



TO: Roger Breed, Ed.D.
Commissioner of Education

FROM: Sharon Katt, Administrator, Adult Program Services
Brad Dirksen, Program Director, Private Postsecondary Career Schools

SUBJECT: Grant the Commissioner the authority to approve a contract with the United States Department of Veterans Affairs

Proposed Board Action:

Grant the Commissioner the authority to approve a contract with the United States Department of Veterans Affairs for the purpose of approving and monitoring programs for veterans education benefits.

Background Information:

The contract covers the period of October 31, 2011 through September 30, 2012. The contract was received January 12, 2012 and must be returned to the United State Department of Veterans Affairs prior to March 15, 2012. This is an annual contract between NDE and The United States Department of Veterans Affairs. The contract is received after the beginning period of the contract every year.

Estimated Cost:

None

Supporting Documentation Included:

VA Contract

For Additional Information on this item:

Call Brad Dirksen (402) 471-4825 or e-mail brad.dirksen@nebraska.gov, or Sharon Katt (402) 471-2405 or e-mail sharon.katt@nebraska.gov.

CONTRACT NO. V101 (223C) P-5236

Between the United States of America acting through the United States Department of Veterans Affairs (hereinafter referred to as VA) and the State of Nebraska (hereinafter referred to as the "State") acting through its Agency known as Nebraska Department of Education (hereinafter variously referred to as the "State approving agency" or the "SAA") located at 301 Centennial Mall South, 6th Floor, NSOB, Lincoln, NE 68509-4987.

WITNESSETH:

WHEREAS, the Governor or the legislature of the State has designated a State department or agency to be the State approving agency for the purposes of approval of courses and programs in accordance with the provisions of title 38, United States Code; and

WHEREAS, VA is authorized under the provisions of 38 U.S.C. § 3674 to reimburse the SAA for reasonable and necessary expenses of salary and travel incurred by employees of the SAA and for work performed by its approved subcontractor(s) in rendering necessary services in ascertaining the qualifications of educational institutions and/or training establishments to furnish courses of education under the provisions of the law, and in the supervision of such educational institutions and/or training establishments; and

WHEREAS, the State accepts responsibility under the provisions of 38 U.S.C. § 3671 for approval and supervision of courses offered by qualified educational institutions and/or training establishments in accordance with the standards and provisions of chapters 30, 32, 33, 34, 35, and 36 of title 38, United States Code, section 510 and chapters 1606 and 1607 of title 10, United States Code, and title 38, Code of Federal Regulations, whichever are applicable;

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements hereinafter contained, the parties hereto do mutually agree as follows:

ARTICLE I - AREAS OF STATE RESPONSIBILITY

1. The SAA shall perform duties necessary for the inspection, approval, compliance, and supervision of those courses or programs, or tests to be pursued by veterans and eligible persons under the provisions of chapters 30, 32, 33, 34, 35, and 36 of title 38, United States Code, and section 510 and chapters 1606 and 1607 of title 10, United States Code, as are specifically set forth in this paragraph and pursuant to the detailed plan as outlined in the referenced schedules, which are attached hereto and incorporated as part of this contract:

TYPE OF PROGRAM OR COURSE	SCHEDULE NUMBER
a. Accredited & Non-Accredited Programs	1
b. OJT & Apprenticeship Programs	2
c. Tests for Licensing and Certification	3

2. The SAA shall not perform the duties described in paragraph 1 for the following types of courses or programs:

- a. Flight Training Programs
- b.

ARTICLE II - APPLICATIONS – APPROVALS

1. Except to the extent otherwise provided by law, the SAA shall require an educational institution and/or training establishment desiring to secure approval of courses or programs, or organizations desiring to provide testing for a license or certification, to be pursued by veterans and eligible persons in accordance with the provisions of chapters 30, 32, 33, 34, 35 and 36 of title 38, United States Code, and section 510 and chapters 1606 and 1607 of title 10, United States Code, to submit a written application in accordance with the provisions set forth in the appropriate schedule identified in Article I. Although a program may be one that will deemed approved, VA requests State assistance to obtain the necessary information from any new educational institution. See 38 U.S.C §3675, as amended by Pub. L. No. 111-377, § 203.

2. The SAA, after final determination on application of the educational institution, training establishment, or organization providing testing, shall promptly provide VA and the educational institution, training establishment, or organization providing testing with a written report of the details of each approval or disapproval as required by the appropriate schedule, including, in the case of disapproval, the reason or reasons therefor.

3. The SAA shall promptly provide VA with written notice of each amendment, modification, suspension, or withdrawal of any course or program approval and the reasons for the action. In the case of a program that was deemed approved in accordance with 38 U.S.C. § 3675, the SAA may recommend suspension or withdrawal if determined necessary and shall provide the reasons and bases for such action. VA will make the final determination with regard to such programs and shall notify the SAA of its determination.

4. In any case where the SAA suspends or withdraws the approval of an approved educational institution, training establishment, or organization providing testing, the SAA shall notify the institution, establishment, or organization of the suspension or withdrawal of approval by registered or certified letter and shall secure a return receipt.

5. A notification form from each high school seeking approval of its courses shall be required.

ARTICLE III – INSPECTION AND COMPLIANCE VISITS

1. Inspection and compliance visits by the SAA of educational programs offered by institutions, training establishments, or organizations providing tests to determine their qualifications for furnishing approved courses and programs shall be conducted in accordance with the provisions of the schedules listed in Article I. VA shall provide a listing of educational institutions and training establishments that require compliance visits upon issuance of this contract. The SAA shall schedule a compliance visit for all institutions and training establishments noted in the VA listing. All facilities shown in the listing shall be included in the Business Plan (Table 5). The SAA shall ensure that these institutions and training establishments are visited and will complete all tasks (pre and post-compliance) associated with the compliance visit. If mitigating circumstances prevent completion of the required number of visits set forth in the Business Plan, the SAA will immediately notify the Education Liaison Representative (ELR) and the Contracting Officer Representative (COR).

2. VA shall report to the SAA each case in which VA has information that a course, program, or test does not meet the standards for approval set forth in the appropriate schedule under Article I of this agreement. In all such cases, and in the case of other irregularities found by the SAA, the SAA will take action within 30 days (or 60 days, if the SAA requests in writing, and VA authorizes additional time to act) after the date of VA's report or the SAA's discovery of such irregularities, either to secure immediate compliance with approval standards or correction of such irregularities, or to withdraw its approval of the course, program, or test.

ARTICLE IV - REPORTS - RECORDS

1. The SAA shall submit to VA the original VA Form 22-1936, Compliance Survey Worksheet for each student, and the original VA Form 22-1934, Compliance Survey Report for each compliance visit in accordance with the provisions of the appropriate schedule under ARTICLE I. Each report must provide the name and address of the institution, establishment, or organization; the purpose of the visit; specific types of records examined; any changes in approval status; any discrepancies or irregularities found; any corrective action taken; any action the institution, establishment, or organization is required to take directly with VA; and any finding, based on the records examined, that the course or program either continues to meet requirements for approval or fails to do so. SAAs will be given designation of authority for notification letters signed by Education Officers to appropriately close-out compliance surveys.

2. The SAA shall maintain complete approval records for all approved courses or programs. When an approval is withdrawn, the approval records will be retained for a period of at least 6 years from the date of disapproval of the course or program.

3. The SAA shall submit to VA a written report of the results of any special investigation or inspection, of an educational institution or training establishment that is conducted at the (written) request of VA. The report shall respond to each item referred to the State by VA that involves areas in question that fall within the purview of the State's responsibility.

4. The SAA shall submit to VA a copy of the written narrative report of each technical assistance visit to an educational institution or training establishment. Such visits shall be conducted by the SAA to provide to the educational institution or training establishment technical assistance relating to the approval process and for purposes of supervision.

5. The SAA shall submit to VA a written report of each outreach visit made in accordance with the provisions of Article VIII, paragraph 12. The report shall include pertinent names, dates, number of attendees, length of time spent at the event (not including travel time), address(es) of the event, and a description of the activities performed at the event.

6. The SAA shall submit to VA (through the assigned ELR) copies of outreach pamphlets and informational materials purchased with administrative funds under this contract to promote VA educational assistance benefits.

7. The SAA shall submit to VA, by electronic means, a quarterly report showing the number of approval actions and technical assistance, inspection, approval, and compliance visits, made to educational institutions and/or training establishments for which reimbursement is requested by the SAA pursuant to the terms of this agreement. Such quarterly report will be accessed and monitored by the Contract Management Staff (223C) and the ELR. Data shall be input within 30 days after the end of the quarter during which the activities occurred. The respective dates for submission will be no later than the following: February 1, 2012, May 1, 2012, August 1, 2012, and November 1, 2012. The SAA will be considered non-compliant with the standards and provisions of this section should reports not be submitted on a timely basis.

8. The SAA shall submit to VA, through the COR, copies of reports from meetings with Local Veterans Employment Representatives (LVERs). (See Article VIII, paragraph 13.)

9. The SAA shall maintain records and books of accounts showing in detail the actual cost to the SAA for salary and fringe benefits, outreach activities, travel, and approved subcontractor services for which reimbursement is requested from VA under this agreement. Such records shall be open to the authorized representatives of the Federal Government for purposes of verification and audit or review, either before or after invoices are submitted for payment.

10. The SAA shall, as requested by VA, obtain information concerning compliance of educational institutions and/or training establishments with title VI of the Civil Rights Act of 1964 (Public Law 88-352), 42 U.S.C. Chapter 21, Subchapter V, §§ 2000d-2000d-4 (January 3, 2007).

11. The immediate Supervisor of the person in charge of the contract (SAA Director or Administrator) is Sharon Katt. SAAs will notify the COR within 30 days if there is a change to this Supervisory position during the fiscal year.

ARTICLE V - REVIEWS AND AUDITS

1. VA shall reconcile each monthly or quarterly invoice submitted by the State against Article IX of this contract and shall verify the reimbursement amount claimed for the period covered by the invoice. Amounts invoiced must be documented by State travel vouchers, inspection/visit reports, and a statement of the hourly time distribution for employees performing other than solely VA-related activities. The SAA shall maintain a balance sheet, by category, of all expenditures. The balance sheet must be updated monthly or whenever a proper invoice is paid. A copy of the balance sheet will be made available to the VA Central Office (VACO) upon request.

2. The State shall obtain an audit of the accounts and records associated with the claims for reimbursement in accordance with the requirements of OMB Circular A-133 (revised June 26, 2007). A copy of the audit shall be made available to VACO upon request.

ARTICLE VI - PERSONNEL STANDARDS

1. The State shall use fully qualified personnel in accordance with qualification and performance standards mandated by 38 U.S.C. § 3674A(a)(b), Subpart 52.209-1 (FEB 1995) Federal Acquisition Regulation (FAR), and the State's Civil Service or other existing State employment standards for the performance of the functions for which reimbursement is provided under this contract. However, with the prior written approval of VACO, the State may use qualified subcontractors for performance of functions that have a direct relationship to the requirements of this agreement. The subcontractors must meet the same qualification and performance standards as those listed in subparagraphs 2(a) through 2(c) below. A copy of the resume for each newly-hired professional staff member must be submitted to VA within 10 business days of the date of hire. The Contracting Officer will evaluate the education and qualifications to determine whether the newly-hired staff meets the required qualification standards in order to be placed on the contract.

2. The personnel qualification standards adopted by the State and incorporated as part of this contract shall describe a level of qualification standards which shall equal or exceed the level of qualification standards listed in subparagraphs (a) through (c) below. However, the State may not apply these standards to any person employed on or before May 20, 1988, as long as that person remains in the position in which the person was employed on that date.

(a) Qualification standards for personnel approving and supervising courses offered by educational institutions are as follows: Bachelor's Degree with 5 years of related experience; Master's Degree with 3 years of related experience; or Doctoral Degree with 1 year of related experience.

(b) Qualification standards for personnel approving and supervising courses offered by job training establishments are as follows: Bachelor's Degree with 2 years of related experience or equivalent in education and/or related work experience totaling 6 years.

(c) Veterans' preference in hiring will be given in accordance with State law.

ARTICLE VII – CONTRACT AND SUBCONTRACT COMPLIANCE

All reimbursements provided by this contract are conditioned upon compliance by the State with the standards and provisions of this agreement, chapters 30, 32, 33, 34, 35, and 36 of title 38, United States Code, section 510 and chapters 1606 and 1607, title 10, United States Code, and of any other applicable provision of law or regulation. The Contracting Officer must approve all subcontracts in advance. (38 C.F.R. §21.4153(c)(4)(ii))

ARTICLE VIII - REQUIREMENTS FOR REIMBURSEMENT

1. Effective October 1, 2011, upon receipt and review of properly prepared and certified invoices VA shall reimburse the State, for the reimbursable cost of salaries and travel expenses incurred by employees of the State and/or approved subcontractors pursuant to the terms of this contract. These costs are to be determined in accordance with the provisions of Article IX.

