



Montana Department of LABOR & INDUSTRY

1
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7 Trade Adjustment Assistance (TAA) 2015 Amendment Policy

8 **Background:** Under the Trade Act of 1974, as amended, workers whose employment is adversely affected by
9 foreign trade may apply for TAA. The Act has been amended several times most notably in 1993 with the
10 passage of the North American Free Trade Agreement (NAFTA); the Trade Reform Act of 2002, which among
11 other measures, repeals NAFTA; and the Trade and Globalization Adjustment Assistance Act of 2009, which
12 expanded eligible work groups to include the service sector. On February 14, 2011, the 2009 Amendments
13 expired, and all petitions received and certified after that date reverted to the 2002 Amendments. On October
14 21, 2011, the President signed the Trade Adjustment Assistance Extension Act (TAAEA) of 2011 into law which
15 created a new set of provisions that combined some elements from TAA 2002 with some from TAA 2009 and
16 established some new provisions. On December 31, 2013, the majority of TAA 2011 provisions were allowed to
17 sunset causing the creation of a new hybrid of provisions. This resulted in TAA Reversion 2014 which combined
18 aspects of TAA 2002 and TAA 2011. On June 28, 2015, the President signed the Trade Adjustment Assistance
19 Reauthorization Act (TAARA) of 2015 into law which retained provisions of TAA 2011 and eliminated the TAA
20 2002 provisions that were in TAA Reversion 2014.

21 TAA includes a variety of benefits and reemployment services to help unemployed workers prepare for and
22 obtain suitable employment in sustainable occupations. Workers may be eligible for training, job search
23 allowance, relocation allowances and other reemployment services. Weekly Trade Readjustment Allowances
24 (TRA) may be payable to eligible workers following the exhaustion of Unemployment Insurance (UI) benefits.
25 Another benefit that may be available to older TAA eligible workers is a wage subsidy when the worker obtains
26 new employment that pays less than their previous wage.

27 **Table of Contents:**

28 [Outreach and Petition Process](#)

29 [Trade Readjustment Allowances \(TRA\)](#)

30 [Individual Eligibility, Assessment and Case Management](#)

31 [Reemployment Services](#)

32 [Classroom Training](#)

33 [On-The-Job Training \(OJT\)](#)

34 [Supportive Services](#)

35 [Administration](#)

36 [Program Performance](#)

1 [Fiscal](#)

2 [Management Information System](#)

3 **I. Scope:** This policy applies to all service providers operating TAA, TAA program managers, TAA fiscal
4 officers and the TAA monitoring team. This policy is effective April 30, 2018.

5 **II. Policy:**

6 **A. Outreach and Petition Process:**

7 **1. Eligibility Requirements for TAA Certification:**

- 8 **a)** Group Eligibility must be established for workers whose jobs may be affected. A petition must be filed
9 with the U.S. Department of Labor, Trade Adjustment Assistance Program (TAAP). Petitions may be filed
10 by a company representative, a group of three or more workers, their union, or an authorized
11 representative.
- 12 **b)** Workers must have produced an article or item; produced component parts of finished articles
13 produced by customer(s); supplied testing, packaging, maintenance & transportation services to
14 companies with TAA certification; supplied a service; or been identified in an Internal Trade Commission
15 (TIC) “injury” determination. Shift in production or increased imports can be from any foreign country.
- 16 **c)** TAAP will initiate an investigation to determine whether foreign trade contributed significantly to
17 decreased sales and/or production and to worker separations. If so, the affected group of workers is
18 certified as eligible to apply for TAA. The certification will contain an “Impact Date” which may be up to
19 one year prior to the date of the petition. The certification period begins on the Impact Date and ends
20 two years after the Certification Date, unless an earlier Termination Date is specified in the certification.
- 21 **d)** The Trade Readjustment Assistance (TRA) Coordinator will notify potentially covered workers that their
22 employer has been certified. The notice will instruct each worker to contact the One Stop Center to
23 apply for an individual determination of entitlement to TAA benefits. TAA and TRA entitlements are
24 determined separately. The notice of entitlement will indicate that the worker is entitled to TRA and/or
25 TAA.
- 26 **e)** Workers totally or partially separated, as well as workers who receive a threat of separation, within the
27 certification period are eligible to apply for TAA.

28 **2. TAA Petition Process and Determinations:**

- 29 **a)** The purpose of Trade Act legislation is to assist workers who have been impacted by foreign competition
30 to return to suitable work as quickly as possible. The TAA program assists with activities to achieve that
31 goal. The TRA program may provide income support during that process.
- 32 **b)** Certification is an official authorization by the U.S. Department of Labor (USDOL) for a specified group of
33 workers to apply for adjustment assistance. Once a company’s workers are certified, any of them who
34 have been laid off or whose hours are cut significantly are eligible to apply for benefits. The certification
35 process includes the petition process and the notification process.
- 36 **c) Petition Process:**
- 37 **(1)** In circumstances where workers have been partially or fully separated from employment, and
38 indications exist that the negative actions may have been a result of foreign competition, a
39 petition may be filed with USDOL Division of Trade Adjustment Assistance (DTAA). A petition is a
40 request to have the circumstances investigated and for issuance of an eligibility certification for
41 the impacted workers to apply for assistance. A petition may be filed by one of the following:
- 42 **(a)** A union or other duly authorized representative of such workers;
- 43 **(b)** A group of three or more workers;
- 44 **(c)** The employer; or
- 45 **(d)** One-Stop operators or partners (including state employment security agencies and
46 dislocated worker units).
- 47 **(2)** If the petition arrives at the Montana Department of Labor & Industry (DLI) and has not been
48 filed with USDOL, DLI must immediately transmit the petition to USDOL. If a petition is received
49 by DLI and USDOL on the same day, the petition will be considered to have been simultaneously

1 filed with both entities. If USDOL and DLI do not receive a petition on the same day the petition
2 will be considered filed on the later of the two different receipt dates.

3 **d) Who is Covered by a Certification:**

- 4 (1) The certification covers all members of the worker group who are laid off or threatened with
5 layoff during the three-year period beginning one year before the petition was filed (impact date)
6 and ending two years after the date of the certification. Each certification specifies the
7 beginning and ending dates.
8 (2) Workers who are found to be secondarily impacted, as defined in Trade Act law, are eligible to
9 apply for the same benefits and services as workers certified as primarily impacted; the benefits
10 and services for both primarily and secondarily affected workers are paid from TAA funds.

11 **e) Services Available:**

- 12 (1) Services that must be made available are as follows:
13 (a) Comprehensive and specific assessment of skill levels and service needs;
14 (b) Development of an employment plan to identify goals, objectives and appropriate
15 training;
16 (c) Information on available training and how to apply for it;
17 (d) Information on how to apply for various forms of financial aid;
18 (e) Short term prevocational services, including development of learning skills,
19 communication and interviewing skills;
20 (f) Individual career counseling, including job search and placement counseling;
21 (g) Labor Market Information (LMI);
22 (h) Information and referral to supportive services, including services relating to child care,
23 transportation, housing assistance, etc.
24 (2) Other components or partner programs of the Trade Act are listed below. Case managers must
25 create an Individual Employment Plan (IEP) to assist workers to return to suitable work as soon
26 as possible.
27 (a) Training Services
28 (b) Waiver from Training
29 (c) Job Search Allowance
30 (d) Relocation Allowance
31 (e) TRA
32 (f) Reemployment Trade Adjustment Assistance (RTAA)

33 **3. *Post Determination:***

- 34 **a)** Upon receipt of the secure file by the State TAA Coordinator, the information shall be imported into
35 MWorks. This establishes each worker on the list as a potential enrollment into TAA under the petition.
36 **b)** If the individual's name is not on an available list, but the case manager has documentation of TAA
37 eligibility, then the case manager shall contact the State TAA Coordinator.
38 **c)** When an individual worker entered under the petition meets the definition of either an incumbent
39 worker, a liable state worker, or an agent state worker; the case manager must check the appropriate
40 box in MWorks. This is necessary to ensure accurate federal reporting.

41 **B. Trade Readjustment Allowances (TRA) - Requirements, Duration and Benefits:**

42 **1. *Basic TRA:***

- 43 **a)** To be eligible for Basic TRA benefits, a TAA client must exhaust regular UI, all extensions, or have an
44 expired claim.
45 **b)** The eligibility period for Basic TRA is the 104-week period following the week of the client's last total
46 qualifying layoff from Trade impacted employment. A total qualifying layoff for TRA purposes is a layoff
47 of 7 days or more. The eligibility period is reset following each subsequent qualified layoff, provided the
48 TAA client meets the criteria for a TRA claim.
49 **c)** The TRA weekly benefit amount is always the same as the UI weekly benefit amount from the parent
50 claim, even if the 104-week eligibility period is reset.

