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To: Michigan Works! Agency (MWA) Directors

From: Gary Clark, Director, Office of Talent Development Services
Workforce Development Agency
SIGNED

Subject: Trade Adjustment Assistance Extension Act (TAAEA) Program Manual

Programs Affected: Trade Adjustment Assistance (TAA)

References: Trade Act of 1974, as amended

TAA Reform Act of 2002

Trade and Globalization Adjustment Assistance Act of 2009

TAA Extension Act of 2011

PI 06-03, Grievance and Complaint Policy

PI 06-17, and all subsequent changes, Trade Act Participant Management Information Guide

PI 06-30, Participant Transfer Guidelines

PI 07-30, and subsequent changes, TAA Fiscal Management

PI 11-18, Equitable Tolling of Deadlines for Workers Covered Under TAA Certifications

Rescissions: None



Background: Signed into law on October 21, 2011, the TAAEA of 2011 provides comprehensive reemployment and training services to eligible workers that have been displaced either by the importation of foreign made goods, or by the exportation of the work itself to a foreign country.

Policy: The TAAEA Program Manual provides MWAs with guidance and instructions regarding the operation and delivery of services to workers certified under the TAAEA.

Action: MWAs shall utilize this guidance for the operation and delivery of services to workers certified under the TAAEA.

Inquiries: Questions regarding this policy issuance should be directed to Mr. Ryan Doll, TAA Manager, WDA at (517) 335-0302 or dollr@michigan.gov.

The information contained in this policy issuance will be made available in alternative format (large type, audio tape, etc.) upon special request received by this office.

This policy issuance is available for downloading from the Internet system. Please contact this office for details.

Expiration Date: Continuing

GC:RD:pv

Trade Adjustment Assistance Extension Act Program Manual



**Workforce Development Agency
State of Michigan**

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TAAEA Program Overview

Background

Signed into law on October 21, 2011, the Trade Adjustment Assistance Extension Act of 2011 (TAAEA of 2011) provides comprehensive reemployment and training services to eligible workers that have been displaced either by the importation of foreign made goods or by the exportation of the work itself to a foreign country. Worker group eligibility is determined by the United States Department of Labor (USDOL), Division of Trade Adjustment Assistance (DTAA) in response to a petition for services filed as a result of involuntary job loss. The certification criterion under the TAAEA of 2011 is limited to worker groups from the manufacturing or service sectors. The primary objective of the services available under the Trade Act is to assist eligible workers return to work as quickly as possible at a suitable wage.

The enactment of the TAAEA of 2011 marks the third amendment to the Trade Act since 2002 and establishes a third distinct set of Trade Act operating guidelines the State of Michigan will administer in partnership with Michigan Works! Agencies (MWAs). This manual provides the operating instructions and forms for the amendments enacted by the TAAEA of 2011.

In accordance with federal regulations, each MWA shall provide a full range of reemployment services, including mandated services, to eligible workers. These services include case management, training, job search/ relocation allowances and [Reemployment Trade Adjustment Assistance](#) (RTAA). These services shall be delivered in coordination with other dislocated worker programs administered by the MWA to maximize program efficiency and prevent duplication of services. The Trade Act programs shall be used as the first option to support approvable, training related costs for participants, eligible for and receiving service, under the Trade Act who are co-enrolled in another dislocated worker program.

The TAAEA of 2011 includes monetary Trade Readjustment Allowances (TRA) benefits. TRA benefits provide bi-weekly income support paid by the Unemployment Insurance Agency (UIA) to qualifying individuals. Eligibility determinations for TRA benefits are made independently by the UIA, TRA Unit once a MWA has established eligibility under TAAEA.

Eligible Worker Groups

To help manage the services available to eligible worker groups, the DTAA assigns petition numbers that correspond to specific amendments and operating guidelines. Determinations made under the TAAEA of 2011 are identified by petition numbers starting with TA-W-81,000*. The TAAEA of 2011 does *not* change the worker group eligibility requirements or services available to worker groups covered under the 2002 amendments identified by petition numbers TA-W-60,000 through TA-W-69,999, or worker groups covered under the 2009 amendments identified by petition numbers TA-W-70,000 through TA-W-79,999.

*The TAAEA of 2011 includes limited retroactive eligibility provisions that apply to worker groups covered under petition numbers TA-W-80,000 through TA-W-80,999 who began receiving service prior to December 20, 2011. There may be cases where workers covered under petitions numbered TA-W-80,000 through TA-W-80,999 may elect to receive services in accordance with the TAAEA of 2011. Retroactive eligibility/election period is covered in detail in chapter 6.

Key Statutory Dates

October 21, 2011 (enactment date)

- TAAEA of 2011 was signed into law

December 20, 2011 (60 days after enactment)

- Effective date of the amendments enacted by the TAAEA of 2011
- Start of retroactive election period for workers covered under petitions numbered TA-W-80,000 through TA-W-80,999 and who were receiving services under the 2002 amendments prior to December 20, 2011

January 19, 2012 (90 days after enactment)

- Last date on which certification of petitions filed under the TAAEA of 2011 will have an impact date of February 13, 2010. After this date the “look back” period will end and all certified petitions will return to having an impact date of up to one year before the date of the petition

March 19, 2012 (150 days after enactment)

- Close of the retroactive election period for workers covered under petitions numbered TA-W-80,000 through TA-W-80,999 and who were receiving services under the 2002 amendments prior to December 20, 2011

December 31, 2013

- Sunset of the 2011 amendments. After this date the 2011 amendments will no longer apply to the Trade Act and the provisions of the 2002 Amendments, with the following three provisions of the 2011 Amendments will apply
 - Retains the elimination of training waivers based on recall, marketable skills, and retirement
 - Retains the elimination of the additional 26 weeks of TRA for workers participating in prerequisite or remedial training
 - Retains the authority of the Secretary of Labor to provide up to 13 weeks of additional TRA, for qualified workers

January 1, 2014

- Effective date for the 2002 Amendments, including the three provisions included in the sunset of the 2011 Amendments

December 31, 2014

- Expiration of the Trade Act as amended

Previous Guidance

In addition to the operating instructions issued in this manual, previously issued guidance and operating instructions remain in effect:

2002, 2009 and 2011 amendments

- 20 Code of Federal Regulation (CFR) 618
- 20 CFR 617, to the extent the new law(s) did not supersede the regulatory requirements
- Training and Employment Guidance Letter (TEGL) 8-11, Equitable Tolling

Trade Adjustment Assistance (TAA) Act of 2002

- TEGL 11-02, and subsequent changes, Operating Instructions for Implementing the Amendments to the Trade Act of 1974, Enacted by the Trade Act of 2002
- Bureau of Workforce Policy, PI 07-18, and subsequent changes (TAA Manual)

Trade and Global Adjustment Assistance Act (TGAAA) of 2009

- TEGL 22-08, and subsequent changes, Operating Instructions for Implementing the Amendments to the Trade Act of 1974 Enacted by the Trade and Globalization Adjustment Assistance Act of 2009
- Bureau of Workforce Transformation, PI 09-21, and subsequent changes (TGAAA Manual)

State Merit Staffing

Merit staffing requirements as defined in BWT PI 10-21 remain in effect and apply to the delivery of services under the TAAEA of 2011.

Jobs for Veterans Act

The Jobs for Veterans Act, P.L. 107-288, requires that veterans be afforded priority in the provision of training, job search allowances, and relocation allowances.

Alien Verification

An alien is required to provide a registration document with an alien registration number, or provide another valid document proving eligibility to work in the United States. When MWAs serve aliens through the TAA program(s), continued verification of eligibility to work in the United States is required (if the satisfactory immigration status will expire during the provision of TAA benefits). MWAs must re-verify an individual's immigration status if the documentation provided by the individual during initial verification will expire during the period in which that worker is potentially eligible to receive Trade Act benefits. The re-verification of satisfactory immigration status must be conducted in a timely manner, and in the same manner used for initial verification. Where a worker is not in a satisfactory immigration status, there is no such reasonable expectation of employment after completion of training. Therefore, a training program is not approvable if the individual is not eligible at the time of application for work at least one day following completion of training.

Glossary of Terms and Definitions

Administratively Responsible Michigan Works! Agency – The term *administratively responsible Michigan Works! Agency* refers to the Michigan Works! Agency whose service delivery area includes the location of the employer from which a worker group was certified.

Adversely Affected Employment - The term *adversely affected employment* refers to a situation that exists in a firm, or an appropriate subdivision of a firm, if individuals of such firm or appropriate subdivision are certified under the Act as eligible for Trade Adjustment Assistance (TAA) as being adversely affected.

Adversely Affected Worker - An *adversely affected worker* is one who has been totally or partially separated from employment in a firm or subdivision of a firm that has been certified under the Act.

Agent State – The *Agent State* is any State other than the *Liable State*, or the State where the participant seeks services. It should be noted that residency is not relevant to the Agent or Liable State definition. The *Agent State* is responsible for cooperating fully with the Liable State and assists the Liable State in carrying out its activities and functions including, but not limited to: providing information needed for determinations, redeterminations, or appeals, procuring and paying the training costs approved by the Liable State (including related training expenses and transportation and subsistence). Documents relating to training enrollment and waivers must be provided by the *agent state* to the liable state.

Alternative Trade Adjustment Assistance (ATAA) - The Trade Act of 2002 established *ATAA* as an alternative assistance program for older individuals certified eligible to apply for TAA. The *ATAA* is designed to allow adversely affected workers at least 50 years of age who obtain re-employment to receive a wage subsidy to help bridge the salary gap between their old and new employment.

Appropriate Week - The week in which the adversely affected worker's first separation occurred is referred to as the *appropriate week*.

Bona Fide Application for Training - An individual's signed and dated application (BWT-923 *TAA Training Application*), containing the adversely affected worker's name, petition number, and specific occupational training filed with the Michigan Works! Agency administering the TAA training program is said to be a *bona fide application for training*.

Certification - A *certification* of eligibility to apply for TAA is issued under the Act with respect to a specified group of individuals of a firm or appropriate subdivision of a firm.

Certification Period - The *certification period* is the time during which total and partial separations from adversely affected employment within a firm or appropriate subdivision of a firm are covered by said certification.

Commuting Area - The *commuting area* as defined by 20 CFR 617 is “that in which an individual is expected to travel to and from work or training on a daily basis.” In Michigan, the commuting area is 50 miles one way from the adversely affected worker’s home.

Date of Separation - With respect to a total separation, the *date of separation*, for an *employed* individual, is the last day worked. For an individual on employer-authorized leave, the last day the individual would have worked had the individual been working is the date of separation. With respect to a *partial separation*, the date of separation is the last day of the week in which the partial separation occurred.

Family - A *family* consists of specific members of an adversely affected worker’s household whose principal place of residence is with the individual in a home the individual maintains or would maintain, but for unemployment. These members are (1) a spouse; and/or (2) an unmarried child, including a stepchild, adopted child, or foster child, under the age of 21, or of any age if incapable of self-support because of mental or physical incapacity.

Head of a Family - A *head of a family* is an individual who maintains a home if over half the cost of maintenance is furnished by the individual, or would be, but for unemployment.

Health Coverage Tax Credit (HCTC) - The Trade Act of 2002 created a federal tax credit, which subsidizes private health care coverage for adversely affected workers and for individuals receiving benefits from the Pension Benefit Guaranty Corporation. The tax credit covers 72.5 percent of the premium amount paid by eligible individuals for qualified health insurance coverage. This credit is referred to as the *HCTC*, and is administered by the Internal Revenue Service (IRS).

Impact Date - The *impact date* is the date stated in a certification issued under the Act on which total or partial separations began, or threatened to begin, in a firm or a subdivision of a firm.

Increased Imports - Imports that increased either absolutely or relatively to domestic production, compared to a representative base period, are referred to as *increased imports*. The representative base period is one year, consisting of the four quarters immediately preceding the date that is 12 months before the date of the petition.

Layoff - A *layoff* is a suspension of, or separation from, adversely affected employment by a firm for lack of work initiated by the employer and expected to be for a definite or indefinite period of not less than seven consecutive days.

Liable State - The *Liable State* is the State in which the worker’s Unemployment Insurance claim is established. The *Liable State* is responsible for payment of Trade Readjustment Allowances (TRA), issues determinations for the following: eligibility, waivers, training, job search allowances, relocation allowances, Trade Readjustment Allowances (TRA), and Reemployment Trade Adjustment Assistance (RTAA). It is the responsibility of the *Liable State* to pay UI, TRA, RTAA, and job search and relocation allowances.

Partial Separation - *Partial separation* occurs during a week ending on or after the impact date specified in the certification under which an adversely affected worker is covered. A partial separation occurs if hours of work are reduced to 80 percent or less of the individual’s average

weekly hours in adversely affected employment, and wages are reduced to 80 percent or less of the individual's average weekly wage in such adversely affected employment.

Prerequisite Training – A required course or coursework that must be completed before commencement of study for a particular program.

Reemployment Trade Adjustment Assistance – Reemployment Trade Adjustment Assistance (RTAA) is a permanent replacement of Alternative Trade Adjustment Assistance and provides a wage subsidy benefit to workers age 50 and older.

Remedial Training - Remedial Training means training in the elementary skills that every worker must have in order to achieve basic re-employability. Examples of remedial education are basic writing, basic mathematics, English as a Second Language, courses leading to a G.E.D., and basic computer courses.

Secondarily-Affected Workers - Secondarily-affected workers are those individuals who supply components to a firm whose workers are certified or workers who perform additional, value-added production and finishing operations for a firm whose workers are certified.

Separate Maintenance - Separate maintenance means maintaining a second residence, in addition to the adversely affected worker's primary place of residence, while attending a training facility outside the individual's commuting area.

Suitable Employment - Suitable Employment is work of a substantially equal or higher skill level than the adversely affected worker's past adversely affected employment, with wages no less than 80 percent of the individual's average weekly wage from the adversely affected employment. The first of the six training approval criteria is "No Suitable Employment is Available."

Suitable Work - The Trade Act allows payment of Job Search and Relocation Allowances to qualified adversely affected workers who interview for or accept offers of *suitable work* that are outside of the commuting area. The 20 CFR.3 (kk) states, "suitable work is defined by the local state law." According to Subsection 29 (6) of the Michigan Employment Security Act, work is suitable if the pay rate for that work is at least 70 percent of the gross pay rate the individual received immediately before becoming unemployed.

Total Separation - A *total separation* is a layoff of an individual from a firm, or a subdivision of a firm, in which adversely affected employment exists.

Acronyms

ALJ	Administrative Law Judge
ATAA	Alternative Trade Adjustment Assistance
BWT	Bureau of Workforce Transformation
CFR	Code of Federal Regulations
DTAA	Division of Trade Adjustment Assistance
EO	Equal Opportunity
FY	Fiscal Year
MARS	Management of Awards to Recipients System
MWA	Michigan Works! Agency
OJT	On-the-Job Training
OSMIS	One-Stop Management Information System
PI	Policy Issuance
RTAA	Reemployment Trade Adjustment Assistance
TAA	Trade Adjustment Assistance
TAAEA	Trade Adjustment Assistance Extension Act
TEGL	Training and Employment Guidance Letter
TGAAA	Trade and Global Adjustment Assistance Act
TRA	Trade Readjustment Allowances
UI	Unemployment Insurance
UIA	Unemployment Insurance Agency
USDOL	United States Department of Labor
WBO	Worker Benefit Orientation
WDA	Workforce Development Agency
WIA	Workforce Investment Act

Chapter 1 – Performance and Reporting

The TAAEA includes performance measures and reporting requirements which take effect for Fiscal Year (FY) 2013. Until that time, the performance goals established under the TGAAA will remain in effect.

The USDOL/Employment and Training Administration (ETA) will issue further guidance on these changes before October 1, 2012.

Performance Goals/Core Indicators for FY 2012

Measure	Goal
Reemployment Rate	64.9%
Retention Rate	87.3%
Average Earnings	\$13,319

Trade Act Core Indicators:

Reemployment Rate

- 1) The percentage of workers employed during the second calendar quarter following the calendar quarter in which the workers cease receiving benefits;

Retention Rate

- 2) The percentage of such workers who are employed in each of the third and fourth calendar quarters following the calendar quarter in which the workers cease receiving benefits; and

Average Earnings

- 3) The earnings of such workers in each of the third and fourth calendar quarters following the calendar quarter in which the workers cease receiving benefits.

The most recent information regarding TAA performance goals can be obtained by visiting <http://www.doleta.gov/tradeact/performance.cfm>, or by contacting the WDA Management Information Systems Section. MWAs shall ensure complete and accurate submission of Trade Act participant-related data through the One-Stop Management Information System (OSMIS). This data will allow the State to develop federal reports properly reflecting Michigan's efforts in achieving the described goals.

The TAA program continues to fall under the Common Measures guidelines, and will be a component of Common Measures reporting until further notice.

Participant Reporting – OSMIS

Participant reporting requirements as defined in Workforce Development Agency PI 10-31, TAA Participant Management Information Guide (PMIG) issued June 27, 2011, remain in effect and apply to participants registered under the TAAEA.

Chapter 2 - Funding

The Trade Act funds shall be used as the first option to support approvable, training related costs for participants eligible for and receiving services under the Trade Act who are co-enrolled in another dislocated worker program.

Cash Requests/Expenditure Reporting

Trade Act funds are awarded on a cash request basis. MWAs will process all cash requests through the Management of Awards to Recipients System (MARS) in accordance with the MARS Manual. The MWA must maintain appropriate documentation to support each cash draw.

All reporting of fiscal expenditures of the funds provided through this grant must be reported to the WDA on a monthly basis. All quarterly financial expenditure reports are due to the WDA no later than the 20th calendar day after the end of the month. In the event that the due date falls on a weekend or state government holiday, the report is due on the last business day prior to the 20th.

Access to the MARS system is available at <http://www.michigan.deleg-mars.org/>.

Administrative Funding

Local administration funding is limited to ten percent of total training, job search allowance and relocation allowance expenditures.

Employment and Case Management Services

TAAEA allows for the use of Trade Act funds to support employment and case management services. Funds utilized to support employment and case management services are limited to available administrative funds. At minimum, a MWA must utilize 50 percent of administrative funds to provide employment/case management services to eligible workers.

TAAEA provisions apply to Trade Act funds only. Workforce Investment Act (WIA), and/or Wagner-Peyser Act funds may also be used to provide required employment and case management services to participants in accordance with WIA regulations.

Providing employment and case management services to [adversely affected workers](#) is required. The following table covers the various mandated services and the funding source(s) that may be used:

TAA Service	Funding Source
Employment Registration	Wagner-Peyser
Comprehensive and Individualized Assessment	TAA WIA Adult & Dislocated Worker Wagner-Peyser
ISS	TAA WIA Adult & Dislocated Worker
Information on Training	TAA WIA Adult & Dislocated Worker Wagner-Peyser
Information on How to Apply for Financial Aid	TAA WIA Adult & Dislocated Worker Wagner-Peyser
Pre-vocational Services	TAA WIA Adult & Dislocated Worker
Individual Career Guidance	TAA WIA Adult & Dislocated Worker Wagner-Peyser
Provision of Labor Market Information (LMI)	TAA WIA Adult & Dislocated Worker Wagner-Peyser
Information on the Availability of Supportive Services	TAA WIA Adult & Dislocated Worker
Job Club	WIA Adult & Dislocated Worker
Staff-Assisted Job Search	WIA Adult & Dislocated Worker Wagner-Peyser
Individual Job Development	WIA Adult & Dislocated Worker
Classroom Training	TAA WIA Adult & Dislocated Worker Pell Grant
On-The-Job Training	TAA WIA Adult & Dislocated Worker
Customized Training	TAA WIA Adult & Dislocated Worker
Training Related Costs (Transportation, subsistence, supplies, books, fees, tools, and other approvable expenses)	TAA WIA Adult & Dislocated Worker
Job Search Allowances	TAA
Relocation Allowances	TAA
Supportive Services	WIA Adult & Dislocated Worker

Chapter 3 - Petition and Certification Process

General Information

TAAEA includes eligibility for manufacturing and service sector workers.

Worker group eligibility for TAAEA is determined by the USDOL/DTAA in response to a petition for services. A Trade Act petition can be filed by any of the following: a group of three [adversely affected workers](#), company official, union official, state workforce office, one-stop operator/partner, or an authorized representative for one of the aforementioned parties.

Detailed petition filing instructions including both online and printable petitions can be found at www.doleta.gov/tradeact

The WDA provides assistance with completing and filing Trade Act petitions by contacting Ms. Patty Vanaman at (269) 441-1500 or vanamanp@michigan.gov.

Upon receipt of a petition, the USDOL/DTAA assigns each a unique identifying number used throughout the life of the [certification](#) to identify the provisions available to adversely affected workers. Workers certified under the TAAEA are identified by petitions starting with TA-W-81,000.

A complete listing of all pending petitions and determinations is available at http://www.doleta.gov/tradeact/taa/taa_search_form.cfm.

Notification to Certified Workers

Upon receipt of a certification, the [administratively responsible](#) MWA must provide all affected workers (including workers that are currently working at the Trade certified company and have received written notice of a lack of work separation) notification advising them of the following:

- 1) The individual groups covered by the certification;
- 2) Name and address/location of the individual's firm;
- 3) Impact, certification, and expiration dates specified in the certification document;
- 4) Explanation of how to apply for benefits and service; and
- 5) When and where to apply, and who to contact for additional information.

Form [BWT-629](#), *Notice of Certification* may be used for this purpose. The MWA may satisfy this requirement by obtaining from the firm or union, the names and addresses of all individuals who:

- 1) Were partially or totally separated from [adversely affected employment](#) before the certification was issued;
- 2) All individuals who have received written notice of a lack of work separation; and
- 3) All individuals who are, thereafter, partially or totally separated (or have received written notice of a lack of work separation) within the [certification period](#). The company list

must include the company name, address, petition number, reason for separation (lack of work), and separation/layoff date.

The layoff list template, included in the forms section of this manual, may be used to capture required information. When certification is received, the administratively responsible MWA is not required to issue newspaper notices when it can be substantiated that all workers have received written notice of benefits available. MWAs must document all efforts to notify certified workers and maintain these records for periodic review.

Within fifteen working days of the date of notification of a certification, MWAs must notify the WDA of their scheduling of a worker benefits orientation meeting(s) for the affected worker group. The Worker Benefit Observation (WBO) shall be conducted by MWA staff including TRA representatives as necessary. The MWA must also provide the WDA with the following information relative to the WBO:

- 1) Layoff List
- 2) Name of company or companies
- 3) Petition number(s)
- 4) Date(s) and time(s) of meetings
- 5) Address
- 6) Number of workers invited to each meeting
- 7) MWA contact name and number

The required information shall be submitted to: Ms. Patty Vanaman, TAA Coordinator, WDA at vanamanp@michigan.gov.

The WDA maintains this information as a service to MWAs seeking eligibility documentation for workers certified outside of the MWA's service delivery area as well as to assist workers certified in Michigan who seek benefits in another state (Agent/Liable).

Requests for TRA representatives are scheduled upon request to Ms. Marcia Valentine at valentinem1@michigan.gov and Ms. Ivory Bennett at bennettI@michigan.gov.

Chapter 4 - Eligibility for Services

To qualify for services under the TAAEA program, individuals must meet all of the following requirements:

- Be a member of an worker group certified by the DTAA as eligible for services,
- Be partially or totally separated from [adversely affected employment](#) within the [certification period](#), and
- Have been (or have a notice that the individual will be) separated due to a lack of work attributable to the employer.

An individual may be eligible for reemployment services under TAAEA, even if he or she does not qualify for TRA.

An individual whose final separation from the affected employer was for reasons other than lack of work may still qualify for services if he or she had a previous separation due to lack of work from the affected employer during the eligibility period of the certification.

Evidence of Qualification

To establish worker eligibility, MWAs must obtain at minimum, one of the following types of documentation:

- Company lay-off/rapid response list (with separation date and separation reason); or
- Lay-off letter provided by the company or union (with separation date and separation reason); or
- TRA Determination of Eligibility.

