

Worksite Agreement Information

School-based and Community-based Programs

The purpose of this agreement is to ensure the provision of a meaningful work showing experience for students participating in MassHire Programs School-based and Community-based program. The worksite should be structured in such a way as to provide each participant with an opportunity to explore his or her career interest and foster site-based learning opportunities.

In order for there to be quality work shadowing experience for each student it is necessary that both the training/work site and Berkshire Works agree upon the services and responsibilities to be undertaken.

Responsibilities of the Training/Work Site:

The Training/Work site agrees to:

- Not vary duties, conditions, or location of a participant without written approval of Berkshire Works Youth Services Department.
- Provide full-time, adult supervision for all participants.
- Advise MassHire of problems encountered by participants to assist MassHire effort in serving participants.
- Verify participants' hours on a weekly basis.
- Permit access to the training/work site by MassHire staff at all reasonable times.
- Notify MassHire promptly of any accident involving participants.
- Be familiar with the child labor provisions of the Fair Labor Standards Act and not permit any participants to do work prohibited by the Act or any other work under conditions that are unsanitary or hazardous to the participant's health and/or safety.
- Refrain from using participants in a manner that would reduce the non-overtime hours, wages, benefits, or promotional opportunities of regular employees of the training/work site, or displace existing contracts for services.
- Refrain from terminating, laying off, or reducing the working hours of regular employees in anticipation of using participants, and do not permit participants to work at jobs substantially similar to those of regular employees who make be laid off during the grant period.
- Notify MassHire if any participant assigned to the training/work site is a member of the immediate family of a person employed by the training/work site, or any other MassHire contractor or training/work side in an administrative capacity.
- Refrain from using participants in any political or lobbying activities.
- Consult with MassHire where there is any question whether a proposed activity of the training/work site will comply with the terms of this agreement.
- Maintain the confidentiality of personal information concerning participants and comply with the confidentiality requirements of the Fair Information Practices Act, Chapter 776 of the Act of 1975 and the regulations promulgates by the Executive Office of Economic Affairs.
- Create no job in promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

- Adherence to all federal, state, and local requirements regarding being a training/work site employer.
- No participant shall be engaged in work that might result in the training/work site gaining profit from such activities.

Training/Worksite Agreement

MassHire *agrees to:*

1. Select and screen participants and/or permit individual schools to select appropriate in-need participants.
2. Provide Workman's Compensation coverage for participants.
3. Orient participants and training/work site staff to program activities, goals, policies, rights of participants, and performance standards.
4. Assign a counselor for each participant who will be responsible for monitoring services as may be necessary.

General Provisions:

1. The training/work site will not receive any funds for providing the services described in this agreement.
2. The training/work site without approval of MassHire may not terminate the participant. In the event that they participant is unable to adjust to the shadow experience or to maintain satisfactory standards of conduct and performance, the training/work site will confer the MassHire to determine the appropriate action.
3. If the training/work site fails to meet its responsibilities under this agreement, MassHire may remove the participants from the training/work site.
4. No financial assistance for any programs will be allowed that involves political activities.
5. No recipient of funds shall use such funds to assist, promote, or deter union organizing.
6. Participants shall not be employed on the construction, operation, or maintenance of any facility that is used or will be used for sectarian instruction pr as a place of worship.
7. No person or organization may charge an individual a fee for the placement or referral of such individual in or to a training program.
8. No funds available under the Act may be used for contribution on behalf of any participants to retirement systems or plans.
9. Participants will be placed/referred to job shadowing sites according to abilities, interest, and availability. No participants will be placed at a site because of sex stereotyping.

Breach of Agreement:

Failure to comply with this agreement on the part of the training/work site constitutes a breach of agreement and may result in the removal of the participant (s) from the training/work site.

Worksite Agreement Signature Form

Name of worksite: _____ Name of supervisor: _____
Student to supervisor ratio: _____ Job title: _____

Who will be responsible for maintaining the time sheets for the participant?

Name: _____ Phone number: _____

Where at the worksite will the timesheets be kept? _____

Days of the week and hours in which work can be performed. Please include the work schedule:

Please provide a brief description of the minimum requirements of the position. Please give examples of the basic duties and activities that will be performed.

Also the tools and equipment that will be used. (If any)

If this is an outdoor activity, what will the participant do on a rainy day? _____

Signing below means I have read and understand the worksite agreement:

Agency Representatives: (Signature) _____ Date: _____

Telephone: _____

If you are a unionized agency, please have a Union Steward sign the following statement:

I, representative of _____ am in concurrence with this worksite agreement.

Signature: _____ Date: _____ Telephone: _____

MassHire Representative and Title: _____ Date: _____

Telephone: _____

Please return to:

Kelly Groves-Skrocki, Youth Services Coordinator
MassHire Berkshire Career Center
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kskrocki@masshireberkshirecc.com