- 1 d) The maximum Basic TRA amount payable is 52 times the TRA weekly benefit amount from the parent
2 claim minus the total sum of unemployment insurance the TAA client was entitled under that claim and,
3 if applicable, any benefit extensions, regardless of whether or not the TAA client actually received the
4 benefits.
- 5 e) To receive Basic TRA, the TAA client must:
- 6 (1) Be enrolled in TAA approved training by the later of:
- 7 (a) The last day of the 26th week after the TAA participant's most recent qualifying layoff;
- 8 (b) The last day of the 26th week after the week DOL issued the certification
- 9 OR
- 10 (c) Be participating in or within 30 days of starting TAA approved training;
- 11 OR
- 12 (d) Be actively seeking work and on a training waiver by the later of:
- 13 (i) The last day of the 26th week after the TAA participant's most recent qualifying
- 14 layoff; or
- 15 (ii) The last day of the 26th week after the week DOL issued the certification.
- 16 OR
- 17 (e) Have completed a TAA approved training plan and be actively seeking work.
- 18 (2) TAA clients must be fully registered in MWorks and the case manager must take an active role
- 19 to help the client secure employment.

20 2. *Additional TRA*

- 21 a) TAA clients must be participating in an approved full-time training program, have exhausted Basic TRA
- 22 and meet all other requirements for TRA.
- 23 b) Payments of Additional TRA may be made only for those weeks during the 78-week eligibility period
- 24 following the last week of entitlement to Basic TRA and during the weeks in which the TAA client is
- 25 participating in TAA approved training.
- 26 c) Addition TRA is not available after completing training or during waivers of training.
- 27 d) To accommodate breaks in training, the client may collect 65 weeks of Additional TRA benefits during a
- 28 span of 78 weeks. This enables workers to participate in longer training with possible longer breaks in
- 29 training.
- 30 e) The 78-week eligibility period begins with the earlier of:
- 31 (1) The immediate week after the TAA client exhausts Basic TRA and is participating in training; or
- 32 (2) The week that the TAA client begins participating in full-time TAA approved training (this occurs
- 33 when training starts after all rights to UI and Basic TRA are exhausted under a waiver).

34 3. *Completion TRA*

- 35 a) Completion TRA (additional period of up to 13 weeks of income support) is payable only if the client is
- 36 attending TAA approved training and has exhausted all rights to Additional TRA. Clients may qualify for
- 37 Completion TRA when all the following five additional criteria are met:
- 38 (1) The requested weeks are necessary for the client to complete a training program that leads to
- 39 completion of a degree or industry recognized credential; and
- 40 (2) The client is attending training in each week; and
- 41 (3) The client has substantially met the performance benchmarks established in the approved
- 42 training plan (must have maintained satisfactory academic standing and be scheduled to
- 43 complete training within training plan specified time frame); and
- 44 (4) The client is expected to continue to make progress toward completion of approved training;
- 45 and
- 46 (5) The client will be able to complete training during the period authorized to receive Completion
- 47 TRA.
- 48 b) Assuming all other requirements are met, clients may qualify for up to 13 weeks of Completion TRA,
- 49 which is payable during the 20-week period that begins with the first week in which they file a claim for
- 50 Completion TRA.

1 **4. Breaks in Training**

- 2 a) Eligibility for Basic and Additional TRA continues during scheduled breaks in training, but only if a
3 scheduled break is no longer than 30 days (not counting weekends and holidays) and all the following
4 additional conditions are met:
- 5 (1) The TAA client was participating in TAA approved training immediately before the beginning of
6 the break;
 - 7 (2) The break is preapproved in the published academic schedule, or the previously established
8 schedule of training issued by the training provider, or is indicated in the training program
9 approved for the TAA client; and
 - 10 (3) The TAA client resumes participation in training immediately after the break.
- 11 b) Payment during a break is allowable using the following formulas to determine a TAA client's eligibility:
- 12 (1) The break begins on the day following the last day of scheduled training and up to the last day
13 of the break preceding the next scheduled day of training. Weekend days are not counted
14 unless they are normally scheduled for training. Official state and federal holidays are not
15 counted.
 - 16 (2) If the number of days is 30 or less, the TAA client can be paid during the entire break.
 - 17 (3) If the number of days is more than 30, the TAA client cannot be paid Basic or Additional weeks
18 of TRA during the full weeks of the break. This includes summer breaks. However, a TAA client
19 can be paid for any week that at least one day of training is scheduled and attended.
 - 20 (4) If a training facility closes before a scheduled break because of an emergency situation, any
21 days of closure due to the emergency are not counted as part of the break.

22 **5. Extended Benefits Work Test**

- 23 a) Clients receiving Basic TRA must meet the requirements of the Extended Benefits Work Test, as follows:
- 24 (1) Be able to work;
 - 25 (2) Be available for work;
 - 26 (3) Register for work and be available for referral or accept referral to suitable work by the case
27 manager;
 - 28 (4) Apply for any suitable work the TAA client is referred to by the case manager;
 - 29 (5) Accept any offer of suitable work; and
 - 30 (6) Actively engage in seeking work and furnish the case manager with tangible evidence of four
31 such efforts each week.
- 32 b) Job search requirements for TRA are stricter than regular unemployment benefits and include:
- 33 (1) Clients are expected to look even harder for work than before. This means they must make a
34 minimum of two employer contacts each week. Replacing their four employer contacts each
35 week with approved in-person activities is not allowed while collecting TRA.
- 36 c) Clients must look for work every week they want benefits even if they are:
- 37 (1) Working;
 - 38 (2) Returning to work shortly; or
 - 39 (3) A union member.
- 40 d) When clients file their weekly claim, they must report their job search contacts on the claim form. They
41 need to indicate: date of employer (or union) contact, employer's name and place of business (union
42 members may list the union name and place of business for one contact), how the contact was made
43 (in person, phone, internet, email, mail), contact person or job reference number, and position applied
44 for.
- 45 e) Suitable Work
- 46 (1) Clients must seek and accept any offer of "suitable" work while collecting TRA. Because of the
47 length of unemployment, clients are required to accept almost any work they can do – even if it
48 is not in their normal occupation. Therefore, any job is considered suitable if:
 - 49 (a) It is within the client's capabilities, and
 - 50 (b) The gross weekly pay is greater than the client's weekly benefit amount, and
 - 51 (c) It pays at least minimum wage where the client lives.

1 (2) Clients do not have to accept work if the job is vacant due to a labor dispute, the working
2 conditions are less favorable than similar work in their labor market, or they are required to join
3 or resign from a union.

4 f) Failing to Actively Seek Work

5 (1) DLI will deny benefits if the client does not meet the job search requirements or does not report
6 their job search contacts for any week they claim TRA. Unlike regular benefits, clients are not
7 only denied for the week they do not look for work. The denial continues until the client works at
8 least four weeks and earns four times their weekly benefit amount.

9 g) Failing to Apply for or Accepting Suitable Work

10 (1) If a client refuses to apply for suitable work when referred by the case manager or refuses to
11 accept suitable work when offered during any week they claim TRA, DLI will deny benefits until
12 they work at least four weeks and earn four times their weekly benefit amount.

13 (2) If the work was suitable under regular benefit rules, and DLI decides the client did not have
14 good cause to not apply for or accept the work, DLI may also deny benefits for at least seven
15 weeks and until the client earns seven times their weekly benefit amount.

16 h) Previous Disqualification

17 (1) If the client was previously disqualified from receiving regular benefits, DLI will deny their TRA
18 until they return to work and meet the requalification requirements as stated in the original
19 denial.

20 6. *Overpayments*

21 a) If DLI or a court determines an individual has received any TAA benefits, including TRA, that they are not
22 entitled, that individual is liable to repay those benefits to DLI.

23 b) TRA overpayments may be recovered by deduction from any sums payable under TRA, UI, or other
24 benefits paid with respect to unemployment under a program administered by DLI.

25 c) Unless an overpayment is due to fraud, recovery of overpayments of TRA are waived if it would cause a
26 financial hardship for the individual or the individual's household, when taking into consideration the
27 income and resources reasonably available to the individual or household and other ordinary living
28 expenses of the individual.

29 7. *Reemployment Trade Adjustment Assistance (RTAA)*

30 a) RTAA is a wage subsidy for workers 50 years of age or older which replaces the Alternative Trade
31 Adjustment Assistance (ATAA) program. Clients receiving RTAA are entitled to received employment and
32 case management services and may be eligible to enroll in TAA approved training. Workers must be
33 working full time and not be in a TAA funded training program. Further, they may qualify for RTAA when
34 working part-time, employed at least 20 hours a week, and participating in a full time TAA-approved
35 training program. Clients may choose between receiving TRA or RTAA (even if they have received some
36 TRA payments), but they may not receive both payments concurrently or receive TRA after receiving
37 RTAA wage supplement.

