



VETERANS EDUCATION SUCCESS

December 9, 2020

Louisiana Department of Veterans Affairs
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U.S. Department of Veterans Affairs
Patrick Dworakowski, Assistant Director
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U.S. Department of Veterans Affairs
Office of Inspector General
Attn: [REDACTED]
[REDACTED]
[REDACTED]

Re: United States K9 Unlimited

Dear Mr. Wallace, Dr. Dworakowski, and [REDACTED]:

We would like to bring to your attention alleged misconduct by “United States K9 Unlimited” (“US K9”), an academy for dog trainers located in Abbeville, Louisiana, a school approved for U.S. Department of Veterans Affairs GI Bill funding.

We have received complaints from current and former student veterans using their Post-9/11 GI Bill benefits about the practices of US K9. These students asked for help regarding the following issues:

- 1) Disparate treatment of veteran and nonveteran students;
- 2) Deceptive and aggressive enrollment practices;
- 3) Issues concerning VA approved curriculum;
- 4) Classes taught by enrolled students rather than trained instructors; and
- 5) Potential violations of VA policies.

Further, when a current student contacted us for assistance, US K9 staff threatened to retaliate against him.¹ This also merits your attention.

¹ Students told Veterans Education Success that they fear retaliation from US K9 if they submit complaints through VA’s GI Bill Feedback tool. For that reason, these complaints may not already be within VA’s complaint system.

I. Background

US K9 operates both a dog sales program and a school. The school purportedly teaches students to become certified canine trainers and provides training to law enforcement dog handlers.² US K9 states on its website, “We are a full-time, full service, canine training facility dedicated to providing Law Enforcement, and government agencies with specially trained police dogs, the best available anywhere in the world.”³ The US K9 school offers four instructional programs: Single Purpose Handler, Dual Purpose Handler, Trainer’s Program, and Master Trainer Program.⁴

In August 2020, two US K9 student veterans contacted Veterans Education Success: [REDACTED] [REDACTED], and [REDACTED], who attended the school in early 2020. In October 2020, we were contacted by former student [REDACTED] [REDACTED] who attended US K9 from [REDACTED] until [REDACTED] and shared her experiences, and in November 2020 we were contacted by former student [REDACTED] who attended US K9 between [REDACTED] and [REDACTED]. We also spoke with [REDACTED], [REDACTED], [REDACTED]. Mr. [REDACTED] Ms. [REDACTED] Ms. [REDACTED] Mr. [REDACTED] and Mr. [REDACTED] alleged that US K9 provides students with a low-quality education, despite advertising that they are “one of the ‘best in the business” and that they produce the “world’s best,”⁵ dogs, and that US K9 was engaged in illegal activity.

II. US K9 may have violated Department of Veterans Affairs regulations and laws.

US K9 may be violating multiple statutes and regulations by:

- charging veterans a higher tuition than nonveterans,
- treating veterans worse than nonveteran students, including subjecting veterans to menial labor,
- using deceptive enrollment practices,
- threatening to retaliate against students for submitting complaints to VA,
- enrolling veterans as more than 85% of its students,
- not satisfying state certification requirements, and
- refusing to provide students and VA with tuition refunds.

A. US K9 should be disapproved under 38 USC § 3690.

If an educational institution charges veterans more than it charges nonveterans pursuing the same course of education, 38 USC § 3690 provides that VA may disapprove the educational institution from enrolling veterans. US K9 should be disapproved under 38 USC § 3690 because it imposed higher tuition and fees on student veterans than nonveterans.

² <https://www.usk9.com/about.html>

³ <https://www.usk9.com/our-workingdogs.html>

⁴ See Attachment 1, US K9 Unlimited General Catalog 2019-2020, page 2. The General Catalog also mentions a “Sharing our Lives with Dogs” course, but none of the witnesses we spoke with knew of the existence of this course, nor is it advertised on the US K9 website.

