



AGREEMENT BETWEEN

**WASHINGTON STATE
DEPARTMENT OF
VETERANS AFFAIRS**

AND

SEATTLE CENTRAL COLLEGE

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 Conservation Corps Program and Seattle Central College ("Site/College). This Agreement will clarify the collaborative roles and responsibilities of the two parties with respect to veterans' affairs on the College's campus.

II. AUTHORITY OR LEGAL STATUS

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 College, 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 College where needed.
- Support veterans completing materials needed by certifying official at the College.
- 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 College 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 relationship with the Site.

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

The College shall provide, if available, work space to include access to email and phone on a part-time basis.

The College shall 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, 2018 through June 30, 2019.

V. FEES

The College shall pay a \$3,000 site participation fee required by the WDVA Vet Corps for Vet Corps Representatives.

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: Seattle Central College	WDVA Contract Manager Information
Kerry Holifield Counseling Faculty 1701 Broadway Seattle, WA 98122 Phone: (206) 934-4007	Jason Alves Department of Veterans Affairs P.O. Box 41150 Olympia, WA 98504-1150 Phone: (360) 725-2224 Fax: (360) 586-1093

Email: Kerry.holifield@seattlecolleges.edu

Email address: JasonA@dva.wa.gov

VII. GENERAL TERMS AND CONDITIONS

- **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. Yakima County 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.

VIII. SIGNATURES

SEATTLE CENTRAL COLLEGE

Kerry Holifield, Jr.

Signature
Kerry Holifield, Jr.

Printed Name **03.18.19**
Veteran Specialist

Title **Date**

**WASHINGTON STATE DEPARTMENT OF
VETERANS AFFAIRS**

[Handwritten Signature]

Signature
Michael Kashmar

Printed Name
Chief Financial Officer

Title **3/19/2019**
Date

ATTACHMENT A

Vet Corps Member Contract



State Vet Corps
Member Contract File

Attachment B

SERVE WASHINGTON 2018-19 SPECIAL TERMS AND CONDITIONS

I. PURPOSE

Serve Washington developed these Special Terms and Conditions to provide guidance on specific items that are relevant to its subgrantees and/or not otherwise covered in the Corporation for National and Community Service (CNCS) federal statutes, applicable regulations, General Grant Terms and Conditions, Terms and Conditions for AmeriCorps State and National Grants, FAQs and other guidelines.

II. SIGNIFICANT CHANGES FROM 2017-18 SPECIAL TERMS AND CONDITIONS

- Eligibility form (now done as part of pre-enrollment in eGrants and as an added statement of certification on the Serve Washington monthly A-19 state invoice voucher).
- 2. Section III.B. Updated new pre-enrollment policy and changed enrollment policy from 30 days to 5 days.
- 3. Section III.E. Changed NSCHC E-Course location from Knowledge Network to CNCS Learning Management System (Litmos).
- 4. Section III.H.5. and III.I.2. Changed monthly status report requirement to 45-day and 90-day status report requirement.
- 5. Section III.H.6. and III.I.3-4. Updated due dates for reporting requirements.
- 6. Section III.J. Added section on Unexpended Funds report.
- 7. Section III.K. Updated quick reference table.

III. REPORTING EXPECTATIONS & REQUIREMENTS

The subgrantee is required to comply with all reporting requirements as outlined below as well as any modifications to the reporting requirements and/or deadlines requested by Serve Washington. In the event the subgrantee is not able to meet the stated deadline in a timely manner for reasons legitimately beyond the control of the subgrantee, an extension will be considered only if Serve Washington receives a written request explaining the need for an extension prior to the deadline. Subgrantees should not assume approval has been authorized by Serve Washington until it receives written confirmation.

A. Staff Changes - Program and Fiscal

Subgrantees must ensure that Serve Washington is informed in writing of changes regarding key staff positions including the legal applicant's executive leadership, authorized representative designated for contract signature, the AmeriCorps program staff and fiscal staff assigned to the AmeriCorps program.