When an individual applies for TRA, the UIA obtains the necessary information to establish the individual's eligibility, including:

- Whether the individual has a qualifying separation;
- The individual's average weekly wage; and
- For an individual claiming to be partially separated, the average weekly hours and average weekly wage in adversely affected employment.

In the absence of abovementioned eligibility information, the individual may need to submit a signed document to include a statement setting forth evidence of qualification required in order to determine eligibility. Additionally, the individual must sign a statement of acknowledgement and understanding of the implications of fraud to include in the participant file. The statement must be certified by the individual to be true to the best of his or her knowledge and belief and be supported by other evidence such as Form W-2, paycheck stubs, union records, income tax

returns, or statements of fellow individuals, and must be verified by the employer if possible. As a reminder, all data validation elements are subject to required source documentation, subsequently elements would result in a fail.

Buyout Recipients and Involuntary Retirements

Workers who have accepted a buyout, an involuntary retirement, or participated in another type of attrition plan, may qualify to receive services under TAAEA. In order to qualify for services, a worker must appear on the employer provided lay-off or rapid response list. Workers who do not appear on a lay-off or rapid response list must provide documentation from the certified former employer stating that their separation from employment, through the acceptance of a buyout or other similar program participation, was due to a lack of work. Eligibility determinations for TAAEA benefits are made independently from Unemployment Insurance (UI) and TRA determinations. Buyout recipients may still qualify for TAAEA benefits, even if they do not qualify for UI or TRA.

Chapter 5 - Retroactive Election Period

Retroactive Eligibility

The TAAEA includes a retroactive eligibility/election period for workers certified under petitions ranging from TA-W-80,000 through TA-W- 80,999 who received a service prior to December 20, 2011. Receiving any of the following services prior to December 20, 2011 qualifies a worker certified under the TAA of 2002 for a one-time, non-revocable election between receiving services under the 2002, or 2011 amendments:

- 1) Training Waiver: A training waiver is in effect for the worker on December 20, 2011; or
- 2) Training: The worker has an approved training plan and is enrolled in training, participating in training, or has completed training by December 20, 2011; or
- 3) Job Search and Relocation Allowances: The worker has been approved for a job search or relocation allowance, even if the payment has not yet occurred on or before December 20, 2011; or
- 4) TRA and ATAA: The worker has received a payment of either TRA or ATAA for a week before, or for the week that includes December 20, 2011.

Workers who elect to receive services under the TAAEA shall be switched from the services received under the TAA of 2002, to services available under the TAAEA of 2011. The switch must be made the first week following the date on which the MWA documents the election. Any benefits received under the TAA of 2002, will apply toward the maximum benefits available under the TAAEA of 2011, including TRA.

MWAs are responsible for documenting the choice was offered to all eligible participants.

Election Period

The election period for participants who are eligible to make a choice in the amendments under which they are served begins December 20, 2011, and ends March 19, 2012. Participants receiving services under the 2002 amendments who do not elect to receive services under the 2011 amendments before March 19, 2011, will continue to receive benefits in accordance with the 2002 amendments.

Choice eligible participants who elect to receive benefits under the 2011 amendments will transition from the 2002 amendments beginning the Monday following the date on which the participant documented their choice. The date the transition occurs should be entered as the *Effective Date* in the OSMIS not the date the participant documented their choice.

Note: Workers who have received only HCTC or initial re-employment and case management services prior to December 20, 2011, under a petition ranging from

TA-W-80,000 through TA-W-80,999, are not eligible to choose to receive future benefits and services under the 2002 Program. These workers will only receive benefits under the 2011 Program.

Chapter 6 - Intake and Case Management

Individuals responding to notification letters or published notices of potential eligibility for TAAEA must be provided program information and assistance in applying for those services.

The MWAs must hold worker benefit orientation meetings for groups of newly certified workers where program information is provided, general questions answered, and individual applications accepted.

[Adversely affected workers](#) must be provided individual intake and application services, as follows:

- 1) MWA staff will provide the opportunity to register for employment and facilitation of registration as required.
- 2) MWA staff will offer case management services.
- 3) MWA staff will interview each adversely affected worker regarding suitable training.
- 4) MWA staff will inform each individual of the requirement for participation in training, or a waiver of the training requirement, as a condition for receiving TRA compensation.
- 5) MWA staff will provide each individual with an application for TRA payments (TRA-920, *Request for Determination of Entitlement to TAA/TRA*).
- 6) MWA staff will provide information and assistance in applying for job search and relocation allowances.
- 7) MWA staff will provide information and assistance in applying for RTAA.
- 8) MWA staff will provide information regarding the [Health Coverage Tax Credit](#) to each individual (See Chapter 14).
- 9) MWA staff will offer the development of an Individual Service Strategy (ISS), required prior to waiver issuance and/or training approval.

Case Management Services

TAAEA certified individuals must be offered the following case management services:

- 1) Comprehensive and specialized assessment of skill levels and service needs, including diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
- 2) Development of an ISS to identify employment goals and objectives, appropriate training to achieve those goals and objectives

- 3) Information on training available in local and regional areas, information on individual counseling to determine which training is suitable training, and information on how to apply for such training
- 4) Information on how to apply for financial aid including referring workers to educational opportunity centers described in section 402F of the Higher Education Act of 1965 (20 U.S.C. 1070a–16), where applicable; and notifying workers that the workers may request financial aid administrators at institutions of higher education (as defined in section 102 of such Act (20 U.S.C. 1002)) to use the administrators' discretion under section 479A of such Act (20 U.S.C. 1087tt) to use current year income data, rather than preceding year income data, for determining the amount of A-47 need of the workers for Federal financial assistance under title IV of such Act (20 U.S.C. 1070 et seq.)
- 5) Short-term prevocational services, including development of learning skills, communications skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for employment or training
- 6) Individual career counseling, including job search and placement counseling, during the period in which the individual is receiving a trade adjustment allowance or training under this chapter, and after receiving such training for purposes of job placement
- 7) Provision of employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including job vacancy listings in such labor market areas; information on job skills necessary to obtain jobs identified in job vacancy listings; information relating to local occupations that are in demand and earnings potential of such occupations; and skills requirements for local occupations
- 8) Information relating to the availability of supportive services, including services relating to child care, transportation, dependent care, housing assistance, and needs-related payments that are necessary to enable an individual to participate in training

MWAs must document that all eight case management services were offered. Case notes and/or a locally developed form are acceptable forms of documentation. Case management services must be entered in OSMIS upon the provision of such services.

The TRA-920, *Request for Determination of Entitlement to TAA/TRA* is required by the UIA as the initial Request for Determination of Entitlement to TAA/TRA. Immediately after intake, the TRA-920, *Request for Determination of Entitlement to TAA/TRA* must be forwarded to the TRA/Special Programs Unit of the UIA. Upon issuance, the [BWT-802](#), *Waiver of TAA Training Requirement* and [BWT-923](#), *TAA Training Application and Determination of Entitlement to Allowances* must also be forwarded to the TRA Unit.

Equal Opportunity

Equal Opportunity (EO) requirements as defined in BWT PI 09-30 must be followed in the delivery of services under the TAAEA. Documentation that local EO policies have been provided to participants must be included in all participant files.

Chapter 7 - TAAEA Deadlines

Training

No specific filing deadlines for training are established under the TAAEA.

Trade Readjustment Allowances

In accordance with UIA's rules, the deadline for applications, processing training enrollments, and/or waivers of training must be observed by the MWA staff to ensure TRA maintenance income.

To qualify for TRA payments, individuals certified under the TAAEA petitions must be either enrolled in training or issued a waiver of the training requirement by the latter of the last day of the 26th week of the individual's last qualifying separation or the last day of the 26th week after the certification (26/26), with a 45-day MWA issued extension for extenuating circumstances. Additional exceptions for participants who do not meet the 26/26 week deadline include:

- 1) 45 days extenuating circumstances; or
- 2) 60 days post notification; or
- 3) Application of Federal good cause; or
- 4) Equitable Tolling of TAAEA Deadline by the MWA.

In addition, eligibility for additional TRA requires enrollment in TAAEA-approved training within 30 days of the Monday following the last payable week on basic TRA. To be considered "enrolled" in training, an individual must have been approved for TAAEA training by the MWA (contract or agreement is signed by the worker, the MWA and the training institution) and training must commence within 30 days. The TAAEA-approved training must begin within 60 days of the Monday following the last payable week on basic TRA to be eligible for additional TRA (30 days to be "enrolled" and 30 days to begin training).

The date of approval of training is the last signature date on the contract or agreement, and this date must be used on the [BWT-923](#), *TAA Training Application and Determination of Entitlement to Allowances*.

Job Search Allowances

Job search allowance applications must be filed within the latter of:

- 1) 365 days of the date of certification covering the individual, or
- 2) 365 days of the individual's last qualifying separation, or
- 3) 182 days after completion of training

Relocation Allowances

Relocation allowance applications must be filed within the latter of:

- 1) 425 days of the date of certification covering the individual, or
- 2) 425 days of the individual's last qualifying separation, or
- 3) 182 days after completion of training

Reemployment Trade Adjustment Assistance (RTAA)

For individuals that have received TRA, the deadline to apply for RTAA is two years from reemployment minus the total weeks of TRA received. For individuals that have not received TRA, the deadline to apply for RTAA is the two-year period beginning on the earlier of the date of UI exhaustion or reemployment.

Equitable Tolling of Deadlines

All deadlines established under the TAAEA are subject to equitable tolling. Guidelines related to the equitable tolling of TAAEA deadlines are defined in WDA, PI 11-18.

Chapter 8 - Training

The purpose of TAAEA training is to assist [adversely affected workers](#) in obtaining the skills necessary to gain suitable, long-term employment. Authority for approval of training programs resides with the MWA. MWAs are responsible for accepting applications for training, which includes approving and denying training programs in accordance with established training approval guidelines. MWAs must work with adversely affected workers to find an approvable training program that is appropriate for the worker.

Only one training program can be approved per [certification](#), regardless of the funding source. The 20 CFR 617.22 (f)(2) states in part: “No individual shall be entitled to more than one training program under a single certification.” This does not prohibit a MWA from writing more than one training agreement for an individual, where appropriate. If an adversely affected worker is enrolled in a WIA funded training program, every effort must be made to approve that training under TAAEA.

There are two types of training programs in the TAA program: Classroom Training and Employer-Based Training. Classroom Training may include or be Remedial Training. Employer-Based training may consist of On-the-Job Training (OJT), an Apprenticeship or Customized Training.

Classroom Training

Classroom Training that is approved under the TAAEA program covers tuition, course fees, required books and supplies, and other items/services deemed necessary for completion of the training program. The MWA, in determining whether to approve Classroom Training, must determine the appropriateness of the length of training. The training must be of suitable duration to achieve the desired skill level to facilitate employment in the selected occupation. The maximum duration for any approvable training program is 130 actual weeks. The 130 weeks of training may be 100 percent occupational (classroom), or a combination of occupational, remedial, and [prerequisite training](#).

If a training program meets the duration requirements but will extend beyond the period in which TRA is available, the MWA must determine that the individual has sufficient personal resources to complete the training. (This information must be documented in the adversely affected worker’s file).

In order for an individual to receive training, they must meet, and the MWA must document, that the six training approval standards for training have been met, based on a comprehensive assessment. The comprehensive assessment must include an assessment of the individual’s skills, aptitude, and abilities (including reading and math levels). The MWA should also determine, in the comprehensive assessment, the individual’s interests as they relate to employment opportunities.

In addition, an ISS must be entered on the OSMIS for adversely affected workers entering TAA training. An ISS is a mutually developed plan between a participant and the MWA caseworker. An ISS has four sections: Client Characteristics, Employment Goal, Assessment and Action

Plan. The MWA may decide what sections are necessary on an individual basis in creating a comprehensive ISS. It is recommended that the ISS be completed in-person with the individual.

MWAs must not limit training options under TAAEA to those approved under the WIA approved training program list (Career Education Consumer Report). At minimum, training providers must be licensed to provide the requested training program.

Remedial Training

Remedial training consists of any program of study designed to upgrade the basic knowledge of adversely affected workers through such courses as adult basic education, basic math and literacy, English-as-a-Second-Language, and high school equivalency. Basic computer courses (such as basic keyboarding and basic software courses) are also included in the definition of remedial training. Remedial training may last any number of weeks up to the maximum allowable training weeks (130).

Prerequisite Training

Prerequisite Training consists of a required course (or series of courses) that must be completed before commencement of study for a particular program. TAAEA of 2011 allows adversely affected workers to be approved for prerequisite training, if the entire program can be completed within 130 weeks.

Part-Time Training

The TAAEA of 2011 allows adversely affected workers to attend training less than full-time. MWAs may approve training on a part-time basis if the adversely affected worker has reasonable justification. Justification must be included in the case file. Examples of reasonable justification include working and the lack of sufficient courses to equal full-time in one or more semesters/terms. Individuals participating in part-time training may not receive TRAs. Part-time training will be indicated on form BWT 923, *TAA Training Application*. If training status changes to or from part-time, a BWT 319, *Notice of TAA Participant Status* must be sent immediately to the TRA Special Programs Unit.

Application

Form BWT 923, *TAA Training Application* must be used to approve TAA training. Once a training contract is signed by all parties (adversely affected worker, training institution, and MWA), the BWT 923, *TAA Training Application* must be completed. The latest signature date on the contract should be used for the approval date on the BWT 923, *TAA Training Application*. Upon completion, Form BWT 923, *TAA Training Application* should be forwarded to the TRA Unit.

Distance Training

The USDOL has determined that distance learning may be considered classroom training when the degree or certificate received is equivalent to that which would have been received if the training had been conducted on campus. This interpretation expands the types of approvable

training to include distance training, where a participant completes all, or part of an educational, or vocational program, in a location far away from the institution hosting the training program. The final degree, or certificate conferred must be equivalent in content and standard of achievement, to the same program completed on campus or at an institutional training location. When the above condition is met, the USDOL will recognize that the training is of the type that normally takes place in an interactive classroom setting; therefore, it satisfies the requirement of the regulations and statutes.

In addition, in order for distance learning to be approved, all six training approval standards must be met in the same way as in any other training program.

Distance learning may, in some cases, be more self-paced than institutional training, which usually requires physical attendance at specific classes. MWA officials and TAA staff will need to work with distance learning providers to understand the specific requirements or milestones of the distance learning program and to ensure that the training provider keeps the agency informed of the student's adherence to those requirements.

The regulations at 20 CFR 617.18(b)(2) make a worker ineligible for TRA for any week in which the worker "ceases to participate" in training without "justifiable cause." Paragraph (b)(2)(ii)(C) of 617.18 defines "justifiable cause" as "such reasons as would justify an individual's conduct when measured by conduct expected of a reasonable individual . . ." Paragraph (b)(2)(ii)(B) of that section defines "ceased participation" as when a worker "fails to attend all scheduled training classes and other training activities scheduled by the training institution in any week of the training program without justifiable cause." Thus, if an individual who is enrolled in a distance learning program is not meeting all of the training institution's requirements, he or she is considered to have ceased participation in training, and the individual is ineligible for TRA for that week, unless a reasonable individual in the worker's situation would have missed meeting the requirements.

Satisfactory Participation

In order to continue in training and to receive bi-weekly TRA benefits from the UIA while attending TAA approved training, an individual must demonstrate satisfactory participation in training. Satisfactory participation is defined as attending all scheduled classes and training activities. Any failure to attend can be excused only when there is a "justifiable cause." Absence caused by factors beyond the worker's control such as weather is excusable. Absences due to the worker's inability to participate, such as illness, are also excusable. Each case must be reviewed individually, keeping in mind the goal of training completion.

Satisfactory participation in training is monitored by the TRA Unit using Form [BWT-923-A](#), *Bi-Weekly Request for Trade Readjustment Allowances*. This form is attached (by the adversely affected worker) to Form UIA-1785-2, *Biweekly Claims by Mail*. These forms are used by the UIA/TRA Special Programs Unit to determine eligibility for and process basic, additional, and completion TRA payments.

Satisfactory Progress

The MWA must also monitor satisfactory progress in training following a local policy. Requiring the adversely affected worker to turn in a copy of the BWT-923-A, *Bi-Weekly Request for Trade Readjustment Allowances*, every other week along with copies of all grade and/or progress reports is an example of a suitable way to monitor satisfactory progress in training.

Scheduled Breaks in Classroom Training

An individual who is otherwise eligible for TRA continues to be eligible for basic and additional weeks of TRA during scheduled breaks in training, but only if a scheduled break is no longer than 30 days *and* all of the following additional conditions are met:

- 1) The individual was participating in TAA training immediately before the beginning of the break; and
- 2) The break is provided for in the published schedule, or the previously established schedule of training issued by the training provider, or is indicated in the training program approved for the individual; and further
- 3) The individual resumes participation in the training immediately after the break ends.

The following formula is used to determine an individual's eligibility for payment during a break:

Begin with the day following the last day of scheduled training and count the days up to the last day of the break preceding the next scheduled day of training. Do *not* count the date of any weekend days on which training is not usually scheduled at the training facility. This means that for *some* facilities Saturday and Sunday will not be counted, and for some facilities only Sunday will not be counted. Do not count official state or federal holidays.

- 1) If the number of days counted is 30 or less, the individual can be paid during the entire break period. If the number of days counted is more than 30, the individual cannot be paid basic, or additional weeks of TRA, during the full weeks of the break. This means that basic, or additional weeks of TRA, for individuals in approved training cannot be paid during summer breaks. However, an individual can be paid for any week during which at least one day of training is scheduled and attended.
- 2) If a training facility closes before a scheduled break because of an emergency situation, any days of closing due to the emergency would not be counted as part of the break.
- 3) If an individual attends classes only two or three days in a week, the break is counted in the same manner explained above. The counting of break days is dependent on the schedule of the training facility, and *not* the schedule of the participant in training.

Breaks in TAA training may occur that are over 30 days if approved by the MWA. The requirement for breaks to be equal to, or less than 30 days applies only to the payment of TRA benefits. All breaks in training must be reported to the TRA Special Programs Unit.

Interruptions in Training

Generally, individuals in training must remain in training until it is completed. However, situations may arise in which it is absolutely necessary for an adversely affected worker to temporarily cease training. The manner in which interruptions of TAA-approved training is handled depends on the reason for the interruption. In general, individuals who *voluntarily* remove themselves from training for any reason cannot re-enter training. However, some exceptions may apply, especially in cases where the reason for the interruption is due to health or other personal reasons that are beyond the control of the individual. Bearing in mind that the objective of TAA training is the attainment of marketable skills, and the goal is attainment of employment, individuals may be allowed to return to TAA-approved training under the following circumstances, *to be evaluated by the designated MWA staff person*:

- 1) Whether the reasons for interrupting training can be remedied during a short period away from school, or
- 2) Whether training can be completed within 130 actual training weeks.

Any changes in training program ending dates must be documented. The UIA also must be notified if the individual is receiving TRA benefits (or is not yet receiving TRA because UI or extended benefits have not yet been exhausted). [BWT-319](#), *Notice of TAA Participant Status*, must be used for this process. For individual training agreements, the ending dates must be modified.

Individuals who are receiving TRA benefits, or are not receiving TRA because UI or extended benefits have not yet been exhausted, should be told that a period of interruption in training will affect their benefits and may affect their eligibility for future training. The waiver of availability and seeking work, based on participation in approved training, will *not* apply during the dropout period. The individual may also lose weeks of TRA weekly benefit eligibility or benefits.

There is no maximum amount of days that an adversely affected worker can temporarily cease training, as long as the interruption of training is approved by the MWA.

Removal from Training

MWA staff, in close contact with the individual and training institution, may find that although the school indicates “satisfactory participation” when verifying training attendance, the individual’s progress will not allow achievement of a marketable skill level by the end of the training program. In addition, an individual may drop scheduled classes without approval. Although acceptable to the school, this may not meet standards for training under the Trade Act. Other examples for removal from training include, but are not limited to, poor attendance without justifiable cause, failure to cooperate with the MWA, and falsifying attendance forms.

Bearing in mind that the objective of TAA training is the attainment of marketable skills, and the goal is attainment of employment, every effort should be made to assist individuals in completing their training programs. This includes approving tutoring or allowing an individual to repeat a course, if appropriate. However, if it becomes apparent that the individual, due to a lack of satisfactory progress or satisfactory participation, or other reasons, will be unable to

complete training within the specified time limits, consideration may have to be given to remove the individual from training.

If the MWA determines that an individual must be removed from TAA-approved training for any reason, written notification must be issued to the individual. Form [BWT-337](#) *Notice of Determination* may be used for this purpose. Notification can also be issued on a locally designed form, with a copy kept in the individual's file. Individuals may appeal a removal from training; therefore, appeal information must be included if using a locally designed form. The UIA/TRA Special Programs Unit must be immediately notified of a removal from training and the BWT-319, *Notice of Participant Status*, must be used for this purpose.

Special Component Training

MWAs must complete Form [BWT-518](#), *Special Component Training*, in order to provide special component training and/or seminars to address a break in training of over 30 days (for the purpose of continuing TRA benefits). Such training must adhere to the following guidelines:

- 1) Seminars or classes are consistent with the individual's training goals, as indicated on the training application and/or contract form.
- 2) Weeks during which seminars or classes take place are considered by the training facility to be weeks of full-time training.
- 3) The contract between the employment service provider and the training facility allows for these courses and are allowed for with funds under the Trade Act.

Pre-Separation Training

Training may be approved before separation for adversely affected "incumbent" workers. This provision defines an adversely affected incumbent worker as a worker who: (1) is a member of a group of workers that has been certified as eligible to apply for TAA benefits, (2) has not been totally or partially separated from employment and thus does not have a qualifying separation, and (3) is determined to be individually threatened with total or [partial separation](#) (has documentation of a future qualifying separation). A MWA may determine that a worker has been individually threatened with separation when the worker has received a notice of termination or [layoff](#) from employment. An adversely affected incumbent worker differs from an adversely affected worker in that the adversely affected incumbent worker has a future documented layoff scheduled that will occur between the eligibility dates of the TAA petition, but that layoff has not yet occurred.

The MWA also may accept other documentation of a threat of total or partial separation from the firm or other reliable source in making a determination that a worker is an adversely affected worker entitled to pre-separation training. The MWA must, upon notice of a certification, notify each worker covered by a TAA certification of program benefits as soon as possible after the partial or [total separation](#). The MWA satisfies this requirement by obtaining from the firm, or other reliable source, the names and addresses of all workers who were or became totally or partially separated before the MWA received the certification and within the [certification period](#), as well as workers subsequently separated during the certification period.

MWAs are required to notify workers of their possible entitlement to TAA training as soon as possible, before their partial or total separations. Thus, the MWA must identify, through the firm or other reliable source, the names and addresses of all adversely affected incumbent workers to permit the MWA to determine whether a worker is individually threatened with separation. Accordingly, MWAs must request a separate list of workers who are threatened with separation at the same time they request the list of adversely affected workers from the employer. “Pre-layoff training” is not the same as incumbent worker training programs allowable under WIA. The goal of WIA incumbent worker training programs is retraining the worker with new skills to allow the worker to continue employment with an employer. TAA pre-separation training is intended to allow earlier intervention where layoffs are planned in advance and the employer can specifically identify which workers will be affected. Adversely affected incumbent workers may begin training prior to layoff, thereby lessening the amount of time needed to complete the training program after the separation occurs, and lessening the worker’s overall length of unemployment. The criteria and limitations for approval of training for adversely affected incumbent workers are the same as they are for adversely affected workers, except that adversely affected incumbent workers may not be approved for OJT or Customized Training. Adversely affected incumbent workers, like adversely affected workers, are entitled to employment and case management services to ensure that they have the same assistance in developing a reemployment plan and choosing training.

