trainee at the end of the training period.
5. The wages to be paid to the veteran trainee during the training period are not less than those paid to non-veteran trainees in similar training positions.
6. Except for veteran trainees in state or municipal OJT programs, the wages paid to a trainee at the beginning of training must be at least 50 percent of the wages paid to a journey-level worker. This should be equivalent to the first journey wage or the first step in the payment progression of a journey-level worker. In addition, there must be at least one wage increase during the training period, and not later than the last full month of training, the wages must be at least 85 percent of the wages paid to a journey-level employee. **(The last increase must be at 85%)**

For example, a journey-level worker begins at \$20 per hour. Since the beginning trainee wage must be at least 50 percent of the first journey rate, the trainee must begin at no less than \$10 per hour. The rate can, of course, be higher. There must be one wage increase within (not at the end of or after) the training period, and not later than the last

full month of training. That wage rate must be at least 85 percent of the first journey rate. Therefore, if this is a one-year training program beginning June 15 of year "X", by May 15 of the next year, the wage rate must be at least \$17 per hour.

7. Commission sales or other wage rates based on commissions, incentive pay, salary draws against commission, etc. are not approvable.
8. The length of the training period is not longer than that customarily required by similar establishments in the community to provide trainees with the required skills, technical information, and other facts necessary to become competent on the job for which they are being trained. The training period should also be consistent with the training indicators published by U.S. Department of Labor, Bureau of Apprenticeship and Training (BAT).
9. The establishment must have adequate space, equipment, instructional material, and instructor personnel to provide satisfactory training on the job.
10. Adequate records will be kept to show the progress made by the trainee toward his or her job objective.
11. Trainees will have any prior military or civilian training or experience evaluated. If applicable, credit toward completion of the program will be granted for such training or experience. The training period will be reduced proportionately, the veteran's training record will be annotated, and his or her wages will be advanced to the appropriate level on the scale.
12. A signed training agreement between the employer and the trainee will be required by the State Approving Agency (SAA).
13. The organization agrees to periodic review and evaluation of the trainee's progress in job performance and related instruction and the maintenance of appropriate progress, certification, and training hour records. All records are to be made available for review by the Department of Veterans Affairs (DVA) and the State Approving Agency upon request. Records are to be maintained by the employer or sponsor for three years following completion or termination of the veteran's program.
14. The training establishment must assure compliance with Title VI of the Civil Rights Act of 1964, (Public Law 88-352). Submission of DVA Form 10-1104, State of Assurance of Compliance With Equal Opportunity Laws is required.



## APPLICATION FOR APPROVAL ORGANIZATIONS OTHER THAN INSTITUTIONS OF HIGHER LEARNING

### PART I: GENERAL INFORMATION

1. TELL US WHAT TYPE OF COURSES OR PROGRAMS YOUR FACILITY PROVIDES AND WISH TO BE APPROVED FOR A VA EDUCATION BENEFITS *(Please select only one option per facility code. If your facility has more than one facility code, please fill out a new application for each facility code.)*

- NON-COLLEGE DEGREE.** A vocational, business school or public safety/training academy which offers certificate or diploma programs that do not lead to a standard college degree at the associate level or above. Programs approved at this facility must have a defined vocational objective and be measured in either credit or clock hours. *(Please complete Worksheet A only.)*
- VOCATIONAL FLIGHT SCHOOL.** Parts 141 and 142 flight training programs necessary for the attainment of a recognized vocational objective in the field of aviation. *(Please complete Worksheet B only.)*
- LICENSE/CERTIFICATION EXAM.** An organization that issues licenses or certifications demonstrating a level of knowledge or skill required to enter into, maintain, or advance in employment and is generally accepted with government, business, or industry standards. *(Please complete Worksheet C only.)*
- PREPARATORY COURSES FOR LICENSE/CERTIFICATION.** An organization which offers programs to prepare an individual for a licensing or certification test that is required or used to enter into, maintain, or advance in employment in a predetermined and identified vocation or profession. These facilities do not receive tuition payments directly from the VA and veterans are not paid a monthly housing allowance. Instead, veterans are eligible to submit for tuition reimbursement. *(Please complete Worksheet D only.)*
- CORRESPONDENCE SCHOOL.** A program of education exclusively by correspondence, or the correspondence portion of a combination correspondence-residence course leading to a vocational objective, that is offered by an accredited educational institution. *(Please complete Worksheet E only.)*
- HIGH SCHOOL.** A public or private secondary school which offers a standard high school diploma as recognized by the state in which the school is operating. *(Please complete Worksheet F only.)*
- APPRENTICESHIP OR ON-THE-JOB TRAINING.** A program of apprenticeship as meeting the standards of apprenticeship published by the Secretary of Labor pursuant to the National Apprenticeship Act, or a program of training on the job in which the objective of progression and appointment to the next higher classification is based upon skills learned through organized and supervised training on the job and not on such factors as length of service and normal turnover. *(Please complete Worksheet G only.)*
- MULTI-STATE APPRENTICESHIP TRAINING.** Apprenticeship sponsors that have a multi-state apprenticeship program registered and approved by the U.S. Department of Labor's Office of Apprenticeship to operate nationally requesting approval from the SAA with jurisdiction over the state in which the sponsor is headquartered. *(Please complete Worksheet H only.)*

**REVIEW OF PROGRAMS - YOU MUST ALSO SUBMIT THE LIST OF PROGRAMS OR EXAMS FOR WHICH YOU ARE REQUESTING APPROVAL ON A SEPARATE FORM PROVIDED BY THE STATE APPROVING AGENCY.**

2A. NAME OF ORGANIZATION	2B. VA FACILITY CODE <i>(If known)</i>
3A. PHYSICAL ADDRESS	3B. MAILING ADDRESS <i>(If same, leave blank)</i>
4. ORGANIZATION WEBSITE ADDRESS	

### PART II: INSTITUTION CONTACTS

5A. NAME OF SCHOOL CERTIFYING OFFICIAL <i>(Leave blank for initial application)</i>	5B. SCHOOL CERTIFYING OFFICIAL EMAIL ADDRESS <i>(Leave blank for initial application)</i>
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### PART III: CERTIFICATION AND SIGNATURE OF AUTHORIZING OFFICIAL

**6. ADDITIONAL DOCUMENTATION - THE STATE APPROVING AGENCY AND/OR VA MAY REQUIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO PROCESS A FACILITY APPROVAL AND MEET APPLICABLE STATE OR LOCAL LAWS.**

**I CERTIFY THAT** the catalog or bulletin, along with all statements or additional documentation submitted with this application, are certified as true and correct in content and policy to the best of my knowledge and belief.

6A. NAME OF AUTHORIZING OFFICIAL	6B. SIGNATURE OF AUTHORIZING OFFICIAL	6C. DATE SIGNED <i>(MM/DD/YYYY)</i>
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**PRIVACY ACT INFORMATION:** VA will not disclose information collected on this form to any sources other than what has been authorized under the Privacy Act of 1974 or Title 38, Code of Federal Regulations, Section 1.526 for routine uses (e.g. VA sends education forms or letters with a veteran's identifying information to the veteran's school or training establishment to (1) assist the veteran in the completion of claims forms or (2) for the VA to obtain further information as may be necessary from the school for the VA to properly process the veteran's education claim or to monitor his or her progress during training as identified in the VA System of Records, 58VA21/22/28, Compensation, Pension, Education and Veteran Readiness and Employment Records - VA, published in the Federal Register.

**RESPONDENT BURDEN:** An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this project is 2900-0932, and it expires April 30, 2027. Public reporting burden for this collection of information is estimated to average 8 hours per respondent, per year, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate and any other aspect of this collection of information, including suggestions for reducing the burden, to VA Reports Clearance Officer at [VACOPaperworkReduAct@va.gov](mailto:VACOPaperworkReduAct@va.gov). Please refer to OMB Control No. 2900-0932 in any correspondence. Do not send your completed VA Form 22-10288 to this email address. The respondent population for this form are educational training institutions that work coordinately with third-party State Approving Agencies. We need this information to determine whether your institution can have programs approved by a State Approving Agency for the purpose of VA Educational Benefits.

**WORKSHEET A - NON-COLLEGE DEGREE**

**PART I OF WORKSHEET A: GENERAL INFORMATION**

**REVIEW OF PROGRAMS - YOU MUST ALSO SUBMIT THE LIST OF PROGRAMS FOR WHICH YOU ARE REQUESTING APPROVAL ON A SEPARATE FORM PROVIDED BY THE STATE APPROVING AGENCY.**

1. TELL US WHY YOU ARE SUBMITTING THIS APPLICATION

- INITIAL APPLICATION.** This is a request for an initial approval to be designated as an institution with programs eligible for participation in VA GI Bill® benefit programs.
- RE-APPROVAL.** This is a request for a full re-approval of currently approved GI Bill programs, and may include a request for approval of one or more additional program(s).
- APPROVAL UPDATES.** This is a request for approval of one or more additional program(s) based on an addendum published for a currently approved catalog.

2. EXTENSIONS: PLEASE LIST EXTENSION CAMPUSES FOR WHICH YOU ARE SEEKING APPROVAL, INCLUDING THE CAMPUS NAME AND COMPLETE MAILING ADDRESS.

2A. EXTENSION CAMPUS NAME	2B. COMPLETE ADDRESS

3. EXTENSIONS: PLEASE LIST OTHER PREVIOUSLY APPROVED OFF-CAMPUS LOCATIONS, INCLUDING COMPLETE MAILING ADDRESS AND FACILITY CODES FOR EACH OFF-CAMPUS LOCATION.

3A. EXTENSION CAMPUS NAME	3B. COMPLETE ADDRESS	3C. VA FACILITY CODE <i>(if known)</i>

4A. IF MORE THAN FOUR EXTENSIONS, PLEASE ATTACH A COPY OF THE COMPLETE LIST OF EXTENSIONS WITH YOUR APPLICATION.

4B. IF WITHDRAWING OR ADDING AN EXTENSION LOCATION, PLEASE INDICATE ANY CHANGES IN THE REMARKS SECTION.

4C. THE INSTITUTION IS CLASSIFIED AS:

- PUBLIC     PRIVATE-FOR-PROFIT     PRIVATE-NONPROFIT

5. HAS THE FACILITY BEEN CONTINUALLY IN OPERATION, ENROLLING STUDENTS, AND ABLE TO CONFER DIPLOMAS OR CERTIFICATES FOR THE PREVIOUS 24-MONTH PERIOD?

- YES     NO *(If "No," please do not proceed filling out this form.)*

6. HAS THE FACILITY EXPERIENCED A CHANGE-OF-OWNERSHIP IN THE PREVIOUS 24-MONTH PERIOD?

- YES     NO *(If "Yes," provide details below. Include relevant dates and details on the impact these changes had on the facility.)*

7. WHAT IS THE STATE GOVERNING BODY THAT AUTHORIZES YOUR FACILITY TO OPERATE? *(If you are exempt from state authorization, please cite the reason your facility is exempt.)*

8. THE INSTITUTION IS CLASSIFIED AS:

- ACCREDITED     NONACCREDITED

9. IF APPLICABLE, PROVIDE NAME(S) OF INSTITUTIONAL ACCREDITING AGENCIES RECOGNIZED BY THE U.S. DEPARTMENT OF EDUCATION.

**PART I OF WORKSHEET A: GENERAL INFORMATION (Continued)**

10. WHAT TYPE OF TRAINING MODALITIES ARE YOU REQUESTING APPROVAL? (You may check more than one box. Not all modalities are approvable for all facilities. The State Approving Agency will make a determination of which training modalities are approvable at your facilities.)

- RESIDENT TRAINING.** Face-to-face interaction of instructor and student in the same physical location during regularly scheduled times throughout the term or school program
- NON-RESIDENT TRAINING - DISTANCE LEARNING.** Interaction between the student and instructor (who is physically separated from the student) through use of communications technology instead of regularly scheduled class sessions.
- INDEPENDENT STUDY.** Consists of a prescribed program of study with provision for interaction between the student and regularly employed faculty of the institution of higher learning. The interaction may be personally or through use of communications technology, including mail, telephone, videoconferencing, computer technology (to include electronic mail), and the electronic means. It is offered without any regularly scheduled, conventional classroom or laboratory sessions and is not considered a cooperative course, farm cooperative course, or correspondence course.
- CONTRACTED COURSE.** All or part of the program of education of a school may be provided by another school or entity under contract. Such school or entity actually providing the training must obtain approval of the course from the State Approving Agency in the State having jurisdiction of that school or entity before the course is approved for VA education benefits.
- REMEDIAL/DEFICIENCY TRAINING.** Any secondary level course or subject not previously completed satisfactorily which is specifically required for pursuit of a postsecondary program of education. (NOTE: Remedial/Deficiency Training cannot be certified in a distance learning/online modality.)
- SUPERVISED PRACTICAL TRAINING.** Academic training that includes internship, practicum, and other occupational based instruction that is required for program completion. The student must remain enrolled in the school during these courses and be under the direction and supervision of the school.
- COOPERATIVE COURSE.** A full-time program of education which consists of institutional courses and alternate phases of training in a business or industrial establishment with the training in the business of industrial establishment being strictly supplemental to the institutional portion.
- FARM COOPERATIVE COURSE.** A program of education consisting of institutional agricultural courses pursued by an eligible person who is concurrently engaged in agricultural employment which is relevant to such institutional course and provides training on a reduced basis.
- COMBINATION CORRESPONDENCE-RESIDENCE COURSE.** A program of education may be pursued partly in residence and partly by correspondence. To be approved for this modality, please contact the State Approving Agency for an application to have the correspondence portion of the coursework approved.
- OTHER.** (Specify) \_\_\_\_\_

**PART II OF WORKSHEET A: INFORMATION REGARDING FACILITY CATALOG OR OTHER FACILITY PUBLICATIONS**

**NOTE:** If the facility only uses brochures and not a formal catalog, the State Approving Agency will treat the brochures as a catalog for this review process. All information requested must still be provided in the school's written brochures.

11. PROVIDE THE FOLLOWING INFORMATION SHOWN IN THE FACILITY'S CATALOG/PUBLICATIONS.

**ALL FACILITIES MUST COMPLETE THE BELOW AREAS:**

11A. INFORMATION REQUESTED	11B. PUBLICATION IDENTIFYING DATA (If applicable - The document(s) should include volume, number, and date of publication.)	11C. INFORMATION PROVIDED ON PAGE(S)
FACILITY'S NAME, ADDRESS, AND TELEPHONE NUMBER		
LISTING OF INSTITUTION'S ADMINISTRATORS AND SCHOOL OFFICIALS		
CALENDAR OF THE SCHOOL SHOWING HOLIDAYS, BEGINNING AND ENDING DATE OF EACH TERM, AND OTHER IMPORTANT DATES		
INSTITUTION'S GRADING SYSTEM		
INSTITUTION'S GRADUATION REQUIREMENTS		
ACADEMIC PROBATION, SUSPENSION, AND REENTRANCE POLICIES		
INSTITUTION MAINTAINS RECORDS OF GRADES AND TRANSCRIPTS (MINIMUM OF THREE YEARS)		
<b>IF APPLICABLE:</b> INSTITUTION'S ATTENDANCE POLICY		
INSTITUTION'S POLICY ON GRANTING CREDIT FOR PRIOR EDUCATION AND TRAINING (FACILITY MUST OBTAIN A WRITTEN RECORD OF PRIOR EDUCATION AND TRAINING (INCLUDING MILITARY TRAINING), GRANTING OF CREDIT WHEN APPROPRIATE, AND SHORTENING OF PROGRAM ACCORDINGLY)		
<b>ACCREDITED FACILITIES ONLY:</b> U.S. DEPARTMENT OF EDUCATION RECOGNIZED ACCREDITATIONS FOR THE FACILITY		
INSTITUTION'S POLICY RELATING TO STUDENT CONDUCT AND CONDITIONS FOR DISMISSAL FOR UNSATISFACTORY CONDUCT		

**PART II OF WORKSHEET A: INFORMATION REGARDING FACILITY CATALOG OR OTHER FACILITY PUBLICATIONS (Continued)**

11A. INFORMATION REQUESTED	11B. PUBLICATION IDENTIFYING DATA (If applicable - The document(s) should include volume, number, and date of publication.)	11C. INFORMATION PROVIDED ON PAGE(S)
LISTING OF PROGRAM DESCRIPTIONS AND/OR OUTLINES		
<b>NON-ACCREDITED FACILITIES MUST ITEMIZE:</b> SUBJECTS OR UNITS IN THE COURSE, TYPE OF WORK, OR SKILL TO BE LEARNED, AND APPROXIMATE TIME AND CLOCK HOURS TO BE SPENT ON EACH SUBJECT OR UNIT (INCLUDING BREAKDOWN OF THEORY AND SHOP HOURS)		
DESCRIPTION OF AVAILABLE SPACE, FACILITIES, AND EQUIPMENT		
EVIDENCE THAT THE EDUCATIONAL AND EXPERIENCE QUALIFICATIONS OF DIRECTORS, ADMINISTRATORS, AND INSTRUCTORS TEACHING COURSES FOR WHICH APPROVAL IS SOUGHT, ARE ADEQUATE		
EVIDENCE THAT COURSES OR PROGRAMS DESIGNED TO PREPARE AN INDIVIDUAL FOR STATE LICENSURE OR CERTIFICATION MEET ALL LICENSURE OR CERTIFICATION REQUIREMENTS (May be included within the listing or programs submitted for approval)		
EVIDENCE THAT COURSES OR PROGRAMS DESIGNED TO PREPARE AN INDIVIDUAL FOR EMPLOYMENT IN AN OCCUPATION THAT REQUIRES STATE APPROVAL, LICENSURE, OR CERTIFICATIONS MEETS SUCH STANDARDS (May be included within the listing or programs submitted for approval)		
IF APPLICABLE: DESCRIPTIONS OF BASIC SKILLS, REMEDIAL OR DEFICIENCY SUBJECTS, INCLUDING ENGLISH AS A SECOND LANGUAGE (ESL), HIGH SCHOOL COMPLETION OPTIONS (GED ETC.), AND OTHER SPECIAL OR ALTERNATIVE LEARNING SUBJECTS		
<b>NON-ACCREDITED FACILITIES MUST COMPLETE THE BELOW AREAS:</b>		
DETAILED LISTING OF FACILITY'S TUITION, FEES, AND OTHER CHARGES		
NAME OF GOVERNING BODY, CORPORATE OWNER, AND BOARD MEMBERS		
NAMES AND QUALIFICATIONS OF SCHOOL FACULTY		
ATTENDANCE POLICY WHICH INCLUDES: 1. EXCUSED/UNEXCUSED ABSENCES; 2. TARDINESS; 3. EXCESSIVE ABSENCES; 4. MAKE-UP WORK; AND 5. INTERRUPTION FOR UNSATISFACTORY ATTENDANCE		
INSTITUTION'S REFUND POLICY (NON-ACCREDITED SCHOOLS MUST HAVE A PRO RATA POLICY NOT TO EXCEED THE TOTAL CHARGES THAT THE NUMBER OF DAYS OR HOURS OF PROGRAM COMPLETED BEARS TO THE TOTAL LENGTH OF THE PROGRAM. THE NON-REFUNDABLE PORTION OF REGISTRATION FEES WILL NOT EXCEED \$10.00)		
SCHOOL POLICY ON ADMISSIONS/ENROLLMENT WITH RESPECT TO ENROLLMENT DATES AND SPECIFIC ENTRANCE REQUIREMENTS FOR EACH COURSE		
<b>NOTE:</b> Provide an addendum on institution letterhead signed by the facility authorizing official for any information requested above that is not currently listed in the school catalog or other school publication.		
<b>REVIEW OF PROGRAMS - YOU MUST ALSO SUBMIT THE LIST OF PROGRAMS FOR APPROVAL ON A SEPARATE FORM PROVIDED BY THE STATE APPROVING AGENCY FOR WHICH YOU ARE REQUESTING APPROVAL.</b>		

**PART III OF WORKSHEET A: INFORMATION REGARDING OPERATIONAL STATUS OF THE FACILITY**

12. HAS ANY FEDERAL OR STATE GOVERNMENT ENTITY TAKEN ADVERSE REGULATORY ACTION AGAINST THE FACILITY SUCH AS PLACING THE FACILITY ON A PROVISIONAL CERTIFICATION STATUS OR OTHER PUNITIVE ACTION?

YES     NO (If "Yes," explain the circumstances that led to the adverse regulatory action below.)

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13A. HAS THE FACILITY BEEN NAMED AS A DEFENDANT IN ANY LITIGATION RELATED TO ITS TRAINING PROGRAMS?

YES     NO (If "Yes," explain the circumstances and the result of the litigation below.)

**PART III OF WORKSHEET A: INFORMATION REGARDING OPERATIONAL STATUS OF THE FACILITY (Continued)**

13B. ACCREDITED FACILITIES ONLY: DOES THE FACILITY PARTICIPATE IN A PROGRAM UNDER TITLE IV WITH THE U.S. DEPARTMENT OF EDUCATION?

- YES (If "Yes," please list your OEID number: \_\_\_\_\_)
- NO (If "No," please contact the State Approving Agency to determine if your facility is eligible for exemption of this requirement.)

14. ACCREDITED FACILITIES ONLY: HAS THE FACILITY BEEN SUBJECT TO PROBATION, SUSPENSION, AN ORDER TO SHOW CAUSE RELATING TO THE EDUCATIONAL INSTITUTION'S ACADEMIC POLICIES AND PRACTICES OR TO ITS FINANCIAL STABILITY OR REVOCATION OF ACCREDITATION?

- YES  NO (If "Yes," explain the circumstances and the result of the litigation below.)

15. NON-ACCREDITED FACILITIES ONLY: THE FACILITY IS FINANCIALLY SOUND AND CAPABLE OF FULFILLING ITS COMMITMENTS FOR TRAINING. THE FACILITY AGREES TO SUBMIT WITH THIS APPLICATION FINANCIAL DOCUMENTATION TO SUBSTANTIATE FINANCIAL SOUNDNESS. (Examples of documentation may include copies of tax returns, or financial reports that report the financial position of the institution or establishment, as prepared by any appropriate third-party entity. New facilities are requested to submit 24 months of financial data to determine financial soundness. Please contact your SAA for additional guidance if needed.)

- YES  NO (If "No," explain the circumstances below.)

16. NEW FACILITIES ONLY - PLEASE SUBMIT DOCUMENTATION IDENTIFYING THE FOLLOWING:

- The number of students who have entered and graduated from all programs during the preceding two-year period and;
- If available, the cohort default rate for funds provided to the institution under Title IV of the Higher Education Act of 1965.

**PART IV OF WORKSHEET A: FACILITY CERTIFICATION AND ACKNOWLEDGMENTS**

17. ALL FACILITIES - THE INSTITUTION CERTIFIES THE FOLLOWING STATEMENTS:

- The institution complies with all applicable laws and regulations relating to the approval of courses of education.
- During the five-year period preceding the date of this application, the institution has not been subject to, or been party to a contract with any individual or entity that has been subject to:
  - Any adverse administrative or judicial action that's related to the instruction or training, including with respect to the quality of education, provided by the institution or establishment; and resulted in a fine or penalty in an amount equal to or more than five percent of the amount of funding provided to the institution or establishment under Title IV of the Higher Education Act of 1965 for the fiscal year preceding the year in which the application is submitted;
  - Or has not employed an individual or been party to a contract with any individual or entity, that has been convicted of a Federal fraud charge related to the instruction or training provided by the institution or establishment.