2. The State shall submit to VA each month or quarter, an invoice under this contract number showing only the total amount of salary and travel expenses incurred under this contract for which reimbursement has not previously been requested and for which reimbursement is requested on the invoice submitted. States must submit claims for reimbursement within 45 days after the end of the period for which reimbursement is claimed. The respective dates for submissions will be no later than the following: February 16, 2012, May 16, 2012, August 16, 2012 and November 16, 2012. The invoice shall have attached to it a detailed supporting schedule, in such form as may be prescribed by VA, showing separately for each individual: the name; position or title; salary rate; amount paid for salary; amount paid for travel expense; and periods covered by such expense or salaries. Travel expenses and allowances reimbursable pursuant to 38 C.F.R. § 21.4153 (c)(2)(ii) must be supported by a detailed copy of the State travel voucher, clearly delineating the travel for VA contract purposes and indicating the cost, destination, and purpose of travel, will be included for all travel expenses claimed. All travel claimed for visits to educational institutions and training establishments must be supported by a copy of the report of the visit in a format prescribed by VA. Claims for salary and travel must include a statement of the hourly time distribution and supporting documentation for VA-related activities by employees who are performing both those and other activities.

3. A final invoice must be received not later than November 16, 2012.

4. Reimbursement payments under this contract will be made by the Education Regional Processing Office of jurisdiction unless otherwise specified by VA in a notice to the State.

5. No reimbursement payment will be made under this contract for the salary or travel expenses of any person other than an employee of the State, acting in his or her official capacity when performing SAA related duties, or of an approved subcontractor of the State.

6. No reimbursement payment will be made under this contract for any salary payment to SAA personnel in excess of the established salary or wage rate paid other employees of the State for equivalent duties and responsibilities.

7. Reimbursement during the term of this contract will be made for salaries of State or approved subcontractor employees during periods for which they are granted leave not in excess of the amount of leave to which the employee is entitled under State leave regulations applicable to all State employees. Where the State has no law or published regulations governing the accrual and granting of leave to State employees, the State shall furnish to VA reasonable leave regulations to govern the granting of leave to employees whose salaries are reimbursable under this agreement. Such regulations shall be subject to the approval of VA and shall specifically provide for the accrual and use of leave. Reimbursement for salary paid to an employee on leave shall be made only if the leave has been taken in accordance with such policy. Reimbursement for such expense is authorized under this

contract only if leave is accrued by the employee while performing services under the terms of this contract, or prior year contracts between VA and the State for services similar to those provided for in this contract.

8. In accordance with OMB Circular A-87, Attachment B, payments for unused leave when an employee retires or terminates employment are allowable in the year of payment provided they are allocated as a general administrative expense to all activities of the governmental unit or component. See OMB Circular A-87, Attachment B, section 11 (Compensation for personal services), paragraph d. 3. (Fringe benefits)

9. A reimbursement payment for travel expenses under this contract will be made on the basis of expenses allowable under the provisions of applicable State laws or regulations. Where the State has no published regulation governing payment of the travel expenses to State employees, VA and the State will agree upon reasonable and acceptable travel regulations, and reimbursement for travel expenses shall be made only in accordance with such regulations.

10. Subject to paragraph 11 of this Article, reimbursement will be made for the salary and travel expenses of individuals employed by the State or its approved subcontractors only while they are engaged in VA related approval and compliance functions or when the employee is assigned or sent to a VA and NASAA (National Association of State Approving Agencies, Inc.) sponsored function for training or in furtherance of approval duties.

11. A reimbursement payment will be made for the out-of-State travel expenses of an individual(s) employed by the State or its approved subcontractor only while he or she is assigned or sent to a VA and NASAA sponsored function for training. Reimbursement for any other out-of-State travel expenses for meetings and conferences is permitted only if the Director, Education Service, or his/her designee gives prior written authorization for the travel. (38 C.F.R. §21.4153(c)(2)(B)).

12. Reimbursement will be made for the reasonable and necessary salary and travel expenses of individuals employed by the State and/or its approved subcontractors while they are engaged in providing outreach activities in their state. In conjunction with outreach services furnished by the Secretary of Veterans Affairs, for education and training benefits, each State approving agency shall conduct outreach programs and provide outreach services to eligible persons and veterans in their state about education and training benefits available under applicable Federal and State law. The Outreach plan will be developed in conjunction with Chief Education Liaison Officers (CELOs) and COTRs (ELRs) to utilize appropriate staffing resources. "Outreach" is defined as an activity designed to promote increased participation and utilization by eligible veterans or persons of VA or Department of Defense educational assistance programs. Emphasis will be given to developing job-readiness skills and employment opportunities for VA program participants. "Outreach" also includes any activity, which encourages educational institutions, training establishments, or organizations providing testing for a license or certification to obtain approval for VA purposes of courses and programs. Outreach activities by the SAA may include, but are not limited to, employer visits, workshops and presentations, Transition Assistance Program (TAP) briefings, meetings, mailings, media announcements, telecommunication activities, and computer applications. All outreach events will be supported by copies of visit reports required under Article IV paragraph 5, state travel vouchers, and receipts for materials purchased and/or rentals.

13. The SAA shall meet with Local Veterans Employment Representatives (LVRS) in the State at least two times during the fiscal year. The first meeting must be held prior to March 30, 2012, and the second meeting must occur prior to September 30, 2012. Each meeting is intended to be a mechanism to ensure that students who have graduated in the SAA's State may be made aware of employment resources and opportunities in that State. An appropriate referral process should be developed by the SAA. A report must be written and forwarded to the Contracting Officer Representative (COR) assigned to this contract within 30 days of each meeting. Such report will outline the process and outcomes associated with the meeting and the impact it had on the affected

beneficiaries.

ARTICLE IX - PAYMENTS

1. The principles and standards for determining salary, travel, and subcontract costs applicable to this contract shall be governed by OMB Circular A-87, Cost Principles for State and Local Governments.

2. Reimbursements shall be made in accordance with this Article based on the following schedule of average biweekly or monthly salaries and average travel expense:

SALARIES & TRAVEL							
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Personnel Percentage Used	Position or Title	Monthly Basic Rate	Average Monthly Amount	Average Fringe Benefits	Total Salary (d+e)	Monthly Travel Amount	Total Per Month (f+g)

See attachment 1, page 6a

Note: If the SAA opts to enter "See attachment 1, page 6a..." the SAA must provide the information requested in paragraph 2. (a) through (h) above without deviating from this format.

Subcontract expense: \$0.00

3. The maximum amount of the reimbursement payments, which may be authorized under this contract, is as follows:

SALARY	\$114,862.00
ADMINISTRATIVE EXPENSE	\$21,073.00
TRAVEL	\$0.00
SUBCONTRACT	\$0.00
TOTAL	\$135,935.00

4. An administrative expense allowance for services performed under this contract shall be paid to the State in an amount determined under 38 U.S.C. § 3674(b). The amount of such allowance shall be computed by the VA staff and included in the payment voucher based upon the reimbursement amount for salary expenses payable for each invoice. The provisions of OMB Circular A-87 are not applicable to the determination of this allowance. The State will use the allowance for expenses associated with discharge of its responsibilities under this contract, and shall maintain complete records of such expenses. Administrative expenses may include, but are not limited to, outreach events and supplies, rental, repair, fees, maintenance, utility, and insurance expenses for agency facilities; postage; costs of office equipment and supplies, educational supplies, freight and delivery services; and other miscellaneous operating expenses. These administrative expense funds will be maintained in a separate account, designated as the "Administrative Expense Allowance Account," for SAA purposes only. VA may audit the Administrative Expense Allowance Account to ensure that these funds have been utilized for contract-related functions and not for other State programs that are not related to this SAA contract.

5. It is understood and agreed that reimbursement for salaries and travel will be limited to salaries and travel for the positions and in the authorized amounts as set forth in paragraphs 2 and 3 of this Article. The State may allocate contract funds at its discretion for what it determines to be the most effective utilization, provided that the services necessary for the approval and supervision of

educational institutions and/or training establishments shall be carried out over the full 12-month term of this contract.

6. The State will not be deemed to have breached its responsibility under this contract if it is unable to provide the services and facilities agreed to under this contract for a period not to exceed one month for reasons beyond its control (e.g., State furloughs of employees for budgetary reasons, strikes, fire damage to facilities), provided that the State in good faith otherwise provides the services and meets the requirements of the contract hereunder during the full term of this agreement.

7. All reimbursement payments for salaries, travel, and administrative expenses under this contract are subject to availability of appropriated funds. SAAs should notify VA as early as it is determined that they will not use all their allocated funding, but no later than September 1, 2012. VA will periodically assess the use of funds by the State and may reallocate funds determined to be in excess of needs as mutually agreed to through a modification to this contract. It also is understood and agreed that the State will incur reasonable and necessary salary and travel expenses in connection with carrying out its responsibilities under this contract. VA reserves the right to determine whether it will consider supplemental contracts to cover reasonable and necessary expenses incurred during the performance period that are above the original allocation amount. SAAs are advised that the availability of funds for supplemental contracts is not guaranteed, and that VA cannot be held responsible for reimbursement of expenses above the original allocation amount.

8. The amount allocated for monthly salaries per position as listed in paragraph 2, column (c) above is based on full-time employment for the number of employees shown unless otherwise indicated. If part-time employees are used, the number of employees for which reimbursement may be requested will not be limited to the authorized number as shown in paragraph 2, column (a) above. However, reimbursement for salaries of part-time employees will be at a rate not in excess of the pro-rata portion of the full-time rate shown that the part-time employment bears to full-time employment. Amounts charged for salary or wages will be based on payrolls documented and approved in accordance with the generally accepted practice of the State. Payrolls must be supported by time and attendance, or equivalent, records for individual employees.

9. Reimbursement of salary and travel expenses will be for services actually performed under the terms of this agreement by employees in positions for which paragraph 2 of this Article authorizes such expenses. The amounts shown as salary, fringe benefits, travel expenses and subcontractor expense are average allowances which may be exceeded by authorized individuals monthly but the total amount reimbursable for the full contract period may not exceed the total salary, fringe benefits, travel expense or subcontractor expense authorized for the year as shown in paragraph 2 of this Article. Salaries and wages of part-time employees and salaries and wages of employees, who, provide services to both VA, under this contract, and to the State, for other purposes, will be supported by appropriate time-distribution records. The method used must produce an equitable distribution of time and effort. Reimbursement will not exceed the pro rata part of the employee's salary, supported by such time distribution records, devoted to the performance of this contract. Travel expenses in connection with services provided to both VA, under this contract, and to the State, for other purposes, will be supported by appropriate mileage and time-distribution records.

10. Reimbursement for work done by subcontractors must have a direct relationship to the requirements of chapters 30, 32, 33, 34, 35, and 36 of title 38, United States Code, and section 510 and chapters 1606 and 1607 of title 10, United States Code, and may not exceed the authorized subcontract amount set forth in paragraph 2 of this Article.

11. In the case of a Federal continuing resolution (CR), funds will not be available under this contract beyond the date of termination of the continuing resolution. The Federal Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Federal Government (hereinafter referred to as the "Government") for any payment may

arise for performance under this contract until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer. Subject to the availability of fiscal year 2012 funds, VA will provide the funding level for the new fiscal year when the new contract is offered.

12. Claims by the State for payment under this contract submitted later than 12 months after the expiration of the contract will not be honored unless the State demonstrates that failure to timely submit such claims was due to circumstances beyond the State's control.

13. Payment under this contract shall be made to (**insert proper payee**). Nebraska Department of Education, PO Box 94987, 301 Centennial Mall South, Lincoln, NE 68509-4987 .

14. Payment disputes must be directed to the Contracting Officer, Education Service (223C), VACO, 810 Vermont Avenue, N.W., Washington, DC 20420.

ARTICLE X - EVALUATIONS OF STATE APPROVING AGENCIES

1. VA shall conduct, in conjunction with SAAs, an annual evaluation of each SAA. The evaluation will be based on Performance Standards developed jointly by VA with the SAA, the application of the SAA's Performance Standards to its Business Plan, the SAA's self-evaluation, and an assessment of the SAA's activities by the ELR at the VA Office of jurisdiction. In its self-evaluation, the SAA shall assess the degree to which it met each of its Performance Standards and the goals established in its Business Plan. The self-evaluation must include a narrative statement highlighting the SAA's exceptional achievements and/or a discussion of extenuating circumstances that may have prevented full compliance with the established Performance Standards and Business Plan.

(a) The Business Plan is the SAAs statement of goals for the contract year which is modeled after the performance standards as established by 38 U.S.C. §3674A(a)(4), and includes program approval goals; scheduled/requested Compliance visits, VA requested visits; and plans for staff skills development. The SAA's Business Plan is attached and incorporated herein as Schedule 4.

(b) In accordance with 38 U.S.C. §3674A(a)(1), the performance of each SAA during the immediate prior year will be evaluated by a Joint Peer Review Group, which shall be comprised of four representatives each from the SAAs and from VA. VA shall provide each SAA with a written copy of the evaluation and an opportunity to comment upon the evaluation. Each State has 30 days from receipt of a rating in which to appeal the rating and to request a personal hearing through the Contract Management Team (223C) – Team Leader. Such appeal and request for a personal hearing must be made in writing. If travel funds prevent a representative of the SAA from attending a personal hearing in Washington, D.C., the 223C Team Leader and COR will schedule the hearing via conference call. Each appeal will be heard by the following officials (appellate officials): the President, NASAA and the Director, VA Education Service. There is no provision in law or regulation for any appeal beyond the decision of the appellate officers.

2. The State understands that VA will take into account the result of the annual evaluation of the SAA when negotiating the terms and conditions of a contract or agreement for any subsequent contract period.

ARTICLE XI - OTHER PROVISIONS

1. COMMERCIAL ADVERTISING – VAAR 852.203-70 (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that VA endorses a product, project, or commercial line of endeavor.