MWAs must evaluate whether the threat of total or partial separation continues to exist for the duration of the pre-layoff training. This can be accomplished by verifying with the employer that the threat of separation still exists before each subsequent portion of the training is funded. If the threat of separation is removed during a training program, funding of the training must cease. The worker would be eligible to complete any portion of the training program where TAA funds have already been expended, but would not be eligible for further TAA funding of the training program in the absence of a threatened or actual separation from the [adversely affected employment](#). The worker may resume the approved training program upon the resumption of the threat or in the event of a total qualifying separation, if the six criteria for approval of the training are still met. TAA regulations permit a worker approval of one training program per certification. A training program begun prior to separation counts as that one training program, and the training plan should be designed to meet the long-term needs of the worker based on the expectation that they will be laid off. The training program should also take into account the availability of up to 130 weeks of training. Thus, while a pre-separation training program may be resumed, a worker who has participated in pre-separation training will not be eligible for a new and different training program.

Basic TRA Benefits

An individual who completes training may draw any remaining balance of Basic TRA benefits if otherwise eligible. No training waiver is required for individuals who have completed training. However, individuals must meet the extended benefits work test requirements. The UIA/TRA Special Programs Unit must be notified of the completion of training and the BWT-319, *Notice of Participant Status*, must be used for this purpose.

The UIA/TRA Special Programs Unit is responsible for determining whether individuals who leave or are removed from TAA-approved training while drawing basic TRA benefits may draw the remainder of those benefits. Individuals who leave training without good cause will be held

ineligible for the remainder of their basic TRA benefits. An individual who is removed from training due to failure, without good cause, to maintain satisfactory participation or satisfactory progress in training, will also be held ineligible for basic TRA benefits.

Employer-Based Training

Employer-based training may consist of OJT, Customized Training, or Apprenticeship programs.

On-the-Job Training (OJT)

OJT is training provided by an employer to an adversely affected worker who has been hired by the employer. OJT is conducted while the worker is engaged in productive work in a job that provides knowledge or skills essential to the full and adequate performance of the job. OJT is provided under a contract with an employer in the public or private sector.

OJT programs must meet the following requirements:

- 1) Is reasonably expected to lead to [suitable employment](#) with the employer offering the OJT
- 2) Is compatible with the skills of the worker
- 3) Includes a curriculum through which the worker will gain the knowledge or skills to become proficient in the job for which the worker is being trained
- 4) Can be measured by benchmarks that indicate that the worker is gaining such knowledge or skills

A MWA can enter into a contract (Form 891, *OJT Contract Under the Trade Act of 1974, as Amended*, may be used), to pay the employer not more than 50 percent of an individual's salary, paid in equal monthly installments, using TAA funds, for a maximum of 104 weeks. The individual must be engaged in learning new skills during OJT. If the job does not require 104 weeks of training time, the contract is written for the appropriate amount of time required to learn the skills. (Most OJT programs will not require 104 weeks of training). The contract must include the job description, a breakdown of each of the training objectives, and the number of hours devoted to each component. The training program cannot be a replacement for any individual during a union action.

A certification that the following provisions have been met must be included with all OJT agreements. Form [BWT-892](#), *Special Provisions for OJT Contracts*, can be used for this purpose.

- 1) No individual is on layoff from the same, or any substantially equivalent job for which the OJT is offered.
- 2) The Contractor has not terminated the employment of any regular employee or otherwise reduced the workforce of the Contractor, with the intention of filling the vacancy so created by hiring the OJT trainees.

- 3) The job for which the OJT trainee is being trained is not being created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- 4) The Contractor has not received payment from any other OJT program, which failed to meet the requirements described in Special Provisions 1 - 3 above, and in the provisions that are referred to in Clauses 13 and 15 of the OJT contract.

MWAs must not enter into OJT contracts with employers who have exhibited a pattern of failing to provide workers with continued long-term employment or reasonable wages, benefits, and working conditions.

Customized Training

Customized training is:

- 1) Designed to meet the special requirements for an employer or group of employers;
- 2) Conducted by a separate vendor, but with a commitment by the employer, or group of employers, to employ an individual upon successful completion of the training; and
- 3) For which the employer, or a group of employers, pays for a significant portion (but in no case less than 50 percent) of the cost of such training, as determined by the MWA.

Apprenticeships

Apprenticeship programs offer adversely affected workers employment and a combination of on-the-job learning and related instruction. Since, in apprenticeship programs, the employer pays all of the apprentice's wages, the on-the-job learning portion of apprenticeship training is not considered an OJT program. Apprentices are employed at the start of their apprenticeship and work through a series of defined curricula until the completion of their apprenticeship programs. The length of registered apprenticeship programs varies depending on the specific occupation. Adversely affected workers can access registered apprenticeship programs by contacting their State's Registered Apprenticeship Office (Contact information is available on-line at: <http://www.doleta.gov/oa/sainformation.cfm>). TAA funds can be used to pay for the expenses associated with related instruction (e.g., classroom and distance learning), tools, uniforms, equipment and/or books for an adversely affected worker's participation in a registered apprenticeship program. These TAA funds can be used until the worker reaches "suitable employment" (which is the purpose of training) or 130 weeks, whichever comes first, while participating in the registered apprenticeship program. Suitable employment means work of substantially equal or higher skill level than the worker's past [adversely affected employment](#), and wages for such work at not less than 80 percent of the worker's average weekly wage. Additionally, because registered apprenticeship combines classroom instruction with employment, adversely affected workers enrolled in a registered apprenticeship program may not be able to access TRA due to their income earned through wages. However, the use of the RTAA benefit may be an option for adversely affected workers who are being trained and employed through a registered apprenticeship program. In the case of a registered

apprenticeship, a key factor for access to and use of RTAA funds, are the wages for the workers' past adversely affected employment, as compared to their current wages while employed in a registered apprenticeship program, as well as meeting the age requirement of being age 50 or older.

Six Training Approval Standards

Training may be approved for an [adversely affected worker](#) if all six standards described below are met. Compliance with these standards must be certified by the MWA. Form [BWT-312, Training Approval Standards for Entitlement to TAA Training](#), must be used for this purpose. Each job seeker's training file must include the above form and evidence that all six training approval standards have been met, including results of assessments.

1) There is no suitable employment available for the adversely affected worker.

There is no suitable employment available for an adversely affected worker, either in the [commuting area](#) or outside the commuting area, in an area to which the worker desires to relocate with the assistance of a relocation allowance; and, there is no reasonable prospect of such suitable employment becoming available for the worker in the foreseeable future. Suitable employment means work of a substantially equal or higher skill level than the individual's past adversely affected employment, and wages for such work at not less than 80 percent of the individual's average weekly wage. Notification of a specific recall to adversely affected employment by the worker's firm in the same or essentially the same job is considered suitable employment if the recall is expected to be permanent and the worker's application for training must be denied. Individuals who leave training to accept recalls to work will not receive a second training approval if subsequently laid off. If an application for training is denied under these criteria, the MWA must document the availability of [suitable employment](#) through local LMI or job orders.

2) The adversely affected worker would benefit from appropriate training.

The training must enhance the individual's employability by providing vocational skills required by the stated occupational goal. Upon completion of training, the individual is job-ready. Training must be expected to improve the individual's chances of obtaining and retaining sustainable employment at higher wages than would have been obtained in the absence of training. A specific vocational goal must be entered on the training contract. The vocational goal must be one that prepares the individual for full-time employment with an employer. Self-employment, or commission-based employment, cannot be the vocational goal.

3) There is reasonable expectation of employment following completion of training.

The sole purpose of TAA training is to help the individual obtain full-time employment. Therefore, there must be a reasonable expectation that the individual will find a job using skills acquired through training given the labor market conditions expected to exist at the time of training completion. A reasonable expectation of employment following completion of such training means that, given the job market conditions expected to exist

at the time of the completion of the training program, a reasonable expectation exists that the worker is likely to obtain suitable employment. The job market conditions considered must be limited to those in the worker's commuting area or in an area where the worker desires to relocate with the assistance of a relocation allowance. When no apparent demand exists, and employment prospects are questionable, an individual can be asked to provide justification for training. For example, a letter from prospective employers on company letterhead stating a willingness to consider hiring the individual upon completion of the proposed training would constitute adequate justification for training approval.

4) Approved training is reasonably available from either governmental agencies or private sources.

Training should be reasonably accessible to the individual, at no cost to the individual, within the individual's commuting area, at any governmental, educational, or private training provider, including OJT and customized training. Emphasis must be given to finding accessible training for the individual, although this does not preclude training outside the commuting area. Whether the training is within, or outside, the commuting area, training must be available at a reasonable cost as outlined in item 6.

Training at a facility outside of the local commuting area will be approved only if such training is not available within the commuting area. Individuals can attend training outside of Michigan under the aforementioned circumstance, or if the individual resides near the state line and the training is within the commuting area. However, the training facility must be licensed by the state in which it is located in order to be approved.

5) The adversely affected worker is qualified to undertake and complete such training.

Evidence that the individual has the basic skills, aptitude, and financial resources to complete training must be documented on an ISS. Evaluation of the adversely affected worker's background must determine that the worker's knowledge, skills, abilities, educational background, work experience, and financial resources are adequate to undertake and complete the specific training program being considered. The MWA must consult the adversely affected worker's comprehensive assessment to determine whether the worker is qualified to undertake and complete the training.

The individual must have a plan to meet living expenses while in training. The MWA case manager only determines whether the individual's plan seems realistic. Staff need not request supporting evidence, such as financial records, or affidavits from friends or family members that promise financial support. The fact that financial resources have been discussed is the only documentation needed on the form. When an adversely affected worker has inadequate financial resources to complete a selected TAA training program, regardless of whether it exceeds the duration of UI and TRA payments, then that training must not be approved and consideration must be given to other training opportunities or related workforce development programs' assistance available to the worker.

Individuals must maintain satisfactory progress toward the vocational goal. Copies of attendance and grade reports should be requested and reviewed on a regular basis. Failure by the adversely affected worker to maintain satisfactory progress can result in removal from the program.

6) Such training is suitable for the adversely affected worker and is available at a reasonable cost.

Suitable for the worker means that the training being considered meets the fifth training approval standard and that the training is appropriate for the worker given the worker's basic skills, aptitude, background, and experience.

If training of comparable quality is available at several institutions within the commuting area, the institution offering the most reasonable cost will be approved.

Training that is self-financed, in whole or in part, is not deemed reasonably available, and is therefore NOT approvable. Self-financed training includes any program or plan that might require the individual to pay any portion of training costs, no matter how small. Friends, relatives, and student loan programs are not acceptable sources. A fraternal organization is not an acceptable funding source, unless it operates an established program to fund training and does not require repayment. However, job seekers in self-financed training may apply for TAA approval beginning with the next school semester, or other future period, not paid by the individual. MWAs may not consider student financial assistance (Pell Grants, Work-Study program, and other federal or state loans and grants) in approving training. This allows a worker to use student financial assistance for living expenses instead of tuition and thus provides the worker income support during training. However, the student may voluntarily choose to apply student financial assistance to the costs of training, if the training would not be approved otherwise due to cost.

Training not meeting all six training approval standards must be denied. The MWA staff must issue a written denial of training to the adversely affected worker (Form [BWT-923](#), *TAA Training Application*, may be used). The adversely affected worker may appeal such denial.

Funding Sources for Training

Regardless of the funding source, the TAAEA program allows only one approved program of training per certification. Trade Act funded training prohibits the use of personal funds of the worker, friends or relatives for training. WIA, or other employment service funding, may be used or combined with TAAEA funds to pay the costs of training. As stated above, MWAs may not consider student financial assistance (Pell Grants, Work-Study program, and other federal or state loans and grants) in approving training.

If funding is from a source other than the Trade Act, the source of training funds can be verified by using Form [BWT-880](#), *Training Verification*. The MWA staff completes the top portion of the form, obtains the adversely affected worker's signature for release of information, and sends two copies to the training facility or funding source. One copy is retained in the applicant's file folder. The training facility or funding source completes the verification section, retains one

copy, and mails a copy to the local MWA. Upon receipt of the completed form, the MWA staff can then continue the training approval process.

Training Caps

MWAs may approve Trade Act funded training up to \$15,000 annually, per participant. All training costs, including travel or subsistence allowances, as applicable, must be included in cost calculations, when determining the cost of training.

WDA PI 7-30, Change 6, provides additional information regarding the training cap, including the process for requesting a waiver from the cap, on an individual participant basis.

Transportation and Subsistence Payments

MWAs determine eligibility for transportation and/or subsistence allowances, issue denials when appropriate, and make appropriate approved payments. The MWA must determine whether transportation to the training site, or subsistence to maintain a residence near the training site, is more economical and approve the lesser of the two.

Transportation

An individual is afforded supplemental assistance necessary to pay transportation expenses if the individual's training site is outside the commuting area. Fifty miles or more from the individual's home to the training facility is considered outside the commuting area. An individual may not receive transportation assistance if transportation expenses are covered under another federal law, if the individual is entitled to be paid or reimbursed for such expenses from any other source, or, if transportation is arranged as part of a group and paid for by another agency or organization.

If approved for transportation allowances, individuals are to receive the actual cost for travel from their official residence to the training facility (if using public transportation) or the cost per mile (if using a private vehicle) at the prevailing mileage rate authorized by the federal travel regulations, whichever is less. Therefore, if an individual qualifies for mileage under TAAEA, the individual is to receive the full mileage amount from starting location to ending location. If the mileage is 55 and state policy is 50 miles, the individual must be reimbursed for all 55 miles.

Transportation allowance will be paid for travel:

- 1) For one round trip to/from the participants primary residence to the [separate maintenance](#) location, in cases where a participant is receiving subsistence per semester/term; or
- 2) For daily commuting, in lieu of subsistence.

However, mileage payment may not exceed the amount otherwise payable as subsistence for each day of commuting. As a result, MWAs must calculate the amount that would be payable as subsistence in order to determine which of the two amounts is paid. Transportation and subsistence payments cannot be issued for the same day.

Applications for transportation payments are filed on forms furnished to individuals by the MWA. Payments may be made in advance. An adjustment is made if the amount of an advance is less, or more, than the amount to which the trainee is entitled.

Form BWT-923, *TAA Training Application* may be used as the initial application for determination for transportation allowances.

Form BWT-923-A, *Bi-Weekly Request for Trade Readjustment Allowances*, must be completed and signed by the training facility on a bi-weekly basis before a transportation allowance is paid.

For current mileage and per diem rates, refer to: <http://www.gsa.gov>.

Subsistence

Individuals are afforded supplemental assistance necessary to pay costs of separate maintenance when the training facility is located outside the commuting area. To qualify for a subsistence allowance, the individual must maintain a regular residence in addition to a residence at the training site. The training site must be *outside* of the commuting area (50 miles or more). However, the individual may not receive supplemental assistance for any period for which he or she receives a payment under the WIA, or any other program. Furthermore, the individual may not receive payments for any day that a transportation allowance is payable, or to the extent the individual is entitled to be paid or reimbursed for such expenses from any other source. A subsistence payment will not be made to an individual for any day of absence from training as certified by the responsible training facility.

Payment may be made upon receipt of proof of attendance. Form BWT-923, A *Bi-Weekly Request for Trade Readjustment Allowances*, may be used for this purpose. However, a MWA may determine an advance payment is necessary to enable an individual to begin training. An adjustment can then be made if the amount of the advance is less, or more, than the amount to which an individual is entitled.

Subsistence payments will not exceed the lesser of one of the following:

- 1) The individual's actual expenses for subsistence, or
- 2) Fifty percent of the prevailing per diem rate authorized under the federal travel regulations for the locale of the training.

The full per diem rate is used to determine 50 percent of the prevailing per diem rate authorized under the federal travel regulations. For example, if the lodging rate for a town is \$60 and meals and incidentals (or M&IE) is \$30, both amounts would make up the total per diem. Therefore, \$45 would be used as 50 percent of the prevailing per diem rate in this case.

Form BWT-923, *TAA Training Application* may be used as the initial application and determination for subsistence allowances.

Before approving transportation or subsistence payments for individuals, MWAs should ensure that they are paying individuals at the correct mileage and per diem rates.

For current mileage and per diem rates, refer to: <http://www.gsa.gov>.

Determinations for transportation and/or subsistence payments are made at the time a training plan is approved. Participants are not entitled to transportation and/or relocation payments should they relocate more than 50 miles from the training provider while enrolled under an approved training plan that did not include transportation and/or subsistence payments. In such cases, the MWA shall apply discretion in adhering to the approved training plan, modifying the approved plan to include a training provider within 50 miles of the participant's new residence, or modifying the approved training plan to include transportation and/or subsistence payments.

Training Contracts

The Trade Manual includes two form options for training contracts or agreements:

- [BWT-881](#), *Institutional Training Contract* – includes detailed information regarding the training institution, courses to be provided, breakdown of expenses, and justification for approval of training
- [BWT-336](#), *Training Agreement Form* – includes the minimum requirements for a TAAEA training agreement

A MWA may use either provided form, or create a locally developed TAAEA training contract or agreement. At a minimum, the MWA must have a training agreement in the case file that contains signatures of the adversely affected worker, the training institution, and the MWA. This is required with the use of a Debit Card System, as well.

A MWA may write training contracts or agreements for the entire training period, but funds may only be obligated for one fiscal year at a time (see Form BWT-881, *Institutional Training Contract* for sample language on obligating for one fiscal year).

If BWT-881, *Institutional Training Contract* or BWT-336, *Training Agreement Form* is not used, the MWA must have a training agreement in the case file that contains signatures of the adversely affected worker, the training institution, and the MWA.

Supplies and Equipment

At times, items/services, such as those listed below, may be required in order to complete training. When these items/services are purchased directly from the training facility or employer, they may be included in the original training agreement, or added by using a modification. When required items cannot be purchased from the training institution or the employer directly, an agreement with an individual vendor may be entered into (Form [BWT-900](#), *Supportive Service Agreement*, may be used). Examples of items a supportive service agreement might be written to include are:

- 1) General Equivalency Diploma exams prior to entrance into a vocational program
- 2) Physical exams and immunizations required for entrance into training programs
- 3) Calculators
- 4) Books

- 5) Tools
- 6) Uniforms, and
- 7) Pens, pencils, paper, and notebooks

The following items are NOT allowable under Trade Act:

- 1) Car repairs
- 2) Childcare
- 3) Regular clothing
- 4) Parking
- 5) Personal computers, and
- 6) Items not deemed essential to the completion of the training program

Required Training Forms

BWT-312, *Training Approval Standards for Entitlement to TAA Training*
 BWT-319, *Notice of TAA Participant Status* (when applicable)
 BWT-518, *Special Component Training* (when applicable)
 BWT-802, *Waiver of Training Requirement*
 BWT-923, *TAA Training Application*
 BWT-923-A, *Bi-Weekly Request for Trade Readjustment Allowances*

Optional Training Forms

BWT-197-A, *Sub-Agreement Modification and De-obligation Notice for Contract Funds*

BWT-626, *Employability Plan*

BWT-880, *Training Verification* (may be used when writing modifications to the original contract, or de-obligating unused funds)

BWT-891, *OJT Contract*

BWT-892, *Special Provisions for OJT Contracts Under the Trade Act of 1974, as Amended*

BWT-900, *Supportive Service Agreement* (may be used to enter into an agreement with a vendor to purchase required supplies and/or equipment)

BWT-901, *Applicant Certification for Training-Related Clothing, Equipment, or Tools* (may be used when it is necessary for adversely affected workers to certify items purchased are required for the training program and conditions for use)

File Requirements

Required for all Training Participants regardless of type of training:

- 1) Signed TAAEA Registration Form

- 2) Signed acknowledgment of Equal Opportunity policy
- 3) Verification that case management services were offered
- 4) TAAEA eligibility documentation (proof of qualifying separation)
- 5) Petition certification
- 6) Proof of Veteran status (if applicable)
- 7) BWT-923, *TAA Training Application*
- 8) Assessments (Ability and Interest)
- 9) ISS (OSMIS entry is sufficient)
- 10) Training Benchmarks
 - a) Verification of satisfactory progress
 - b) Verification satisfactory participation
- 11) BWT-312, *Training Approval Standards for Entitlement to TAA Training*
- 12) Documentation supporting approval of six training approval standards on BWT-312, *Training Approval Standards for Entitlement to TAA Training*
 - a) Suitable employment is not available (LMI and/or Job Search documentation)
 - b) The worker would benefit from appropriate training (Assessments)
 - c) There is reasonable expectation of employment following completion of training (LMI or letters from prospective employers)
 - d) Training approved is reasonably available to the worker from either public or private sources, provided by a licensed facility, within 130 weeks, and for the purpose of full time employment (Training Agreement and ISS)
 - e) The worker has the basic skills, aptitude, and financial resources to undertake and complete training (Assessments and ISS)
 - f) Such training is suitable for the worker and available at a reasonable cost (Assessments and training contract)
- 13) Financial tracking of all training expenses
- 14) Documentation of completion or withdrawal of training program (if applicable)

- 15) Exit documentation (if applicable)
- 16) BWT-319, *Notice of TAA Participant Status* (if applicable)
- 17) Outcome documentation for the four quarters after exit (if applicable)

Also required for Classroom or Apprenticeship Participant

Training Contract (BWT-881, *Institutional Training Contract* or BWT-336 *Training Agreement Form* may be used)

Also required for OJT Participant

- 1) OJT Contract (BWT-891, *OJT Contract* may be used)
- 2) Certification that all provisions for the OJT contract have been met (BWT-892, *Special Provisions for OJT Contracts* may be used)
- 3) Verification of suitable reemployment

Also required for Customized Training Participant

Customized Training Contract

Chapter 9 - Establishment of Training Benchmarks

Establishment of training benchmarks is a required component of an ISS for all TAAEA approved training participants. Training benchmarks strengthen and standardize case management efforts, provide early intervention and allow for the modification of training plans in jeopardy of failing to increase training completion and credentials.

The establishment and meeting of benchmarks at set intervals is required for the receipt of Completion TRA by a participant.

To ensure the participant has substantially met the performance benchmarks in the approved training plan, the MWA must evaluate satisfactory progress against the following two benchmarks at intervals of 60 days, beginning with the start date of the training plan. The two training benchmarks are:

- 1) Maintain satisfactory academic standing; and
- 2) On schedule to complete training within the timeframe identified in the approved training plan.

Documentation of Benchmarks

From the beginning and the duration of the training program, MWAs must review and document benchmarks every 60 days. Documentation for the case file may include, but is not limited to:

- 1) BWT 923A, *Bi-weekly Request for Trade Readjustment Allowances*
- 2) Training vendor documentation
- 3) Case manager verification
- 4) Participant provided documentation

The OSMIS has been modified to include provisions for the establishment and tracking/updating of benchmarks.

Non-compliance of Training Benchmarks

If upon review and documentation of the benchmark standards, the participant has failed one or both of the benchmarks, the following shall take place:

- 1) The first failed review of a benchmark would result in a documented warning.
 - a) Constitutes a discussion with the participant to acknowledge future implications.
- 2) The second failed review of a benchmark results in a modification to the training plan or the participant will no longer be eligible for Completion TRA.

Subsequent to the second failed review and modification of the training plan, the participant is expected to continue to meet benchmarks every 60 days and is held to the same non-compliance procedure for the duration of the training plan.

In cases where payment of Completion TRA is denied, the participant may appeal the determination through the TRA appeals process.

Chapter 10 - Waiver from the Training Requirement

Basic TRA is payable to participants who are enrolled in TAAEA approved training, are participating in or have completed TAAEA approved training, or have received a waiver of the requirement to participate in TAAEA approved training.

Under the TAAEA of 2011, the payment of TRA benefits require the [adversely affected worker](#) to be enrolled in training or receive a waiver from the training requirement within the latter of two dates (26/26):

- 1) The last day of the 26th week after issuance of the [certification](#) of eligibility covering the individual, or
- 2) The last day of the 26th week after the individual's most recent total qualifying separation

* An additional 45 days after the later of the two above dates may be granted for extenuating circumstances. In cases where the participant was not notified, 60 days for post-notification may be granted. Federal Good Cause or Equitable Tolling may also be applied (as explained below).

