

Municipal Police Training Committee



New Contract Employee Checklist – Please print all forms single sided and mail originals (wet ink) along with the checklist to: MPTC Headquarters, 6 Adams Street, Randolph, MA 02368
Attn: Fiscal Department.

EMPLOYEE INFORMATION	
Full Name:	
Address:	
Home Phone:	
Cell Phone:	
Email Address:	

CHECKLIST		
<input type="checkbox"/>	Commonwealth of MA Standard Contract Form & Terms and Conditions	Complete, Sign and Return page 1 only
<input type="checkbox"/>	I-9 Employment Eligibility Verification Form	Complete, Sign and Return with copies of valid forms of ID: (1) from List A or (2) from List B and C – see page 3 for instructions
<input type="checkbox"/>	Direct Deposit Form – Mandatory	Complete, Sign and Return
<input type="checkbox"/>	W-4 Federal Tax Withholding Form	Complete, Sign and Return
<input type="checkbox"/>	M-4 State Tax Withholding Form	Complete, Sign and Return
<input type="checkbox"/>	Commonwealth of MA HR Contract Employee Disclosure Form	Complete, Sign and Return
<input type="checkbox"/>	MPTC Instructor Policies and Procedures	Complete, Sign and Return page 18 only
<input type="checkbox"/>	MPTC Instructor Approval and Endorsement Form	Complete, Sign and Return
<input type="checkbox"/>	Massachusetts Deferred Compensation SMART Plan – OBRA (Mandatory)	Complete, Sign and Return all three pages
<input type="checkbox"/>	Social Security Administration 1945 Form	Complete, Sign and Return
<input type="checkbox"/>	Mass HR Employee Self Service Instructions	Informational – Do Not Return
	Certification(s): for office use only	Expiration Date:
1.		
2.		
3.		
4.		

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions, Contractor Certifications and Commonwealth Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Municipal Police Training Committee MMARS Department Code: CJT	
Legal Address: (W-9, W-4):		Business Mailing Address: 6 Adams Street, Randolph MA 02368	
Contract Manager:	Phone:	Billing Address (if different):	
E-Mail:	Fax:	Contract Manager: Kris Gottlander-Gentile	Phone: 781-437-0305
Contractor Vendor Code: VC		E-Mail: Kris.Gottlander@state.ma.us	Fax: 781-963-0235
Vendor Code Address ID (e.g. "AD001"): AD____ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
_____ X _____ NEW CONTRACT		_____ CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input checked="" type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____ Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) \$50/hr <input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ _____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____ % PPD; Payment issued within 15 days ____ % PPD; Payment issued within 20 days ____ % PPD; Payment issued within 30 days ____ % PPD. If PPD percentages are left blank, identify reason: ____ agree to standard 45 day cycle ____ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ____ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Instructor services (July 1, 2019-July 30, 2022) providing all certifications are up to date and applicable, and instructor is in good standing with the MPTC. MPTC staff reserves the right to terminate this contract anytime between the referenced contract dates.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2022</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Robert J. Ferullo Print Title: <u>Interim Executive Director</u>	



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.

2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. c. 29, § 26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. c. 7A, § 3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. **Contractor Payment Mechanism.** All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen

public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. **Confidentiality.** The Contractor shall comply with M.G.L. c. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems.

7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. c. 106, § 9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability,



COMMONWEALTH TERMS AND CONDITIONS

handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-

owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law; provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.



Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 10/31/2022

► **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name (Family Name)		First Name (Given Name)		Middle Initial	Other Last Names Used (if any)	
Address (Street Number and Name)			Apt. Number	City or Town		State ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number [][] - [][] - [][][][]		Employee's E-mail Address		Employee's Telephone Number	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

<input type="checkbox"/> 1. A citizen of the United States	
<input type="checkbox"/> 2. A noncitizen national of the United States <i>(See instructions)</i>	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. <i>(See instructions)</i>	
<p><i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i></p> <p>1. Alien Registration Number/USCIS Number: _____ OR 2. Form I-94 Admission Number: _____ OR 3. Foreign Passport Number: _____ Country of Issuance: _____</p>	
QR Code - Section 1 Do Not Write In This Space	

Signature of Employee	Today's Date (mm/dd/yyyy)
-----------------------	---------------------------

Preparer and/or Translator Certification (check one):

☐ I did not use a preparer or translator. ☐ A preparer(s) and/or translator(s) assisted the employee in completing Section 1.
(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State ZIP Code



Employer Completes Next Page





Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 10/31/2022

Section 2. Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")

Employee Info from Section 1	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
-------------------------------------	-------------------------	-------------------------	------	--------------------------------

List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)
Document Title		<div>Additional Information</div> <div>QR Code - Sections 2 & 3 Do Not Write In This Space</div>		
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				

Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): _____ **(See instructions for exemptions)**

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative	
Last Name of Employer or Authorized Representative	First Name of Employer or Authorized Representative	Employer's Business or Organization Name	
Employer's Business or Organization Address (Street Number and Name)		City or Town	State ZIP Code

Section 3. Reverification and Rehires *(To be completed and signed by employer or authorized representative.)*

A. New Name (if applicable)			B. Date of Rehire (if applicable)
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)

C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
----------------	-----------------	---------------------------------------

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
--	---------------------------	---

LISTS OF ACCEPTABLE DOCUMENTS

All documents must be UNEXPIRED

Employees may present one selection from List A
or a combination of one selection from List B and one selection from List C.