38 b) To be eligible for RTAA a client must:

39 (1) Be currently enrolled in TAA;

40 (2) Be at least 50 years of age;

41 (3) Have reemployment wages that do not exceed \$50,000 annually, excluding overtime and
42 bonuses;

43 (4) Have employment on a full-time basis as defined by State law and not enrolled in TAA approved
44 training; or

45 (a) Employed at least 20 hours per week and enrolled in TAA approved training, or

46 (b) In an On-the-Job Training (OJT) program, or

47 (c) In a registered apprenticeship training program.

48 c) The worker may be age 50 at the time of reemployment or reach the age of 50 during such
49 employment. Wage subsidy payments may only be made for periods after the worker has reached age
50 and meets all RTAA requirements.

- d) Full-time employment is defined by State law and may include multiple employers adding up to full-time employment, self-employment, and work involving wages plus commission or piecework. The worker can return to the Trade-affected firm but cannot return to the same division/facility performing the same job duties from which the worker was separated.
- e) The worker can reapply for RTAA if subsequent employment is obtained within two years from the date of original reemployment.
- f) RTAA is not payable during periods of unemployment; however, payments are allowed when the worker is on employer allowed release time, such as sick leave or unpaid holidays. RTAA payments may not be paid prior to enrollment in TAA or retroactively.
- g) Clients must verify continued employment by submitting pay stubs monthly.
- h) RTAA payments are 50% of the difference between the new salary and old salary for a two-year eligibility period and up to a maximum of \$10,000. Overtime or bonuses earned are not considered when computing RTAA wage subsidy.
- i) Clients may choose between receiving TRA or RTAA, even if they have received some TRA payments; however, they may not receive both payments concurrently or receive TRA after receiving RTAA wage supplement.

8. *Eligibility Period*

- a) Clients can receive TRA and then apply and receive RTAA. A client cannot apply for and receive RTAA and then go back to TRA. RTAA payments may be retroactive when approved.
- b) For clients who have not received TRA, RTAA eligibility is a period not to exceed 2 years (104 weeks) beginning the earlier of:
 - (1) The date on which the client exhausts all rights to unemployment insurance based on the separation from the adversely affected employment; or
 - (2) The date the client obtains reemployment.
- c) Clients who have received TRA payments may receive RTAA benefits for a period of 104 weeks beginning the date of reemployment reduced by the number of weeks they received TRA.

9. *Total Amount of Payments*

- a) Clients who have not received TRA payments:
 - (1) May receive up to \$10,000 during the 104-week eligibility period.
- b) Clients who have received TRA payments:
 - (1) May receive an amount equal to the product of \$10,000 and the ratio of the number of weeks in the eligibility period.

C. *Individual Eligibility, Assessment and Case Management:*

1. *Individual Eligibility Determination & Enrollment Process:*

- a) After a Trade Act petition has been certified, impacted workers may submit a request to determine if they meet individual eligibility requirements for TAA and/or TRA.
- b) The official request for TAA and TRA determination is the ETA-855. This document is used only for Montana petitions. If workers are/were employed by a Montana Trade certified company and filed a Montana unemployment claim at the time of layoff, they must apply through Montana even if they live in another state. If workers living in Montana believe they may be covered by a certified petition in another state and have a UI claim in that state, they must follow procedures in that state, beginning with contact with the others state's UI/TRA program.
- c) The ETA 855 is to be completed jointly by the impacted workers and TAA case managers. All questions must be answered carefully and completely. The completed and signed ETA 855 is then submitted to the TRA Unit/Coordinator for determination.

2. *TAA/TRA Eligibility Determination*

- a) Upon receipt of the ETA 855, the TRA Coordinator will review the employer provided list of impacted workers and declare the worker TAA/TRA eligible or ineligible based on whether his/her name appears on the list. The employer list may have two sections:

- (1) Workers who have been separated from the business, and
- (2) Threatened workers - those who are still working and have received a layoff letter. The only service beyond case management that a threatened worker can receive is pre-layoff or incumbent worker training.

3. *Notification of TAA/TRA Eligibility*

- a) Upon determination, a worker is issued an ETA 857 – Determination of Entitlement TAA/TRA. Determination for both TAA and TRA are included in the ETA 857. It is possible that workers may qualify for TAA but not TRA.
- b) An eligible determination must be made before delivering TAA services to individuals. Case managers must inform these workers that requests for specific services cannot be considered until the individual determination is completed.

4. *Enrollment in TAA*

- a) If the worker is determined to be covered by a qualifying petition, her/she may then be enrolled in TAA as appropriate. The following must be completed by the case manager:
 - (1) The case manager must create the TAA application, enrollment and other appropriate entries in MWorks.
 - (2) Conduct or schedule appropriate assessments if not already done for WIOA enrollment.
 - (3) Begin development of an [IEP \(WIOA.16\)](#) if one has not already been initiated for WIOA. TAA requires a separate Client Agreement signature page.
 - (4) Start an Employment Plan in MWorks and enter activities/services as they are provided - or update the EP started for WIOA.
 - (a) The [WIOA Application \(WIOA.08\)](#) is used for TAA application purposes. Since most TAA clients are co-enrolled in WIOA, ensure that the WIOA application is properly signed and all WIOA requirements are met. If enrollment is done within the 45-day application window, the same application can be used for WIOA and TAA co-enrollment. If the co-enrollment occurs 45 days after the initial application is completed, a new WIOA Application must be completed.
- b) Case managers are to follow instruction for WIOA clients regarding when an employment plan must be printed and signed.
- c) A client file must be started with the proper documents:
 - (1) ETA 855- Request for Trade Act Determination
 - (2) ETA 857- Determination of Entitlement TAA/TRA
 - (3) All other documentation needed for eligibility, enrollment and Data Validation as noted on the [Dislocated Worker Eligibility Verification Worksheet \(WIOA.11\)](#). This includes documentation of citizenship or legal alien status and Selective Services registration if applicable.

5. *Case Management:*

- a) Case management services are to be made available to clients enrolled in TAA. Case managers are responsible for delivering the following services and information:
 - (1) Comprehensive and specialized assessment of skill levels and service needs through:
 - (a) Diagnostic testing and use of other assessment tools; and
 - (b) In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
 - (2) Development of an IEP to identify employment goals and objectives, and 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, and notifying workers that the workers may request financial aid

- 1 administrators at institutions of higher education to use the administrators' discretion under
2 section 479A to use current year income data, rather than preceding year income data, for
3 determining the amount of need of the workers for Federal Financial Assistance under Title IV.
- 4 (5) Short-term prevocational services, including development of learning skills, communications
5 skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to
6 prepare individuals for employment or training.
- 7 (6) Individual career counseling, including job search and placement counseling, during the period
8 in which the individual is receiving a trade adjustment allowance or training and after receiving
9 such training for purposes of job placement.
- 10 (7) Provision of employment statistics information, including the provision of accurate information
11 relating to local, regional, and national labor market areas, including:
- 12 (a) Job Vacancy listings in such labor market areas;
13 (b) Information on job skills necessary to obtain jobs identified in job vacancy listings;
14 (c) Information relating to local occupations that are in demand and earnings potential of
15 such occupations; and
16 (d) Skill requirements for local occupations.
- 17 (8) Information relating to the availability of supportive services, including services relating to child
18 care, transportation, dependent care, housing assistance, and need-related payments that are
19 necessary to enable an individual to participate in training.
- 20 (9) Co-enrolling in all applicable programs as appropriate.
- 21 (10) Process application for training, job search, and relocation allowances.
22 (11) Process applications for waivers from training, performing required reviews of waivers,
23 and issuing written denials when appropriate.
- 24 (12) Coordinating joint training plans and reemployment services as appropriate.
25 (13) Monitor the progress of workers in approved training.
26 (14) Terminating individuals from the program at the appropriate time.
- 27 b) Client responsibilities are as follows:
- 28 (1) Obtaining prior approval for any type of service or assistance from the Trade Program;
29 (2) Informing case manager of progress;
30 (3) Informing case manager of changes (address, phone number, classes or training, personal
31 situations, etc.) in a timely manner (as it is happening, not weeks/months later);
32 (4) Informing case manager of problems in any area (training, personal, financial, etc.) that could
33 impact successful completion of training;
34 (5) Informing case manager of work status (if client quits it can cause UI issues);
35 (6) Timely submission of copies of grades, certifications, diplomas, registration schedule, bills,
36 receipts, etc.
- 37 6. *Comprehensive Assessment:*
- 38 a) A complete assessment is an independent, comprehensive evaluation of an individual, designed to
39 identify information vital to the development of a service strategy and to set goals and objectives, which
40 culminate in gainful employment.
- 41 b) The IEP shall be revised on a regular basis and amended, as appropriate, when additional needs are
42 identified, or goals are achieved. The assessment is a holistic, ongoing, process and should not be
43 viewed as a one-time event. It shall include a full array of options for the client from which program
44 staff, together with the client, make informed decisions and select the appropriate services, which will
45 best enable the client to seek and retain long-term self-sufficient employment.
- 46 (1) Assessment means an examination of the capabilities, needs and vocational potential of an
47 applicant or client.
- 48 (2) An assessment indicates that additional services are appropriate and triggers the completion of
49 an IEP and registration. A comprehensive assessment is completed upon enrollment in TAA. The
50 comprehensive assessment provides specific information for the development of the IEP.
- 51 (3) TAA case managers must use the assessment tools provided through the Montana Career
52 Information System (MCIS) when working with their clients in the comprehensive assessment

1 process. Using this tool, the client will create a customized electronic portfolio, if one hasn't
2 already been established, which will guide their career planning and be accessible to partner
3 program operators such as Adult Basic Education and Vocational Rehabilitation in the event the
4 client needs to be referred to these partners for services. Providers shall use the LMI and MCIS
5 tools that are most appropriate to assess the needs of the individual client. If a portfolio has
6 previously been established, the service provider must review the tools and assessments
7 available with the client to determine if additional activities are needed.