A waiver from the training requirement may be issued under one of the following circumstances:

- 1) **Health** - the worker is unable to participate in training due to the health of the worker, except that this basis for a waiver does not exempt a worker from the "available to work, active work search, or refusal to accept work" requirements under Federal or State unemployment compensation laws.
- 2) **Enrollment Unavailable** - the first available enrollment date for the worker's approved training is within 60 days after the date of the determination made under this paragraph, or, if later, there are extenuating circumstances for the delay in enrollment, as determined under guidelines issued by the Secretary.
- 3) **Training Not Available** - training approved by the MWA is not reasonably available to the worker from governmental agencies or private sources, no suitable training for the worker is available at a reasonable cost, or no training funds are available.

If one of the three waiver reasons does not apply to the participant, the MWA may deny the waiver. The participant may, upon disagreement, choose to appeal to the ALJ, as outlined in Chapter XVI.

MWAs are responsible for issuing, continuing, extending, revoking and denying training waivers and the Form BWT 802, *Waiver of Training Requirement* must be used for these purposes.

Training waivers are originally issued for a period of six months, but may be extended after six months by any period of time to cover an adversely affected worker's eligibility period for Basic TRA. Training waivers must be reviewed every 30 days, the initial or first review can be 90 days after issuance and then every 30 days thereafter.

Exceptions to the 26/26 week Deadline

45 Day Extenuating Circumstance - Adversely affected workers who did not meet the 26/26 deadline due to extenuating circumstances, but applied within 45 days from that period, may be granted the waiver. Extenuating circumstances are unusual situations that are beyond the direct control of the adversely affected worker and that make enrollment within the otherwise applicable deadline impossible or impractical.

60 Day Post Notification - This exception may be applied to adversely affected workers who did not meet the 26/26 week deadline because they were not notified of the TAAEA benefits, however upon notification applied for the waiver within 60 days. If applied, MWAs must document efforts to notify all workers. Reasons to apply this exception are as follows:

- 1) Due to MWA or company error
- 2) Name did not appear on list provided by employer
- 3) Temporary Agency employees not included on lay-off list

Federal Good Cause - This exception allows for a MWA to consider the following factors when time limitations of TRA or enrollment in training have not been met:

- 1) Whether worker acted in the manner that a reasonably prudent person would have acted under the same or similar circumstances.
- 2) Whether the worker received timely notice of the need to act before the deadline passed.
- 3) Whether there were factors outside the control of the worker that prevented the worker from taking timely action to meet the deadline.
- 4) Whether the worker's efforts to seek an extension of time by promptly notifying the MWA were sufficient.
- 5) Whether the worker was physically unable to take timely action to meet the deadline.
- 6) Whether the worker's failure to meet the deadline was because of the employer warning, instructing, or coercing the worker in any way that prevented the worker's timely filing of an application for TRA, or to enroll in training.
- 7) Whether the worker's failure to meet the deadline was because the worker reasonably relied on misleading, incomplete, or erroneous advice provided by the MWA.
- 8) Whether the worker's failure to meet the deadline was because the MWA failed to perform its affirmative duty to provide advice reasonably necessary for the protection of the worker's entitlement to TRA.
- 9) Whether there were other compelling reasons or circumstances which would prevent a reasonable person under the circumstances presented from meeting a deadline for filing an application for TRA or enrolling in training including:
 - a) Neglect, a mistake, or an administrative error by the MWA,

- b) Illness or injury of the worker or any member of the worker's immediate family,
- c) The unavailability of mail service for a worker in a remote area,
- d) A natural catastrophe such as an earthquake, fire, or flood,
- e) An employer's failure or undue delay in providing documentation, including instructions, a determination, notice, or pertinent and important information,
- f) Compelling personal affairs or problems that could not reasonably be postponed in such as an appearance in court, or an administrative hearing or proceeding, substantial business matters, attending a funeral, or relocation to another residence or area,
- g) The state failed to effectively communicate in the worker's native language and the worker has limited understanding of English,
- h) The loss or unavailability of records due to a fire, flood, theft or another similar reason. Adequate documentation of the availability of the records includes a police, fire or insurance report, containing the date of the occurrence and the extent of the loss or damage.

Denial of a Waiver

In cases where the adversely affected worker's failure to meet the deadline for applying for TRA or enrolling in training was the worker's own negligence, carelessness, or procrastination, the MWA cannot apply any exception to the deadline and a denial must be issued. A denial of a waiver must be documented on Form [BWT-802](#), *Waiver of TAA Training Requirement*, and a copy must be provided to the adversely affected worker and the TRA Unit. Any adversely affected worker who is denied a waiver must be given the opportunity to appeal the determination (information on appeal rights is located on BWT-802, *Waiver of TAA Training Requirement*). Furthermore, all redeterminations and decisions by Administrative Law Judges regarding waivers must be provided to the TRA Unit. Refer to Chapter 16 for more information on the appeal process.

Revocation and Expiration of Waivers

The MWA must revoke a waiver once a participant enrolls in TAA-approved training, and may revoke it if it determines for other reasons that the basis for the waiver is no longer applicable to the participant. However, once a waiver is revoked, it cannot be reissued unless the revocation is reversed by re-determination or appeal decision. If a waiver is revoked, both the participant and the TRA Unit must be notified in writing of this action.

A waiver must be revoked under the following circumstances:

- 1) The reason for the waiver no longer exists (see Waiver Review Section),
- 2) The participant refuses to participate in waiver reviews (per local policy),

- 3) Basic TRA benefits are exhausted, and/or
- 4) The 104-week eligibility period for Basic TRA has expired.

A participant has the right to protest a waiver revocation, and must be advised of this right when being notified of the action. Notification can be done with the BWT-802 form, or with a locally designed document. If using a locally designed document, the notification must include the language relating to protest rights contained on the BWT-802 form.

If waivers reviews are not conducted and no other services are provided to a participant for 90 days, OSMIS will “System Exit” the registration. This action is taken to exit the registration, but it does not constitute a determination of ineligibility. It is not permissible to allow a registration to System Exit on the OSMIS, but not take an action on the waiver. As stated in the Waiver Review section, in no case may a waiver exist without waiver reviews. The MWA is informed of upcoming System Exits, and must determine whether the waiver should be revoked.

MWAs must create a TAAEA Waiver policy that describes local procedures for issuing, reviewing, denying, and revoking waivers.

File Requirements

Waiver Review Participant

- 1) Signed TAA Registration Form
- 2) Signed acknowledgment of Equal Opportunity policy
- 3) Verification that case management services were offered
- 4) TAA eligibility documentation (proof of qualifying separation)
- 5) Petition certification
- 6) Proof of Veteran status (if applicable)
- 7) BWT-802, *Waiver of TAA Training Requirement*
- 8) Documentation of Waiver Reviews
- 9) Documentation of Waiver extension (if applicable)
- 10) Exit documentation (if applicable)
- 11) Outcome documentation for the four quarters after exit (if applicable)

Chapter 11 - Job Search Allowances

General Information

Job search allowances (CFR 617.30) may be provided to [adversely affected workers](#) to help them secure [suitable employment](#) outside of the normal [commuting area](#) (fifty miles one-way from the participants residence), by allowing partial reimbursement of pre-approved job interview expenses.

A totally or partially separated worker may submit a job search application for request for job search allowances (BWT-925-A, *Request for Job Search Allowances*, or a locally designed form may be used) at any time, regardless of whether a [certification](#) covering the worker has been made. The job search may not be approved until after the adversely affected worker is covered under a certification. Job search allowances include reimbursement to the worker of not more than 90 percent for travel, meals, and lodging expenses the maximum limit is \$1,250. Job search allowance is reduced by any amount the participant is entitled to be paid or reimbursed for such expenses from any other source. MWAs determine eligibility for job search allowances, issue denials when appropriate, and make appropriate payments.

A Job Search allowance application must be submitted by:

- 1) 365 days after the date of the certification *or* [layoff](#); whichever is later, or
- 2) 182 days after the completion date of TAAEA approved training

The following requirements apply to all requests for job search allowances and must be documented in the adversely affected worker's file:

- 1) The application is filed before the job interview takes place and within the designated time limits.
- 2) The worker is totally separated from adversely affected employment at the time the job search begins.
- 3) The worker is registered in the Michigan Talent Bank.
- 4) The worker has no reasonable expectation of securing suitable employment within the commuting area (documented job search in file) and has a reasonable expectation of obtaining suitable, long-term employment in the area where the job search will be conducted.
- 5) The job search must be completed within 30 days from the day on which an application was filed. A job search is completed when the worker either secures suitable employment or has interviewed with the employer(s) as planned.
- 6) The MWA verifies interview(s) with employer(s) certified by the worker. Verification can be via phone or writing, but must be in participant file and OSMIS. Verification must contain date of interview, who interview was with, occupation and potential wages.

MWAs may advance a participant up to 60 percent of the estimated amount of the job search allowance, up to \$360, within five days before commencement of the approved job search. Advances are deducted from payment of the total job search allowance. The participant certifies on forms furnished by the MWA that a job interview(s) occurred and to the amount expended daily for lodging and meals. Receipts must be submitted for meals and lodging.

Types of Job Search Allowances

Job Search Allowances can cover no more than 90 percent of the cost of transportation, lodging, and meal expenses associated with the interview(s) with the maximum being \$1,250.

Transportation Expenses

Payment amount for travel allowance may not exceed the lower cost of the following:

- 1) The actual cost of a round trip by the most economical public transportation the participant can reasonably be expected to take from his or her residence to the area of the job search; or
- 2) The prevailing mileage rate authorized by federal travel regulations for round-trip travel between the participant's residence and the area of the job search.

Time spent on travel may be used for justification for allowing participants to travel with their own vehicle (using the prevailing mileage rate authorized by federal travel regulations) if the cost comparison is not exceptionally varied from public transportation.

Lodging and Meal Expenses

Payment amount for lodging and meals may not exceed the lower cost of the following:

- 1) The actual cost to the participant for lodging and meals while engaged in the job search; or
- 2) Fifty percent of the prevailing per diem allowance rate authorized under federal travel regulations for the locality where the job search is conducted. It is allowable to pay 50 percent of the prevailing per diem allowance rate in the absence of actual receipts.

MWAs must utilize and include at minimum, three quotes for airfare for job search allowances involving air travel.

For current mileage and per diem rates, refer to: <http://www.gsa.gov>.

Job Search Allowance Forms

- 1) While some TAAEA forms are required by the WDA use by MWAs, many forms provided in this policy issuance are optional. A MWA may choose to use forms of local design in place of the optional forms.

- 2) The optional form for Job Search Allowances is [BWT-925-A](#), *Request for Job Search Allowances*.

File Requirements

Job Search Allowance Participant:

- 1) Signed TAA Registration Form
- 2) Signed acknowledgment of Equal Opportunity policy
- 3) Verification that case management services were offered
- 4) TAA eligibility documentation (proof of qualifying separation)
- 5) Petition certification
- 6) Proof of Veteran status (if applicable)
- 7) Request for job search allowances (BWT-925, A *Request for Job Search Allowances* or a local form)
- 8) Verification that suitable employment is not available in commuting area
- 9) Verification of all interviews (or job search activities) covered under request for job search allowances
- 10) Verification that all interviews (or job search activities) are related to suitable employment
- 11) Comparisons/quotes for costs related to job search
- 12) Receipts related to expenses covered in Request for Job Search
- 13) Financial tracking of expenses
- 14) Exit documentation (if applicable)
- 15) Outcome documentation for the four quarters after exit (if applicable)

Chapter 12 - Relocation Allowances

General Information

Relocation allowances (CFR 617.40) may be provided to [adversely affected workers](#) certified under the TAAEA of 2011, enabling the worker and his/her [family](#) to relocate within the United States for [suitable employment](#). Payments for relocation are authorized by the MWA based on the eligibility factors listed below.

A relocation allowance is paid to a participant only once under a given [certification](#). It is not paid to more than one member of a family for a given relocation. Relocation allowances do not cover job search costs for which separate provisions exist. Also, relocation allowances cannot be denied or reduced due to prior payments of job search allowances. Before payment of relocation allowances can be approved, the MWA must verify the following:

- 1) The participant has no reasonable expectation of securing suitable work in the [commuting area](#), i.e., evidence of work search, etc.
- 2) The participant obtained [suitable work](#), or that the participant received a valid offer of suitable work in the relocation area. Offer needs to be in writing providing name of company and wages that the participant will be earning.

The form and format of the verification is at the discretion of the local MWA director.

If a participant from another "liable" state chooses to relocate to a local MWA service area, the local MWA, as an "agent" for that [liable state](#), must assist the incoming participant with the relocation process. This includes the filing of a relocation application (BWT-925, *Request for Relocation Allowances* may be used), if required, providing a verification of employment, and any other information necessary to assist the liable state in approving and paying the appropriate relocation allowances to the incoming participant. Registration with the state agency providing the payment references, the "liable" state and/or "agent" state issue as addressed in the regulations at Title 20 CFR, Part 617.3 and Title 20 CFR, part 617.26. The liable state is the state in which the participant has current UI entitlement and is typically the state that the participant is *leaving* in a relocation process.

A relocation allowance application must be submitted by:

425-days after the date of the certification *or* layoff; whichever is later, or
182 days after the completion date of TAAEA approved training.

Note: Applications may be filed at any time, but are approved for a worker only after they are covered under a certification. The application must be filed before the relocation takes place.

The following requirements apply to all requests for relocation allowances and must be documented in the adversely affected worker's file:

- 1) [Total separation](#) from adversely affected employment at the time relocation begins;
- 2) No prior payment of a relocation allowance under the same certification;
- 3) Relocation within the U.S. and outside the worker's commuting area;
- 4) Registration with the state agency providing the payment of the relocation allowances;
- 5) Demonstration that the worker has no reasonable expectation of finding suitable employment in the local area, but has obtained suitable employment outside the commuting area; and
- 6) Relocation will take place within a reasonable time after approval.

As it is not uncommon for both spouses to be employed by a single employer, and thus both becoming Trade certified, payment of relocation allowances is limited to only *one* of the participants in a family unit to prevent duplication of payments for a single relocation. If both members apply, and both qualify, payment is made to the individual designated by them as head of household.

Relocations must be started and completed within a reasonable time. The MWA approves final payments of relocation allowances based on the determination that the relocation meets the "reasonable time" requirement. Factors considered by the MWA include:

- 1) Beginning - The relocation must actually begin with the latter of the following:
 - a) within 182 days after the application for relocation allowances was signed by the adversely affected worker, or
 - b) 182 days after the completion of approved training.
- 2) Completion - No specific time frames are required. The MWA may consider relevant factors such as the difficulty of obtaining suitable housing in the area of relocation, the difficulty of disposing of housing in the area being left, health conditions of family members, school enrollments of family members, etc., in making a determination if the relocation was completed in a timely manner.

Types of Relocation Allowances

Allowing that payments will be reduced by any amount the participant is entitled to receive for relocation expenses from any other source, allowances may be paid as follows:

- 1) 90 percent of the travel expenses (transportation, lodging, and meals) of the participant and family members making the relocation; *and*
- 2) 90 percent of the expense of moving the household goods and personal effects of the participant and family; *and*
- 3) A lump sum payment (not taxable income) equal to three times the participant's average weekly wage, not to exceed \$1,250.

Transportation Expenses

Payment amount for transportation may not exceed lowest cost of the following:

- 1) Public transportation, using the most cost-effective mode reasonably available in the area (bus, train, commercial air, etc.), or
- 2) The cost per mile for travel by the participant's personal automobile (maximum of two) at the prevailing rate authorized by current federal travel regulations.

Cost comparisons must be present in file.

Travel expenses may be paid for family members traveling at separate times from the participant if health, school, or economic circumstances justify such separate travel. However, in no case may a travel allowance for the worker, or family, be paid more than once in connection with a single relocation.

Lodging and Meal Expenses

Payment amount for lodging and meals may not exceed the lower cost of the following:

- 1) The actual cost to the participant for lodging and meals while in travel status; or
- 2) Fifty percent of the prevailing per diem allowance rate authorized under federal travel regulations for the locality where the relocation is conducted.

It is allowable to pay 100 percent of 50 percent of the prevailing per diem allowance rate in the absence of actual receipts.

For current mileage and per diem rates, refer to: <http://www.gsa.gov>.

Moving Expenses

Payment amount for moving expenses may not exceed lower cost of one the following:

- 1) **Relocation using commercial carrier services:** Costs for packing, moving, and unpacking of household goods and personal effects, to a maximum amount not exceeding the maximum net weight authorized by current federal travel regulations. This includes reasonable and customary accessorial charges, as well as insurance on goods up to actual cash value.
- 2) **Relocation using a trailer:** If a privately owned trailer is pulled by the individual's personal vehicle, cost per mile at the prevailing rate authorized by current federal travel regulations. If the trailer is rented, rental of the trailer plus mileage costs for the towing vehicle at the prevailing rate authorized by current federal travel regulations or, if hauled by commercial carrier, the actual costs of hauling.

- 3) **Relocation using a rental truck:** If a rental truck is used, costs for the rental charges (including insurance surcharges) and necessary fuel paid for by the individual.
- 4) **Relocation by moving a mobile home:** If a mobile home is used as the individual's residence before relocation, and will again be used in the area of relocation, costs of moving the mobile home may be paid. Such costs include commercial hauler charges, unblocking/blocking (set-up) charges, permits, tolls, charges incurred in the move, and insurance on the home and contents while in transit.

MWAs must include at minimum, three quotes for commercial carriers or equipment rentals for relocation allowances to ensure lowest cost is included when calculating moving expenses.

If temporary storage of household goods and personal effects is necessary, 100 percent of the costs of such storage may be paid for a period not exceeding 60 days.

Lump Sum Payments

A lump sum payment is allowable (not taxable income) equal to three times the participant's average weekly wage, not to exceed \$1,250.

The MWA may pay the lump sum allowance when arrangements for the relocation are complete, but not more than ten days before the earlier of the following:

- 1) The participant's departure to begin the relocation, *or*
- 2) The shipment of the participant's household goods and personal effects.

For purposes of determining the amount of lump sum allowance payable, the average weekly wage will be obtained by dividing the gross wages earned from the adversely affected employer in the 52 weeks preceding the participant's first qualifying separation, by the number of weeks worked in that 52-week period.

Time and Method of Payment to Individuals

Payment of relocation allowances may not be advanced, or paid, until all eligibility requirements are satisfied. The MWA must promptly determine eligibility for relocation allowances. Payments must be issued as promptly as possible upon determining that the adversely affected worker is eligible.

Travel expenses are paid in advance at 90 percent of the lowest allowable costs at the time the participant departs to begin the relocation or within ten days prior to the relocation. Amounts paid to family members for separate travel are paid to the participant within ten days prior to departure. On completion of the relocation, the participant must provide the MWA with receipts for all travel costs (meals, lodging, etc.). The MWA makes an adjustment if the amount advanced was more or less than the actual costs.

For commercial carriers, rental trailer or rental truck firms, and mobile home movers, the MWA may pay the service provider directly or pay the participant who in turn pays the service provider. Payments are 90 percent of the estimated or bid cost. In all cases, receipts must be

returned to the MWA. Advance payments may be made before the relocation begins by issuing a check to the individual and the rental agency 90 percent of the estimated cost.

Relocation Allowance Forms

- 1) While some TAAEA forms are required by the WDA for use by MWAs, many forms provided in this policy issuance are optional. A MWA may choose to use forms of local design in place of the optional forms.
- 2) Optional forms for Relocation Allowances include [BWT-925](#), *Request for Relocation Allowances* and [BWT-925-S](#), *Claimant Instructions for Relocation Allowance*.

File Requirements

Relocation Allowance Participant:

- 1) Signed TAA Registration Form
- 2) Signed acknowledgment of Equal Opportunity policy
- 3) Verification that case management services were offered
- 4) TAA eligibility documentation (proof of qualifying separation)
- 5) Petition certification
- 6) Proof of Veteran status (if applicable)
- 7) Request for relocation allowances (BWT-925, *Request for Relocation Allowances* or local form)
- 8) Verification that suitable employment is not available in commuting area
- 9) Verification of obtained suitable employment outside of commuting area
- 10) Comparisons/quotes for costs related to relocation
- 11) Receipts related to relocation expenses
- 12) Financial tracking of expenses
- 13) Exit documentation (if applicable)
- 14) Outcome documentation for the four quarters after exit (if applicable)

Chapter 13 - Reemployment Trade Adjustment Assistance

General Information

Reemployment Trade Adjustment Assistance (RTAA) provides a wage supplement benefit for individuals who are at least 50 years of age, and who obtain different, full-time employment at wages less than those earned in the adversely affected employment. Workers may receive up to half of the difference between their old wage and new wage.

The wage subsidy may be paid up to a maximum of \$10,000 during the eligibility period. To be eligible for the RTAA program, participants may not earn more than \$50,000 per year in the new employment. Intake and application for the RTAA benefit is the responsibility of the MWA. Determination of eligibility and payments for RTAA is the responsibility of the UIA/TRA Unit. MWAs must assist participants with filing the [BWT-244](#), *RTAA Application and Determination of Entitlement to Benefits*, gather required information, and send to the UIA/TRA Unit for processing.

For the purposes of the RTAA benefit, the TAA program in Michigan defines full-time employment as employment that is equal to or exceeds 32 hours per week. The UIA/TRA Unit may also verify that the individual is considered a full-time employee. The UIA/TRA Unit reserves the right to waive the full-time requirement on a case-by-case basis.

Requests for reconsiderations and/or judicial review of RTAA determinations will be processed in the same manner as TRA appeals.

Eligibility Requirements

To be eligible for RTAA, a worker must meet the following conditions:

- 1) Be at least age 50 at time of reemployment. The participant's age can be verified with a driver's license or other appropriate documentation.
- 2) Be reemployed full-time or be reemployed part-time while attending TAAEA training. Reemployment may be verified with a copy of the job offer letter or a check stub.
- 3) Must not be projected to earn more than \$50,000 annually in gross wages (excluding overtime pay) from the reemployment. If a paycheck has not been issued at the time of application, the employer must submit a supporting statement to the MWA indicating that annual wages will not exceed \$50,000.
- 4) Cannot return to work at the firm from which the worker was separated, unless the work is located in a separate subdivision. The firm is defined as either the entire firm (if the entire firm was certified) or the subdivision of the firm (if the [certification](#) only covered one or more subdivisions).

The application for RTAA (BWT-244, *RTAA Application and Determination of Entitlement to Benefits*) must be filed within the worker's RTAA eligibility period. For purposes of this application, and in order to establish the RTAA payment, wages at separation are defined as the

annualized hourly rate at the time of the most recent separation, which is set forth in the section of this chapter titled “RTAA Payments.” Wages at reemployment are defined as the annualized hourly rate at the time of reemployment, which is also set forth in “RTAA Payments”.

Form BWT-244, *RTAA Application and Determination of Entitlement to Benefits*, must be used to file an application for RTAA. MWAs must forward Form BWT-244 to the UIA/TRA Unit and keep a copy for the participants file.

MWAs must send the following items to the UIA/TRA Unit:

- 1) Completed Form BWT-244,
- 2) Copy of the participant’s check stub from *last full week* of actual work at the company, and
- 3) Proof of qualifying reemployment (this may be verified with a copy of the job offer letter or a check stub).

In addition, in order for the TRA Unit to establish a framework for RTAA payments, an UI Claim must have been filed within the past 12 months.

RTAA Payments and Continuing Eligibility

Once approved for the RTAA program, participants who continue to meet the eligibility criteria are paid RTAA benefits until a total of \$10,000 in benefits has been received, or the eligibility period has expired. The eligibility period calculation differs depending on whether or not the participant received any TRA.

The eligibility period for workers who have not received TRA is a two-year period beginning the earlier of “the date on which the worker exhausts all rights to UI based on the separation of the worker from the adversely affected employment that is the basis of the certification,” or reemployment.

Total Dollar Amount of Payment Methodology

The eligibility period for a worker who has received TRA is the two year period (generally 104-weeks) beginning with the date of reemployment, reduced by the number of weeks the worker received TRA.