2. CONTRACTOR RESPONSIBILITIES – VAAR 852.237-70 (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself or his/her employees, as well as for any damage to personal or public property that may occur during the performance of this contract that is caused by employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of []. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

3. SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES – VAAR 852.273-75 (Interim – OCT 2008)

(a) The contractor and the contractor's personnel shall be subject to the same Federal laws, regulations, standards and VA policies as VA personnel, regarding information and information system security. These include, but are not limited to Federal Information Security Management Act (FISMA); Appendix III of OMB Circular A-130; guidance and standards from the Department of Commerce's National Institute of Standards and Technology (NIST), including applicable security configurations available at: <http://checklists.nist.gov/>; and VA Handbook 6500, Information Security Program.

(b) To ensure that appropriate security controls are in place, Contractors must follow the procedures set forth in "VA Information and Information System Security/Privacy Requirements for IT Contracts" located at the following Web site: <http://www.iprm.oit.va.gov/>.

4. REPRESENTATIVES OF CONTRACTING OFFICER - VAAR 852.270-1 (JAN 2008)

The Contracting Officer reserves the right to designate representatives to act for him or/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

5. CERTIFICATE OF CURRENT COST OR PRICING DATA

The Contracting Officer has determined that the payment amount negotiated is based on the rates for salary and travel expense set by State laws or regulations. The requirement for Certificate of Current Cost or Pricing Data in Federal Acquisition Regulations, Part 15.403-1(b)(4) is waived.

6. INSPECTION OF SERVICES-COST-REIMBURSEMENT (52.246-5 APR 1984)

(a) Definition. "Services," as used in this Article, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may –

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may –

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the contract for default.

7. INFORMATION SYSTEM SECURITY

The contractor shall ensure adequate Local Area Network (LAN)/Internet, data, information, and system security in accordance with VA standard operating procedures and standard contract language, conditions, laws, and regulations. The contractor's firewall and other security controls shall meet or exceed the Government's minimum requirements for security. All VA sensitive data, including sensitive personal information, as defined by 38 U.S.C. §§ 5727(23) and 5727(19), respectively, shall be protected behind an approved firewall. Any security violations or attempted violations shall be reported to the VA project manager and the VBA Headquarters Information Security Officer as soon as possible. The contractor shall follow all applicable VA policies and procedures governing information security, especially those that pertain to certification and accreditation. The SAA staff and support personnel will safeguard the individual records in a secured storage facility and protect the privacy of veterans and/or family members.

8. SECURITY TRAINING

All contractor employees and subcontractors accessing VA sensitive data under this contract or order are required to annually complete VA's on-line Privacy and Information Security Awareness Training Course or privacy and security awareness training provided or arranged by the contractor that conforms to VA's security/privacy requirements. Contractors must provide to the Contracting Officer during each year of the contract either Certificates of Completion of the VA training or a yearly report stating that all applicable employees have received the annual privacy and security awareness training provided or arranged by the contractor.

(a.) If requested by VA, the SAA will initiate a background investigation for a predetermined number of contractor employees. The SAA will maintain a minimum of one staff person who can access VA Information Systems (IT) in order to print the necessary documents required to conduct compliance visits. Such background check shall be required before access is permitted to VA IT for the purpose of conducting compliance surveys and meeting the requirements of 38 U.S.C. § 3675, as amended by Pub. L. 111-377, § 203. VBA will provide the agency with appropriate information and documents, including a "Background Investigation Request Worksheet" for purposes of this paragraph. The SAAs shall defray the cost of any background investigation from the SAA's Administrative Expense allowance.

9. PAYMENT DUE DATE

Payments for services provided or executed under this contract shall be due no later than the 30th calendar day after the date of receipt of a proper invoice in the designated payment office or acceptance by the Government of the services required under the contract, whichever is later. Where partial payment is provided for partial provision of services, such individual partial payments shall be as described above in Article IX, paragraph 8. Payment shall be considered to be made on the date the electronic funds transfer is made.

10. PROPER INVOICE

Invoices submitted for payment for services provided under this contract must contain, as a minimum, the following information:

- (a) Name and address of the State contracting entity;
- (b) Invoice date;
- (c) Contract number or other authorization for delivery or services;
- (d) Description cost, and nature of services actually provided or executed;
- (e) Account number and routing number to which payment is to be sent; and
- (f) Other substantiating documentation or information as required by this contract or by law.

11. METHOD OF PAYMENT

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications Systems at the option of the Government.

(b) The State shall forward the following information in writing to the VA office of jurisdiction not later than 7 days after receipt of notice of award of this contract:

(1) Who may be contacted concerning the bank account information requested below.

(2) If payment is to be accomplished by wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(a) Address and telegraphic abbreviation of the correspondent financial institution.

(b) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds

(c) Any changes to the information furnished under paragraph (b)(2) of this clause shall be furnished to the VA office of jurisdiction in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid issuance of payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b)(1) and (b)(2) must be dated and contain the signature, title, and telephone number of the State official authorized to provide it, as well as the State's name and contract number.

ARTICLE XII - CERTIFICATIONS

1. AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25, APR 1984)

The Offeror represents that –

(a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR Parts 60-1 and 60-2); or

(b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

2. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22, FEB 1999)

The Offeror represents that:

(a) It has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It has, has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

3. CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5 APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(D) Have have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples:

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. § 362 (the Bankruptcy Code).

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon

which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

4. SERVICE OF PROTEST –(52.233-2, SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulations, that are filed directly with any agency, and copies of any protests that are filed with the General Accountability Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Director, Education Service (223C), Veterans Benefits Administration, 810 Vermont Avenue, N.W., Washington, D.C. 20420.

(b) The copy of any protest shall be received in the office designated above within 1 day of filing a protest with GAO.

ARTICLE XIII – GENERAL PROVISIONS

52.252-2 Clauses Incorporated by Reference (FEB 1998). This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(s): <http://www.acquisition.gov/far/>.

Federal Acquisition Regulation (48 CFR Part 1) Clauses

Department of Veterans Affairs Acquisition Regulation (48 CFR Chapter 8) Clauses

52.202-1 Definitions (JUL 2004)

52.203-3 Gratuities (APR 1984)

52.203-5 Covenant Against Contingent Fees (APR 1984)

52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)

52.203-7 Anti-Kickback Procedures (OCT 2010)

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)

52.209-1 Qualification Requirements (FEB 1995)

52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)

52.214-34 Submission of Offers in the English Language (APR 1991)

52.215-2 Audit and Records Negotiation (MAR 2009) Alt. II (Apr. 1998)

52.215-22 Limitations on Pass-Through Charges – Identification of Subcontract Effort (OCT 2009)

52.215-23 ^{03.06.12 State Board of Education} Limitations on Pass-Through Charges (OCT 2009) Alternate I (OCT 2009)

8.6.1-16

- 52.216-7 Allowable Cost and Payment (Dec 2002)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (Mar 2007)
- 52.222-35 Equal Opportunity for Veterans (SEPT 2010)
- 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)
- 52.223-6 Drug-Free Workplace (May 2001)
- 52.224-1 Privacy Act Notification (Apr 1984)
- 52.224-2 Privacy Act (Apr 1984)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-25 Prompt Payment (OCT 2008)
- 52.232-33 Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)
- 52.233-1 Disputes (July 2002)
- 52.233-3 Protest After Award – (Aug 1996) Alternate I (JUNE 1985)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
- 52.243-2 Changes -- Cost-Reimbursement (AUG 1987) Alternate I (APR 1984)
- 52.244-2 Subcontracts (OCT 2010)
- 52.244-5 Competition in Subcontracting (DEC 1996)
- 52.245-1 Government Property (AUG 2010)
- 52.246-5 Inspection of Services – Cost-Reimbursement (APR 1984)
- 52.249-6 Termination (Cost Reimbursement) (MAY 2004) Alt. II (Sept. 1996)

ARTICLE XIV - EFFECTIVE DATES

The provisions of this agreement shall become effective on the first day of October 2011, and extend to and include the 30th day of September 2012. The SAA must return the signed contract, business plan, and attachments, to VACO by March 15, 2012. Failure to return the signed contract on this date, may render this contract offer void.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

THE UNITED STATES OF AMERICA

Recommended for Approval:

Contract Management Staff

Date _____

By _____
Contracting Officer, Education Service
Veterans Benefits Administration,
Department of Veterans Affairs

Date _____

THE STATE OF Nebraska

Name Roger Breed

By _____

Title Commissioner of Education

Date

Nebraska Vets Ed Salary & Travel FY2012

A	B	C	D	E	F	G	H
Personnel Percentage Used	Position or Title	Monthly Basic Rate	Average Monthly Amount	Average Fringe Benefits	Total Salary (D+E)	Monthly Travel	Total Per Month (F+G)

DEPARTMENT OF EDUCATION EMPLOYEES

October 2011 - June 2012

0.65	Prog Spec IV	4730.00	3074.50	504.00	3578.50	0.00	3578.50
0.90	Prog Spec II	3667.00	3300.30	1127.00	4427.30	0.00	4427.30
0.50	Ofc Assoc III	3060.00	1530.00	448.00	1978.00	0.00	1978.00

July 2012 - September 2012

0.65	Prog Spec IV	4825.00	3136.25	518.00	3654.25	0.00	3654.25
0.90	Prog Spec II	3740.00	3366.00	1722.00	5088.00	0.00	5088.00
0.50	Ofc Assoc III	3121.00	1560.50	472.00	2032.50	0.00	2032.50

**SCHEDULE NO. I
CONTRACT NO. V101 (223C) P-5236**

ACCREDITED AND NON-ACCREDITED COURSES OF EDUCATION APPROVED UNDER CHAPTER 36 FOR THE PURPOSES OF THAT CHAPTER AND CHAPTERS 30, 32, 33, 34, and 35 OF TITLE 38, U.S.C., AND SECTION 510 CHAPTERS 1606 and 1607 OF TITLE 10, U.S.C., WHICHEVER IS APPLICABLE.

A. APPLICATIONS

1. Except with respect to programs that are, by law, "deemed" to be approved, the State will require any educational institution within the jurisdiction of the State desiring to secure initial or revised approval under the provisions of section 3675 or section 3676 of title 38, United States Code, to submit to the State a written application, in form and content provided or prescribed by the State, setting forth the course or courses of education, together with the information specified in subparagraphs a. and b. below. The State will require branches or extensions with separate administrative capability to secure a separate approval of courses offered by the branch or extension. The State will require the main campus, which provides administrative support, to request approval of courses offered by its branches or extensions, which do not have separate administrative capability. Although a program may be one that will deemed approved, VA requests State assistance to obtain the necessary information from any new educational institution. See 38 U.S.C. § 3675, as amended by Pub. L. No. 111-377, § 203.

A. Accredited courses

(1) A notification of accredited courses shall be accompanied by not less than two copies of the institution's catalog or bulletin, which must be certified as true and correct in content and policy by an authorized representative of the school.

(2) The institution will furnish such other information necessary for the State to determine:

(a) Adequate records are kept by the institution to show the progress of each veteran or eligible person. The records must be sufficient to show continued pursuit at the rate for which enrolled and the progress being made. They must include the final grade in each subject or unit for each term, quarter, or semester; record of withdrawal from any subject or unit to include the last date of attendance for a resident course; and record of reenrollment in subjects or units from which there was a withdrawal; and may include such records as attendance for resident courses, periodic grades and examination results.

(b) The institution maintains a written record of previous education and training of the veteran or eligible person which clearly indicates that appropriate credit has been given by the school for previous education and training, with the training period shortened proportionately, and the person and VA so notified. The record must be cumulative in that the results of each enrollment period (term, quarter or semester) must be included so that it shows each subject undertaken and the final result, i.e., passed, failed, incomplete or withdrawn.

(c) The institution enforces a policy relative to standards of conduct and progress required of the student. The school policy relative to standards of progress must be specific enough to determine the point in time when educational benefits should be discontinued when the veteran or eligible person ceases to make satisfactory progress. The policy must include the grade or grade point average that will be maintained if the student is to graduate. The policy may include academic probationary periods.

(3) A notification form from each high school seeking approval shall be required. However, a visit to accredited high schools shall not be required.

B. Non-accredited Courses

(1) The written application for approval for offering nonaccredited courses shall be accompanied by not less than two copies of the current catalog or bulletin of the educational institution which is certified as true and correct in content and policy by an authorized owner or official of the institution and includes the following:

(a) Identifying data, such as volume number and date of publication;

(b) Name of the institution and its governing body, officials, and faculty;

(c) A calendar of the institution showing legal holidays, beginning and ending date of each quarter, term, or semester, and other important dates;

(d) Institution policy and regulations on enrollment with respect to enrollment dates and specific entrance requirements for each course;

(e) Institution policy and regulations relative to leave, absences, class cuts, make-up work, tardiness, and interruptions for unsatisfactory attendance;

(f) Institution policy and regulations relative to standards of progress required of the student by the institution. This policy will define the grading system of the institution, the minimum grades considered satisfactory, conditions for interruption for unsatisfactory grades or progress and a description of the probationary period, if any, allowed by the institution, and conditions of reentrance for those students dismissed for unsatisfactory progress. A statement will be made regarding progress records kept by the institution and furnished to the student;

(g) Institution policy and regulations relating to student conduct and conditions for dismissal for unsatisfactory conduct;

(h) Detailed schedule of fees, charges for tuition, books, supplies, tools, student activities, laboratory fees, service charges, rentals, deposits, and all other charges;

(i) Policy and regulations of the institution relative to the refund of the unused portion of tuition, fees, and other charges in the event the student does not enter the course or withdraws or is discontinued therefrom;

(j) A description of the available space, facilities, and equipment;

(k) A course outline for each course for which approval is requested, showing subjects or units in the course, type of work or skill to be learned, and approximate calendar time and clock hours to be spent on each subject or unit; and

(l) Policy and regulations of the institution relative to granting credit for previous educational training.

