MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into between the OREGON EMPLOYMENT DEPARTMENT (OED) CENTRAL TRADE ACT UNIT (CTAU) and COMMUNITY COLLEGE ().

Administrators of this MOU are:

<table>
<thead>
<tr>
<th>Administrator</th>
<th>CTAU</th>
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<tbody>
<tr>
<td>Title:</td>
<td>Title: Central Trade Act Unit</td>
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<td></td>
<td>Manager</td>
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<tr>
<td>Address:</td>
<td>Address: 875 Union Street NE</td>
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<tr>
<td>Phone:</td>
<td>Phone: 503-947-3068</td>
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<tr>
<td>Fax:</td>
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<td>Email:</td>
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1. Effective Date and Duration
This Memorandum of Understanding shall become effective on October 1, 2016 and, when required, approved by the Department of Justice. Unless earlier terminated, amended or extended, this Memorandum of Understanding shall expire September 30, 2021.

This Memorandum of Understanding will be biennially reviewed up to thirty days before the anniversary of its effective date to determine whether an amendment will be needed to address revisions and/or incorporation of any legislative changes necessary to meet changing needs.

2. Amendments
This Memorandum of Understanding can be amended. The terms of this Memorandum of Understanding shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument signed by both parties.

3. Termination
a. This Memorandum of Understanding may be terminated by mutual consent of both parties, or by either party upon thirty days' notice, in writing or delivered by certified mail or in person (30 consecutive calendar days).

b. Either Agency may terminate this Memorandum of Understanding effective upon delivery of written notice to the other Agency, or at such other date as may be established by the initiating Agency under any of the following conditions:

1. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate under this Memorandum of Understanding, or
2. If either Agency fails to perform the work specified herein, or so fails to pursue the work as to endanger performance of this Memorandum of Understanding in accordance with its terms, and after receipt of written notice from the other Agency, fails to correct such failures within ten (10) days or such longer period as the Agency may authorize.
4. Purpose:
Trade Adjustment Assistance (TAA) is a Federal Program administered by the Oregon Employment Department (OED) Central Trade Act Unit (CTAU). The purpose of this Memorandum of Understanding is to provide Community College Case Managers, an opportunity to communicate directly with TAA Training Case Managers, assist TAA eligible participants navigate the college system, and increase individualized support for participants while in training.

5. Roles and Responsibilities:

CC will:
1) Provide the CTAU the name and contact information of a Point of Contact at the college.
2) CC's Point of Contact will share any TAA updates/information received from the CTAU to Advisors/Counselors, Department Heads, and College Administration, as needed.
3) Update CTAU of any changes to Point of Contact.

CTAU will:
1) CTAU will provide an updated CTAU Contact list to CC Point of Contact upon request.
   a. The CTAU list will include the name and contact information for all CTAU staff. This will provide an opportunity for college Advisors/Counselors to communicate directly with TAA Training Case Managers; assist TAA eligible participants navigate the college system, answer questions regarding the TAA program.
      i. TAA Participants include:
         1. TAA eligible participants that have completed a Request for Determination of Entitlement to TAA through OED and may be interested in training at CC;
         2. TAA enrolled students that have already signed a training plan to attend the Community College through the TAA program.
   2) CTAU will schedule a Trade Act Navigator (TAN) or a Local Area Contact (LAC) to be available on CC's campus on a pre-approved time/location and dependent upon the level of TAA activity in CC's service area.
   3) CTAU will notify CC's Point of Contact of any new TAA Certifications in the college's service area as they occur.
      a. The notification of TAA activity in the college's service area will benefit the colleges and CTAU's collaboration serving TAA eligible participants interested in training.

6. Objectives:

Increase individualized support of participants while in training.

Increase awareness of upcoming capacity concerns of college enrollment when large worker layoffs or company shutdowns occur.
7. Merger Clause
This Memorandum of Understanding constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Memorandum of Understanding shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement. Both Agencies, by the signature below of its authorized representative, hereby acknowledges that s/he has read this agreement, understands it and agrees to be bound by its terms and conditions.

SIGNATURES

COMMUNITY COLLEGE  

EMPLOYMENT DEPARTMENT
CENTRAL TRADE ACT UNIT

Vice President Academic/Student Affairs  

TAA Coordinator/Unit Manager

Division Director for Workforce Operations

Date  

Date  

Date
DOCUMENT RETURN STATEMENT

August 1, 2016

Re: Document #: hereinafter referred to as “Document.”

Please complete the following statement and return it along with the completed
signature page and the Contractor Data and Certification page (if applicable).

Important: If you have any questions or find errors in the above referenced Document,
please contact me at (503) 947-1236.

_________________________  __________________________
(Name)                     (Title)

received a copy of the above referenced Document, between the State of Oregon,
acting by and through the Employment Department, and Community College, by
e-mail from Laura.E.Lausmann@oregon.gov on August 1, 2016.

On ____________________, I signed the electronically transmitted Document without
(Date)
change. I am returning the completed signature page and Contractor Data and
Certification page (if applicable) with this Document Return Statement.

_________________________  __________________________
(Authorizing Signature)     (Date)