B. My AmeriCorps Portal

Member management functions including service opportunities, enrollments, exits, suspensions, reinstatements, transfers, slot conversions, etc., are to be conducted in the My AmeriCorps Portal in eGrants. Subgrantees are required to input all active operating sites and service locations where AmeriCorps members will be serving in the My AmeriCorps Portal. In addition, operating sites no longer hosting AmeriCorps members should be inactivated. Pre-Enrollment must be completed prior to a member's first day of service (start date), enrollment must be completed within 5 calendar days of a member's first day of service (start date) and exit must be completed within 30 calendar days of a member's last day of service (end date); this includes members completing their portion in their My AmeriCorps account and staff completing their portion in eGrants.

C. Member Placement Form

Each service year, Serve Washington will request subgrantees submit a member placement form. The form includes all active service locations similar to the active operating sites in the My AmeriCorps Portal. The form will aid in identifying the congressional and legislative district placements for AmeriCorps members serving in Washington state.

D. Member Service Agreement

Subgrantees must submit a copy of the program's proposed member service agreement to their program officer for review and approval at least 10 working days prior to the first day of service. Subgrantees must ensure their member service agreement contains the elements outlined in the current Terms and Conditions for AmeriCorps State and National Grants. Upon submission, please indicate whether or not changes have been made from the prior year.

E. National Service Criminal History Check (NSCHC) Policy and Procedure

Serve Washington requires all programs to have a policy/procedure on Criminal History Checks, including the roles and responsibilities of staff conducting and documenting NSCHCs. Subgrantees' policy and procedure must comply with 45 CFR 2522 and 2540.

Program staff identified as having a role or responsibility in conducting and documenting NSCHCs must complete the CNCS Criminal History Check E-Course via the CNCS Learning Management System (Litmos). The annual requirement is the responsibility of the program. Completion of this annual requirement is verified during site monitoring.

Any time a program makes changes to their policy/procedure on NSCHCs it should also be submitted to your Program Officer for final approval.

F. Certification of Time and Attendance

In order for a member to receive a post-service education award from the National Service Trust, the subgrantee is required to have a time and attendance recordkeeping system in place to certify to the National Service Trust that the member is eligible to receive in-service and post-service benefits including the Segal Education Award. The subgrantee (and any individual or entity acting on behalf of the subgrantee) is responsible for the accuracy of the information certified on the end-of-term certification. The subgrantee is required to ensure that time and attendance records are signed and dated both by the member and by an individual with oversight responsibilities.

G. Compliance with 2 CFR, Part 200, Subpart F (previously known as OMB Circular A-133)

Subgrantees must comply with Uniform Guidance for those expending federal grant awards amounting to \$750,000 or more.

H. Reporting for Fixed Amount Subgrantees

- 1. Uniform Guidance:** Guidance for all AmeriCorps State and National grants apply to fixed amount grants. They stipulate the standards for financial management systems and procurement services you must establish and your responsibilities before, during and after the grant period. These requirements follow generally accepted accounting principles and your accounting system should comply without additional burden.
- 2. Exemptions from Cost Principles:** Fixed amount grants are exempt from the cost principles in 2 CFR, Part 200, Subpart E. However, fixed amount grants must comply with the remaining provisions of 2 CFR Part 200, including Subpart F relating to audit requirements.
- 3. Accessing Grant Funds under Fixed Amount Grants:** For full-cost fixed amount grants, you must ensure that you do not request more funds from Serve Washington than you are entitled to draw based on members enrolled. You may request funds on a monthly basis throughout the year. Reconciliation will occur in the final month to ensure the subgrantee does not draw funds in excess of member hours served. The schedule to request funds from Serve Washington is based on a

monthly review of the member roster and reimbursement is invoiced based on 1/12th of the fixed amount per member enrolled.