B. APPROVAL OF APPLICATIONS

1. The State may approve applications, revisions, and additions under chapter 36, title 38, U.S.C., (for the purposes of chapters 30, 32, 33, 34, 35, and 36 of that title and section 510 and chapters 1606 and 1607 of title 10, U.S.C.) for accredited and nonaccredited courses offered in an educational institution when it is determined that the following conditions have been met.

A. Accredited Courses

(1) Courses offered by an educational institution may be approved as accredited under sections 3675 and 3678 of title 38, U.S.C., when the institution has filed an application meeting the requirements of Part A. and:

(a) Such courses have been accredited and approved by a nationally recognized accrediting agency or association; this includes courses above secondary level offered by the accredited departments or schools of a college, or the accredited department, schools, or colleges of a university for credit toward a collegiate certificate or degree. It also includes non-college degree courses offered in the field for which the accrediting agency is recognized and at a level for which it is recognized.

(b) Such courses are accepted by the State Department of Education for credit for a teacher's certificate or a teachers degree; or

(c) Such courses are approved by the State as meeting the requirements of regulations prescribed by the Secretary of Health and Human Services under sections 1819(f)(2)(A)(i) and 1919 (f)(2)(A)(i). Requirements for Nurse Aide Training and Competency Evaluation Programs, and for Nurse Aide Competency Evaluations Programs of the Social Security Act (42 U.S.C. 1395i-3(f)(2)(A)(i) and 1396r(f)(2)(A), and the educational institution meets such additional reasonable criteria as may be deemed necessary by the State approving agency.

(2) An accrediting agency or association to be considered as nationally recognized shall appear on the list of nationally recognized accrediting agencies or associations as published by the Secretary of Education. The accreditation indicated by the list of nationally recognized accrediting agencies and associations may be

utilized by the State approving agency for approving courses specifically accredited and approved by such accrediting associations and agencies.

(3) The State shall not approve courses offered by an educational institution under Paragraph B.1.a hereof if it is found that the institution fails to maintain records and enforce policies described in paragraph A. 1. a.

(4) The State must find, as a condition of approval, that:

(a) The educational institution keeps adequate records, as prescribed by the State, to show the progress and grades of the eligible person or veteran and to show that satisfactory standards relating to progress and conduct are enforced;

(b) The educational institution maintains a written record of the previous education and training of the eligible person or veteran that clearly indicates that appropriate credit has been given by the educational institution for previous education and training, with the training period shortened accordingly; and

(c) The educational institution's approved courses meet the criteria of paragraphs (1), (2), and (3) of section 3676(c) of title 38, United States Code.

B. Non-accredited courses.

(1) Courses offered in educational institutions may be approved as nonaccredited under section 3676 of the title 38, U.S.C., when, upon investigation by the State, the following conditions have been determined to exist:

(a) The courses, curriculum, and instruction are consistent in quality, content, and length with similar courses in public schools and other private schools in the state, with recognized accepted standards;

(b) There are in the institution adequate space, equipment, instructional material, and instructor personnel to provide training of good quality;

(c) Educational and experience qualifications of directors, administrators, and instructors are adequate;

(d) The institution maintains a written record of the previous education and training of the eligible person and clearly indicates that appropriate credit has been given by the institution for previous education and training, with the training period shortened proportionately and the eligible person and VA so notified;

(e) A copy of the course outline, schedule of tuition, fees, and other charges, regulations pertaining to absences, grading policy, and rules of operations and conduct are furnished the eligible person upon enrollment;

(f) Upon completion of training, the eligible person is given a certificate by the institution indicating the approved course and indicating that training was satisfactorily completed;

(g) Adequate records as prescribed by the State approving agency are kept to show attendance and progress or grades, and satisfactory standards relating to attendance, progress, and conduct are enforced;

(h) The institution complies with all local, city, county, municipal, State, and Federal regulations, such as fire, building, and sanitation codes. The State approving agency may require such evidence of compliance as is deemed necessary;

(i) The institution is financially sound and capable of fulfilling its commitments for training;

(j) The institution does not utilize advertising of any type, which is erroneous or misleading either by actual statement, omission, or intimation. The institution shall not be deemed to have met this requirement until the State approving agency (1) has ascertained from the Federal Trade Commission whether the Commission has issued an order to the institution to cease and desist from any act or practice, and, (2) has, if such an order has been issued, given due weight to that fact;

(k) The institution does not exceed its enrollment limitations as established by the State approving agency;

(l) The institution's administrators, directors, owners, and instructors are of good reputation and character;

(m) The institution has and maintains a policy for the refund of the unused portion of tuition, fees, and other charges in the event the eligible person fails to enter the course, or withdraws, or is discontinued therefrom at any time prior to completion, and such policy must provide that the amount charged to the eligible person for tuition, fees, and other charges for a portion of the course shall not exceed the approximate pro rata portion of the total charges for tuition, fees, and other charges that the length of the completed portion of the course bears to its total length;

(n) Such additional criteria as may be deemed necessary by the State approving agency.

(o) No non-accredited course of education to be pursued in whole or in part by independent study shall be approved.

2. The State shall not approve a course not leading to a standard college degree offered by a proprietary profit or proprietary nonprofit educational institution if:

(a) The educational institution has been operating for less than 2 years;

(b) The course is offered at a branch of the educational institution and the branch has been operating for less than 2 years; or

(c) Following either a change in ownership or a company move outside its original general locality, the educational institution does not retain substantially the same faculty, student body, and courses as before the change in ownership or the move outside the general locality unless the educational institution following such change or move has been in operation for at least 2 years.

3. The State shall not approve a course as a part of a program of education offered by an educational institution if the course is provided under contract by another educational institution or entity and:

(a) The State would be barred under Section B.2. above from approving the course provided by the educational institution or entity under contract; or

(b) The educational institution or entity providing the course under contract has not obtained approval for the course for VA purposes.

4. Notwithstanding Sections B.2. and 3.(a) above, the State may approve a course offered by an educational institution under contract with the Department of Defense or the Department of Transportation and is given on or immediately adjacent to a military base, Coast Guard station, National Guard facility, or facility of the Selected Reserve.

5. Bar review courses and CPA review courses, and courses approved for the purposes of chapters 30, 32, 33, 34, 35, 1606 and 1607 that prepare students to take tests required or used for admission to an institution of higher learning or graduate school must be approved as non-college degree programs and may not include training classified as independent study.

6. Section 305 of Public Law 108-183 (Authorization for State Approving Agencies to Approve Certain Entrepreneurship Courses) allows SAAs to approve non-degree, non-credit entrepreneurship courses offered by a Small Business Development Center (SBDC) or the National Veterans Business Development Corporation. SAAs may approve these courses retroactively to the date the law was signed, December 16, 2003.

C. INSPECTION/COMPLIANCE/REIMBURSEMENT

1. The State will be reimbursed, in accordance with the terms of this contract, for salary and travel expenses incurred:

a. In the inspection of institutions, which have properly applied for approval to train veterans and eligible persons under title 38, United States Code.

b. In the conduct of outreach activities.

c. In the conduct of compliance, inspection, and technical assistance visits by the SAA to institutions, which have a veteran, or eligible person enrolled in an accredited or nonaccredited course or program for the purpose of determining if the approved course or program continues to meet all the conditions for approval. Such visits should be coordinated to the extent possible with the schedule of compliance surveys of the institutions to be conducted by VA.

d. In the inspection of institutions and the conduct of visits to institutions at the request of the Director, Education Service, Veterans Benefits Administration, Department of Veterans Affairs, in the case of courses or programs subject to his or her approval, and at the request of another State, in the case of courses or programs subject to its approval.

2. Original approvals and revisions of existing approvals of institutions which include a new branch with separate administrative capability will require an onsite inspection of the new branch with separate administrative capability prior to approval.

3. The State will not be reimbursed for the expenses it incurs for visits to the extent that the visits are for State purposes, such as State licensing activities or additional State-related supervision.

D. REPORTS-RECORDS

1. The State shall furnish VA with a copy of the official notice of the original approval, and of revisions and additions, for accredited or nonaccredited courses. A copy of the notice of approval will be accompanied by a copy of the application for approval, including a copy of the current catalog or bulletin of the institution and, in the case of nonaccredited courses, a copy of the inspection report. The State shall furnish VA with subsequent catalogs or bulletins with a cover letter, which lists the degree program and type of instruction, approved by the State and includes the degree requirements for the degree or references the unit subjects accepted and required for the degree. (38 C.F.R. § 21.4250(b)(1)) The original approval notice shall contain the following items. The approval notice for revisions and additions shall contain the following items when they are applicable to the revision or addition:

a. Date of letter and effective date of approval of the course;

b. Signed copy of VA form 20-8206, VA Statement of Assurance of Compliance with Equal Opportunity Laws for Proprietary vocational, trade, technical, or other institutions and such schools not a part of a public elementary or secondary school (VA form 20-8206 must be secured at the time of the original approval only and does not have to be secured when there is a change of certifying official, ownership, or any other change. (38 CFR § 21.4258(c);

c. Proper address and name of educational institution;

d. Authority for approval and conditions of approval referring specifically to approved catalog or bulletin published by the educational institution;

e. Name of each course approved and type of instruction offered;

f. Address of the location where instruction will be offered;

g. Where applicable, enrollment limitations, such as maximum number of students authorized and student-teacher ratio;

h. Signature of responsible official of SAA;

i. A finding by the State that the institution does not utilize advertising, sales, or enrollment practices of any type which are erroneous, deceptive, or misleading either by actual statement, omission, or intimation based on examination of such materials as any direct mail pieces, brochures, printed literature used by sales persons, films, video tapes, and audio tapes disseminated through broadcast media, material disseminated through print media, tear sheets, leaflets, handbills, fliers, and any sales or recruitment manuals used to instruct sales personnel, agents, or representatives of such institution;

j. The date when all documentation necessary to support the approval package is received;

k. For non-college degree courses, approved class schedules, excluding part-time schedules;

- l. One completed and signed copy of VA Form 22-8794, Designation of Certifying Official(s);
- m. One completed and signed copy of VA Form 22-1919, Conflicting Interests Certification Proprietary Schools Only (Secure for original approvals and changes in proprietary status or ownership);
- n. Such additional criteria as are deemed necessary by the SAA.

E. CONFLICT OF INTEREST-- 38 U.S.C. § 3683

The State, as provided in 38 U.S.C. § 3683(c) and (d), shall not approve course offered by an educational institution operated for profit, and if any course has been approved, shall disapprove each such course, if it finds that any officer or employee of VA or the State approving agency owns an interest in or receives any wages, salary, dividends, profits, gratuities, or services from such institution unless the State is advised that the VA has waived in writing the application of this paragraph because it has found that no detriment will result to the United States or to veterans or eligible persons by reason of such interest or connection of such officer or employee.

F. COOPERATION -- 38 U.S.C. § 3673

VA and the SAA shall take into cognizance the fact that definite duties, functions, and responsibilities are conferred upon VA and each SAA under the educational programs established under chapters 30, 32, 33, 34, 35, and 36 of title 38, U.S.C., and section 510 and chapters 1606 and 1607 of title 10, U.S.C. To assure that such programs are effectively and efficiently administered, the cooperation of VA and the SAA is essential. It is necessary to establish an exchange of information pertaining to activities of educational institutions. Particular attention is to be given to the enforcement of approval standards, enforcement of enrollment restrictions, and fraudulent and other criminal activities on the part of persons connected with educational institutions in which eligible persons or veterans are enrolled. Such cooperation may entail, but not be limited to, regularly scheduled meetings between VA and the SAA staff to discern common agreement on process and language.

G. TRAINING

VA and the SAA shall recognize the need for training of SAA staff in accordance with the SAA Business Plan. SAA Staff shall utilize, but not be limited to, the National Training Curriculum to keep current with the provisions of law and regulations pertaining to the approval process.

SCHEDULE NO. 2
CONTRACT NO. V101 (223C) P-5236

PROGRAM OF APPRENTICESHIP OR OTHER ON-JOB TRAINING APPROVED UNDER CHAPTER 36 FOR THE PURPOSES OF THAT CHAPTER AND CHAPTERS 30, 32, 33, 34, and 35, OF TITLE 38, U.S.C. AND SECTION 510 AND CHAPTERS 1606 and 1607 OF TITLE 10, U.S.C., WHICHEVER IS APPLICABLE

A. APPLICATIONS

Except with respect to programs that are, by law, "deemed" to be approved, the State will require any establishment within the jurisdiction of the State, desiring to secure approval to train veterans and eligible persons in a program of apprenticeship or other on-the-job training under chapters 30, 32, 33, 34, 35, and 36 of title 38, United States Code, and section 510 and chapters 1606 and 1607, title 10 United States Code, to submit a written application in form or content as provided or prescribed by the State, setting forth the following information relative to each course of training for which approval is requested. Although a program may be one that will deemed approved, VA requests State assistance to obtain the necessary information from any new registered Apprenticeship facility. See 38 U.S.C §3675, as amended by Pub. L. No. 111-377, § 203.