⁵ <https://www.usk9.com/why-usk91.html>

1. Disparate treatment of Veterans in tuition.

Mr. [REDACTED] contacted Veterans Education Success after US K9 allegedly threatened to take legal action against him if he withdrew from the program because the school claimed he owed a balance for the cost of a dog given to him by the school. This prompted us to call US K9 on August 21, 2020. We spoke with [REDACTED], the School Certifying Official, and [REDACTED] [REDACTED] an instructor at the school. During this conversation, we asked the school to provide supporting documentation regarding how much Mr. [REDACTED] owes and the school's withdrawal process. Ms. [REDACTED] explained that Mr. [REDACTED] had taken the Master Trainer Program and was charged tuition and fees totaling \$16,500 and that she would provide supporting information about his debt. She also explained that Mr. [REDACTED] would owe money for the cost of a dog that was provided to him if he did not complete the four courses he had promised to take. When we asked if he could return the dog instead, Ms. [REDACTED] claimed that the dog could no longer be resold and therefore was unreturnable.

Ms. [REDACTED] provided a copy of Mr. [REDACTED] signed "VA Benefits Verification Form" reflecting a cost of \$16,500 for the Master Trainer Program, as did the signed "Course Contract" that Ms. [REDACTED] provided.⁶ She explained in the email that because Mr. [REDACTED] had used a portion of his Post 9/11 GI Bill earlier in the year for a course he took elsewhere US K9 was unable to receive the full tuition from Mr. [REDACTED] VA benefits. For that reason, she stated Mr. [REDACTED] owed money to the school for the unpaid portion of that course plus housing expenses. Ms. [REDACTED] attached several supporting documents including an enrollment certification to VA charging tuition and fees of \$17,790⁷ and a VA payment record stating VA paid US K9 \$5,749.14 on behalf of Mr. [REDACTED]. Mr. [REDACTED] alleges that the school told him he owed only unpaid housing costs and that he was never informed of the unpaid tuition and fees. According to both Mr. [REDACTED] and Ms. [REDACTED] the school would not give him a certificate of completion for the Master Trainer Program because of the unpaid balance.

Ms. [REDACTED] stated verbally over the telephone that tuition for the Master Trainer Program is \$16,500 and that was the amount she considered Mr. [REDACTED] to be liable for, without any mention of other fees beyond housing costs. The documents Mr. [REDACTED] signed at enrollment stated the tuition for the same program was \$16,500 with no mention of any additional fees.⁸ The general program catalog states that tuition and fees total \$17,790.25.⁹ The enrollment form used for non-veteran students states that tuition for a Master Trainer Program is \$18,500.¹⁰ This makes it appear that US K9 is providing a discount to student veterans. However, rather than charging veterans less, US K9 apparently charges veterans more than it charges nonveterans because it offers programs for free to nonveterans but not to veterans. Specifically, US K9 allegedly provides nonveteran students with free training and does not provide the same opportunity to student veterans. Witnesses allege that a common business practice at US K9 was to enroll law enforcement students in only one of the handler's programs and not the master training course.

⁶ See Attachment 2, enclosures.

⁷ US K9's General Catalog 2019-2020, page 25, explains that the total cost including fees is \$17,790.25.

⁸ See Attachment 2.

⁹ Attachment 1.

¹⁰ See Attachment 4, also available at

https://www.usk9.com/uploads/1/1/1/7/111799295/handler_enrollment_2019.pdf.

Mr. [REDACTED], claimed that the school offered civilian police officers to enroll in the master training course for free. Student veterans were not provided with this opportunity and had to pay full tuition.

Additionally, Ms. [REDACTED] alleged that US K9's recruiter, [REDACTED], had told her that US K9 would extend a tuition discount to her because Ms. [REDACTED] only had 70% eligibility for the Post 9/11 GI Bill. Ms. [REDACTED] explained that she was told by Mr. [REDACTED] that although US K9 would charge VA the entire tuition amount, when VA only paid a portion of it, the remaining balance would be forgiven. Ms. [REDACTED] later discovered, however, that the remaining balance was not forgiven and that she owed money to the school. When she asked US K9 how much she owed, the school allegedly could not provide any bills, statements, or details of the amount other than to say that they would have to look into it. Ms. [REDACTED] never received a response and US K9 has refused to provide her the course completion certificates she claims she earned.