8 **7. Individual Employment Plan (IEP):**

- 9 a) An IEP is required for TAA clients. It is both a form and a continual process. The IEP is developed in
10 partnership with the client. The IEP identifies where the client is, where the client wants to be and the
11 appropriate mix and sequence of services and support to reach a realistic employment goal. The
12 development of the IEP and updates or revisions shall be based upon the results of the comprehensive
13 assessment process.
- 14 b) Initially the IEP shall be the basic instrument, which documents:
- 15 (1) That the client has had an assessment; and
 - 16 (2) The decisions made regarding the mix and combination of services for the client, including
17 referrals.
- 18 c) The IEP form shall include a description of:
- 19 (1) Short and long term goals(s) and objectives;
 - 20 (2) Appropriate, measurable achievement objectives to meet those goals;
 - 21 (3) Mix and sequence of services and other resources needed;
 - 22 (4) Organizations and/or individuals who will provide those services or resources; and
 - 23 (5) The twelve-months of supplemental follow-up contact with clients who have exited to
24 unsubsidized employment for performance purposes; and the twelve months of follow-up
25 services which may be provided to clients who have entered unsubsidized employment to help
26 them with employment retention, wage gains, and their career progress. The extent of the
27 follow-up services provided may be based on the availability of funding.
- 28 d) Case managers must use the [IEP Form](#).
- 29 e) A signed copy (signed by program staff and client) must be provided to the client and maintained in the
30 client's file.
- 31 f) Once the IEP form is complete and the client is enrolled in TAA, case managers must open an MWorks
32 Employment Plan for that client. The goals, objectives and potential services based on the information
33 on the IEP Form shall be set up in the MWorks Employment Plan and from that point on, case managers
34 will use the MWorks Employment Plan as a continuance of the IEP. The MWorks Employment Plan shall
35 be reviewed regularly, updated quarterly, and documented in case or progress notes.
- 36 g) The client will not be required to sign the MWorks Employment Plan each time the plan is updated
37 unless there are major changes in the goals.

38 **8. IEP Goals and Objectives:**

- 39 a) Goals and objectives are the desired short and long-term program goals and outcomes and the steps
40 established between program staff and the client which, when reached, represent successful
41 completion of that portion of the service plan. For each employment goal there shall be one or more
42 interim objectives. These objectives should be achievable in manageable steps, enabling the client to
43 attain success.
- 44 b) Not every agency can provide all the services indicated by the comprehensive assessment and noted in
45 the IEP. The expectation is that if the needed services exist and are accessible in a community the
46 agency will make a reasonable, concerted effort to link clients with those services. However, it is
47 recognized that enrollment in TAA is neither an entitlement nor legal right to services, nor automatic
48 access to limited resources. Therefore, it is expected that if needed services are not available, it shall be
49 documented on the IEP, and alternative plans shall be developed.

50 **9. Selective Service Registration Requirements:**

51 Please reference the [WIOA Selective Service Registration Requirements Policy](#) for further details.

1 **10. Social Security Number Requirements:**

2 Please reference the [WIOA Social Security Number Policy](#) for further details.

3 **11. Liable State/Agent State:**

4 Montana collaborates with other states in assisting eligible workers with the services and benefits
5 under TAA. This includes eligible Montana residents seeking services in other state or workers from
6 other states seeking services here. Montana is considered the liable state or agent state depending on
7 the specific situation.

8 **a) Liable State**

- 9 (1) This is the state responsible for the administration and delivery of services under the Trade Act
10 certification. The liable state is responsible for making all determinations for program benefits
11 and services. In addition, the liable state pays for the following TAA benefits: job search
12 allowances, relocation allowances and ATAA/RTAA wage subsidy payments.
- 13 (2) Case managers may make the provision of job search allowances and relocation allowances
14 discretionary benefits rather than entitlements. Montana has opted to continue providing these
15 benefits. Individuals who are agent state clients must apply for the benefits with the liable state.
16 If the liable state does not offer these benefits, they will deny the request. Montana's TAA
17 program cannot cover these costs if the liable state denies the benefit.
- 18 (3) Montana is the liable state for certified workers laid off from a firm operating in Montana.
19 Montana makes appropriate final determinations on benefits and services from workers, no
20 matter where they live at the time of request.
- 21 (4) Another state is the liable state when workers are certified in that state and are seeking Trade
22 Act services in Montana.
- 23 (5) MWorks input for federal reporting: on the Utility-Petitions screen, Montana petition clients who
24 are being served by another state must have the "L" box to the right of their entry checked.

25 **a) Agent State**

- 26 (1) This is the state assisting the liable state with the delivery of program benefits. The agent state
27 is responsible for cooperating with the liable state in taking applications and claims for Trade
28 Act program benefits as well as procuring and paying the cost of any approved training,
29 including subsistence and transportation costs, according to determinations made by the liable
30 state.
- 31 (2) Montana is the agent state when assisting a worker certified for Trade Act in another state and
32 the worker is seeking services in Montana. The other state is the liable state and therefore
33 responsible for the appropriate final decisions. Montana, the agent state, is responsible for
34 direct contact with the worker and specific payments for approved training, subsistence and
35 transportation costs.
- 36 (3) Another state is the liable state when workers are certified in that state and are seeking Trade
37 Act services in Montana.
- 38 (4) TRA is managed by the state in which the worker received the layoff. When the affected worker
39 relocates to another state, TRA is managed by the original state. This means that someone
40 attending TAA training may be case managed for TRA by one state and case managed for TAA by
41 another agent state.
- 42 (5) Montana case managers may submit copies of approved Waivers from training directly to
43 another state. Montana case managers must record the Waiver from training activity in MWorks.
44 Case managers may encounter rare exceptions to this policy. Contact the State TAA Coordinator
45 for guidance in these situations.
- 46 (6) MWorks input for federal reporting: on the Utility-Petitions screen, Montana petition clients who
47 are being served by another state must have the "A" box to the right of their entry checked.

1 **D. Reemployment Services:**

2 **1. Training and Approval:**

- 3 **a)** TAA law allows for the following training methods: classroom training, OJT, registered apprenticeship
4 and customized training.
- 5 **b)** TAA training is a “lifetime” benefit in that, as long as the worker has not attained suitable employment
6 following the trade impacted dislocation or received other TAA benefits that precluded training, the
7 worker may access the training benefit several years after the trade impacted layoff and expiration of
8 the TAA certified petition. However, it can be difficult for DLI to determine TAA/TRA eligibility many years
9 after the dislocation. In those cases where records have been purged in keeping with record retention
10 regulations, the worker must be able to provide documentation to show they worked for and were laid
11 off from the trade impacted company during the period noted in the certified petition.

12 **2. Prerequisites for Training Considerations**

- 13 **a)** The following must be in place prior to approving anyone for TAA training:
- 14 (1) Assessment of the affected worker’s basic skills and other assessments (interest, aptitudes,
15 etc.) necessary to assist the worker in selecting an appropriate occupational training program.
- 16 (2) Development of an IEP with the affected worker.
- 17 (3) Affected worker must be enrolled in TAA with these services entered in MWorks:
- 18 (a) Rapid Response
- 19 (b) Comprehensive Assessment
- 20 (c) Development of IEP
- 21 (d) Case Management
- 22 (4) The worker completes a training proposal with appropriate assistance from TAA staff.
- 23 (5) The case manager documents that the proposed training meets the six TAA required training
24 criteria.

