

The Yamoria Training Program, AHRDA

A. Funding

The Yamoria Training Program is wholly funded by the Human Resources Development Canada under the terms and conditions of a Contribution Agreement signed on August 16, 2001 by the Sahtu Secretariat Inc. (SSI).

The purpose of the Contribution Agreement is to set out the terms and conditions under which Canada will provide funds to SSI to support the costs of human resource program delivery to aboriginal residents of the Sahtu Settlement Area. Canada agrees, over the five-year term of the Agreement, to contribute funds under the authority of the Aboriginal Human Resource Development (AHRD) Program and section 63 of the Employment Insurance Act.

The amount of funds provided in each year is subject to the results of a National Aboriginal Resource Allocation Model and approval by the authorities that govern the AHRD Program and section 63 of the Employment Insurance Act. In its first year, the Agreement provided \$852,436 in funding, \$646,062 from the AHRD Program and \$206,374 from section 63 of the Employment Insurance Act.

The funding provided is directed at the support of particular programs. For instance, minimum amounts must be spent on programs directed at youth, childcare and persons with disabilities. Allocations are also made for program administration. Funding provided under the Employment Insurance Act must be directed at programs for person who meets their particular eligibility conditions. All programs developed and delivered by SSI must also address the objectives of HRDC programming.

The Contribution Agreement includes terms and conditions with respect to the types of programs to be delivered, eligibility criteria for funding, terms of payment, reporting requirements, and information exchange and audit requirements. To administer these funds properly, the SSI must establish policies and procedures, which respect the terms and conditions of funding.

A copy of the Contribution Agreement is attached as Appendix E.

B. Management Responsibilities

The terms and conditions of the Contribution Agreement establish the following management responsibilities:

- SSI must ensure that expenditures are directed at approved administrative and program costs to eligible clients as defined by the Agreement;
- SSI must submit an Annual Expenditure Plan for approval by Canada which shows the total amount of planned expenditures, including administrative and program assistance costs, by program and by funding source;
- SSI must submit forecasts of quarterly projected cash flow requirements and expenditure reports satisfactory in form and detail to Canada;
- SSI must retain an independent accounting firm to complete an annual audit within 120 days of fiscal year-end to prepare statements, opinions and reports concerning a number of items identified in the Agreement;
- SSI must maintain financial records and a management regime to account for and record expenditures, allocations of funds and information concerning the recipient of program assistance as well as the terms and conditions associated with such assistance;
- SSI must preserve its financial records, provide access to HRDC officials, if requested and provide information requested by HRDC to conduct program evaluations;
- SSI agrees to preserve assets costing more than \$250 which have been acquired with funds under the Agreement and to respect certain terms and conditions regarding their ultimate disposal;
- SSI will provide Canada with quarterly progress reports, satisfactory in scope and detail, concerning the program and provide information on each participant in its programs;
- SSI agrees to develop and implement a Conflict of Interest policy to prevent such conflict in program operation and to ensure fair and equitable access to the programs and an appeal system to address concerns of individuals or organizations not satisfied with a decision to refuse an application.
- SSI agrees to information exchanges with respect to participants in the program and to measures to ensure confidentiality of information;

The management responsibilities associated with HRDC funding establish certain accountabilities, which the SSI must address in order to ensure ongoing funding. These responsibilities will be incorporated into the policies and procedures, which are defined in order to ensure the effective management of this Program.

C. Program Terms and Conditions

As per the Contribution Agreement, the SSI has agreed to provide labour market programs similar to HRDC programs in a number of defined areas. The SSI has also agreed to provide the details of each program to HRDC. To date, the programs have not been defined in detail. However, the following general outline of programs provides an overview.

1. Program Objective

The objective of the Yamoria Training Program is to develop and implement labour market programs to address the local and regional needs of Aboriginal residents with particular emphasis on youth, persons with disabilities and childcare.

2. Program Descriptions

The programs will:

- a) assist Aboriginal individuals to prepare for, obtain and maintain employment;
- b) assist Aboriginal youth in preparing for, obtaining and maintaining employment and in making a successful transition into the labour market;
- c) increase the supply of quality childcare services in First Nation communities.

Activities eligible for support through these programs include a wide range of labour market, youth and child care activities. Activities that are funded must take into account equity principles with regard to women and persons with disabilities.