2. Disparate treatment of Veterans in the allocation of dogs.

According to the School Certifying Official, Ms. [REDACTED] US K9 "awards" a dog to student veterans after a "VA student agrees to complete all four of the training programs." This was also confirmed by Ms. [REDACTED] and Mr. [REDACTED]. Ms. [REDACTED] provided a copy of Mr. [REDACTED] dog "purchase agreement."¹¹ The agreement states that the student veteran receives a dog if he is eligible for "100% tuition from Post 9/11 GI Bill" and if he agrees to enroll in four courses at the school. The agreement states that the student veteran becomes responsible for the price of the dog, \$14,500 if the veteran does not complete the training or does not have 100% Post 9/11 GI Bill eligibility. No such requirement seems to be imposed on non-veteran students. Dogs are "not returnable," which essentially forces student veterans to use as much of their GI Bill entitlement as they possibly can at US K9 to complete the course to not owe money out of pocket for the cost of the dog. The former instructor, Mr. [REDACTED] claimed that this program was designed explicitly to "grab all the VA money." Mr. [REDACTED] also explained that when Mr. [REDACTED] signed the purchase agreement, the dollar amount was blank and that the US K9 staff filled in the \$14,500 amount afterwards.

Mr. [REDACTED] also explained that the dogs awarded to veterans were dogs US K9 could not sell as police dogs because they were considered "defective." Mr. [REDACTED] confirmed this and alleged that US K9 had a pattern of allegedly lying about whether dogs were defective in order to not disclose their troubled past, going so far as to change the dogs' names and alter records. In 2017, a US K9 defective dog sold to a police department in Texas resulted in a lawsuit.¹² There, the dog bit two innocent people while working for the police department. According to Ms. [REDACTED] and Mr. [REDACTED] a student veteran named [REDACTED] was given a defective dog by US K9 with similar consequences in 2020. Ms. [REDACTED] and Mr. [REDACTED] explained that Mr. [REDACTED] was given a dog that had displayed behavioral problems and was returned by law enforcement

¹¹ See Attachment 2, enclosure.

¹² "Texas police dog loses badge after attacking two innocent people" Chron.com, Carol Christian (Mar. 16, 2017) <https://www.chron.com/news/houston-texas/texas/article/Bay-City-police-dog-Rico-loses-badge-after-two-11006448.php>; *Abshire v. Pannell*, No. 01-19-00710-CV (First District Texas, Jul 7, 2020), dismissed on other grounds, available at <http://www.txcourts.gov/media/1448468/190710f.pdf>. See also "K-9 fired from Mississippi police force for being too distracted may get new job" NY Daily News (Feb. 7, 2014) <https://www.nydailynews.com/news/national/k-9-fired-police-force-new-job-article-1.1606573>.

after biting the police handler's niece. Once Mr. [REDACTED] had the dog, it escaped and attacked a child, forcing the child's father to shoot the dog to death.¹³ According to Ms. [REDACTED] Mr. Abshire took no responsibility for the incident and blamed the entire incident on Mr. [REDACTED]

According to Mr. [REDACTED] and Ms. [REDACTED] defective dogs were purposefully offloaded onto student veterans to get rid of them because they were unsellable. Mr. [REDACTED] explained how he had asked to be awarded a specific dog, but that US K9 refused to give Mr. [REDACTED] that dog because it was not defective. The dog was eventually sold to a police department.

3. Disparate treatment of Veterans in menial labor requirements.

According to the students Mr. [REDACTED] Ms. [REDACTED] Ms. [REDACTED] and Mr. [REDACTED] veterans were required to stay later than non-veteran students to do extra work, including cleaning dog kennels and putting on protective suits to "catch dogs." According to Ms. [REDACTED] some students sustained injuries as a result of these extra duties. Further, they alleged that instructors suggested students should be willing to do personal favors in exchange for extra training, such as running errands. Mr. [REDACTED] claimed that he was asked to perform tasks such as putting air in an instructor's car tires and that he felt if he refused to do so the instructors would refuse to teach him anything. Ms. [REDACTED] alleged that she was required to pick up Mr. Abshire from his house and drive him around, as well as pick up his daughter when she was ill. Ms. [REDACTED] also stated that she was made to care for a litter of puppies that were born from Mr. Abshire's breeding program, which took her away from her regular training for four months. Mr. [REDACTED] was required to pick up Mr. Abshire's boat from the mechanic and take it to the marina, as well as do odd jobs around Mr. Abshire's house. Mr. [REDACTED] was also required to feed dogs and clean kennels, sometimes until eleven o'clock at night.