25 **3. Training Prohibitions**

- 26 **a)** The Trade program is designed to move workers into new jobs as quickly and effectively as possible.
27 The program focuses on early intervention, assessment, and reemployment services. Training strategies
28 are intended to direct workers to suitable and long-term employment as soon as possible. It should not
29 be assumed that long-term training combined with income support is the best strategy.
- 30 (1) No individual shall be approved for training for which the individual is required to pay or
31 reimburse a fee or tuition.
- 32 (2) No individual shall be entitled to more than one training program under a single certification. An
33 individual may be approved for sequential types of training leading to a specific occupational
34 outcome. TAA may only pay for one training the leads to credential. No individual shall be
35 approved for remedial or prerequisite training as stand-alone training activities. Remedial or
36 prerequisite training must be followed by TAA occupational training. Often remedial training is
37 done concurrently with occupational training.
- 38 (3) No individual shall be approved for training that is conducted totally or partially outside the
39 United States.
- 40 (4) No individual shall be approved for training that leads to self-employment.
- 41 (5) No individual shall be approved to begin a 4-year degree program under TAA. However, TAA may
42 be used to assist individuals with completing a 4-year degree provided it meets the six TAA
43 required training criteria, has already been started, can be completed within the maximum
44 number of weeks allowed by TAA, and the worker can demonstrate they have the financial ability
45 to complete the training after the expiration of the TRA eligibility period.

46 **4. Required Criteria for Training**

- 47 **a)** Training (Classroom, OJT, Customized or Registered Apprenticeships) may be considered for eligible
48 individuals if it is consistent with the assessments, employability plan, and the availability of suitable

1 employment. The purpose of training is to assist the worker with a return to employment as quickly as
2 possible.

3 **b)** Consideration for approval of any training is based on the six following criteria:

- 4 **(1)** There is no suitable employment available for an adversely affected worker.
- 5 **(2)** The worker would benefit from appropriate training. This means there must be a direct
6 relationship between the need of the worker for skills training, the program of training, and that
7 the worker would be job ready upon completion of the training.
- 8 **(3)** There is a reasonable expectation of employment following completion of the training. This
9 expectation does not require that employment opportunities are immediately available on
10 completion of the training but rather a fair and objective projection of job market conditions
11 expected to exist at the time of completion.
- 12 **(4)** Approved training is reasonably available to the worker. This means training is reasonably
13 accessible within the normal commuting area, including OJT or Customized training. This does
14 not preclude training outside of the normal commuting area if suitable training is not available
15 within the area.
- 16 **(5)** The worker is qualified to undertake and complete the training.
 - 17 **(a)** This emphasizes the workers personal qualification including mental and physical
18 capabilities, education background, work experience and financial resources.
 - 19 **(b)** Testing and use of other assessment tools are strongly recommended. In federal audits,
20 DOL seeks testing to justify training. If case managers use tests administered by the
21 training facility, such as the Accuplacer, documented results must be retained in the
22 client file.
 - 23 **(c)** Evaluation of financial resources includes an analysis of remaining weeks of UI and TRA
24 payments in relation to the duration of the training. If the worker's UI and TRA payments
25 will be exhausted before the end of the training, the client must provide his/her written
26 and signed detailed plan of income support to ensure completion of training. This
27 statement must be retained in the client file.
- 28 **(6)** Training is to be denied when adequate financial resources are not available to the worker to
29 complete training that exceeds the duration of UI and TRA. Consideration must then be given to
30 other training opportunities.
 - 31 **(a)** Training is suitable for the worker and available at a reasonable cost.
 - 32 **(b)** Suitable means the training is appropriate given the workers capabilities, background
33 and experience.
 - 34 **(c)** Costs of training include tuition and related expenses (books, tools, fees, travel or
35 transportation expenses, and subsistence expenses).
 - 36 **(d)** Considerations for reasonable cost include the following:
 - 37 **(i)** The lowest cost training available in the commuting area.
 - 38 **(ii)** Training outside the normal commuting area that involves transportation or
39 subsistence costs, which add substantially to the total cost, shall not be
40 approved if other appropriate training is available.
 - 41 **(iii)** On-line training (distance learning) may be less expensive than in-person training
42 when subsistence is involved.

43 **5. *Process for Training Approval/Denial***

44 **a)** Case managers must document that the client's proposed training meets the six required criteria before
45 training can be approved. Training will be considered approved when the case manager has, based on
46 the Training Proposal submitted by the client, documented the proposed training meets the six TAA
47 required criteria for training approval through completion of the Appropriateness Tab in the Client's
48 MWorks Employment Plan; and has signed both the proposal and a printed copy of the completed
49 Appropriateness Tab. In classroom training situations, the case manager will also complete both a TAA
50 Approved **Training Authorization** form and a **UI411**. Both forms must be sent to UI. In the case of OJT,

1 the case manager may proceed to negotiate and sign a training contract/agreement with the employer
2 and the individual may start work.

- 3 **b)** After documenting that a training proposal meets all six of the TAA required criteria through completion
4 and printing of the Appropriateness Tab, the case manager must request approval from the State TAA
5 Coordinator for proposals where the estimated training costs (not including subsistence or
6 transportation) will exceed \$25,000. When the case manager approves training, which costs the
7 program nothing (it may be paid by a partner program such as Voc Rehab or VA/GI Bill), the case
8 manager must still document that the training meets the six TAA required criteria, complete the same
9 forms, distribute them appropriately, continue to provide case management and monitor the student's
10 progress. This assists clients with TRA.
- 11 **c)** If the training request is denied, the case manager issues a Denial Notice containing appeal rights. The
12 Denial Notice must be sent via certified mail and a copy sent the State TAA Coordinator. A copy must be
13 sent to UI and retained in the client file. If workers wish to appeal, they are directed to send their appeal
14 letters to the State TAA Coordinator. Before a training proposal is formally denied, the case manager will
15 work with the client to assist them in coming up with a proposal that will meet the required criteria.

16 **6. *Benchmarks and Monitoring of Satisfactory Progress***

- 17 **a)** All TAA approved training plans regardless of duration, method or applicable TAA law must have
18 benchmarks established at the beginning of the training. Benchmarks must be recorded as tasks in the
19 MWorks Employment Plan, and a printed and signed copy included in the client's file. Benchmarks must
20 be monitored and documented at regular intervals. Case managers must obtain completed and signed
21 Training Benchmarks Progress Review forms from the client or the school at no more than 30 calendar
22 day intervals. The original forms are to be retained in the clients file.

23 **7. *TRA Disqualifications/Ceased Participation***

- 24 **a)** A worker shall be determined to have ceased participation in a training program when the worker fails
25 to attend all scheduled training classes and other training activities scheduled by the training institution
26 in any week of the training program, without justifiable cause.

27 **8. *Attaining Benchmarks***

- 28 **a)** The impacted worker must attain benchmarks developed for their individual employment. If they fail a
29 benchmark, a written First Warning TAA Failed Benchmark will be issued. If they fail a second
30 benchmark, a Second Warning TAA Failed Benchmark will be issued. When the Second Warning is
31 issued, the worker may choose to:
32 (1) Remain in their initial curriculum and continue with their training, or
33 (2) Modify their training plan. With the modified plan, comes new benchmarks that must be met.
- 34 **b)** Modifying the plan provides the worker another opportunity to succeed in training and be eligible to
35 receive Completion TRA. If they fail a benchmark in their modified plan, a written First Warning TAA
36 Failed Benchmark will be issued. If they fail a second benchmark, they will not be eligible to receive
37 Completion TRA.
- 38 **c)** Even though the worker will not receive Completion TRA after a second failure on their modified training
39 plan, they may continue in their TAA training provided they will be able to successfully complete without
40 exceeding their maximum number of TAA training weeks allowed. Reviews of their progress toward
41 successful completion will continue to be conducted at no more than 30 calendar day intervals.

42 **9. *Training Plan Changes***

- 43 **a)** There may be some situations when an approved training plan can be changed or revised. Changes to
44 approved plans must have prior approval from the State TAA Coordinator. If the client requests a change
45 to their approved plan, the case manager must send a request for training plan change to the State TAA
46 Coordinator that includes the following information:
47 (1) Client Name and Client ID
48 (2) Summary of original training plan (provider, program state/end, number of weeks, total cost)
49 (3) Proposed change & reason for change

1 (4) Case manager recommendation

- 2 b) When approved, a copy of the approval must be placed in the client's file and a new TAA Training
3 Approval form shall be completed and distributed accordingly. If a request for change is denied, then
4 the case manager must send the client a denial letter explaining the reason for the denial.
5 c) If a change/modification is approved, the MWorks Employment Plan must be updated accordingly
6 including the addition of benchmarks in the task function under the training service.
7 d) A change request that increases the cost of the original training will not be approved, unless there are
8 other factors that outweigh the increased cost – such as a quicker completion of training and/or ability
9 to become reemployed. Requests for change will not be approved if the change would exceed the
10 maximum allowed number of weeks of TAA approved training.

11 *10. TAA Approved Training Plan – Defined:*

- 12 a) Once the impacted worker has been determined eligible for TAA and is enrolled in MWorks as a TAA
13 client, the case manager can include any weeks of participation in remedial or prerequisite classes in
14 the TAA approved training plan. Weeks of attendance prior to MWorks enrollment in TAA cannot be
15 counted toward remedial or prerequisite time. The clock on TAA allowable weeks of training (aside from
16 remedial) starts with the first week of attendance in training after the TAA institutional training proposal
17 has been approved, signed and dated by the case manager. A TAA approved training plan may be
18 funded totally or partially from TAA funds or may be funded totally or partially through partner program
19 funds.
20 b) Participation in an internship may or may not be considered part of the TAA Approved Training Plan
21 depending on the circumstances.