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
<ol style="list-style-type: none"> 1. U.S. Passport or U.S. Passport Card 2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551) 3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa 4. Employment Authorization Document that contains a photograph (Form I-766) 5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: <ol style="list-style-type: none"> a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: <ol style="list-style-type: none"> (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form. 6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI 		<ol style="list-style-type: none"> 1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 3. School ID card with a photograph 4. Voter's registration card 5. U.S. Military card or draft record 6. Military dependent's ID card 7. U.S. Coast Guard Merchant Mariner Card 8. Native American tribal document 9. Driver's license issued by a Canadian government authority For persons under age 18 who are unable to present a document listed above: 10. School record or report card 11. Clinic, doctor, or hospital record 12. Day-care or nursery school record 		<ol style="list-style-type: none"> 1. A Social Security Account Number card, unless the card includes one of the following restrictions: <ol style="list-style-type: none"> (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION 2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240) 3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal 4. Native American tribal document 5. U.S. Citizen ID Card (Form I-197) 6. Identification Card for Use of Resident Citizen in the United States (Form I-179) 7. Employment authorization document issued by the Department of Homeland Security

Examples of many of these documents appear in the Handbook for Employers (M-274).

Refer to the instructions for more information about acceptable receipts.

PAYROLL AUTHORIZATION FOR DIRECT DEPOSIT INTO EMPLOYEE'S ACCOUNT/ACCOUNTS TREASURER AND RECEIVER GENERAL

SECTION 1: Employee Information

Employee Name: _____ Employee I.D.: _____ Department: _____

SECTION 2: Direct Deposit Information (fill in as necessary)

Instructions: Direct deposits are distributed to accounts in order of the priority starting with priority '1'. The total of the percentages cannot exceed 100%. Designate one (and only one) account to receive any excess funds left over after all direct deposits are processed. Check 'Partial Allowed?' to allow the direct deposit amount to be less than the amount entered in the 'Amount' or 'Percent of Net Pay' fields.

If you are adding a new account, please list this along with all existing accounts in the order of priority.

Priority	Amount	Percent of Net Pay	Excess (check 1)	Partial Allowed?	*Transit #	Account #	Checking or Savings?	Leave Alone	New	Change	Delete
1	\$ _____	or _____ %	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	\$ _____	or _____ %	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	\$ _____	or _____ %	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	\$ _____	or _____ %	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	\$ _____	or _____ %	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	\$ _____	or _____ %	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	\$ _____	or _____ %	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	\$ _____	or _____ %	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	\$ _____	or _____ %	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	\$ _____	or _____ %	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION 3: Sign and Return to Your Payroll Coordinator

- I choose to receive my bi-weekly payroll advice through the HR/CMS Payroll and Compensation – View Paycheck <http://www.mass.gov/masshr> and/or the Commonwealth PayInfo website <https://payinfo.state.ma.us/payinfo/Login.asp> (both available 24 hours). No bi-weekly paper copy will be issued to me by my employer
- ☐ Check box if any of the above direct deposits go directly to a foreign bank or if the entire amount is forwarded from a domestic bank to a foreign bank
- I hereby authorize my employer, through the State Treasurer, to deposit my net pay and additional distributions, if any, to the financial institution(s) listed above. My employer, through the State Treasurer, is also authorized to debit any over-deposit or error, which it has caused to be made to my account. The State Treasurer or the employee may amend this authorization any time through HR/CMS self-service time and attendance or with proper notice to the Personnel/Payroll Office. In the absence of bank documentation, my signature certifies the Transit #(s) and Account #(s) indication above are correct as shown.

Employee Signature: _____ Date: _____ Employee Work Phone: _____

Changes made after the second Wednesday of the pay period may result in a paper check being issued for the affected portion of your wages for that 1 pay period.

* **NOTE:** to find the transit number, contact your financial institution for help. Transit # is always 9 digits (all numeric) in length.