The [REDACTED], Mr. [REDACTED] corroborated the students' claims. He alleged this treatment was because non-veteran students were generally police officers, and that the school could not risk offending police students because the "police business" was US K9's "bread and butter" before it had been approved to receive GI Bill funding. The students and Mr. [REDACTED] allege that veterans were regularly required to mow the yard, clean the kennels, and move the dogs to a safe location during hurricanes. Police officers refused to do this work, but US K9's CEO allegedly did not want to lose their business. Requiring veterans to perform menial labor tasks and errands in order to maintain enrollment in a school suggests disparate treatment of veterans, and VA should disapprove the course under 38 USC § 3690. It also, as explained below, is a form of deceptive recruiting (for failing to inform the veterans of these expectations) – which should lead the school to be disapproved for GI Bill under 38 USC § 3696. US K9's president also required veterans to get COVID-19 tests at their own expense according to Mr. [REDACTED]

All of the above may provide grounds for VA to discontinue payment of GI Bill benefits for student veterans attending US K9, under 38 USC § 3690.

B. US K9 Unlimited should not be approved for GI Bill in light of 38 USC §§ 3676 and 3696.

¹³ "Child bitten by dog in Vermilion Parish, VPSO investigation" KATC3, (Jun. 2, 2020)
<https://www.katc.com/news/vermilion-parish/child-bitten-by-dog-in-indian-bayou-vpso-investigating>.

Section 3696(a) of Title 38 of the U.S. Code prohibits VA from approving a school for GI Bill funds if the school “utilizes advertising, sales, or enrollment practices of any type which are erroneous, deceptive, or misleading either by an actual statement, omission, or intimation.” Furthermore, 38 CFR § 21.4252, the VA regulation implementing § 3696, states that “VA will not approve...an enrollment in any course such an educational institution offers.” US K9 allegedly engages in misleading and deceptive advertising and recruiting and should not be approved for GI Bill, per 38 USC § 3696. Likewise, 38 USC § 3676(c)(10) forbids GI Bill approval of a nonaccredited program if it “utilize[s] advertising of any type which is erroneous or misleading, either by actual statement, omission, or intimation.”

Additionally, 38 USC § 3676(c)(2) provides that a program should not be approved for GI Bill unless it “provide[s] training of good quality,” including with adequate instructors. The complaints we have received would indicate these requirements are not being met.

1. US K9 allegedly misled students about the quality of instruction and post-graduation employment potential.

a. The school provides almost no instruction.

US K9 advertises itself as the “world’s best.”¹⁴ Although US K9 has a curriculum outlined in their course catalog,¹⁵ the students, Mr. [REDACTED] Ms. [REDACTED] Mr. [REDACTED] and Ms. [REDACTED] and the [REDACTED], Mr. [REDACTED] all allege that the curriculum is not followed. There was no syllabus provided, according to Ms. [REDACTED] and Mr. [REDACTED]. They allege that in-class instruction occurs only a few hours a week and the remainder of the time is spent following around trainers as they train dogs for US K9 to sell to customers or as the instructors train police officer students.

Ms. [REDACTED] stated: “Students are only doing 18 hours a week to collect a check. But they only get one PowerPoint a week, an assignment (new not approved curriculum). Optional to do the work. No more written tests/quizzes; final exam is open book, I did mine over a weekend. No real paper trail of exams or quizzes. I think the only ones I turned in were a week three review, and my final exam.”¹⁶

Mr. [REDACTED] explained that, when he took the Trainer’s Program, only one formal class was held in the first six weeks of the 12-week course and the second class was postponed four times and ultimately never held. He alleged that when the classes were taught that the material was so basic that it could be found on YouTube.