The State will require establishments not deemed approved by law, to provide notification to the State of the following information (including revisions of information previously provided):

a. Apprenticeship program:

(1) Title and description of the specific job objective for which the veteran or eligible person is to be trained;

(2) Length of the training period;

(3) 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;

(4) Number of hours of supplemental related instruction required;

(5) A certification that the veteran or eligible person will pursue the program on a full-time basis; and

(6) Any additional information required by the State approving agency.

b. Other On-Job Training courses:

(1) The information in a(1) through (6) above for Apprenticeship programs, plus:

(2) Entrance wage or salary paid by the establishment to employees already trained in the kind of work for which the veteran or eligible person is to be trained;

(3) A certification that wages to be paid the veteran or eligible person upon entrance into training are not less than wages paid non-veterans in the same training position and are at least 50 percent of the wages paid for the job for which he/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; and

(4) A certification that there is reasonable certainty that the job for which the veteran or eligible person is to be trained will be available to him/her at the end of the training period.

B. APPROVAL OF APPLICATIONS

1. The State will only approve the application of an establishment to offer a program of apprenticeship or other on-job training when such establishment is found upon investigation and inspection to meet the criteria as set forth below.

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a. Apprenticeship program.

(1) 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);

(2) A signed copy of the agreement for each veteran or eligible person, including the training program and wage schedule as approved by the State approving agency, is provided to the veteran and to VA and the State approving agency by the employer; and

(3) The program meets such other reasonable criteria as may be established by the State approving agency. Such additional criteria must not have the effect of denying to veterans and other eligible persons the benefits intended for them by law. The State shall not arbitrarily refuse to recognize an entity as a proper training establishment where the sponsoring employer, group of employers, association or organization, or joint apprenticeship committee is able to carry out all the functions of a training establishment and meet the basic published standards (as distinguished from regulatory requirements) of the Secretary of Labor (38 U.S.C. 3687, Apprenticeship or other on-the-job training). The State shall not apply as additional criteria any administrative rules of the State limiting the number of approved sponsors in the same area and serving the same trade or craft, requiring registration by the State or Department of Labor, requiring employers to be signatories to collective bargaining agreements, or be participating members of a Joint Apprenticeship Committee, or requiring that all training establishments must agree to pay prevailing wage rates to apprentices predicated on a journeyman scale established by agreement of some employers and unions. The provisions of title 29 Code of Federal Regulations, part 30 (Equal Employment Opportunity in Apprenticeship and Training), pertaining to affirmative action plans will not be applied since these relate to registration, deregistration, and reregistration of programs. The State must separate its function as administrative arm of the State Apprenticeship Council or other State agency for VA purposes. Courses will be approved when criteria of the Federal law governing veteran's benefits for education and training, and other reasonable criteria are met. When State laws, rules and regulations conflict with these Federal laws, Federal law will apply.

(4) Notice of approval or disapproval will be furnished the establishment and VA. Notice of disapproval will include the reasons and an explanation of corrective action required for deficiencies.

b. Other On-Job Training Courses.

(1) 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;

(2) The training content of the course is adequate to qualify the veteran or eligible person for appointment to the job for which he/she is to be trained;

(3) The job customarily requires a period of training of not less than six months and not more than 2 years of full-time training;

(4) 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 or eligible person with the required skills, arrange for the acquiring of job knowledge, technical information, and other facts which the veteran, or eligible person, will need to learn in order to become competent on the job for which he/she is being trained;

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

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

(7) Adequate records are kept to show the progress made by each veteran or eligible person toward his/her job objective, and a periodic report showing the conduct and progress made in the program of training on the job will be provided for VA;

(8) The veteran or eligible person is not already qualified by training and experience for the job;

(9) A certification that wages to be paid the veteran or eligible person upon entrance into training are not less than wages paid non-veterans in the same training position and are at least 50 percent of the wages paid for the job for which he/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;

(10) A certification that there is reasonable certainty that the job for which the veteran or eligible person is to be trained will be available to him/her at the end of the training period;

(11) A signed copy of the training agreement, including the training program and wage scale as approved by the State approving agency, is provided to the veteran or eligible person, to VA and to the State approving agency by the employer; and

(12) The program meets such other reasonable criteria as may be established by the State approving agency.

(13) For certain self-employment training programs consisting of on-the-job training of less than 6 months, approvable under 38 U.S.C. § 3452(e), existing provisions of 38 U.S.C. § 3677 must be met except for the requirement that the program be at least six months long.

(14) The State shall require establishments to notify the State of any revisions to items (1) to (14) above

2. The State approving agency will approve training only in those fields that offer worthwhile knowledge and skills ordinarily obtained through the educational process leading to an accepted training objective and which will not have the attributes of a wage subsidy. No course will be recognized as apprentice or on-job training if it is a regularly established productive employment opportunity in which training, if any, is merely incidental to the operations required in performing the duties of the job. Training for occupations which require a relatively short period of experience in order for a trainee to obtain and hold employment at the market wage in the occupation, such as automobile service station attendant or manager, soda fountain attendant, food service worker, salesperson, window washer, building custodian, or other unskilled or common labor positions, as well as managerial, professional or clerical positions for which on-job training is not the normal method of procuring qualified personnel, shall not be approved.

C. INSPECTION AND SUPERVISION

1. The State will be reimbursed in accordance with the terms of this contract for salary and travel expenses incurred in the inspection of training establishments which have properly applied for approval to train veterans and eligible persons under title 38, U.S.C., and title 10, U.S.C.

2. The State will be reimbursed in accordance with the terms of this contract for salary and travel expenses incurred in the conduct of outreach activities and conduct of supervisory, inspection, investigation, and technical assistance visits by the SAA to training establishments which have a veteran or eligible person enrolled in an approved training program for the purpose of determining if the approved training program continues to meet all the conditions for approval. Such visits should be coordinated to the extent possible with the schedule of compliance surveys to be conducted by VA.

3. The State will not be reimbursed for the salary and travel expenses it incurs for visits to the extent that the visits are for State purposes, such as State licensing activities or additional State-related supervision.

D. NOTICE OF APPROVAL

1. The State will furnish VA with a copy of the official notice of the original approval and of the approval of revisions and additions of apprenticeship or other on-job training programs. The copy of the original notice of approval will be accompanied by a copy of the application including a copy of the standards of apprenticeship and/or the schedule of work processes, and a copy of the inspection report. The original approval notice shall contain the following. The approval notice for revisions and additions shall contain the following items when they are applicable to the revision or addition:

- a. Date of letter and effective date of approval of the program;
- b. Proper address and name of training establishment;

c. Authority for approval and conditions of approval;

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- d. Name of each course approved and type of instruction offered;
- e. Trainer/Trainee Ratios;
- f. Signature of responsible official of State approving agency;
- g. A copy of the training agreement;
- h. A copy of the wage schedule;
- i. One completed and signed copy of VA Form 22-8794, Designation of Certifying Official(s); and
- j. Such other fair and reasonable provisions as are considered necessary by the State.

E. COOPERATION -- 38 U.S.C. § 3673

VA and the SAA shall take into cognizance the fact that definite duties, functions, and responsibilities are conferred upon VA and each SAA under chapters 30, 32, 33, 34, 35 and 36 of title 38, U.S.C., and chapters 1606 and 1607 of title 10, U.S.C. To assure that such programs are effectively and efficiently administered, the cooperation of VA and the SAA is essential. It is necessary to establish an exchange of information pertaining to activities of training establishments. Particular attention is to be given to the enforcement of approval standards, enforcement of enrollment restrictions, and fraudulent and other criminal activities on the part of persons connected with training establishments in which eligible persons or veterans are enrolled. Such cooperation may entail, but not be limited to, regularly scheduled meetings between VA and the SAA staff to discern common agreement on process and language.

F. TRAINING

VA and the SAA shall recognize the need for training of SAA staff in accordance with the SAA Business Plan. SAA staff shall utilize, but not be limited to, the National Training Curriculum to keep current with the provisions of law and regulations pertaining to the approval process.

SCHEDULE NO. 3
CONTRACT NO. V101 (223C) P-5236

APPROVAL OF TESTS FOR LICENSING AND CERTIFICATION NEEDED TO ENTER, MAINTAIN OR ADVANCE INTO EMPLOYMENT IN A CIVILIAN VOCATION OR PROFESSION UNDER CHAPTER 36 FOR THE PURPOSES OF THAT CHAPTER AND CHAPTERS 30, 32, 33, 34 and 35, OF TITLE 38, U.S.C., AND SECTION 510 and CHAPTERS 1606 AND 1607 OF TITLE 10, U.S.C., WHICHEVER IS APPLICABLE.

A. APPLICATIONS

1. Except with respect to programs that are, by law, "deemed" to be approved the State shall require, as stipulated in Public Law 106-419, any organization within the jurisdiction of the State, desiring to secure approval to offer licensing or certification tests under chapters 30, 32, 33, 34, 35, and 36 of title 38, United States Code, and section 510 and chapters 1606 and 1607 of title 10, United States Code, to submit a written application in form or content as provided or prescribed by the State, setting forth the following information relative to each test or certification for which approval is requested. Although a licensing test may be one that will deemed approved, VA requests State assistance to obtain the necessary information from new Federal, State and local government organizations providing licensure. See 38 U.S.C. § 3675 as amended by Pub. L. No. 111-377, § 203.

B. APPROVAL OF APPLICATIONS

The State shall only approve the application of an organization to provide each license test when such organization is found upon investigation and inspection to meet the criteria as set forth below.

1. The organization maintains appropriate records with respect to all candidates who take such a test for a period prescribed by VA, but in no case for a period less than 3 years.

2. (i) The organization promptly issues notice of the results of the test to the candidate for the license or certificate.

(ii) The organization has in place a process to review complaints submitted against the organization with respect to a test the organization offers or the process for obtaining a license or certificate required for vocations or professions.

3. The organization will furnish VA the details of individual tests upon request including personal identifying information, fee payment, and test results. Such information shall be furnished in the form prescribed by VA and may include submission by paper, email, or other electronic means.

4. Upon request the organization will make all appropriate records pertaining to the test data of veterans or other eligible persons under title 38, U.S.C., available for examination by VA or its representatives.

5. The State shall require organizations to notify the State of any revisions to items (1) to (4) above.

The State shall only approve the application of an organization to provide each certification test when such organization is found upon investigation and inspection to meet the criteria as set forth below.

1. The certification test is 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 enter into, maintain or advance in employment in a particular vocation or profession.

2. The organization is licensed, chartered, or incorporated in a State and have offered such tests for a minimum of two years before the date of the signature on the application.

3. The organization 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.

4. The organization has no direct financial interest in:

(i) the outcome of the test; or

(ii) organizations that provide the education or training of candidates for licenses or certificates required for vocations or professions

5. The organization maintains appropriate records with respect to all candidates who take such a test for a period prescribed by VA, but in no case for a period of less than three years.

6. (i) The organization promptly issues notice of the results of the test to the candidate for the certificate.

(ii) The organization has in place a process to review complaints submitted against the organization with respect to a test the organization offers or to the process for obtaining a certificate required for a vocation or profession.

7. The organization will furnish VA the details of individual tests upon request, including personal identification information, fee payment, and test results. Such information shall be furnished in the form prescribed by VA and may include submission by paper, email or other electronic means.

8. Upon request, the organization will make all appropriate records pertaining to the test data of veterans or other eligible persons under title 38, U.S.C., available for examination by VA or its representatives.

9. The State shall require organizations to notify the State of any revisions to items (1) to (9) above

C. INSPECTION AND SUPERVISION

1. The State will be reimbursed in accordance with the terms of this contract for salary and travel expenses incurred in the inspection of organizations providing testing for license or certification which have properly applied for approval to offer such tests under title 38, U.S.C. and title 10, U.S.C.

2. The State will be reimbursed in accordance with the terms of this contract for salary and travel expenses incurred in the conduct of supervisory, inspection, investigation and technical assistance visits by the SAA to such organizations for the purpose of determining if the organization continues to meet all the conditions for approval.

3. The State will not be reimbursed for the salary and travel expenses it incurs for visits to the extent that the visits are for State purposes, such as State licensing activities or additional State-related supervision.

D. NOTICE OF APPROVAL

The State will notify the VA Education Liaison Representative, by e-mail or in writing, of completion of the original approval and of the approval of revisions and additions.

E. COOPERATION -- 38 U.S.C. § 3673

VA and the SAA shall take into cognizance the fact that definite duties, functions, and responsibilities are conferred upon VA and each SAA under the educational programs established under chapters 30, 32, 33, 34, 35 and 36 of title 38, U.S.C., and section 510 and chapters 1606 and 1607 of title 10 U.S.C. To assure that such programs are effectively and efficiently administered, the cooperation of VA and the SAA is essential. It is necessary to establish an exchange of information pertaining to activities of training organizations. Particular attention is to be given to the enforcement of approval standards, enforcement of enrollment restrictions, and fraudulent and other criminal activities on the part of persons connected with organizations in which eligible persons or veterans are enrolled. Such cooperation may entail, but not be limited to, regularly scheduled meetings between VA and the SAA staff to discern common agreement on process and language.

F. TRAINING

VA and the SAA shall recognize the need for training of SAA staff in accordance with the SAA Business Plan. SAA staff shall utilize, but not be limited to, the National Training Curriculum to keep current with the provisions of law and regulations pertaining to the approval process.

