

EACH ONE TEACH 1 INC.

NO-FEE VETERAN SUPPORT & VOLUNTARY DONATION AGREEMENT

Compliance-first agreement for educational, organizational, referral, and administrative support

IMPORTANT

This document does not authorize EOT1 or an unaccredited individual to represent a claimant before the U.S. Department of Veterans Affairs. It does not require a donation, create a percentage-of-backpay obligation, or promise any result.

Prepared: September 18, 2026
Virginia operations | Federal veteran-benefits compliance

DRAFT FOR REVIEW

Have Virginia nonprofit counsel and a VA-accredited attorney review this document before adoption or use. Laws, accreditation status, services, and organizational facts may change.

Executive Legal Guidance

Short answer

EOT1 may accept genuine charitable gifts and may charge lawful program fees for some nonregulated services. But a payment required in return for services is compensation, even if the agreement calls it a donation. For assistance involving a VA benefits claim, EOT1 should not condition help on a payment, request 20% of backpay, or use a flat fee unless the person providing representation is legally permitted to charge under the VA accreditation and fee rules.

Why the proposed 20% arrangement is unsafe

Federal law restricts fees for preparing, presenting, and prosecuting VA benefit claims. A fee generally may not be charged for services provided before VA issues notice of the agency of original jurisdiction's initial decision. After that decision, a VA-accredited attorney or claims agent may charge under a written fee agreement that must be filed as required. A fee of no more than 20% of past-due benefits is presumed reasonable; direct payment from past-due benefits has additional requirements. The 20% rule is not a general permission for a nonprofit or unaccredited helper to take 20%.

Donation and tax treatment

A required payment for services is not transformed into a charitable gift by its label. If a donor receives services in exchange, the IRS treats the transaction as a quid pro quo contribution; only the amount above the fair market value of the benefit may be deductible, and payments over \$75 trigger written disclosure duties. This draft avoids that structure by making any gift optional, separate, and unrelated to service access, quality, timing, or outcome.

Recommended EOT1 policy

DO	DO NOT
Provide no-fee education, checklists, record organization, appointment preparation, and referrals within lawful limits.	Require, invoice, collect, or contract for 20% of a veteran's backpay.
Keep donations entirely optional and process them separately from client services.	Describe a required flat fee or success payment as a donation.
Refer representation and legal strategy to a verified VA-accredited representative.	Promise ratings, approval, processing speed, backpay, or a particular result.
Use board-approved controls, receipts, conflict rules, privacy procedures, and restricted access to records.	Market financial, credit, homeownership, or paid consulting services as part of VA accreditation or claim success.

This form is the recommended replacement for the proposed backpay/donation agreement.

No-Fee Veteran Support Agreement

Participant name:

Address:

Phone/email:

Program start date: EOT1 staff/volunteer:

1. Parties and purpose.

This agreement is between Each One Teach 1 Inc. ("EOT1") and the participant named above. EOT1 will provide eligible educational and support services consistent with its charitable mission. The purpose is to help the participant understand processes, organize information, prepare for appointments, and connect with qualified resources.

2. No fee or required donation.

The participant owes EOT1 no fee for the services covered by this agreement. Service is not conditioned on a donation, membership, referral, purchase, percentage of benefits, or agreement to use EOT1, KAP LLC, or any related provider for another service. The participant will not owe EOT1 any portion of VA benefits, retroactive benefits, backpay, settlement, award, or other recovery.

3. Scope of support.

EOT1 may provide general education; publicly available forms and checklists; assistance organizing records supplied by the participant; appointment and C&P; examination preparation education; help identifying possible evidence sources; referrals to medical, legal, accredited veteran-service, housing, credit, employment, or other resources; and administrative follow-up approved by EOT1.

4. Services not provided.

Unless a specifically identified individual is currently authorized and properly appointed under applicable law, EOT1 does not act as the participant's attorney, VA-accredited claims agent, or accredited VSO representative; prepare, present, or prosecute a VA claim as the participant's representative; give legal or medical advice; diagnose conditions; guarantee evidence sufficiency; control a clinician's opinion; access accounts without written permission; sign documents for the participant; or promise an award, rating, effective date, backpay amount, or processing time.

5. Participant responsibilities.

The participant will provide truthful and complete information; review every form and statement before signing or filing; protect login credentials; attend appointments; meet deadlines; promptly report changes; obtain professional advice when needed; and make all final decisions. The participant will not fabricate, alter, coach, exaggerate, or conceal evidence.

