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## **Overview**

This document outlines the criteria approved by the Workforce Development Board of South Central Wisconsin (WDBSCW), the Department of Workforce Development (DWD) and the Department of Labor (DOL) for developing On-the-Job Training (OJT) contracts.

On-the-Job Training is a strategy to transition participants into employment. On-the-Job Training will help participants gain the needed skills to compete in the workforce and help employers minimize the costs of training new employees while seeing increased gains in productivity.

OJT Contracts should be used to assist WorkSmart Network (WSN) participants who are having difficulty obtaining full-time employment due to specific skill gaps. Employers entering into an OJT contract will hire the participant as a full-time employee and write and adhere to a training plan in partnership with WSN staff.

## **Section I: On-the-Job Training Criteria**

### **A. OJT Employee Qualifications**

- i. Adult and Dislocated Worker OJT** – OJT is available for WIOA eligible Adult and Dislocated Workers
- ii. Youth OJT** – OJT is available for Out of School Youth (OSY) eligible for WIOA services
- iii. TAA OJT** – OJT is available for participants enrolled in the TAA program; however, TAA must pay for the employer reimbursement or other training costs. TAA program limits OJT employer reimbursements to 50% of the wages. WIOA funds may not be used to reimburse at a higher level.
- iv. Reverse Referral** – An individual referred to the program by an employer may be considered for an OJT if the following conditions are met:
  - a. The individual has not already been offered the job;
  - b. The individual lacks the skills necessary for the job;
  - c. Because of the lack of skills, the employer will only hire the individual under an OJT contract;
  - d. The job is open to any qualified applicant;
  - e. The employer meets all other employer qualifications, requirements and responsibilities; and
  - f. The individual has met eligibility requirements for WIOA services and has received an assessment, and for whom an individual employment plan has been developed.

### **B. Employer Responsibilities and Qualifications**

- i. Responsibilities**
  - a. The company/OJT employer is the employer of record and responsible for following all employment laws and regulation.
  - b. All OJT employees shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. This will include unemployment compensation where the employer is normally required to provide such coverage to its employees; and

- c. The position provides the participant benefits per company policy which have a monetary value (i.e., insurance, paid leave, profit sharing) other than those required by law.
  - d. The OJT agreement will only reimburse the employer for wages the employee worked. Vacation, holiday and sick time will not be covered by the OJT agreement.
  - e. Overtime will be reimbursed at the regular base rate.
  - f. Employer will need to obtain Union Concurrence if required.
  - g. The employment must not have the effect of filling a vacancy created by an employer terminating a regular employee or otherwise reducing its workforce for the purpose of hiring a participant.
  - h. The employment must not have the effect of filling a position when any other person is on layoff or strike for the same or a substantially equivalent job within the same organizational unit.
  - i. The employment must not fill a position when any other person is engaged in a labor dispute regarding the same or a substantially similar job within the same organizational unit.
  - j. OJT cannot be used for a participant's previous employer.
  - k. Employer must work with the WSN staff to complete at least three worker evaluations. At least one evaluation must be completed in person or over the phone.
  - l. Employer is responsible for communicating with WSN staff if there are significant training issues, if skill attainment is behind schedule, if the training schedule is behind schedule, if there are concerns with workplace conduct or employment status is in jeopardy.
- ii. Prohibited worksites for OJT contracts**
- a. Employers which are casinos or other gambling establishments, swimming pools, aquariums, zoos and golf courses.
  - b. That will displace workers.
  - c. An employer that has relocated all or part of their business within the previous 120 days where the relocation action has resulted in the loss of employment of any employee at the original site.
  - d. Occupations depending on commission as the primary income source.
  - e. Professional occupations for which the trainee already possesses a license (e.g. real estate agent, insurance agent, bartender, etc.).

- f. Occupations dependent on tips or gratuities as the primary income source.
- g. Occupations which provide for only temporary or intermittent employment.
- h. A low-skilled occupation that would generally require little or no training (i.e., less than six weeks) which is considered to be the normal training period for any new employee.