Employee's Withholding Certificate

OMB No. 1545-0074

- **Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.**
 ► **Give Form W-4 to your employer.**
 ► **Your withholding is subject to review by the IRS.**

2020

Step 1: Enter Personal Information	(a) First name and middle initial	Last name	(b) Social security number
	Address		► Does your name match the name on your social security card? If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to www.ssa.gov .
	City or town, state, and ZIP code		
	(c) <input type="checkbox"/> Single or Married filing separately <input type="checkbox"/> Married filing jointly (or Qualifying widow(er)) <input type="checkbox"/> Head of household (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.)		

Complete Steps 2–4 ONLY if they apply to you; otherwise, skip to Step 5. See page 2 for more information on each step, who can claim exemption from withholding, when to use the online estimator, and privacy.

Step 2:
Multiple Jobs or Spouse Works

Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs.

Do **only one** of the following.

(a) Use the estimator at www.irs.gov/W4App for most accurate withholding for this step (and Steps 3–4); or

(b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below for roughly accurate withholding; or

(c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld ► ☐

TIP: To be accurate, submit a 2020 Form W-4 for all other jobs. If you (or your spouse) have self-employment income, including as an independent contractor, use the estimator.

Complete Steps 3–4(b) on Form W-4 for only ONE of these jobs. Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3–4(b) on the Form W-4 for the highest paying job.)

Step 3: Claim Dependents	If your income will be \$200,000 or less (\$400,000 or less if married filing jointly):		
	Multiply the number of qualifying children under age 17 by \$2,000 ► \$		
	Multiply the number of other dependents by \$500 ► \$		
	Add the amounts above and enter the total here	3	\$
Step 4 (optional): Other Adjustments	(a) Other income (not from jobs). If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income	4(a)	\$
	(b) Deductions. If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here	4(b)	\$
	(c) Extra withholding. Enter any additional tax you want withheld each pay period	4(c)	\$

Step 5: Sign Here	Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete.		
	► Employee's signature (This form is not valid unless you sign it.)		► Date
Employers Only	Employer's name and address	First date of employment	Employer identification number (EIN)

General Instructions

Future Developments

For the latest information about developments related to Form W-4, such as legislation enacted after it was published, go to www.irs.gov/FormW4.

Purpose of Form

Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. If too little is withheld, you will generally owe tax when you file your tax return and may owe a penalty. If too much is withheld, you will generally be due a refund. Complete a new Form W-4 when changes to your personal or financial situation would change the entries on the form. For more information on withholding and when you must furnish a new Form W-4, see Pub. 505.

Exemption from withholding. You may claim exemption from withholding for 2020 if you meet both of the following conditions: you had no federal income tax liability in 2019 and you expect to have no federal income tax liability in 2020. You had no federal income tax liability in 2019 if (1) your total tax on line 16 on your 2019 Form 1040 or 1040-SR is zero (or less than the sum of lines 18a, 18b, and 18c), or (2) you were not required to file a return because your income was below the filing threshold for your correct filing status. If you claim exemption, you will have no income tax withheld from your paycheck and may owe taxes and penalties when you file your 2020 tax return. To claim exemption from withholding, certify that you meet both of the conditions above by writing "Exempt" on Form W-4 in the space below Step 4(c). Then, complete Steps 1(a), 1(b), and 5. Do not complete any other steps. You will need to submit a new Form W-4 by February 16, 2021.

Your privacy. If you prefer to limit information provided in Steps 2 through 4, use the online estimator, which will also increase accuracy.

As an alternative to the estimator: if you have concerns with Step 2(c), you may choose Step 2(b); if you have concerns with Step 4(a), you may enter an additional amount you want withheld per pay period in Step 4(c). If this is the only job in your household, you may instead check the box in Step 2(c), which will increase your withholding and significantly reduce your paycheck (often by thousands of dollars over the year).

When to use the estimator. Consider using the estimator at www.irs.gov/W4App if you:

1. Expect to work only part of the year;
2. Have dividend or capital gain income, or are subject to additional taxes, such as the additional Medicare tax;
3. Have self-employment income (see below); or
4. Prefer the most accurate withholding for multiple job situations.

Self-employment. Generally, you will owe both income and self-employment taxes on any self-employment income you receive separate from the wages you receive as an employee. If you want to pay these taxes through withholding from your wages, use the estimator at www.irs.gov/W4App to figure the amount to have withheld.

Nonresident alien. If you're a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Specific Instructions

Step 1(c). Check your anticipated filing status. This will determine the standard deduction and tax rates used to compute your withholding.

Step 2. Use this step if you (1) have more than one job at the same time, or (2) are married filing jointly and you and your spouse both work.

Option (a) most accurately calculates the additional tax you need to have withheld, while option (b) does so with a little less accuracy.

If you (and your spouse) have a total of only two jobs, you may instead check the box in option (c). The box must also be checked on the Form W-4 for the other job. If the box is checked, the standard deduction and tax brackets will be cut in half for each job to calculate withholding. This option is roughly accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld, and this extra amount will be larger the greater the difference in pay is between the two jobs.