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18. ALL FACILITIES - THE INSTITUTION MUST RETAIN THE RECORDS AND ACCOUNT INFORMATION OF VA STUDENTS FOR THREE YEARS FOLLOWING THE ENDING DATE OF THE LAST PERIOD OF ATTENDANCE CERTIFIED TO VA. THE INSTITUTION MUST MAKE THESE RECORDS AVAILABLE FOR INSPECTION UPON REQUEST FOR THE PURPOSE OF VERIFICATION OF COMPLIANCE WITH THE FOLLOWING PROGRAM REQUIREMENTS:

- Maintain sufficient records to show the progress of each VA student and to promptly inform VA when the conduct or progress of any VA student is not satisfactory in accordance with the regularly prescribed standards and practices of the institution.
- Institution will evaluate credit for previous education and training of VA students and shorten the training program appropriately.
- Institution only admits students meeting admission standards into programs and if enrollment agreements are used, are completed, and signed by each student.
- Institution will only certify to VA courses that are required for the completion of the student's program.
- Institution will charge both VA and Non-VA students the same tuition, fees, and other related miscellaneous amounts for the costs of attendance.
- Institution can establish the last date of attendance and report to VA within 30 days of the date a date an eligible VA student formally withdraws from the school or ceases to attend classes.
- The institution will agree to promptly inform VA when it comes to the school's attention that any VA student:
  - Has changes in hours of credit or attendance, or
  - Has interrupted or discontinued a course or program of study, giving the date(s) of withdrawal, and the reason(s), if known, or
  - Completed/graduated from the program, or
  - Receives grade(s) for any course(s) that will not be used when computing graduation requirements.

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**PART IV OF WORKSHEET A: FACILITY CERTIFICATION AND ACKNOWLEDGMENTS (Continued)**

**19. ALL FACILITIES - INSTITUTION UNDERSTANDS THE FOLLOWING IMPORTANT PROGRAM REQUIREMENTS AND/OR LIMITATIONS:**

- Institution will be financially responsible to VA for the payments made directly to the educational institution pursuant to the Post-9/11 GI Bill and GI Bill. GI Bill Educational Enhancement Program.
- Any such individual must be permitted to attend or participate from the period that they submit their "Certificate of Eligibility" demonstrating entitlement until payment is made or 90 days after certification.
- For students that have provided your facility with a Certificate of Eligibility, the educational institution will not impose any penalty including the assessment of late fees, the denial of access to classes, or other institutional facilities or require that VA students borrow funds due to VA-delayed disbursement of funding.
- Institution must select an employee to act as a VA contact person (School Certifying Official) and will complete a new VA Form 22-8794, Designation of Certifying Official, whenever an employee is added or removed from the role.
- Any educational institution that has 100 or more students certified using VA education benefits must have VA Annual Reporting Fees (ARFs) deposited into an account that is separate general fund. Institutions with less than 100 students may deposit VA Annual Reporting Fees (ARFs) into either a merged or general funds account. Regardless of the number of VA students, the ARF funds must be used to support certifying enrollments or other veteran programs.
- The institution must either:
  - (a) Utilize the U.S. Department of Education College Financing Plan (Shopping Sheet), **OR**
  - (b) Prior to the enrollment of a student, the institution must provide the individual with information regarding the following: graduation rates; if available, job-placement rates for graduation of the course; information regarding the acceptance of institution transfer of credits, including military credits; any conditions or additional requirements, including training, experience, or examinations, required to obtain the license, certification, or approval for which the course of education is designed to provide preparation; and other information to facilitate comparison by the individual of aid packages offered by different educational institutions.
- **Accredited Schools Only** - The facility acknowledges the facility may be suspended or withdrawn from eligibility if the facility is the subject of a negative action, including sanction or probation, made by the institution's accrediting agency.
- **Nonaccredited Schools Only** - Any institution which fails to forward any refund due within 40 days after such a change in status, shall be deemed, prima facie, to have failed to make a prompt refund.

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**20. ALL FACILITIES - INSTITUTIONS THAT PARTICIPATE IN VA GI BILL PROGRAMS MUST AGREE TO ELECTRONIC FUNDS TRANSFER (EFT) - DIRECT DEPOSIT TRANSACTIONS FOR THE PAYMENT OF FUNDS OWED TO THE INSTITUTION.**

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**NOTE:** If your school does not charge tuition and you do not wish to receive an annual reporting fee payment for certifying these students, you may decline participation in EFT. Please contact your SAA for more information.

**21. NONACCREDITED FACILITIES ONLY - THE FOLLOWING ARE REQUIREMENTS FOR PARTICIPATION. SAAs MUST BE ABLE TO VERIFY THE FOLLOWING INFORMATION USING THE SUBMITTED DOCUMENTATION OR OTHER PUBLISHED INFORMATION.**

- The institution complies with all local, city, county, municipal, state, and federal regulations such as fire, building, and sanitation codes.
- The institution's owners, administrators, and directors are of good reputation and character to provide quality training.
- Courses taught at this facility are consistent in quality, content, and length with similar courses in public schools and other private schools in the State, with recognized accepted standards.

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**PART V OF WORKSHEET A: SUBMISSION OF MARKETING MATERIALS**

**REVIEW OF ADVERTISING AND MARKETING - WITH THIS APPLICATION, YOU MUST ALSO SUBMIT ADVERTISING OR RECRUITING MATERIALS YOUR FACILITY USES.**

- A copy of recruiting or advertising materials you may use. The SAA is required to review any information that advertises GI Bill or veteran's benefits. (Advertising may include but is not limited to: Scanned brochures, Internet advertising markups, newspaper inserts, etc.)
  - Please include information about any third-party contracts or organizations you may use to recruit students.
- Any graduation rates/placement rate data you may publish, with a citation of the source for this data.

The SAA may request additional information or advertising or advertising submissions.

**INSTITUTION UNDERSTANDS THE FOLLOWING IMPORTANT REQUIREMENTS AND/OR LIMITATIONS REGARDING ADVERTISING PRACTICES:**

- Institution will not engage in advertising and/or enrollment practices of any type, which are erroneous, deceptive, or misleading either by actual statement, omission, or intimation. This includes any of the following practices:
  - **Misleading Statements:** Communication, action, omission, or intimation made in writing, visually, orally, or through other means, that has the likelihood or tendency to mislead the intended recipient of the communication under the circumstances in which the communication is made. Such term includes the use of student endorsements or testimonials for an educational institution that a student gives to the institution either under duress or because the institution required the student to make such an endorsement or testimonial to participate in a program of education.
  - **Misrepresentation:** Any false, erroneous, or misleading statement, action, omission, or intimation made directly or indirectly to a student, a prospective student, the public, an accrediting agency, a state agency, or to the Secretary by an eligible institution, one of its representatives, or any person with whom the institution has an agreement to provide education programs, marketing, advertising, recruiting or admissions services.
  - **Substantial Misrepresentation:** Misrepresentation in which the person to whom it was made could reasonably be expected to rely, or has reasonably relied, to that person's detriment.
  - **Limitations on Commissions, Bonuses, and Other Incentive Payments:** An educational institution with a course or program of education approved and/or entity that owns such an educational institution, shall not provide any commission, bonus, or other incentive payment 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.
  - **Aggressive Enrollment Practices:** Carries out deceptive or persistent enrollment practices, including on military installations, that consist of any automatic renewal of enrollment in courses and programs of education, enrollment in a course or program.
  - **Aggressive Recruiting:** Carries out deceptive or persistent recruiting practices, including on military installations, that consist of making three or more unsolicited contacts to a covered individual by phone, email, in-person, during a 1-month period or engaging in same-day recruitment and registration.
  - **Lead Generating Activity:** Any internal persons or third-party entity receiving any compensation directly or indirectly based upon initiating GI Bill beneficiary interest to secure GI Bill enrollments, course or program completions by a student, or financial aid in an education and training institution with at least one approved GI Bill program.

**PART V OF WORKSHEET A: SUBMISSION OF MARKETING MATERIALS (Continued)**

- The institution does not pay inducements, including any gratuity, favor, discount, entertainment, hospitality, loan, transportation, lodging, meals, or other item having monetary value of more than a de minimis amount, to any individual entity or its agents including third party lead generators or marketing firms other than salaries paid to employees or fees paid to contractors, in conformity with all applicable laws for the purpose of securing enrollments of covered individuals or obtaining access to educational assistance under Title 38, with the exception of scholarships, grants, and tuition reductions provided by the educational institution.
- Institutions are prohibited from using "GI Bill" in any manner that directly or indirectly implies a relationship affiliation, or endorsement affiliation with the Department of Veterans Affairs.
- Institution agrees to adhere to the VA GI Bill Trademark Terms of Use. If you choose to use the words "GI Bill" in advertising, the trademark symbol "®" should be placed at the upper right corner of the trademarked phrase in the most prominent place at first usage; such as the title of a brochure, form, or the very top of web pages and the following trademark attribution notice must be prominently visible: "GI Bill® is a registered trademark of the U.S. Department of Veterans Affairs (VA)." More information can be found at [Trademark Terms of Use - Education and Training \(va.gov\)](#).

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**PART VIII OF WORKSHEET A: OTHER INFORMATION SUBMITTED**

22. REMARKS (If you need more space, please attach the additional remarks to the application.)

**WORKSHEET B - VOCATIONAL FLIGHT SCHOOL**

**PART I OF WORKSHEET B: INFORMATION REGARDING FACILITY CATALOG OR OTHER FACILITY PUBLICATIONS**

**REVIEW OF PROGRAMS - YOU MUST ALSO SUBMIT THE LIST OF PROGRAMS FOR WHICH YOU ARE REQUESTING APPROVAL ON A SEPARATE FORM PROVIDED BY THE STATE APPROVING AGENCY.**

1. TELL US WHY YOU ARE SUBMITTING THIS APPLICATION

- INITIAL APPLICATION.** This is a request for an initial approval to be designated as an institution with programs eligible for participation in VA GI Bill® benefit programs.
- RE-APPROVAL.** This is a request for a full re-approval of currently approved GI Bill programs and may include a request for approval of one or more additional program(s).
- APPROVAL UPDATES.** This is a request for approval of one or more additional program(s) based on an addendum published for a currently approved catalog or a newly issued catalog.

2. TRAINING SITES: PLEASE LIST TRAINING SITES FOR WHICH YOU ARE SEEKING APPROVAL, INCLUDING THE NAME OF THE OFF-SITE LOCATION, AND COMPLETE MAILING ADDRESS.

2A. EXTENSION CAMPUS NAME	2B. COMPLETE ADDRESS

3. TRAINING SITES: PLEASE LIST PREVIOUSLY APPROVED TRAINING SITES, INCLUDING THE NAME OF THE OFF-SITE LOCATION, AND COMPLETE MAILING ADDRESS.

3A. EXTENSION CAMPUS NAME	3B. COMPLETE ADDRESS

4A. IF MORE THAN FOUR OFF-SITE LOCATIONS, PLEASE ATTACH A COPY OF THE COMPLETE LIST OF OFF-SITE LOCATIONS WITH YOUR APPLICATION. *(If withdrawing from an off-campus location, please indicate so.)*

4B. IF WITHDRAWING OR ADDING AN OFF-SITE LOCATION, PLEASE INDICATE ANY CHANGES IN THE REMARKS SECTION.

4C. THE INSTITUTION IS CLASSIFIED AS:

- PUBLIC     PRIVATE-FOR-PROFIT     PRIVATE-NONPROFIT

4D. PLEASE SPECIFY THE TYPE OF TRAINING FACILITY.

- PART 141     PART 142

4E. HAS THE FACILITY BEEN CONTINUALLY IN OPERATION, ENROLLING STUDENTS, AND ABLE TO CONFERE DIPLOMAS OR CERTIFICATES FOR THE PREVIOUS 24-MONTH PERIOD?

- YES     NO *(If "No," please do not proceed filling out this form.)*

4F. HAS THE FACILITY EXPERIENCED A CHANGE-OF-OWNERSHIP IN THE PREVIOUS 24-MONTH PERIOD?

- YES     NO *(If "Yes," provide details below. Include relevant dates and details on the impact these changes had on the facility.)*

**PART II: INFORMATION REGARDING FACILITY CATALOG OR OTHER FACILITY PUBLICATIONS**

**NOTE:** If the facility only uses brochures and not a formal catalog, the State Approving Agency will treat the brochures as a catalog for this review process. All information requested must still be provided in the school's written brochures.

5. PROVIDE THE FOLLOWING INFORMATION SHOWN IN THE FACILITY'S CATALOG/PUBLICATIONS.

**ALL FACILITIES MUST COMPLETE THE BELOW AREAS:**

5A. INFORMATION REQUESTED	5B. PUBLICATION IDENTIFYING DATA <i>(If applicable - The document(s) should include volume, number, and date of publication.)</i>	5C. INFORMATION PROVIDED ON PAGE(S)
FACILITY'S NAME, ADDRESS, AND TELEPHONE NUMBER		

**PART II: INFORMATION REGARDING FACILITY CATALOG OR OTHER FACILITY PUBLICATIONS (Continued)**

5. PROVIDE THE FOLLOWING INFORMATION SHOWN IN THE FACILITY'S CATALOG/PUBLICATIONS.

**ALL FACILITIES MUST COMPLETE THE BELOW AREAS:**

5A. INFORMATION REQUESTED	5B. PUBLICATION IDENTIFYING DATA (If applicable - The document(s) should include volume, number, and date of publication.)	5C. INFORMATION PROVIDED ON PAGE(S)
A LIST OF INDIVIDUALS WHO WILL SERVE AS FULLY QUALIFIED INSTRUCTORS AND INDIVIDUALS WHO WILL SERVE AS CAREER SERVICES EMPLOYEES FOR STUDENTS		
INSTITUTION'S GRADING SYSTEM		
INSTITUTION'S GRADUATION REQUIREMENTS		
ACADEMIC PROBATION, SUSPENSION, AND REENTRANCE POLICIES		
INSTITUTION MAINTAINS RECORDS OF GRADES AND TRANSCRIPTS (MINIMUM OF THREE YEARS AFTER STUDENT LAST ATTENDS)		
IF APPLICABLE: INSTITUTION'S ATTENDANCE POLICY		
INSTITUTION'S POLICY ON GRANTING CREDIT FOR PRIOR EDUCATION AND TRAINING (FACILITY MUST OBTAIN A WRITTEN RECORD OF PRIOR EDUCATION AND TRAINING (INCLUDING MILITARY TRAINING), GRANTING OF CREDIT WHEN APPROPRIATE, AND SHORTENING OF PROGRAM ACCORDINGLY)		
EXACT DESCRIPTION OF THE PROGRAM AND OFFERED COURSES		
COST OF EACH COURSE SHOWING EVIDENCE OF TYPES OF PAYMENT (HOURLY, FLAT RATE, ETC.)		
EXACT NUMBER OF HOURS FROM THE APPROVED SYLLABUS FOR EACH FLIGHT COURSE DESCRIPTION		

**PART 142 APPROVED FACILITIES ONLY - PLEASE COMPLETE PROVIDE THE FOLLOWING INFORMATION:**

SCHOOL POLICY ON ADMISSIONS/ENROLLMENT WITH RESPECT TO ENROLLMENT DATES AND SPECIFIC ENTRANCE REQUIREMENTS FOR EACH COURSE		
INSTITUTION'S POLICY RELATING TO STUDENT CONDUCT AND CONDITIONS FOR DISMISSAL FOR UNSATISFACTORY CONDUCT		
DESCRIPTION OF AVAILABLE SPACE, FACILITIES, AND EQUIPMENT		
IF APPLICABLE (If funds are collected in advance of training): INSTITUTION'S REFUND POLICY - SCHOOLS MUST HAVE A PRO RATA POLICY NOT TO EXCEED THE TOTAL CHARGES THAT THE NUMBER OF DAYS OR HOURS OF PROGRAM COMPLETED BEARS TO THE LENGTH OF THE PROGRAM THE NON-REFUNDABLE PORTION OF REGISTRATION FEES WILL NOT EXCEED \$10.00		
EVIDENCE THAT THE EDUCATIONAL AND EXPERIENCE QUALIFICATIONS OF DIRECTORS AND ADMINISTRATORS OF THE INSTRUCTORS TEACHING COURSES FOR WHICH APPROVAL IS SOUGHT, ARE ADEQUATE		
EVIDENCE THAT COURSES OR PROGRAMS DESIGNED TO PREPARE AN INDIVIDUAL FOR STATE LICENSURE OR CERTIFICATION MEET ALL LICENSURE OR CERTIFICATION REQUIREMENTS (May be included within the listing of programs submitted for approval)		
EVIDENCE THAT COURSES OR PROGRAMS DESIGNED TO PREPARE AN INDIVIDUAL FOR EMPLOYMENT IN AN OCCUPATION THAT REQUIRES STATE APPROVAL, LICENSURE, OR CERTIFICATION MEETS SUCH STANDARDS. (May be included within the listing of programs submitted for approval)		

**PART II: INFORMATION REGARDING FACILITY CATALOG OR OTHER FACILITY PUBLICATIONS (Continued)**

**PART 142 APPROVED FACILITIES ONLY - PLEASE COMPLETE PROVIDE THE FOLLOWING INFORMATION:**

NAME OF GOVERNING BODY, CORPORATE OWNER, AND BOARD MEMBERS	
ATTENDANCE POLICY WHICH INCLUDES: 1. EXCUSED/UNEXCUSED ABSENCES; 2. TARDINESS; 3. EXCESSIVE ABSENCES; 4. MAKE-UP WORK; AND 5. INTERRUPTION FOR UNSATISFACTORY ATTENDANCE	

**NOTE:** If the facility only uses brochures and not a formal catalog, the State Approving Agency will treat the brochures as a catalog for this review process. All information requested must still be provided in the school's written brochures.

**NOTE:** Stand-alone vocational flight schools who wish to partner with an Institution of Higher Learning (IHL) for flight training as part of an overall degree program with flight component must first be separately approved by an SAA of jurisdiction before contracting with an IHL. The private pilot course may not be considered for inclusion in an approval when fully contracted between an IHL/stand-alone contracted vocational flight school.

**PART III OF WORKSHEET B: INFORMATION REGARDING OPERATIONAL STATUS OF THE FACILITY**

6. DOES THE FACULTY OF THE FLIGHT SCHOOL HOLD THE APPROPRIATE RATINGS AS REQUIRED IN THE FARS FOR EACH COURSE THEY WILL BE TEACHING?  
 YES     NO

7. DOES THE SCHOOL HAVE ITS OWN ACCESS TO AIRPORT FACILITIES AND EQUIPMENT?  
 YES     NO

8. WILL THE SCHOOL BE CONTRACTING OR LEASING FACILITIES AND EQUIPMENT? *(If contracting, the contracts used with any other operator must be submitted to the SAA of jurisdiction for approval.)*  
 YES     NO

9. THE FOLLOWING MATERIALS/INFORMATION MUST BE SUBMITTED TO THE SAA OF JURISDICTION PRIOR TO FLIGHT TRAINING BEING APPROVED:

- Air Agency or Training Center Certificate issued by the FAA under 14 CFR Part 141 or 142 including the FAA Letter of Authorization or WebOPSS.
- All Training Course Outlines (TCOS) and Syllabi approved by the FAA for each course you are seeking approval for Part 141 and Part 142 approved courses.
- The FAA-approved outline for each course listing the number of hours for each by category (e.g., dual, solo, etc.). Hours must be broken down with associated hourly rates or a flat rate and must match the approved syllabus for each course, including rates for pre-flight and post-flight briefings and ground school.
- Listing of aircraft (and/or simulators) - All aircraft, listing tail number, type, and horsepower and whether or not the aircraft or simulator is owned or leased. These can be included on the flight tab of the program list.

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**PART IV OF WORKSHEET B: FACILITY CERTIFICATION AND ACKNOWLEDGMENTS**

10. THE INSTITUTION CERTIFIES THE FOLLOWING STATEMENTS:

- The institution is in compliance with all applicable laws and regulations relating to the approval of courses of education.
- During the five-year period preceding the date of this application, the institution has not been subject to, or been party to a contract with any individual or entity that has been subject to:
  - Any adverse administrative or judicial action that's related to the instruction or training, including with respect to the quality of education, provided by the institution or establishment; and resulted in a fine or penalty in an amount equal to or more than five percent of the amount of funding provided to the institution or establishment under Title IV of the Higher Education Act of 1965 for the fiscal year preceding the year in which the application is submitted;
  - Or has not employed an individual or been party to a contract with any individual or entity, that has been convicted of a Federal fraud charge related to the instruction or training provided by the institution or establishment.
- The educational institution or training establishment will include their application materials:
  - A list of individuals who will serve as fully qualified instructors for the course of education, as of the date of the application, and an attestation that such individuals:
    - Have a degree or other training, as appropriate, in the field of the course;
    - Effectively teach the skills offered under the course;
    - Have a demonstrated relevant industry experience in the field of the course;
  - A list of individuals who will serve as career services employees for students enrolled in the course and an attestation that such individuals are skilled at identifying professions in the relevant industry that are in need of new employees to hire, tailoring the course of education to meet market needs, and identifying the employers likely to hire graduate.

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11. THE INSTITUTION CERTIFIES THE FOLLOWING:  
 • A current valid medical certificate, either Class II or Class I, is required prior to enrolling the beneficiary student in any flight or simulator training course/program.

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12. THE INSTITUTION MUST RETAIN THE FOLLOWING RECORDS AND ACCOUNT INFORMATION OF VA STUDENTS FOR THREE YEARS FOLLOWING THE ENDING DATE OF THE LAST PERIOD OF ATTENDANCE CERTIFIED TO VA. THE INSTITUTION MUST MAKE THESE RECORDS AVAILABLE FOR INSPECTION UPON REQUEST FOR THE PURPOSE OF VERIFICATION OF COMPLIANCE WITH THE FOLLOWING REQUIREMENTS:

- A copy of his or her private pilot certificate
- Evidence of completion of any prior training that may be a prerequisite for the course
- A copy of the medical certificate required for the courses being pursued and copies of all medical certificates (expired or otherwise) needed to support all periods of prior instruction received at the current school
- A daily flight log or copy thereof

**PART IV OF WORKSHEET B: FACILITY CERTIFICATION AND ACKNOWLEDGMENTS (Continued)**

- A permanent ground school record
- A progress log
- An invoice of flight changes for individual flights or flight lessons for training conducted on a flight simulator or advanced flight training device
- Daily flight sheets identifying records upon which the 85-15 percent ratio may be computed
- A continuous meter record for each aircraft
- An invoice or flight tickets signed by the student and instructor showing hour meter reading, type of aircraft, and aircraft identification number
- An accounts receivable ledger
- Individual instructor records
- Engine log books
- A record for each student above the private pilot level stating the name of the course in which the student is currently enrolled and indicating whether the student is enrolled under 14 CFR Part 141 or Part 142
- Records of tuition and accounts which are evidence of tuition charged and received from all students
- If training is provided under 14 CFR Part 141, the records required by that part, or if training is provided under 14 CFR Part 142, the records required by that part.

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**13. THE INSTITUTION MUST RETAIN THE RECORDS AND ACCOUNT INFORMATION OF VA STUDENTS FOR THREE YEARS FOLLOWING THE ENDING DATE OF THE LAST PERIOD OF ATTENDANCE CERTIFIED TO VA. THE INSTITUTION MUST MAKE THESE RECORDS AVAILABLE FOR INSPECTION UPON REQUEST THE PURPOSE OF VERIFICATION OF COMPLIANCE WITH THE FOLLOWING PROGRAM REQUIREMENTS:**

- Maintain sufficient records to show the progress of each VA student and to promptly inform VA when the conduct or progress of any VA student is not satisfactory in accordance with the regularly prescribed standards and practices of the institution.
- Institution will evaluate credit for previous education and training of VA students and shorten the training program appropriately.
- Institution only admits students meeting admission standards into programs and if enrollment agreements are used, are completed, and signed by each student.
- Institution will only certify VA courses that are required for the completion of the student's program.
- Institution will charge both VA and Non-VA students the same tuition, fees, and other related miscellaneous amounts for the costs of attendance.
- Institution will agree to promptly inform VA when it comes to the school's attention that any VA student:
  - Has changes in hours of credit or attendance, or
  - Has interrupted or discontinued a course or program of study, giving the date(s) of withdrawal, and the reason(s), if known, or
  - Completed/graduated from the program, or
  - Receives grade(s) for any course(s) that will not be used when computing graduation requirements.