SAA Name Nebraska State Approving Agency Business Plan - Fiscal Year 2012

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Schedule 4

ACCOUNTABILITY STATEMENT

This Business Plan, which follows is an integral part of the contract between the SAA and the US Department of Veterans Affairs during the Federal fiscal year 2012. It sets out what our agency proposes to accomplish during this period represents the benchmark against which actual performance will be evaluated during Joint Peer Review following expiration of the contract term, and links SAA activities directly to SAA funding.

The State approving agency is a functional unit within the Nebraska Department of Education and reports to the Commissioner of Education.

Signature _____

Name: Bradley S. Dirksen
Title: Program Director, State Approving Agency
Date: 01/20/2012

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VISION

What would summarize the overall purpose of the SAA and in broad terms what you wish to accomplish during the term of the contract, and beyond.

8.6.1-35

The Nebraska State Approving Agency seeks to promote and safeguard quality education and training programs for all Veterans and other eligible persons in Nebraska to ensure greater education and training opportunities that meet the changing needs of Veterans, and to protect the GI Bill resources available for these programs.

CLIENTS AND STAKEHOLDERS

What categories of persons will benefit from your professional services? Who are the designated parties with whom you do business?

Quality service to veterans, in-service persons, National Guard and Reservists, dependents of disabled veterans or those who died on active duty, and school certifying officials is one of the goals of the Nebraska State Approving Agency. We will work directly with public and private degree-granting Institutions of Higher Learning, Non-College Degree schools, High Schools, and apprenticeship and other on-the-job training establishments, as well as other local, state and federal agencies.

MISSION

More specific than **VISION**, what things are you chartered to accomplish, including and in addition to, stated contract activities.

We will perform all duties necessary for the inspection, approval and supervision of those programs offered by qualified educational institutions, training establishments, and tests for licensing and certification. A goal of our agency is to ensure quality and assisting the educational institutions and eligible persons with whom we work by providing in-depth technical assistance, outreach and liaison with all related organizations, agencies, individuals and activities in accordance with the standards and provisions of Title 38, U.S.C., chapters 30, 32, 33, 35 and 36 and section 510 and chapter 1606 and 1607 of Title 10, U.S.C.

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CORE FUNCTIONS

To achieve our mission, we engage in six core functions:

- **Approval of Programs**
 - Subheadings with functions encompassed within "approval"
 - Respond to inquiries in a timely manner
 - Review and respond to program approval requests
 - Complete approval action and send notification to school/establishment and to DVA
- **Compliance Visits to Schools and Training Establishments**
 - Other categories of supervision activity
 - Compliance visits as outlined in Business Plan
 - Visits at the request of the VA when needed
 - Data collection at request of the VA
 - Initiate corrective action and follow up when deemed necessary
- **Technical Assistance**
 - Direct assistance to facility officials or businesses with any aspect of approval/training processes
 - Provide assistance to Veterans and other eligible individuals on general procedures related to benefits
- **Outreach**
 - Various modes
 - DVARO/school/L VRS meetings
 - Employer visits/contacts
 - College Fairs
 - Publications
- **Liaison**
 - Types of liaison actions to be accomplished
 - Hold periodic meetings and regular telephone discussions with VARO staff to review progress of business plan
 - Follow up on denial of benefits to veterans by DVA
- **Contract Compliance**
 - List elements of contract management

Invoices prepared and submitted timely
 Quarterly report of SAA activity prepared and submitted timely
 Preparation of Self-Evaluation for JPRG
 Annual completion of "VA Pricay and Information Security Awareness and Rules of Behavior: mandatory training courses for all SAA staff and other personnel with access to SAA files.

CORE FUNCTION	GOAL	PERFORMANCE MEASURE	TARGET
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The performance target shown for those noted with an asterisk is the minimally required target.

1. Program Approval Activities

Log inquiries received for program approvals	as received actual number	100
*Respond to program approval inquiry timely (95%)	percent within 14 days	95
*Visit institution w/in 30 days of request (90%)	percent within 30 days	90
*Process completed approval package (90%)	percent within 30 days of receipt	90
*Submit accurate approval packages (90%)	percent of received and accepted packages with no substantive errors	90

2. Compliance [visits] [See attached projected compliance visit schedule/table 5]

*Compliance visits as scheduled (90%)	number of compliance visits completed	90%
*Compliance visit reports submitted timely to VA (95%)	percent within 35 calendar days of visit	95%

*Initiate corrective action (95%) as the result of a compliance visit	percent within 10 calendar days of visit	95
*Follow up if necessary (95%)	percent within 30 calendar days	95
*Visits at request of VA (90%)	number within 30 calendar days of request	90
*Report submitted to VA (95%)	number within 35 calendar days of visit	95
Follow up if necessary	number within 30 calendar days of visit	100
Data collection at VA request	number completed	100
Inspection visits	as required	100

CORE FUNCTION	GOAL	PERFORMANCE MEASURE	TARGET
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3. Technical Assistance

DVARO/SAA/school meetings		number as scheduled	100
Meetings with certifying officials		number as scheduled	100
Assist with program approval package		number as required	100
TAP briefings		number as scheduled	100

4. Outreach

*LVER Meetings 100%		Minimum two per fiscal year	100
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5. Liaison

*Follow up on denial of benefits to veterans by DVA (95%)		percent within ten days of receipt	95
Periodic meetings with Education Liaison Representative		as scheduled	100
NASAA meetings		as scheduled	100

6. Contract Compliance

Invoices prepared and submitted timely (within 45-days after the end of the period)		percent within required time limits	100
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Quarterly report of SAA activity prepared and submitted timely (within 30-days after the end of the quarter)	per contract requirement	100
Preparation of Self-Evaluation for JPRG	percent by assigned target date	100
*Satisfactory rating by JPRG	actual score	satisfactory
Annual completion of "VA Privacy and Information Security Awareness and Rules of Behavior" mandatory training courses for all SAA staff and other personnel with access to SAA files	per contract requirements	100

Table 1

Personnel Utilization and Distribution of Professional and Support Staff (Use whole numbers.)

Salary & Fringe Title	Oct		Nov		Dec		Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep	
	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$
Prog Spec IV	65%	\$3,579	65%	\$3,579	65%	\$3,579	65%	\$3,579	65%	\$3,579	65%	\$3,579	65%	\$3,579	65%	\$3,579	65%	\$3,579	65%	\$3,654	65%	\$3,654	65%	\$3,654
Prog Spec II	0%	\$0	0%	\$0	90%	\$3,009	90%	\$4,919	90%	\$4,919	90%	\$4,919	90%	\$4,919	90%	\$4,919	90%	\$4,919	90%	\$4,919	90%	\$5,088	90%	\$5,088
Admin Sup	50%	\$1,978	50%	\$1,978	50%	\$1,978	50%	\$1,978	50%	\$1,978	50%	\$1,978	50%	\$1,978	50%	\$1,978	50%	\$1,978	50%	\$1,978	50%	\$2,033	50%	\$2,033
Salary	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$
Salary	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$
Salary	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$
Salary	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$
Salary	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$

Salary	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%
Salary	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%
Staff Utilization	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep						
Professional	0.65	0.65	1.55	1.55	1.55	1.55	1.55	1.55	1.55	1.55	1.55	1.55	1.55	1.55				
Support staff	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50				
Total	1.15	1.15	2.05	2.05	2.05	2.05	2.05	2.05	2.05	2.05	2.05	2.05	2.05	2.05				

Significant or material modifications to this table and/or the compensation schedule should be promptly reported to VA and the Business Plan amended to reflect the changed conditions.

Comments: The Spec II position was vacant for Oct and Nov. The new hire started in Dec and had some days of leave without pay which resulted in the lower salary and fringe amounts.

Comments: We will complete our compliance visits and other travel commitments. Because our contract allotment is not great enough to cover travel, expenses will be funded through a reserve account.

Table 3

8.6.1-44

State of Nebraska Compensation Schedule for professional positions (Highlight or underline salaries of Professional Staff)

Provide a current state wage schedule. The SAA must highlight or underline the salaries of contract personnel listed in Article IX Paragraph 2.

Also provide a copy of the current fringe benefits schedules showing the percentage amount of Social Security, Health Insurance, Workman's Compensation etc...

Contact your HR liaison to obtain copies of the schedules. Do not forget to attach these documents to the business plan.

Comments:

State of Nebraska Compensation Schedule for Support Staff (Highlight or underline Salaries of Support Staff)

Provide a current state wage schedule. The SAA must highlight or underline the salaries of contract personnel listed in Article IX Paragraph 2.

Also provide a copy of the current fringe benefits schedules showing the percentage amount of Social Security, Health Insurance, Workman's Compensation etc...

Contact your HR liaison to obtain copies of the schedules. Do not forget to attach these documents to the business plan.

Comments:

Significant or material modifications to the compensation schedule should be promptly reported to VA and the Business Plan amended to reflect the changed conditions.

Table 4

Employee Qualification Statement (Example given below)

Attach statements of the qualifications of all professional staff employees under the contract as specified by 38 U.S.C. 3674(a) (b) and Article VI of the contract.

Correct Submission (one for each professional staff) or provide a copy of the professional staff's resume

John P. Public, Director

Education: BS in Business, University of XXX, 1982;
MA Education, XXX University, 1989 and
PhD, University of XXX, 2004.

Professional Experience: SAA, 2001 to present, Veterans Counselor 1998 to 2001, etc...

What not to Submit:

Do not quote directly from the contract: "Qualification standards for personnel approving and supervising courses offered by educational institutions are as follows: Bachelor's Degree with five years of related experience; Master's Degree with three years of related experience; or Doctoral Degree with one year of related experience."

Comments or copy/pasteEmployee(s) Qualification Statement(s) here: Resume for Bradley S. Dirksen and Chelsea D. Hood Reese are attached.

Table 5

Projected Compliance Visit Schedule

Copy/Paste Projected Compliance Visit Schedule here:

Facility Zip City Quarter

First Quarter

SOUTHEAST COMMUNITY COLLEGE-MILFORD CAMPUS 68405 Milford 1
 COLLEGE OF HAIR DESIGN 68508 Lincoln 1
 ASSOCIATED BUILDERS & CONTRACTORS INC. 68528 Lincoln 1
 CARPENTER-MILLWRIGHT JATC - OMAHA 68117 Omaha 1
 OMAHA ELECTRICAL JOINT APPRENTICESHIP COMMITTEE 68127 Omaha 1
 OMAHA STEAMFITTERS & PLUMBERS LOCAL #464 JATC 68144 Omaha 1
 OMAHA-COUNCIL BLUFFS SHEET METAL JATC 68108 Omaha 1

Second Quarter

CAPITOL SCHOOL OF HAIRSTYLING & ESTHETICS 68137 Omaha 2
 JOSEPH'S COLLEGE OF BARBERING - OMAHA 68131 Omaha 2
 JOSEPH'S COLLEGE OF BEAUTY- LINCOLN 68510 Lincoln 2
 KAPLAN UNIVERSITY - LINCOLN CAMPUS 68508 Lincoln 2
 OMAHA SCHOOL OF MASSAGE AND HEALTHCARE OF HERZING UNIVERSITY 68127 Omaha 2
 THE CREATIVE CENTER 68144 Omaha 2

UNIVERSITY OF PHOENIX - OMAHA	68154	Omaha	2	
VATTEROTT COLLEGE - SPRING VALLEY CAMPUS	68137	Omaha	2	
XENON INTERNATIONAL ACADEMY II	68127	Omaha	2	
GRACE UNIVERSITY	68108	Omaha	2	
UNION COLLEGE	68506	Lincoln	2	
YORK COLLEGE	68467	York	2	

Third Quarter

NEBRASKA LAW ENFORCEMENT TRAINING CENTER	68801	Grand Island	3	
SOUTHEAST COMMUNITY COLLEGE-BEATRICE	68310	Beatrice	3	
JOSEPH'S COLLEGE OF BEAUTY- HASTINGS	68901	Hastings	3	
LA JAMES INTERNATIONAL COLLEGE	68025	Fremont	3	
CREIGHTON UNIVERSITY	68178	Omaha	3	
DOANE COLLEGE-LINCOLN CAMPUS	68504	Lincoln	3	
NEBRASKA WESLEYAN UNIVERSITY	68504	Lincoln	3	
CITY OF NORFOLK	68701	Norfolk	3	
COOPER NUCLEAR STATION	68321	Brownsville	3	
NEBRASKA ELEVATOR CONSTRUCTORS JAC	68107	Omaha	3	
OMAHA PUBLIC POWER DISTRICT - SAFETY & TRAINING ADMIN.	68102	Omaha	3	
OPPD- FORT CALHOUN POWER STATION	68008	Blair	3	

Fourth Quarter

METROPOLITAN COMMUNITY COLLEGE	68103	Omaha	4	
UNIVERSITY OF NEBRASKA AT LINCOLN	68588	Lincoln	4	
UNIVERSITY OF NEBRASKA AT OMAHA	68182	Omaha	4	
ITT TECHNICAL INSTITUTE- OMAHA	68127	Omaha	4	
JOSEPH'S COLLEGE OF BEAUTY - NORTH PLATTE	69101	North Platte	4	

KAPLAN UNIVERSITY-OMAHA 68134 Omaha 4
 BELLEVUE UNIVERSITY 68005 Bellevue 4
 BRYANLGH COLLEGE OF HEALTH SCIENCES 68506 Lincoln4
 CLARKSON COLLEGE 68131 Omaha 4
 BURLINGTON NORTHERN SANTA FE RAILWAY 69301 Alliance 4
 GERING POLICE DEPARTMENT 69341 Gering 4
 UNION PACIFIC RAILROAD-NORTH PLATTE 69101 North Platte 4

