

DELEGATION AGREEMENT

between the <town Police/Fire Department> and the
Massachusetts Human Resources Division

In accordance with the provisions of MGL Chapter 31, section 5(l), this agreement between the Human Resources Division (HRD) and the <town Police/Fire Department> is for the purpose of delineating the responsibilities of the parties in the delegation of certain duties and powers of HRD to the <town Police/Fire Department> pertaining to the selection process for <Exam Title>, <town Police/Fire Department>.

The <town Police/Fire Department> has agreed to hire an Assessment Center vendor to develop, construct, validate, administer and score a <Exam Title> assessment center and to pay all attendant costs associated with same. The <town Police/Fire Department> will hire an Assessment Center vendor who will develop an Assessment Center based upon a job analysis. In addition the <town Police/Fire Department>, will ensure that the Assessment Center vendor produces an Assessment Center that conforms with recognized validation methodologies. Further, the <town Police/Fire Department>, will ensure that the Assessment Center vendor will provide evidence of validation if the Assessment Center is challenged. With the exception of additional points as required by statute or rule, including credit for employment or experience in the <exam title> title, this delegated selection process for <exam title> will be used as the **sole basis** for scoring and ranking candidates on an eligible list. The <town Police/Fire Department> may forego the use of any written test administered by HRD. Nothing in this delegation agreement precludes the use of a validated, written examination exercise developed by the Assessment Center vendor as part of the overall assessment center activities.

HRD will delegate to <town Police/Fire Department> <town administrator>, and the Assessment Center vendor including, but not limited to, the following areas:

1. Determination of the knowledges, skills, abilities and personal characteristics (KSAP's) that are supported by job analysis data that will be evaluated during the assessment center exercises.
2. Development of the departmental promotional examination announcement to be used to solicit applications including a description of duties; a description of the KSAPs determined pursuant to Paragraph 1 above; a description of the testing process to be used including any reading lists and preparation guides; testing date(s); deadline for filing applications; salary for the position; and any applicable fees. HRD will, upon request, provide sample language for the announcement, consistent with statutory requirements, regarding eligibility for the selection process, Employment/Experience examination component, and statutory

preferences. The <town Police/Fire Department> must ensure proper posting of the examination announcement in all <Police/Fire> Department stations.

3. Development of the job-related, content valid questions/activities that will be used during the assessment center for which validation evidence has been gathered in accordance with professionally accepted guidelines.
4. The security plan that will be utilized to ensure the integrity of the assessment center.
5. Any training materials or sessions that will be distributed to/conducted for applicants prior to the administration of the assessment center in order to familiarize them with assessment center procedures.
6. The review of any validation materials which support the assessment center activities.
7. The composition and selection of the assessors for the assessment center exercises.
8. The training of the assessors in the use of the rating schedules and administration of the exercises.
9. The review and approval of the rating schedules to be used.
10. The determination of a passing point for the assessment center.
11. The <town Police/Fire Department>'s representation as observers only for the assessment center components.
12. Reviews permitted pursuant to Section 22 of Chapter 31 of the MGL shall be the responsibility of the <town Police/Fire Department>'s Appointing Authority. The <town Police/Fire Department> shall be responsible for issuing notice to all candidates of the rights afforded to them under this Section of the MGL.
13. Any "fair test appeal" will be forwarded to HRD, along with the Assessment Center Vendor's summary of facts related to the appeal and position. HRD will issue a determination as to a "fair test appeal." The <town Police/Fire Department> shall be responsible for issuing notice to all candidates of the Employment/Experience examination component, including instructions on how to claim credits.
14. Maintenance of the record of the examination for three years from the date of the examination.

15. Upon establishment of an eligible list, stemming from assessment center exercises and any additional points required by statute, such list will be forwarded to HRD. The eligible list will be made available for public inspection by the <town Police/Fire Department>.

It is agreed that:

- I. HRD authorizes George Bibilos, Director, Organizational Development Group/Civil Service, (617) 878- 9727, and/or his designee to act as its representative in all matters relative to this delegation agreement.
- II. Primary responsibility for the administration of all delegated civil service functions, as described herein, for the <town Police/Fire Department> will be assigned to <town administrator>, who will serve as Delegation Administrator. S/He, or her/his designee, will be responsible for all matters relative to this delegation agreement.
- III. The Delegation Administrator shall be responsible for the following:
 - A. all notifications to all eligible candidates, acceptance and processing of examination applications, verification of examination eligibility, and security of the administration and scoring of the selection process that results in the establishment of an eligible list for <exam title>;
 - B. maintenance of the eligible list for <exam title> for a maximum of two years in accordance with applicable statutory language and HRD policy.
 - C. certification from the eligible list in accordance with civil service laws, rules, regulations and procedures.
 - D. forward all notices of employment of promoted employee(s) from the certification process.
- IV. The Delegation Administrator shall be responsible for ensuring that the examination referenced herein is administered within 18 months of the issuance of this Delegation Agreement. An extension of a maximum of six additional months may be approved by HRD upon review of a written request from the Delegation Administrator detailing extenuating circumstances necessitating such extension. Such request must be submitted at least 30 days prior to expiration of the 18 month timeframe. Upon failure to administer this examination within the timeframe approved by HRD, HRD may cancel this examination and Delegation Agreement,

and the Delegation Administrator will be responsible for refunding any examination processing fee(s) paid by applicants.