**iii. Other**

- a. OJT positions **may** be developed with public and private, not-for-profit employers, such as a 501c3.
- b. DET recommends that participants under WIOA OJT contracts comprise no more than 25% of the employer's employees.
- c. WIOA OJT is not an entitlement program for employers. The decision to enter into an OJT contract with an employer is at the discretion of the service provider and WDBSCW.
- d. Reimbursements for OJT are not intended to be wage subsidies to employer for normal training of employees rather they are intended for extraordinary costs of training WIOA participants. Some of these costs include: more intense supervision, above average material wastage, abnormal wear on tools, down time and a lower rate of production.

**C. OJT Determinations**

**i. OJT Wage Standards**

- a. Dislocated Worker Base Rate: OJT base rate for Dislocated Worker participants: \$14.58 (Dislocated Worker performance standard)
- b. Adult and Out of School Youth Base Rate: OJT base rate for Adult and Youth participants: \$10.42 (Adult performance standard)
- c. Wage Rate Exceptions for Dislocated Worker OJT contracts
  - 1. The OJT placement is in a high growth occupation and there is an expectation or ability to meet the DW base rate (\$14.58) upon completion of the training period; or
  - 2. the OJT placement is in a high growth occupation and WSN staff can provide a WORKnet printout showing the average wage for a worker with average experience in that occupation shall earn at least \$14.58 per hour; or

3. the OJT placement is in a high growth occupation and WSN staff can provide information showing lower wage standards based on county of employment for average experience in that occupation .

d. Wage Cap

1. DOL has established a wage cap policy that the training reimbursement level is not to exceed a percentage of the state's average wage rate. That is, the training reimbursement percentage is applied against the participant's hourly wage rate *unless* the wage rate exceeds the state's average hourly rate. In that case, the training reimbursement percentage must be applied against the state's average hourly rate (20.62). This limitation on the training reimbursement provides grantees with the latitude in the type of occupations that can be targeted while maximizing the number of OJT opportunities.
  2. The State's average salary is provided by the Bureau of Labor Statistics in the Quarterly Census of Employment and Wages. The most up-to-date annual data is for 2015. The hourly wage cap for Wisconsin is \$20.62.
- e. Overtime hours: Overtime hours will be reimbursed at the base rate.
- f. The OJT agreement will only reimburse the employer for wages the employee worked. Vacation, holiday and sick time will not be covered by the OJT agreement.

**ii. Duration**

- a. An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. The amount of training hours needs to take into account the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, the participants individual employability plan, job accommodations that may be required and discussions with the employer. The contracted training hours cannot include training normally provided by the employer for new employees such as orientation to the job/business, safety

procedures, etc. (Please also see Section III, OJT Paperwork, ii Training Agreement, d. start date and l. skills to be learned through OJT).

- b. OJT contracts cannot be less than 240 hours (equivalent of 40 hours for six weeks) and no longer than 960 hours. Jobs that require less than six weeks of training usually require no appreciable levels of training beyond periods of orientation that an employer would be expected to cover as part of their normal costs of doing business.
- c. OJTs will be full-time employment of a minimum of 32 hours per week.

**iii. Reimbursement Rate**

The training reimbursement percentage, established by the Employment and Training Association (ETA), should not exceed 50%.

WIOA does allow State and Local areas the flexibility to increase the reimbursement level to up to 75% taking into account the following factors:

- Characteristics of the participant (long term unemployed, extraordinarily large skills gap);
- Size of the employer (under 50 employees\*\*);
- Quality of employer-provided training and advancement opportunities.

*A written request (Extenuating Circumstance OJT Worksheet) must be submitted with OJT paperwork for reimbursement rates over 50%.*

\*\*The employee count is to include full-time and part-time workers, and workers placed through a private placement agency. The count is to be on a company-wide basis for all locations within the State of Wisconsin.

**iv. Support Services**

OJT participants are eligible for support services. Staff and participants will follow the support services policy already established by the WDBSCW. For the purpose of the support services policy, an OJT engagement will be equal to one semester. OJT participants will be eligible for a maximum amount of \$500 in support services.