Multiple jobs. Complete Steps 3 through 4(b) on only one Form W-4. Withholding will be most accurate if you do this on the Form W-4 for the highest paying job.

Step 3. Step 3 of Form W-4 provides instructions for determining the amount of the child tax credit and the credit for other dependents that you may be able to claim when you file your tax return. To qualify for the child tax credit, the child must be under age 17 as of December 31, must be your dependent who generally lives with you for more than half the year, and must have the required social security number. You may be able to claim a credit for other dependents for whom a child tax credit can't be claimed, such as an older child or a qualifying relative. For additional eligibility requirements for these credits, see Pub. 972, Child Tax Credit and Credit for Other Dependents. You can also include **other tax credits** in this step, such as education tax credits and the foreign tax credit. To do so, add an estimate of the amount for the year to your credits for dependents and enter the total amount in Step 3. Including these credits will increase your paycheck and reduce the amount of any refund you may receive when you file your tax return.

Step 4 (optional).

Step 4(a). Enter in this step the total of your other estimated income for the year, if any. You shouldn't include income from any jobs or self-employment. If you complete Step 4(a), you likely won't have to make estimated tax payments for that income. If you prefer to pay estimated tax rather than having tax on other income withheld from your paycheck, see Form 1040-ES, Estimated Tax for Individuals.

Step 4(b). Enter in this step the amount from the Deductions Worksheet, line 5, if you expect to claim deductions other than the basic standard deduction on your 2020 tax return and want to reduce your withholding to account for these deductions. This includes both itemized deductions and other deductions such as for student loan interest and IRAs.

Step 4(c). Enter in this step any additional tax you want withheld from your pay **each pay period**, including any amounts from the Multiple Jobs Worksheet, line 4. Entering an amount here will reduce your paycheck and will either increase your refund or reduce any amount of tax that you owe.

Step 2(b)—Multiple Jobs Worksheet (Keep for your records.)

If you choose the option in Step 2(b) on Form W-4, complete this worksheet (which calculates the total extra tax for all jobs) on **only ONE** Form W-4. Withholding will be most accurate if you complete the worksheet and enter the result on the Form W-4 for the highest paying job.

Note: If more than one job has annual wages of more than \$120,000 or there are more than three jobs, see Pub. 505 for additional tables; or, you can use the online withholding estimator at www.irs.gov/W4App.

- 1 Two jobs.** If you have two jobs or you're married filing jointly and you and your spouse each have one job, find the amount from the appropriate table on page 4. Using the "Higher Paying Job" row and the "Lower Paying Job" column, find the value at the intersection of the two household salaries and enter that value on line 1. Then, skip to line 3 **1** \$ _____
- 2 Three jobs.** If you and/or your spouse have three jobs at the same time, complete lines 2a, 2b, and 2c below. Otherwise, skip to line 3.
 - a** Find the amount from the appropriate table on page 4 using the annual wages from the highest paying job in the "Higher Paying Job" row and the annual wages for your next highest paying job in the "Lower Paying Job" column. Find the value at the intersection of the two household salaries and enter that value on line 2a **2a** \$ _____
 - b** Add the annual wages of the two highest paying jobs from line 2a together and use the total as the wages in the "Higher Paying Job" row and use the annual wages for your third job in the "Lower Paying Job" column to find the amount from the appropriate table on page 4 and enter this amount on line 2b **2b** \$ _____
 - c** Add the amounts from lines 2a and 2b and enter the result on line 2c **2c** \$ _____
- 3** Enter the number of pay periods per year for the highest paying job. For example, if that job pays weekly, enter 52; if it pays every other week, enter 26; if it pays monthly, enter 12, etc. **3** _____
- 4** Divide the annual amount on line 1 or line 2c by the number of pay periods on line 3. Enter this amount here and in **Step 4(c)** of Form W-4 for the highest paying job (along with any other additional amount you want withheld) **4** \$ _____

Step 4(b)—Deductions Worksheet (Keep for your records.)

- 1** Enter an estimate of your 2020 itemized deductions (from Schedule A (Form 1040 or 1040-SR)). Such deductions may include qualifying home mortgage interest, charitable contributions, state and local taxes (up to \$10,000), and medical expenses in excess of 7.5% of your income **1** \$ _____
- 2** Enter:

<ul style="list-style-type: none"> • \$24,800 if you're married filing jointly or qualifying widow(er) • \$18,650 if you're head of household • \$12,400 if you're single or married filing separately 	}
---	---	-----------

2 \$ _____
- 3** If line 1 is greater than line 2, subtract line 2 from line 1. If line 2 is greater than line 1, enter "-0-" **3** \$ _____
- 4** Enter an estimate of your student loan interest, deductible IRA contributions, and certain other adjustments (from Part II of Schedule 1 (Form 1040 or 1040-SR)). See Pub. 505 for more information **4** \$ _____
- 5** Add lines 3 and 4. Enter the result here and in **Step 4(b)** of Form W-4 **5** \$ _____