Activities other than those listed below may be eligible for support if HRDC agrees that these activities will assist in meeting the objectives of the AHRDP.

a) Labour Market

Labour market activities, which may be supported under the Yamoria Training Program, include those, which are designed to:

- encourage employers to hire individuals who they would not normally hire by providing wage subsidies

- encourage individuals to accept employment by offering them financial incentives;
- help individuals to create jobs for themselves by starting a business;
- provide individuals with opportunities through which they can gain work experience which leads to ongoing employment;
- help individuals to obtain skills, ranging from basic to advanced skills;
- help individuals to find employment through a variety of employment services such as counselling, job finding clubs and job search strategies;
- assist persons with disabilities to access employment or employment services by providing support; and
- provide special services and interventions tailored to meet the needs of persons with disabilities in order to facilitate their integration into employment.

b) Youth

Youth activities, which may be supported by the Yamoria Training Program, include those, which are designed to:

- mobilize community partners to stimulate awareness of youth related issues and/or activities designed to ensure that information required to find jobs, build skills, explore career options and plan for the future is readily available and accessible to youth;
- enable youth to gain work experience through the implementation of internships in such areas as science and technology, international trade and development, entrepreneurship, sectoral and community-based partnerships;
- support youth who are facing multiple barriers to employment through team work experiences in community projects; and
- help secondary and post-secondary students prepare for future entry into the labour market by facilitating access to summer jobs.

c) Child Care

Priority will be placed on the creation of new childcare spaces where none exist while ensuring that existing space needs are met. Child care services that may be supported under the Yamoria Training Program include those which:

- promote and nurture healthy child development through formal child care programs such as child care centres or approved family day homes;
- reflect and promote First Nations child-rearing practices;
- serve children from infancy to age 12. Because the first 6 years of age are especially important in child development, a priority will be placed on children in this age group; and
- complement community economic, educational, health and social development goals.

d) Persons with Disabilities

Priority will be placed on special programs to help persons with physical and mental disabilities obtain and retain employment.

D. Policy Guidelines

The program design is necessarily broad and flexible to respond to the diverse needs of the aboriginal population of the Sahtu Settlement Region. However, certain policy guidelines have evolved over the course of program delivery.

The following program policies have been developed, which should be used to screen applications:

- We do not sponsor clients who are attending high school as they have not been in the work force;
- We cannot sponsor a client if they are quitting their current employment that has an average income;
- We do not sponsor a client that has a full time job to take courses unless their job is being jeopardized without specific training;
- We do not sponsor correspondence courses as it is not full time study and it can be done in the evenings while an individual is seeking work;

- We do not sponsor clients who have previously been funded and quit their program without just cause or owe money to our program;
- We do not sponsor applicants who are being funded by the Student Financial Assistance Program of the NWT Government. We can provide supplemental assistance if they only receive a lump sum grant;
- We do not sponsor upgrading students who may attend classes in their own community unless they are in their last year of study leading to a grade 12 equivalency;
- Priority consideration will be given to applicants who have recently been laid off from work.
- Other factors which may be considered include the length of employment history, age, consistency of jobs and training, length of program, EI eligibility, number and age of dependents, marital status and income support.

SSI also has an obligation to develop a **conflict of interest** policy and an appeals process for applicants.

E. Role of the District Committees

On August 11, 1999, the SSI Board of Directors passed to resolution supporting the establishment of district committees to approve program expenditures. The resolution also provided for the allocation of funds, net of an allocation of \$100,000 for regional training opportunities and program administration costs, by district, by applying the National Aboriginal Resource Allocation Model.

Communities were grouped together to create three districts. Norman Wells and Tulita is one district, Fort Good Hope and Colville Lake another district and Deline the final district. Calculations were provided to the SSI Board of Directors demonstrating how the funds will be allocated with the use of the allocation model.

No funds have been allocated to provide for the administrative costs of committee operation. It was suggested that committee members should serve without honoraria. More problematic is the fact that no funds were approved for travel expenses associated with committee meetings. Furthermore, discussions at the community level demonstrated a strong preference to limit committees to their specific districts.

Three District Committees have been established and program funds are available using the allocated model.