In addition to misleading students regarding being the “best in the business” instructor academy, this would indicate USK9 fails to meet the standards required in 38 USC § 3676(c)(2), that an institution “provide training of good quality.”

¹⁴ <https://www.usk9.com/why-usk91.html>

¹⁵ See Attachment 1.

¹⁶ Email to Veterans Education Success dated Sept. 2, 2020. Available upon request.

b. Students are the teachers.

The courses were also allegedly taught by unqualified instructors, contrary to the requirements of 38 USC § 3676(c)(2) (“There is in the institution adequate space, equipment, instructional material, and instructor personnel to provide training of good quality”) and (c)(3) (“Educational and experience qualifications of directors, administrators, and instructors are adequate”). Both Ms. [REDACTED] and Ms. [REDACTED] said that one student veteran was hired as a teacher before he completed training and started teaching before he graduated in [REDACTED]. Ms. [REDACTED] alleged that Mr. [REDACTED] was hired to be an instructor before he graduated from the course. Mr. [REDACTED] also stated that before he had graduated from the school Mr. Abshire asked Mr. [REDACTED] to start teaching other student veterans as well as police officers who were going through separate courses. Mr. [REDACTED] did so and received no pay.

Similarly, the [REDACTED], Mr. [REDACTED] received his training in US K9’s Dual Purpose Handler program but was hired to be a “master trainer” for student veterans. Mr. [REDACTED] stated that instructors claim to be “police dog trainers” despite having limited to no substantial police experience. Mr. Abshire wears a “ceremonial police badge” and holds himself out to be a police officer. Mr. [REDACTED] [REDACTED], stated that the Mr. Abshire’s wearing of such a ceremonial badge is unethical to real police officers. Mr. [REDACTED] stated that instructors did not do a good job training students. Students came to him with complaints about instructors being rude to students and “not wanting to instruct them.” Mr. [REDACTED] stated that one instructor was “overworked, underpaid, and acted accordingly.”

If true, US K9 should not be approved for GI Bill, in light of 38 USC § 3676(c)(2) and (c)(3) that requires non-accredited courses to have adequate instructors with appropriate educational and experience qualifications.

c. Material is specifically not taught because US K9 is allegedly more of a business venture than a school, using students as sales agents.

The quality of the education was allegedly purposefully lowered to benefit US K9’s CEO, Mr. Absire. Mr. [REDACTED] stated that Mr. Abshire encouraged graduates to open businesses to sell dogs trained by US K9, in essence becoming sales agents for US K9. Mr. [REDACTED] stated that Mr. Abshire specifically told Mr. [REDACTED] not to teach certain dog handling techniques to “cut back on competitors.”

According to Mr. [REDACTED] the quality was purposefully kept low so that graduates would not open businesses competing with US K9 and so that US K9 could remain the preeminent training provider. Mr. [REDACTED] explained that US K9 historically had provided very detailed, in depth, instruction about how a student could open their own dog training business after graduation, but that Mr. Abshire changed the class to be very basic and cursory after he introduced the idea that students could “franchise” US K9 instead. The “franchise” arrangement consisted of a graduate using the US K9 name when they opened their own training facility, then Mr. Abshire would provide the dogs to be used at the facility in exchange for the graduate paying Mr. Abshire 30% of all income made at the facility. Mr. [REDACTED] believes that because Mr. Abshire was nearing

retirement that he hoped that thwarting graduates from starting their own businesses and forcing them into franchising instead would ensure a stream of income for Mr. Abshire into retirement.

Ms. [REDACTED] stated that US K9 even made students sign agreements that they would not open a competing training academy to US K9. This, however, would defeat the very purpose of anyone attending US K9 because the Master Trainer certification is to allow students to open their own training facility.¹⁷ Mr. [REDACTED] alleged that Mr. Abshire sent a letter to Mr. [REDACTED] after Mr. [REDACTED] left US K9 threatening to sue him for violating the non-compete agreement.