- X = Eligibility Period
- Y = 104 Week Eligibility Period
- Z = \$10,000 Maximum RTAA Benefit

Formula:

$$(X/Y)*z = \text{RTAA Benefit}$$

Example:

26 weeks of TRA received

$$(78/104) * \$10,000 = \$7,500$$

An individual that received 26 weeks of TRA payments may receive a maximum of \$7,500 in RTAA benefits.

In the event the participant has more than one job, the employment must, at a minimum, total 32 hours per week. If additional job(s) are obtained, the wages from this employment will be included in the calculation to determine the amount and duration of payment.

If a participant is determined to be eligible for RTAA, the UIA/TRA Unit will assess continuing eligibility for the RTAA program. The participant will mail verification of employment and wages that will be used to determine continuing eligibility for RTAA benefits to the UIA/TRA Unit. These will be copies of paystubs, earnings statements, or other documents that the UIA/TRA Unit may accept.

Once the UIA/TRA Unit approves the above information, an equivalent payment will be issued to the participant for the preceding month. Because the participant will receive the RTAA wage subsidy for the preceding period for which they have demonstrated eligibility, the participant will not receive payment until after the initial month's wages have been verified by the UIA/TRA Unit.

With respect to HCTC, the UIA/TRA Unit is required to report RTAA recipients (individuals who are receiving the RTAA wage subsidy) to the Internal Revenue Service.

Wage Calculation Methodology

O = Annualized Old Wages (also Annualized Separation Wages)

N = Annualized New Wages (also Annualized Reemployment Wages)

H = Variable percentage based on reduced Hours Per Week (current hours per week /old hours per week)

Annualized Old Wages (O): Annualized wages are computed by multiplying the worker's hourly rate during the last full week of their employment by the number of hours the worker worked during the last full week of employment, and multiplying that number by 52:
(hourly rate * hours worked) * 52

Annualized New Wages (N): Annualized wages at reemployment are defined similarly to annualized wages at separation, except that the hourly rate and hours worked must reflect those of the first full week of reemployment: (hourly rate * hours worked) * 52

Variable Percentage (H): This variable equals the quotient of the worker's current hours per week divided by the worker's hours per week at the time of separation.

Wage Calculation Formulas:*Calculation for Full-Time Employment:*

Annualized Separation Wages **minus** Annualized Reemployment Wages **multiplied by .50 equals** 50 percent of the difference between the two periods of wages. Fifty percent of the difference between the two periods of wages **divided by 12 equals** the monthly RTAA wage subsidy.

$$\text{Monthly Benefit} = (O - N) * .50/12$$

Calculation for Part-time Employment:

Annualized Separation Wages **minus** Annualized Reemployment Wages multiplied by H (the variable percentage based on reduced hours for part-time Annualized Reemployment Wages). Fifty percent of the difference between the two periods of wages **divided by 12 equals** the monthly RTAA wage subsidy.

$$\text{Monthly Benefit} = ((O - N) * H * .50)/12$$

If, as a result of the monthly verification exercise, the individual's hourly wage and/or hours are determined to have changed in such a way as to affect the RTAA wage subsidy, the above calculation will be repeated, and the RTAA payment will be adjusted accordingly.

RTAA payments stop in the event of any one of the following:

- 1) The worker's annualized wages from reemployment are projected to exceed \$50,000 in a year;
- 2) The worker no longer meets the reemployment requirement through either full-time work, or a combination of TAAEA-approved training and at least 20 hours of work;
- 3) The worker has received the maximum amount of RTAA;
- 4) The worker has reached the end of the RTAA eligibility period.

When applicable, MWAs will follow the interstate arrangement specified in TEGl 02-03, Change 1, Question 51, regarding the liable state/[agent state](#) relationship for the filing of RTAA claims.

The determination of "annualized wages" is made prospectively. An individual is deemed to have met the "earns not more than \$50,000 a year in wages from reemployment" requirement for a given month if the monthly determination of annualized wages is accurate and complete at the time it is made. No overpayment determinations need be made for that month based on projections for the yearly annual wage that later changed based on information that was not available at the time that the monthly determination was made. Monthly payments derived from the annualized wage projection based on complete and accurate information at the time will be

considered valid payments that the individual was entitled to, and are not considered overpayments.

In instances where there are overpayments, due to error or fraud, the TRA Unit may adhere to the overpayment provisions of the Trade Act regulations at 20 CFR 617.55.

RTAA Forms

While some TAAEA forms are required by the WDA for use by MWAs, many forms provided in this policy issuance are optional. A MWA may choose to use forms of local design in place of the optional forms.

BWT-244, *RTAA Application and Determination of Entitlement to Benefits* is a required RTAA form.

File Requirements

RTAA Participant:

- 1) Signed TAA Registration Form
- 2) Signed acknowledgment of Equal Opportunity policy
- 3) Verification that case management services were offered
- 4) TAA eligibility documentation (proof of qualifying separation)
- 5) Petition certification
- 6) Veteran status (if applicable)
- 7) BWT-244, *Reemployment Trade Adjustment Assistance (RTAA) Intake Form*
- 8) Last pay stub at TAA-certified company
- 9) Verification of full-time reemployment (paying less than \$55,000 annually)
- 10) Verification of age (50 years or older) at time of reemployment
- 11) Exit documentation (if applicable)
- 12) Outcome documentation (if applicable)

Chapter 14 - Health Coverage Tax Credit

General Information

The [Health Coverage Tax Credit](#) (HCTC) assists eligible TAAEA, RTAA, and Pension Benefit Guaranty Corporation recipients pay for health insurance. The HCTC provides qualified individuals a 72.5 percent reimbursement of health insurance costs for eligible participants.

Eligibility

The HCTC is administered by the IRS and is available during each month the individual is receiving RTAA or TRA benefits, or meets all requirements for TRA, but is not yet receiving TRA because UI or extended benefits have not yet been exhausted. A participant need not meet the enrollment in training or waiver deadline to be considered eligible for HCTC while collecting regular unemployment. An eligible TAAEA recipient also includes a participant who is in a break in approved training that exceeds 30 days, and the break falls within the period for receiving TRA.

Once an [adversely affected worker's](#) monetary eligibility for TRA is established, the UIA/TRA Special Programs Unit transmits the name of the eligible worker to the IRS.

The TAAEA provides for the continuation of HCTC to certain family members of eligible recipients after eligibility would have ended due to receipt of Medicare, death, or divorce of the principle recipient. This expanded eligibility is available for up to 24 additional months and permits eligible family members to continue to claim the HCTC credit after eligibility would otherwise have expired. The IRS will make all determinations on these expanded eligibility opportunities.

Qualified Health Insurance

Those participants whose health insurance coverage qualifies can receive the credit. Qualified health insurance coverage includes:

- 1) COBRA continuation provision;
- 2) A spouse's group health plan for which the employer pays less than 50 percent of the cost;
- 3) Non-group health insurance that begins at least 30 days prior to the individual's job separation;
- 4) A state-qualified health plan. Two state-qualified plans have been developed for Michigan through Blue Cross/Blue Shield of Michigan (BCBSM). The BCBSM Customer Service telephone number is 1-800-848-5101; and
- 5) A health plan purchased through a Voluntary Employees' Beneficiary Association (VEBA) that was established through the bankruptcy of a former employer, or was

offered in lieu of COBRA. Not all VEBAs qualify for the HCTC. If you are unsure if the VEBA qualifies, please contact the HCTC Customer Contact Center at 1-866-628-HCTC (4282) for assistance.

The TAAEA provides for the continuation of COBRA insurance benefits during the entire eligibility for HCTC. Adversely affected workers must work with their company, or COBRA provider, to access this extension of COBRA.

MWA Responsibilities

The HCTC regulations require that One-Stop Service Centers handle basic inquiries about the HCTC program as the first line of communication with HCTC candidates and assist with assessing information through the website: www.irs.gov, Keyword: HCTC.

MWA officials must ensure that each local One-Stop Service Center has staff appropriately trained to handle basic inquiries relating to the HCTC program. The MWA officials and service providers are also responsible for:

- 1) Notifying TAAEA certified individuals of the HCTC either individually and/or through group orientation sessions,
- 2) Making available sufficient copies of the HCTC Fact Sheet,
- 3) Developing a process to ensure that required forms are completed for each newly TAAEA certified individual and forwarded immediately to the UIA/TRA Unit.

In order for adversely affected workers to receive the maximum benefit under the HCTC, MWAs must ensure that individuals *immediately* complete all forms required by the UIA to determine TRA and/or ATAA/RTAA eligibility. This includes:

- 1) TRA-920, *Request for Determination of Entitlement to TAA/TRA* - required for all individuals.
- 2) [BWT-244](#), *RTAA Intake Form* - required for individuals who are eligible for, and wish to receive, RTAA benefits (if applicable).
- 3) In addition, individuals must apply for and be eligible for regular unemployment benefits.

Forms must be faxed or mailed to the UIA/TRA Unit, to the following address:

TRA/Special Programs Unit
P.O. Box 11080
Detroit, Michigan 48211-0080
Fax: 313-456-3694

TRA/Special Programs Unit's toll-free number is 1-866-241-0152.

HCTC Enrollment Information

There are two ways to receive the tax credit:

- 1) **Monthly** – register for the monthly HCTC and receive assistance paying for health plan premiums as they become due. An adversely affected worker applies by filling out the HCTC Monthly Registration Form, which is mailed with the HCTC Program Guide about 4 - 6 weeks after paperwork cited above is completed (and the adversely affected worker is determined eligible for TRA and begins receiving an unemployment or TRA payment) and forwarded to the TRA Unit. Once an adversely affected worker submits the HCTC Monthly Registration Form, HCTC program staff reviews the application and if they are eligible, enrolls them in the monthly HCTC program. If the worker is covered under a spouse's health care plan, they are only eligible for the end-of-year tax credit unless the coverage is COBRA.

The HCTC Unit of the IRS will send an invoice once the adversely affected worker is enrolled. They are then responsible for paying 27.5 percent of the health insurance premium by the due date each month. (If payment is not received by the due date, IRS will cancel the credit. If this happens the individual would have to reenroll and start the process over.) The HCTC program then adds 72.5 percent to the payment and sends a check for 100 percent of the premium to the health plan.

- 2) **Yearly** - pay the qualified health plan directly throughout the year, claim eligible premium amounts on a federal tax return, and receive the HCTC as a tax refund or a credit against taxes owed.

For more information on the HCTC, visit www.irs.gov, Keyword: HCTC.

Resources

The following resources are available on the HCTC:

HCTC website: <http://www.irs.gov/individuals/article/0,,id=187948,00.html>

HCTC Frequently Asked Questions: <http://www.irs.gov/individuals/article/0,,id=109956,00.html>

TAA or RTAA Registration To-Do List: http://www.irs.gov/pub/irs-utl/taa_registration_to-do_list.pdf

HCTC Guide for State Rapid Response Team: http://www.irs.gov/pub/irs-utl/rapid_response_guide.pdf

The WDA provides general assistance regarding the HCTC to both MWA staff and participants by contacting Ms. Patty Vanaman at (269) 441-1500 or vanamanp@michigan.gov.

Chapter 15 - MWA and Out-of-State Transfers

General Information

It is sometimes necessary to transfer a Trade Act customer's account to another MWA or state, or receive a transferred account from a MWA or state. MWAs must follow the following instructions when completing these transfers.

Transfers Between MWAs

Although the WDA does not stipulate restrictions due to residency, or any residency requirement, it is the expectation that all [adversely affected workers](#) will receive services in the geographic area in which they apply. If an adversely affected worker, who has not applied for TAAEA services, chooses to utilize a different MWA, they should be referred to the appropriate location for services.

When transferring a participant who has applied for, or received, TAAEA services and who is a participant in the OSMIS to another MWA, procedures in BWT PI 06-30 must be followed.

Transfers Between States

When an adversely affected worker seeks TAAEA benefits in a state for which their UI benefits are not paid, and/or the TAAEA [certification](#) did not occur, the liable state and [agent state](#) must be identified.

Liable State

The [Liable State](#) is the state where the adversely affected employment occurred, or the state in which the worker's UI claim is established. The Liable State is responsible for all TAAEA eligibility determinations, training determinations, job search and relocation determinations, issuance, extension and revocation of the waiver from training, and issuance and payment of UI Benefits, TRA, and [Reemployment Trade Adjustment Assistance](#) (RTAA).

It should be noted that if a participant is not entitled to UI under any State law immediately following the individual's first separation, the State law of the State in which the first separation occurred is to be identified as the Liable State.

Agent State

The *Agent State* is any State other than the *Liable State*, or the State where the participant seeks services. It should be noted that residency is not relevant to the Agent or Liable State definition.

The *Agent State* is responsible for cooperating fully with the Liable State and assists the Liable State in carrying out its activities and functions including, but not limited to: providing information needed for determinations, redeterminations, or appeals, procuring and paying the training costs approved by the Liable State (including related training expenses and transportation and subsistence). Documents relating to training enrollment and waivers must be provided by the *agent state* to the liable state.

The worker should be given contact information for the agent state’s Trade Act and/or TRA coordinator. Contact information can be obtained at: <http://www.doleta.gov/tradeact/contacts.cfm>.

When Michigan is identified as the Agent State, the case file should be requested from the Liable State. The MWA is responsible for obtaining approval of eligibility, training, and the waiver from training prior to providing TAAEA services. As the Agent State, the MWA is responsible to provide information regarding the adversely affected worker’s waiver and training status to the Liable State.

In instances where the MWA is informed that a TAAEA participant is relocating to another state, or when the MWA is identified as the agent state, the case manager shall contact the WDA/TAA State Coordinator, Jimelle Howard at howardj9@michigan.gov or (517) 241-8629.

	Liable State	Agent State
Trade Act Determinations	<ul style="list-style-type: none"> Issues Trade Act eligibility determinations 	<ul style="list-style-type: none"> Provides Trade Act benefits/services upon receipt of liable state determination.
Waivers	<ul style="list-style-type: none"> Issues waiver, extends and/or revokes waiver. 	<ul style="list-style-type: none"> Continues waiver updates and transmits information to Liable State TRA Unit.
Training (including travel and/or subsistence)	<ul style="list-style-type: none"> Issues training eligibility determinations upon receipt of training plan from agent state 	<ul style="list-style-type: none"> Provides training plan to liable state. Funds training, expenses related to training, including travel and/or subsistence based on liable state training determination.
Job Search Allowances	<ul style="list-style-type: none"> Determines job search eligibility; Funds job search allowance(s) 	<ul style="list-style-type: none"> Processes job search allowance application and supporting documentation and transmits to liable state for approval.
Relocation Allowances	<ul style="list-style-type: none"> Determines relocation eligibility Funds relocation allowance(s) 	<ul style="list-style-type: none"> Processes relocation allowance application and supporting documentation and transmits to liable state for approval.
A/RTAA	<ul style="list-style-type: none"> Determines eligibility Funds A/RTAA benefit 	<ul style="list-style-type: none"> Processes A/RTAA application and supporting documentation and transmits to TRA Unit in liable state.
TRA	<ul style="list-style-type: none"> Determines eligibility Makes payments Notify IRS for HCTC 	<ul style="list-style-type: none"> Provides biweekly attendance forms as required Transmits status updates
Status updates		<ul style="list-style-type: none"> Provides participant status updates as necessary.

* OSMIS: If Michigan is the liable state, it is NOT necessary to input data into OSMIS. One exception to this is if funding has been associated with the individual. If Michigan is the agent state, OSMIS entry is required.

Chapter 16 - Redeterminations and Appeals

General Information

The following policy and procedures shall apply to grievances, requests for redeterminations, and requests for appeals to an ALJ pertaining to Trade Act program training, waivers, job search allowance, relocation allowance, or any other TAAEA eligibility decision made by the MWA, pursuant to the TAAEA program regulations 20 CFR 617.50 and 617.51.

There are a series of levels of the TAAEA appeal process:

- 1) A determination is issued to a TAAEA participant. A determination is a written statement by the MWA regarding TAAEA services which must be issued on one of the following forms (as applicable):
 - a) [BWT-337](#), *Notice of Determination*, or one of the following,
 - b) [BWT- 802](#), *Waiver from Training Requirement*
 - c) [BWT-891](#), *OTJ Training Contract*
 - d) [BWT-923](#), *TAA Training Application*
 - e) [BWT-925](#), *Request for Relocation Allowances*
 - f) [BWT-925-A](#), *Request for Job Search Allowances*
- 2) If denied, the participant may protest the determination within 30 calendar days from issuance, by requesting a redetermination by the MWA. Participants may request the reconsideration of determination on the form [BWT-706](#), *Request for Redetermination*, or a written letter from the participant. If the MWA receives a protest greater than 30 days from the issuance of the determination, see the Notice of Determination section below.
- 3) Upon receipt of the *Request for Redetermination*, the MWA will then issue a redetermination which affirms, modifies, or reverses the determination. The MWA shall issue the redetermination to the participant by utilizing the [BWT-306](#), *Notice of Redetermination*, or by a written statement (which includes the date of issuance to the participant). The MWA must include the form [BWT-801](#), *TAA Appeal to Administrative Law Judge* with the redetermination.
- 4) The applicant may appeal a *Notice of Redetermination*, within 30 calendar days of issuance, by requesting a hearing before an ALJ. The participant may request the hearing by completing Section A of the form BWT-801, *TAA Appeal to Administrative Law Judge*, and submitting to the MWA. The MWA then completes Section B, and forwards the completed form to the WDA for processing. The WDA examines all documents for accuracy and forwards to the State Office of Administrative Hearings and Rules. If the participant does not act timely in responding to the Notice of Redetermination, please follow steps in the Notice of Redetermination section below.
- 5) The notice of hearing will be sent to the MWA, participant and the WDA. At the hearing, the ALJ will review the facts presented and will issue a decision in writing to the MWA, participant, and the WDA. If the participant, MWA, or the WDA disagrees with

the ALJ decision, the decision may be appealed to the Michigan Compensation Appellate Commission (MCAC).

- 6) The MCAC will issue a decision based on facts introduced at the ALJ hearing. If the participant, MWA, or the WDA disagrees with the decision issued by the MCAC, the decision may be appealed by requesting a rehearing to the MCAC or to the appropriate Circuit Court, and then to higher courts.

MWAs are responsible for developing, maintaining, and making available to participants, subgrantees, subcontractors, service providers, employees, One-Stop partners, providers of training services, and other interested parties a procedure, consistent with this policy, for appeals, grievances, and complaints which involve TAAEA.

Requests for Redeterminations

Participants may request a redetermination where there is disagreement with an initial determination made by the MWA. A participant may submit a Request for Redetermination on Form BWT-706, *Request for Redetermination* or submit a written request to the MWA. These requests must include a copy of the initial determination.

If the written request is not on Form BWT-706, *Request for Redetermination*, it is not required that it specifically mention or contain the term “protest,” “appeal,” “request for redetermination,” etc. The written communication will be considered as a request for redetermination, if it accomplishes *either* of the following:

- 1) Expresses disagreement or dissatisfaction with the previously issued determination, from which an intent to request a redetermination can be implied, or
- 2) Presents a state of new facts and/or contentions that are contrary to the facts and/or contentions cited in the determination previously issued.

A request for redetermination must be filed within 30 calendar days after the date the original determination was mailed, or personally served. When the 30th day after the mailing date, or personally served date, falls on a Saturday, Sunday, or a legal holiday, the 30-day protest period will be extended to include the next day which is not a Saturday, Sunday, or legal holiday. This applies even though the MWA office may be open on that holiday. There may also be certain days of the year that are not holidays, on which MWA offices are closed for other reasons. Since these days are not legal holidays, the 30-day protest period will be extended to include the next day that is neither a Saturday, Sunday, nor a legal holiday.

If the request for redetermination is received within the 30-day time limit previously described, the designated staff person of the MWA reviews and reconsiders the entire file, including the initial determination and any new additional facts, and promptly issues a notice of redetermination on Form BWT-306, *Notice of Redetermination*.

Lack of Timeliness

If the request for redetermination is received *after* expiration of the 30-day time limit, the designated staff person of the MWA first must consider and document whether good cause exists.

“Good cause” will include, but not be limited to, the following situations:

- 1) When an interested party has newly discovered material facts that through no fault of his/her own were not available at the time of the initial determination, a request for redetermination made after the expiration of the statutory 30-day period (but within one year of the date the determination was mailed or personally served) would require a finding of “good cause.”
- 2) When the MWA has additional or corrected information.
- 3) When an administrative clerical error has been discovered.

When the request for redetermination is received after expiration of the 30-day protest period and does not state why the protest is late, the designated staff person of the MWA contacts the applicant to request this information.

If the request for a redetermination is received after expiration of the 30-day period and good cause is not established, the request for redetermination shall be denied and the designated staff person of the MWA records the facts and reasons for denying good cause. The MWA issues the *Notice of Redetermination* which includes denial of good cause.

If the request for redetermination is received *after* expiration of the 30-day period and *good cause* for reconsideration is established, the redetermination must detail the good cause. The notice of redetermination is then prepared on Form BWT-306, *Notice of Redetermination*.

Whether or not good cause exists for the *Request for Redetermination*, the MWA must document and allow the participant to move onto the next step of the appeal process. The ALJ will address the lack of timeliness at the hearing.

When mailing or personally serving a notice of redetermination, a copy of Form BWT 801, *TAA Appeal to Administrative Law Judge* should be included to assist in filing an appeal to an ALJ if the applicant chooses to do so.

When the 30th day falls on a day on which the local MWA office is closed and the request for redetermination is not received prior to that day, a redetermination can be issued only if good cause is found to exist. A participant, who attempts to file a request for redetermination but is prevented from filing because the MWA office is closed, will be found to have good cause for late filing if the protest is received on the next day on which the MWA office is open. A redetermination will then be issued.

Requests for Appeal to an ALJ

After receiving a *Notice of Redetermination* (or denial of a request for redetermination due to untimely request and lack of good cause), an applicant may submit an appeal on Form [BWT-801](#), *TAA Appeal to Administrative Law Judge* to the MWA within 30 calendar days after the mailing date or personally served date of the *Notice of Redetermination*, to request a hearing before an ALJ. If the written request is not on Form BWT-801, *TAA Appeal to Administrative Law Judge* it is not required that it specifically mention or contain the term “protest,” “appeal,” “request for appeal to an ALJ,” etc. The written communication will be considered as a request for an ALJ if it accomplishes *either* of the following:

- 1) Expresses disagreement or dissatisfaction with the previously issued redetermination, from which an intent to request an appeal to an ALJ can be implied, or
- 2) Presents a state of new facts and/or contentions that are contrary to the facts and/or contentions cited in the redetermination previously issued.

When mailing or personally serving a notice of redetermination, a copy of Form BWT 801, *TAA Appeal to Administrative Law Judge* should be included to assist in filing an appeal to an ALJ if the applicant chooses to do so.

Upon receipt of an appeal to an ALJ, the MWA will include the following information (or fill out Section B if the appeal is requested on Form BWT-801, *TAA Appeal to Administrative Law Judge*):

- 1) Location where appeal to the ALJ filed (MWA Name)
- 2) Date the appeal to the ALJ filed
- 3) Individual receiving appeal to ALJ
- 4) Redetermination/Denial of Redetermination information
- 5) Date Redetermination/Denial of Redetermination mailed or personally served
- 6) MWA issuing Redetermination/Denial of Redetermination
- 7) Address of MWA issuing Redetermination/Denial of Redetermination
- 8) Name of Director of MWA
- 9) Signature of MWA Representative

Lack of Timeliness

When the Appeal to ALJ is received after expiration of the 30-day protest period, the designated staff person of the MWA, contacts the applicant to request information for the lack of timeliness.

The MWA is then required to issue a new BWT-706, *Notice of Redetermination* to address the sole concern of lack of timeliness. It is on the BWT-706, *Notice of Redetermination* that the MWA addresses whether good cause is granted. Additionally, the MWA must include a **new** BWT-801, *Appeal to Administrative Law Judge* form. The participant is then held to the 30-day period for response to the ALJ.