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person with no other entries on the form; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

Married Filing Jointly or Qualifying Widow(er)

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$0	\$220	\$850	\$900	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,210	\$1,870	\$1,870
\$10,000 - 19,999	220	1,220	1,900	2,100	2,220	2,220	2,220	2,220	2,410	3,410	4,070	4,070
\$20,000 - 29,999	850	1,900	2,730	2,930	3,050	3,050	3,050	3,240	4,240	5,240	5,900	5,900
\$30,000 - 39,999	900	2,100	2,930	3,130	3,250	3,250	3,440	4,440	5,440	6,440	7,100	7,100
\$40,000 - 49,999	1,020	2,220	3,050	3,250	3,370	3,570	4,570	5,570	6,570	7,570	8,220	8,220
\$50,000 - 59,999	1,020	2,220	3,050	3,250	3,570	4,570	5,570	6,570	7,570	8,570	9,220	9,220
\$60,000 - 69,999	1,020	2,220	3,050	3,440	4,570	5,570	6,570	7,570	8,570	9,570	10,220	10,220
\$70,000 - 79,999	1,020	2,220	3,240	4,440	5,570	6,570	7,570	8,570	9,570	10,570	11,220	11,240
\$80,000 - 99,999	1,060	3,260	5,090	6,290	7,420	8,420	9,420	10,420	11,420	12,420	13,260	13,460
\$100,000 - 149,999	1,870	4,070	5,900	7,100	8,220	9,320	10,520	11,720	12,920	14,120	14,980	15,180
\$150,000 - 239,999	2,040	4,440	6,470	7,870	9,190	10,390	11,590	12,790	13,990	15,190	16,050	16,250
\$240,000 - 259,999	2,040	4,440	6,470	7,870	9,190	10,390	11,590	12,790	13,990	15,520	17,170	18,170
\$260,000 - 279,999	2,040	4,440	6,470	7,870	9,190	10,390	11,590	13,120	15,120	17,120	18,770	19,770
\$280,000 - 299,999	2,040	4,440	6,470	7,870	9,190	10,720	12,720	14,720	16,720	18,720	20,370	21,370
\$300,000 - 319,999	2,040	4,440	6,470	8,200	10,320	12,320	14,320	16,320	18,320	20,320	21,970	22,970
\$320,000 - 364,999	2,720	5,920	8,750	10,950	13,070	15,070	17,070	19,070	21,290	23,590	25,540	26,840
\$365,000 - 524,999	2,970	6,470	9,600	12,100	14,530	16,830	19,130	21,430	23,730	26,030	27,980	29,280
\$525,000 and over	3,140	6,840	10,170	12,870	15,500	18,000	20,500	23,000	25,500	28,000	30,150	31,650

Single or Married Filing Separately

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$460	\$940	\$1,020	\$1,020	\$1,470	\$1,870	\$1,870	\$1,870	\$1,870	\$2,040	\$2,040	\$2,040
\$10,000 - 19,999	940	1,530	1,610	2,060	3,060	3,460	3,460	3,460	3,640	3,830	3,830	3,830
\$20,000 - 29,999	1,020	1,610	2,130	3,130	4,130	4,540	4,540	4,720	4,920	5,110	5,110	5,110
\$30,000 - 39,999	1,020	2,060	3,130	4,130	5,130	5,540	5,720	5,920	6,120	6,310	6,310	6,310
\$40,000 - 59,999	1,870	3,460	4,540	5,540	6,690	7,290	7,490	7,690	7,890	8,080	8,080	8,080
\$60,000 - 79,999	1,870	3,460	4,690	5,890	7,090	7,690	7,890	8,090	8,290	8,480	9,260	10,060
\$80,000 - 99,999	2,020	3,810	5,090	6,290	7,490	8,090	8,290	8,490	9,470	10,460	11,260	12,060
\$100,000 - 124,999	2,040	3,830	5,110	6,310	7,510	8,430	9,430	10,430	11,430	12,420	13,520	14,620
\$125,000 - 149,999	2,040	3,830	5,110	7,030	9,030	10,430	11,430	12,580	13,880	15,170	16,270	17,370
\$150,000 - 174,999	2,360	4,950	7,030	9,030	11,030	12,730	14,030	15,330	16,630	17,920	19,020	20,120
\$175,000 - 199,999	2,720	5,310	7,540	9,840	12,140	13,840	15,140	16,440	17,740	19,030	20,130	21,230
\$200,000 - 249,999	2,970	5,860	8,240	10,540	12,840	14,540	15,840	17,140	18,440	19,730	20,830	21,930
\$250,000 - 399,999	2,970	5,860	8,240	10,540	12,840	14,540	15,840	17,140	18,440	19,730	20,830	21,930
\$400,000 - 449,999	2,970	5,860	8,240	10,540	12,840	14,540	15,840	17,140	18,450	19,940	21,240	22,540
\$450,000 and over	3,140	6,230	8,810	11,310	13,810	15,710	17,210	18,710	20,210	21,700	23,000	24,300