Again, the school is misleading potential students regarding the instruction they are receiving and must be disapproved school under 38 USC § 3696. The school is also failing to provide the quality of instruction required in 38 USC § 3676. They are enticing students to enroll by promising top notch quality instruction while, in reality, students receive very basic instruction purposefully designed to ensure they do not succeed.

**d. Training is insufficient to meet state certification,
potentially in violation of 38 USC § 3676.**

The former student Ms. [REDACTED] alleges that US K9 lied to her about whether their program met Florida Department of Law Enforcement's ("FDLE") canine team certification requirements. She stated Mr. [REDACTED] told her that US K9 training went "above and beyond" Florida state requirements. Ms. [REDACTED] later found out that this was not true. This is corroborated by the former instructor, Mr. [REDACTED] who stated that satisfying FDLE requirements depends on the instruction a student receives and that many US K9 instructors provided students with instruction that would not meet FDLE requirements.

In order to be certified, the FDLE requires canine teams to complete at least 480 hours of training. Ms. [REDACTED] received a certificate for the Dual Purpose Handler course, which is a five week program. A Veterans Education Success attorney called US K9 on August 27, 2020, to ask about each program, and was told that students train for only 32 hours a week in the five-week Dual Purpose Handler course, which comes to a total of 160 hours, far short of the FDLE's 480-hour requirement.¹⁸ Ms. [REDACTED] Dual Purpose Handler course certificates would not qualify her to be a certified canine officer in Florida, despite promises allegedly made by the school.

Under 38 USC § 3676(c)(14), to be eligible for GI Bill funds, a nonaccredited course designed to prepare a student for employment in an occupation that requires certification must meet the minimum standards of such certification. Similarly, 38 USC § 3676(c)(15) requires, to be eligible for GI Bill funds, a nonaccredited course designed to prepare an individual for employment pursuant to standards developed by a board or agency of a State, must meet those standards. The minimum standards for a certified canine team in Florida are not met by the US K9 curriculum, despite promises allegedly made by the enrollment representative. For this reason, US K9 should be disapproved for GI Bill eligibility.

¹⁷ <https://www.usk9.com/veterans.html>

¹⁸ Florida Administrative Code 11B-27.013 "Canine Team Certification" available at <https://www.flrules.org/gateway/ruleNo.asp?id=11B-27.013>.

US K9 also allegedly misled students into believing they could obtain jobs after graduation in law enforcement agencies or training law enforcement dog handlers, and should be disapproved for deceptive and misleading recruiting under 38 USC § 3696. The former instructor, Mr. [REDACTED] explained that many students had criminal records and substance abuse problems that would prevent them from working in the field of law enforcement, but US K9 allowed such students to participate in the programs designed for law enforcement personnel, leading them to believe they could obtain jobs in those fields.

e. Veterans are deceived about the errands and menial labor that is required of them.

US K9 also allegedly did not disclose to student veterans that the school would require them to perform menial labor and errand duties, as explained above. In addition to this forming disparate treatment of veterans, it also raises concerns about deceptive recruiting (improper under 38 USC § 3696) because the veterans were not informed they might have to run errands and perform menial labor.

f. The school is allegedly deceiving homeless people.

Finally, according to Ms. [REDACTED] a US K9 recruiter frequently visits VA homeless shelters to recruit students. Mr. [REDACTED] stated that many student veterans at US K9 claimed to be homeless before starting their training. Mr. [REDACTED] believes that the students were performing labor and maintenance at the school in exchange for housing. He was not certain if they were also using their Post 9/11 GI Bill benefits or not.

All of the above allegations, if true, would amount to erroneous, deceptive, or misleading statements designed to get student veterans to enroll. Under 38 USC § 3696, VA should discontinue GI Bill eligibility for US K9.

2. US K9 allegedly requires new student to enroll in courses out of order to maximize the money it receives from student veterans upfront.

US K9 has four courses that it offers to veterans.¹⁹ According to Mr. [REDACTED] and Mr. [REDACTED] the courses are progressive but the school purposefully requires student veterans, and only student veterans, to take the courses in reverse order. The courses are Single Purpose Handler's Program, Dual Purpose Handler's Program, Professional Trainer's Program, and Master Trainer Program, according to the school's materials.²⁰ Both Mr. [REDACTED] and Mr. [REDACTED] explained that the courses should be taken in that order, meaning that students should start with the Single Purpose Handler's Program and progress through the final course of Master Trainer Program.