22 *E. Classroom Training:*

23 *2. Classroom Training Criteria:*

- 24 a) Approved training shall be of suitable duration to achieve the desired skill level in the shortest possible
25 time. Training may take place at any bona fide training facility. While training is not limited to facilities
26 and courses on the **WIOA Eligible Training Provider List**, case managers are strongly encouraged to use
27 these schools and courses when available.
28 b) TAA is obligated to use the least expensive training facility unless facts clearly demonstrate that a
29 comparably more expensive training plan has higher quality and better placement results than the less
30 expensive one. In calculating costs of various education plans, case managers must include the
31 corresponding amounts of TRA and subsistence, if applicable.
32 c) If clients are weighing two education plans of different costs, students may volunteer to apply for Pell
33 grants to cover the difference between the two. In this case, the school is authorized to apply the Pell to
34 tuition/books and then bill TAA for the remaining costs. TAA clients cannot be required to apply for Pell
35 or loans.
36 d) Case managers have the responsibility of advising clients of the benefits of Pell grants, especially since
37 TAA cannot offer support services.

38 *3. Length of Classroom Training:*

- 39 a) Case managers can approve classroom training up to 117 instructional weeks.
40 b) Case managers can approve classroom training up to a maximum of 117 instructional weeks and up to
41 an additional 13 weeks of completion, if needed, for a maximum of 130 instructional weeks.
42 c) As determined by an assessment of the worker's skills, the case manager must encourage clients
43 possessing some existing marketable skills to enter short-term training such as skill upgrades or
44 certificate programs.

45 *4. Tools and Equipment for Training:*

- 46 a) The case manager must approve the purchase of tools if they are required for the training and the cost
47 is obligated in advance as part of the training contract.
48 b) The purchase of a personal computer may be approved as a required tool if it is part of the class
49 syllabus. Case managers must request approval from the State TAA Coordinator prior to a computer

1 purchase. Case managers shall submit a completed [Computer Purchase Request Questionnaire](#)
2 [\(WIOA.52\)](#).

- 3 c) Internet service is considered an allowable requirement for students in distance learning situations.
4 Payment for internet service must be requested and have prior authorization and may only be paid on a
5 month-to-month basis.
- 6 d) The client is responsible for all tools issued while in training. TAA funds shall not be used to replace lost
7 or stolen tools.
- 8 e) Students must submit two estimates for required tools/equipment to their case manager. Payments will
9 be made to the vendor. Estimates and receipts must be retained in the client file.

10 **5. Remedial Training:**

- 11 a) Remedial education is training in which workers gain the basic or elementary skills needed for
12 reemployment.
- 13 b) Remedial education may include:
 - 14 (1) Basic writing and mathematical skills (Adult Basic Education)
 - 15 (2) English as a second language
 - 16 (3) Courses leading to a HiSET or GED
- 17 c) Remedial education is included as part of an occupational skills training program. It may be conducted
18 before skills training begins or conducted concurrently with skills training whenever possible.
- 19 d) A training plan consisting of stand-alone remedial education classes may be approved when a
20 comprehensive assessment indicates the participant possesses marketable job skills, however, needs
21 remedial education.
- 22 e) The need for remedial education must be included in the MWorks plan.
- 23 f) College pre-requisite classes are not remedial education.

24 **6. Distance Learning:**

- 25 a) Distance learning may be approved if the student is required to interact with an instructor and take
26 periodic tests.
- 27 b) Clients enrolled in distance learning must provide documentation of their progress to their case
28 manager every 30 days.
- 29 c) Case managers must have a release of information form in place with the school to enable access to
30 the student's rate of participation/attendance and academic progress in each course.

31 **7. Full-Time/Part-Time:**

- 32 a) TAA approved training may be full-time.
- 33 b) Part-time training is allowable if a client is working full-time.
- 34 c) A worker participating in part-time training may not receive TRA allowance.
- 35 d) Students may, but are not required to, take more than the full-time credit load as defined by the school.

36 **8. TAA Approved Training Authorizations and Obligations:**

- 37 a) The Approved Training Authorizations explain to the training provider the costs that the program agrees
38 to pay. TAA authorizations must be issued one semester at a time; subsequent authorizations need to
39 be initiated upon receipt of prior semester grades and upcoming class schedules. A copy of the
40 authorization must be maintained in the client file.
- 41 b) A copy of the initial TAA Training Authorization and any subsequent authorizations that amend the
42 training dates must be sent to the TRA Coordinator.
- 43 c) Obligations must be entered in the MIS every semester/quarter at the time case managers verify that
44 clients are enrolled for classes. When adding funds for subsequent semesters, case managers must
45 ensure that only necessary estimated amounts for tuition and books are added to obligations.

46 **9. Retakes of Required Classes:**

- 47 a) TAA funds may not be used to retake classes.

1 **10. Pre-Layoff Training:**

- 2 a) Eligible clients who are under threat of separation but still working at the certified business may begin
3 TAA classroom training prior to separation. This can shorten the time that the affected worker will be
4 laid off prior to securing new employment. Clients may not receive subsistence or TRA during this time.
5 Pre-separation training cannot be approved for:
6 (1) OJT, or
7 (2) Customized training.
8 b) Case managers must monitor their situations carefully because if/when the threat of separation is
9 removed, training must be terminated as soon as the individual finishes the current semester.

10 **11. Subsistence/Transportation Payments:**

- 11 a) Case Manager Responsibilities:
12 (1) The case manager may approve transportation allowances for clients when the training facility is
13 located outside the client's normal commuting area.
14 (2) The case manager may also approve subsistence allowance for a client who is receiving
15 transportation allowance to attend training outside their normal commuting area. The client may
16 not be receiving living assistance from any other funding source or partner funded program.
17 (3) The case manager may provide subsistence and/or transportation payments for a maximum of
18 2 weeks at a time. The case manager must approve and obligate transportation and/or
19 subsistence allowances for the client before they begin claiming allowances.
20 (4) The client shall only receive transportation and/or subsistence allowance for days in which the
21 client attends training as shown by attendance reports.

22 **12. Transportation payments may not exceed the lesser of:**

- 23 a) The actual cost for travel by the least expensive means of transportation reasonably available between
24 the client's home and the training facility; or
25 b) The cost per mile at the prevailing federal mileage rate.

26 **13. Subsistence payments may not exceed the lesser of:**

- 27 a) The actual daily cost for temporary lodging and meals in the area of training; or
28 b) 50% of the prevailing federal rate for lodging and meals for the area.

29 **F. On-The-Job Training (OJT):**

30 **1. General Guidance:**

- 31 a) OJTs funded by TAA follow the **WIOA OJT Policy** with two exceptions. The exceptions are a higher
32 maximum number of weeks for an OJT and restrictions on OJTs in Registered Apprenticeships.
33 b) Maximum number of weeks for an OJT:
34 (1) A maximum of 117 weeks of training may be approved.
35 c) Registered Apprenticeships:
36 (1) If the proposed OJT is for an apprenticeable occupation, TAA funds cannot be used if the
37 position will be participating in a Registered Apprenticeship. In these situations, the wage
38 reimbursement aspect of the OJT must be funded by another source. TAA may only cover those
39 costs associated with the related instruction aspects of the apprenticeship.

40 **2. Registered Apprenticeships:**

- 41 a) Case managers should promote apprenticeship programs to the extent possible under TAA program
42 guidelines. Case managers must ensure the following conditions are met before approving any
43 apprenticeship training:
44 (1) The apprenticeship must be a Registered Apprenticeship in the state of Montana or in the state
45 the client is participating in the apprenticeship.
46 (2) The client completes a comprehensive assessment and develops an appropriate training plan
47 that justifies the need for apprenticeship training. The client must realize that apprenticeships

- 1 are long-term commitments and be willing to thoroughly research the scope and commitment
2 they need to make to complete the apprenticeship training program.
- 3 (3) The client can achieve the vocational goal as identified and within the term of the approved
4 training plan.
- 5 (4) The apprenticeship training meets the six conditions for the approval of training. [Required](#)
6 [Criteria for Training](#)
- 7 (5) The client's attendance in the apprenticeship training is considered full time.
- 8 (6) The length of the apprenticeship, in its entirety, is within 117 weeks of training allowable under
9 TAA.