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**14. INSTITUTION UNDERSTANDS THE FOLLOWING IMPORTANT PROGRAM REQUIREMENTS AND/OR LIMITATIONS:**

- Institution will be financially responsible to VA for the payments made directly to the educational institution pursuant to the Post-9/11 GI Bill and GI Bill. GI Bill Educational Enhancement Program.
- For students that have provided your facility with a Certificate of Eligibility, the institution will not impose any penalty, including the assessment of late fees, the denial of access to classes, or other institutional facilities, or require that VA students borrow funds due to VA-delayed disbursement of funding.
- Institution must select an employee to act as a VA contact person (School Certifying Official) and will complete a new VA Form 22-8794, Designation of Certifying Official, whenever an employee is added or removed from this role.
- Any educational institution that has 100 or more students certified using VA education benefits must have VA Annual Reporting Fees (ARFs) deposited into an account that is separate from the general fund. Institutions with less than 100 students may deposit VA Annual Reporting Fees (ARFs) into either a merged or general funds account. Regardless of the number of VA students, the ARF funds must be used to support certifying enrollments or other veteran programs.
- The institution must either:
  - (a) Utilize the U.S. Department of Education College Financing Plan (Shopping Sheet), OR
  - (b) Prior to the enrollment of a student, the institution must provide the individual with information regarding the following: graduation rates; if available, job-placement rates for graduates of the course; information regarding the acceptance of institution transfer of credits, including military credits; any conditions or additional requirements, including training, experience, or examinations, required to obtain the license, certification, or approval for which the course of education is designed to provide preparation; and other information to facilitate comparison by the individual of aid packages offered by different educational institutions.
- The facility acknowledges the facility may be suspended or withdrawn from eligibility if the facility is the subject of a negative action, including sanction or probation, made by the institution's accrediting agency.

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**15. INSTITUTIONS THAT PARTICIPATE IN VA GI BILL PROGRAMS MUST AGREE TO ELECTRONIC FUNDS TRANSFER (EFT) - DIRECT DEPOSIT TRANSACTIONS FOR THE PAYMENT OF FUNDS OWED TO THE INSTITUTION.**

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**PART V OF WORKSHEET B: SUBMISSION OF MARKETING MATERIALS**

**REVIEW OF ADVERTISING AND MARKETING - WITH THIS APPLICATION, YOU MUST ALSO SUBMIT ADVERTISING OR RECRUITING MATERIALS YOUR FACILITY USES.**

- A copy of recruiting or advertising materials you may use. The SAA is required to review any information that advertises GI Bill or veteran's benefits. (Advertising may include but is not limited to: Scanned brochures, Internet advertising markups, newspaper inserts, etc.)
  - Please include information about any third-party contracts or organizations you may use to recruit students.
- Any graduation rates/placement rate data you may publish, with a citation of the source for this data.

The SAA may request additional information.

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**PART V OF WORKSHEET B: SUBMISSION OF MARKETING MATERIALS (Continued)**

INSTITUTION UNDERSTANDS THE FOLLOWING IMPORTANT REQUIREMENTS AND/OR LIMITATIONS REGARDING ADVERTISING PRACTICES:

- Institution will not engage in advertising and/or enrollment practices of any type, which are erroneous, deceptive, or misleading either by actual statement, omission, or intimation. This includes any of the following practices:
  - **Misleading Statements:** Communication, action, omission, or intimation made in writing, visually, orally, or through other means, that has the likelihood or tendency to mislead the intended recipient of the communication under the circumstances in which the communication is made. Such term includes the use of student endorsements or testimonials for an educational institution that a student gives to the institution either under duress or because the institution required the student to make such an endorsement or testimonial to participate in a program of education.
  - **Misrepresentation:** Any false, erroneous, or misleading statement, action, omission, or intimation made directly or indirectly to a student, a prospective student, the public, an accrediting agency, a state agency, or to the Secretary by an eligible institution, one of its representatives, or any person with whom the institution has an agreement to provide education programs, marketing, advertising, recruiting or admissions services.
  - **Substantial Misrepresentation:** Misrepresentation in which the person to whom it was made could reasonably be expected to rely, or has reasonably relied, to that person's detriment.
  - **Limitations on commissions, bonuses, and other incentive payments:** An educational institution with a course or program of education approved and/or entity that owns such an educational institution, shall not provide any commission, bonus, or other incentive payment 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.
  - **Aggressive Enrollment Practices:** Carries out deceptive or persistent enrollment practices, including on military installations, that consist of any automatic renewal of enrollment in courses and programs of education, enrollment in a course or program.
  - **Aggressive Recruiting:** Carries out deceptive or persistent recruiting practices, including on military installations, that consist of making three or more unsolicited contacts to a covered individual by phone, email, in-person, during a 1-month period or engaging in same-day recruitment and registration.
  - **Lead Generating Activity:** Any internal persons or third-party entity receiving any compensation directly or indirectly based upon initiating GI Bill beneficiary interest to secure GI Bill enrollments, course or program completions by a student, or financial aid in an education and training institution with at least one approved GI Bill program.

**PART V OF WORKSHEET B: SUBMISSION OF MARKETING MATERIALS (Continued)**

- The institution does not pay inducements, including any gratuity, favor, discount, entertainment, hospitality, loan, transportation, lodging, meals, or other item having monetary value of more than a de minimis amount, to any individual entity or its agents including third party lead generators or marketing firms other than salaries paid to employees or fees paid to contractors, in conformity with all applicable laws for the purpose of securing enrollments of covered individuals or obtaining access to educational assistance under Title 38, with the exception of scholarships, grants, and tuition reductions provided by the educational institution.
- Institutions are prohibited from using "GI Bill" in any manner that directly or indirectly implies a relationship affiliation, or endorsement affiliation with the Department of Veterans Affairs.
- Institution agrees to adhere to the VA GI Bill Trademark Terms of Use. If you choose to use the words "GI Bill" in advertising, the trademark symbol "®" should be placed at the upper right corner of the trademarked phrase in the most prominent place at first usage; such as the title of a brochure, form, or the very top of web pages and the following trademark attribution notice must be prominently visible: "GI Bill® is a registered trademark of the U.S. Department of Veterans Affairs (VA)." More information can be found at [Trademark Terms of Use - Education and Training \(va.gov\)](#).

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**PART VI OF WORKSHEET B: OTHER INFORMATION SUBMITTED**

16. REMARKS (If you need more space, please attach the additional remarks to the application.)

WORKSHEET C - LICENSE/CERTIFICATION EXAM

PART I OF WORKSHEET C: INFORMATION REGARDING FACILITY CATALOG OR OTHER FACILITY PUBLICATIONS

REVIEW OF EXAMS - YOU MUST ALSO SUBMIT THE LIST OF EXAMS FOR WHICH YOU ARE REQUESTING APPROVAL ON A SEPARATE FORM PROVIDED BY THE STATE APPROVING AGENCY.

1. TELL US WHY YOU ARE SUBMITTING THIS APPLICATION

- INITIAL APPLICATION. This is a request for an initial approval to be designated as an institution with exams eligible for VA education benefit reimbursement.
APPROVAL UPDATES. This is a request for re-approval of current exams or approval of one or more additional exam(s) based on an addendum published for a currently approved catalog or a newly issued catalog.

2A. THE FACILITY IS CLASSIFIED AS:

- GOVERNMENT ENTITY NON-GOVERNMENTAL ORGANIZATION

2B. THE EXAMS OFFERED BY THIS FACILITY ARE:

- Required under Federal, State, or local law or regulation for an individual to enter into, maintain, or advance in employment in a predetermined and identified vocation or profession.
OR
Generally accepted in accordance with relevant government, business, or industry standards, employment policies, or hiring practices, as attesting to a level of knowledge or skill required to qualify to enter into, maintain, or advance in employment in a predetermined and identified vocation or profession.

YES NO (If "No," please do not proceed filling out this form.)

PART II OF WORKSHEET C: FACILITY CERTIFICATION AND ACKNOWLEDGMENTS

3A. ALL FACILITIES - THE ORGANIZATION UNDERSTANDS THE FOLLOWING IMPORTANT PROGRAM REQUIREMENTS AND/OR LIMITATIONS. THE ORGANIZATION:

- Maintains appropriate records with respect to all candidates who take the test for a period of not less than three years from the date the test was administered.
Promptly issues notice of the results of the test to the candidate.
Has a process to review complaints submitted against the organization with respect to the test or the process for obtaining a license or certificate.
Agrees to provide the following approval information regarding tests:
A description of the licensing or certification test that the organization or entity offers, including the purpose of the test, the vocational, professional, governmental, and other entities that recognize the test, and the license or certificate issued upon passing the test;
The requirements to take the test, including the amount of the fee charged for the test and any prerequisite education, training, skills, or other certification; and
The period for which the license or certificate is awarded is valid, and the requirements for maintaining or renewing the license or certificate;
The amount of the fee a candidate pays to take a test.
Agrees to provide the VA the following information if requested:
The results of any test a candidate takes.
Personal identifying information of any candidate who applies for reimbursement from VA for a test.

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3B. NON-GOVERNMENT FACILITIES ONLY - THE ORGANIZATION CERTIFIES THE FOLLOWING STATEMENTS:

- The facility is licensed, chartered, or incorporated in a State and has offered tests to certify or license for a minimum of two years. (Initial facilities, please submit evidence of two years of operation.)
The facility employs, or consults with, individuals with expertise or substantial experience with respect to all areas of knowledge or skill that are measured by the test and that are required for the license or certificate issued.
The organization or entity has no direct financial interest in the outcome of the test or the organization(s) that provides the education or training of candidates for licenses or certificates required for vocations or professions.
Note: These provisions will not prevent the approval of a test of the organization if:
The organization offers a sample test or preparatory materials to a candidate for the test but does not otherwise provide preparatory education or training to the candidate.
The organization has a financial interest in an organization that provides preparatory education or training of a candidate for a test, but that test is advantageous in but not required for practicing a vocation or profession.
The organization or entity maintains appropriate records with respect to all candidates who take the test for a period prescribed by the Secretary, in no case for a period of less than three years.

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PART III OF WORKSHEET C: SUBMISSION OF MARKETING MATERIALS

REVIEW OF ADVERTISING AND MARKETING - WITH THIS APPLICATION, YOU MUST ALSO SUBMIT ANY ADVERTISING OR RECRUITING MATERIALS YOUR FACILITY USES.

- A copy of recruiting or advertising materials you may use. The SAA is required to review any information that advertises GI Bill or veterans' benefits. (Advertising may include but is not limited to: scanned brochures, internet advertising markups, newspaper inserts, etc.)
Please include information about any third-party contracts or organizations you may use to recruit students.
Any graduation rates/placement rate data you may publish, with a citation of the source for this data.

**PART III OF WORKSHEET C: SUBMISSION OF MARKETING MATERIALS (Continued)**

INSTITUTION UNDERSTANDS THE FOLLOWING IMPORTANT REQUIREMENTS AND/OR LIMITATIONS REGARDING ADVERTISING PRACTICES:

- Institution will not engage in advertising and/or enrollment practices of any type, which are erroneous, deceptive, or misleading either by actual statement, omission, or intimation. This includes any of the following practices:
  - **Misleading Statements:** Communication, action, omission, or intimation made in writing, visually, orally, or through other means, that has the likelihood or tendency to mislead the intended recipient of the communication under the circumstances in which the communication is made. Such term includes the use of student endorsements or testimonials for an educational institution that a student gives to the institution either under duress or because the institution required the student to make such an endorsement or testimonial to participate in a program of education.
  - **Misrepresentation:** Any false, erroneous, or misleading statement, action, omission, or intimation made directly or indirectly to a student, a prospective student, the public, an accrediting agency, a state agency, or to the Secretary by an eligible institution, one of its representatives, or any person with whom the institution has an agreement to provide education programs, marketing, advertising, recruiting or admissions services.
  - **Substantial Misrepresentation:** Misrepresentation in which the person to whom it was made could reasonably be expected to rely, or has reasonably relied, to that person's detriment.
  - **Limitations on commissions, bonuses, and other incentive payments:** An educational institution with a course or program of education approved and/or entity that owns such an educational institution, shall not provide any commission, bonus, or other incentive payment 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.
  - **Aggressive Enrollment Practices:** Carries out deceptive or persistent enrollment practices, including on military installations, that consist of any automatic renewal of enrollment in courses and programs of education, enrollment in a course or program.
  - **Aggressive Recruiting:** Carries out deceptive or persistent recruiting practices, including on military installations, that consist of making three or more unsolicited contacts to a covered individual by phone, email, in-person, during a 1-month period or engaging in same-day recruitment and registration.
  - **Lead Generating Activity:** Any internal persons or third-party entity receiving any compensation directly or indirectly based upon initiating GI Bill beneficiary interest to secure GI Bill enrollments, course or program completions by a student, or financial aid in an education and training institution with at least one approved GI Bill program.
- The institution does not pay inducements, including any gratuity, favor, discount, entertainment, hospitality, loan, transportation, lodging, meals, or other item having monetary value of more than a de minimis amount, to any individual entity or its agents including third party lead generators or marketing firms other than salaries paid to employees or fees paid to contractors, in conformity with all applicable laws for the purpose of securing enrollments of covered individuals or obtaining access to educational assistance under Title 38, with the exception of scholarships, grants, and tuition reductions provided by the educational institution.
- Institutions are prohibited from using "GI Bill" in any manner that directly or indirectly implies a relationship affiliation, or endorsement affiliation with the Department of Veterans Affairs.
- Institution agrees to adhere to the VA GI Bill Trademark Terms of Use. If you choose to use the words "GI Bill" in advertising, the trademark symbol "®" should be placed at the upper right corner of the trademarked phrase in the most prominent place at first usage; such as the title of a brochure, form, or the very top of web pages and the following trademark attribution notice must be prominently visible: "GI Bill® is a registered trademark of the U.S. Department of Veterans Affairs (VA)."

More information can be found at [Trademark Terms of Use - Education and Training \(va.gov\)](#).

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**PART IV OF WORKSHEET C: OTHER INFORMATION SUBMITTED**

4. REMARKS (If you need more space, please attach the additional remarks to the application.)

**WORKSHEET D - PREPARATORY COURSES FOR LICENSE/CERTIFICATION**

**PART I OF WORKSHEET D: INFORMATION REGARDING FACILITY CATALOG OR OTHER FACILITY PUBLICATIONS**

**REVIEW OF PROGRAMS - YOU MUST ALSO SUBMIT THE LIST OF PROGRAMS FOR WHICH YOU ARE REQUESTING APPROVAL ON A SEPARATE FORM PROVIDED BY THE STATE APPROVING AGENCY.**

1. TELL US WHY YOU ARE SUBMITTING THIS APPLICATION

- INITIAL APPLICATION.** This is a request for an initial approval to be designated as an institution with exams eligible for VA education benefit reimbursement.
- APPROVAL UPDATES.** This is a request for re-approval of program(s) or approval of one or more additional programs(s) based on an addendum published for a currently approved catalog or a newly issued catalog.

2. IS YOUR FACILITY CURRENTLY APPROVED AS AN INSTITUTION OF HIGHER LEARNING (IHL) OR NCD (NONCOLLEGE DEGREE) FACILITY FOR VA EDUCATION BENEFITS?

- YES     NO    *(If "Yes," please list the facility code of your IHL/NCD facility below.)*

3. THE INSTITUTION CERTIFIES THE FOLLOWING STATEMENTS:

- The organization or entity has no direct financial interest in the outcome of the test or organizations that provide the testing of candidates for licenses or certificates required for vocations or professions.
  - *Note: These provisions will not prevent the approval of a course if:*
    - *The organization offers sample tests or preparatory materials to a student but does not otherwise provide the exam to the candidate.*
    - *The organization has a financial interest in an entity that provides testing of a candidate after completing a preparatory course of training, provided the test is advantageous but not **required** for practicing a vocation or profession.*

**ADDITIONAL DOCUMENTATION - THE STATE APPROVING AGENCY WILL REQUIRE ADDITIONAL INFORMATION OR DOCUMENTATION OUTSIDE OF THE INFORMATION REQUESTED ON THIS FORM. PLEASE CONTACT THE STATE APPROVING AGENCY OF JURISDICTION FOR MORE INFORMATION ABOUT WHAT DOCUMENTATION IS NEEDED FOR A PREPARATORY COURSE APPROVAL**

**PART II OF WORKSHEET D: SUBMISSION OF MARKETING MATERIALS**

**REVIEW OF ADVERTISING AND MARKETING - WITH THIS APPLICATION, YOU MUST ALSO SUBMIT THE ADVERTISING OR RECRUITING MATERIALS YOUR FACILITY USES.**

- A copy of recruiting or advertising materials you may use. The SAA is required to review any information that advertises GI Bill or veteran's benefits. (Advertising may include but is not limited to: scanned brochures, internet advertising markups, newspaper inserts, etc.)
  - *Please include information about any third-party contracts or organizations you may use to recruit students.*
- Any graduation rates/placement rate data you may publish, with a citation of the source for this data.

The SAA may request additional information or advertising submissions.

**INSTITUTION UNDERSTANDS THE FOLLOWING IMPORTANT REQUIREMENTS AND/OR LIMITATIONS REGARDING ADVERTISING PRACTICES:**

- Institution will not engage in advertising and/or enrollment practices of any type, which are erroneous, deceptive, or misleading either by actual statement, omission, or intimation. This includes any of the following practices:
  - **Misleading Statements:** Communication, action, omission, or intimation made in writing, visually, orally, or through other means, that has the likelihood or tendency to mislead the intended recipient of the communication under the circumstances in which the communication is made. Such term includes the use of student endorsements or testimonials for an educational institution that a student gives to the institution either under duress or because the institution required the student to make such an endorsement or testimonial to participate in a program of education.
  - **Misrepresentation:** Any false, erroneous, or misleading statement, action, omission, or intimation made directly or indirectly to a student, a prospective student, the public, an accrediting agency, a state agency, or to the Secretary by an eligible institution, one of its representatives, or any person with whom the institution has an agreement to provide education programs, marketing, advertising, recruiting or admissions services.
  - **Substantial Misrepresentation:** Misrepresentation in which the person to whom it was made could reasonably be expected to rely, or has reasonably relied, to that person's detriment.
  - **Limitations on commissions, bonuses, and other incentive payments:** An educational institution with a course or program of education approved and/or entity that owns such an educational institution, shall not provide any commission, bonus, or other incentive payment 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.
  - **Aggressive Enrollment Practices:** Carries out deceptive or persistent enrollment practices, including on military installations, that consist of any automatic renewal of enrollment in courses and programs of education, enrollment in a course or program.
  - **Aggressive Recruiting:** Carries out deceptive or persistent recruiting practices, including on military installations, that consist of making three or more unsolicited contacts to a covered individual by phone, email, in-person, during a 1-month period or engaging in same-day recruitment and registration.
  - **Lead Generating Activity:** Any internal persons or third-party entity receiving any compensation directly or indirectly based upon initiating GI Bill beneficiary interest to secure GI Bill enrollments, course or program completions by a student, or financial aid in an education and training institution with at least one approved GI Bill program.
- The institution does not pay inducements, including any gratuity, favor, discount, entertainment, hospitality, loan, transportation, lodging, meals, or other item having monetary value of more than a de minimis amount, to any individual entity or its agents including third party lead generators or marketing firms other than salaries paid to employees or fees paid to contractors, in conformity with all applicable laws for the purpose of securing enrollments of covered individuals or obtaining access to educational assistance under Title 38, with the exception of scholarships, grants, and tuition reductions provided by the educational institution.
- Institutions are prohibited from using "GI Bill" in any manner that directly or indirectly implies a relationship affiliation, or endorsement affiliation with the Department of Veterans Affairs.

**PART II OF WORKSHEET D: SUBMISSION OF MARKETING MATERIALS (Continued)**

- Institution agrees to adhere to the VA GI Bill Trademark Terms of Use. If you choose to use the words "GI Bill" in advertising, the trademark symbol "®" should be placed at the upper right corner of the trademarked phrase in the most prominent place at first usage; such as the title of a brochure, form, or the very top of web pages and the following trademark attribution notice must be prominently visible: "GI Bill®" is a registered trademark of the U.S. Department of Veterans Affairs (VA). More information can be found at [Trademark Terms of Use - Education and Training \(va.gov\)](https://www.va.gov/education/trademark-terms-of-use).

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**PART III OF WORKSHEET D: OTHER INFORMATION SUBMITTED**

4. REMARKS *(If you need more space, please attach the additional remarks to the application.)*

**WORKSHEET E - CORRESPONDENCE SCHOOL**

**PART I OF WORKSHEET E: GENERAL INFORMATION**

**REVIEW OF PROGRAMS - YOU MUST ALSO SUBMIT THE LIST OF PROGRAMS FOR WHICH YOU ARE REQUESTING APPROVAL ON A SEPARATE FORM PROVIDED BY THE STATE APPROVING AGENCY.**

**1. TELL US WHY YOU ARE SUBMITTING THIS APPLICATION**

- INITIAL APPLICATION.** This is a request for an initial approval to be designated as an institution with programs eligible for participation in VA GI Bill® benefit programs.
- RE-APPROVAL.** This is a request for a full re-approval of currently approved GI Bill programs, and may include a request for approval of one or more additional program(s).
- APPROVAL UPDATES.** This is a request for approval of one or more additional program(s) based on an addendum published for a currently approved catalog or a newly issued catalog.

**2. THE FACILITY IS CLASSIFIED AS:**

- ACCREDITED
- NON-ACCREDITED *(If non-accredited, please stop filling out this form.)*

**3. NAME(S) OF INSTITUTIONAL ACCREDITING AGENCIES RECOGNIZED BY THE U.S. DEPARTMENT OF EDUCATION**

**4. DO AT LEAST 50% OF THOSE PURSUING EACH COURSE FOR WHICH APPROVAL IS SOUGHT REQUIRE SIX MONTHS OR MORE TO COMPLETE THE PROGRAM?**

- YES
- NO *(If "No," please stop filling out this form.)*

**5. ARE YOUR COURSES CONDUCTED BY A COMBINATION CORRESPONDENCE/RESIDENCE OR BY CORRESPONDENCE EXCLUSIVELY?**

- CORRESPONDENCE/RESIDENCE
- CORRESPONDENCE EXCLUSIVELY

**6. CORRESPONDENCE EXCLUSIVE FACILITIES ONLY: HAS THE FACILITY BEEN CONTINUALLY IN OPERATION, ENROLLING STUDENTS, AND ABLE TO CONFER DIPLOMAS OR CERTIFICATES FOR THE PREVIOUS 24-MONTH PERIOD?**

- YES
- NO *(If "No," please do not proceed filling out this form, refer to the instructions.)*

**PART II OF WORKSHEET E: INFORMATION REGARDING FACILITY CATALOG OR OTHER FACILITY PUBLICATIONS**

**NOTE:** If the facility only uses brochures and not a formal catalog, the State Approving Agency will treat the brochures as a catalog for this review process. All information requested must still be provided in the school's written brochures.