## Section II: Development and Documentation of On-the-Job Training Agreements

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- A. Through career exploration and assessments, the WorkSmart Network staff and participant will determine the appropriate career options and type of training appropriate for the participant.
- B. The WSN staff identifies and documents the need for training and establishes the Individual Employment Plan (IEP). This is also documented in ASSET manage assessments, manage employability plan, manage services and case notes.
- C. Training services shall be documented on the IEP to focus on demand occupations with career advancement and retention goals within the chosen industry.
- D. The WSN staff will be responsible to work with other WSN staff, WDBSCW staff and managers to align Industry Partners/private and private non-profit employers with participants to establish OJT contracts.
- E. Once a participant has been matched to an OJT employer and it has been determined the participant will require training on at least three transferrable skills, the WNS staff shall complete and submit the appropriate forms to request approval for the OJT. (See Section III, OJT Paperwork for more detailed information on OJT Paperwork)

- i. Required Documents for OJT Pre-approval Consideration**

- a. Pre-award Review Checklist (signed by employer)
- b. OJT Training Agreement form (no signatures)
- c. Training Plan Narrative (signed by employer)
- d. WIOA Reservation of Funds
- e. WIOA Participant Worksheet
- f. Hire Letter
- g. Job Description
- h. Participant Resume
- i. ONET back-up documentation (if needed)
- j. Extenuating Circumstance worksheet (if needed)
- k. Updated IEP/ISS (signature not required) to reflect OJT service

- ii. Required Documents for OJT Final Approval and Submission for Payment**

- a. OJT Training Agreement form signed by WSN staff, employer, participant and WDBSCW
- b. OJT Assurances signed by employer
- c. All Pre-approved documentation (listed above)
- d. Updated IEP/ISS with signature

**iii. Required Documents for OJT Maintenance/Participant File**

- a. Evaluations (one week, mid OJT, upon completion of OJT), at least one to be completed in person.
- b. Monthly invoicing (All invoices must be submitted to WDBSCW within 30 days of OJT completion date)

### Section III: OJT Paperwork

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#### A. Pre-Approval Package

- i. **Pre-Award Review Checklist:** Once a 'verbal commitment' has been made by the employer and WSN staff to enter into an OJT contract, the employer must complete the Pre-Award Review Checklist to determine whether or not the employer meets all qualifications and assurances. The Pre-Award Review Checklist *can* be filled out by WSN staff (either in person or over the phone) and reviewed and approved by the employer. The employer can approve the checklist by signing the document or confirming correctness via email. If confirmation is via email, a printed copy of this communication **MUST** be included for pre-approval.
- ii. **OJT Training Agreement Form:** Once it has been determined that the employer (and the position) are appropriate for an OJT contract (pre-award review checklist), WSN will work with the employer contact to complete the OJT Training Agreement form.
  - a. Worksite address should be the location to which the participant will be reporting for regular work. If there is an alternate location to which the OJT reimbursement check should be mailed, WSN staff should fill in the 'alternate mailing address for reimbursement' section.
  - b. OJT Type: If the OJT is for an Adult participant, circle AD, if the OJT is for a Dislocated Worker participant, circle DW, if the OJT is for an OSY circle Youth. You can 'circle' electronically by placing a border around the appropriate cell in the document or by shading the cell.
  - c. Worksite contact/supervisor should be the contact for WSN to develop the Training Plan, complete the evaluations and discuss issues as they arise directly related to the participants training plan. It is common for the worksite contact to be the direct supervisor and the back-up worksite contact to be in human resources.
  - d. Start Date: This is **NOT** the employment start date. This is the start date for the OJT contract. The start date is **NEVER** to be the first day of employment. OJT reimbursements are not intended to be wage subsidized for normal hiring, on-boarding or training of employees. The first day of employment is commonly used for paperwork, orientation, tours, etc. and should not be included in the OJT duration. If all new hires in the same or similar position to that of the OJT are

required to participate in a program, orientation, training, etc., beyond the first day of employment, that should NOT be included in the OJT duration. For example, if *all* new welders must complete a one week welding safety course, the OJT contract would not begin until the course is complete and individual training begins.