For participants who require the lack of timeliness *Notice of Redetermination*, the MWA must ensure the following forms are submitted to the WDA for processing:

- 1) Notice of Determination
- 2) Request for Redetermination
- 3) Notice of Redetermination - original denial
- 4) Original appeal to ALJ
- 5) Notice of Redetermination - address lack of timeliness
- 6) New TAA Appeal to ALJ

*At the hearing, the ALJ will address the lack of timeliness and then will proceed with the facts related to the original determination.

Submission for Hearing

MWAs must forward requests for appeal and all related documentation, within seven days, to:

Ms. Jimelle Howard, State Coordinator
Workforce Development Agency
State of Michigan
201 N. Washington Square, 5th Floor
Lansing, MI 48913
Email: howardj9@michigan.gov
Fax: (517) 373-7764
Phone: (517) 241-8629

All documentation from previous decisions and any additional material must be presented to the ALJ. The appeal package should include the determination, request for redetermination, redetermination (or denial of redetermination), request for appeal to an ALJ, and all supporting documents used in making the determination and/or redetermination. Such documents may include TAAEA Worker Benefit Orientation sign-in sheets, Notice of Certification letters, records of services provided or contact with applicants, letters to applicants, or other applicable documents.

The WDA staff will review the document(s) for accuracy and completeness, and forward the appeal to be processed. If there is a need for revision to the document(s), the WDA will return the appeal documents to the designated staff person at the MWA and request modifications and/or additional information. If the MWA wishes to change its designated staff person, please contact the WDA.

The applicant and MWA will receive written notice of the hearing, detailing the date, time, location, and telephone number of the hearing. The record made at the hearing constitutes the official record of the appeal. The ALJ will afford all interested parties a reasonable opportunity for a fair hearing and, unless the appeal is withdrawn, make a finding as to the facts, apply the law to those facts, and issue a decision as to the case. The parties will be notified as to the ALJ's decision, setting forth the findings of fact upon which the decision is based, together with the reasons for the decision. If the applicant, MWA, or the WDA disagrees with the decision of the ALJ, either may request an appeal to the MCAC, in accordance with the instructions provided

with the decision within 30 days of issuance. An appeal to the MCAC is governed by Sections 34 and 35 of the Michigan Employment Security Act, MCL 421.1 et seq., and corresponding administrative rules.

Effective immediately, MWAs shall establish and maintain procedures in accordance with this policy.

Questions and inquiries regarding these procedures should be directed to Ms. Jimelle Howard, TAA State Coordinator.

Chapter 17 - Forms

All forms referenced in this manual are listed below and contained within this chapter:

BWT-197-A	Sub-Agreement Modification and De-Obligation Notice for Contract Funds (optional)
BWT-244	RTAA Intake Form (required)
BWT-306	Notice of Redetermination (optional)
BWT-312	Training Approval Standards for Entitlement to TAA Training (required)
BWT-319	Notice of TAA Participant Status (required)
BWT-336	Training Agreement Form (optional)
BWT-337	TAA Notice of Determination (optional)
BWT-518	Special Component Training (optional)
BWT-626	Employability Plan (optional)
BWT-629	Notice of Certification (optional)
BWT-706	Request for Redetermination (optional)
BWT-801	TAA Appeal to ALJ (optional)
BWT-802	Waiver of TAA Training Requirement (required)
BWT-880	Training Verification (optional)
BWT-881	Institutional Training Contract (optional)
BWT-891	OJT Contract (optional)
BWT-892	Special Provisions for OJT Contracts Under the Trade Act of 1974, as Amended (optional)
BWT-900	Supportive Services Agreement (optional)
BWT-901	Applicant Certification for Training-Related Clothing, Equipment, or Tools (optional)
BWT-923	TAA Training Application (required)
BWT-923-A	Bi-Weekly Request for Allowances by Workers In Training Under Trade Act of 1974, as Amended (required)
BWT-925	Request for Relocation Allowances (optional)
BWT-925-A	Request for Job Search Allowances (optional)
BWT-925-S	Claimant Instructions for Relocation Allowance (optional)
ETA-9042A	Petition for TAA & ATAA and Instructions for Completing - http://www.doleta.gov/tradeact/docs/RevisedPetition.doc (required)
TRA-920	Request for Determination of Entitlement to TAA/TRA – see attached (required)

* Forms are designated by required or optional. An “optional” designee may indicate that either 1) information captured on a form is optional, OR 2) another form may be used by the MWA to gather the required information. Refer to the manual for more information on required information.

**SUBAGREEMENT MODIFICATION AND
DEOBLIGATION NOTICE FOR CONTRACT FUNDS**

Section A.

1. Date:	2. Petition Number:
3. Name of Participant:	4. Participant SS#:
5. Modification Number:	6. Subagreement Number:
7. Subcontractor:	8. Contractor/Sponsor:

Section B. Modification

The above-numbered subagreement is modified as follows:

Except as hereby modified, all terms of said subagreement as heretofore modified remain unchanged and in full force and effect.

Section C. Deobligation

1. Terminate Contract 2. Cancel Balance of Funds

3. Final Billing Submitted: Yes No 4. Date of Final Billing: / /
(Month) (Day) (Year)

5. Reason(s) for Contract Termination:

<p>Section E. <i>Subcontractor</i></p> <p>_____</p> <p style="text-align: center;">Authorized Signature Date</p> <p>Name & Title Typed: _____</p>	<p style="text-align: center;"><i>Contractor/Sponsor</i></p> <p>_____</p> <p style="text-align: center;">Authorized Signature Date</p> <p>Name & Title Typed: _____</p>
---	--

I have reviewed this subagreement/modification and agree to the above information.

Trainee _____ Date _____

The State of Michigan Workforce Development Agency, in compliance with applicable federal and state laws, does not discriminate in employment or in the provision of services based on race, color, religion, sex, national origin, age, disability, height, weight, marital status, arrest without conviction, political affiliation or belief, and for beneficiaries only, citizenship or participation in any federally assisted program or activity.

**REEMPLOYMENT TRADE ADJUSTMENT ASSISTANCE (RTAA)
INTAKE FORM**

Name: _____
Address: _____

SS#: _____
Date of Birth: _____

Petition Number: _____
Date of Certification: _____
Qualifying Separation Date: _____

Name of Trade Act Employer: _____
Date of Expiration: _____

Hourly wage at time of last full week of work with affected employer: \$ _____
Number of hours worked (less overtime) in last full week of employment: _____

Worker Certification: I am requesting RTAA benefits because I have obtained a job with the employer listed below. I certify that I am, or will be, at least 50 years of age as of the starting date of employment. If request involves more than one employer, list (and attach) additional employers on a separate page.

Name of New Employer: _____
Address: _____

Job Title: _____
Starting Date: _____
Hourly Wage: _____

Number of hours worked (less overtime) in first full week of re-employment: _____

Signature of Worker: _____ Date: _____

Previous Wage Information:

- a. Hourly wage (prior employment): _____
- b. Number of hours worked (less overtime) in last full week of prior employment: _____

Re-employment Wage Information:

- a. Hourly wage (new employment): \$ _____
- b. Number of hours worked (less overtime) in first full week of re-employment: _____

Note: The Unemployment Agency/TRA Special Programs Unit will make the final computation of RTAA benefits.

Once approved for the RTAA program, individuals who continue to meet the eligibility criteria are paid RTAA benefits until a total of \$10,000 in benefits has been received, or the eligibility period has lapsed, whichever occurs first.

MWA Representative Signature: _____ Date: _____

Applicant Signature: _____ Date: _____

* This form, along with RTAA required information, must be faxed to the TRA Special Programs Unit immediately after intake for RTAA determination of eligibility – Fax (313) 456-3694

TAA NOTICE OF REDETERMINATION

MWA: _____ Address: _____

Contact Name: _____ Telephone: _____

Applicant: Name: _____ Address: _____ City, State, Zip Code: _____ Social Security Number: _____	Employer Involved: Name: _____ Address: _____ City, State, Zip Code: _____ Petition Number: _____
---	--

1. **FOR THE DETERMINATION ISSUED ON:** _____, the following issue(s) are involved (attach a separate page if necessary): _____ (Date)

2. **REVIEW OF 30 DAY APPEAL PERIOD REQUIREMENT AND EVIDENCE OF GOOD CAUSE:**

a. The Request for Redetermination was received on _____ (Date)

b. *The Request for Redetermination was received within 30 days of the date the determination was mailed or personally served.* Yes No

If yes, go to step 3 and complete the Redetermination. If no, go to step 2c.

c. The MWA may, for good cause, reconsider a prior determination after the 30 day period has expired, provided such reconsideration is made within one year from the date the original determination was mailed or personally served. The reason for good cause is as follows (attach a separate page if necessary):

Is a reason for good cause provided? Yes No

If yes, continue on with step 3. If no, the redetermination is denied.

3. **FINDING OF FACT, REASON, and REDETERMINATION:**

The one-year period has not elapsed and an investigation has established that the request was submitted within the 30-day period or good cause exists (if not submitted within the 30 day period) for the MWA to reconsider its prior determination.

REDETERMINATION (or denial of Redetermination):

Designated staff of the MWA has reexamined the facts and determined this case as follows:

RIGHT OF APPEAL: Any appeal from this redetermination (or denial of redetermination) must be filed in person or by mail, and must be received **within 30 calendar days** after dated mailed or personally served (as indicated below), or if such 30th day is a Saturday, Sunday, or legal holiday, by the next day which is neither a Saturday, Sunday, or legal holiday.

Date Mailed	Date Personally Served

Signature of Designated Staff of the MWA

The State of Michigan Workforce Development Agency, in compliance with applicable federal and state laws, does not discriminate in employment or in the provision of services based on race, color, religion, sex, national origin, age, disability, height, weight, marital status, arrest without conviction, political affiliation or belief, and for beneficiaries only, citizenship or participation in any federally assisted program or activity.

TRAINING APPROVAL STANDARDS FOR ENTITLEMENT TO TRADE ADJUSTMENT ASSISTANCE (TAA) TRAINING

The following TAA Approval Criteria Standards have been met:

Yes No

1. **Suitable employment is not available.**

(For the adversely affected worker whom approval for training is being considered under this section, no suitable employment was available at that time for that worker either in the commuting area, as defined in 20 CFR Section 617.3[k], or outside the commuting area as defined in 20 CFR Section 617.22[a][1][I].)

Justification:

Yes No

2. **The worker would benefit from appropriate training.**

(There is a direct relationship between the needs of the adversely affected worker for skills training or remedial education and what would be provided by the training program under consideration for the worker, 20 CFR Section 617.22[1][2].)

Justification:

Yes No

3. **There is reasonable expectation of employment following completion of training.**

(For that adversely affected worker, given the job market conditions expected to exist at the time of the completion of the training program, there is fairly and objectively considered, a reasonable expectation that the worker will find a job, using the skills and education acquired while in training, after completion of the training, 20 CFR Section 617.22[1][3].)

Justification:

Yes No

4. **Training approved is reasonably available to the worker from either public or private sources.**

(Training is reasonably accessible to the adversely affected worker within the commuting area at any governmental or private training provider, including on-the-job training, 20 CFR Section 617.22 [a][4].)

Justification:

Yes No

5. **The worker has the basic skills, aptitudes, and financial resources to undertake and complete training.**

(The adversely affected worker has the mental and physical capabilities to undertake, make satisfactory progress in, and complete the training, 20 CFR Section 617.22[1][3].)

Justification:

Yes No

6. **Such training is suitable for the worker and available at a reasonable cost.**

(In determining whether the costs of a particular training program are reasonable, first consideration must be given to the lowest cost training, which is available within the commuting area. When training substantially similar in quality, content and results, is offered at more than one training provider, the lowest cost training shall be approved, 20 CFR Section 617.22[iii][B].)

Justification:

I certify that I have reviewed the six training standards for TAA training for:

Applicant Name:	Social Security Number:	
The _____ training program is <input type="checkbox"/> appropriate for this applicant <input type="checkbox"/> not appropriate for this applicant.		
MWA Signature:	Date:	MWA Office Location:

The State of Michigan Workforce Development Agency, in compliance with applicable federal and state laws, does not discriminate in employment or in the provision of services based on race, color, religion, sex, national origin, age, disability, height, weight, marital status, arrest without conviction, political affiliation or belief, and for beneficiaries only, citizenship or participation in any federally assisted program or activity.

Notice of Trade Adjustment Assistance (TAA) Participant Status

Participant's Name _____ SS# _____

Petition # _____

The above named participant successfully completed the Michigan Works! Agency (MWA)-approved training program, effective _____.

The above named participant's training has been extended to (date) _____
for the following reason(s): _____

The above named participant did not successfully complete the MWA-approved training program, due to the following reason(s):

Ending Date of Training _____

The above named participant has returned to work, effective (date) _____

Employer _____ City/State _____

Comments/Other – Please Specify:

Signed – MWA Authorized Representative _____ Date _____

MWA Name _____ Location _____

A copy of this completed form must be kept in the participant file and faxed to the TRA/Special Programs Unit at 313.456.3694.

TAA Training Agreement

Customer Name _____ Unique Identifier _____ Petition # _____

Address _____ City _____ Zip _____

Training Institution _____

Address _____ City _____ Zip _____

Training Program _____

Total Credit Hours _____ Actual Number of Training Weeks _____

Start Date _____ End Date _____ Occupation _____

Degree/Certificate _____ ONET Code _____

Total Tuition/Fees Amount: \$ _____ Total Books/Supplies: \$ _____

If training will take longer than 12 months to complete, start dates and costs must be provided for EACH 12 month period of training.	1st 12 Months Start Date	2nd 12 Months Start Date	3rd 12 Months Start Date
Total Tuition and Fees	\$	\$	\$
Cost of Required Books, Supplies, Equipment	\$	\$	\$
Total Training Cost per 12 Month Period	\$	\$	\$
Other approved funding (specify type) _____	\$	\$	\$
Balance	\$	\$	\$

Number of miles from residence to training location (if over 50 miles) _____

Travel/Subsistence Costs (if applicable)	\$	\$	\$
--	----	----	----

I agree to the above training information and certify that it is correct to the best of my knowledge.

Training Institution Representative

Student

Michigan Works! Agency Representative

TAA NOTICE OF DETERMINATION

MWA: _____ Address: _____

Contact Name: _____ Telephone: _____

Applicant: Name: _____ Address: _____ City, State, Zip Code: _____ Social Security Number: _____	Employer Involved: Name: _____ Address: _____ City, State, Zip Code: _____ Petition Number: _____
---	--

A determination has been made by the above named Michigan Works! Agency (MWA) regarding the following Trade Adjustment Assistance (TAA) services:

DETERMINATION:

REASON FOR DETERMINATION:

DATE OF DETERMINATION: _____

APPEAL RIGHTS:

Individuals may appeal a determination, in person or by mail, if there is a disagreement with a decision made by the MWA. A hearing before an Administrative Law Judge (ALJ) may be requested, in person, by mail, if the individual is in disagreement with the MWA issued redetermination. An individual who disagrees with the decision of an ALJ may request an appeal to the Michigan Compensation Appellate Commission. Refer to the procedure provided by the MWA.

Requests for appeal must be received by the Michigan Works! Agency by the 30th day after the date mailed or personally served, if the 30th day is a Saturday, Sunday, or legal holiday, by the next day which is neither a Saturday, Sunday, or legal holiday.

Date Mailed	Date Personally Served

Signature of Designated Staff of the MWA

The State of Michigan Workforce Development Agency, in compliance with applicable federal and state laws, does not discriminate in employment or in the provision of services based on race, color, religion, sex, national origin, age, disability, height, weight, marital status, arrest without conviction, political affiliation or belief, and for beneficiaries only, citizenship or participation in any federally assisted program or activity.

SPECIAL COMPONENT TRAINING

In order to provide special component training and/or seminars to address a break in training of over 30 days, for workers certified under TAA amendments 2002, 2009, and 2011, sessions will be conducted for the weeks/dates of:

_____ through _____ for:

Name _____

Social Security Number _____

Petition Number _____

I certify that the training/seminar approved and provided by the contracted training facility for the above named trainee meets the following Unemployment Insurance Agency requirements:

1. Seminars or classes are consistent with the trainee's training goals, as indicated on the training application and/or contract form.
2. Weeks during which seminars or classes take place are considered by the training facility to be weeks of full-time training.
3. The contract between the employment service provider and the training facility allows for these courses and are allowed for with funds under the Trade Act.

Signature - MWA Authorized Representative: _____

MWA Name: _____ Location: _____

Date: _____

EMPLOYABILITY PLAN

Name: _____	Petition #: _____
-------------	-------------------

JOB SEARCH INFORMATION:

Provide explanation of the job search activities conducted since adversely affected company separation:

OCCUPTIONAL GOALS:

Occupation Goal: _____

Starting Wage: _____ Wage at Adversely Affected Employment: _____

Training Required: _____

Length of Training (in actual weeks): _____

Are the above goals supported by local labor market needs? Yes No

Explanation: _____

(Labor Market Information must be included in case file)

BACKGROUND FACTOR SUPPORT FOR ABOVE GOALS:

Interests: _____

Work Experience (if applicable): _____

Assessment(s) provided: _____

Previous Education (if applicable): _____

BARRIERS TO GOALS: *Specify problems and need, e.g., transportation, health, child care and steps to overcome barriers:*

FINANCIAL ABILITY:

Based on available information, is individual eligible for allowances while in training?

Yes, approximate ending date: _____ No

The adversely affected work must have a plan to meet living expenses while in training.

Financial Plan:

AGREEMENT: I agree with the above plan for reaching employment goals.

Applicant's Signature _____ Date _____

MWA Staff Signature _____ Date _____

<p>The State of Michigan Workforce Development Agency, in compliance with applicable federal and state laws, does not discriminate in employment or in the provision of services based on race, color, religion, sex, national origin, age, disability, height, weight, marital status, arrest without conviction, political affiliation or belief, and for beneficiaries only, citizenship or participation in any federally assisted program or activity.</p>

NOTICE OF CERTIFICATION

MWA Name: _____

Address: _____

Name & Address of Certified Worker: _____

The U.S. Department of Labor has issued a certification of eligibility for workers to apply for adjustment assistance under the Trade Act of 1974, as amended, as specified below:

Petition Number:	Impact Date:
Employer:	Certification Date:
Location:	Expiration Date:

Workers Certified: _____

Trade Adjustment Assistance (TAA) and Trade Readjustment Allowances (TRA) are provided to workers who have been separated from employment due to lack of work on or after the impact date and on or before the expiration date as shown above. You have been identified as potentially eligible for such benefits.

If you wish to apply for TAA/TRA benefits, please report at the time and place specified below and bring this form with you.

Date:	Time:
Place:	

If the above location is not in your local area, please report to your local Michigan Works! Service Center. If you are outside of Michigan, you should report to the nearest state Employment Security Office.

Failure to file for benefits within required time limits, the latter of 26 weeks from the certification date, or 26 weeks from your last qualifying separation will result in loss of entitlement to some benefits.

For additional information on this certification, call _____.

TAA REQUEST FOR REDETERMINATION

MWA: _____ Address: _____
Contact Name: _____ Telephone: _____

Applicant: Name: _____ Address: _____ City, State, Zip Code: _____ Social Security Number: _____	Employer Involved: Name: _____ Address: _____ City, State, Zip Code: _____ Petition Number: _____
---	--

SECTION A
On _____, the attached determination was (check as appropriate):
(Date)

Mailed or
 Personally Served
on an application for (check as appropriate):

Training **Waiver of TAA Training** **Job Search Allowances** **Relocation Allowances**
 Reemployment Trade Adjustment Assistance **Other**
filed by the above named applicant, holding that:

SECTION B
I request a redetermination for the following reason(s):

Do you wish to appear in person to present further information pertaining to the claim involved?
 Yes No

If you choose to rely on written information rather than appear in person or by representative, be sure to include all additional information possible to support this request (attach separate page if necessary). The information submitted will be given full consideration in making the redetermination. It is essential that the MWA named above have all available facts relevant to the claim on which to base its redetermination.

SECTION C *(To be completed if request for redetermination is filed more than 30 calendar days after the date of mailing or personal service)*

This request was not filed within 30 calendar days from the date mailed or personally served because:

TAA APPEAL TO ADMINISTRATIVE LAW JUDGE

MWA: _____ Address: _____
Contact Name: _____ Telephone: _____

Applicant: Name: _____ Address: _____ City, State, Zip Code: _____ Social Security Number: _____	Employer Involved: Name: _____ Address: _____ City, State, Zip Code: _____ Petition Number: _____
---	--

SECTION A (to be filled out by the Applicant):

1. Provide a summary of issues involved (attach additional page if necessary):

2. State the specific reasons for the appeal to an Administrative Law Judge (attach additional page(s) if necessary):

3. Signature of Applicant: _____

SECTION B (to be filled out by the Michigan Works! Agency):

1. Location where Appeal to ALJ was filed: _____
Michigan Works! Agency Name

2. Date the Appeal to ALJ was filed: _____

3. Received By: _____
Michigan Works! Agency Representative

4. Redetermination/Denial of Redetermination Information:
Applicant is appealing a (check one) Redetermination _____ Denial of Request for Redetermination _____
Mailed on _____
Date to Participant
By: _____
Michigan Works! Agency Representative
Located at: _____
Address (Street, City, State & Zip)

5. Director of Michigan Works! Agency: _____

6. Signature of Michigan Works! Agency Representative: _____

MWA Instructions: Immediately upon receipt of the appeal, forward this form and all related documentation to:

Ms. Jimelle Howard
Workforce Development Agency
State of Michigan
201 N. Washington Square
Victor Office Center, 5th Floor
Lansing, Michigan 48913
howardj9@michigan.gov
Fax: (517) 373-7794

All questions or inquiries regarding these procedures should be directed to Ms. Jimelle Howard, TAA Section, Workforce Development Agency, at (517) 241-8629.

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WAIVER OF TAA TRAINING REQUIREMENT
2011 Amendments **ONLY**

Claimant's Name: _____ SS#: _____
Petition #: _____ MWA: _____ MWA Staff: _____
MWA Street, City, State, and Zip: _____

The Trade Act requires that individuals certified under 2011 amendments be enrolled in training or issued a waiver of the training requirement by the latter of the last day of the 26th week after the certification, or the last day of the 26th week of the individual's qualifying separation (26/26 deadline), unless one of the following exceptions apply:

Petition Certification Date: _____ Claimant Separation Date: _____
Date of Waiver of TAAEA Training Application: _____

Did the worker apply for this waiver within the 26/26 week deadline? Yes _____ No _____

If no, did the worker meet one of the following waiver exceptions as defined in PI 11-23, Chapter 9?

_____ 45 Day Extenuating Circumstances- Explanation: _____

_____ 60 Day Post Notification- Date of worker notification: _____ (Waiver must be issued within 60 days of worker notification)

_____ Federal Good Cause

_____ Equitable Tolling- Explanation: _____

The Training requirement is waived because training is not feasible or appropriate for the following reason(s):

1. _____ Claimant is unable to participate in training due to health reasons. (However, claimant must be able, available for, and actively seeking fulltime work in order to qualify for TRA benefits).
2. _____ There has been a delay in the beginning date of training. (However, the first available enrollment date must be within 60 days of the date of this determination, unless there are extenuating circumstances).
3. _____ No training funds are available under TAA or other Federal programs, or training is not available at a reasonable cost.

CLAIMANT CERTIFICATION: I understand the Trade Act requires a review of this waiver every 30 days and that failure to report to the MWA every 30 days for this review may result in the disruption or denial of further Trade Act benefits. I further understand that this waiver will be revoked at any time that feasible or appropriate training becomes available.

Signature of Claimant: _____ Date: _____

MWA CERTIFICATION:

Waiver Approved _____ Waiver Denied (Reason: _____)

This waiver is issued for the following 6-month period: Effective: _____ Expiration: _____

Signature of MWA Staff: _____ Date: _____

Redetermination: _____

Signature of MWA Staff: _____ Date: _____

Date Mailed or Personally Served: _____

This (Re)Determination approves or denies a waiver of the training requirement based solely on the criteria of 19 USC 2291©(1). Independently, the Unemployment Insurance Agency (UIA) will issue a determination of eligibility for TRA under 19 USC 2291(a)(5), which will examine whether the waiver was issued within the 26/26 week training deadline periods or, for extenuating circumstances, within a 45-day period thereafter. Waiver denials must be sent to the TRA Unit of the UIA.