**7. PROVIDE THE FOLLOWING INFORMATION SHOWN IN THE FACILITY'S CATALOG/PUBLICATIONS.**

**ALL FACILITIES MUST COMPLETE THE BELOW AREAS:**

7A. INFORMATION REQUESTED	7B. PUBLICATION IDENTIFYING DATA <i>(If applicable - The document(s) should include volume, number, and date of publication.)</i>	7C. INFORMATION PROVIDED ON PAGE(S)
FACILITY'S NAME, ADDRESS, AND TELEPHONE NUMBER		
IF APPLICABLE, CALENDAR OF THE SCHOOL SHOWING HOLIDAYS, BEGINNING AND ENDING DATE OF EACH TERM, AND OTHER IMPORTANT DATES		
A LIST OF INDIVIDUALS WHO WILL SERVE AS FULLY QUALIFIED INSTRUCTORS AND INDIVIDUALS WHO WILL SERVE AS CAREER SERVICES EMPLOYEES FOR STUDENTS		
INSTITUTION'S GRADING SYSTEM		
INSTITUTION'S GRADUATION REQUIREMENTS		
ACADEMIC PROBATION, SUSPENSION, AND REENTRANCE POLICIES		
INSTITUTION MAINTAINS RECORDS OF GRADES AND TRANSCRIPTS (MINIMUM OF THREE YEARS)		
<b>IF APPLICABLE:</b> INSTITUTION'S ATTENDANCE POLICY		
INSTITUTION'S POLICY ON GRANTING CREDIT FOR PRIOR EDUCATION AND TRAINING: FACILITY MUST OBTAIN A WRITTEN RECORD OF PRIOR EDUCATION AND TRAINING THAT INCLUDES MILITARY TRAINING. WHEN DEEMED APPROPRIATE, GRANT CREDIT AND SHORTEN THE PROGRAM ACCORDINGLY.		

**PART III OF WORKSHEET E: INFORMATION REGARDING OPERATIONAL STATUS OF THE FACILITY**

7D. HAS ANY FEDERAL OR STATE GOVERNMENT ENTITY TAKEN ADVERSE REGULATORY ACTION AGAINST THE FACILITY SUCH AS PLACING THE FACILITY ON A PROVISIONAL CERTIFICATION STATUS OR OTHER PUNITIVE ACTION?

YES  NO (If "Yes," explain the circumstances that led to the adverse regulatory action below.)

8. HAS THE FACILITY BEEN NAMED AS A DEFENDANT IN ANY LITIGATION RELATED TO ITS TRAINING PROGRAMS?

YES  NO (If "Yes," explain the circumstances and the result of the litigation below.)

9. HAS THE FACILITY BEEN SUBJECT TO PROBATION, SUSPENSION, AN ORDER TO SHOW CAUSE RELATING TO THE EDUCATIONAL INSTITUTION'S ACADEMIC POLICIES AND PRACTICES OR TO ITS FINANCIAL STABILITY OR REVOCATION OF ACCREDITATION?

YES  NO (If "Yes," explain the circumstances and the result of the litigation below.)

10. NEW FACILITIES ONLY - PLEASE SUBMIT DOCUMENTATION IDENTIFYING THE FOLLOWING:

- The number of students who have entered and graduated from all programs during the preceding two-year period.

**PART IV OF WORKSHEET E: FACILITY CERTIFICATION AND ACKNOWLEDGMENTS**

**COMBINATION CORRESPONDENCE-RESIDENCE PROGRAMS ONLY** - PLEASE ACKNOWLEDGE THE FOLLOWING PROGRAM LIMITATIONS:

- The correspondence and residence portions are pursued sequentially; that is, not concurrently.
- It is the practice of the institution to permit a student to pursue a part of his or her course by correspondence in partial fulfillment of the requirements for the attainment of the specified objective.
- The total credit established by correspondence does not exceed the maximum for which the institution will grant credit toward the specified objective.
- The charges for the residence portion of the program must be separate from those for the correspondence portion.

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**CORRESPONDENCE EXCLUSIVELY PROGRAMS ONLY** - PLEASE ACKNOWLEDGE THE FOLLOWING PROGRAM LIMITATIONS:

- An educational institution offering a program of education to be pursued exclusively by correspondence must enter into an enrollment agreement with the veteran, spouse, surviving spouse, or reservist who wishes to receive educational assistance from VA while pursuing the program.
- The enrollment agreement shall disclose fully the obligations of the institution and the veteran, spouse, surviving spouse, or reservist, and shall display in a prominent place on the agreement the conditions for affirming termination, refund, and payment educational assistance by VA.
- A copy of the agreement shall be given to the veteran, spouse, surviving spouse, or reservist when it is signed.
- The agreement shall not be effective unless the veteran, spouse, surviving spouse, or reservist after the expiration of 10 days after the agreement is signed, shall have signed and submitted to VA a written statement, with a signed copy to the institution, specifically affirming the agreement.

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**ALL FACILITIES:** THE ORGANIZATION UNDERSTANDS THE FOLLOWING IMPORTANT PROGRAM REQUIREMENTS AND/OR LIMITATIONS.

- The program is satisfactory in all elements of providing training.
- State approving agencies have the authority to review periodically the length of time needed to complete each approved correspondence program or approved correspondence-residence course in order to determine whether the program or course should continue to be approved. In implementing this authority, a State Approving Agency will examine the results over a prior two-year period reasonably related to the date on which such a review is conducted.
- Upon notification of the educational institution by the veteran, spouse, surviving spouse, or reservist of an intention not to affirm the enrollment agreement, any fees paid by the individual shall be returned promptly in full to him or her.
- Upon termination of enrollment under an affirmed enrollment agreement for training in the accredited course by the veteran, spouse, surviving spouse, or reservist, without having completed any lessons, a registration fee not in excess of 10 percent of the tuition for the course or \$50, whichever is less, may be charged him or her. When the individual terminates the agreement after completion of less than 25 percent of the lessons of the course, the institution may retain the registration fee plus 25 percent of the tuition. When the individual terminates the agreement after completing 25 percent but less than 50 percent of the lessons, the institution may retain the registration fee plus 50 percent of the tuition for the course. If 50 percent or more of the lessons are completed, no refund of tuition is required.
- Where the school either has or adopts an established policy for the refund of the unused portion of the tuition, fees, and other charges subject to proration, which is more favorable to the veteran, spouse, surviving spouse, or reservist than the pro rata basis.
- Any institution that fails to forward any refund due to the veteran, spouse, surviving spouse, or reservist within 40 days after receipt of a notice of termination or disaffirmance, shall be deemed, prima facie, to have failed to make a prompt refund as required by this action.

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**PART IV OF WORKSHEET E: FACILITY CERTIFICATION AND ACKNOWLEDGMENTS (Continued)**

**ALL FACILITIES: THE INSTITUTION CERTIFIES THE FOLLOWING STATEMENTS:**

- The institution is in compliance with all applicable laws and regulations relating to the approval of courses of education.
- During the five-year period preceding the date of this application, the institution has not been subject to, or been party to a contract with any individual or entity that has been subject to:
  - Any adverse administrative or judicial action that's related to the instruction or training, including with respect to the quality of education, provided by the institution or establishment; and resulted in a fine or penalty in an amount equal to or more than five percent of the amount of funding provided to the institution or establishment under Title IV of the Higher Education Act of 1965 for the fiscal year preceding the year in which the application is submitted;
  - Or has not employed an individual or been party to a contract with any individual or entity, that has been convicted of a Federal fraud charge related to the instruction or training provided by the institution or establishment.
- The educational institution or training establishment will include their application materials:
  - A list of individuals who will serve as fully qualified instructors for the course of education, as of the date of the application, and an attestation that such individuals:
    - Have a degree or other training, as appropriate, in the field of the course;
    - Effectively teach the skills offered under the course;
    - Have a demonstrated relevant industry experience in the field of the course;
    - A list of individuals who will serve as career services employees for students enrolled in the course and an attestation that such individuals are skilled at identifying professions in the relevant industry that are in need of new employees to hire, tailoring the course of education to meet market needs, and identifying the employers likely to hire graduates.

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**PART V OF WORKSHEET E: SUBMISSION OF MARKETING MATERIALS**

**REVIEW OF ADVERTISING AND MARKETING - WITH THIS APPLICATION, YOU MUST ALSO SUBMIT ADVERTISING OR RECRUITING MATERIALS YOUR FACILITY USES.**

- A copy of recruiting or advertising materials you may use. The SAA is required to review any information that advertises GI Bill or veteran's benefits. (Advertising may include but is not limited to: Scanned brochures, Internet advertising markups, newspaper inserts, etc.)
  - Please include information about any third-party contracts or organizations you may use to recruit students.
- Any graduation rates/placement rate data you may publish, with a citation of the source for this data.

The SAA may request additional information.

**INSTITUTION UNDERSTANDS THE FOLLOWING IMPORTANT REQUIREMENTS AND/OR LIMITATIONS REGARDING ADVERTISING PRACTICES:**

- Institution will not engage in advertising and/or enrollment practices of any type, which are erroneous, deceptive, or misleading either by actual statement, omission, or intimation. This includes any of the following practices:
  - **Misleading Statements:** Communication, action, omission, or intimation made in writing, visually, orally, or through other means, that has the likelihood or tendency to mislead the intended recipient of the communication under the circumstances in which the communication is made. Such term includes the use of student endorsements or testimonials for an educational institution that a student gives to the institution either under duress or because the institution required the student to make such an endorsement or testimonial to participate in a program of education.
  - **Misrepresentation:** Any false, erroneous, or misleading statement, action, omission, or intimation made directly or indirectly to a student, a prospective student, the public, an accrediting agency, a state agency, or to the Secretary by an eligible institution, one of its representatives, or any person with whom the institution has an agreement to provide education programs, marketing, advertising, recruiting or admissions services.
  - **Substantial Misrepresentation:** Misrepresentation in which the person to whom it was made could reasonably be expected to rely, or has reasonably relied, to that person's detriment.
  - **Limitations on commissions, bonuses, and other incentive payments:** An educational institution with a course or program of education approved and/or entity that owns such an educational institution, shall not provide any commission, bonus, or other incentive payment 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.
  - **Aggressive Enrollment Practices:** Carries out deceptive or persistent enrollment practices, including on military installations, that consist of any automatic renewal of enrollment in courses and programs of education, enrollment in a course or program.
  - **Aggressive Recruiting:** Carries out deceptive or persistent recruiting practices, including on military installations, that consist of making three or more unsolicited contacts to a covered individual by phone, email, in-person, during a 1-month period or engaging in same-day recruitment and registration.
  - **Lead Generating Activity:** Any internal persons or third-party entity receiving any compensation directly or indirectly based upon initiating GI Bill beneficiary interest to secure GI Bill enrollments, course or program completions by a student, or financial aid in an education and training institution with at least one approved GI Bill program.
- The institution does not pay inducements, including any gratuity, favor, discount, entertainment, hospitality, loan, transportation, lodging, meals, or other item having monetary value of more than a de minimis amount, to any individual entity or its agents including third party lead generations or marketing firms other than salaries paid to employees or fees paid to contractors, in conformity with all applicable laws for the purpose of securing enrollments of covered individuals or obtaining access to educational assistance under Title 38, with the exception of scholarships, grants, and tuition reductions provided by the educational institution.
- Institutions are prohibited from using "GI Bill" in any manner that directly or indirectly implies a relationship affiliation, or endorsement affiliation with the Department of Veterans Affairs.
- Institution agrees to adhere to the VA GI Bill Trademark Terms of Use. If you choose to use the words "GI Bill" in advertising, the trademark symbol "®" should be placed at the upper right corner of the trademarked phrase in the most prominent place at first usage; such as the title of a brochure, form, or the very top of web pages and the following trademark attribution notice must be prominently visible: "GI Bill® is a registered trademark of the U.S. Department of Veterans Affairs (VA)." More information can be found at [Trademark Terms of Use - Education and Training \(va.gov\)](https://www.va.gov/trademark-terms-of-use-education-and-training).

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**PART V OF WORKSHEET E: OTHER INFORMATION SUBMITTED**

11. REMARKS *(If you need more space, please attach the additional remarks to the application.)*

**WORKSHEET F - HIGH SCHOOL FACILITY**

**PART I OF WORKSHEET F: GENERAL INFORMATION**

1. TELL US WHY YOU ARE SUBMITTING THIS APPLICATION

- INITIAL APPLICATION.** This is a request for an initial approval to be designated as an institution with programs eligible for participation in VA GI Bill® benefit programs.
- RE-APPROVAL.** This is a request for a full re-approval of currently approved GI Bill programs and may include a request for approval of one or more additional program(s).
- APPROVAL UPDATES.** This is a request for approval of one or more additional program(s) based on an addendum published for a currently approved catalog or a newly issued catalog.

2. THE FACILITY IS CLASSIFIED AS:

- PUBLIC     PRIVATE-FOR-PROFIT     PRIVATE-NONPROFIT

3. HAS THE FACILITY BEEN CONTINUALLY IN OPERATION, ENROLLING STUDENTS, AND ABLE TO CONFERE DIPLOMAS OR CERTIFICATES FOR THE PREVIOUS 24-MONTH PERIOD?

- YES     NO (If "No," please do not proceed filling out this form.)

4. HAS THE FACILITY EXPERIENCED A CHANGE-OF-OWNERSHIP IN THE PREVIOUS 24-MONTH PERIOD?

- YES     NO (If "Yes," provide details below. Include relevant dates and details on the impact these changes had on the facility.)

5. REGARDING A PROGRAM LEADING TO A SECONDARY SCHOOL DIPLOMA OFFERED BY A SECONDARY SCHOOL APPROVED IN THE STATE WHICH IT OPERATES, WHAT IS THE STATE GOVERNING BODY THAT AUTHORIZES YOUR FACILITY TO OPERATE? (If you are exempt from state authorization, please cite the reason your facility is exempt.)

**PART II OF WORKSHEET F: INFORMATION REGARDING FACILITY CATALOG OR OTHER FACILITY PUBLICATIONS**

**NOTE:** If the facility only uses brochures and not a formal catalog, the State Approving Agency will treat the brochures as a catalog for this review process. All information requested must still be provided in the school's written brochures.

6. PROVIDE THE FOLLOWING INFORMATION SHOWN IN THE FACILITY'S CATALOG/PUBLICATIONS.

**ALL FACILITIES MUST COMPLETE THE BELOW AREAS:**

6A. INFORMATION REQUESTED	6B. PUBLICATION IDENTIFYING DATA (If application - The document(s) should include volume, number, and date of publication.)	6C. INFORMATION PROVIDED ON PAGE(S)
FACILITY'S NAME, ADDRESS, AND TELEPHONE NUMBER		
CALENDAR OF THE SCHOOL SHOWING HOLIDAYS, BEGINNING AND ENDING DATE OF EACH TERM, AND OTHER IMPORTANT DATES		
A LIST OF INDIVIDUALS WHO WILL SERVE AS FULLY QUALIFIED INSTRUCTORS AND INDIVIDUALS WHO WILL SERVE AS CAREER SERVICES EMPLOYEES FOR STUDENTS		
INSTITUTION'S GRADING SYSTEM		
INSTITUTION'S GRADUATION REQUIREMENTS		
ACADEMIC PROBATION, SUSPENSION, AND REENTRANCE POLICIES		
INSTITUTION MAINTAINS RECORDS OF GRADES AND TRANSCRIPTS (MINIMUM OF THREE YEARS)		
IF APPLICABLE: INSTITUTION'S ATTENDANCE POLICY		
INSTITUTION'S POLICY ON GRANTING CREDIT FOR PRIOR EDUCATION AND TRAINING (FACILITY MUST OBTAIN A WRITTEN RECORD OF PRIOR EDUCATION AND TRAINING (INCLUDING MILITARY TRAINING), GRANTING OF CREDIT WHEN APPROPRIATE, AND SHORTENING OF PROGRAM ACCORDINGLY)		

**PART III OF WORKSHEET F: FACILITY CERTIFICATION AND ACKNOWLEDGMENTS**

**ALL FACILITIES: THE INSTITUTION CERTIFIES THE FOLLOWING STATEMENTS:**

- The institution is in compliance with all applicable laws and regulations relating to the approval of courses of education.
- During the five-year period preceding the date of this application, the institution has not been subject to, or been party to a contract with any individual or entity that has been subject to:
  - Any adverse administrative or judicial action that's related to the instruction or training, including with respect to the quality of education, provided by the institution or establishment; and resulted in a fine or penalty in an amount equal to or more than five percent of the amount of funding provided to the institution or establishment under Title IV of the Higher Education Act of 1965 for the fiscal year preceding the year in which the application is submitted;
  - Or has not employed an individual or been party to a contract with any individual or entity, that has been convicted of a Federal fraud charge related to the instruction or training provided by the institution or establishment.
- The educational institution or training establishment will include their application materials:
  - A list of individuals who will serve as fully qualified instructors for the course of education, as of the date of the application, and an attestation that such individuals:
    - Have a degree or other training, as appropriate, in the field of the course;
    - Effectively teach the skills offered under the course;
    - Have a demonstrated relevant industry experience in the field of the course;
    - A list of individuals who will serve as career services employees for students enrolled in the course and an attestation that such individuals are skilled at identifying professions in the relevant industry that are in need of new employees to hire, tailoring the course of education to meet market needs, and identifying the employers likely to hire graduates.

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**PART IV OF WORKSHEET F: SUBMISSION OF MARKETING MATERIALS**

**REVIEW OF ADVERTISING AND MARKETING - WITH THIS APPLICATION, YOU MUST ALSO SUBMIT ADVERTISING OR RECRUITING MATERIALS YOUR FACILITY USES.**

- A copy of recruiting or advertising materials you may use. The SAA is required to review any information that advertises GI Bill or veteran's benefits. (Advertising may include but is not limited to: Scanned brochures, Internet advertising markups, newspaper inserts, etc.)
  - Please include information about any third-party contracts or organizations you may use to recruit students.
- Any graduation rates/placement rate data you may publish, with a citation of the source for this data.

The SAA may request additional information.

**INSTITUTION UNDERSTANDS THE FOLLOWING IMPORTANT REQUIREMENTS AND/OR LIMITATIONS REGARDING ADVERTISING PRACTICES:**

- Institution will not engage in advertising and/or enrollment practices of any type, which are erroneous, deceptive, or misleading either by actual statement, omission, or intimation. This includes any of the following practices:
  - **Misleading Statements:** Communication, action, omission, or intimation made in writing, visually, orally, or through other means, that has the likelihood or tendency to mislead the intended recipient of the communication under the circumstances in which the communication is made. Such term includes the use of student endorsements or testimonials for an educational institution that a student gives to the institution either under duress or because the institution required the student to make such an endorsement or testimonial to participate in a program of education.
  - **Misrepresentation:** Any false, erroneous, or misleading statement, action, omission, or intimation made directly or indirectly to a student, a prospective student, the public, an accrediting agency, a state agency, or to the Secretary by an eligible institution, one of its representatives, or any person with whom the institution has an agreement to provide education programs, marketing, advertising, recruiting or admissions services.
  - **Substantial Misrepresentation:** Misrepresentation in which the person to whom it was made could reasonably be expected to rely, or has reasonably relied, to that person's detriment.
  - **Limitations on commissions, bonuses, and other incentive payments:** An educational institution with a course or program of education approved and/or entity that owns such an educational institution, shall not provide any commission, bonus, or other incentive payment 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.
  - **Aggressive Enrollment Practices:** Carries out deceptive or persistent enrollment practices, including on military installations, that consist of any automatic renewal of enrollment in courses and programs of education, enrollment in a course or program.
  - **Aggressive Recruiting:** Carries out deceptive or persistent recruiting practices, including on military installations, that consist of making three or more unsolicited contacts to a covered individual by phone, email, in-person, during a 1-month period or engaging in same-day recruitment and registration.
  - **Lead Generating Activity:** Any internal persons or third-party entity receiving any compensation directly or indirectly based upon initiating GI Bill beneficiary interest to secure GI Bill enrollments, course or program completions by a student, or financial aid in an education and training institution with at least one approved GI Bill program.
- The institution does not pay inducements, including any gratuity, favor, discount, entertainment, hospitality, loan, transportation, lodging, meals, or other item having monetary value of more than a de minimis amount, to any individual entity or its agents including third party lead generations or marketing firms other than salaries paid to employees or fees paid to contractors, in conformity with all applicable laws for the purpose of securing enrollments of covered individuals or obtaining access to educational assistance under Title 38, with the exception of scholarships, grants, and tuition reductions provided by the educational institution.
- Institutions are prohibited from using "GI Bill" in any manner that directly or indirectly implies a relationship affiliation, or endorsement affiliation with the Department of Veterans Affairs.
- Institution agrees to adhere to the VA GI Bill Trademark Terms of Use. If you choose to use the words "GI Bill" in advertising, the trademark symbol "®" should be placed at the upper right corner of the trademarked phrase in the most prominent place at first usage; such as the title of a brochure, form, or the very top of web pages and the following trademark attribution notice must be prominently visible: "GI Bill® is a registered trademark of the U.S. Department of Veterans Affairs (VA)." More information can be found at [Trademark Terms of Use - Education and Training \(va.gov\)](https://www.va.gov/trademark-terms-of-use-education-and-training).

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**PART V OF WORKSHEET F: OTHER INFORMATION SUBMITTED**

11. REMARKS *(If you need more space, please attach the additional remarks to the application.)*

**WORKSHEET G - APPRENTICESHIP OR ON-THE-JOB TRAINING FACILITY**

**PART I OF WORKSHEET G: GENERAL INFORMATION**

**REVIEW OF OCCUPATIONS - YOU MUST ALSO SUBMIT OCCUPATIONS FOR WHICH YOU ARE REQUESTING APPROVAL ON EITHER VA FORM 22-8865 OR VA FORM 22-10288A TO THE STATE APPROVING AGENCY.**

1. TELL US WHAT TYPE OF TRAINING ESTABLISHMENT YOUR FACILITY IS DEFINED AS:

- REGISTERED APPRENTICESHIP.** A formalized training program accepted and recorded by the U.S. Department of Labor's Office of Apprenticeship and/or approved by a recognized state apprenticeship agency/council. Such programs conform to the federal requirements of a structured and systematic training plan designed to meet industry standards.
- NON-REGISTERED APPRENTICESHIP.** An apprenticeship program that is structured, systematic and progressive consisting of on-the-job training and related theoretical instruction that is not registered with the U.S. Department of Labor or state apprenticeship agency. The length of an apprenticeship is not less than 2,000 hours of full-time work experience.
- ON-THE-JOB TRAINING.** Programs involve a job that is learned in a practical way through a planned and systematic program of supervised training. There is a logical progression to the training allowing the trainee to move to the next higher classification based upon skills learned, not just length of service, and may or may not include theoretical training. The training period must be full-time, compensated employment that is not less than six months and not more than two years in length.
- OTHER.** *(Specify)* \_\_\_\_\_

2. TELL US WHY YOU ARE SUBMITTING THIS APPLICATION

- INITIAL APPLICATION.** This is a request for an initial approval to be designated as an institution with programs eligible for VA education benefit reimbursement.
- APPROVAL UPDATE.** This is a request for updates of currently approved occupations or approval of one or more additional occupation(s). New occupations must list the various operations for the major kinds of work or tasks to be learned and performed, and the approximate length of time to be spent on each operation or task.