Head of Household

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$0	\$830	\$930	\$1,020	\$1,020	\$1,020	\$1,480	\$1,870	\$1,870	\$1,930	\$2,040	\$2,040
\$10,000 - 19,999	830	1,920	2,130	2,220	2,220	2,680	3,680	4,070	4,130	4,330	4,440	4,440
\$20,000 - 29,999	930	2,130	2,350	2,430	2,900	3,900	4,900	5,340	5,540	5,740	5,850	5,850
\$30,000 - 39,999	1,020	2,220	2,430	2,980	3,980	4,980	6,040	6,630	6,830	7,030	7,140	7,140
\$40,000 - 59,999	1,020	2,530	3,750	4,830	5,860	7,060	8,260	8,850	9,050	9,250	9,360	9,360
\$60,000 - 79,999	1,870	4,070	5,310	6,600	7,800	9,000	10,200	10,780	10,980	11,180	11,580	12,380
\$80,000 - 99,999	1,900	4,300	5,710	7,000	8,200	9,400	10,600	11,180	11,670	12,670	13,580	14,380
\$100,000 - 124,999	2,040	4,440	5,850	7,140	8,340	9,540	11,360	12,750	13,750	14,750	15,770	16,870
\$125,000 - 149,999	2,040	4,440	5,850	7,360	9,360	11,360	13,360	14,750	16,010	17,310	18,520	19,620
\$150,000 - 174,999	2,040	5,060	7,280	9,360	11,360	13,480	15,780	17,460	18,760	20,060	21,270	22,370
\$175,000 - 199,999	2,720	5,920	8,130	10,480	12,780	15,080	17,380	19,070	20,370	21,670	22,880	23,980
\$200,000 - 249,999	2,970	6,470	8,990	11,370	13,670	15,970	18,270	19,960	21,260	22,560	23,770	24,870
\$250,000 - 349,999	2,970	6,470	8,990	11,370	13,670	15,970	18,270	19,960	21,260	22,560	23,770	24,870
\$350,000 - 449,999	2,970	6,470	8,990	11,370	13,670	15,970	18,270	19,960	21,260	22,560	23,900	25,200
\$450,000 and over	3,140	6,840	9,560	12,140	14,640	17,140	19,640	21,530	23,030	24,530	25,940	27,240

FORM
M-4

MASSACHUSETTS EMPLOYEE'S WITHHOLDING EXEMPTION CERTIFICATE

Rev. 8/02



Print full name
Print home address

Social Security no.
City..... State..... Zip

Employee:

File this form or Form W-4 with your employer. Otherwise, Massachusetts Income Taxes will be withheld from your wages without exemptions.

Employer:

Keep this certificate with your records. If the employee is believed to have claimed excessive exemptions, the Massachusetts Department of Revenue should be so advised.

HOW TO CLAIM YOUR WITHHOLDING EXEMPTIONS

1. Your personal exemption. Write the figure "1." If you are age 65 or over or will be before next year, write "2"
2. If married and if exemption for spouse is allowed, write the figure "4." If your spouse is age 65 or over or will be before next year and if otherwise qualified, write "5." See Instruction C
3. Write the number of your qualified dependents. See Instruction D
4. Add the number of exemptions which you have claimed above and write the total
5. Additional withholding per pay period under agreement with employer \$
 - A. ☐ Check if you will file as head of household on your tax return.
 - B. ☐ Check if you are blind.
 - C. ☐ Check if spouse is blind and not subject to withholding.
 - D. ☐ Check if you are a full-time student engaged in seasonal, part-time or temporary employment whose estimated annual income will not exceed \$8,000.

EMPLOYER: DO NOT withhold if Box D is checked.

I certify that the number of withholding exemptions claimed on this certificate does not exceed the number to which I am entitled.

Date Signed

THIS FORM MAY BE REPRODUCED

THE COMMONWEALTH OF MASSACHUSETTS, DEPARTMENT OF REVENUE

A. Number. If you claim **more** than the correct number of exemptions, civil and criminal penalties may be imposed. You may claim a smaller number of exemptions. If you do not file a certificate, your employer must withhold on the basis of no exemptions.

If you expect to owe more income tax than will be withheld, you may either claim a smaller number of exemptions or enter into an agreement with your employer to have additional amounts withheld.

You should claim the total number of exemptions to which you are entitled to prevent excessive overwithholding, unless you have a significant amount of other income.

If you work for more than one employer at the same time, you must not claim any exemptions with employers other than your principal employer.