7-1-2011 - 6-30-2012 NDE PAY STRUCTURE
PERCENT INTO THE PAYGRADE RANGE

PAYGRADE	MIN	PERCENT INTO THE PAYGRADE RANGE											MAX	
		SALARY	10%	20%	30%	33.3%	40%	50%	60%	66.67%	70%	80%		90%
35	H	10,350	10,710	11,080	11,440	11,800	12,170	12,530	12,770	12,890	13,250	13,620	13,980	14,340
	M	1,793.92	1,856.87	1,919.82	1,982.77	2,003.54	2,045.72	2,108.67	2,171.62	2,213.80	2,234.57	2,297.52	2,360.47	2,423.42
	Y	21,527.00	22,282.40	23,037.80	23,793.21	24,042.49	24,548.61	25,304.01	26,059.41	26,565.53	26,814.81	27,570.22	28,325.62	29,081.02
36	H	10,840	11,220	11,600	11,980	12,110	12,360	12,740	13,120	13,370	13,500	13,880	14,260	14,640
	M	1,878.88	1,944.73	2,010.58	2,076.42	2,098.15	2,142.27	2,208.12	2,273.97	2,318.09	2,339.82	2,405.66	2,471.51	2,537.36
	Y	22,546.62	23,336.79	24,126.96	24,917.13	25,177.89	25,707.30	26,497.48	27,287.65	27,817.06	28,077.82	28,867.99	29,658.16	30,448.33
37	H	11,120	11,560	12,010	12,450	12,600	12,900	13,340	13,780	14,080	14,230	14,670	15,120	15,560
	M	1,927.16	2,004.21	2,081.25	2,158.30	2,183.72	2,235.34	2,312.39	2,389.44	2,441.06	2,466.48	2,543.53	2,620.57	2,697.62
	Y	23,125.94	24,050.50	24,975.05	25,899.61	26,204.71	26,824.16	27,748.72	28,673.28	29,292.73	29,597.83	30,522.39	31,446.94	32,371.50
38	H	11,700	12,170	12,640	13,100	13,260	13,570	14,040	14,510	14,820	14,980	15,440	15,910	16,380
	M	2,027.56	2,108.66	2,189.77	2,270.87	2,297.64	2,351.98	2,433.03	2,514.18	2,568.52	2,595.25	2,676.39	2,757.50	2,838.60
	Y	24,330.76	25,304.00	26,277.24	27,250.48	27,571.65	28,223.72	29,196.96	30,170.20	30,822.27	31,143.44	32,116.68	33,089.92	34,063.16
39	H	12,310	12,800	13,300	13,790	13,960	14,290	14,780	15,270	15,600	15,770	16,260	16,760	17,250
	M	2,133.77	2,219.32	2,304.86	2,390.41	2,418.63	2,475.95	2,561.50	2,647.04	2,704.36	2,732.59	2,818.13	2,903.68	2,989.22
	Y	25,605.22	26,631.76	27,658.30	28,684.85	29,023.60	29,711.39	30,737.93	31,764.47	32,452.26	32,791.01	33,817.56	34,844.10	35,870.64
40	H	12,700	13,270	13,840	14,420	14,600	14,990	15,560	16,130	16,520	16,700	17,280	17,850	18,420
	M	2,201.36	2,300.42	2,399.48	2,498.55	2,531.24	2,597.61	2,686.67	2,795.73	2,862.10	2,894.79	2,993.86	3,092.92	3,191.98
	Y	26,416.29	27,605.04	28,793.78	29,982.53	30,374.81	31,171.27	32,360.02	33,548.76	34,345.22	34,737.51	35,926.25	37,115.00	38,303.74
41	H	13,370	13,970	14,570	15,180	15,370	15,780	16,380	16,980	17,390	17,580	18,190	18,790	19,390
	M	2,317.22	2,421.53	2,525.84	2,630.15	2,664.57	2,734.46	2,838.77	2,943.07	3,012.96	3,047.38	3,151.69	3,256.00	3,360.31
	Y	27,806.69	29,058.40	30,310.10	31,561.81	31,974.67	32,813.51	34,065.22	35,316.93	36,155.57	36,568.63	37,820.34	39,072.04	40,323.75
42	H	14,070	14,700	15,340	15,970	16,180	16,600	17,240	17,870	18,290	18,500	19,130	19,770	20,400
	M	2,438.88	2,548.56	2,658.24	2,767.92	2,804.12	2,877.60	2,987.29	3,096.97	3,170.45	3,206.65	3,316.33	3,426.01	3,535.69
	Y	29,266.60	30,582.77	31,898.93	33,215.10	33,649.43	34,531.26	35,847.43	37,163.60	38,045.43	38,479.76	39,795.93	41,112.09	42,428.26
43	H	14,910	15,660	16,400	17,150	17,390	17,890	18,640	19,380	19,880	20,130	20,870	21,620	22,360
	M	2,583.70	2,712.89	2,842.07	2,971.26	3,013.89	3,100.44	3,229.63	3,358.81	3,445.36	3,488.00	3,617.18	3,746.37	3,875.55
	Y	31,004.44	32,554.66	34,104.87	35,655.09	36,166.66	37,205.30	38,755.52	40,305.74	41,344.38	41,855.95	43,406.17	44,956.38	46,506.60
44	H	16,120	16,930	17,730	18,540	18,800	19,340	20,150	20,960	21,490	21,760	22,560	23,370	24,170
	M	2,794.17	2,933.78	3,073.40	3,213.01	3,259.08	3,352.63	3,482.24	3,631.85	3,725.40	3,771.47	3,911.08	4,050.70	4,190.31
	Y	33,530.02	35,205.39	36,880.75	38,556.12	39,108.99	40,231.48	41,906.85	43,582.21	44,704.70	45,257.58	46,932.94	48,608.31	50,283.67
45	H	17,420	18,290	19,160	20,040	20,320	20,910	21,780	22,650	23,240	23,520	24,400	25,270	26,140
	M	3,020.11	3,171.12	3,322.12	3,473.13	3,522.96	3,624.13	3,775.14	3,926.15	4,027.32	4,077.15	4,228.16	4,379.16	4,530.17
	Y	36,241.30	38,053.37	39,865.44	41,677.51	42,275.50	43,489.58	45,301.66	47,113.73	48,327.81	48,925.80	50,737.87	52,549.94	54,362.01
46	H	19,360	20,330	21,300	22,280	22,580	23,230	24,200	25,170	25,820	26,140	27,100	28,070	29,040
	M	3,356.11	3,523.91	3,691.72	3,859.52	3,914.90	4,027.33	4,185.13	4,362.93	4,475.36	4,530.74	4,698.54	4,866.35	5,034.15
	Y	40,273.33	42,286.98	44,300.63	46,314.27	46,978.78	48,327.92	50,341.57	52,355.22	53,704.36	54,368.87	56,382.51	58,396.16	60,409.81
47	H	20,690	21,930	23,170	24,410	24,820	25,650	26,890	28,130	28,960	29,370	30,610	31,850	33,090
	M	3,585.89	3,800.81	4,015.74	4,230.66	4,301.58	4,445.58	4,660.51	4,875.43	5,019.43	5,090.35	5,305.27	5,520.20	5,735.12
	Y	43,030.67	45,609.75	48,188.83	50,767.91	51,619.00	53,346.99	55,926.07	58,505.14	60,233.13	61,084.22	63,663.30	66,242.38	68,821.46
48	H	22,120	23,670	25,220	26,770	27,280	28,320	29,870	31,420	32,460	32,970	34,520	36,070	37,620
	M	3,835.00	4,103.60	4,372.21	4,640.81	4,729.45	4,909.42	5,178.02	5,446.62	5,626.59	5,715.23	5,983.83	6,252.44	6,521.04
	Y	46,020.00	49,243.25	52,466.49	55,689.74	56,753.41	58,912.99	62,136.24	65,359.48	67,519.06	68,582.73	71,805.98	75,029.22	78,252.47
49	H	24,390	26,340	28,290	30,240	30,880	32,190	34,140	36,090	37,400	38,040	39,990	41,940	43,890
	M	4,227.00	4,565.12	4,903.24	5,241.36	5,352.94	5,579.48	5,917.60	6,255.72	6,482.26	6,593.84	6,931.96	7,270.08	7,608.20
	Y	50,723.96	54,781.41	58,838.86	62,896.30	64,235.26	66,953.75	71,011.20	75,068.65	77,787.14	79,126.10	83,183.54	87,240.99	91,298.44
50	H	27,710	30,200	32,700	35,190	36,010	37,680	40,180	42,670	44,340	45,160	47,650	50,150	52,640
	M	4,802.43	5,234.59	5,666.76	6,098.92	6,241.53	6,531.08	6,963.25	7,395.41	7,664.96	7,827.57	8,259.73	8,691.90	9,124.06
	Y	57,629.15	62,815.10	68,001.05	73,187.00	74,898.37	78,372.95	83,558.91	88,744.86	92,219.44	93,930.81	99,116.76	104,302.71	109,488.66

Nebraska Department of Education
Fiscal Note Costing Guidelines
2012 Legislative Session

For use by the Department of Education in developing cost estimates for bills considered in the 2012 Legislative session.

The following guidelines are provided first by cost item and then for several specific activities. They are generally appropriate to new programs specified in new legislation. Each cost item guideline generally stands alone and a specific cost item may not be appropriate for particular legislation.

GUIDELINES BY COST ITEM

510000 Personal Services

Program staff should work with division fiscal staff in determining personal services cost. The program staff should specify the position titles, pay grades, and FTE of new positions identified as necessary to implement proposed legislation. The division fiscal staff will compute the cost of the positions based upon the following assumptions.

Pay: Use the 2011-12 pay schedule. For the second year, a salary increase of 2.0%. Budget 33% into the pay grade.

Retirement: Immediate participation in State retirement [.075 on total salary]. Teacher retirement is .083628 of total salary.

Health Insurance: High Option Family Coverage which is \$18,480 for 2012-13 and \$20,328 for 2013-14.

Other Benefits: Standard contribution rates for FICA (7.65%), Life Insurance (\$23 per FTE), employee assistance program (\$15 per FTE), and workers comp (.010827 x annual salary).

Program staff must specify if there is additional salary categories to be included such as overtime and supplemental pay or if the salary assumptions are different than those above.

520000 Operating Expense

The cost guidelines are appropriate for the 2012-13 fiscal year. For 2013-14, increase costs by 3% where appropriate.

Postage - This is dependent upon number and size of mailings. Work with division fiscal staff.

Communication - Local service \$320 annually.
Long Distance: High Usage - \$2,292 annually.
Medium Usage - \$1,275 annually.
Low Usage - \$400 annually.

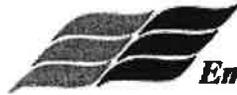
Health Care Premiums – July 1, 2011 – June 30, 2012

Health Care Premiums for Employee Only (Single Coverage) – Monthly			
	Your Cost	State Cost	Total Premium
Wellness PPO Plan	\$89.60	\$337.04	\$426.64
BlueChoice Plan	\$133.72	\$503.06	\$636.78
Regular PPO Plan	\$104.84	\$394.40	\$499.24
High Deductible PPO Plan	\$62.92	\$236.64	\$299.56
Ameritas Dental	Basic Option	\$21.16	
	Premium Option	\$23.68	
EyeMed Vision	Basic Option	\$5.16	
	Premium Option	\$7.98	

Health Care Premiums for Employee + Spouse (Two Party Coverage) – Monthly			
	Your Cost	State Cost	Total Premium
Wellness PPO Plan	\$237.80	\$894.52	\$1,132.32
BlueChoice Plan	\$354.92	\$1,335.14	\$1,690.06
Regular PPO Plan	\$278.26	\$1,046.76	\$1,325.02
High Deductible PPO Plan	\$166.96	\$628.06	\$795.02
Ameritas Dental	Basic Option	\$42.36	
	Premium Option	\$47.40	
EyeMed Vision	Basic Option	\$8.28	
	Premium Option	\$12.78	

Health Care Premiums for Employee + Dependent Children (Four Party Coverage) – Monthly			
	Your Cost	State Cost	Total Premium
Wellness PPO Plan	\$184.04	\$692.28	\$876.32
BlueChoice Plan	\$274.68	\$1,033.28	\$1,307.96
Regular PPO Plan	\$215.34	\$810.12	\$1,025.46
High Deductible PPO Plan	\$129.22	\$486.06	\$615.28
Ameritas Dental	Basic Option	\$61.04	
	Premium Option	\$68.32	
EyeMed Vision	Basic Option	\$8.44	
	Premium Option	\$13.04	

Health Care Premiums for Employee + Spouse + Dependent Children (Family Coverage) – Monthly			
	Your Cost	State Cost	Total Premium
Wellness PPO Plan	\$318.04	\$1,196.42	\$1,514.46
BlueChoice Plan	\$474.70	\$1,785.76	\$2,260.46
Regular PPO Plan	\$372.16	\$1,400.04	\$1,772.20
High Deductible PPO Plan	\$223.30	\$840.02	\$1,063.32
Ameritas Dental	Basic Option	\$66.32	
	Premium Option	\$74.24	
EyeMed Vision	Basic Option	\$13.58	
	Premium Option	\$21.00	



Employee Education System

Certificate of Completion

This is to certify that

Bradley Scott Dirksen

has completed a course entitled

**VA Privacy and Information Security Awareness and Rules of Behavior
FY12 - Print**

The Employee Education System has presented this
Continuing Education Activity for 1 contact hour(s)

The Employee Education System maintains responsibility for the program.