3. THE TRAINING ESTABLISHMENT IS CLASSIFIED AS:

- PUBLIC
- PRIVATE-FOR-PROFIT
- PRIVATE-NONPROFIT

4. THE TRAINING ESTABLISHMENT IS DEFINED AS AN:

- EMPLOYER/SPONSOR
- JOINT APPRENTICESHIP COMMITTEE
- ASSOCIATED BUILDERS AND CONTRACTORS
- OTHER *(Specify)* \_\_\_\_\_

5. HAS THE FACILITY EXPERIENCED A CHANGE-OF-OWNERSHIP IN THE PREVIOUS 24-MONTH PERIOD?

- YES
- NO *(If "Yes," provide details below. Include relevant dates and details on the impact these changes had on the facility.)*

**NOTE: ON-THE-JOB TRAINING FACILITIES SHOULD SKIP DIRECTLY TO PART III AND DO NOT NEED TO COMPLETE PART II.**

**PART II OF WORKSHEET G: APPRENTICESHIP FACILITIES ONLY**

6. THE TRAINING ESTABLISHMENT IS CLASSIFIED AS:

- SPECIFIC PERIOD OF TIME
- MASTERY/COMPETENCY OF SKILLS
- COMBINATION TIME-COMPETENCY BASED

**COMPETENCY OR COMBINED TIME/COMPETENCY BASED APPRENTICESHIPS ONLY**

- In the case of a competency-based program of apprenticeship, State approving agencies shall determine the period for which payment may be made for VA education benefits. In determining the period of such a program, State approving agencies shall take into consideration the approximate term of the program recommended in registered apprenticeship program standards recognized by the Secretary of Labor.
- The sponsor of a competency-based program of apprenticeship shall provide notice to the State Approving Agency involved of any such standards that may apply to the program and the proposed approximate period of training under the program.
- The sponsor of a competency-based program of apprenticeship shall notify the Secretary upon the successful completion of a program of apprenticeship by an individual using VA education benefits.

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**ALL FACILITIES: THE INSTITUTION UNDERSTANDS THE FOLLOWING IMPORTANT REQUIREMENTS:**

- The facility will submit the following documentation to the SAA:
  - o A schedule listing various operations for major kinds of work or tasks to be learned and showing for each job operations or work, tasks to be performed, and the approximate length of time to be spent on each operation or task,
  - o The complete standards of apprenticeship including any appendices,
  - o As requested during a compliance visit, a signed copy of the training agreement for each veteran or eligible person.
- The facility will submit VA Form 22-8865 or 22-10288A which contains additional conditions to be met for program approval which includes:
  - o Title and description of the specific job objective for which the veteran or eligible person is to be trained,
  - o The length of the training period,
  - o The number of hours of supplemental related instruction required.

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**PART II OF WORKSHEET G: APPRENTICESHIP FACILITIES ONLY (Continued)**

**JOINT APPRENTICESHIP TRAINING FACILITIES ONLY - INSTITUTIONS THAT PARTICIPATE IN VA GI BILL PROGRAMS MUST AGREE TO ELECTRONIC FUNDS TRANSFER (EFT) - DIRECT DEPOSIT TRANSACTIONS FOR THE PAYMENT OF FUNDS OWED TO THE INSTITUTION.**

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**NOTE: IF YOUR FACILITY DOES NOT WISH TO RECEIVE AN ANNUAL REPORTING FEE PAYMENT FOR CERTIFYING THESE STUDENTS, YOU MAY DECLINE PARTICIPATION IN EFT. PLEASE CONTACT YOUR SAA FOR MORE INFORMATION.**

**REVIEW OF OCCUPATIONS - YOU MUST ALSO SUBMIT OCCUPATIONS FOR APPROVAL ON VA FORM 22-8865 OR 22-10288A TO THE STATE APPROVING AGENCY.**

**NON-REGISTERED APPRENTICESHIP FACILITIES ONLY - THE INSTITUTION UNDERSTANDS THE FOLLOWING IMPORTANT REQUIREMENTS:**

- The apprentice must receive training in a skilled trade and there must be reasonable assurance of a job upon completion of training.
- There must be an outline of the work processes in which the apprentice will receive supervised work experience and training on the job and an allocation of the approximate time to be spent in each major process.
- A minimum of 144 hours per year of supplemental instruction in technical subjects related to the trade is recommended for each year of the apprenticeship program.
- The standards must include a uniform, progressive schedule of wages. The wages paid to veteran apprentice during the training period must not be less than those paid to non-veteran apprentices in similar training positions.
- The numerical ratio of apprentices to journey workers must be consistent with proper supervision, training, safety, and continuity of employment.
- There must be assurance of qualified training personnel and adequate supervision on the job.
- A probationary period of reasonable length in relation to the full term of the apprenticeship is acceptable. Credit for the probationary period will count toward completion of the apprenticeship program.
- Adequate, safe, equipment and facilities, as well as adequate supervision, is required. Safety training for apprentices on the job, and in related instruction, is encouraged.
- The minimum qualifications established by the employer or sponsor for participation in the apprenticeship program must be stated.
- A copy of the training agreement making reference to the training program and wage schedule as approved by the State Approving Agency, is provided to the veteran or eligible person.
- Recognition for successful completion of an apprenticeship program is expected.
- The training establishment must assure compliance with Title VII of the Civil Rights Act of 1964.

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**NOTE: APPRENTICESHIP FACILITIES SHOULD SKIP DIRECTLY TO PART IV AND DO NOT NEED TO COMPLETE PART III.**

**PART III OF WORKSHEET G: ON-THE-JOB TRAINING FACILITIES ONLY**

**7. THE INSTITUTION UNDERSTANDS THE FOLLOWING IMPORTANT REQUIREMENTS:**

- The facility will submit the following documentation to the SAA:
  - A schedule listing various operations for major kinds of work or tasks to be learned and showing for each job operations or work, tasks to be performed, and the approximate length of time to be spent on each operation or task,
  - A signed copy of the training agreement for each eligible veteran or person, including the training program and wage scale as approved by the State Approving Agency, is provided to the veteran or person and to the Secretary and the State Approving Agency by the employer.

Authorizing Official  
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**8. THE INSTITUTION UNDERSTANDS THE FOLLOWING IMPORTANT APPROVAL REQUIREMENTS:**

- The veteran or eligible person is not already qualified by training and experience for the job.
- The job which is the objective of the training is one in which progression and appointment to the next higher classification are based upon skills learned through organized and supervised training on-the-job and not on such factors as length of service and normal turnover.
- The training content of the course is adequate to qualify the eligible veteran or person for appointment to the job for which the veteran or person is to be trained.
- The job customarily requires full-time training for a period of not less than six months and not more than two years.
- The length of training period is not longer than that customarily required by the training establishments in the community to provide an eligible veteran or person with the required skills, arrange for the acquiring of job knowledge, technical information, and other facts to learn in order to become competent on the job.
- Provision is made for related instruction for the individual eligible veteran or person who may need it.
- There is in the training establishment adequate space, equipment, instructional material, and instructor personnel to provide satisfactory training on the job.
- Records will be maintained for each trainee. At a minimum, the records will include the following: job assignments, promotions, demotions, lay-off terminations, rates of pay, progress in training as outlined in the work processes, hours of training given monthly in each process and overall progress evaluations made at least each 3 months.
- No course of training will be considered bona fide if given to an eligible veteran or person who is already qualified by training and experience for the job.
- Wages to be paid to the veteran or eligible person upon entrance into training are not less than wages paid to non-veterans in the same training position, are at least 50 percent of the wages paid for the job for which he or she is to be trained, and will be increased in regular periodic increments until not later than the last full month of the scheduled training period. They will be at least 85 percent of the wages paid for the job for which the veteran or eligible person is being trained.
- Close supervision by qualified journey workers will be provided throughout the training program;
- Credit will be given for previous training and experience and the length of the training program will be reduced proportionately. Trainees who are granted credit for previous training and experience will be placed into the appropriate step of the wage progression scale;
- A copy of an approved training agreement will be provided to the trainee and to the Department of Veterans Affairs (VA);
- Immediately notify VA of any wage increase (or decrease) paid any trainee not in accordance with his or her training agreement.

**9. THE INSTITUTION UNDERSTANDS THE FOLLOWING IMPORTANT APPROVAL REQUIREMENTS (Continued):**

- There is reasonable certainty that the job for which the veteran or eligible person is to be trained will be available to him or her at the end of the training period.

Authorizing Official  
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**PART IV OF WORKSHEET G: FACILITY CERTIFICATION AND ACKNOWLEDGMENTS**

**ADDITIONAL DOCUMENTATION - THE STATE APPROVING AGENCY AND/OR VA MAY REQUIRE ADDITIONAL INFORMATION OR DOCUMENTATION OUTSIDE OF THE INFORMATION REQUESTED ON THIS FORM. ADDITIONAL INFORMATION OR DOCUMENTATION NEEDED TO PROCESS A FACILITY APPROVAL MAY BE REQUIRED TO MEET APPLICABLE STATE OR FEDERAL LAWS.**

**10. THE INSTITUTION CERTIFIES THE FOLLOWING STATEMENTS:**

- The institution is in compliance with all applicable laws and regulations relating to the approval of courses of education.
- During the five-year period preceding the date of this application, the institution has not been subject to, or been party to a contract with any individual or entity that has been subject to:
  - Any adverse administrative or judicial action that's related to the instruction or training, including with respect to the quality of education, provided by the institution or establishment; and resulted in a fine or penalty in an amount equal to or more than five percent of the amount of funding provided to the institution or establishment under Title IV of the Higher Education Act of 1965 for the fiscal year preceding the year in which the application is submitted;
  - Or has not employed an individual or been party to a contract with any individual or entity, that has been convicted of a Federal fraud charge related to the instruction or training provided by the institution or establishment.
- The educational institution or training establishment will include their application materials:
  - A list of individuals who will serve as fully qualified instructors for the course of education, as of the date of the application, and an attestation that such individuals:
    - Have a degree or other training, as appropriate, in the field of the course;
    - Effectively teach the skills offered under the course;
    - Have a demonstrated relevant industry experience in the field of the course;
    - A list of individuals who will serve as career services employees for students enrolled in the course and an attestation that such individuals are skilled at identifying professions in the relevant industry that are in need of new employees to hire, tailoring the course of education to meet market needs, and identifying the employers likely to hire graduates.

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**11. THE INSTITUTION UNDERSTANDS AND AGREES THAT THE FOLLOWING CONDITIONS MUST BE MET FOR TRAINING PROGRAMS TO BE APPROVED FOR VA TRAINING BENEFITS.**

- Close supervision by qualified journey workers will be provided throughout the training program;
- Records will be maintained for each trainee. At a minimum, the records will include the following: job assignments, promotions, demotions, lay-off terminations, rates of pay, progress in training as outlined in the work processes, hours of training given monthly in each process and overall progress evaluations made at least each 3 months;
- Credit will be given for previous training and experience and the length of the training program will be reduced proportionately. Trainees who are granted credit for previous training and experience will be placed into the appropriate step of the wage progression scale;
- If required for approval of a training program, the trainee will be advanced to the full journey worker wage immediately upon completion of the training program;
- An Enrollment Certification will not be submitted for a veteran or eligible person who is already qualified for the position because of prior training or experience;
- A copy of an approved training agreement will be provided to the trainee and to the Department of Veterans Affairs (VA);
- Immediately notify VA of any wage increase (or decrease) paid any trainee not in accordance with his or her training agreement.

Authorizing Official  
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**PART V OF WORKSHEET G: SUBMISSION OF MARKETING MATERIALS**

**12. REVIEW OF ADVERTISING AND MARKETING - WITH THIS APPLICATION, YOU MUST ALSO SUBMIT ADVERTISING OR RECRUITING MATERIALS YOUR FACILITY USES THAT ADVERTISES GI BILL OR VETERAN'S BENEFITS. (Advertising may include but is not limited to: scanned brochures, Internet advertising markups, newspaper inserts, etc.) THE SAA MAY REQUEST ADDITIONAL INFORMATION OR ADVERTISING SUBMISSIONS.**

Additionally:

- Institutions are prohibited from using "GI Bill" in any manner that directly or indirectly implies a relationship affiliation, or endorsement affiliation with the Department of Veterans Affairs.
- Institution agrees to adhere to the VA GI Bill Trademark Terms of Use. If you choose to use the words "GI Bill" in advertising, the trademark symbol "®" should be placed at the upper right corner of the trademarked phrase in the most prominent place at first usage; such as the title of a brochure, form, or the very top of web pages and the following trademark attribution notice must be prominently visible: "GI Bill® is a registered trademark of the U.S. Department of Veterans Affairs (VA)." More information can be found at [Trademark Terms of Use - Education and Training \(va.gov\)](#).

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**PART VI OF WORKSHEET G: OTHER INFORMATION SUBMITTED**

**13. REMARKS (If you need more space, please attach the additional remarks to the application.)**

WORKSHEET H - MULTI-STATE APPRENTICESHIP TRAINING FACILITY (VALOR ACT)

PART I OF WORKSHEET H: GENERAL INFORMATION

REVIEW OF OCCUPATIONS - YOU MUST ALSO SUBMIT OCCUPATIONS FOR WHICH YOU ARE REQUESTING APPROVAL ON EITHER VA FORM 22-8865 OR VA FORM 22-10288A TO THE STATE APPROVING AGENCY.

1. TELL US WHY YOU ARE SUBMITTING THIS APPLICATION

- INITIAL APPLICATION. This is a request for an initial approval to be designated as an institution with programs eligible for VA education benefit reimbursement.
ADDING NEW OCCUPATION(S). This is a request for a new occupation to be approved. It must list the various operations for the major kinds of work or tasks to be learned and performed, and the approximate length of time to be spent on each operation or task.

2. IS THE TRAINING ESTABLISHMENT CLASSIFIED AS A NON-FEDERAL APPRENTICESHIP PROGRAM?

- YES NO (If "No," please do not proceed filling out this form.)

3. IS THE APPRENTICESHIP PROGRAM OPERATING IN MORE THAN ONE STATE?

- YES NO (If "No," please do not proceed filling out this form.)

4. DOES THE APPRENTICESHIP PROGRAM(S) MEET THE MINIMUM NATIONAL PROGRAM STANDARDS AS DEVELOPED BY THE U.S. DEPARTMENT OF LABOR? (A program is considered to satisfy this criterion if the standards are signed by the U.S. Department of Labor's Office of Apprenticeship Administrator.)

- YES NO (If "No," please do not proceed filling out this form.)

PART II OF WORKSHEET H: INFORMATION REGARDING OPERATIONAL STATUS OF THE FACILITY

5. THE INSTITUTION UNDERSTANDS THE FOLLOWING IMPORTANT REQUIREMENTS:

- The sponsor will forward the following information to the State Approving Agency of jurisdiction:
VA Form 22-8865
The address on VA Form 22-8865 may be different than the address of the Registered Apprenticeship Program Manager listed in the standards.
The wage rate and journeyman wage rate may be left blank.
Signed national standards, signed by Administrator, Office of Apprenticeship, Employment and Training Administration.
Signed sponsor participation agreement.
This also includes sponsors of interstate commerce carrier programs that meet the VALOR requirements.
The address for the headquarters in the jurisdiction of the State Approving Agency accepting the approval.
Note: The VALOR Act does not require training or any administrative functions for GI Bill® purposes from the headquarters.
Name of the person(s) responsible for the record keeping and the location of the records.
Note: The person does not have to be located physically at the headquarters, and records do not have to be maintained there.
The sponsor facility also agrees to:
Utilize DOL's Registered Apprenticeship Partners Information Data System (RAPIDS).
Ensure completion of DOL-ETA 671 Form Training Agreement.

Authorizing Official Initial Here

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PART III OF WORKSHEET H: FACILITY CERTIFICATION AND ACKNOWLEDGMENTS

6. THE INSTITUTION CERTIFIES THE FOLLOWING STATEMENTS:

- The institution is in compliance with all applicable laws and regulations relating to the approval of courses of education.
During the five-year period preceding the date of this application, the institution has not been subject to, or been party to a contract with any individual or entity that has been subject to:
Any adverse administrative or judicial action that's related to the instruction or training, including with respect to the quality of education, provided by the institution or establishment; and resulted in a fine or penalty in an amount equal to or more than five percent of the amount of funding provided to the institution or establishment under Title IV of the Higher Education Act of 1965 for the fiscal year preceding the year in which the application is submitted;
Or has not employed an individual or been party to a contract with any individual or entity, that has been convicted of a Federal fraud charge related to the instruction or training provided by the institution or establishment.
The educational institution or training establishment will include their application materials:
A list of individuals who will serve as fully qualified instructors for the course of education, as of the date of the application, and an attestation that such individuals:
Have a degree or other training, as appropriate, in the field of the course;
Effectively teach the skills offered under the course;
Have a demonstrated relevant industry experience in the field of the course;
A list of individuals who will serve as career services employees for students enrolled in the course and an attestation that such individuals are skilled at identifying professions in the relevant industry that are in need of new employees to hire, tailoring the course of education to meet market needs, and identifying the employers likely to hire graduate.

Authorizing Official Initial Here

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**PART IV OF WORKSHEET H: SUBMISSION OF MARKETING MATERIALS**

**REVIEW OF ADVERTISING AND MARKETING** - WITH THIS APPLICATION, YOU MUST ALSO SUBMIT ADVERTISING OR RECRUITING MATERIALS YOUR FACILITY USES THAT ADVERTISES GI BILL OR VETERAN'S BENEFITS. *(Advertising may include but is not limited to: scanned brochures, Internet advertising markups, newspaper inserts, etc.)*  
THE SAA MAY REQUEST ADDITIONAL INFORMATION OR ADVERTISING SUBMISSIONS.

Additionally:

- Institutions are prohibited from using "GI Bill" in any manner that directly or indirectly implies a relationship affiliation, or endorsement affiliation with the Department of Veterans Affairs.
- Institution agrees to adhere to the VA GI Bill Trademark Terms of Use. If you choose to use the words "GI Bill" in advertising, the trademark symbol "®" should be placed at the upper right corner of the trademarked phrase in the most prominent place at first usage; such as the title of a brochure, form, or the very top of web pages and the following trademark attribution notice must be prominently visible: "GI Bill® is a registered trademark of the U.S. Department of Veterans Affairs (VA)."  
More information can be found at [Trademark Terms of Use - Education and Training \(va.gov\)](#).

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**PART V OF WORKSHEET H: OTHER INFORMATION SUBMITTED**

7. REMARKS *(If you need more space, please attach the additional remarks to the application.)*



## NON-INSTITUTION OF HIGHER LEARNING PROGRAM SUBMISSION LISTS

### INSTRUCTIONS

When completing VA Form 22-10288a, Program Submission List, please only complete the section related to the type of training provided by your facility, leaving the pages with different types of training blank. Please complete Part I and Part II below in their entirety.

**Please Note:** This form must be submitted with VA Form 22-10288, Application for Approval of a Non-College Degree, Vocational Flight School, License/Certification Exam, Preparatory Courses for License/Certification, Correspondence School, High School, Apprenticeship/On-the-Job Training or Multi-State Apprenticeship Facility.

After completing the Application and Program Submission List, please email the documents to the State Approving Agency (SAA) of jurisdiction for their review. Please use this link: <https://nasaa-vetseducation.com/nasaa-contacts/> to locate the SAA with jurisdiction over your facility (or facilities).

### SIGNATURE PAGE

#### PART I: INSTITUTION CONTACTS

NAME OF SCHOOL CERTIFYING OFFICIAL (Leave blank for original application)

SCHOOL CERTIFYING OFFICIAL EMAIL ADDRESS (Leave blank for original application)

#### PART II: CERTIFICATION AND SIGNATURE OF AUTHORIZING OFFICIAL

**NOTE: ADDITIONAL DOCUMENTATION** - The State Approving Agency and/or VA may require additional information or documentation to process a facility approval and meet applicable state or federal laws.

**I CERTIFY THAT** all statements in this application are true and correct to the best of my knowledge and belief.

NAME OF AUTHORIZING OFFICIAL

SIGNATURE OF AUTHORIZING OFFICIAL

DATE SIGNED (MM/DD/YYYY)

**PRIVACY ACT INFORMATION:** VA will not disclose information collected on this form to any sources other than what has been authorized under the Privacy Act of 1974 or Title 38, Code of Federal Regulations, Section 1.526 for routine uses (e.g. VA sends education forms or letters with a veteran's identifying information to the veteran's school or training establishment to (1) assist the veteran in the completion of claims forms or (2) for the VA to obtain further information as may be necessary from the school for the VA to properly process the veteran's education claim or to monitor his or her progress during training as identified in the VA System of Records, 58VA21/22/28, Compensation, Pension, Education and Veteran Readiness and Employment Records - VA, published in the Federal Register.

**RESPONDENT BURDEN:** The respondent population for this form are educational and training institutions that work coordinately with third-party State Approving Agencies. We need this information to determine whether your institution can have programs approved by a State Approving Agency for the purpose of VA Educational Benefits. We estimate that you will need an average of 1 hour to review the instructions, find the information and complete this form. VA cannot conduct or sponsor a collection of information unless a valid OMB control number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB control numbers can be located on the OMB Internet Page at [www.reginfo.gov/public/40/PRAMain](http://www.reginfo.gov/public/40/PRAMain).





### VOCATIONAL FLIGHT SCHOOL - PROGRAM SUBMISSION LIST

1. INSTITUTION NAME \_\_\_\_\_ 2. FACILITY CODE \_\_\_\_\_

3. CATALOG PUBLICATIONS USED IN THIS FORM

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

#### SUBMITTED VOCATIONAL FLIGHT PROGRAMS FOR EVALUATION OF APPROVAL

PROGRAM NAME	AWARD/DEGREE	PART 141 OR 142 APPROVED	CIP CODE	HOURS	TUITION	NOTES
COURSE			PAGE NUMBER PROGRAM LISTED	COURSE HOURS	HOURLY RATE	LINE-ITEM COST
						\$
						\$
						\$
						\$
						\$

REMARKS \_\_\_\_\_

This is page \_\_\_ of \_\_\_ with programs submitted for approval.

SAA USE ONLY - Approve (Y/N) \_\_\_\_\_ SAA ONLY - REMARKS \_\_\_\_\_



VOCATIONAL FLIGHT SCHOOL - ADDITIONAL INFORMATION SUBMISSION LIST

1. INSTITUTION NAME

2. FACILITY CODE

AIRCRAFT/FLIGHT SIMULATORS/FLIGHT TRAINING DEVICES

AIRCRAFT/SIM/FTD	FAA REGISTRATION	HORSEPOWER	CIP CODE	HOURS	TUITION	NOTES

Please fill-out a new copy of this page for any additional Aircraft you would like to have approved for VA Education Benefits.

AIRCRAFT USED FOR EACH PROGRAM

AIRCRAFT/SIM/FTD	PROGRAM	AIRCRAFT/SIM/FTP	PROGRAM

Please fill-out a new copy of this page for any additional Aircraft you would like to have approved for VA Education Benefits.

ROSTER OF ADMINISTRATIVE AND INSTRUCTIONAL STAFF

AIRCRAFT/SIM/FTD	PROGRAM	AIRCRAFT/SIM/FTP	PROGRAM

Please fill-out a new copy of this page for any additional Administrative/Instructional Staff.

**VOCATIONAL FLIGHT SCHOOL - ADDITIONAL INFORMATION SUBMISSION LIST (Continued)**

REMARKS

This is page \_\_\_\_ of \_\_\_\_ with programs submitted for approval.



LICENSE/CERTIFICATION EXAM ORGANIZATION - EXAMINATION SUBMISSION LIST

1. INSTITUTION NAME

2. FACILITY CODE

3. PUBLICATIONS USED IN THIS FORM

- 1)
- 2)
- 3)

SUBMITTED EXAMS FOR EVALUATION OF APPROVAL

License or Certification Information Section

License or Certification (L/C):  License  Certification  CIP Code Date Valid: \_\_\_\_\_

Name of License or Certification: \_\_\_\_\_ L/C Abbreviation: \_\_\_\_\_

Length of time L/C is valid: \_\_\_\_\_ Prerequisite education or training needed to obtain the L/C: \_\_\_\_\_

Entities that recognize the L/C: \_\_\_\_\_

Requirements for maintaining or renewing the L/C: \_\_\_\_\_

Exam(s) License or Certification Information Section

Name of exam(s) seeking reimbursement: \_\_\_\_\_ Exam(s) name Abbreviation: \_\_\_\_\_

Maximum fee charged for exam (Only exam related fees may be reimbursed): \$ \_\_\_\_\_

Description of exam(s) including purpose: \_\_\_\_\_

Requirements to take the exam(s): \_\_\_\_\_

Length of time before results are released: \_\_\_\_\_

Description of exam(s) including purpose: \_\_\_\_\_

REMARKS

Please fill-out a new copy of this page for any additional License/Certification and Exams you would like to have approved for VA Education Benefits.