MWA APPROVED EXTENSION: This waiver may be extended beyond the original 6-month period in cases where it is necessary to cover the claimant's full entitlement to basic TRA. The extension may only be for the subsequent 6 month period. Enter the beginning and ending date of the extension:

Signature of MWA Staff: _____ Date: _____

Extension #2. The extension may only be for the subsequent 6 month period. Enter the beginning and ending date of the extension:

Signature of MWA Staff: _____ Date : _____

Extension #3. The extension may only be for the subsequent 6 month period. Enter the beginning and ending date of the extension:

Signature of MWA Staff: _____ Date: _____

REVOCAATION: Effective Date _____

1. _____ Waiver is revoked because claimant is enrolled in approved training beginning _____.
2. _____ Waiver is revoked for the following reason: _____.

Signature of MWA Staff: _____ Date: _____

CLAIMANT RIGHTS: Individuals may appeal a determination, in person or by mail, where there is disagreement with a decision made by the MWA. A hearing before an Administrative Law Judge (ALJ) can be requested, in person or by mail, if the individual is in disagreement with the MWA issued re-determination. An individual who disagrees with the decision of an ALJ may request an appeal to the Michigan Compensation Appellate Commission. Refer to the procedure provided by the MWA.

Request for appeal must be received by the local office in the state in which you are filing, or by this agency, by the 30th day after the date mailed or, if such 30th day is a Saturday, Sunday, or legal holiday, by the next day which is neither a Saturday, Sunday, or legal holiday.

30-DAY WAIVER REVIEW ACTION:

<input type="checkbox"/> Continue	<input type="checkbox"/> Extend	<input type="checkbox"/> Revoke	Reason _____	Date _____	Initial _____
<input type="checkbox"/> Continue	<input type="checkbox"/> Extend	<input type="checkbox"/> Revoke	Reason _____	Date _____	Initial _____
<input type="checkbox"/> Continue	<input type="checkbox"/> Extend	<input type="checkbox"/> Revoke	Reason _____	Date _____	Initial _____
<input type="checkbox"/> Continue	<input type="checkbox"/> Extend	<input type="checkbox"/> Revoke	Reason _____	Date _____	Initial _____
<input type="checkbox"/> Continue	<input type="checkbox"/> Extend	<input type="checkbox"/> Revoke	Reason _____	Date _____	Initial _____
<input type="checkbox"/> Continue	<input type="checkbox"/> Extend	<input type="checkbox"/> Revoke	Reason _____	Date _____	Initial _____
<input type="checkbox"/> Continue	<input type="checkbox"/> Extend	<input type="checkbox"/> Revoke	Reason _____	Date _____	Initial _____
<input type="checkbox"/> Continue	<input type="checkbox"/> Extend	<input type="checkbox"/> Revoke	Reason _____	Date _____	Initial _____
<input type="checkbox"/> Continue	<input type="checkbox"/> Extend	<input type="checkbox"/> Revoke	Reason _____	Date _____	Initial _____
<input type="checkbox"/> Continue	<input type="checkbox"/> Extend	<input type="checkbox"/> Revoke	Reason _____	Date _____	Initial _____
<input type="checkbox"/> Continue	<input type="checkbox"/> Extend	<input type="checkbox"/> Revoke	Reason _____	Date _____	Initial _____
<input type="checkbox"/> Continue	<input type="checkbox"/> Extend	<input type="checkbox"/> Revoke	Reason _____	Date _____	Initial _____
<input type="checkbox"/> Continue	<input type="checkbox"/> Extend	<input type="checkbox"/> Revoke	Reason _____	Date _____	Initial _____
<input type="checkbox"/> Continue	<input type="checkbox"/> Extend	<input type="checkbox"/> Revoke	Reason _____	Date _____	Initial _____
<input type="checkbox"/> Continue	<input type="checkbox"/> Extend	<input type="checkbox"/> Revoke	Reason _____	Date _____	Initial _____

(Continue on additional page if needed)

The State of Michigan Workforce Development Agency, in compliance with applicable federal and state laws, does not discriminate in employment or in the provision of services based on race, color, religion, sex, national origin, age, disability, height, weight, marital status, arrest without conviction, political affiliation or belief, and for beneficiaries only, citizenship or participation in any federally assisted program or activity.

TRAINING VERIFICATION

Claimant: _____ SSN: _____ Date: _____

Petition _____ MWA Office _____
Number: _____ Location: _____

REQUEST BY MICHIGAN WORKS! AGENCY

The claimant noted above states that he/she is enrolled in _____ training under the _____ program, and has applied to the MWA for training approval. The MWA is attempting to verify that the claimant is enrolled in training and the funding source. This individual may be eligible for Trade Readjustment Allowance (TRA) benefits while in training. Please provide the following information and return to:

MWA Staff Person: _____
Address: _____
Phone Number: _____

The worker's signed waiver for release of information appears below. You may retain a copy of this form for your records.

WAIVER FOR RELEASE OF INFORMATION

I hereby authorize the training facility or program to release the information requested below by the MWA. This information is only for the purpose of obtaining TRA benefits and will be kept confidential.

Claimant's _____ Date: _____
Signature: _____

VERIFICATION BY TRAINING FACILITY OR PROGRAM

The above named individual ___ is ___ is not enrolled in training.

Name of Training Facility: _____
Address of Training Facility: _____
Type of Training: _____
Beginning Date of Training: _____ End Date of Training: _____

The above named individual is in training full time: ___ Yes ___ No
(Full time is defined by the training facility)

Training costs are paid by: _____
(program or funding source)

Specify any portion of training costs not paid by the above source: _____

Training Facility/Program Authorized Signature: _____ Date: _____

Name (printed): _____ Title: _____

Phone: _____

Do NOT return this form to the claimant.

Mail the completed form to the MWA address given above.

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INSTITUTIONAL TRAINING CONTRACT

Petition No.	Contract No.
--------------	--------------

Filing of this form is voluntary; however, it must be completed for involvement in Institutional Training.

1. Sponsor MWA Name, Address, & Phone Number: Name & Address: Phone Number:	2. Contractor Name, Address & Phone Number: Name & Address: Phone Number:
---	---

3. Training Beginning & Ending Dates:

This contract is entered into between _____ hereinafter called the Sponsor under the Trade Act of 1974, as amended, and _____, hereinafter called the Contractor. The parties agree the Contractor will train the person as named below and provide all specified training services. In consideration for the services to be provided by the Contractor for the period of time indicated above, the Contractor will receive an amount not to exceed the total shown below.

Such amount will be paid pursuant to terms and conditions set forth in this contract.

Claimant Full Name & Address:	Social Security Number:
	Phone Number:
	E-mail:
Degree/Certificate:	

4. Total Training Cost: \$ _____

5. Name & Location of Training Facility: _____
(if different than Contractor's) _____

6. Provide a brief description of training to be provided and a justification for chosen occupation. It is understood that the trainee will be employable upon completion of the training.

Trainee Name	Occupation	ONET Code	Credit Hrs	Hrs per Week	No. of Actual Training Weeks

7. Course Description: Provide the full training curriculum. The Sponsor MWA will not pay for classes that are not specified in this clause. (Attach additional pages, if necessary.) The Sponsor MWA will not make funds available for reimbursement of training-related costs paid for by any other funding source.

8. Program Costs Table:

Tuition	Amount
Tuition	
Application Fees	
Registration Fees	
Course Fees	
Books and Instructional Supplies	
Tools and Equipment	
Other (Specify in No.10)	
TOTAL	\$

A contract may be written for either tuition or fixed costs. Once the contract is signed, it cannot be modified regarding this choice.

9. Fiscal and Budgetary Controls: Payment by the Sponsor (MWA) to the Contractor will be as follows:

- A. Reimbursement by the MWA will be made for costs not covered by another source. If payment is made by another source after the MWA payment is received, reimbursement will be made to the MWA of all duplicate payments, within 14 business days.
- B. The Contractor shall submit to the Sponsor MWA two copies of the invoice detailing costs, according to the schedule indicated below.
- C. The Contractor agrees to complete and submit a monthly evaluation report for each trainee.
- D. The Contractor shall submit its final invoice within 90 days from the ending date of the contract or the completion of performance, whichever comes first. If the invoice is late, good cause must be provided for the delay. If not provided, the account will be closed and all remaining monies deobligated.
- E. If, at the conclusion of this contract, it is determined that payments were made in excess of actual allowable charges, the Contractor shall reimburse the MWA for the amount of overpayment.

- F. Tools and equipment specified in this contract and provided to the trainee shall remain the property of the MWA until satisfactory completion of the training program.
- G. **Funding Agreement:** Under Federal appropriation law, the MWA may not enter into any agreement that legally obligates Federal funds that have yet to be appropriated, awarded, and allocated to the State of Michigan Workforce Development Agency.

The Sponsor MWA hereby obligates the following funds for training expenses in the amount of _____
For the Fiscal Year (FY) of October 1, 2011 - September 30, 2012 = \$ _____

Future obligation of TAA training funds is contingent upon dollars being available from the State of Michigan Workforce Development Agency:

For the FY of October 1, 2012 - September 30, 2013 = \$ _____

For the FY of October 1, 2013 - September 30, 2014 = \$ _____

Acceptance of Funding Agreement (Please initial)

Trainee _____ Contractor _____ Sponsor _____

- 10. Describe additional contractual agreements, as required. (Specify any attendance or grade reports required.)

Attendance and/or grade reports must be made available upon request of the Sponsor.

- 11. Contract Negotiated by: _____

- 12. Sponsor MWA Certification: (Concurrence with occupational training objective)

<u>MWA Director or Designee</u>	
Signature: _____	Date: _____
Typed Name: _____	

- 13. Equal Employment Opportunity Provision: By participating in this contract, the Contractor agrees to abide by the General Provisions contained in the contract in regards to Civil Rights and Equal Employment Opportunities.

14. Signatures of Agreement: I have received, reviewed, and agree to comply with all provisions of this contract.

MWA Sponsor

MWA Name

Director/Designee Typed Name

Director/Designee Signature

Date

Contractor

Contractor Name

Contractor/Designee Typed Name

Contractor/Designee Signature

Date

Trainee

Trainee Signature

Date

GENERAL PROVISIONS: INSTITUTIONAL TRAINING PROGRAM

1. COMPLIANCE WITH APPLICABLE LAWS

The Contractor will perform its duties in accordance with the laws cited in this contract and the regulations, procedures, and standards promulgated there under. The Contractor will comply with all applicable Federal, State, and local laws, rules, and regulations that deal with, or are related to, the performance of this contract. This contract does not relieve the Contractor of responsibility for compliance with the provisions of the Fair Labor Standards Act, as amended.

2. SPONSOR DEFINITION

It is mutually agreed that whenever the terms Secretary, Contracting Officer, Sponsor, or Government are used in the General Provisions, they shall for the purpose of this contract be construed to mean the Workforce Development Agency unless the contract clearly indicates otherwise.

3. RESTRICTION OF INDEPENDENT AGENT

The Contractor represents: (a) that it has not employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that it has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the MWA. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

4. RETENTION OF RECORDS

The Contractor shall preserve and make available records until the expiration of three years from the date of final payment under the contract, or for such longer period, if any, as is required by applicable statute, or by other clauses of this contract. If the contract is partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final statement. The Contractor agrees to grant the Sponsor access for the purpose of periodic onsite reviews of program operation and of the records thereof during the life of the contract and for three years after completion.

5. CONFIDENTIALITY

The Contractor agrees to maintain the confidentiality of any information regarding MWA applicants or their immediate families, which may be obtained through trainee forms, interviews, tests, reports from public agencies or counselors, or any other source following the FERPA (Family Education Rights and Privacy Act) guidelines.

6. TERMINATION OF TRAINEE

Termination of MWA applicants will follow the Student Judicial Code of the training institution.

7. EQUAL EMPLOYMENT OPPORTUNITIES

In connection with the performance of work under this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, height, weight, handicap, marital status, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, religion, color, national origin, age, height, weight, handicap, marital status, or sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The Contractor will comply with the civil rights and equal opportunities provisions of:
 - (1) Titles VI and VII of the (federal) Civil Rights Act of 1964,
 - (2) The (federal) Age Discrimination in Employment Act,
 - (3) Section 504 of the (federal) Rehabilitation Act of 1973,
 - (4) The (Michigan) Elliot-Larsen Civil Rights Act,
 - (5) The (Michigan) handicappers Civil Rights Act or any other applicable legislation.

8. CONTRACT MODIFICATIONS

The Sponsor may from time to time expand, diminish, or otherwise modify the scope of services to be performed by the Contractor, including any increase or decrease in the amount of Contractor compensation pursuant to this contract, provided such changes or modifications are mutually agreed upon by and between the Sponsor and the Contractor. Such changes shall be incorporated in written modification to this contract.

9. NON-COMPLIANCE

In case of delay, non-performance, or partial performance on the part of the Contractor in meeting contract requirements, including contract performance or financial reporting:

- a. Within seven (7) days from the discovery of a violation, the Sponsor will give notice to the Contractor of such violations.
- b. The Contractor will be allowed seven (7) days from receipt of written notice in which to correct said violation or negotiate a solution acceptable to the Sponsor and Contractor.
- c. If, after seven (7) days, said violation has not been rectified to the satisfaction of the Sponsor, the Sponsor may take whatever action is necessary to terminate this contract as outlined in Section 10 of these provisions.

10. TERMINATION OF CONTRACT

The Sponsor may, by giving reasonable written notice through certified mail, specifying the effective date, terminate this agreement in whole or in part for cause. Reasonable notice shall be at least thirty (30) days. Cause shall include:

- a. Failure for any reason of the Contractor to fulfill in a timely and proper manner its obligations under this contract and any changes thereto mutually agreed upon, and failure to correct said problems as set forth under Section 9 of these provisions, except delays beyond the control of the Contractor;
- b. Submission by the Contractor to the Sponsor of reports that are incorrect or incomplete in any material respect, if the same are not corrected as set forth in Section 9 of these provisions;
- c. Improper use of funds provided under this Contract; and
- d. Whenever for any reason the Sponsor shall determine that such termination is in the best interest of the Government.

If the Contractor is unable or unwilling to comply with any additional conditions as may be lawfully applied by the Sponsor, the Sponsor shall terminate the contract by giving reasonable written notice as defined above signifying the effective date thereof. If the contract is terminated pursuant to this section, the Contractor shall have 60 days from the date of said termination to present expense reports to the Sponsor for its consideration and payment.

ON-THE-JOB TRAINING (OJT) CONTRACT

Project or Petition No.:	Contract No.:
--------------------------	---------------

Filing of this form is voluntary; however, it must be completed for involvement in OJT.

1. MWA Name, Address, & Phone Number	2. Contractor Name, Address & Phone Number
--------------------------------------	--

3. Contract Beginning and Ending Dates: _____
Training Beginning and Ending Dates: _____
IRS ID #: _____ UA Employer #: _____

This contract is entered into between the, _____ hereinafter called the Sponsor under the Trade Act of 1974 as amended, and, _____ hereinafter called the Contractor. The parties hereto agree that the Contractor shall employ employee as named below and provide all the OJT services. In consideration for the services to be provided by the Contractor for the period of time indicated above, the Contractor will receive an amount not to exceed the total shown below. Such amount will be paid pursuant to terms and conditions set forth in this contract.

Individual: _____ Social Security Number: _____

Address: _____ City: _____ State: _____ Zip: _____

4. Cost Summary:

In-Kind	OJT Cost	\$ _____
	Other Costs (see clause 11)	\$ _____
	Total Training Cost	\$ _____

5. Location of Training Facility: _____

6. Contractor Representative in Charge of Training/Supervision: _____

9. Program Cost Table:

ONET Code	Wage per Hour	Total Cost per Code
Total Training Cost		

10. Fiscal and Budgetary Controls: Payment by the Sponsor to the Contractor under this contract will be as follows:

- A. Reimbursement is made for the extraordinary costs incurred in the process of training the OJT employee(s). Reimbursement is based on the actual number of regular hours worked during a given month multiplied by up to 50 percent of the paid wage but is not construed as reimbursement of wages.
- B. The Contractor shall submit to the Sponsor office, on a monthly basis, two copies of the OJT billing invoice detailing costs; i.e., all OJT hours worked per individual, times the rate of reimbursement.

The Contractor agrees to complete and submit a monthly OJT Trainee Progress Report.

- C. The Contractor shall submit its final invoice within 90 days from the ending date of the contract, or the completion of performance, whichever comes first. If the invoice and information providing good cause for a delay is not provided, the account will be closed and remaining monies deobligated. Subsequent invoices will be paid.
- D. If, at the conclusion of this contract, it is determined that payments were made in excess of the actual allowable charges, the Contractor shall reimburse the Sponsor for the amount of overpayment.

11. Additional Information: This clause may be used for additional contractual agreements, as required:

12. Contract Negotiated by: _____

MWA Representative

13. Concurrence of the Collective Bargaining Agent: Is the occupation(s) in which training and employment to be offered subject to a bargaining agreement? YES [] NO []. If YES, there must be concurrence by the appropriate bargaining representative as to the OJT program and the rates of pay associated therewith. This concurrence has been obtained from:

Signature: _____ Typed Name: _____

Date: _____ Title: _____ Union Affiliation: _____

14. Equal Employment Opportunity Provision: By participating in this contract, the Contractor agrees to abide by the General Provisions contained in the contract in regards to Civil Rights and Equal Employment Opportunities. I certify that I have read, understand, and will abide by the specified provisions:

Contractor's Responsible Officer:

Signature: _____ Date: _____

Typed Name: _____ Title: _____

15. Displacement of Workers: The Contractor certifies that the OJT employment will not displace regular employees because this is work not previously performed, or that the work has been expanded to provide additional needed services.

16. Verification of Contractor: I, _____ certify that I am the _____ of the public agency, corporation, committee, commission, or association named as Contractor herein, that who signed this contract in Clause 18 on behalf of the Contractor, is of said organization by authority of its governing body and is within the scope of its Corporation Association Commission Committee Public Agency powers.

Signature: _____ Date: _____

I, _____ certify that the individual who signed this contract in Clause 18 is the owner or a partner of the organization.

Signature: _____

17. Office Certification: (recommending approval of contract)

MWA Director of Designee: Typed Name: _____

Signature: _____ Date: _____

18. Signatures of Agreement: I have received, reviewed and agree to comply with all provisions of this contract.

MWA Director or Designee Name: _____ Title: _____

Signature: _____ Date: _____

Contractor Name: _____ Title: _____

Signature: _____ Date: _____

GENERAL PROVISIONS: OJT PROGRAM

1. **COMPLIANCE WITH APPLICABLE LAWS:** The Contractor will perform its duties in accordance with the law cited in this contract and the regulations, procedures, and standards promulgated there under. The Contractor will comply with all applicable federal, state, and local laws, rules, and regulations, which deal with, or are related to, the performance of this contract. This contract in no way relieves the Contractor of responsibility for compliance with the provisions of the Fair Labor Standards Act, as amended.
2. **SPONSOR DEFINITION:** It is mutually agreed that whenever the terms Contracting Officer or Sponsor are used in the General Provisions, they shall, for the purpose of this contract, be construed to mean the Michigan Works! Agency unless the contract clearly indicates otherwise.
3. **RESTRICTION OF INDEPENDENT AGENT:** The Contractor represents: (a) that it has not employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that it has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the MWA. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
4. **RETENTION OF RECORDS:** The Contractor shall preserve and make available records until the expiration of three years from the date of final payment under the contract, or for such longer period, if any, as is required by applicable statute, or by other clauses of this contract. If the contract is partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final statement. The Contractor agrees to grant the Sponsor access for the purpose of periodic onsite reviews of program operation and of the records thereof during the life of the contract and for three years after completion.
5. **NEPOTISM:** MWA applicants may not be hired into an OJT component if they are members of the employer's immediate family of if a member of the immediate family is engaged in an administrative capacity for the employing agency. Immediate member of the family includes wife, husband, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild. A person in an administrative capacity includes those persons who have direct or indirect administrative responsibility for or influence on employee/trainees in the place of employment. This includes all elected or appointed officials who have any responsibility for the obtaining or approval of MWA training contracts. Other officials who have influence or control over the administration of the MWA-sponsored training program, and persons who have selection, hiring, placement, or supervisory responsibilities for OJT trainees are also included.
6. **CONFIDENTIALITY:** The Contractor agrees to maintain the confidentiality of any information regarding MWA applicants or their immediate families which may be obtained through trainee forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the applicant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the contract and to persons having responsibilities under the contract, including those furnishing services to the project under subcontract.

7. **TERMINATION OF TRAINEE**: Trainees will not be terminated without prior notice to the individual(s) and the Sponsor. Reasonable opportunity must be given for correction or improvement of performance.
8. **EXISTING TRAINING**: The Contractor-sponsored level of training in existence prior to initiation of this project shall be continued and shall not be reduced in level of effort in any way as a result of this contract, except for re-education unrelated to the provisions purpose of this contract.
9. **EQUAL EMPLOYMENT OPPORTUNITIES**: In connection with the performance of work under this contract, the Contractor agrees as follows:
 - a. *The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, height, weight, handicap, marital status, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, religion, color, national origin, age, height, weight, handicap, marital status, or sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.*
 - b. The Contractor will comply with the civil rights and equal opportunities provisions of:
 - (1) Titles VI and VII of the (federal) Civil Rights Act of 1964,
 - (2) The (federal) Age Discrimination in Employment Act,
 - (3) Section 504 of the (federal) Rehabilitation Act of 1973,
 - (4) The (Michigan) Elliot-Larsen Civil Rights Act,
 - (5) The (Michigan) handicappers Civil Rights Act, or
 - (6) Any other applicable legislation.
10. **CONTRACT MODIFICATIONS**: The Sponsor may from time to time expand, diminish, or otherwise modify the scope of services to be performed by the Contractor, including any increase or decrease in the amount of Contractor compensation pursuant to this contract, provided such changes or modifications are mutually agreed upon by and between the Sponsor and the Contractor. Such changes shall be incorporated in written modification to this contract.
11. **NON-COMPLIANCE**: In case of delay, non-performance, or partial performance on the part of the Contractor in meeting contract requirements, including contract performance or financial reporting:
 - a. Within seven (7) days from the discovery of a violation, the Sponsor will give notice to the Contractor of such violations.
 - b. The Contractor will be allowed seven (7) days from receipt of written notice in which to correct said violation or negotiate a solution acceptable to the Sponsor and Contractor.

- c. If, after seven (7) days, said violation has not been rectified to the satisfaction of the Sponsor, the Sponsor may take whatever action is necessary to terminate this contract as outlined in Section 12 of these provisions.

12. **TERMINATION OF CONTRACT**: The Sponsor may, by giving reasonable written notice through certified mail, specifying the effective date, terminate this agreement in whole or in part for cause. Reasonable notice shall be at least thirty (30) days. Cause shall include:

- a. Failure for any reason of the Contractor to fulfill in a timely and proper manner its obligations under this contract and any changes thereto mutually agreed upon, and failure to correct said problems as set forth under Section 9 of these provisions, except delays beyond the control of the Contractor;
- b. Submission by the Contractor to the Sponsor of reports that are incorrect or incomplete in any material respect, if the same are not corrected as set forth in Section 11 of these provisions;
- c. Improper use of funds provided under this Contract; and
- d. Whenever for any reason the Sponsor shall determine that such termination is in the best interest of the Government.

If the Contractor is unable or unwilling to comply with any additional conditions as may be lawfully applied by the Sponsor, the Sponsor shall terminate the contract by giving reasonable written notice as defined above signifying the effective date thereof. If the contract is terminated pursuant to this section, the Contractor shall have two (2) months from the date of said termination to present expense reports to the Sponsor for its consideration and payment.