- e. Rate of Pay per Hour: Should be the actual rate of pay per hour for the new employee, UNLESS the rate of pay is above the State determined Wage Cap of 20.62 (Please see Section I, letter D, iv – “Wage Cap”).
- f. Reimbursement Rate: Should be no more than 50% unless a written request is also submitted to the WDBSCW for a higher rate that follows the extenuating circumstance guidelines. (Please see Section 1, letter C, ii “Reimbursement Rate”).
- g. Total OJT Hours: Total OJT hours is the duration of the OJT. The total OJT hours should be determined *after* the Skills to be Learned Though OJT and Training Narrative have been completed and should be the total number of hours from the Skills to Be Learned section of the agreement. Total OJT hours should be no less than 240 hours and no more than 960. OJT hours should reflect the amount of time it will take to complete additional training in at least three transferrable skill areas. OJT hours should NOT be used to reach a certain dollar amount.
- h. Total Reimbursement Amount: Rate of pay per hour x reimbursement rate x total OJT hours. If the total reimbursement amount is more than \$5,000, WDBSCW will give priority to OJT’s based on participant needs, hourly wage, funding availability, and total benefit package offered by the employer. WDBSCW will require an additional narrative to approve OJT requests above \$5,000, which should be included on the participant worksheet and the Extenuating Circumstances for OJT worksheet.
- i. Union Concurrence: Required when the position the participant has been hired for is represented under a Union Contract. Written concurrence is required prior to pre-approval by WDBSCW. This can be in the form of an email or formal letter. It MUST come from an appropriate Union representative.
- j. Worksite Schedule: Please fill out to the best of the ability of the supervisor or human resource manager, recognizing that in some cases, schedules may change slightly.
- k. Qualifications/Job Related Skills Participant has obtained prior to OJT: Please list skills participant brings to the position that the employer sees as relevant and

beneficial to the position. This will help illustrate appropriateness for the hire and the OJT.

- l. Skills to be Learned through the OJT: This should include *at least* three transitional skills to be learned during the OJT. These should be specific and *detailed* skills with specific hours aligned. These should be specific tools, machines, software programs or techniques. Not be vague areas of study.
  - m. Signatures: WDBSCW should be the first signature on the agreement and be dated prior to the first day of employment.
  - n. The OJT Agreement must be signed by the participant, employer and WSN staff on or before the participants first day of employment.
- iii. **Training Plan Narrative:** The training plan must include at least three transferrable skills to be learned on the job and the time necessary to learn each skill and must be sufficiently specific to verify that training was provided in accordance with the contract. The training plan must be approved and signed at the time the OJT pre approval package is submitted to the WDBSCW. The employer can approve the plan by signing the document or confirming approval via email. If confirmation is via email, a printed copy of this communication **MUST** be included for pre-approval.
- The following guidelines apply to the Training Plan Narrative:
- a. A brief explanation about why the participant is a good candidate for the position, despite the skills gaps outlined in the training plan.
  - b. Activities (the OJT Agreement) must be described clearly to show that the employer is obligated to conduct training.
  - c. Skills to be learned (measurable) should be separately listed with estimated training times for each.
  - d. Training times must be reasonable.
  - e. Training times must be geared to both the complexity of the job and the abilities of the trainee
  - f. The training plan must include the Specific Vocational Preparation (SVP) amount to support the training duration. SVP can be found on ONet.
  - g. Consideration must be given to recognized reference materials, such as O\*NET.
  - h. The training outline must identify the job title of the person(s) responsible for the training.
  - i. The training outline must include measurement and evaluation procedures.

- j. The trainee, supervisor, and/or trainer should be knowledgeable about the training plan.
- k. The training site is accessible for individuals with disabilities and/or other special needs.
- l. Consideration of reasonable accommodation(s), such as providing materials in an alternative format.
- m. Identification of supportive services necessary for the individual to succeed.
- iv. **WIOA Reservation of Funds:** Semester should be chosen based on *start* date of the OJT. Only ONE funding source should be chosen and that funding source should match the one selected on the OJT agreement. There is no ITA number for OJT contracts. Please just write “OJT” in place of an ITA number. Only *one* reservation of funds forms should be submitted, unless the OJT will go into the next program year. In which case two forms should be submitted, accurately reflecting how many hours of the OJT will be in each program year.
- v. **WIOA Participant Worksheet:** Please include information on the participant worksheet as needed for total OJT amounts over \$5000.
- vi. **Hire Letter:** Formal Hire letter from the employer stating start date and wage must be included.
- vii. **Job Description:** Job Description from the employer must be included. If a formal job description or posting does not exist, one must be written.
- viii. **Participant Resume:** Current resume must be included.
- ix. **ONET / WORKnet documentation:** Appropriate documentation must be included for OJT’s with wages lower than the target wage stated in the OJT policy.
- x. **Extenuating Circumstance OJT Worksheet:** If WSN staff are requesting a reimbursement rate above 50%, the request form must be submitted showing: the participant is high priority (long term unemployed, and/or who has an extraordinarily large skills gap) and the participant is being trained at a small business (50 or fewer employees\*\*).