This is page \_\_\_ of \_\_\_ with programs submitted for approval.

SAA USE ONLY Approve (Y/N)

SAA ONLY - REMARKS



**PREPARATORY COURSE FOR LICENSE/CERTIFICATION EXAM ORGANIZATION - PROGRAM SUBMISSION LIST**

1. INSTITUTION NAME	2. FACILITY CODE
---------------------	------------------

3. CATALOG PUBLICATIONS USED IN THIS FORM

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

**SUBMITTED PREPARATORY PROGRAMS FOR EVALUATION OF APPROVAL**

**Preparatory Course Approval Section**

Entities that recognize the L/C: \_\_\_\_\_ Course tuition cost \$ \_\_\_\_\_

Are there any mandatory course fees? (Fees can include instructional materials only, if these are mandatory resources for the program.)  Yes  No

List of course fees (Please attach additional information if more space is needed. The SAA may request additional information if required.):

Total Course Tuition and Fees Eligible for Reimbursement: \$ \_\_\_\_\_

Test prep courses may be offered online or in an online/in-person hybrid modality in accordance with the facility's approval. There is no monetary cap for these courses, as the costs of these courses are charged to entitlement pursuant to 38 U.S.C. § 3315B.

VA beneficiaries may repeat these courses as many times as they deem appropriate as beneficiaries do not receive housing allowance for these courses, but using more entitlement if they chose to take the course repeatedly. Therefore, no waiting period is necessary, and a VA beneficiary may repeat from the same or a different course provider.

**License or Certification Exam Information Section**

For educational assistance to be payable for a licensing, certification, or national exam preparatory course, the exam for which the course is designed must already be approved under 38 CFR §21.4268(b).

Name of exam(s) the course prepares for: \_\_\_\_\_

Does the exam certify for License or Certification?  License  Certification  CIP Code \_\_\_\_\_ Name of L/C the exam(s) certify for: \_\_\_\_\_

Name of the organization that issues the L/C: \_\_\_\_\_

Entities that recognize the License or Certification: \_\_\_\_\_

**PREPARATORY COURSE FOR LICENSE/CERTIFICATION EXAM ORGANIZATION - PROGRAM SUBMISSION LIST (Continued)**

REMARKS

Please fill-out a new copy of this page for any additional Preparatory Courses you would like to have approved for VA Education Benefits.

This is page \_\_\_\_\_ of \_\_\_\_\_ with programs submitted for approval.

**SAA USE ONLY -  
Approve (Y/N)**

**SAA ONLY - REMARKS**



### CORRESPONDENCE SCHOOL / COURSES - PROGRAM SUBMISSION LIST

1. INSTITUTION NAME \_\_\_\_\_ 2. FACILITY CODE \_\_\_\_\_

3. CATALOG PUBLICATIONS USED IN THIS FORM (If your submission requires more than three catalog publications, please attach an additional copy of this form.)

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

**SUBMITTED CORRESPONDENCE PROGRAMS FOR EVALUATION OF APPROVAL**

PROGRAM NAME	AWARD/ DEGREE	CATALOG PUBLICATION NUMBER (As Listed Above)	PAGE NUMBER PROGRAM LISTED	IN THE PAST SIX MONTHS HAVE 80% OF THOSE PURSUING THE COURSE COMPLETED IT WITHIN SIX MONTHS? (Y/N)	CIP CODE	NOTES	SAA USE ONLY Approve (Y/N)

REMARKS \_\_\_\_\_

This is page \_\_\_\_\_ of \_\_\_\_\_ with programs submitted for approval.





APPRENTICESHIP, ON-THE-JOB TRAINING, OR MULTI-STATE REGISTERED APPRENTICESHIP - TRAINING PROGRAM SUBMISSION LIST

1. INSTITUTION NAME	2. FACILITY CODE
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Please provide a schedule listing various operations for major kinds of work or tasks to be learned and showing for each job operations or work, tasks to be performed, and the approximate length of time to be spent on each operation or task; and the complete standards of apprenticeship/training agreement including any appendices.

SUBMITTED OCCUPATIONS FOR EVALUATION OF APPROVAL

3. JOB TITLE <i>(Position for which training will be provided)</i>	4. JOB DESCRIPTION <i>(Please keep brief)</i>	
5. LENGTH OF PROGRAM <i>(Indicate hours or months)</i>	6. HOURS IN STANDARD WORK WEEK	
7. HOURS OF RELATED TRAINING OUTSIDE OF JOB REQUIRED EACH YEAR <i>(If non, write "None")</i>	8. NUMBER OF FULLY QUALIFIED EMPLOYEES AVAILABLE AS INSTRUCTORS FOR EACH TRAINEE	
9A. MAXIMUM NUMBER OF TRAINEES THAT CAN BE TRAINED AT ANY ONE TIME	9B. CIP CODE	
10. BEGINNING WAGE FOR TRAINEES	11. PRESENT JOURNEYWORKER WAGE	

12. WAGE PROGRESSION DURING TRAINING			
A. PERIOD	B. NO. OF MONTHS	C. WAGE LEVEL	C. WAGE LEVEL
1ST		\$ PER	\$ PER
2ND		\$ PER	\$ PER
3RD		\$ PER	\$ PER
4TH		\$ PER	\$ PER
5TH		\$ PER	\$ PER

Please fill-out a new copy of this page for any additional Preparatory Courses you would like to have approved for VA Education Benefits. This is page \_\_\_ of \_\_\_ with programs submitted for approval.

SAA USE ONLY - Approve (Y/N)	SAA ONLY - REMARKS
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**DESIGNATION OF CERTIFYING OFFICIAL(S)**

**INSTRUCTIONS**

This form must be completed whenever there is a change in any of the information. Include the names, titles, and signatures of **all** certifying officials, not just the changed information. **IMPORTANT: All designated Certifying Officials must be listed as each form supersedes the previous form.**

**Item 1.** Enter the complete name and address and VA facility code (if assigned) of the school or training establishment.

**Items 2A & 2B.** Officials listed in Items 2A and 2B (this excludes those in Item 2C) are designated to sign VA Enrollment Certifications, Certifications of Change in Student Status, Certifications of Delivery of Advance Payments, Certifications of Pursuit, Attendance, Flight Training, On-the-Job or Apprenticeship Training (as applicable), School Portion of VA Form 22-1990t or VA Form 22-10201 and other Certifications of Enrollment.

Enter the complete name and title for each certifying official. This person must sign the form on the same line as his or her name and title. Provide this individual's direct telephone number and email address.

- The individual must validate that he or she has fulfilled any mandatory section 305 training requirements as described below.
- The individual must indicate if they are receiving Department of Veterans Affairs Education benefits. VA will not pay VA benefits for enrollment in a course certified by the individual taking the course. During compliance survey, the records of any individuals listed in items 2A and 2B who are receiving VA benefits at this facility will be reviewed.

**SECTION 305 TRAINING INSTRUCTIONS**

**Newly Designated Certifying Officials:** All newly designated Certifying Officials must complete required online training for new certifying officials based on their type of facility and provide a copy of their training certificate when submitting this form. Enter the date the new certifying official training was completed in the '305 training date' box.

**Newly Approved Institutions:** An individual designated as a certifying official must complete the required new certifying official training using the generic facility code #1-2-3456-78. Instructions will be provided to update the SCO Training Portal once the facility has received a VA Facility Code. Enter **PENDING VA FACILITY CODE** in the '305 training date' box if your facility has not yet received a VA Facility Code.

**Existing Certifying Officials:** Enter the date the certifying official completed the annual training requirement in the '305 training box'. If the institution is not currently designated as a "covered institution", enter EXEMPT in the '305 training date' box.

**Item 3.** Use Item 3, Remarks if additional space is needed.

**Items 4 and 5.** Sign and date the form. **NOTE:** The person signing the form must be a person authorized to enter the school or training establishment into a binding agreement with the Department of Veterans Affairs.

**Item 6.** Print name and title of designating official.

**Items 7 and 8.** Provide Designated Official's email address and direct telephone number.

**PURPOSE:** This form is used to provide the names and signatures of those individuals who are authorized to certify enrollment information to the Department of Veterans Affairs.

1. NAME AND ADDRESS OF SCHOOL OR TRAINING ESTABLISHMENT <i>(Include ZIP Code)</i>	VA FACILITY CODE (if Assigned)								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table>								

2A. THE **PRIMARY CERTIFYING OFFICIAL** ACTS AS THE PRIMARY POINT OF CONTACT AT THE TRAINING FACILITY. APPROVAL AND COMPLIANCE SURVEY RELATED INQUIRIES AND CORRESPONDENCE WILL BE DIRECTED TO THE ATTENTION OF THIS INDIVIDUAL. THE FOLLOWING INDIVIDUAL IS DESIGNATED AS THE PRIMARY CERTIFYING OFFICIAL FOR THE SCHOOL OR TRAINING ESTABLISHMENT.

NAME	TITLE	SIGNATURE	
		<div style="border: 1px solid black; width: 100%; height: 30px;"></div>	
TELEPHONE NUMBER <i>(Include Area Code)</i>	EMAIL	DATE SECTION 305 REQUIREMENTS WERE MET (See Section 305 Training Instructions Above)	IS THIS INDIVIDUAL IN RECEIPT OF DEPARTMENT OF VETERANS AFFAIRS EDUCATION BENEFITS?
			<input type="radio"/> YES <input type="radio"/> NO

**2B. THE FOLLOWING ARE DESIGNATED AS ADDITIONAL CERTIFYING OFFICIALS OF THIS SCHOOL OR TRAINING ESTABLISHMENT:**

	NAME	TITLE	SIGNATURE	
(1)				
	TELEPHONE NUMBER <i>(Include Area Code)</i>	EMAIL	DATE SECTION 305 REQUIREMENTS WERE MET <small>(See Section 305 Training Instructions Above)</small>	IS THIS INDIVIDUAL IN RECEIPT OF DEPARTMENT OF VETERANS AFFAIRS EDUCATION BENEFITS?
				<input type="radio"/> YES <input type="radio"/> NO
(2)				
	TELEPHONE NUMBER <i>(Include Area Code)</i>	EMAIL	DATE SECTION 305 REQUIREMENTS WERE MET <small>(See Section 305 Training Instructions Above)</small>	IS THIS INDIVIDUAL IN RECEIPT OF DEPARTMENT OF VETERANS AFFAIRS EDUCATION BENEFITS?
				<input type="radio"/> YES <input type="radio"/> NO
(3)				
	TELEPHONE NUMBER <i>(Include Area Code)</i>	EMAIL	DATE SECTION 305 REQUIREMENTS WERE MET <small>(See Section 305 Training Instructions Above)</small>	IS THIS INDIVIDUAL IN RECEIPT OF DEPARTMENT OF VETERANS AFFAIRS EDUCATION BENEFITS?
				<input type="radio"/> YES <input type="radio"/> NO
(4)				
	TELEPHONE NUMBER <i>(Include Area Code)</i>	EMAIL	DATE SECTION 305 REQUIREMENTS WERE MET <small>(See Section 305 Training Instructions Above)</small>	IS THIS INDIVIDUAL IN RECEIPT OF DEPARTMENT OF VETERANS AFFAIRS EDUCATION BENEFITS?
				<input type="radio"/> YES <input type="radio"/> NO
(5)				
	TELEPHONE NUMBER <i>(Include Area Code)</i>	EMAIL	DATE SECTION 305 REQUIREMENTS WERE MET <small>(See Section 305 Training Instructions Above)</small>	IS THIS INDIVIDUAL IN RECEIPT OF DEPARTMENT OF VETERANS AFFAIRS EDUCATION BENEFITS?
				<input type="radio"/> YES <input type="radio"/> NO

**2B. THE FOLLOWING ARE DESIGNATED AS ADDITIONAL CERTIFYING OFFICIALS OF THIS SCHOOL  
OR TRAINING ESTABLISHMENT (Continued):**

	NAME	TITLE	SIGNATURE	
(6)				
	TELEPHONE NUMBER <i>(Include Area Code)</i>	EMAIL	DATE SECTION 305 REQUIREMENTS WERE MET (See Section 305 Training Instructions Above)	IS THIS INDIVIDUAL IN RECEIPT OF DEPARTMENT OF VETERANS AFFAIRS EDUCATION BENEFITS?
				<input type="radio"/> YES <input type="radio"/> NO
(7)				
	TELEPHONE NUMBER <i>(Include Area Code)</i>	EMAIL	DATE SECTION 305 REQUIREMENTS WERE MET (See Section 305 Training Instructions Above)	IS THIS INDIVIDUAL IN RECEIPT OF DEPARTMENT OF VETERANS AFFAIRS EDUCATION BENEFITS?
				<input type="radio"/> YES <input type="radio"/> NO

**2C. A READ-ONLY SCO IS AN INDIVIDUAL AT AN EDUCATIONAL INSTITUTION WITH PERMISSION TO ACCESS ENROLLMENT INFORMATION, REQUEST INFORMATION, AND SUBMIT INQUIRIES TO VA TO ASSIST AN AUTHORIZED SCO WITH OBTAINING ACCURATE INFORMATION TO CERTIFY STUDENT'S ENROLLMENT. INDIVIDUALS REQUESTING "READ ONLY" ACCESS ARE NOT REQUIRED TO COMPLETE 305 TRAINING.**

NO.	NAME	NO.	NAME
(1)		(3)	
(2)		(4)	

3. REMARKS

4. SIGNATURE OF DESIGNATING OFFICIAL (See Specific Instructions Items 4 and 5)	5. DATE	6. PRINT NAME AND TITLE
7. EMAIL ADDRESS	8. TELEPHONE NUMBER (Include Area Code)	

**PENALTY** - The law provides that whoever makes any statement of a material fact knowing it to be false shall be punished by fine or imprisonment or both.

**PRIVACY ACT NOTICE:** VA will not disclose information collected on this form to any source other than what has been authorized under the Privacy Act of 1974 or Title 38, Code of Federal Regulations 1.576 for routine uses as identified in the VA system of records, 58VA21/22/28, Compensation, Pension, Education, and Veteran Readiness and Employment Records - VA, published in the Federal Register. An example of a routine use (e.g., VA sends educational forms or letters with a veteran's identifying information to the veteran's school or training establishment to (1) assist the veteran in the completion of claims forms or (2) for VA to obtain further information as may be necessary from the school for VA to properly process the veteran's education claim or to monitor his or her progress during training). Your obligation to respond is required to obtain or retain education benefits. VA cannot recognize you as the proper certifying official unless the information is furnished as required by existing law (38 U.S.C. 3680(g)). The responses you submit are considered confidential (38 U.S.C. 5701). Any information provided by applicants, recipients, and others is subject to verification through computer matching programs with other agencies.

**RESPONDENT BURDEN:** An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this project is 2900-0262, and it expires 08/31/2027. Public reporting burden for this collection of information is estimated to average 10 minutes per respondent, per year, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate and any other aspect of this collection of information, including suggestions for reducing the burden, to VA Reports Clearance Officer at [VACOPaperworkReduAct@va.gov](mailto:VACOPaperworkReduAct@va.gov). Please refer to OMB Control No. 2900-0262 in any correspondence. Do not send your completed VA Form 22-8794 to this email address.





Department of Veterans Affairs

**STATEMENT OF ASSURANCE OF COMPLIANCE WITH EQUAL OPPORTUNITY LAWS**

The Paperwork Reduction Act of 1995 requires us to notify you that this information collection is in accordance with the clearance requirements of section 3507 of the Paperwork Reduction Act of 1995. We may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a valid OMB number. We anticipate that the time expended by all individuals who must complete this form will average 5 minutes. This includes the time it will take to read instructions, gather the necessary facts and fill out the form.

(hereinafter called the "Signatory")

\_\_\_\_\_  
*(Name of Organization, Institution, or Individual)*

**HEREBY AGREES THAT:**

It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), and all Federal regulations adopted to carry out such laws. This assurance is directed to the end that no person in the United States shall, on the ground of race, color, national origin (Title VI), handicap (Section 504), sex (Title IX, in education programs and activities only), or age (Age Discrimination Act) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of the Signatory receiving Federal financial assistance or other benefits under statutes administered by VA (Department of Veteran Affairs), the ED (Department of Education), or any other Federal agency. This assurance applies whether assistance is given directly to the recipient or indirectly through benefits paid to a student, trainee, or other beneficiary because of enrollment or participation in a program of the Signatory.

The Signatory **HEREBY GIVES ASSURANCE** that it will promptly take measures to effect this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Signatory or ED, this assurance shall obligate the Signatory, or in the case of transfer of such property any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. In all cases, this assurance shall obligate the Signatory for the period during which the Federal financial assistance is extended to any of its programs by VA, ED or any other Federal agency.

**THIS ASSURANCE** is given in consideration of and for the purpose of obtaining Federal financial assistance, including facilities furnished or payments made under sections 104 and 244(1) of Title 38, U.S.C. Also, sections 1713, 1720, 1720A, 1741-1743, 2408, 5902(a)(2), 8131-8137, 8151-8156 (formerly 613, 620, 620A, 641-643, 1008, 3402(a)(2), 5031-5037, 5051-5056 respectively) and 38 U.S.C. chapters 30, 31, 32, 35, 36, 82, and 10 U.S.C. chapter 106. Under the terms of an agreement between VA and ED, this assurance also includes Federal financial assistance given by ED through programs administered by that agency. Federal financial assistance is understood to include benefits paid directly to the Signatory and/or benefits paid to a beneficiary contingent upon the beneficiary's enrollment in a program or using services offered by the Signatory.

The Signatory agrees that Federal financial assistance or other benefits will be extended in reliance on the representations and agreements made in this assurance; that VA or ED will withhold financial assistance, facilities, or other benefits to assure compliance with the equal opportunity laws; and that the United States shall have the right to seek judicial enforcement of this assurance.

**THIS ASSURANCE** is binding on the Signatory, its successors, transferees, and assignees for the period during which assistance is provided. The Signatory assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to its students or trainees in connection with the Signatory's programs or services are not discriminating against those students or trainees in violation of the above statutes.

The person whose signature appears below is authorized to sign this assurance.

SIGNATURE OF AUTHORIZED OFFICIAL	DATE
NAME AND TITLE OF AUTHORIZED OFFICIAL	
MAILING ADDRESS OF AUTHORIZED OFFICIAL	



Washington Student Achievement Council

STATE APPROVING AGENCY  
VETERAN'S TRAINING AGREEMENT  
"ON-THE-JOB TRAINING"

Training Establishment

Veteran's Profile

Name \_\_\_\_\_

First Name: \_\_\_\_\_

Address \_\_\_\_\_

Last Name: \_\_\_\_\_

\_\_\_\_\_ (Zip) \_\_\_\_\_

Facility Code: \_\_\_\_\_

Telephone \_\_\_\_\_

FAX \_\_\_\_\_

Training Coordinator  
\_\_\_\_\_

Training Program Information

1. Program Name: \_\_\_\_\_

2. Length of the training period as approved by the SAA for the occupation:  
in months \_\_\_\_\_ and in hours: \_\_\_\_\_

3. Credit given for prior experience: \_\_\_\_\_

4. Training dates: *(excluding credit for prior experience)*

Beginning \_\_\_\_\_ Ending \_\_\_\_\_

5. Method used to show veteran's progress toward job objective: \_\_\_\_\_

6. Entrance Wage: \$ \_\_\_\_\_

\*\*\*\*\*  
\*

**TERMS OF AGREEMENT**

The job, which is the objective of the training, is an entry-level position within the specified occupational area which can be attained only through participation in an organized and supervised on-the-job training program, but not through such factors as normal turnover or length of service within the training establishment.

The training program is of sufficient content to prepare the employee adequately for the job objective. Provision will be made for related instruction for the individual veteran who may need it.

Adequate space, equipment, instructional material, and instructor personnel will be maintained throughout the training program.

The job customarily requires a period of training of not less than six months and not more than two years of full-time training. The length of the training period is no longer than that customarily required by the training establishment and other training establishments in the community to provide the veteran the required skills and to arrange for the acquiring of job knowledge, technical information, and other facts which the veteran will need to learn in order to become competent on the job for which he/she is being trained.

This certifies that the veteran or eligible person is not already qualified by training and experience for the job. No veteran already qualified for the job objective will be permitted participation in the DVA/OJT program. Veterans who are partially qualified will be given credit for experience or previous training and their training programs will be shortened accordingly. By signing below I am certifying that all applicable prior credit toward this OJT Program has been reviewed and applied as appropriate.

The veteran trainee is covered by Industrial Accident Insurance - Workmen's Compensation.

The wages paid the veteran upon entrance into training will meet the legal minimum wage, will not be less than the wages paid non-veterans in the same training position, and will be at least 50% of the wages paid for the job for which he/she is to be trained. Furthermore, the wages will be increased in regular periodic increments until they are at least 85% of the wages paid for the job for which the veteran(s) is being trained no later than the last full month of the scheduled training period.

There is reasonable certainty that the job with your establishment for which the veteran is to be trained will be available to him/her immediately at the end of the training period.

The veteran employee will spend a minimum of 30 hours per week training in the program.

A file will be maintained on each veteran trainee during the training program. The file will contain the program approval letter, training agreement, training outline, and monthly progress report forms. Records will also be maintained on the number of hours worked and the wages paid to the employee.

A signed copy of the training agreement and the training program outline will be provided to the trainee.

