



AGREEMENT BETWEEN

WASHINGTON STATE DEPARTMENT OF VETERANS AFFAIRS

AND

WASHINGTON STATE UNIVERSITY

I. PURPOSE

The purpose of this Agreement (the "Agreement") is to define the working relationship between the Washington State Department of Veterans Affairs ("WDVA"), through its Veterans Corps Program and Washington State University ("Site"). This Agreement will clarify the collaborative roles and responsibilities of the two parties with respect to veterans' affairs on the site.

II. AUTHORITY OR LEGAL STATUS

This Agreement is entered into in accordance with the State's Partners for Veteran Supported Campuses Memorandum of Understanding signed September 10, 2014 by the Office of the Governor, Washington National Guard, Washington State Department of Veterans Affairs, Student Achievement Council, State Board for Community and Technical Colleges, and Workforce Training and Education Coordinating Board.

III. ROLES AND RESPONSIBILITIES

The WDVA and its representative Vet Corps members shall aid and assist the Site faculty and staff in increasing awareness of veteran's programs on and off campus by providing the following services:

- Act as the liaison for new veteran students to help facilitate their transition to the Site/College/University, including participating in new student orientations and welcome sessions as needed/applicable.
- Encourage the success of veteran students through the development of workshops on relevant topics for veteran students, work with veterans who are on academic warning or academic probation, work with and encourage veterans who are close to completing a degree, and (if education and experience allow) provide academic advising to veterans.
- Educate campus community about working with veterans.
- Understand and comply with Family Educational Rights and Privacy Act (FERPA).
- Communicate with student veterans about important information and updates with assistance from the Site where needed.

- Support veterans completing materials needed by certifying official at the Site.
- Other duties as assigned.

The Vet Corps member is an augment of already established services and is not there to replace a full time staff member.

Vet Corps member will be engaged in an advisory committee that provides recommendations on serving student veterans and will be collaborating with services off campus to handle student veteran needs and emergencies.

The Vet Corps member at the Site is to be complimentary to other services and in no way is intended to supplant or compete with the Site service providers.

The Vet Corps member's role and service shall not be construed as having an employment or contractor relationship with the Site and will not entitle the Vet Corps member to any compensation or benefits from the Site.

WDVA and the Vet Corps member shall adhere to the terms and conditions in the: (a) Vet Corps Member Contract, attached as Attachment A for reference, and (b) the Serve Washington (formerly known as Commission for National and Community Service) guidelines, is attached hereto for reference.

The Site shall provide, if available, workspace to include access to email and phone on a part-time basis.

The Site shall through best efforts provide a safe and welcoming working environment to foster optimal collaboration.

IV. PERIOD OF PERFORMANCE

The term of this Agreement shall be from September 1, 2023, or date of execution whichever is later, through August 31, 2024. Upon the expiration of the initial term, this Agreement may be renewed for two (2) additional one (1) year periods, only upon successful selection to receive a Vet Corps member for the next academic school year. Once accepted, either party may give written notice of non-renewal to the other party not less than ninety (90) days prior to the expiration of the initial term or any renewal term then in effect.

V. FEES

The WDVA Vet Corps requires a site participation fee for each Vet Corps member assigned to the Site. The Site shall pay site participation fee required per the below table based on the number of Vet Corps representatives assigned.

Participation Fee Guidelines

	Vet Corps Representative			
Number of Vet Corps Members	1	2	3	4

Participation Fee	\$3,000	\$6,000	\$9,000	\$12,000
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During the initial period of performance of September 1, 2023 through August 31 2024 Site is slated to receive one (1) Vet Corps representative.