If you are married and if your spouse is subject to withholding, each may claim a personal exemption.

B. Changes. You may file a new certificate at any time if the number of exemptions **increases**. You **must** file a new certificate within 10 days if the number of exemptions previously claimed by you **decreases**. For example, if during the year your dependent son's income indicates that you will not provide over half of his support for the year, you must file a new certificate.

C. Spouse. If your spouse is not working or if she or he is working but not claiming the personal exemption or the age 65 or over exemption, generally you may claim those exemptions in line 2. However, if you are planning to file separate annual tax returns, you should not claim withholding exemptions for your spouse or for any dependents that will not be claimed on your annual tax return.

If claiming a wife or husband, write "4" in line 2. Using "4" is the withholding system adjustment for the \$3,850 exemption for a spouse.

D. Dependent(s). You may claim an exemption in line 3 for each individual who qualifies as a dependent under the Federal Income Tax Law. In addition, if one or more of your dependents will be under age 12 at year end, add "1" to your dependents total for line 3.

You are not allowed to claim "federal withholding deductions and adjustments" under the Massachusetts withholding system.

If you have income not subject to withholding, you are urged to have additional amounts withheld to cover your tax liability on such income. See line 5.

IF YOU CLAIM THE SAME NUMBER OF EXEMPTIONS FOR MASSACHUSETTS AND U.S. INCOME TAXES, COMPLETE U.S. FORM W-4 ONLY.



**COMMONWEALTH OF MASSACHUSETTS
HUMAN RESOURCES DIVISION
CONTRACT EMPLOYEE DISCLOSURE FORM**

IMPORTANT

- | | |
|--|---|
| 1. Type or print clearly in black or blue ink. | 3. Read certification and release carefully before signing. |
| 2. Answer every question fully and accurately. | 4. Return completed application. |

PERSONAL INFORMATION

Name (First) (Middle) (Last) <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Miss	Home Telephone Number
Mailing Address (Street) (City) (State) Zip(Postal) Code	Business or Message Phone:
Home Address (if different from mailing address) (Street) (City) (State) Zip(Postal) Code	E-Mail Address:

CONTRACT EMPLOYMENT

POSITION APPLIED FOR:	Agency:
-----------------------	---------

IMMEDIATE FAMILY WORKING IN MASSACHUSETTS STATE GOVERNMENT

Per Executive Order 444, please disclose any immediate family members, including those related to your immediate family by marriage, who are employed by the Commonwealth of Massachusetts. You are required to complete the information below. "Immediate family" is defined as a spouse, child, parent, and sibling; and the spouse's child, parent and sibling. Include those employed in all branches of state government: judicial, legislative, executive, higher education and state authorities; and those employed as regular or contract employees, or elected officials. This "sunshine disclosure" is intended to ensure that the citizens of our Commonwealth have full confidence in their government and its hiring process. The disclosure will not be used to exclude any qualified applicant seeking a position within the Executive Branch from receiving full consideration based on the merits of his/her credentials and the requirements of the job. Attach additional pages if needed.

Name of Relative	Relationship	Title of Relative's Job	State Agency

Signature of Applicant

Date

Municipal Police Training Committee

Instructor Policies & Procedures



I understand by accepting a teaching assignment that I am responsible to uphold the Commonwealth of Massachusetts and Municipal Police Training Committee instructor standards outlined below.

Official Endorsement of Primary Employment:

1. Instructors teaching for the MPTC shall be in good standing with their agency. The Chief Executive Officer is required to verify this good standing as part of the Instructor Certification Application. Instructors who are not in good standing are prohibited from teaching for the MPTC.

Executive Order 504:

1. Paper and electronic records containing personal information that can be readily used to identify a particular individual as defined in M.G.L. 93H and personal data that can be readily associated with a particular individual as defined under the Fair Information Practices Act (FIPA) must be secured by all maximum feasible measures.
2. Instructors must ensure that all student officer personal information remains confidential and secure, including when they are on breaks or at lunch or step out of the classroom for periods of time.
3. The security and care of this information applies to files, rosters, etc. that are removed from the training site by the instructor.

Attire:

1. To insure the uniform and professional appearance of the Municipal Police Training Committee (MPTC) instructors, the MPTC puts forth the following standards that will apply to all instructors, including contract and volunteer.
 - a. For classroom – only presentations, when no practical skills other than role-play exercises are involved, the following dress requirements apply:
 - i. Men are required to wear courtroom attire, including a collared shirt with a tie, dress pant neatly pressed (which may include cotton khaki), and dress shoes. Sandals are not permitted.