According to Mr. [REDACTED] and Mr. [REDACTED] US K9 requires student veterans to enroll in the Master Trainer Program first because it is the most expensive. Both allege that the school does this purposefully so that it can obtain the \$16,500 tuition upfront and maximize the GI Bill

¹⁹ See attached “US K9 Unlimited, Inc. Dog Training Academy VA Benefits Verification Form” obtained from <https://www.usk9.com/veterans.html>.

²⁰ *Id.*

funding that it receives from its students. For example, if a student veteran starts with the school, but decides to withdraw within the first few weeks, the school will have received that \$16,500 instead of the lower tuition of a Single Purpose Handler's Program (\$2,900). Mr. [REDACTED] described that this happened to him and this is corroborated by the purchase agreement provided by US K9 showing Mr. [REDACTED] was taking the courses in reverse order.²¹ Ms. [REDACTED] also alleged this happened to her, as did Mr. [REDACTED]

If these allegations are proven, US K9 is misleading student veterans into taking courses in an order that would only benefit the school financially and is academically disadvantageous to the student veteran. This would constitute another example of a misleading enrollment practice, requiring VA to withdraw approval of the program per 38 USC § 3696.

Moreover, VA should withdraw approval under 38 USC § 3690, which prohibits the overcharging of veterans.

C. US K9's CEO allegedly threatened retaliation to prevent a student from submitting a VA complaint.

The student, Mr. [REDACTED] says that Mr. Abshire, US K9's CEO, allegedly threatened to retaliate against Mr. [REDACTED] if he submitted complaints to VA. Shortly after receiving an email response from Ms. [REDACTED] explaining his purported unpaid tuition and fees, Mr. [REDACTED] contacted Veterans Education Success to inform us that the CEO, Roger Abshire, told him that “[Mr. [REDACTED] could be potentially kicked out of the school because [he’s] filing a complaint.” Mr. Abshire told Mr. [REDACTED] that he called VA and claimed VA gave the authorization to disenroll Mr. [REDACTED] if he was “making complaints and talking to other students...and [the school could] make [him] pay back everything to the VA.”²² According to Mr. [REDACTED] Mr. Abshire also threatened other students in the same manner.

This was apparently an attempt to discourage Mr. [REDACTED] from complaining to VA. Student veterans are encouraged to submit complaints and other feedback to VA about their schools through VA’s student feedback portal. VA’s student complaint portal and handling of complaints was required by Executive Order 13607, establishing VA’s Principles of Excellence, and by Public Law 112-249 enacted January 10, 2013, which requires VA to provide specific postsecondary education information as part of its effort to deliver “effective and efficient methods to provide Veterans and members of the Armed Forces with information regarding postsecondary education and training opportunities.”

In addition, subsection (b) of 38 CFR § 21.9725 states that if “the institution of higher learning's action is wrongfully retaliatory in nature” in its discontinuance of a student’s program of education, VA will not pay educational benefits to that school. Mr. Abshire is allegedly threatening to disenroll Mr. [REDACTED] if he reports violations of the law to VA. As such, his conduct is wrongfully retaliatory and would be grounds for VA to discontinue Post-9/11 GI Bill funds to the school.

²¹ See Attachment 2, the dog “Purchase Agreement” reflects dates of courses “Master Trainer Jan. 6, 2020, Trainer Jun. 22, 2020, Dual Sept. 14, 2020, and Single Oct. 18, 2020.”

²² See Attachment 3, email from [REDACTED] [REDACTED]

Furthermore, Mr. [REDACTED] allegation that Mr. Abshire claimed VA gave him permission to disenroll students who complain to VA, suggests that Mr. Abshire has been dishonest with students like Mr. [REDACTED] and is further grounds for VA to discontinue Post-9/11 GI Bill funds to the school under 38 CFR § 21.9725(b).