An invoice package is due on or before the 10th of the month for the previous month's reporting period and must include: 1) a Washington state A-19 Invoice Voucher; 2) a current Member Roster from My AmeriCorps Portal; and 3) a Certification of Staff and Member Eligibility Form (for any month in which new staff are hired or new member enrollments occur). Submit the entire invoice package by email to your Program Officer and OFM Fiscal Grants Officer. Any documents requiring signature shall be a scanned original.

4. **Budget Modifications:** Fixed amount grants are not subject to the Terms and Conditions for AmeriCorps State and National Grants related to "Budgetary Changes."
5. **Status Report:** Subgrantees shall complete a status report via the status report template provided by Serve Washington. Submit the report by email to your Program Officer. Due dates to Serve Washington are as follows:
 - 45 calendar days after the start of the grant (for example, programs starting August 1, would submit September 14); and
 - 90 calendar days after the start of the grant (for example, programs starting August 1, would submit October 30)
6. **Semi-Annual Progress Reports:** Subgrantees shall complete progress reports via the progress report template provided by Serve Washington. Submit the report by email to your Program Officer. Due dates to Serve Washington are as follows:
 - April 10, 2019 for the period starting on the first day of the grant through March 31, 2019; and
 - October 10, 2019 for the period starting on the first day of the grant through September 30, 2019 or the end date of the grant, whichever is earlier.

NOTE: The report due dates stated in the current Terms and Conditions for AmeriCorps State and National Grants are set by the Corporation and apply to State Commissions not its subgrantees.

I. Reporting for AmeriCorps State "Reimbursement" Subgrantees

1. **Reimbursement Requests:** Subgrantees are required to submit requests for reimbursement on a monthly basis unless an alternative frequency has been approved by Serve Washington.

An invoice package is due on or before the 10th of the month for the previous month's reporting period and must include: 1) a Washington state A-19 Invoice Voucher; 2) a Periodic Expense Report; 3) a Program Income Report; and 4) a current Member Roster from the My AmeriCorps Portal. Submit the entire invoice package by email to your Program Officer and Fiscal Grants Officer. Any documents requiring signature shall be a scanned original.

2. **Status Report:** Status Reports: Subgrantees shall complete a status report via the status report template provided by Serve Washington. Submit the report by email to your Program Officer. Due dates to Serve Washington are as follows.
 - 45 calendar days after the start of the grant (for example, programs starting August 1, would submit September 14); and
 - 90 calendar days after the start of the grant (for example, programs starting August 1, would submit October 30)

3. **Semi-Annual Progress Reports:** Subgrantees shall complete progress reports via the progress report template provided by Serve Washington. Submit the report by email to your Program Officer. Due dates to Serve Washington are as follows:

- April 10, 2019 for the period starting on the first day of the grant through March 31, 2019; and
- October 10, 2019 for the period starting on the first day of the grant through September 30, 2019 or the end date of the grant, whichever is earlier.

NOTE: The report due dates stated in the current Terms and Conditions for AmeriCorps State and National Grants are set by the Corporation and apply to State Commissions not its subgrantees.

4. **Federal Financial Reports:** Subgrantees shall complete a Federal Financial Report (FFR) and Other Federal Funds Report (OFFR) using the reporting tool provided by Serve Washington. Submit the FFR and OFFR by email to your Program Officer and Fiscal Grants Officer. Serve Washington must receive a scanned signed copy on or before the dates noted below:

- April 10, 2019 for the period starting on the first day of the grant through March 31, 2019; and
- October 10, 2019 for the period starting on the first day of the grant through September 30, 2019 or the end date of the grant, whichever is earlier.

NOTE: The report due dates stated in the current Terms and Conditions for AmeriCorps State and National Grants are set by the Corporation and apply to State Commissions not its subgrantees.

J. Unexpected Funds Report

Subgrantees shall complete an Unexpended Funds Report when requested by Serve Washington. This report occurs on an annual basis, usually during the month of April, for subgrantees who are funded out of a prime level grant in continuation. Serve Washington will notify subgrantees as applicable.