This training was completed on Nov 16, 2011



A handwritten signature in cursive script, reading "Louise R. Van Diepen".

Louise Van Diepen
Acting VHA Chief Learning Officer



Employee Education System

Certificate of Completion

This is to certify that

Chelsea Hood Reese

has completed a course entitled

**VA Privacy and Information Security Awareness and Rules of Behavior
FY12 - Print**

The Employee Education System has presented this
Continuing Education Activity for 1 contact hour(s)

The Employee Education System maintains responsibility for the program.

This training was completed on Dec 13, 2011



A handwritten signature in cursive script, reading "Louise Van Diepen".

Louise Van Diepen
Acting VHA Chief Learning Officer



Employee Education System

Certificate of Completion

This is to certify that

Yvette D Martin

has completed a course entitled

**VA Privacy and Information Security Awareness and Rules of Behavior
FY12 - Print**

The Employee Education System has presented this
Continuing Education Activity for 1 contact hour(s)

The Employee Education System maintains responsibility for the program.

This training was completed on Dec 14, 2011



A handwritten signature in cursive script, reading "Louise R. Van Diepen".

Louise Van Diepen
Acting VHA Chief Learning Officer

BRADLEY S. DIRKSEN
8145 Wemsha St. Lincoln, NE 68507
Email: dirksen9@hotmail.com
Phone: (402) 981-0596

CAREER HIGHLIGHTS

- Master's Degree in Public Administration
 - Over three years of administrative experience in postsecondary education
 - Over two years of in-depth experience with Veterans Education
 - Extensive experience with the interpretation and enforcement of statutes
 - Thorough knowledge of rules/procedures related to Veterans Education and Private Postsecondary Career Schools
 - Experience with NDE accounting processes, graduate level course work in budgeting, and managed a budget within an admissions office at a college
 - Over three years of experience as a direct supervisor over 2 office staff members and 12 student workers/per year
 - Lead a fast pace change focused environment while team building and inspiring colleagues
 - Certified Teacher who has presented to college officials, colleagues, and students
-

EDUCATION AND HONORS

- University of Nebraska – Omaha; Master Degree in Public Administration; 8/05 – 12/10
- Teachers College, Columbia University; 12 graduate credit hours in International and Transcultural Education Department, Comparative Education; 3.5 GPA, 08/04-12/04
- Peru State College, Peru, Nebraska; 3.972 GPA; received a Bachelor of Science Degree in Secondary Education and History, 05/04
- Southeast Community College, Lincoln, Nebraska, Associates of Arts and Science Degree, Academic Transfer, 12/01
- Honors: Member, Phi Alpha Theta History Honor Society, since 2004 and Member, Phi Theta Kappa International Honor Society, since 2000
- Received State of Nebraska Teaching Certification – Initial License (Secondary Social Science Endorsement - current)
- Nebraska Department of Education Leadership Academy - Certificate of Completion

POST-SECONDARY EDUCATION CAREER EXPERIENCE

- ❑ **Program Director:** NE Department of Education: Private Postsecondary Career Schools and Veterans Education section: 10/03/11-Present
- ❑ **Veterans Education Specialist II:** NE Dept of Education 05/2009 – Present
 - Approve education, on-the-job training, and apprenticeship programs for veterans education benefits
 - Conduct supervisory visits to ensure training organizations are in compliance with federal rules and regulations in efforts to protect federal funds
 - Request and process paperwork to continue, revise and withdraw approval of programs, modes of instruction and other training related information
 - Review college catalogs to ensure compliance with State and Federal regulations and take corrective action as appropriate
 - Conduct outreach to help ensure public awareness of veterans education benefits and maximize the number of quality training programs available in the State of Nebraska
 - Review and evaluate applications, supporting documents, college catalogs, and bonds concerning school operations for private postsecondary career schools and their recruiting agents
 - Participated on accreditation teams for PPCS
 - Consults and assists schools with applications and compliance
 - Monitors activities of private postsecondary career schools which are authorized to operate by NDE, or licensed by other Nebraska state agencies
 - Assisted in the process of issuing permits for school personnel recruiting students
 - Participated in revising statutes and rules
 - Participated in meetings with the Nebraska Advisory Council for Private Postsecondary Career Schools and the National Association of State Approving Agencies (NASAA).
 - Assisted in preparing quarterly and annual reports on activities to the DVA
 - Assisted with the preparation of the annual Federal contract, budget request and business plan to DVA
 - Prepared a monthly invoice for reimbursement for expenses on the VA contract
 - Executes and evaluates the annual Business Plan and performance standards required by DVA
 - Participates in team and department activities which enhance the productivity of the section
 - Grasped new concepts in order to keep up with changes in programs and legislation
 - Experienced with the records retention schedule and process
 - Entered data and created Enrollment Data Report for Legislature

❑ **Assistant Director of Admissions:** Iowa Western Community College 01/2006–04/2009

- Coordinates all aspects of acceptance process and manages acceptance for competitive career and technical programs
- Communicates regularly with deans, program chairs, and admissions staff regarding acceptance timeline and program enrollments
- Manages all correspondence associated with the acceptance process including but not limited to accepted, pending, and reserved students
- Coordinates the creation, maintenance, and inactivation of all admissions files
- Utilize computer programs and data to analyze and manage information
- Manage campus visit and tour process including supervision and scheduling of student workers
- Supervises clerical staff members who perform admissions functions and directed their work in order to meet deadlines and service levels
- Leads Communications Management group to improve communication to prospective students including design and structure of automated communication
- Advise students about Career and Technical Education opportunities in individual and group settings
- Regularly gave presentations to deans, instructors, admissions advisors, staff, students, and prospective student in regards to a variety of topics including Career and Technical Education
- Assisted with the annually review and revamp of the college catalog
- Conducted annual appraisal of staff members

❑ **Admissions Advisor:** Iowa Western Community College 7/2005 – 12/2005

- Serves as the eCollege advisor and main contact for ICCOC student services; Informs and updates all advisors regarding eCollege issues and policies.
- Coordinates campus tours and student visits with program chairs. Sends mail correspondence before and after the tour. Meets with all students and their families following the campus tour
- Serves as an advisor and assists in the academic advising of students
- Attends college/education/job fairs
- Assists with the organization and facilitation of visit and program days
- Assists the Admissions staff with monitoring student files and keeping coordinators current on enrollment status
- Assists with telephone recruiting and follow-up contacts
- Assists with the initial evaluation of college transcripts for transfer students

ADDITIONAL PROFESSIONAL EXPERIENCE

- **Client Relations**, First Investors, Administrative Data Management, 01/05-06/2005; Assists clients, reps, and dealers via telephone in regards to investment accounts
- **Media Technician**, Teacher's College, Columbia University Media Services: Fall 04; Set up and trouble shooting PCs, LCD projectors, TVs, VCRs, DVDs, Media Consoles, Slide Projectors, Microphones, Mixers, and Tape Recorders
- **Evening Supervisor**, Russ's Market, Lincoln, Nebraska, Frozen Foods Manager, 1997-2004; Managed an evening crew and closed a full service supermarket; ordered; pre-booked and stocked the Frozen Foods Department; effectively communicated and responded to customer and employee concerns
- **Student Teaching**, Lincoln North Star High School, Lincoln, NE, January through May, 2004; Assumed full responsibility for 5 social science classes in a culturally diverse high school and provided instruction in accordance with state standards.

COMPUTER SKILLS

- Operating Systems:** DOS, Mac OS X, Windows 95/98/NT/00 and XP, Vista
- Office equipment:** Copier, Printer, Fax, Stapler, Scissors, etc.
- Software Applications:** Microsoft Word, Excel, Access, Works, PowerPoint, Outlook, Visio, Adobe, Datatel Colleague and UI, Dreamweaver, EnterpriseOne

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Lincoln, Nebraska 68504

CHELSEA D. HOOD REESE

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EDUCATION

University of Nebraska, Lincoln, Nebraska
Masters of Education in Mathematics and Teachers Certification, May 2012

Doane College-Lincoln, Lincoln, Nebraska
Master of Arts in Management, May 2005

Thesis published May, 2006, How Student Assessment Data are Collected and Used to Shape Institutional Policy: A Survey Study with College Staff in Private, Four-year Colleges within Four Midwestern States

Doane College, Crete, Nebraska
Bachelor of Science, May 1998

Major: Mathematics

Minor: Computer Science

TEACHING EXPERIENCE

Southeast Community College, Lincoln, Nebraska
Contract Corporate Course Instructor

June 2011 – Present

- Introduction, Intermediate and Advanced Microsoft Excel 2010 and Excel 2011
- Introduction and Advanced Adobe Acrobat

Lux Middle School, Lincoln, Nebraska
Practicum Student Teacher

August 2011 – Present

Desktop Solutions, Lincoln, Nebraska
Weekend Course Instructor

January 2000 – April 2000

- Introduction to Microsoft Word 97
- Introduction to Microsoft Excel 97
- Introduction to Windows 95

EXPERIENCE IN HIGHER EDUCATION

University of Nebraska – Lincoln, College of Engineering
Graduate Program Coordinator

June 2006 – July 2011

Administration & Funding:

- Lead writer for Memorandum of Understanding with Chinese Scholarship Council (signed).
- Developed Dual Ph.D. agreements with University of Bordeaux, France (signed) and Anna University, India.
- Oversaw budget and awarding of fellowship opportunities to prospective and current graduate students.

Marketing/Recruitment & Admission:

- Guest lecturer for freshman and sophomore Engineering seminars.
- Managed print and web communication for Ph.D. and Master's programs, including research events.
- Provided primary outreach via phone, e-mail, in office one-on-one and at conferences.

Retention & Event Planning:

- Created the Graduate Research Symposium & Poster Competition, held annually during E-Week.
- Planned the annual Celebrate Research & Graduate Fellows Reception for top scholars within the College.

Doane College

July 2002 – June 2006

Coordinator of Multicultural Admission & Admission Counselor

Multicultural Activities:

- Developed diversity recruiting efforts and worked alongside Office of Multicultural and Community Services and Students for Change.
- Research instructor for Hispanic Summer Outreach Camp

Recruiting, Financial Aid and Enrollment:

- Developed and maintained relationships with high school students and their families within a region consisting of 52 schools in the Omaha metro area, as well as a 27 state region.
- Managed files, including determining eligibility (academic and athletic) and the delivery of financial aid.

HOOD REESE

TECHNICAL & BUSINESS RELATED EMPLOYMENT

Digital IMS, Inc., Lincoln, Nebraska

June 2001 – July 2002

Sales Account Manager

- Vended various product suites to targeted markets throughout United States and Canada.
- Lead team discussions to develop more effective consulting and selling practices.
- Trained clients on customized web software and collected feedback to determine product upgrades.

Kenexa Technology, Inc., Lincoln, Nebraska

April 2000 – June 2001

Project Manager/Implementation Consultant

- Met with clients to build system requirements around hiring workflow and general office procedures.
- Implemented Kenexa Recruiter®, a Web-based applicant tracking system.
- Developed training program, quality assurance testing process and client delivery method for customized web software.
- Created and maintained system specifications for "Core" version of Recruiter®.

Nebraska Career Information System, UNL office, Lincoln, Nebraska

October 1999 – April 2000

Special Projects Administrator (Contracted Position for term of Military Leave)

- Administrator for ALX Project: American Learning eXchange project funded by a grant from Georgia State University and the United States Department of Labor.
- Produced Web-based presentation and co-presented at an ASTD area meeting.
- Administrator of the Career Information Systems for Internet Project Pilot in Nebraska.
- Assisted with training courses.
- Information researcher for school counselors and students using Internet.

The Gallup Organization, Corporate Office, Lincoln, Nebraska

June 1998 – October 1999

Webmaster and Internet Developer

- Developed global and creative marketing sites for global company and held training and leadership roles.
- Coordinator between Proxicom and Gallup to redevelop the corporate Web site.
- Created and maintained the "Gallup Marketing Center" Web site, housing all marketing material, documents, presentations and calendar dates.
- "Learn at Lunch" Internet Training Course: Taught lunch seminar on Internet basics.
- New Associate Trainer: Explained Gallup Internet policies, Web-based e-mail and Web site over view.
- Recipient of The Gallup Organization Rookie of the Year 1998 Award.

COMMUNITY INVOLVEMENT

- University of Nebraska – Lincoln Math Day Volunteer and Math Test Administrator
- President, Phi Sigma Tau Alumni Scholarship Committee
- Member of P.E.O. Chapter IW, Lincoln, NE
- Volunteer for annual OctoBeerFest Stroke Foundation fundraiser

OTHER INVOLVEMENT

- Husker Official for University of Nebraska – Lincoln Track & Field
- Doane College, Track & Field Official for digital timing system (Lynx)
- Lincoln Public Schools Junior High Volleyball Official
- Tournament Director for Annual Volleyball Tournament Fundraiser for various local individuals
- Tournament Director for annual Czech Days Coed Volleyball Tournament
- Volunteer Junior High Track Coach, Crete Middle School, Spring 2006
- Assistant Volleyball Coach, Louisville High School, Fall 1999
- Volunteer Freshman Basketball Coach, Crete High School, Winter 1997-98