D. US K9 may be violating the 85/15 rule in 38 USC § 3680A.

US K9's enrollment practices may violate the 85-15 rule contained in 38 USC § 3680A. The 85-15 rule prohibits schools from having more than 85% of students receiving "all or part of their tuition, fees, or other charges paid for them by the educational institution or by the Department of Veterans Affairs." Mr. [REDACTED] alleged that more than 85% of US K9's students are veterans, with only one being a non-veteran. Ms. [REDACTED] explained that all of the students in her class were veterans using their GI Bill. Mr. [REDACTED] alleged that although he started the school in [REDACTED], that records were altered to show that he had started in [REDACTED] to avoid a violation of the 85-15 rule.

As mentioned above, the [REDACTED], Mr. [REDACTED] stated that US K9 would entice civilian police officers to enroll with "free master training certificates," allegedly to meet 85-15 rule requirements. If these allegations are accurate, then US K9 is violating the 85-15 rule.

E. US K9 may be violating VA's tuition refund law and policy.

US K9 refuses to provide refunds to students who withdraw from their courses and has allegedly failed to provide refunds to VA. The student enrollment contract for veterans specifically states that students must agree that US K9 is not responsible for paying back unused portions of their GI Bill.²³ This violates 38 USC § 3676(c)(13)(A), which requires that a refund "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."

The former student, Mr. [REDACTED] claims that one student withdrew early, which prompted VA to send US K9 a letter stating that his tuition needed to be refunded, according to Mr. [REDACTED]. VA repeatedly informed US K9's president that the student needed to be refunded, but the president kept "putting it aside," according to Mr. [REDACTED]. Mr. [REDACTED] also stated that a student withdrew after the first day of training and was never given a refund. According to Mr. [REDACTED] VA sent multiple letters to US K9 stating that it was required to refund the student's tuition, but it has been over a year since the student withdrew and he has still not received a refund. Mr. [REDACTED] also alleged that US K9 has "ghost students," which he described as students who are on the school's rosters but never attended class at US K9. He stated that US K9 has received GI Bill funding for these students but has not provided the students or VA with refunds. Mr. [REDACTED] also alleged that he withdrew halfway through the Professional Trainer's Program because he got a job offer. As a result, he now owes a debt to VA of approximately \$5,000.

If these allegations are true, US K9 is likely violating VA policy. VA's School Certifying Official Handbook states that schools are required to refund money to VA if "the student never

²³ *Id.* at 12 "Course Contract."

attended any classes for which he or she was certified” and when “a student completely withdraws on or before the first day of the term.”²⁴ US K9’s refusal to provide students with refunds and alleged practice of ignoring VA’s letters violates VA policy.

III. Conclusion

VA and the Louisiana State Approving Agency should immediately suspend GI Bill payments to US K9 and conduct a targeted risk-based review of the school. According to the allegations listed above, US K9 is deceiving students, threatening to retaliate against students who complain to VA, defrauding veterans of their hard-earned benefits, treating veterans disparately and subjecting them to menial labor, aggressively recruiting vulnerable students, violating laws related to the minimum quality of education, and violating the 85-15 rule. In addition, US K9 is defrauding taxpayers and VA by improperly billing VA a higher tuition for veterans than nonveterans enjoy and by not returning GI Bill funds for students who withdraw. These are serious problems that warrant immediate attention from VA and the Louisiana State Approving Agency.

Should you have any questions, please contact Aniela Szymanski at [REDACTED] or aniela@vetsedsuccess.org.

Sincerely,



Aniela K. Szymanski
Senior Director of Legal Affairs
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Jennifer Esparza
Law Fellow

cc: Senator Bill Cassidy (R-LA)
U.S. House of Representatives, Veterans Affairs Committee
U.S. Senate, Veterans Affairs Committee
U.S. Department of Veterans Affairs, Executive Director of Education Services
National Association of State Approving Agencies

²⁴ US Dep’t of Veterans Affairs, School Certifying Official Handbook (On-line) (2020), https://www.knowva.ebenefits.va.gov/system/templates/selfservice/va_ssnew/help/customer/locale/en-US/portal/554400000001018/content/554400000149088/School-Certifying-Official-Handbook-On-line.