- 10 b) No TRA payments or other TAA funds for transportation and/or subsistence are allowed while the client
11 is undertaking an apprenticeship training program.
- 12 c) TAA funds may only be used to reimburse the employer for the costs associated with training the client.
13 TAA funds cannot be used to pay wages directly to the client.
- 14 d) The case manager shall not reimburse the employer for fringe benefits, overtime hours, or hours more
15 than 40 hours per week.
- 16 e) The cost for classroom training (books, tuition & supplies) or other required occupational training
17 provided to the clients as part of an apprenticeship may only be reimbursed directly to the employer or
18 the school.
- 19 f) The purchase of tools and/or equipment to complete the apprenticeship is allowed only when an
20 itemized list of required tools is provided by the apprenticeship or training provider.

21 3. *Customized Training:*

- 22 a) Customized Training means training that is:
- 23 (1) Designed to meet the special requirements of an employer or group of employers;
- 24 (2) Conducted with a commitment by the employer or group of employers to employ an individual
25 upon successful completion of the training; and
- 26 (3) For which the employer pays for a significant portion (but in no case less than 50 percent) of the
27 cost of such training.
- 28 b) Businesses may be reimbursed by the TAA program for no more than 50 percent of the costs incurred in
29 providing the training including staff/instructor time or training materials.
- 30 c) Customized skills training can be provided after a TAA client is hired or if a business makes a
31 commitment to hire the client upon successful completion of the training.

32 G. *Reemployment Trade Adjustment Assistance (RTAA) Wage Subsidy:*

- 33 a) RTAA is a wage subsidy for workers 50 years of age or older. Clients receiving RTAA are entitled to
34 receive employment and case management services and may be eligible to enroll in TAA approved
35 training.
- 36 b) To be eligible for RTAA a client must be:
- 37 (1) At least 50 years of age;
- 38 (2) Reemployed with wages not to exceed \$50,000 annually, excluding overtime and bonuses;
- 39 (3) Employed on a full-time basis and not enrolled in TAA approved training, or
- 40 (a) Employed at least 20 hours per week and enrolled in TAA approved training, or
- 41 (b) In an OJT program, or
- 42 (c) In a Registered Apprenticeship training program.
- 43 c) The worker may be age 50 at the time of reemployment or reach the age of 50 during such
44 employment. Wage subsidy payments may only be made for periods after the worker has reached age
45 50 and meets all RTAA requirements.
- 46 d) The worker can reapply for RTAA if subsequent employment is obtained within two years from the date
47 of original reemployment.
- 48 e) RTAA is not payable during periods of unemployment; however, payments are allowable when the
49 worker is on employer allowed release time, such as sick leave or unpaid holidays.
- 50 f) Clients must verify continued employment by submitting pay stubs monthly.

- 1 g) RTAA payments are 50% of the difference between the new salary and old salary for a two-year eligibility
2 period and up to a maximum of \$10,000. Overtime or bonus earnings are not considered when
3 computing RTAA wage subsidy.
- 4 h) Clients may choose between receiving TRA or RTAA, even if they have received some TRA payments;
5 however, they may not receive both payments concurrently or receive TRA after receiving RTAA wage
6 supplement.
- 7 i) Clients can receive TRA and then apply and receive RTAA. A client cannot apply for and receive RTAA
8 and then go back to TRA. RTAA payments may be retroactive when approved.
- 9 j) For clients who have not received TRA, RTAA eligibility is a period not to exceed 2 years (104 weeks)
10 beginning the earlier of:
- 11 (1) The date on which the client exhausts all rights to unemployment insurance based on the most
12 recent separation from the adversely affected employment; or
- 13 (2) The date that clients obtains reemployment.
- 14 k) Clients who have received TRA payments may receive RTAA benefits for a period of 104-week eligibility
15 period.
- 16 l) Clients who have received TRA payments may receive an amount equal to the product of \$10,000 and
17 the ratio of the number of weeks in the eligibility period.

18 H. Supportive Services:

19 TAA funding is limited to the specific benefits included in the law and regulations. Subsistence and/or
20 transportation are the only allowable “supportive services” TAA will cover as these are considered
21 training-related expenses.

22 1. Job Search Allowance:

- 23 a) Certified workers who apply for TAA services may be eligible for Job Search Allowances. Job Search
24 Allowances can cover expenses incurred by clients while seeking employment outside their normal
25 commuting area.
- 26 b) Clients may receive reimbursement for 90% of the necessary out-of-area job search not to cumulatively
27 exceed \$1,250.
- 28 c) These funds are to assist clients in securing work within the United States when the case manager
29 determines that no suitable work is available in the commuting area in which the worker resides.

30 2. Conditions and Requirements:

- 31 a) An assessment must be completed prior to the approval of any request for job search allowances.
- 32 b) The client must file a job search allowance application no later than one year (365 days) after the date
33 of their last total separation from adversely affected employment or from the date of their certification,
34 whichever is later.
- 35 c) Clients enrolled in TAA approved training must file the application no later than 6 months (182 days)
36 after completion.
- 37 d) A client must request approval in writing prior to conducting the out-of-area job search and they must
38 have a scheduled and confirmed employment interview in order for the case manager to approve the
39 request.
- 40 e) The case manager shall not reimburse out-of-area job search expenses without original receipts as
41 evidence of actual costs.
- 42 f) The client must complete the out-of-area job search within 30 days from the day on which the job
43 search began.

44 3. Transportation for Job Search:

- 45 a) The amount allowable for transportation will not exceed the lesser of:
- 46 (1) 90% of the actual cost of a round trip by the most economical public transportation the worker
47 reasonably can be expected to take from the place of residence to the area of the job search; or
- 48 (2) 90% of the cost per mile at the prevailing federal mileage rate for such round-trip travel by the
49 usual route from the place of residence to the area of the job search.

1 **4. Lodging and Meals for Job Search:**

- 2 a) The amount allowable for lodging and meals will not exceed the lesser of:
- 3 (1) The actual cost to the worker for lodging and meals while engaged in the job search; or
- 4 (2) 50% of the prevailing federal rate for lodging and meals for the locality where the job search is
- 5 being conducted.

6 **5. Advanced Payments for Job Search:**

- 7 a) A case manager may advance an individual up to 50% of the amount it is estimated the individual will
- 8 need for their allowed job search expense.
- 9 b) The advance can be made within 5 days prior to commencement of a job search.
- 10 c) Such advances shall be deducted from any remaining payment made in compliance with this policy.

11 **6. Worker Evidence for Job Search:**

- 12 a) On completion of a job search, the individual shall certify on the Job Search Allowance Request form as
- 13 to employer contacts made and amounts expended daily for lodging and meals. Receipts shall be
- 14 required for all lodging and purchased transportation expenses incurred by the individual pursuant to
- 15 the job search. An adjustment shall be made if the amount of an advance is less or more than the
- 16 amount to which the individual is entitled.

17 **7. Relocation Allowances:**

- 18 a) Certified workers who apply for TAA services may be eligible for Relocation Allowances. Relocation
- 19 Allowances can provide reimbursement for moving expenses to clients who are successful in obtaining
- 20 employment outside their normal commuting area.
- 21 b) A totally separated adversely affected worker covered under a certification may receive a relocation
- 22 allowance when:
- 23 (1) It is determined that there is no reasonable expectancy that the client can obtain suitable work
- 24 within the client's commuting area; and
- 25 (2) The client has obtained "suitable work", permanent and full-time in nature, or a bona fide offer
- 26 of suitable work, in the area of intended relocation.
- 27 c) Clients may receive relocation allowance for 90% of the reasonable and necessary expenses incurred in
- 28 transporting the worker and family, if any, and the household effects to the area of relocation, plus a
- 29 lump sum equal to three times the worker's average weekly wage.
- 30 d) The lump sum payment must not exceed \$1,250.