No-Fee Veteran Support Agreement - Continued

6. Referrals and separate services.

A referral is not a guarantee or endorsement. Services supplied by another organization or professional are governed by that provider's own agreement. Any paid service outside this program must be optional, clearly separated, independently priced, and lawful. Declining a referral or paid service will not reduce EOT1 support.

7. Privacy and records.

EOT1 will use reasonable administrative safeguards and limit access to program personnel with a legitimate need. The participant understands that ordinary email and text may not be secure. Separate written authorization is required before EOT1 releases records to a third party, except as required by law or to address an imminent safety concern. This clause does not substitute for any privacy notice or release required by law.

8. No guarantee; right to stop.

Results depend on facts, evidence, law, agency decisions, and participant action. Either party may end participation at any time by notice. EOT1 may suspend services for safety, fraud, abuse, conflicts, lack of capacity, or activity outside its lawful scope. Ending services does not create a fee or donation obligation.

9. Complaints and questions.

The participant may raise a concern without retaliation by contacting EOT1 at:

Questions about VA representation or accreditation may be directed to the VA Office of General Counsel Accreditation Program. Emergencies should be directed to 911 or the appropriate crisis service.

10. Entire understanding and severability.

This writing states the parties' understanding for this program and replaces inconsistent oral promises. Changes must be written and signed. If any provision is unenforceable, the remaining provisions continue to the extent lawful. Virginia law applies except where federal law controls. This agreement does not waive rights that cannot legally be waived.

Participant acknowledgment

I have read or had this agreement explained to me. I understand that EOT1 is not charging me, I do not owe EOT1 any percentage of backpay, and a donation is not required. I understand the limits of EOT1's role and remain responsible for reviewing and approving my submissions.

Participant signature:

Date:

EOT1 representative:

Date:

Separate Optional Donation Acknowledgment

Complete this page only if the participant independently chooses to donate. It is not part of eligibility for services and may be completed after services without pressure.

Voluntary choice

I understand that I am not required or expected to donate. My choice will not affect whether I receive services, their quality or timing, referrals, advocacy, or any future interaction with EOT1. EOT1 has not requested and I am not promising any percentage of VA benefits, backpay, award, settlement, or recovery.

Optional gift information

Donor name:

Gift amount (optional): Date:

General charitable purpose, unless EOT1 accepts a lawful restriction:

Tax acknowledgment

EOT1 will issue a receipt consistent with the facts and applicable tax rules. EOT1 does not promise that a payment is tax-deductible. If no goods or services were provided in exchange for this separate gift, the receipt may state that fact. If anything of value was provided in exchange, EOT1 will disclose a good-faith estimate as required. The donor should consult a tax professional.

Donor signature:

Date:

EOT1 acceptance:

Date:

Internal processing (EOT1 only)

Receipt number	Payment method	Recorded by	Deposit date

Board Adoption & Compliance Checklist

Before use, EOT1 should document the following:

- Virginia nonprofit counsel reviewed this agreement, EOT1's articles/bylaws, insurance, and charitable-solicitation obligations.
- A VA-accredited attorney reviewed the program's actual workflow, scripts, forms, marketing, and staff roles for compliance with 38 U.S.C. § 5904 and VA regulations.
- The board adopted a written policy prohibiting required donations, backpay percentages, success fees, promises of results, and commingling with paid referrals.
- Every person who may discuss claims has a documented role and current accreditation status, if any; status is verified through VA's Accreditation Search.
- EOT1 has privacy, consent, record-retention, incident-response, complaint, conflict-of-interest, and financial-control procedures.
- Donation receipts are generated by finance staff and accurately state whether goods or services were provided.
- Advertising and intake materials do not imply VA endorsement, accreditation, guaranteed results, or that donations are expected.
- Any separate financial, credit, housing, publishing, or consulting offer is optional, separately documented, and never tied to claim help or benefits.

Board authorization

Approved by the Board of Directors on:

Board Chair/Secretary:

Next review date:

Primary authorities consulted

- 38 U.S.C. § 5904 - recognition of agents and attorneys; timing, review, and payment of fees.
- 38 U.S.C. § 5905 - penalty for wrongfully withholding claimant benefits.
- U.S. Department of Veterans Affairs, Office of General Counsel - Accreditation, Discipline & Fees Program.
- IRS Publication 1771 - charitable-contribution substantiation and quid pro quo disclosure rules.

This compliance draft is general information, not a legal opinion. Counsel must tailor it to EOT1's actual services, accreditation status, funding, policies, and Virginia registrations before use.