**SPECIAL PROVISIONS FOR
ON-THE-JOB TRAINING (OJT) CONTRACTS
UNDER THE TRADE ACT OF 1974, AS AMEMDED**

The Contractor certifies the following, related to Section 236(d) of the Trade Act of 1974, as amended:

1. No individual is on lay-off from the same, or any substantially equivalent job for which the OJT is offered.
2. The Contractor has not terminated the employment of any regular employee or otherwise reduced the workforce of the Contractor with the intention of filling the vacancy so created by hiring the OJT trainees.
3. The job for which the OJT trainee is being trained is not being created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
4. The Contractor has not received payment from any other OJT program, which failed to meet the requirements described in Special Provisions 1 - 3 above and in Clauses 13 and 15 of the OJT contract. This pertains to OJT programs provided by the Contractor under the Trade Act of 1974, as amended in 1986.
5. The Contractor has not taken, at any time, any action which violated the terms of any certification under Special Provision #4 above. This pertains to OJT programs provided by the Contractor under the Trade Act of 1974, as amended 1986.

We certify that the above certifications are true to the best of our knowledge:

Contractor: **(Individual who signed the OJT contract in clause 18, BWT-891 form)**

Name: _____

Signature: _____ Date: _____

MWA Representative: **(Individual identified in OJT contract Clause 18, BWT-891 form)**

Name (Typed): _____

Signature: _____ Date: _____

Performance of Work:

The Subcontractor agrees as follows:

- A. The Subcontractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or handicap. The Subcontractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Subcontractor will, in all solicitations and advertisements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, are, sex, or handicap.
- C. The Subcontractor designates _____ (or such other individual(s) as it may name in writing with notice to the Sponsor) as the individual in charge of the administration of its promises, duties, and obligations under this contract.
- D. The Sponsor designates _____ (or such other individuals as it may name in writing with notice to the Subcontractor) as its Project Director.

10. Subcontractor:	11. Michigan Works! Agency:
Firm Name:	Office Location:
Typed Name:	Typed Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

The State of Michigan Workforce Development Agency, in compliance with applicable federal and state laws, does not discriminate in employment or in the provision of services based on race, color, religion, sex, national origin, age, disability, height, weight, marital status, arrest without conviction, political affiliation or belief, and for beneficiaries only, citizenship or participation in any federally assisted program or activity.

BWT-901
(2/2012)

**APPLICANT CERTIFICATION FOR TRAINING-RELATED
CLOTHING, EQUIPMENT, OR TOOLS**

Name: _____	SSN: _____
Address: _____ _____	

In conjunction with:

Training Contract/Sub-Agreement Number: _____

Supportive Services Agreement Number: _____

DESCRIPTION OF EQUIPMENT, TOOLS, OR CLOTHING

Description	No.	\$ Unit	\$ Total
TOTAL COST			

I CERTIFY THAT I have received the clothing, tools, or equipment described above and that the required item(s) is for my training. I will retain the property in good condition in my possession and I understand that I may be required to return all tools and equipment, or the cost thereof, if I drop out or terminate my training program. (Clothing does not need to be returned.)

Signature of Applicant	Date	Signature of MWA Staff	Date
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Workforce Development Agency TAA TRAINING APPLICATION	MWA Office Location:
	Petition Number:
Worker Name (Last, First, Middle):	Social Security Number:
Address (Number, Street, City or County, State, Zip Code):	

A. APPLICATION AND REQUEST FOR ALLOWANCES

1. Training under the _____ program is requested or arranged as follows:

Name and Address of Training Facility:			
Type of Training:		Remedial ____ Prerequisite ____ Classroom ____	Full-Time ____ Part-Time ____
Beginning Date:	Ending Date:	Number of Actual Training Weeks: _____ Total Hours Per Week: ____	Weekly Schedule: (circle training days below) Su M T W Th F Sa Su
Name and Address of Training Facility:			
Type of Training:		Remedial ____ Prerequisite ____ Classroom ____	Full-Time ____ Part-Time ____
Beginning Date:	Ending Date:	Number of Actual Training Weeks: _____ Total Hours Per Week: ____	Weekly Schedule: (circle training days below) Su M T W Th F Sa Su
Name and Address of Training Facility:			
Type of Training:		Remedial ____ Prerequisite ____ Classroom ____	Full-Time ____ Part-Time ____
Beginning Date:	Ending Date:	Number of Actual Training Weeks: _____ Total Hours Per Week: ____	Weekly Schedule: (circle training days below) Su M T W Th F Sa Su

2. I request subsistence and/or transportation allowance payments for attending training outside commuting area of my regular place of residence. (To qualify for a subsistence allowance, it must be necessary to maintain your regular residence in addition to a residence at the training site. The training site must be outside of the commuting area.)

<input type="checkbox"/> Subsistence and Transportation	No. Miles from Regular Place of Residence to Training Facility	Date of Departure	Time of Departure
---	--	-------------------	-------------------

Will you move to the Training facility area? ____YES ____ NO	If YES, will you also maintain your regular place of residence while in training? ____YES (explain) _____ ____NO
--	--

Daily Transportation (To qualify for daily transportation allowance, the training site must be outside of the commuting area.)

3. I request Advance Payment for: I authorize deduction from my future allowance payments until the advance is repaid.

Subsistence Allowance I will repay any amount not deducted.

Transportation Allowance

4. Worker Certification:

This information is provided to support my request for entitlement to allowances while in training under the Trade Act of 1974, as amended. The information contained in this request is correct and complete to the best of my knowledge.

I understand that the amount of TRA payable with respect to a week in which I am undergoing training, shall be reduced for each day of absence without good cause and further, that failure, without good cause, to enroll, continue, and satisfactorily progress in training to which I have been referred, will result in ineligibility for TRA until such training is resumed and satisfactory progress is established.

Signature of Worker:	Date:	Signature of MWA Staff:	Date:
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(2/2012)
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B. APPROVAL BY MICHIGAN WORKS! AGENCY

- Verified adversely affected worker
- Training approved
- Training not approved (Reason): _____
- This worker is not able to enter training without advance payment(s).

Signature of MWA Manager or Designee:	Date:
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C. APPROVAL BY MICHIGAN WORKS! (Required only for training under a Michigan Works! Agency master contract)

- Training approved Training not approved (Reason) _____

Signature of MWA Manager or Designee:	Date:
---------------------------------------	-------

D. DETERMINATION OF ENTITLEMENT TO ALLOWANCES

ADVANCE PAYMENTS APPROVED

You are entitled to subsistence allowance at the rate of \$ _____ per day – Total advance payment approved \$ _____

You are entitled to transportation allowance at the rate of \$ _____ per day – Total advance payment approved \$ _____

Signature of MWA Manager or Designee:	Date:
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E. APPEAL RIGHTS

Individuals may appeal a determination, in person or by mail, where there is disagreement with a decision made by the MWA. A hearing before an Administrative Law Judge (ALJ) can be requested, in person or by mail, if the individual is in disagreement with the MWA issued re-determination. An individual who disagrees with the decision of an ALJ may request an appeal to the Board of Review. Refer to the procedure provided by the MWA.

Request for appeal must be received by the local office in the state in which you are filing, or by this Michigan Works! Agency, by the 30th day after the date mailed or, if such 30th day is a Saturday, Sunday, or legal holiday, by the next day which is neither a Saturday, Sunday, or legal holiday.

Determination ____ Redetermination ____

Date Mailed or Personally Served: _____

Signature - Michigan Works! Agency Representative: _____

The State of Michigan Workforce Development Agency, in compliance with applicable federal and state laws, does not discriminate in employment or in the provision of services based on race, color, religion, sex, national origin, age, disability, height, weight, marital status, arrest without conviction, political affiliation or belief, and for beneficiaries only, citizenship or participation in any federally assisted program or activity.

State of Michigan Workforce Development Agency BI-WEEKLY REQUEST FOR TRADE READJUSTMENT ALLOWANCES BY WORKERS IN TRAINING	MWA Office Location		
	Petition Number		
Claimant Name (Last, First, Middle) Address (Number, Street, City or County, State, Zip Code)	Training Weeks		
		Beginning Date	Ending Date
	1st Week		
Social Security Number	2nd Week		

A. TRADE READJUSTMENT ALLOWANCE (To Be Completed By Worker)
EXPLAIN ALL YES ANSWERS

1. Have you previously received a Trade Readjustment Allowance or any other Training Allowance for the weeks shown above? <input type="checkbox"/> YES <input type="checkbox"/> NO	Name of Program: Date Received : Amount Received \$:	First Week	Second Week
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B. WORKER CERTIFICATION

I authorize deduction for advances made to me, if appropriate. I give this information to support my request for allowances. The information contained in this request is correct to the best of my knowledge. I understand that penalties are provided for willful misrepresentation made to obtain allowances to which I am not entitled.

Claimant Signature	Date
--------------------	------

C. PARTICIPATION AND ATTENDANCE IN TRAINING (To Be Completed By Training Facility)
EXPLAIN ALL NO ANSWERS

1. From the beginning of training and through the training weeks shown above, has this worker satisfactorily participated in training? <input type="checkbox"/> YES <input type="checkbox"/> NO If NO, did good cause exist for worker's unsatisfactory participation? <input type="checkbox"/> YES <input type="checkbox"/> NO	Reason for unsatisfactory participation: Date Terminated: Last Hour and Date Attended:
2. Did you provide lodging and meals to this worker during the training weeks shown above? <input type="checkbox"/> YES <input type="checkbox"/> NO	If YES, Charge Per Day \$: Number of Days Provided:

3. Attendance Record: Enter **P** - for each day the worker was present.
NT - for each day the training facility did not conduct training.
E - for each day the worker was absent with good cause (Excused), and
A - for each day the worker was absent without good cause.

	SUN.	MON.	TUES.	WED.	THURS.	FRI.	SAT.	No. Days Training Scheduled	Status
First Week									Full-Time _____ Part-Time _____
Second Week									Full-Time _____ Part-Time _____

D. TRAINING FACILITY

The answers in Part C are in accordance with our records. Statements made by the claimant appear to be complete and correct to the best of my knowledge.		
Name of Training Facility	Signature of Training Official	Date
Name and Telephone Number of Person to Contact if Questions Arise Regarding This Form:		

GIVE ORIGINAL TO STUDENT

The State of Michigan Workforce Development Agency, in compliance with applicable federal and state laws, does not discriminate in employment or in the provision of services based on race, color, religion, sex, national origin, age, disability, height, weight, marital status, arrest without conviction, political affiliation or belief, and for beneficiaries only, citizenship or participation in any federally assisted program or activity.

REQUEST FOR RELOCATION ALLOWANCE

Petition No.: _____

Date of Request: _____

Paying State: _____

Claimant Name (Last, First, Middle)	Social Security No.
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Address (Street, City or County, State, Zip Code): _____

Address for Checking Mail (if different) _____

A. WORKER APPLICATION FOR RELOCATION ALLOWANCES

1. Were you totally separated from adversely affected employment? YES NO
 2. Are you currently employed? YES NO
- (If "YES," complete the information concerning your present employment below)

Name and Address of Firm	Date Employment is Expected to End
--------------------------	------------------------------------

3. Is this your first request for relocation allowances under the Trade Act under this petition? YES NO
- (If "NO", explain) : _____

4. Have you obtained suitable work, or do you have a bona fide offer of employment? YES NO
- (If yes, provide the following information) Suitable work is defined as employment with wages of at least 70% of the wages at the adversely affected employment

Name and Address of firm:	Job Title	Starting Date
	City and State of Relocation	Expected Date of Move

B. REQUEST FOR TRAVEL ALLOWANCES

TRAVEL IDENTIFICATION	NO. PERSONS	TRAVEL DATES		TRAVEL BY AUTO		TRAVEL BY COMMERCIAL CARRIER		
		From	To	Mileage	Cost	Type	No. Passengers	Actual Cost
Claimant Car No.								
Spouse Car No.								
Children*								
Other Family Members*								
Absent Children or Family Members*								
*NAMES OF TRAVELERS			AGE	RELATIONSHIP	JUSTIFICATION (Other family members late departure)			

C. REQUEST FOR TRANSPORTATION OF HOUSEHOLD GOODS

COMMERCIAL CARRIER			TRAILER HAULED BY AUTO			COMMERCIAL CARRIER AND/OR TRUCK RENTAL		
Service Type	No. Miles	Est. Charges	Service Type	No. Miles	Est. Charges	Service Type	No. Miles	Est. Charges
Moving			Trailer Rental			Trailer Hauled by Commercial Carrier		
Accessorial			Non-rented Trailer					
Insurance						Truck Rental		
TOTAL			TOTAL			TOTAL		

NAME AND ADDRESS OF COMMERCIAL CARRIER AND/OR RENTAL COMPANY: _____

D. REQUEST FOR LUMP SUM PAYMENT

Average weekly wage \$ _____
Multiplied by (x) 3= \$ _____

E. REQUEST FOR ADVANCE PAYMENTS

___ I request advance payment ___ Travel Allowance
___ Lump Sum Payment ___ Transportation of Household Goods

F. CLAIMANT CERTIFICATION

I give this information to support my request for relocation under the Trade Act of 1974, as amended. The information contained in this request is correct and complete to the best of my knowledge. I understand that penalties are provided for willful misrepresentation made to obtain allowances to which I am not entitled. I further certify the funds will be used for the intended purpose and that I will provide proof of such expenditures as required. (See form BWT-925-S for instructions.) I will repay any amount overpaid.

Claimant Signature: _____ Date: _____

G. DETERMINATION

1. ___ You are ELIGIBLE to receive Relocation Allowances under Section 238 of the Trade Act of 1974, as amended
2. ___ You are NOT ELIGIBLE to receive Relocation Allowances under Section 238 of the Trade Act of 1974, as amended, because:
 - a. ___ You were not totally or partially separated from adversely affected employment.
 - b. ___ You did not apply for Relocation Allowances **prior** to moving.
 - c. ___ You did not apply for Relocation Allowances within 425 days of the date you were certified as eligible to apply for Trade Adjustment allowances or within 425 days of the date of your first separation from adversely affected employment or within 182 days after the date you completed training to which you were referred the Michigan Works! Agency.
 - d. ___ You were not totally separated from employment when your relocation began.
 - e. ___ You can reasonably be expected to obtain suitable employment in the area in which you reside.
 - f. ___ You have not obtained suitable employment or a bona fide offer of suitable employment in the area of intended relocation.
 - g. ___ Your relocation did not occur within 182 days from the date your application was filed or within 182 days after the date you completed training to which you were referred by Michigan Works! Agency.

3. ___ Relocation Allowances are approved for payment of the following costs:

<ol style="list-style-type: none"> a. ___ TRAVEL EXPENSE at \$ _____ computed 90% of the total of: (1) \$ _____ at _____ per mile for _____ privately owned automobiles for _____ miles. b. ___ LODGING AND MEALS of \$ _____ computed at 90% of the lesser of: _____ (1) \$ _____ of actual expenses, or (2) 50% of federal daily living allowances. 	<ol style="list-style-type: none"> c. ___ MOVING ALLOWANCE of \$ _____ computed at 90% of: _____ (1) \$ _____ for cost of commercial carrier or trailer hauled by commercial carrier rental trailer or truck. (2) \$ _____ computed by \$ _____ per mile for \$ _____ miles for trailer or house trailer hauled by automobile. d. ___ LUMP SUM of \$ _____ computed at 3 X \$ _____ (average weekly wage) not to exceed \$1,250
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Final Adjustments:

TOTAL AMOUNT PAID \$ _____
Date of Payment _____

Signature of Michigan Works! Agency Manager or Designee	Date
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H. APPEAL RIGHTS

Individuals may appeal a determination, in person or by mail, where there is disagreement with a decision made by the MWA. A hearing before an Administrative Law Judge (ALJ) can be requested, in person or by mail, if the individual is in disagreement with the MWA issued re-determination. An individual who disagrees with the decision of an ALJ may request an appeal to the Michigan Compensation Appellate Commission. Refer to the procedure provided by the MWA.

Request for appeal must be received by the local office in the state in which you are filing, or by this agency, by the 30th day after the date mailed or, if such 30th day is a Saturday, Sunday, or legal holiday, by the next day which is neither a Saturday, Sunday, or legal holiday.

Determination ___ Redetermination ___

Date Mailed or Personally Served: _____

Michigan Works! Agency: _____

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**APPLICATION FOR JOB SEARCH ALLOWANCE
TRADE ACT**

Claimant Name: _____

SSN: _____

Address (Street, City or County, State, Zip Code): _____

Date of Last Total Separation: _____ Petition # _____

B. WORKER REQUEST

Is this your first request for a job search allowance under this petition? YES NO

If "NO," explain:

Interview Information: If more than two interviews are scheduled, attach a second page.

C. Name & Address of Firm Where Interview is Scheduled:

_____	Date & Time of Interview:	Job Title Interviewed for:
_____	_____	_____
_____	Departure Date:	Return Date:
_____	_____	Estimated Number of Miles Traveled
_____	_____	_____

Contract Person Name & Phone Number:

2) Name & Address of Firm Where Interview is Scheduled:

_____	Date & Time of Interview:	Job Title Interviewed for:
_____	_____	_____
_____	Departure Date:	Return Date:
_____	_____	Estimated Number of Miles Traveled
_____	_____	_____

Contact Person Name & Phone Number:

D. CLAIMANT CERTIFICATION

Claimant Signature: _____ Date: _____

C. DETERMINATION

1. Claimant has applied for Job Search Allowance within 365 days of certification of qualifying separation OR has completed TAA training within the past 182 days? YES NO
2. Certification of suitable work on file? YES NO (Suitable work is defined as employment with wages of at least 70% of the wages at the adversely affected employment.)
3. Job Search will begin on: _____ and must be completed on or before _____.

To Be Completed by Michigan Works! Agency: Job Search allowance is approved for advance payment based on the following estimated costs:

	<u>Estimated Cost</u>	<u>OR</u>	<u>Federal Per Diem Rate (PDR)</u>	<u>50% of the Federal PDR</u>	<u>50% PDR or estimated</u>	<u>60% Advance</u>
___ Travel Expense Commercial Carrier	\$ _____		\$ <u>NA</u>	\$ <u>NA</u>	\$ _____	\$ _____
Privately owned automobile No. of Miles _____ round-trip	\$ _____		\$ <u>NA</u>	\$ <u>NA</u>	\$ _____	\$ _____
___ Lodging Cost No. Nights _____ @ Actual Daily Rate Not to exceed 50% of Federal per diem	\$ _____		\$ _____	\$ _____	\$ _____	\$ _____
___ Meals No. Days _____ @ Actual Daily Co Not to exceed 50% of Federal per diem	\$ _____		\$ _____	\$ _____	\$ _____	\$ _____
Totals	\$ _____		\$ _____	\$ _____	\$ _____	\$ _____

Final reimbursement amount for Travel Allowance is 90 percent of: the actual cost of a round trip by the most economical means, or the prevailing mileage rate by federal travel regulations. Payment for Lodging & Meals is 90 percent of the lesser of the actual cost to the individual, or 50 percent of the prevailing per diem allowance rate authorized under federal travel regulations. (Refer to: <http://www.gsa.gov>) Total reimbursement per worker per certification is limited to \$1,250.

Signature of Michigan Works! Agency Staff:	Date:
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D. ADVANCE PAYMENT INFORMATION

I request advance payment of:		
\$ _____ Travel Expenses	\$ _____ Lodging Cost	\$ _____ Meals
I understand the total amount of Job Search Allowance to be reimbursed will be reduced by the amount of the allowance advanced. I will repay any amount overpaid.		

E. VERIFICATION

	<u>Actual Cost</u>	<u>OR</u>	<u>Federal Per Diem Rate (PDR)</u>	<u>50% of the Federal PDR</u>	<u>50% PDR OR Actual Cost</u>
___ Travel Expense Commercial Carrier	\$ _____		\$ NA	\$ NA	\$ _____
Privately owned automobile No. of Miles ___ round-trip	\$ _____		\$ NA	\$ NA	\$ _____
___ Lodging Cost No. Nights _____ @ Actual Daily Rate Not to exceed 50% of Federal per diem	\$ _____		\$ _____	\$ _____	\$ _____
___ Meals No. Days _____ @ Actual Daily Cost Not to exceed 50% of Federal per diem	\$ _____		\$ _____	\$ _____	\$ _____

This Job Search was completed and the individual has certified that the job interview(s) occurred and the amounts expended daily for lodging and meals have been verified via the submission of actual receipts.

___The total reimbursement costs have been calculated and the job searcher is due \$ _____.

___The total reimbursement costs have been calculated, the advance payment deducted, and the job searcher is due an additional \$ _____.

___The total reimbursement costs have been calculated, the advance payment deducted, and the job searcher has remitted payment of \$ _____.

Signature of MWA Staff: _____

Date: _____

F. APPEAL RIGHTS

Job Search Allowance is denied for the following reasons(s) _____

Signature of Michigan Works! Agency Staff:	Date:
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Request for appeal must be received by the local office in the state in which you are filing, or by this agency, by the 30th day after the date mailed or, if such 30th day is a Saturday, Sunday, or legal holiday, by the next day which is neither a Saturday, Sunday, or legal holiday.

Determination: _____ Redetermination: _____

Date Mailed or Personally Served: _____

Michigan Works! Agency: _____

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CLAIMANT INSTRUCTIONS FOR RELOCATION ALLOWANCE

Time Limit

You must begin your relocation within 182 days after you apply for a relocation allowance (or within 182 days after you complete training).

Final Statement Required

Relocation will be completed when you, your family, and your household goods and personal effects have actually been moved to the area of relocation and you have established a residence.

When relocation has been completed, you must submit to the Michigan Works! Agency (MWA) a final statement covering the following:

- A. Name, dates, and mode of transportation of each member of your family who actually relocated: "Family" includes the following members of your household whose principal residence is with you in a home that you would have maintained but for your unemployment: (1) spouse, (2) unmarried children, including step-children or adopted children, under 21 years of age (or any age if incapable of self-support because of mental or physical incapacity), and (3) any other person for whom you would be entitled to a deduction for income tax under the Internal Revenue Code of 1954. (When a family member plans to move after the other members of your family have actually relocated, a final statement regarding that family member's travel must also be submitted.)
- B. Actual cost of lodging and meals for you and each family member while traveling to your new residence. Submit receipts for meals and each night's lodging.
- C. Actual cost of transporting your households' goods: Upon completion of the transportation of household goods, promptly submit to the MWA:
 1. Commercial carrier: Submit the original or certified copy of the bill of lading prepared by the carrier and the receipt showing payment. You are also required to submit a check covering the amount of any advance payment made to you that exceeds the actual amount charged for transportation of your household goods.
 2. Trailer or house trailer hauled by commercial carrier: Submit an itemized bill showing payment of the actual rental charges. You are also required to submit a check covering the amount of any advance payment made to you that exceeds the actual hauling charges.
 3. Rented trailer or truck: Submit an itemized bill showing payment of the actual rental charges. You are also required to submit a check covering the amount of any advance payment made to you that exceeds the actual amount charged for trailer or truck rental. Also submit receipts for fuel for rental truck.
- D. If temporary storage for household goods and personal effects was necessary, submit a bill from the storage company showing payment of the storage costs. (Limit of 60 days storage.)
- E. State the date you actually entered employment with the employer shown in Part A, Item 4 of Form BWT-925. If you failed to enter employment with this employer, explain why. If you are currently employed by another employer, provide name, address, and the date you entered such employment.

PRINT YOUR NAME, NEW ADDRESS, AND SOCIAL SECURITY NUMBER ON YOUR FINAL STATEMENT.
SEND YOUR FINAL STATEMENT AND DOCUMENTATION TO:

Michigan Works! Agency _____

Address _____

IF YOU WERE OVERPAID (SEE ITEM C OF THIS FORM), ENCLOSE A CHECK FOR THE FULL AMOUNT PAYABLE TO THE MICHIGAN WORKS! AGENCY AND SUBMIT WITH YOUR FINAL STATEMENT. IF YOU WERE UNDERPAID (ACCORDING TO ITEM C), YOU WILL RECEIVE AN ADJUSTMENT CHECK FROM THE MWA.

