

Reciprocal Agreement
Between

Oregon State
Department of Community Colleges and Workforce Development
And

Washington State
Workforce Training and Education Coordinating Board
and
Employment Security Department

THIS AGREEMENT is made and entered into by and between the Oregon State DEPARTMENT OF COMMUNITY COLLEGES AND WORKFORCE DEVELOPMENT, hereto referred to as “Oregon DCCWD,” and the Washington State WORKFORCE TRAINING AND EDUCATION COORDINATING BOARD and EMPLOYMENT SECURITY DEPARTMENT, hereto referred to as “WTECB and ESD.”

THE BASIS for this agreement is Section 122(e)(5) of the Workforce Investment Act of 1998, which states:

Acceptance of Individual Accounts By Other States – States may enter into agreements, on a reciprocal basis, to permit eligible providers of training services in a State to accept individual training accounts provided in another State.

THE PURPOSE OF THIS AGREEMENT is to increase customer access to training offered by Workforce Investment Act (WIA) Eligible Training Providers. Through this agreement, eligible adults and dislocated workers, who qualify for WIA Title I-B Individual Training Accounts (ITAs), will have a broader choice of training options and training localities.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

To increase customer choice, the Oregon DCCWD agrees to permit qualifying Oregon residents to use their Individual Training Accounts (ITAs) to enroll in a program of training identified on the State of Washington list of Workforce Investment Act (WIA) Eligible Training Providers. Final approval for using an Oregon ITA at a Washington state school rests with Oregon’s One-Stop Operators [Oregon Career Network]. In arranging out-of-state ITA vouchers, the Oregon Career Network Operator must follow WIA Sec.134(d)(4) requirements, Oregon state WIA policies, and area Workforce Investment Board ITA policies. The area policies may affect the terms of an individual training plan and may be more restrictive concerning out-of-state ITAs.

To increase customer choice, the Washington WTECB and ESD similarly agree to permit qualifying Washington residents to use their ITAs to enroll in a program of training identified on the State of Oregon list of WIA Eligible Training Providers. Final approval for using a Washington ITA at an Oregon state school rests with Washington's One-Stop Operators [WorkSource Operators]. In arranging out-of-state ITA vouchers, the WorkSource Operator must follow WIA Sec.134(d)(4) requirements, Washington state WIA policies, and local Workforce Development Council ITA policies. The local policies may affect the terms of an individual training plan and may be more restrictive concerning out-of-state ITAs.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this agreement shall commence on the date that of the final signing of this agreement, and remain in affect until modified or terminated. The agreement will be reviewed no later than three years of the affected date or earlier at the request of a party.

PAYMENT

This agreement provides for an exchange of state lists. This agreement does not involve direct exchange of funds or resources between the Oregon DCCWD and the Washington WTECB and ESD. The use of WIA Individual Training Accounts involves an exchange of WIA Title I-B funds for training based on contract terms and payment schedules agreed to between an authorized One-Stop Operator and a WIA eligible training provider.

RECORDS MAINTENANCE

The parties to this agreement each agree to maintain their respective state list of WIA Eligible Training Providers. The parties to this agreement each agree to make their respective state list accessible to the public.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this agreement upon 30 days' prior written notification to the other party. If this agreement is so terminated, the parties shall be liable only for performance rendered in accordance with the terms of this agreement prior to the effective date of termination.

DISPUTES

In the event that a dispute arises under this agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

GOVERNANCE

This agreement is entered into pursuant to and under the authority by the laws of the states of Oregon and Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules.
- b. statement of work.
- c. any other provisions of the agreement, including incorporated by reference.

ASSIGNMENT

The work provided under this agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by any party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original agreement.

SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this agreement are declared to be severable.

INDEMNIFICATION

Each party hereto agrees to be responsible for its own wrongful or negligent acts or omissions, or of those of its officers, agents, or employees to the full extent required by law. Each party hereto does not warrant or assume liability for the interpretation or use of the information contained on the state list of WIA Eligible Training Providers or to information supplied by Internet based sites that are linked electronically to the list.

EXPLANATORY STATEMENT

Each party hereto agrees to post the following statement in the introduction section of the state list of WIA Eligible Training Providers:

A viewer's decision in selecting a program of training should be based on personal planning, research, and consultation. The information about programs of training posted on this list is intended to assist individuals to make informed decisions. The information posted on this list (and the information linked electronically to this list) should not be used as the sole information source for making a career or training decision. Inclusion of a program, institution, organization, or individual on this list of WIA Eligible Training Providers is not endorsement of that program, institution, organization or individual. Further, the information included on this list was supplied, in part, by [Oregon state's Workforce Investment Boards] [Washington state's Workforce Development Councils] who obtained it directly from the training providers and the accuracy of the information is not guaranteed.

ALL WRITINGS CONTAINED HEREIN

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this agreement.

The Program Manager for the Oregon DCCWD is:

Cam Preus-Braly
Commissioner
Department of Community Colleges and Workforce Development
255 Capitol NE
Salem, Oregon 97310
(503) 378-8648 Ext. 357

The Program Manager representing Washington state's list management is:

Gary Gallwas
Assistant Commissioner
Employment Security Department
PO Box 9046
Olympia, Washington 98504-9046
(360) 438-4611

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Oregon
Department of Community Colleges and Workforce Development
By: Cam Preus-Braly
Title: Commissioner
Date: _____

State of Oregon
By: Annette Talbott
Title: Governor's Workforce Policy Coordinator
Date: _____

State of Washington
Workforce Training and Education Coordinating Board
By: Ellen O'Brien Saunders
Title: Executive Director
Date: _____

State of Washington
Employment Security Department
By: Gary Gallwas
Title: Assistant Commissioner
Date: _____

APPROVED AS TO FORM ONLY

CHRISTINE O. GREGOIRE
Attorney General

By: _____
Assistant Attorney General