31 **8. Conditions and Requirements for Relocation:**

- 32 a) The client must receive an Assessment prior to the approval of any request for relocation allowances.
- 33 b) The client must request relocation allowances in writing and in advance of the relocation.
- 34 c) The client must file an application for relocation allowance within 425 days after the date of the
- 35 certification under which the client is covered, or the date of the client's last total separation from
- 36 adversely affected employment, whichever is later.
- 37 d) The client enrolled in approved training must file an application no later than 182 days after completion
- 38 of such training.
- 39 e) Actual reimbursement of expenses by the case manager will not be made until and unless a certification
- 40 has been issued and the worker has been determined to be eligible for TAA benefits.
- 41 f) The client must verify to the case manager that they have obtained suitable work or a bona fide offer of
- 42 suitable work. Clients enrolled in training are not eligible for relocation assistance until they complete
- 43 their training component and obtain a bona fide offer of suitable work.
- 44 g) Clients must submit receipts for reimbursement.
- 45 h) Clients shall not use TAA funds to cover the costs of relocation paid by a prospective employer or other
- 46 programs.
- 47 i) The case manager shall exclude the following items from coverage. The client will assume costs for and
- 48 personally arrange for transportation of:
- 49 (1) Items of high intrinsic or sentimental value;

- 1 (2) Jewelry, collector's items, etc.;
- 2 (3) Animals;
- 3 (4) Boats or personal water craft;
- 4 (5) Airplanes;
- 5 (6) Camping Vehicles;
- 6 (7) Farming Vehicles;
- 7 (8) Explosives or dangerous goods;
- 8 (9) Outside fuel tanks or similar non-household articles;
- 9 (10) Cord Wood and building materials;
- 10 (11) Perishable food subject to spoilage; and
- 11 (12) Mobile/manufactured homes (unless primary residence of employee).
- 12 (13) Snowmobiles, quads, golf carts and other vehicles with two or three wheels (e.g.
- 13 motorcycles, mopeds, Segways, etc.) may be shipped as household goods. The weight of these
- 14 vehicles will count against the 18,000-pound limit for which reimbursement is available. A client
- 15 must pay for 100% of the associated costs for the weight of household goods in excess of the
- 16 18,000-pound allowance.
- 17 j) The client is required to submit receipts within 30 days upon completion of the relocation.
- 18 k) Using a commercial carrier will require at least two competitive bids or other adequate justification for
- 19 the cost of service. Except for extenuating circumstances, a worker must accept reimbursement at the
- 20 lowest bid on a move by commercial carrier.
- 21 l) The relocation must be completed within one year; and, the one-year time limitation may be extended
- 22 for up to one additional year for reasons that are beyond the individual's control and are acceptable to
- 23 the State TAA Coordinator.

24 9. *Transportation for Relocation:*

- 25 a) The amount allowable for transportation will not exceed the lesser of:
 - 26 (1) 90% of the actual cost of the trip for the worker and any dependents by the most economical
 - 27 public transportation they reasonably can be expected to take from the place of residence to the
 - 28 area of relocation; or
 - 29 (2) 90% of the cost per mile at the prevailing federal mileage rate for such a trip for the worker and
 - 30 any dependents by the usual route from the place of residence to the area of relocation.
- 31 b) Up to two privately owned vehicles can be moved by the most direct route at 90% of the prevailing
- 32 federal mileage rate provided:
 - 33 (1) The worker and/or dependent travel to the new location in such vehicle;
 - 34 (2) The vehicle is driven rather than towed;
 - 35 (3) No other claim under this move for transportation costs for such worker and/or dependent is
 - 36 made; and
 - 37 (4) Other family members and/or household goods will be traveling in the authorized vehicles(s).

38 10. *Lodging and Meals for Relocation:*

- 39 a) The amount allowable for lodging and meals will not exceed the lesser of:
 - 40 (1) 90% of the actual expense for lodging and meals; or
 - 41 (2) 90% of the allowable 50% of the prevailing federal rate for lodging and meals.
- 42 b) Payment will be limited to the number of days reasonably necessary to travel to the new location when
- 43 traveling by personal vehicle. If more than one day of travel is necessary, 425 miles per day will be the
- 44 standard. When traveling by commercial air, one day is normally allowed for travel. Lodging and meals
- 45 at the new location may be authorized for a reasonable period when circumstances warrant. Receipts
- 46 must be submitted by the worker, even when the federal rate for lodging and meals is used.

1 **11. Moving for Relocation:**

- 2 a) The amount allowable for moving will not exceed 90% of the cost of moving the household goods of the
3 worker and family and 90% of the reasonable cost of insurance for moving such household goods or
4 moving a mobile home by commercial carrier or other means of transport to the new location.
5 b) The total amount allowable for moving must not exceed the cost of moving a maximum of 18,000
6 pounds of household goods between the same origin and destination points by commercial carrier. The
7 client will pay charges for weights in excess of 18,000 pounds.

8 **12. Storage for Relocation:**

- 9 a) The case manager shall allow storage costs for up to 60 days at either the origin or destination, but not
10 both. The request for storage must be approved prior to the move and cost for storage must be
11 identified.

12 **13. Advanced Payments for Relocation:**

- 13 a) A case manager may advance an individual up to 50% of the amount it is estimated the individual will
14 need for their relocation.
15 b) The advance can be made within 5 days prior to commencement of the relocation.
16 Such advances shall be deducted from any remaining payment made in compliance with this policy.

17 **I. Administration:**

18 **1. Denials and Appeals:**

- 19 a) The service provider may issue a written determination denying a TAA activity (Job Search Allowances,
20 Relocation Allowances, Classroom Training, On the Job Training, or Customized Training) with the
21 concurrence of the State TAA Coordinator. The service provider must submit the **TAA Denial Notice**
22 **Form**.
23 (1) Prior to making a determination to deny services, the service provider must make every effort to
24 work with the client to modify their request to develop an approvable training plan.
25 (2) Prior to making a determination to deny services, the service provider shall contact the State
26 TAA Coordinator to discuss and review the denial prior to issuing a formal decision.
27 (3) The service provider shall submit the draft determination along with the basis for the decision
28 and supporting information to the State TAA Coordinator.
29 (4) If the State TAA Coordinator disagrees with the decision to deny benefits, the State TAA
30 Coordinator shall request that the service provider provide additional documentation stating the
31 reason(s) for the denial, identifying the law, Federal Regulations, State Policy, or directive
32 justifying the decision.
33 (5) When the State TAA Coordinator agrees with the decision to deny benefits, the State TAA
34 Coordinator shall notify the service provider in writing to proceed with the denial.
35 (6) Upon receipt of the written concurrence from the State TAA Coordinator to deny benefits, the
36 service provider shall send a formal written **TAA Denial Notice** determination to the client that
37 includes information on the client's appeal rights.
38 (7) The service provider will send a copy of the formal determination to the State TAA Coordinator.
39 b) A client who receives a written determination denying benefits and does not agree with the decision has
40 the right to file an appeal. The client must file the appeal within 10 days after the date of notification.
41 c) The client must file the appeal with the service provider's office that will then contact the State TAA
42 Coordinator for guidance on processing the appeal.

43 **2. Technical Assistance:**

- 44 a) Technical assistance and training may be recommended by the monitoring unit or requested by the
45 service provider. Technical assistance may be the means of improving program operation, facilitating
46 the implementation of corrective action or providing information. The State TAA Coordinator may provide
47 technical assistance and training directly or outside sources may be used. Such requests should be
48 coordinated through the State TAA Coordinator.

- 1 b) Requests for minor technical assistance may be submitted verbally or in writing. If major assistance or
2 assistance in several areas is requested, the request should be in writing, so staff has sufficient
3 information to decide on the most appropriate form and level of assistance to provide. If several service
4 providers request assistance in related areas, a general training session may be scheduled.
- 5 c) The State TAA Coordinator may schedule technical assistance visits to service providers to provide
6 information or special training, discuss areas of concern, evaluate program operation, or any
7 combination thereof.

8 J. Program Performance:

9 1. *Program Participation and Exit Under Common Measures:*

10 [Performance Reporting Requirements Policy](#)

11 2. *Data Validation and Quality Control:*

12 [Quality Control Policy](#)

13 K. Fiscal:

14 Please reference the [Cost Principles, Allowable Costs and Unallowable Costs Policies](#) for further details.
15 Please reference the [Cash Management Policy](#) for further details. The requisition and signature forms
16 required in the Cash Management Policy do not apply to the TAA program. The requisition and signature
17 forms required in the Cash Management Policy do not apply to the TAA program.

18 1. *Expenditures and Reporting:*

- 19 a) Program costs include training, job search assistance, and relocation allowances.
20 b) All TAA funds must be expended in accordance with the provisions of this policy. Any expenditure of
21 funds which does not comply with these provisions will be deemed disallowed and subject to repayment
22 by a non-federal source.
23 c) Reimbursements made directly to a client can only be made when presented with receipts.
24 d) [Lost and Stolen Check Policy](#)

25 2. *Program Income:*

26 a) [2 CFR 200.307 Program Income Uniform Guidance](#)

27 3. *Fiscal Record Retention*

28 a) [Records Retention Policy](#)

29 L. Management Information System:

30 [Adult and Dislocated Worker Assessments, IEP, Activities and Services, Case Management and Career
31 Plan](#)

32 III. **Monitoring and Evaluation:**

33 A formal monitoring will be conducted on an annual basis.

34 IV. **References:**

- 35 • [Trade Act of 1974, as amended](#)
36 • [Trade Act of 2002; Public Law 107-210](#)
37 • [TEGL 22-08 – Operating Instructions for Implementing the Amendments to the Trade Act of 1974
38 enacted by the Trade and Globalization Adjustment Assistance Act of 2009](#)
39 • [TEGL 22-08, Change 1 – Change 1 to the Operating Instructions for Implementing the Amendments to
40 the Trade Act of 1974 enacted by the Trade and Globalization Adjustment Assistance Act of 2009](#)
41 • [TEGL 5-15 - Operating Instructions for Implementing the Amendments to the Trade Act of 1974 Enacted
42 by the Trade Adjustment Assistance Reauthorization Act of 2015](#)