Other features of the district committees include the following:

- Land Corporations in each of the five communities will appoint committee members to their District Training Committee;
- Committee Members will serve on a voluntary basis and will not receive honoraria from SSI;
- The Yamoria Training District Program Coordinator will serve as an ex-officio member of all Community Training Committees;
- The Yamoria Training Program District Coordinator will schedule meetings of Community Training Committees, provide program information to the Committees and present applications for their consideration;
- The Chief Financial Officer and the Regional Training Coordinator of SSI will administer program funds. No disbursements from district allocations will be made without a resolution providing direction from the relevant District Training Committee;
- The District Program Coordinator will ensure that the decisions of the District Training Committee are implemented.

The appointment of members of the District Training Committees is at the prerogative of the respective Land Corporations. However, SSI requires a resolution supporting the appointment of Committee Members by their respective Land Corporation and confirming the mandate of the Committee. In addition, the Land Corporations should identify any policies and procedures they deem appropriate in the governance of their Committees and provide direction with respect to issues such as attendance, reporting relationships and the application approval process.

The District Program Coordinators will continue to receive applications, prepare information packages and coordinate the approval process for the District Training Committee to review. The Chief Financial Officer or the Regional Coordinator of SSI will provide financial information concerning the budget allocation, disbursements and cash flow.

Since the SSI remains accountable to Human Resource Development Canada for the delivery of this program, the SSI may establish policies and procedures to ensure that Committees function efficiently and disburse funding as required to the clients of the Program.

Program Administration

A. Budget Approval

The budget of the Yamoria Training Program shall be reviewed as per the SSI policy and procedures, which govern this activity.

Each year, the Chief Financial Officer shall present to the SSI Board of Directors:

- A financial report itemizing training funds received and expended, by district and by program;
- Pending financial commitment by HRDC, a budget for the next fiscal year identifying program administration costs, an allocation for regional projects and an allocation by district and by program;
- A report of results obtained for money expended.

The SSI Board of Directors will review the accomplishments of the Program to date and make such commitments to the design and delivery of the Program that they deem appropriate within the terms and conditions of the Contribution Agreement.

B. Applicant Eligibility

The clients who are eligible to apply for assistance under the Program and who are to be served by the SSI under its Program are defined as follows in the Contribution Agreement:

- a) All First Nations people residing in the Sahtu Settlement Region, regardless of whether they reside on reserve or off-reserve or in an urban community and regardless of their place of origin and status under the Indian Act and to local Aboriginal controlled organizations in the area;
- b) All Inuit and Metis peoples residing in the Sahtu Settlement Region;
- c) The SSI will ensure equitable access to all First Nations, Inuit and Metis women, youth and disabled clients;

- d) In the case of disabled clients the annual target for participation in programs and services provided by the SSI is 10%.

Residency in this case has been defined as 6 months of continuous living in the Sahtu Settlement Region. Students who have temporarily relocated to pursue their education may identify their home community as their place of residence and do not need to be currently living in the region to apply.

With respect to SSI members who are resident in another community, they are expected to apply to AHRDC delivery agents in the community of residence. If they have been rejected by these AHRDC delivery agents, they may apply to the Yamoria Training Program. Their application will be referred to the relevant District Training Committee.

The Yamoria Training Program may also declare applicants who have defrauded or misled the Program as ineligible for a period of time, as deemed appropriate.

C. The Application Process

1. Inquiry

All inquiries concerning the application process should be referred to the District Program Coordinator who will discuss the nature of the proposal with the applicant and comment on its eligibility under the Program.

Applications to the Yamoria Training Program may be made by individuals or by third parties such as training organizations or employers. An application form for each is included in Appendix C.

All applicants will receive the appropriate application form and associated Program information from the District Program Coordinator.

2. Client Completes Application Form

Applications from individuals should be completed in full. The District Program Coordinator will contact individuals who have submitted incomplete forms to request additional information. Individuals who have applied should focus on career and financial planning to ensure they have selected the right program and have identified all the resources required to complete their training. In addition, individual applicants should attach a recent copy of their resume.

The following deadlines apply to individual applicants who are planning to attend a post-secondary institution:

Semester of Study	Deadline
Autumn	July 15
Winter	November 15
Spring/Summer	March 15

Late applications may be considered. However, students are encouraged to respect the deadlines.