K. Quick Reference Table

	Fixed Grants	Reimbursement Grants
Monthly:		
A-19 Invoice	X	X
Periodic Expense Report (PER)		X
Program Income Report		X
Member Roster	X	X
Semi-Annually or Other:		
Federal Financial Report (FFR)		X
Other Federal Funds		X
Unexpended Funds Report	when asked	when asked
Status Reports	X	X
Semi-Annual Progress Reports	X	X

IV. RECORDS RETENTION

Subgrantees are required to retain and maintain copies of all documentation associated with the grant in accordance to Washington state Law RCW 40.14.060, which requires official public records or office files and memoranda to be retained for a period of six years following the formal closeout of the prime Serve

Washington grant. Because state law is more restrictive than the federal law, subgrantees of Serve Washington must retain records for the longer period of time.

Serve Washington will provide a formal notice to each affected subgrantee when the closeout of a prime grant occurs. This notice will include which subgrant agreements are included and the applicable retention period dates.

V. CONTRACT AMENDMENTS & BUDGET MODIFICATIONS

The subgrantee must first obtain written approval from Serve Washington prior to making the following changes: a) changes in the scope, slot conversion, or performance measures of the program, whether or not they involve budgetary changes; and b) entering into additional subgrants or contracts for AmeriCorps activities funded by the grant, but not identified or included in the approved application and grant budget.

For reimbursement grants only, subgrantees may transfer funds among approved line items when the cumulative amount of such transfers does not exceed 10% of the total budget. Line items may reflect under-spending or over-spending as long as the budget total remains positive. Significant over-spending in any one line item requires notification to and approval from your Program Officer and Fiscal Grants Officer via email. Formal budget modifications are only required when the cumulative amount of such transfers exceeds 10% of the total budget or if a subgrantee reallocates dollars to a line item that has zero approved dollars. Such occurrences are rare and should be discussed with your Program Officer.

VI. SITE MONITORING

Serve Washington utilizes a risk-based process for subgrantee monitoring with variables including: new subgrantee; new legal applicant; new staff; size of grant; past monitoring findings or compliance issues; audit findings; financial compliance or length of time passed since the last monitoring visit. The monitoring visit may consist of an on-site visit, desk review or other methods deemed suitable based upon the Commission's programmatic and financial risk assessment of the subgrantee.

A. Attention to Prohibited Activities

Serve Washington staff will review member service agreements and host site agreements to ensure that all prohibited activities are stated. Position descriptions will also be reviewed to guarantee that no prohibited or inappropriate activities are permitted. AmeriCorps members' service activities must correlate to what is stated in the approved application. It is important that the position descriptions be reviewed and updated to accurately reflect the assigned duties (i.e., if a new or alternative service site should be reflected). Any changes to position descriptions and performance outcomes that differ from what was previously approved in the grant application – even temporarily – must be discussed in advance with Serve Washington staff.

B. Subgrantee Oversight and Monitoring Responsibilities

Each subgrantee must have and implement a plan for oversight and monitoring to ensure that its subgrantees and/or service locations have agreed to comply and are complying with the current Terms and Conditions for AmeriCorps State and National Grants and other relevant grant requirements.

VII. PARTICIPATION IN SERVE WASHINGTON-SPONSORED EVENTS

The subgrantee must ensure that the AmeriCorps Program Director, key staff and AmeriCorps members attend Serve Washington-sponsored meetings, events and training as described below.

A. Program Directors and Key Staff

AmeriCorps Program Directors and key staff are required to attend mandatory meetings such as the Regional National Service Training Conference, Subgrantee Training and Technical Assistance meetings, and Subgrantee quarterly conference calls. In the event that the Program Director is unable to attend a mandatory meeting, the subgrantee must notify Serve Washington prior to the event and name an alternate designee (alternate designees should be rare and not common place). AmeriCorps members may not represent subgrantees at these meetings. Program Directors and staff are also strongly encouraged to

attend State Commission-sponsored professional development opportunities such as the Leadership Forum for National Service Executives.