- V. The Delegation Administrator will be responsible for ensuring continued public access to all records determined to be public information.
- VI. The Delegation Administrator will be responsible for ensuring that candidates can review their standing on the established eligible list. (Such review must be made in the presence of the Delegation Administrator or designee to ensure that there is no alteration or destruction of material.)
- VII. The <town Police/Fire Department> must choose an Assessment Center vendor who is willing to assume the following responsibilities in relation to this Delegation Agreement. If the Assessment Center vendor neglects to follow the below actions, this Delegation Agreement may be discontinued by HRD. Assessment Center vendor responsibilities are listed below:
 - A. Utilize HRD's examination posting notice template for posting the Assessment Center examination.
 - B. Identify additional credits required by statute GL Chapter 31§ 59 and provide documentation to HRD.
 - C. Issue score notices to candidates using the template provided by HRD.
 - D. Fully cooperate with HRD regarding all instances of Appeals, including, but not limited to, Fair Test Appeals (GL Chapter 31 § 22).
 - E. Will appear and defend the Assessment Center content if a Civil Service Commission hearing occurs.
- VIII. Periodic or random audits of all examination materials, examination records, and/or delegated personnel transactions may be conducted at any time by representatives from HRD. All examination materials, records, ledgers and correspondence relating to the delegated functions shall be made readily available and accessible to HRD upon request. HRD may also at its option attend the administration of the examination as an observer. A report on any audit findings regarding delegated personnel transactions will be made available to the Delegation Administrator and corrective action, if necessary, on any problems or errors identified in that report must be taken by the <town Police/Fire Department> within thirty 30 days from receipt of the audit report. A written report of that corrective action shall be submitted to HRD. HRD retains the rights to review, retain, approve, and/or

disapprove any and all examination related materials and/or records, before or after the administration of the examination, at its discretion.

- IX. It will be the responsibility of HRD to provide and explain to the Delegation Administrator any changes in civil service law and rules which may directly affect any of the delegated functions.
- X. The Human Resources Division will be responsible for notifying the Delegation Administrator on a timely basis of any changes in the law or regulations which may affect the delegated functions.
- XI. HRD reserves the right to take action, up to and including rescinding this agreement if <town Police/Fire Department> or assessment center vendor has violated this delegation agreement.
- XII. HRD will be available to the Delegation Administrator throughout the delegation process and HRD will provide technical assistance to the Delegation Administrator upon request.
- XIII. Changes in approved procedures for the administration of the delegated functions may not be made without the review and approval of both parties. No duties may be assumed by the Delegation Administrator which have not been authorized by this agreement or subsequent attachment.
- XIV. The cost of all services, forms, and materials provided directly by HRD shall be assumed by HRD unless otherwise agreed to by both parties. All other costs involved in the delegation of the functions set forth herein will be the responsibility of the <town Police/Fire Department>.
- XV. The <town Police/Fire Department> may elect to charge a reasonable fee, as set by statute (currently \$250 per application), to offset the administrative costs of the selection process. Any processing fees collected through the delegation of these functions are the property of the <town Police/Fire Department>.
- XVI. Candidate scores from the Assessment Center shall only be available to HRD and the individual candidates.
- XVII. If at any time after the execution of this agreement either the <town Police/Fire Department> or HRD determines that delegation authority should be discontinued, reversion of the authority for all delegated functions to the <town Police/Fire Department> may be effected through 30 days' written notice, by

registered mail, by either the <town Police/Fire Department> or the Personnel Administrator (Chief Human Resources Officer).

XVIII. The specific functions to be delegated are described and detailed in this Agreement. As further functions are delegated, detailed descriptions shall be reviewed by both parties and appended to this Agreement.

DATE OF ISSUANCE:

FOR THE <town> OF <POLICE/FIRE> DEPARTMENT:

_____	_____
<Name of AA>	Date
<Title of AA>	

FOR THE HUMAN RESOURCES DIVISION:

_____	_____
Ronald J. Arigo	Date
Chief Human Resources Officer	