Third parties such as employers and training agencies who apply to the Program should ensure that their proposal includes the following information:

- A description of the training program, its instructors, schedule, location of delivery and its proposed impact on unemployment in the region;
- A list of confirmed participants in the training initiative, including completed participant data sheets;
- A budget, including confirmation of any other parties who will contribute to program delivery costs.

Third party applicants should be aware of Program funding criteria. For instance, except under extraordinary circumstances, the Program will not cover the costs of program development or capital items valued at over \$250. Where such provisions are necessary, SSI will retain ownership over such assets.

In addition, SSI is obliged to impose conditions over the delivery of third party training, including audit and reporting requirements. Third party applicants are advised to refrain from publicizing their training initiative until they have reviewed and signed a Letter of Offer from the SSI and the District Training Committee.

3. Screening Procedures

Applications, which are deemed ineligible, will be so advised in writing by the District Program Coordinator. The relevant District Training Committee will be subsequently advised of the rejected application.

Applicants, which are deemed eligible, will be advised that their application will be forwarded to the relevant District Training Committee for a decision. If possible, the applicant will be given a date by which a decision may be expected.

Eligible applications will be evaluated by the District and Regional Program Coordinators. The following criteria may be applied:

- Unit cost of training delivery;
- Relevance of training to the social and economic objectives of SSI and its constituent communities;
- The probability that the applicant(s) will acquire employment or enhance income as a direct result of the training;
- The suitability of the training program, given the ability, aptitude and qualifications of the applicant(s);
- The capacity of the applicant to manage the project and their ability to lever training funds from other sources.

Where required, information checks including EI eligibility and funding available under the NWT Government Student Loan Fund, will be completed.

The applications, including recommendations for the District Training Committee, will be sorted by program initiatives and by community. Relevant information will be entered into the Contact 4 software program.

To ensure that funds are available, the applications will be reviewed by the Chief Executive Officer and Regional Coordinator of the SSI. Relevant cash flow information will be prepared so that the District Training Committees are aware of how much money is available, by program, for disbursement from their district allocation under the terms and conditions of the Contribution Agreement.

4. Committee Approval

The District Program Coordinator will prepare applicant documentation, recommendations and cash flow information for each committee. An Agenda will be prepared for each District Training Committee and a meeting schedule.

At the meeting of the District Training Committee, the applications will be reviewed and discussed. Records of resolutions approving and rejecting all applications will be retained by the District Program Coordinator.

5. Notification

The District Program Coordinator will immediately write to each applicant to advise him or her of the decision taken by the District Training Committee. Where an application has been rejected, an appropriate explanation explaining why the application has been rejected and including any suggestions or comments by the Committee, will be provided.

Where applications have been approved by the Committee, applicants will be notified that a Letter of Offer will be forthcoming. The format of the Letter of Offer will vary, depending on whether the applicant is an individual or a third party. Standard formats for both Letters of Offer are included in Appendix B.

The Letter of Offer will include the following information:

- The amount of funds approved, disbursement schedule and categories of expenses which are eligible;
- Standard terms and conditions regarding reporting and audit requirements, holdbacks, insurance and performance monitoring;
- Terms and conditions identified by Committee Members for inclusion;
- A signature block for applicants to indicate that they have accepted the terms and conditions associated with the funding.

Upon receipt of the signed Letter of Offer from the applicant, the District Program Coordinator will submit a copy of the file to the Regional Program Coordinator of SSI for disbursement.

6. Disbursements

To the greatest extent possible, disbursements shall be made in a manner consistent with the Letter of Offer and SSI financial policy.

For individual applicants, cash will be disbursed as per the payment schedule. Certain costs, such as tuition and airfare, may be paid directly to the supplier. Student shall normally receive their cash disbursements for living expenses monthly in advance. All applicants will be encouraged to provide banking information so that these disbursements can be completed efficiently.

For third party applications, more rigorous terms and conditions are applied in their Letter of Offer. Advances, where approved at all, will be minimized. Payments will be disbursed upon acceptance of a Payment Claim form and any reporting requirements identified in the Letter of Offer. Except in unusual circumstances, a minimum holdback of 10% will be applied, pending completion of all terms and conditions of funding.

Upon disbursement, the Chief Financial Officer will enter the payment into the appropriate program and district account.