\*\*\*\*\*

**I acknowledge by my signature that this training program is/will be in accordance with the above terms.**

\_\_\_\_\_  
Authorized Signature of Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

**I acknowledge by my signature that I have read and understand the terms of this agreement, and I agree to apply myself diligently and faithfully to the training program as set forth herein.**

\_\_\_\_\_  
Signature of Veteran Trainee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Distribution:**

Original: To: WSAC/State Approving Agency, P.O. Box 43430, Olympia, WA 98504-3430  
Copies: (2) Employer/Veteran Trainees File  
(3) Veteran Trainee

**XXXXXX Police Department Officer In Training Outline**

<b>Phase 1: Basic Law Enforcement Academy Training</b>	<b>720 Hours</b>
Previously submitted and paid	
<b>Phase 2: Field Training and Evaluation</b>	<b>480 Hours</b>
<b>Week 1</b>	
Orientation and Review of FTO Program	5
City and Department Organization	5
Department Communications/ Directive Systems	10
Overview of General Orders	10
Assignment of Equipment	5
Computer Orientation	5
	<b>40 Hours</b>
<b>Week 2</b>	
Policy: Department Authority and Jurisdiction	2
Policy: Use of Force	2
Policy: Code of Ethics	2 Hours
Case Law: Academy law Review	2 Hours
Parking violations	2 Hours
Securing and transport of Prisoners	5
Emergency Vehicle Operations	5
Reports/ Forms	10
Geographic Orientation: Introduction	10
	<b>40 Hours</b>
<b>Week 3</b>	
Policy: Pursuits	2
Policy: Arrest and Booking	2 hours
Backup/ Officer Safety	2
On Scene Command	2
Case Law: Consent to Search: Ferrier	2
Case Law: Plain View, Open view, Plain Touch	5
Case Law: Culpability Of Crimes	5 hours
Radio Communications: Introductions	5
Traffic Enforcement:	5
Reports/ Forms	10
	<b>40 hours</b>
<b>Week 4</b>	
Policy: Response to Routine and Emergency Situations	2
Policy: Personal Safety	2
Policy: Impartial Policing	2
Case Law: Criminal Traffic	2
Case Law: Arson and Reckless Burning	2
Case Law: Alcohol Violations	5
Response to Alarms	5

	High Risk Stops	5
	Traffic Enforcement:	5
	Witness Contacts and Info Gathering	5
	Reports/ Forms	5
		40 hours
Week 5		
	Policy: Radio Comms	4
	Policy: False Alarms/ Unsecured Buildings	4
	Case Law: Inventory Searches	4
	Case Law: Title 13/16	4
	Case Law: Obstructing a Law Enforcement Officer	4
	Custody, Searches, Officer Safety Review	4
	Towing of Vehicles	4
	Traffic Enforcement:	4
	Communications: Suspect and Victim Contact	4
	Reports/Forms	4
		40 Hours
Week 6		
	Policy: Response to DV	3
	Policy: Temp Court Orders	3
	Case Law: DV	3
	Case Law: Court Orders	3
	Case Law: Emergency Doctrine	3
	Case Law: Community Care Taking	3
	Prowler Complaints	3
	Field Interview Reports	3
	DV Incidents	3
	Traffic Enforcement:	3
	Statements/ Quotes/ Confessions	5
	Reports/ Forms	5
		40 Hours
Week 7		
	Policy: Patrol Ops	4
	Policy: Duty to Report	4
	Policy: Bicycle Patrol	4
	Case Law	4
	Sexual Assaults/ Sex Crimes	4
	Stolen Vehicles/ Property	4
	Commercial Vehicle Enforcement	4
	Traffic Enforcement: Reckless/ Neg. Driving	4
	Miranda: Interview Vs. Interrogation	4
	Reports/ Forms	4
		40 Hours
Week 8		
	Policy: Media Relations	1
	Policy: General management	1
	Harassment/ Discrimination	1

Juveniles	1
Case Law: Juvenile/ School Contacts	1
Abuse/ Neglect	1
Threats/ Harassment	1
Juvenile Contacts	1
CRC/ Juvenile Detention/ Courts	1
Crime Scene Processing	1
Investigating Assaults	5
Missing Persons/ Abductions/ Amber Alert	5
Traffic Enforcement: Eluding/Fail to stop	5
Traffic Enforcement: Dui/ MVA Review	5
Taped/Video Statements	5
Reports/ Forms	5
	40 Hours

Week 9

Policy: Training Bulletins and Operational Orders	5
Case Law: Fraud and Forgery	5
Case Law: Identity Theft	3
Case Law: Criminal Impersonation	2
Case Law: Pursuit Review	2
Dealing with Mentally Ill/ Handicapped	3
Building Searches	2
Alarm Procedures	5
Traffic Enforcement	5
Mobile Camera Systems	5
Reports/Forms	3
	40 Hours

Week 10

Policy: Evidence Handling and Storage	3
Policy: General Order Review	3
Case Law: Drug Laws	3
Case Law: Landlord Tenant Laws	3
Firearms/ Dangerous Weapons	4
Death Investigation	4
Clandestine Labs	4
Armed Subjects	4
Death Investigations/ Suicides	4
Bomb Threats	4
Report/ Forms	4
	40 Hours

Week 11

Investigations: Organizations	6
Investigations: Responding to/ Securing Crime Scenes	6
Processing of Crime Scenes	6
Crime Response Unit	6
Process of Investigations	6

Search Warrants	5
Major Crimes	5
	40 Hours

**Week 12**

Policy: Discipline/ Grievance Procedures	4
Policy: Outside/ Off Duty Employment	4
Animal Control	4
E911 Communications Center	4
E911 Orientating to Phones/Radio/CAD	4
Police Rescores/ Public Disclosure	4
Court Procedures	4
Bailiff Duties	4
Complaints: Office of Professional Standards	4
Patrol Assignment	4
	40 Hours

**Phase 3            Officer in Training is assigned to patrol shift (solo)            808 Hours**

Training will be mentored under the direction of the shift/squad supervisor and may also be assigned remedial or additional training. Evaluations will be completed weekly, monthly and quarterly by the shift supervisor and/ or assigned FTO. Final review of is required at the end of this period for final assignment to patrol duties. Officer-in-training will attend Basic Collision Investigation and Basic Investigation courses, as well as specialty courses such as Bicycle Patrol, Reid Interview & Interrogation, etc.

AGREEMENT

BY AND BETWEEN

CITY OF HOQUIAM

AND

~~FRATERNAL ORDER OF POLICE LODGE 23~~  
Teamsters Union Local 252

Representing

HOQUIAM POLICE ASSOCIATION

JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

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# WORKING AGREEMENT

## CITY OF HOQUIAM - HOQUIAM POLICE ASSOCIATION

These Articles constitute an Agreement between the City of Hoquiam, a political subdivision of the State of Washington, hereinafter referred to as the "Employer" or "City" and the Hoquiam Police Association, Hoquiam Washington, hereinafter referred to as the "Association".

### ARTICLE 1- UNION ASSOCIATION RECOGNITION

- 1.1 UNION ASSOCIATION RECOGNITION - The employer recognizes the Teamsters Union Local 252, hereinafter referred to as the "Union" Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its commissioned police employees except the bargaining unit.
- 1.2 The City shall notify the Union Association in advance of any proposed substantial changes in departmental organization and hearings related to such changes that may tend to affect the wages, hours, or working conditions of employees within the bargaining unit.
- 1.3 The City agrees to furnish copies of written surveys or written studies concerning police department operations to the Union Association and in doing so, assist the Union Association and allow it a reasonable time in which to formulate an official position on contemplated changes. The Union Association agrees not to reveal information contained in the surveys or studies until after the information has been made public to the press or a governmental body by the employer.

### ARTICLE 2 – UNION ASSOCIATION MEMBERSHIP AND DUES DEDUCTION

- 2.1 The City agrees to deduct from the paycheck for each employee, who has so authorized it in writing, the initiation fee and regular monthly dues uniformly required of members of the Union Association. The amount deducted shall be transmitted monthly to the Union Association on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto.
- 2.2 Any employee may revoke his or her authorization for payroll deduction of payments to the Union Association by written notice to the City and Union Association, Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the City's receipt of the employee's written notice.
- 2.3 The Union Association agrees to defend and indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City and/or Union Association to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action, provided that the Union Association shall have no obligation to defend and indemnify if the result of the liability is a result of the City's own negligence. The City will promptly notify the

Union Association in writing of any claim, demand, suit, or other form of liability asserted against the City and/or Union Association relating to its implementation of this Article.

- 2.4 New Employees. The Employer will notify the Union Association of all new hires in the bargaining unit within ten (10) working days of hire.
- 2.5 Upon the written authorization of an employee, and with the approval of the Union Association, the City shall deduct from the wages of each employee the uniform dues, initiation fees and assessments required for membership in the Union Association, as provided to the City, in writing, by the Union Association from time to time. The City shall transmit each pay period said moneys to the Union Association, along with the names of each employee whose dues are transmitted. Upon ratification of contract, if requested by the Union Association, in writing, the City shall use and timely transmit Union Association moneys to the Union's Association's designated financial institution and account via Electronic Funds Transfer (EFT).
- 2.6 An employee's paycheck shall be timely transmitted to the employee's designated financial institution and account through the use of Electronic Funds Transfer (EFT).

### **ARTICLE 3 - ENTIRE AGREEMENT**

This agreement expresses the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

The Union Association recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the employer possesses, including:

- (1) The exclusive right to establish reasonable work rules.
- (2) The right to schedule work as required in a manner most advantageous to the employer and consistent with the requirements of municipal employment and the public interest, not in conflict with this agreement.
- (3) It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employees.
- (4) The right to discipline or discharge for cause as defined by the Civil Service rules of the City of Hoquiam and this agreement.

- (5) The right to lay off for lack of work or funds or the occurrence of conditions beyond the control of the employer or where such continuation of work would be wasteful and unproductive.
- (6) The right to determine reasonable schedules or work and to establish the methods and processes by which such work is performed, but not in conflict with this agreement.
- (7) Labor Management Meetings -The Employer and the Union Association, recognizing the advantages of mutual cooperation, hereby agree to establish a joint committee to facilitate labor-management relations relative to suggestions and complaints of a general nature affecting the Union Association and the Employer. The committee shall consist of three duly authorized representatives from the Union Association and three representatives designated by the Employer.

Either party can take the lead to request a meeting and establish the agenda. Other meetings may be called as necessary.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

**5.1** A grievance means a dispute or disagreement raised by an employee of the bargaining unit against the City. Grievances shall be limited to those disputes or disagreements involving the interpretation and application of the provisions of this agreement, including an established custom or practice of benefit to the employees, initiated by the department that arises under this agreement.

**5.2** Grievances shall be processed and settled in the following manner. Failure of the grievant to meet the time limits established in this article shall bar any further action.

**5.2.1** STEP ONE - The employee, group of employees, and/or Union representative, who have an alleged grievance, shall present the grievance to the employee's immediate supervisor within ten (10) calendar days of its occurrence or the date the employee should have reasonably known of its occurrence. The supervisor shall only attempt to resolve grievances within the supervisor's immediate control and shall notify the Chief of all grievances filed. If the immediate supervisor cannot resolve the grievance or if it is outside his or her control then he or she shall submit, in writing, his or her decision to the employee within ten (10) calendar days. If not resolved the grievance shall proceed to STEP 2.

- 5.2.2** STEP Two - If the grievance was not resolved in STEP 1, the employee, group of employees, or the Union shall submit the grievance in writing within ten (10) calendar days after the supervisor's decision to the Police Chief and the Union Grievance Committee. The Police Chief shall attempt to resolve the grievance within ten (10) calendar days after it's been presented in writing. The written statement shall include the section(s) of the agreement allegedly violated, the facts known, and the remedy sought. If the Chief is unable to resolve the grievance, the Chief shall notify the Union in writing and the grievance shall proceed to STEP 3.
- 5.2.3** STEP THREE - If the grievance was not resolved in STEP 2, the employee may refer the grievance in writing together with all other pertinent material to the City Administrator, or if there is no City Administrator, to the Mayor within ten (10) calendar days after the Chief notifies the Union that the grievance cannot be resolved. The Administrator or Mayor shall notify the Union in writing of the decision of the City within ten (10) calendar days.
- 5.2.4** STEP FOUR - If the Union and the City Administrator or Mayor fail to reach a satisfactory adjustment within ten (10) days after the reply of the City Administrator or Mayor is due, either party may refer the matter to a neutral third party who shall serve as an impartial arbitrator. In the event the City and Union are unable to agree upon the neutral third party, the parties shall petition the Federal Mediation Services ("FMCS") or the American Arbitration Association ("AAA") to submit a list of five names of qualified arbitrators from which the parties shall alternately strike names until only one name remains. If neither agency provides an acceptable list, the Washington Public Employment Relations Commission ("PERC") will be requested to supply a list. The right to strike first shall be determined by the flip of a coin. The remaining name shall serve as the impartial arbitrator who shall conduct a hearing and issue a decision which shall be final and binding upon all parties to the dispute. The arbitrator may only render a decision on issues addressed within this Agreement.
- 5.3** TIME LIMITS - At any step of the grievance procedure time limits may be extended by mutual written agreement of the parties.
- 5.4** Each party shall bear the expense of presenting its own case. The expenses of the arbitrator shall be barn equally by the City and the Union.
- 5.5** If the City is the grieving party, the City shall submit the grievance in writing to the Union President. The same time limits and procedures as specified above shall apply except the roles of the Union and the City shall not be reversed.
- 5.6** At the employee's option, when the jurisdiction is concurrent, the employee may elect to process appeals either through the Civil Service Commission or the grievance procedure and binding arbitration but may not appeal to both.

## **ARTICLE 6 - NON-DISCRIMINATION**

The employer agrees not to interfere with the rights of the employees to become members of the Union Association and shall not discriminate, interfere, restrain, or coerce an employee because of Union Association membership, any Union Association member activity in an official capacity on behalf of the Union Association, or for any other cause related to the Union-Association.

## **ARTICLE 7 - DISCIPLINE AND DISCHARGE**

**7.1** JUST CAUSE- No employee shall except for just cause. Verbal reprimands, warnings, or counseling's are not considered formal discipline and shall not be subject to the grievance procedure.

**7.2** IMPLEMENTATION- If an occasion arises to discipline an employee, it shall be done, if practical, in a manner not to embarrass the employee. More specific policies and procedure regarding discipline shall be those contained in Hoquiam Police Department Policy and Procedures Manual. In cases of conflict between the agreement and the Policy and Procedure Manual, this agreement shall prevail.

**7.3** DUE PROCESS- In the event the City believes an employee may be subject to discipline greater than a verbal reprimand, the following due process procedure shall be used:

- (a) The employee shall be notified of the charges or allegations that may subject him or her to discipline;
- (b) The employee shall be notified of the disciplinary sanctions being considered;
- (c) The employee will be given an opportunity to refute the charges or allegations either in writing or orally at an informal hearing; and
- (d) At the employee's request and upon notice to the employer, the employee will be allowed to association and/or legal representation at the informal hearing.

**7.4** JUSTCAUSE STANDARDS- For the purposes of this agreement, just cause shall be determined in accordance with the following guidelines:

- (a) The employee shall have warning of the consequences of his or her conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person;
- (b) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, with variations allowed based on the actual situations of the alleged misconduct;

- (c) The City must conduct a reasonable investigation;
- (d) It must be determined by a preponderance of the evidence that the employee in fact committed the alleged misconduct or act;
- (e) The discipline must be appropriate and applied in an evenhanded manner based upon the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operations; and
- (f) The employee's past employment record shall be considered, if appropriate, based upon the severity of the act.

**7.5** USE OF DEADLY FORCE SITUATIONS-An employee using deadly force while exercising authority as a Police Officer shall be allowed to consult with an Union Association representative or attorney, upon request, prior to being required to give an oral or written statement about the use of deadly force, except for a public safety statement. Such right to consult with a representative or attorney shall not delay the giving of the statement more than forty-eight (48) hours.

## **ARTICLE 8 - POLICE OFFICER'S BILL OF RIGHTS**

**8.1** It is recognized that the employer has the right to adopt rules for the conduct of its employees and to discipline, suspend, demote or discharge any employees provided that said rules or actions do not conflict with applicable City ordinances, Civil Service rules and regulations, or the labor contract between the Union Association and the City.

**8.2** When an employee is subject of an internal investigation by the Hoquiam Police Department, or any other agency assigned to such an investigation for or by the Hoquiam Police Department, prior to an investigative interview/interrogation, the employee shall be advised of the specific nature of the investigation, who made the complaint, when it was made and if he or she is suspected of:

- (1) Committing a criminal offense.
- (2) Misconduct that would be grounds for termination, demotion, suspension, or other disciplinary action. Employees may be prohibited from knowing who made the complaint against him/her only when it is clearly detrimental to the investigation to provide that information, or when RCW/WAC mandate restriction of that information.

**8.3** An employee who is the subject of an internal investigation may have at his or her request and expense, legal counsel or Union Association representation. This representation shall be limited to counseling and not actual participation in the investigation.

- 8.4 Once an internal investigation has focused on an employee and that employee is to be interviewed regarding the complaint, at the time of interview the employee will be informed of the name of the officer in charge of the investigation. When at all practical, the interviewing officer shall be of higher rank than the employee under investigation.
- 8.5 Whenever practical, interviews of employees shall be conducted at reasonable times.
- 8.6 The employer or employee may provide for the mechanical, electronic, or stenographic recording of any formal employee interview which could likely lead to criminal charges being filed against the employee and/or disciplinary action against the employee. Recorded sessions must be consented to by the Department and the employee being interviewed (see exception below). Whenever a consensual recording is made by one party, the other party shall have the right to make a copy of the recording. An employee who is the subject of an internal investigation shall have the right to copies of any statement he or she makes pertaining to the investigation. Exception: When necessary, one-party consent or court ordered recordings may be taken with strict adherence to one-party consent laws.
- 8.7 Interviewing of an employee who is suspected of activity which could result in criminal charges against the employee, and/or other disciplinary action, shall be done under circumstances free from threats, coercion, intimidation, or offensive language. The employer shall provide such employee reasonable opportunity to consult privately with an attorney or an Union Association representative and reasonable break periods for meals, telephone calls, personal necessities, or break periods. No employee shall be punished for exercising these rights. When practical and not contrary to the investigation, the officer being investigated shall be routinely updated on the status of the investigation.
- 8.8 Each employee has the right not to have adverse comments entered into his/her personnel and/or disciplinary file without having the opportunity to read or sign such material.
- 8.9 Each employee has the right to respond, in writing, to such adverse material within thirty (30) days and to have the response filed into his/her personnel and/or disciplinary file.

## **ARTICLE 9 - BULLETIN BOARDS**

The Employer agrees to provide suitable space for the Union Association to use as a bulletin board. Postings by the Union Association on such boards shall be confined to official business of the Union Association.

## **ARTICLE 10 — UNION ASSOCIATION OFFICIAL TIME OFF AND ACTIVITIES**

**10.1** Union Association members and officers shall not conduct Union Association business on employer time except with the Chief's permission. Union Association meetings may not be held on employer time except with the Chief's permission. The Chief may release officers for such meetings only if there is no added cost to the employer and if releasing officers for the meeting does not impair the ability of the

Department to protect the public safety.

**10.2** The employer agrees to provide release time for any officer or officers whose attendance is required at a meeting of the LEOFF System Board or Local Disability Board.

**10.3** ~~UNION ASSOCIATION~~ OFFICIALS TIME OFF -- ~~Union Association~~ officials who are employees in the bargaining unit (officer, executive board member, or member of the negotiating team), shall be granted reasonable time off to conduct ~~Union Association~~ business provided: the number of employees allowed time off for negotiations shall be limited to three (3), otherwise the number of employees allowed time off at any one time shall be limited to two (2) and the ~~Union Association~~ officials may conduct ~~Union Association~~ business during his/her shift, provided it does not interfere with necessary operations of the department. ~~Union Association~~ business includes grievance-related meetings and hearings, negotiations, discipline-related meetings and hearings and other labor-management meetings with the City. ~~Union Association~~ officials will not use any time on duty in the preparation of ~~Union Association~~ business.

## **ARTICLE 11- REPRESENTATION PRIVILEGES**

Authorized agents of the ~~Union Association~~ shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, pertaining to grievance or disciplinary action provided, however, that there is no interruption of the Department's working schedule and with prior approval of the Chief of Police.

## **ARTICLE 12-SICK LEAVE**

**12.1** Sick leave may be accumulated from year to year at the rate of eight (8) hours for each month of service but not to exceed nine-hundred-sixty (960) hours. Upon retirement, an employee shall be paid for unused sick leave at the rate of twenty five percent up to a maximum of 480 hours. This means a maximum of one-hundred-twenty (120) hours paid sick leave ( $25\% \times 480 = 120$ ) at retirement.

**12.2** The employer agrees to provide illness and off-duty injury disability coverage as outlined below to all employees covered by this agreement under the following conditions:

1. The officer must be able to provide satisfactory documentation from his/her physician that return to full duty within six months is reasonable and anticipated.
2. Disability coverage will continue to, and not exceed, 960 hours, provided:
  - a. The employee shall first use and exhaust all accumulated sick leave, vacation allowance, and holiday allowance, in that order, prior to receiving any employer-provided disability benefits pursuant to this agreement.

- b. Upon exhaustion of leave days as outlined above, employer agrees to continue employee's wages and benefits at full scale, to the completion of the combined total of 960 hours. However, no sick leave, vacation allowance, or holiday allowance shall accrue during any period that the employee is on disability leave under the provisions of this agreement. However, if the employee is returned to active duty with the employer prior to the expiration of the 960 hour period, and prior to termination of employment, then sick leave, vacation allowance, and holiday allowance shall have accrued to employee's benefit during the temporary period of disability.
- c. Employee and employer contributions to LEOFF II retirement and to employee insurance coverage will continue for the duration of the disability, not to exceed one hundred-twenty working days.
- d. The 960 hour disability coverage will become effective the first day of absence from work.
- e. The employer is not responsible for any additional coverage of this agreement if the term of disability does not exceed past use of employee's accumulated sick leave, vacation allowance, and holiday allowance.
- f. The employer may require a doctor's certificate as verification of need or eligibility for disability leave either due to illness or in the event of injury suffered while off duty.

**12.3 ALL EMPLOYEES -**

- (1) To be compensated for sick leave, the employee, on request of the employer, shall furnish a doctor's certificate. Any employee proven to have misused sick leave privileges shall be subject to disciplinary action.
- (2) The employer recognizes and will abide by state law relating to family sick leave. A doctor's certificate may be required if requested by the employer.

**12.4 SICK LEAVE CONVERSION -** When an Employee accrues a Sick Leave balance of four hundred eighty (480) hours or more at the end of the calendar year, Employees on the 3/3 schedule may convert twenty-four (24) hours of Sick Leave to twelve (12) hours of Personal Leave, employees on a 4-10 schedule may convert twenty (20) hours of sick leave to ten (10) hours of personal leave and Employees on the 5/2 schedule may convert sixteen (16) hours of Sick Leave to eight (8) hours of Personal Leave. Employees must notify the City in writing by December 31<sup>st</sup> of the calendar year if they desire to convert. The Personal Leave Day must be taken by December 31<sup>st</sup> of the following year.

- 12.5 Paid Family and Medical Insurance Benefits: Beginning January 1, 2019, with benefits effective January 1, 2020 and onward, eligible employees are covered by Washington's Family and Medical Leave Program, RCW S0A.04. Eligibility for leave and benefits are established by state law and therefore independent of this Agreement. Benefits for this program are funded by both Employer and employee payroll deductions, with payroll deductions for eligible employees based on the default maximum percentages listed in RCW S0A.04.115.

### **ARTICLE 13- BEREAVEMENT LEAVE**

- 13.1 If a death occurs to a member of an employee's immediate family, as defined as spouse, son, daughter, mother, father, grandparent, grandchild, legal guardian, brother, sister, step-parent, or step child, and like relations of the employee's spouse, the employee shall be granted forty (40) hours of which one (1) day must be the day of the funeral, unless it can be demonstrated to the department head that additional time is necessary.
- 13.2 Proof of relationship and/or death may be required by the employer.
- 13.3 No bereavement leave will be granted any day on which the affected employee was not scheduled to work.

### **ARTICLE 14 -JURY DUTY**

An employee who is called for jury duty shall receive his or her regular pay for the actual time that the employee is required to be absent from work because of jury duty. The employee must then reimburse the employer for fees, other than mileage allowances, received as a juror.

### **ARTICLE 15 - SENIORITY**

- 15.1 The employer recognizes the principle of seniority and time in the Department shall be given utmost consideration in layoffs and callbacks.
- 15.2 In case of personnel reduction, the employee with the least seniority shall be laid off first and called back last. No new employees shall be hired until all laid off employees have been given the opportunity to return, provided the laid off employees are physically qualified. Rehire priority is applicable for up to two years from date of lay-off.

### **ARTICLE 16-VACATIONS**

- 16.1 Officers shall accrue vacation leave from date of hire but shall not be eligible to use any accrued vacation time until employed on a full-time basis six months. Vacation time may be taken as it is earned on a monthly basis and must be taken so that no more than 360 hours are accrued at any one time.

It is the employee's responsibility to assure that his or her vacation hours do not accrue above three-hundred sixty hours. However, if the employee would exceed the three-hundred sixty-hour limit due to a department issue such as short staffing or work related

reasons, the employee and the Chief or his designee will work out a reasonable schedule in writing to allow a temporary exceedance of 360 hours where the employee would bring the excess below the three-hundred sixty-hours within six (6) months.