B. AmeriCorps Members

As part of their service commitment, AmeriCorps members should participate in statewide activities including but not limited to the 9/11 Day of Service and Remembrance, the AmeriCorps Swearing-In Ceremony, Martin Luther King, Jr. Day of Service, and AmeriCorps Week. AmeriCorps Program Directors and staff are expected to promote and support member attendance at these events.

VIII. AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE NETWORK

AmeriCorps partners and members play an important role in helping to increase public awareness of AmeriCorps by helping to promote the AmeriCorps brand name, logo, slogans and phrases. To establish the relationship between AmeriCorps and the program, the subgrantee must ensure that all organizations affiliated with the AmeriCorps program (e.g. host sites) as well as its AmeriCorps members are identified as part of the AmeriCorps national service network. Strengthened language and requirements are identified in the current Terms and Conditions for AmeriCorps State and National Grants. Suggestions for fulfilling this requirement are noted below:

A. Use of the AmeriCorps Name and Logo

AmeriCorps is a registered service mark of the Corporation for National and Community Service. Subgrantees must use the AmeriCorps name and logo on service gear and public materials such as stationery, application forms, recruitment brochures, orientation materials, member curriculum, signs, banners, press releases and publications in accordance with CNCS and Serve Washington requirements. Serve Washington provides camera-ready logos for use by AmeriCorps programs in Washington state on our website under Subgrantee Resources.

B. Service Gear

AmeriCorps members must be identified as part of the AmeriCorps national service network during all service activities and projects. Members should wear appropriate service gear, including but not limited to apparel, lapel pins, badges, etc., suitable to the day's tasks and according to guidelines provided by the Program Director.

C. Host Site

To further promote AmeriCorps in communities across the state, each subgrantee must ensure that the legal applicant and all of its member host sites have signage designating them as an AmeriCorps host site sponsor. Also, it is recommended that programs have AmeriCorps banners or sandwich boards to increase visibility for special service projects or program-sponsored events.

Various options are available from the national service catalogs. The most commonly used vendors are <http://gooddeed.org/> and <http://www.nationalservicegear.org/>. Local print shops and graphic designers have also been widely used in recent years; if using a local vendor, Serve Washington strongly encourages programs to use the AmeriCorps Washington logo in place of the generic AmeriCorps logo found in the national service catalogs.

D. Website

Per the current Terms and Conditions for AmeriCorps State and National Grants, the website of all subgrantee organizations must clearly state that they are an AmeriCorps program and display the AmeriCorps logo with prominence.

To help increase the visibility of AmeriCorps programs in Washington state on the internet and various search engines, Serve Washington requires each subgrantee to build a link from the AmeriCorps page of the organization's website to the following website:

Serve Washington <http://servewashington.wa.gov/>

E. Photographs

Each subgrantee is expected to take several high quality digital pictures of AmeriCorps members "in action" wearing their AmeriCorps gear. These photos should reflect the diversity of service in Washington as well as of our members. Programs are expected to send any quality photos along with stories or captions that describe the activity to Serve Washington to share and highlight member achievements on a regular basis through social media and with the CNCS, or in publications. Some of the opportunities for programs to share their photos with Serve Washington can be with status reports, progress reports, or when members or programs are featured in local news.

1. Member Informed Consent

During the enrollment of members, programs need to obtain member informed consents to ensure they are aware of this expectation. Members will agree to use of their photo, video and/or voice recording by signing their member service agreement, or in some cases, programs may elect to have members sign a separate consent form.

2. Client Informed Consent

Some of the best action photos of members are those in which members are performing service with their clients or students. Programs are advised to receive consent from individuals who appear in photos, videos and/or voice recordings. Programs should keep the completed forms on file when taking and sending photos to Serve Washington.