\*\*The employee count is to include full-time and part-time workers, and workers placed through a private placement agency. The count is to be on a company-wide basis for all locations within the State of Wisconsin.

**B. Final Approval and Submission for Payment (submitted to WDBSCW, hard copy originals)**

- i. OJT Training Agreement form signed by WDBSCW, employer, participant and WSN staff.
- ii. OJT Assurances signed by employer
- iii. Pre-award review signed by employer
- iv. Training plan with signature
- v. All pre-approval package documentation (listed above)
- vi. Fiscal Assistant will notify WSN that the OJT has been received and will be submitted into the fiscal system.

**C. Required Documents for OJT Maintenance and Participant File**

- i. Three evaluations must be completed throughout the OJT. At *least* one evaluation must be completed in person (or via a telephone interview if necessary). OJT evaluations should be completed one week into the OJT, mid OJT upon completion of the OJT, tracked on the OJT google tracking log and a copy submitted to WDBSCW. Copies should also be kept in the participant file.
- ii. Invoicing:
  - a. Two pieces are needed for a complete invoice
    - i. The employer should use the invoice provided by the WDBSCW.
    - ii. In addition to the WDBSCW OJT invoices, we need documentation from the employer verifying hours. Common acceptable documents include: payroll registers, employee earning statements, or time cards. The second document must include: employee name, dates worked, the respective hours worked, and rate of pay. The number of any holiday, vacation, or other hours not eligible for WIOA reimbursement should be noted.
  - b. Invoices should be submitted to WSN staff. WSN staff will submit invoices to WDBSCW Fiscal Assistant after reviewing them for accuracy.
  - c. Invoices should be submitted monthly and all invoices *must* be submitted within 30 days of completion of the OJT. The first invoice *cannot* include orientation hours.

d.

#### **Section IV: On-the-Job Training Approval Process**

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- A. WSN staff will submit the OJT Pre Approval Package to WDBSCW Director of Sector Development and Business Services prior to confirming OJT with employer or participant. The OJT Package should include all items on checklist: Pre-award review checklist (signed by employer) OJT agreement form, training plan narrative (signed by employer), reservation of funds, participant worksheet, hire letter, job description, participant resume, O\*NET backup documentation (if needed) and reimbursement waiver request (if needed).
- B. The OJT Pre Approval Package can be submitted for approval via email or in person. Fax can be utilized if absolutely necessary.
- C. WDBSCW approval covers: training duration, contract amount and verifying all documentation has been collected and signed where applicable. WSN staff and managers are responsible for accuracy of pre-award review, training plan, WIOA enrollment and relevant paperwork, and verifying the participant is not eligible for OJT funding from other resources (TAA, Veterans, etc.) and all appropriate asset entry.
- D. WDBSCW will approve OJT Pre Award Package, sign OJT Agreement and return a signed copy to WSN staff. WDBSCW staff available to approve OJT Packages if the Director of Sector Development and Business Services isn't available include: AD/DW Program Manager, Deputy Director and Executive Director. Please allow 5 business days for WDBSCW approval.
- E. Once the OJT Pre Approval Package has been approved, the WSN staff can confirm the OJT with the employer and participant and obtain signatures. Employee and employer signatures must be collected on or before the employee start date.
  - \*If an OJT package is unapproved, the WSN staff will be notified by WDBSCW staff via phone or email with a brief explanation and/or changes that can be made to the package for reconsideration.
- F. All signed paperwork, including assurances, should be turned into WDBSCW final approval and submission to fiscal department for entry into fiscal system.
- G. Copies of approved OJT paperwork with signatures must be provided to WDBSCW, the employer and put in the participant file.
- H. WSN staff will provide the employer with all signed paperwork, the Employer Handbook and the OJT evaluation and contact information form.

## **Section V: Reporting Services**

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The WSN staff will complete ASSET documentation. The following ASSET service must be used, in addition to case notes when appropriate.