Upon termination or retirement, the employee shall receive cash compensation for all accrued vacation hours up to 240 hours in their current vacation account. In no event may such cash compensation exceed the 240 hour limit. In the event of death of the employee the amount of accrued vacation time, including the hours above 240, if any, shall be paid to the employee's heirs or to his/her estate. The hours in vacation may be used prior to separation of employment as salary continuation, except in a case in which an employee is discharged. A discharged employee would have the vacation cashed out. Vacation time will be accrued as follows:

<b>Years of Service</b>	<b>Hours Earned Per Month</b>
During years 1 through 4	8.00
During years 5 through 9	10.00
During years 10 through 14	13.33
During years 15 through 19	15.33
During years 20 through 24	18.00
During years 25 and onward	18.67

**16.2** Holidays are not included in vacation or sick leave.

**16.2** No one may work his or her vacation for the purpose of drawing double time. However, officers who are required (not volunteering) by the Department to come back into work for emergencies or personnel shortages while scheduled on vacation or while using compensatory time, will receive time and one-half for the shift called back to, plus have the benefit day or compensatory hours reinstated.

**16.3** All officers desiring to submit advance vacation requests must do so by January 31st of each year. Requests will be granted by seniority for duplicate dates requested. A vacation roster will be posted by February 15th showing vacations scheduled.

For time off requested after January 31st, requests will be processed on a first come, first scheduled basis. Requests received the same day will be prioritized by seniority.

The Union Association recognizes that requests made within sixty days of the time period requested off might not be granted because of scheduling difficulties. Administration will attempt to make every effort to grant all requests, within the limitations of manpower needs and scheduling. Vacation requests shall be approved or

denied within five days of receipt. Vacation for officers working a five and two schedule will be scheduled by mutual agreement of the officer and the administrator in charge of the officer's assigned division.

**16.4** Employees may schedule vacation time in accordance with what time they have accumulated not to exceed twenty-one (21) consecutive days. Vacation requests will be processed according to the provisions of the employees' labor agreement with the City. The Chief of Police or his designee may waive the twenty-one day limitation requirement for special circumstances

**16.5** Fitness Incentive – Employees who pass the CJTC police officer entry level physical fitness test annually shall be given an additional vacation day based upon the employees shift/schedule.

## **ARTICLE 17 - HOLIDAYS**

**17.1** All officers working a 3/3 12 hour schedule may elect to be paid for one hundred four (104) holiday hours at straight time or to receive compensatory time off for one hundred four (104) holiday hours. Each officer who elects to be paid for the holidays shall notify the administration of his or her election by September 1 of each year for the following year. Holiday pay shall be included on the paycheck covering November hours. For the purpose of employees who terminate or are terminated before the end of the calendar year, holidays, either paid or taken, will be prorated to the date of termination (i.e. an employee leaving after 6 months would be paid 50% of 104 holiday hours less any holiday time that had previously been taken).

**17.2** The following shall be paid, observed holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25
Two Floating Holidays*	

**17.3** All employees working a 5-2 or 4-10 schedules shall take their holidays on the day they occur or may choose to be paid for the holiday per section 17.1. The Chief may authorize exception to this rule at his discretion. The two floating holidays shall be taken as arranged by mutual agreement of the employee and his/her supervisor.

Employees taking any holiday that are on the 4/10 schedule, can use an additional two hours of vacation time in order to reach the 10 hour day or some other alternative authorized by the police chief and finance director to ensure the employee does not use more than 104 holidays hours in a calendar year. In all cases, employees shall only be eligible for 104 hours of holiday time in the calendar year.

Employees with excess holiday hours as of October 1<sup>st</sup> may either cash out the hours on the regular November payroll or use them on alternative days prior to the end of the year upon mutual agreement of the employee and his/her supervisor.

All employees working a 3/3 12 hour schedule may take all one hundred four (104) holiday hours on a floatation basis but may not use more than twenty four (24) hours in November and twenty four (24) hours in December without specific authorization of the Chief.

It is recognized that it is the employee's responsibility to schedule/request time off for holidays during the year. However, if due to scheduling difficulties or situations beyond the employee's or department's control, employees are unable to use all allowed holidays during the calendar year, the Chief may allow the unused hours to be carried over to the following calendar year only. Holidays not scheduled due to the employee's negligence will not be carried over. The department agrees to make every reasonable effort to grant time off for holidays.

**17.4** An additional amount equal to one half (1/2) an employee's regular rate of pay will be paid for each regular hour worked on the following holidays: Thanksgiving, Christmas Eve (December 24) and Christmas Day (December 25). Overtime hours worked on these holidays remain at the regular overtime rate.

## **ARTICLE 18-WAGES**

**18.1** Employees covered by this Agreement shall be compensated in accordance with the wage schedule set forth in Appendix A to this Agreement.

**18.2** Retention Incentives - In addition to the rates of pay identified in APPENDIX A, each regular full-time employee shall receive retention pay as follows:

<b>Years of Service</b>	<b>Per Month</b>
After 5 Years	\$75
After 10 Years	\$100
After 15 Years	\$150
After 20 Years	\$200

"Years of Service" means years served as a police officer for the City of Hoquiam Police Department.

- 18.3** Step increases pertain to length of continuous service by an officer with the employer. The following steps are based on this breakdown:

<b>PATROL OFFICERS'</b>	
<b><u>LENGTH OF SERVICE</u></b>	<b><u>STEP</u></b>
0 to 12 months	A
13 to 24 months	B
25 to 36 months	C
37 to 48 months	D
49 to 60 months	E
61 months or more	F

For the purpose of this agreement, an employee shall move to their next step at their anniversary date.

At the discretion of police administration, a new hire, and experienced officer may start at a higher pay step than Step A, according to his or her experience and training.

Entry level officers will start on Step A and shall continue on that step until they finish the police academy, FTO training and are cleared to work the road without an FTO. If it takes the new entry level officer longer than 12 months to be cleared to work the road, his or her anniversary date shall be adjusted to ensure that all future step increases are in 12 month increments.

<b>SERGEANTS'</b>	
<b><u>LENGTH OF SERVICE</u></b>	<b><u>STEP</u></b>
0 to 12 months	A
13 to 24 months	B
25 or more	C

- 18.4** For the purpose of this agreement, a sergeant shall move to Step B or step C once they have finished 12 months on their current step. Employees shall remain at each step for the number of months indicated for that step.

- 18.5** Specialty Pay – EVOC, Defensive Tactics, Firearms Instructor, CRU or bilingual employees shall receive a specialty incentive of \$100 per month up to a maximum of two incentives, unless one of the specialties is bilingual in which case an employee can earn three.

## **ARTICLE 19 - UNIFORMS & EQUIPMENT**

All uniforms and equipment employees are required to wear shall be furnished by the employer. The employer will pay for all cleaning and repairing of uniforms under a pickup and delivery system from the police station. When deemed necessary by the Chief, all uniform items worn out or damaged beyond repair shall be replaced at employer expense.

The Chief may require employer-supplied uniform items that are being replaced or are in the possession of an officer who is terminating his or her employment to be turned back to the employer if in the Chief's judgment the items are salvageable. All Association members who are assigned to full-time non-uniformed positions will be reimbursed up to three-hundred-fifty dollars (\$350) per calendar year for non-uniform work clothing.

## **ARTICLE 20 - HEALTH AND WELFARE**

**20.1** DENTAL BENEFIT- The Employer will pay the full Premium of the City's self- insured dental plan for each Employee and all spouse/dependents.

**20.2** VISION CARE BENEFIT – The Employer will pay the full premium for a vision care plan for each Employee and all spouse/dependents.

**20.3** MEDICAL BENEFITS FOR EMPLOYEE – The Employer will pay 100% of the employee's premium on the AWC Health First 250 Plan.

**20.4** MEDICAL BENEFIT FOR SPOUSE AND DEPENDENTS – The Employer will pay 95% and the employee will pay 5% of the employees spouse and dependent(s) premium on the AWC Health First 250 Plan.

## **ARTICLE 21- LIFE INSURANCE**

The employer shall provide \$75,000 life insurance protection for every member of the bargaining unit.

## **ARTICLE 22 - OUTSIDE EMPLOYMENT**

**22.1** Permission to work at outside employment while a full-time employee of the City must be approved by the Chief. In order to be approved, the outside employment must:

- (1) Be compatible with the employee's City duties.
- (2) In no way detract from the efficiency of the employee's City duties.
- (3) In no way be a discredit to City employment.
- (4) Not take preference over extra duty required by the City,

**22.2** The Chief of Police may, upon reasonable grounds at any time, revoke permission to hold outside employment.

## **ARTICLE 23 -WORK SCHEDULE**

**23.1** (a) All officers except those in special assignment or those engaged in administrative or clerical duties shall work a twenty-eight day work period with three (3), twelve (12) hour days worked followed by three consecutive days off. Officers assigned to Patrol will be scheduled into two teams with opposing days off. Each team will have two squads: day and night. The shift hours of some officers on the day and night squads may be adjusted to maximize patrol coverage during peak hours or to cover the department's past-practice criteria for minimum staffing. When one team is working, the other team will be on days off.

(b) Under the 3/3 schedule described in subsection (a), above, Officers assigned to patrol will work twelve (12) hours a day, three (3) days per week. On this schedule, patrol officers will work 182 days per year for a total of 2,184 hours. The 2,184 hours represents an increase of 104 hours in excess of the 2080 hours normally worked per year under a five (5) day, eight (8) hour schedule, with two days off (5/2 schedule). Patrol officers working under the 3/3 schedule for an entire year will be allowed up to nine additional scheduled twelve (12) hour days off to compensate for the increase in the total number of hours worked in a year (104 hours in a 365 day period). All work shifts, vacation time, sick leave, holiday time and other such terms relating to work periods shall be calculated by the "hour," and not by the "day."

**23.2** All officers on special assignment or performing clerical or administrative duties shall work four ten hour days followed by three days off or five 8 hour days followed by two days off as scheduled by the Chief.

**23.3** It is understood by both parties that should the City be faced with reductions in personnel due to revenue shortages, they will meet to discuss schedule changes and minimum staffing levels to help reduce the impact of personnel reductions on the department and the citizens of Hoquiam.

## **ARTICLE 24- COURT APPEARANCES, COMPENSATORY TIME AND OVERTIME**

**24.1** Each police officer who is required to appear in any legally constituted court on behalf of the employer and/or related to the officer's employment with the employer outside of his or her normal working hours on his or her regularly scheduled duty day, will be paid a minimum of four hours at the overtime rate of time and one half. Appearances exceeding four hours shall be computed to the nearest fifteen minutes at the overtime rate.

**24.2** Court appearance required on the officer's scheduled day off or vacation days off will be paid at a minimum of four hours at the overtime rate of time-and-one-half. Any time actually worked beyond the minimum four-hour period will be paid at the overtime rate in fifteen-minute increments.

The officer shall contact the court clerk or city or county prosecutor by 5 p.m. on the day before the scheduled court appearance if the court is on the officer's day off. If a previously scheduled court appearance is not required on the officer's day off and notification is made by the court clerk or the city or county prosecutor after 5 p.m. of the day preceding the officer's scheduled appearance in court, the minimum four-hour callback time will be paid at the overtime rate of time-and-one-half.

- 24.3** All time worked in excess of eight hours, ten or twelve hours per shift, whichever is applicable, or in excess of the total number of hours required to be worked in the employee's scheduled work period shall be compensated at one and-one-half times the employee's regular rate of pay. Overtime shall be accumulated in fifteen-minute increments for each hour or fraction of an hour worked.
- 24.4** An officer shall receive a minimum of two (2) hours call time paid at the overtime rate when called back into work after the completion of his or her regular shift, when called into work before his or her regular shift, and when called into work on his or her day off.
- 24.5** If an officer is called to work three or more hours before the assigned regular work shift commences or works continuously three or more hours after the normally scheduled termination of that normally scheduled regular work shift, the officer shall receive ten dollars as compensation for a meal.
- 24.6** If an officer chooses to receive compensatory time in lieu of overtime pay, there shall be a maximum balance of seventy-two (72) hours carried from month to month. Then at the end of each year compensatory time in excess of thirty-six (36) hours will be cashed out on the December 5<sup>th</sup> paycheck.
- 24.7** Department-wide Meetings. Department-wide meetings are subject to callback minimums as set forth in Section 24.4.
- 24.8** All hours worked on a regularly scheduled day off will be at the overtime rate.

#### **ARTICLE 25- OUT OF CLASS PAY**

- 25.1** Members of the Police Department up through the rank of sergeant who are ordered to serve temporarily in a higher rank shall be compensated by receiving an additional 5% on their base pay for the hours worked at the higher rank.
- 25.2** If ordered to work in a lower classification, the officer shall be compensated at his or her regular rate of pay; if the officer volunteers to work in a lower classification, he or she will receive the lower rate of compensation.

## **ARTICLE 26 - PREMIUMS**

**26.1** The employer recognizes the benefits of relevant advanced training for its law enforcement personnel and agrees to pay education incentive pay for scholastic education in accordance with the following schedule:

Associate Degree (2 yr)	+2% per month overbase
Bachelor's Degree (4 yr)	+5% per month overbase
Master's Degree	+7% per month over base
Doctorate Degree	+10% per month over base

**26.2** To receive educational incentive pay the employee must submit to the Finance Director acceptable information from the appropriate recognized educational institution that the degree has been earned. Incentive pay will be made retroactive to the date the degree was conferred or the employee's hire date, whichever comes last.

**26.3** Field Training Officer (FTO) – All officers assigned to field train a new employee shall receive a 5% premium per hour while the new officer is within the training program lasting approximately three months.

**26.4** A Canine (K-9) Officer shall be compensated for eight (8) hours of over-time pay (time plus one-half) per calendar month. A K-9 Officer shall not be paid more than eight (8) hours of over over-time pay per calendar month for the care of the officer's dog unless such additional over-time work is authorized in advance by the Chief of Police. All expenses incurred for the care and feeding of the dog shall be paid by the Hoquiam Police Department.

## **ARTICLE 27 - SAVINGS CLAUSE**

Should any provisions of the agreement be found to be in violation of any Federal, State or Local law, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

## **ARTICLE 28- LAYOFF**

**28.1** In the event of a reduction in the workforce, the Employer shall lay off the employee with the least seniority within the classification from which the layoff occurs. Employees who have completed their probation in a previous position may bump back to the classification from which they were promoted.

**28.2** It is understood by both parties that should the City be faced with reductions in personnel due to revenue shortages, they will meet to discuss schedule changes and minimum staffing levels to help reduce the impact of personnel reductions on the department and the citizens of Hoquiam.

**ARTICLE 29 - DURATION OF AGREEMENT**

**29.1** This agreement, effective as of the first day of January 2023 shall continue in full force through the thirty first day of December 2025.

**29.2** Both parties agree to meet on or about August 1, 2025 to exchange Agreement proposals for a new contract. Negotiations shall be deemed to commence upon receipt of the proposal(s).

DATED this 14<sup>th</sup> day of November 2022.

**CITY OF HOQUIAM**

**HOQUIAM POLICE ASSOCIATION  
TEAMSTERS UNION LOCAL 252:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Brian Blaisdell, Secretary / Treasurer

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Dane Bonnell, Business Agent

## APPENDIX A

TO THE AGREEMENT BY AND BETWEEN  
CITY OF HOQUIAM, WASHINGTON  
AND  
HOQUIAM POLICE ASSOCIATION

JANUARY 1, 2023, THROUGH DECEMBER 31, 2025

THIS APPENDIX is supplemental to that Agreement by and between the CITY OF HOQUIAM, WASHINGTON ("Employer") and the HOQUIAM POLICE UNION-ASSOCIATION ("Union Association").

A1 Effective January 1, 2023, the monthly rates of pay for employees covered by this agreement shall receive a market adjustment and a cost of living adjustment of ten percent (10%).

Classification	Step A 00-12 mo.	Step B 13-24 mo.	Step C 25-36 mo.	Step D 37-48 mo.	Step E 49-60 mo.	Step F 61+ mo.
Police Sgt.	\$8,327	\$8,731	\$9,169			
Patrol Officer	\$6,204	\$6,516	\$6,841	\$7,183	\$7,541	\$7,919

A.2 Effective January 1, 2024, the rates of pay set forth in Section A.1 shall be increased by five percent {5%}.

Classification	Step A 00-12 mo.	Step B 13-24 mo.	Step C 25-36 mo.	Step D 37-48 mo.	Step E 49-60 mo.	Step F 61+ mo.
Police Sgt.	\$8,743	\$9,167	\$9,627			
Patrol Officer	\$6,514	\$6,842	\$7,183	\$7,542	\$7,918	\$8,315

A.3 Effective January 1, 2025, the rates of pay set forth in Section A.2 shall be increased by five percent {5%}.

Classification	Step A 00-12 mo.	Step B 13-24 mo.	Step C 25-36 mo.	Step D 37-48 mo.	Step E 49-60 mo.	Step F 61+ mo.
Police Sgt.	\$9,181	\$9,626	\$10,108			
Patrol Officer	\$6,840	\$7,184	\$7,542	\$7,919	\$8,313	\$8,731



## Hoquiam Municipal Court

609 8<sup>th</sup> Street

Hoquiam, WA 98550

Phone: 360-532-5700 Fax: 360-533-3602

[Hoquiam.Municipal@mail.courts.wa.gov](mailto:Hoquiam.Municipal@mail.courts.wa.gov)

Judge James T. Parker

Nicky Craig, Court Admin

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# Report From Officer

DATE: June 20, 2025  
TO: Mayor Ben Winkelman and Council Members  
FROM: Judge James T. Parker  
SUBJECT: Cash Drawer

The Hoquiam Municipal Court is requesting that the courts cash drawer be increased. Per the Administration of the Courts, for auditors each clerk in the court clerk's office should have their own cash drawer. The clerks should never share tills.

### Recommendation:

Staff ask that the Council increase the courts cash drawer to \$200 from \$100, so that each clerk has their own till of \$100.



## CITY OF HOQUIAM

609 8th St.  
Hoquiam, WA 98550  
www.cityofhoquiam.com

### City Hall Departments

- Mayor  
Phone (360)538-3971  
Fax (360)532-4031
- City Administrator  
Phone (360)538-3983  
Fax (360)532-4031
- City Attorney  
Phone (360)538-3981  
Fax (360)532-4031
- Finance Department  
Phone (360)532-5700  
Fax (360)532-2306
- Municipal Court  
Phone (360)538-3965  
Fax (360)533-3602
- Community Services, Parks  
and Cemetery  
Phone (360)538-3970  
Fax (360)532-2306
- Public Works  
—Building (360)538-3980  
—Code Enforc. (360)538-3973  
Fax (360)538-0938
- Utility Billing  
Phone (360)538-3963  
(360)538-3976  
Fax (360)532-2306
- Water/Street Shop  
Phone (360)538-3966  
Fax (360)532-2306

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Library (360)532-1710  
420 7<sup>th</sup> St.  
Hoquiam, WA 98550

Police Dept. (360)532-0892  
215 10<sup>th</sup> St.  
Hoquiam, WA 98550  
Fax (360)532-0899

Fire Dept. (360)538-3962  
625 8<sup>th</sup> St.  
Hoquiam, WA 98550  
Fax (360)532-3340

### Proclamation

City of Hoquiam

Declaring July 11–12 as “MG Eldon A. Bargewell Weekend”

WHEREAS, Major General Eldon A. Bargewell, a native son of Hoquiam, Washington, honorably served our nation with extraordinary courage and distinction throughout a remarkable military career spanning over four decades; and

WHEREAS, MG Bargewell enlisted in the U.S. Army in 1967, earning the Distinguished Service Cross, Bronze Star, Purple Heart, and numerous other honors, rising through the ranks to become a key leader in the United States Special Operations community; and

WHEREAS, his lifelong commitment to service, leadership in combat and strategic roles, and unyielding dedication to the values of integrity, excellence, and sacrifice are an inspiration to citizens in Hoquiam and across the country; and

WHEREAS, MG Bargewell never forgot his roots, remaining closely connected to the Hoquiam community and continuing to mentor and support service members, veterans, and youth long after his retirement; and

WHEREAS, the City of Hoquiam honors MG Bargewell’s legacy with the establishment of the MG Bargewell Delta Park and the bi-annual gathering to remember, celebrate, and educate future generations about his life and service;

NOW, THEREFORE, I, Benjamin Winkelman, Mayor of the City of Hoquiam, do hereby proclaim July 11–12, 2025 as:

MG Eldon A. Bargewell Weekend

in the City of Hoquiam, and urge all citizens to join in commemorating the life, legacy, and service of one of our hometown heroes, and to reflect on the values of honor, duty, and sacrifice that MG Bargewell exemplified.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Hoquiam to be affixed this 30th day of June, 2025.

Benjamin Winkelman  
Mayor, City of Hoquiam



Washington State  
Department of Corrections

Contract No. K9555  
Amendment No. 9

This Amendment is made by the Washington State Department of Corrections, hereinafter referred to as "DOC" or "Department," and City of Hoquiam, hereinafter referred to as "Contractor," for the purpose of amending the above-referenced Contract, heretofore entered into between Department and Contractor.

WHEREAS the purpose of this Amendment is to extend the term of the Contract and increase the per diem rate of compensation.

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, Department and Contractor agree as follows:

1. ARTICLE II, SECTION 2.1 TERM is hereby amended as follows:

**Section 2.1 Term.** This Contract supersedes all previous oral and written contracts and agreements between the parties relating to the confinement, care, and treatment of Department Incarcerated Individuals. This Contract commences on (~~January 1, 2016~~) October 1, 2012, and continues through June 30, (~~2025~~) 2022, unless terminated by either party pursuant to this Contract.

2. ARTICLE II, SECTION 2.4 PER DIEM BILLING is hereby replaced with the following:

**Section 2.4 Per Diem Billing.** The per diem rate per Incarcerated Individual is identified in the table below. The Contractor agrees to only bill the Department monthly for the actual bed days used by Department Incarcerated Individuals in the preceding month. The Contractor also agrees that it will not bill the Department for any bed day that is the financial responsibility of any other jurisdiction, and that it will submit monthly itemized bills to the Department in an electronic spreadsheet format that includes the Incarcerated Individual's name, DOC number, date of birth, and dates the Incarcerated Individual was held by the Contractor under the Department's authority. If applicable, the Contractor agrees to identify in the monthly bill any beds that are being counted toward the day-for-day exchange for any County boarder being held by the Department in a Department institution.

<u>Period</u>	<u>Per Diem Rate Per Incarcerated Individual</u>
<u>October 1, 2012 – June 30, 2013</u>	<u>\$80.00</u>
<u>July 1, 2013 – June 30, 2014</u>	<u>\$82.40</u>
<u>July 1, 2014 – December 31, 2015</u>	<u>\$84.87</u>
<u>January 1, 2016 – June 30, 2019</u>	<u>\$85.00</u>
<u>July 1, 2019 – June 30, 2020</u>	<u>\$89.25</u>
<u>July 1, 2020 – June 30, 2021</u>	<u>\$93.71</u>
<u>July 1, 2021 – June 30, 2022</u>	<u>\$98.40</u>

<u>July 1, 2022 – June 30, 2023</u>	<u>\$103.32</u>
<u>July 1, 2023 – June 30, 2024</u>	<u>\$108.48</u>
<u>July 1, 2024 – June 30, 2025</u>	<u>\$113.90</u>
<u>July 1, 2025 – June 30, 2026</u>	<u>\$119.60</u>
<u>July 1, 2026 – June 30, 2027</u>	<u>\$125.58</u>

Additions to this text are shown by underline and deletions by (~~strikeout~~). All other terms and conditions remain in full force and effect. The effective date of this amendment is **July 01, 2025**.

**THIS CONTRACT AMENDMENT**, consisting of two (2) pages, is executed by the persons signing below who warrant that they have the authority to execute the contract.

**CITY OF HOQUIAM**

**DEPARTMENT OF CORRECTIONS**

\_\_\_\_\_  
Date  
Mayor

\_\_\_\_\_  
Daryl Huntsinger  
Contracts Administrator  
Date

Approved as to Form

\_\_\_\_\_  
City Attorney  
Date

Approved as to Form: This Amendment format was approved by the office of the Attorney General.  
Approval on file.