D. Project Monitoring and Reporting

The District Program Coordinator will monitor projects funded by the Yamoria Training Program by completing the following tasks:

- Maintaining contact with individuals who have received training and education funds;
- Collecting monitoring data from each individual, completing Client Tracking Forms and entering data into the Contact 4 software program;
- Attending training initiatives delivered by third parties such as employers and training institutions to collect evaluation data.

The District Program Coordinator will ensure, to the greatest extent possible, that the terms and conditions of funding are respected, training programs are delivered as planned and results of such expenditures are documented. Where training is not being delivered as planned, the District Program Coordinator will intervene and take corrective measures as required. Where the training initiative is not achieving its stated objectives, a decision may be taken to cut off funding and/or terminate the project.

The District Program Coordinator will report to the District Training Committees with respect to project implementation and provide information on results achieved in their particular community.

The Chief Financial Officer of SSI will monitor payments to ensure that the terms and conditions of funding are respected. Financial reports will be prepared at least quarterly to account for expenditures. Cash flow reports and projections will be prepared by districts and by program for the information of the District Training Committees.

Roles and Responsibilities

A. Sahtu Secretariat Inc.

The roles and responsibilities of SSI are defined by the terms and conditions of the Contribution Agreement and by direction received from the Board of Directors.

The roles and responsibilities established by the Board of Directors include an onus to administer funds effectively and efficiently and to implement any resolutions passed. These roles and responsibilities include the following:

- To administer the Contribution Agreement in a manner consistent with the law, the direction of the Board of Directors and established policies and procedures that govern the administration of contracts;
- To ensure that funds received are expended as planned, that all funds are accounted for, that results of expenditures are documented and that good relations are maintained with **Human Resource Development Canada**;
- To ensure that the Board of Directors passes an annual budget;
- To effectively supervise staff hired under the authority of the budget by providing system support, training and evaluation;
- To ensure equitable access to the Program for all aboriginal residents of the Sahtu Settlement Region;
- To ensure transparency and redress to the membership by providing program information, audit reports and an appeal mechanism;
- To implement the Board Resolution to devolve to the District Committee's the authority to make decisions on training proposals.

Generally, SSI has a responsibility for the good governance of funds received on behalf of the aboriginal residents of the Sahtu Settlement Region. A failure to honour this responsibility could result in the termination of funding from Human Resource Development Canada.

The Contribution Agreement defines SSI responsibilities associated with funding very specifically.

- SSI has agreed to provide HRDC with the details of its training programs designed to reflect programming established under Part II of the EI Act and under CRF funding, as well as the details of its program targeted to address youth, child care and persons with disabilities.
- SSI has agreed to provide HRDC with an Annual Expenditure Plan showing the amounts allocated for program administration costs and program assistance costs, by program. Revisions to the Annual Expenditure Plan, in some instances, require the consent of HRDC.
- SSI will submit quarterly cash flow forecasts, satisfactory in form and detail, to HRDC and, if requested by HRDC, revised cash flow forecasts prior to the disbursement of funds to SSI.
- SSI will provide HRDC with an accounting of the expenditure of funds, as per the terms of the Contribution Agreement, and shall provide an annual auditor's report in a form as specified within 120 days of year-end;
- SSI will maintain financial records, establish a financial management regime and ensure that all program assistance is documented by written agreements with the program recipients, which define terms and conditions of disbursement. (These responsibilities with respect to management of funds apply whether or not another organization acts as a delivery agent.)
- SSI agrees to provide access to HRDC officials or their representatives to all books and records for a period of three years following the end of the Contribution Agreement.
- SSI agrees to assist in a national evaluation of this program by providing information that may be reasonably requested by HRDC.
- SSI agrees to acknowledge in its publications the financial assistance provided by Canada.
- SSI agrees to preserve any assets costing more than \$250 acquired by funds from the Contribution Agreement and to dispose of such assets as per the terms of the Agreement. (This applies whether or not the purchase is made by a delivery agent or a recipient organization.)
- SSI agrees to provide HRDC with quarterly progress reports, including information with respect to program recipients and to publish an annual report;
- SSI agrees to the use of certain results measurement criteria and to the exchange of information with respect to the eligibility of EI participants in the program; and

- In order to qualify for capacity building funds, SSI must identify its proposed capacity building activities to enhance the management of the Program.