### **Services:**

- Training service: On-The-Job-Training
- Fund Source: WIOA Title 1B Adult, WIOA Title 1B Dislocated Worker (unless there is a rapid response grant for the company of dislocation), and for OSY – WIOA Title 1B youth
- Contract ID: choose contract ID that corresponds to participant based on the county the participant lived in at the time of registration/orientation
- Close service if participant quits position or is let go or when OJT is complete

### **Case Note – At minimum case notes need to be documented in the following circumstances:**

- Initial: Worksite, wages, start and end date, and supervisor contact information.
- Three (3) evaluation case notes, one (1) per evaluation.
- Final note at the close of the Work Experience documenting the nature of the closure.
- Any time the WSN Staff has contact with either the worker or the worksite through the duration of the Work Experience.

### **IEP/ISS**

The Individual Employment Plan (IEP) and Individual Service Strategy (ISS) need to be updated with the OJT Service, signed, for the physical file.

### **Salesforce**

- Communication with business in activities.
- Service opened under Youth or Adult employment “Type” and subtype “Work Experience.”

**Section VI: OJT Maintenance**

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- A. As the employers invoice the WDBSCW for reimbursement the Fiscal Assistant will mail invoice copies to WSN staff to maintain in the OJT file for record of time worked.
- B. WSN staff will ensure communication between the employer and participant is effective and monitor the training contract. They will continue to update ASSET documentation.
- C. The WSN staff will work with the OJT employer to complete three evaluations. The evaluation dates should be set at the time the OJT agreement is signed. Evaluation should be completed one week after the start of the OJT, in the middle of the OJT and upon completion of the OJT contract. Evaluations must use the approved On the Job Training Evaluation. The evaluation is also a time to monitor fiscal expenditures to date. A copy of the evaluations should be kept in the customer file and sent to WDBSCW for their file.
- D. WSN staff will ensure proper documentation in ASSET case notes. In addition to communication between the participant and the employer updates in ASSET, WSN staff will document the approval and completion of an OJT in ASSET in addition to the three case notes for the evaluations. At each evaluation, WSN staff will document skill levels, additional comments from supervisor, and whether the WSN staff was present for the evaluation in ASSET. Each OJT will have a minimum of five case notes, for approval, completion and follow-up, and the three evaluations.
- E. WSN staff are responsible for tracking the OJT timeframe and hours worked.
- F. WSN staff will enter in OJT participant information into OJT google tracking log under either DW, AD or Youth tab. WSN staff are responsible for entering evaluation dates and to *monitor* invoice amounts and dates. WDBSCW staff will enter all invoice amounts and dates.
- G. WSN will keep WDBSCW Director of Sector Development and Business services apprised of any changes to employment status of OJT participant during the OJT training and follow-up period.

## **Section VII: Invoice Process**

The invoice process is only relevant to approved reservations and OJT contracts.

- A. Two pieces are needed for a complete invoice
  - i. The employer should use the invoice provided by the WDBSCW.
  - ii. In addition to the WDBSCW OJT invoices, we need documentation from the employer verifying hours. Common acceptable documents include: payroll registers, employee earning statements, or time cards. The second document must include: employee name, dates worked, the respective hours worked, and rate of pay. The number of any holiday, vacation, or other hours not eligible for WIOA reimbursement should be noted.
- B. Invoice supporting documentation must include a statement to certify the information is true and correct.
- C. The employer will only be reimbursed for hours on the invoice.
- D. The employer will not be reimbursed for orientation hours or training hours provided to all employees.
- E. Overtime will be reimbursed at the base rate.
- F. The employer will not be reimbursed for paid time off, sick time, holiday time or vacation time.
- G. The employer must submit invoices for reimbursement at a minimum of monthly.
- H. All invoices must be submitted within 30 days following the completion of the OJT agreement.
- I. If the duration of the OJT crosses program years (June 30<sup>th</sup>), separate invoices must be submitted so that no two program years are claimed on the same invoice.
- J. The employer must submit invoices to WSN Staff (who have signed OJT paperwork).
- K. WSN Staff submit invoices and supporting documentation to WDBSCW Fiscal Assistant after reviewing them for accuracy. WDBSCW Fiscal assistant will track payments in OJT google doc.