VI. CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all Communications regarding the performance of this contract.

Site: Washington State University	WDVA Contract Manager Information
Name: Penny Martinez	Melissa Rhault
Title: Manager, Veterans and Military Affiliated Student Services	Department of Veterans Affairs
Address: PO Box 641035	P.O. Box 41150
City/State/Zip: Pullman, WA 99164	Olympia, WA 98504-1150
Phone: (509) 335-1234	<i>Phone:</i> (360) 515-6983
Email: penny.martinez@wsu.edu	<i>Email address:</i> MelissaR@dva.wa.gov

VII. GENERAL TERMS AND CONDITIONS

- **Prohibited Activities:** Site shall ensure Vet Corps members do not engage in Prohibited activities.

AmeriCorps members assigned to your Site may not engage in prohibited activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the prohibited activities listed below.

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation for National and Community Service (CNCS), Site/College/University and AmeriCorps members may not engage in the following activities (see 45 CFR § 2520.65):

Prohibited Activities.

1. Attempting to influence legislation;

2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - e. An organization engaged in the religious activities described in paragraph C. 7. above, unless CNCS assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as CNCS may prohibit.

However, as private citizens, individuals and AmeriCorps members may exercise their rights and may participate in the activities listed above on their own initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while engaged in any of the activities on their personal time.

WDVA will develop a standard poster and provide hard and electronic copies to the Site/College/University.

- **Termination:** This Agreement can be canceled at any time by either party, upon thirty (30) days written notice.
- **Relationship of the Parties:** The parties are independent entities. This Agreement does not create any employment, joint venture, partnership, or agency relationship between the parties or their employees, subcontractors, volunteers or agents. Site/College/University shall not be responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law for any WDVA employee, or independent contractor performing this agreement.
- **Responsibility:** Each party to this Agreement shall be responsible for its own acts or omissions and for those of its directors or trustees, officers, employees, agents, and volunteers. Neither party shall be responsible to the other party for the acts or omissions of persons or entities not a party to this Agreement.
- **Insurance:** During the term of this Agreement, WDVA shall maintain general liability insurance coverage in limits of at least one million dollars (\$1,000,000) per occurrence with the State of Washington Self Insurance Program. WDVA will provide the Site with a certificate of insurance as proof of the required coverage. The parties acknowledge that AmeriCorps maintains liability insurance coverage on Vet Corps members.
- **Controlling Law:** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Washington. The State courts of Washington and the United States District Court for the Western District of Washington will have exclusive jurisdiction of the parties with respect to any dispute or controversy between them arising under or in connection with this Agreement.
- **Entire Agreement:** This Agreement, including any attachments, contains the entire agreement of the parties with respect to this matter. No representations have been made or relied upon by either party, other than those expressly provided for in this Agreement. This Agreement can only be amended or modified in writing by authorized agents of the parties.
- **Authority:** The undersigned represent and warrant to each other that they possess all right, interest and authority necessary to be bound by the terms and conditions of this Agreement.
- **Unlawful Discrimination Clause:** Under this Agreement, the contractor **shall not** discriminate against Vet Corps members on the basis of religion, age, sex, status as a breastfeeding mother, pregnancy, marital status, race, color, creed, national

origin, political affiliation, military status, status as an honorably discharged veteran, a disabled veteran or Vietnam era veteran, sexual orientation, gender identity, gender expression, any real or perceived sensory, mental or physical disability, use of a trained guide or service animal by a person with a disability, genetic information, status as a victim of domestic violence, sexual assault, or stalking.

VIII.SIGNATURES

WASHINGTON STATE UNIVERSITY

DocuSigned by:
Heather Davison
71FA23C0525F45A...
Signature

Heather Davison
Printed Name

Contract Mgr. 12/8/2023 | 01:55:21 JST
Title Date

WASHINGTON STATE DEPARTMENT OF VETERANS AFFAIRS

DocuSigned by:
Terry Westhoff
3B...448...
Signature

Terry Westhoff
Printed Name

CFO 9/1/2023 | 10:40:59 PDT
Title Date

ATTACHMENT A

MEMBER SERVICE AGREEMENT



09_Member_Agreement_2023-2024.pdf