In the Contribution Agreement, SSI also agrees to certain general terms and conditions as identified in Section 12 of Appendix F of the Agreement.

It should also be noted that these SSI responsibilities exist whether or not other organizations become involved in the decision making function of the Yamoria Training Program or other organizations deliver services on contract.

B. District Program Coordinator

The roles and responsibilities of the District Program Coordinator include the following:

- To provide information to prospective applicants with respect to the nature of training programs available to aboriginal residents of the Sahtu Settlement Region;
- To assist applicants in the preparation of applications to the Program by providing information on eligible expenses and proposals and by providing financial and career counselling;
- To screen applications for eligibility and to ensure that all documents are complete;
- To assess applications and to prepare documents as required, by program and by community, for the consideration of the District Training Committees;
- To attend District Training Committee meetings, providing advice as required and to ensure that resolutions approving applications are recorded;
- To notify applicants of decisions taken by District Training Committees, compose letters of offer and to prepare documents for disbursements by the Regional Coordinator and the SSI Chief Financial Officer;
- To compile program information for reports to Human Resources Development Canada, the SSI Board of Directors, District Training Committees and others, as directed.
- To serve as a point of contact with HRDC, the District Training Committee, applicants and clients.

- To provide assistance to the Regional Coordinator and the SSI Chief Financial Officer by coding data and providing information relevant to cash flow projections and program accounting.
- To participate in program design and human resource initiatives as directed by senior staff and the SSI Board of Directors

SSI currently has a program Coordinator in each District and one Regional Coordinator.

C. District Training Committees

The relevant land corporations in each community will establish District Training Committees. The land corporations will decide how many members to appoint to the respective committees and the rules of order to govern their proceedings. The land corporations will pass resolutions to appoint members to the District Committees and notify SSI of changes in appointments.

The Committees have been delegated authority by the SSI Board of Directors to approve or reject applications. To minimize administrative costs, the SSI Board of Directors has proposed that these Committees will function on a voluntary basis, with **no honoraria** paid to Committee members.

The roles and responsibilities of members of District Training Committees include the following:

- To inform the community about the Yamoria Training Program and to refer potential applicants to the District Coordinator.
- To review applications to the Program, decide whether or not the proposed initiatives should be funded by the Program and pass appropriate resolutions;
- To provide general information, advice and direction to support the work of the Program Coordinator;
- To review budget allocations and expenditures in the district;
- To inform the community about the results of the Program.

The roles and responsibilities of the District Training Committees are expected to evolve over time.

D. Individual Applicants

Students and trainees have an obligation to act in good faith and to honour the terms and conditions of funding.

Individual applicants are expected to report on skills acquired, outcome of training (complete, incomplete, pass, failure), outcome of training with respect to employment or enhanced skills for present employment and with respect to evaluations of the training experience. Reports must be submitted within one month of completing the training.

Individual applicants have a responsibility to provide information which is true, to attend their training courses regularly and to inform the District Coordinator if they have resigned activity. Failure to provide such information may result in the applicant being declared ineligible for further funding. Reporting requirements are included in the letter of offer to be signed prior to the disbursement of funds.

E. Third Party Agents

Third party agents such as employers and educational institutions may deliver training on a contract basis for SSI.

Third party agents have reporting requirements as defined in their respective letters of offer. Interim reports are normally required for courses lasting more than four months. Information to be included in the report may include the names and number of participants, the percentage of aboriginal participation, the gender, age and disabilities of participants, the outcome of training (complete, incomplete, pass, fail) and the employment prospects of participants.

Final reports will be required upon course completion. For instance, the third party agent may be required to ensure that exit interviews and/or course participant reports are completed. Final reports are due no later than one month after the completion date of the training exercise.

Third party agents have a responsibility to deliver the training course as described in their contract. Failure to complete the work as described in the letter of offer including the required reports may result in the forfeiture of claims for payments.

Third party agents also have a responsibility to submit accurate payment claims prior to the disbursement of funds. Contracts with third party agents are normally subject to holdbacks of funds. Final payments are made when all the terms and conditions of the contract have been met.

APENDICES

- A. Program Application Forms**
- B. Letter of Offer**
- C. Third Party Agreement**
- D. Client Tracking Questionnaire**
- E. AHRDA Contribution Agreement**