- ii. Women are required to wear courtroom attire, such as a pant suit, dress, or a skirt with blouse, including dress shoes. Shoes may be open-toed or professional-looking sandals.
 - iii. In all cases, instructors may wear the department uniform.
 - iv. Hats and sunglasses are not allowed in the classroom.
 - v. Jewelry and other accessories shall be modest, conservative, and professional.
 - vi. Casual open-collared shirts, short pants, denim pants, and sneakers are not allowed.
- b. For practical skills classes, including Defensive Tactics, Firearms, and CPR/First Responder, the following dress requirements apply for both men and women:
 - i. Pants must be BDU – type, black, navy or tan in color. Camouflage designs are not allowed.
 - ii. Shirts shall be a knit three-button, open-collared golf style or a buttoned, non-camouflage tactical shirt, such as a 5.11 tactical shirt.
 - iii. When more than one instructor is involved, they are to select a common color and style of shirt and pants for consistency of appearance; however, the style, color, and logo must be preapproved by the MPTC.
 - iv. Shoes must be soft-soled and dark in color. Both high and low tops are allowed. Sneakers or running shoes are not allowed.
 - v. In all cases, instructors may wear the department uniform.
- c. For Physical Fitness Training in a recruit class, the following requirements apply for both men and women:
 - i. All instructors, including staff instructors when participating in PT, must wear matching PT gear appropriate for the workout session and season. The style, color and logo will be preapproved by the MPTC.
 - ii. Stocking hats, gloves, and sunglasses are allowed at the discretion of the Academy Director, but must be consistent with requirements set forth for student officers.
- d. Exceptions to these standards must be approved by the Director of Training.

Instructor Attendance:

- a. Instructors are expected to arrive at their training site at least 30 minutes prior to the start time of their class to allow time to check in with the program coordinator, to make sure the classroom is arranged, and to test any presentation aids, such as laptop computers, projectors, and breath testing devices.
- b. Instructors are expected to be in their respective classroom and prepared to begin teaching, at least 5 minutes prior to the start time of their class and to start the class at the designated time unless otherwise directed by MPTC staff.
- c. All instructors are expected to cover all assigned material, making sure to completely cover all instructional objectives. Instructors will be paid for the actual time that they teach. If instructional objectives are completely covered more quickly than anticipated and all questions have been answered prior to the allotted time, instructors

may dismiss the class earlier with approval by the MPTC coordinator/academy director. However, in such cases, the instructor's pay voucher is to reflect the actual hours of instruction, rather than the scheduled hours. If not, their pay voucher will be adjusted accordingly.

- d. Instructors will provide breaks to student officers. These breaks will consist of no more than 15-minute breaks approximately every hour. When agreed upon by the instructor, the student officers, and the MPTC program coordinator/academy director, breaks can be skipped or adjusted to accommodate curriculum.
- e. Instructors will provide a lunch break to student officers. The amount of time of the lunch break will be no less than 30 minutes. Instructors will not be paid for lunch break.
- f. The practice of shorter breaks and/or lunch to complete training in a shorter period of time than scheduled is prohibited.
 - a. Exception to this rule is during inclement weather (delayed start/early closing), with coordinator/academy director's permission. Even then, a midday break is required.
- g. Instructors will remain in their classroom to make themselves accessible to the students for at least 15 minutes after the end of the training.
- h. In the event that an instructor is unable to teach a scheduled class, instructors must notify the coordinator/academy director as soon as possible. Instructors should keep in mind that classes often have overtime considerations for departments and their attendees so it is important to keep with the regularly scheduled classes. With Coordinator/Academy Director prior authorization, it is important to have a back up instructor if an emergency or illness were to arise.
- i. In the rare event that an instructor is running late they shall notify the coordinator or academy director, by necessity, as soon as possible by calling the training site they are scheduled to teach at. If the instructor is teaching with other instructors, they shall notify those instructors, out of courtesy, of their late arrival.

Classroom Decorum:

- a. Instructors will conduct themselves in a professional manner at all times.
- b. Instructors will instruct to the Municipal Police Training Committee approved material and lesson plans only.
 - a. Although all instructors are encouraged to utilize their personal experiences to enhance the lesson plan, any changes (additions or deletions) an instructor would like to make to an MPTC-approved lesson plan, must be submitted to and approved by the MPTC Programs and Standards prior to it being presented in a MPTC classroom.
 - b. All handouts must be approved by the MPTC staff prior to distribution to student officers.
- c. Instructors will respect and ensure student respect and care of MPTC equipment and property at all times.

- d. Profanity of any kind will not be tolerated in the classroom. While the nature of police training often involves the realism of street jargon, swearing and inappropriate language is prohibited.
- e. The use of tobacco products is prohibited in the training environment and in the presence of the students.
- f. Cell phones must be turned off when teaching in the classroom.
 - a. If expecting an emergency call, phone must be on vibrate.
- g. Under no circumstances will the MPTC tolerate a hostile, offensive, or harmful training environment. Instructors will conduct themselves in a behavior that is respectful of diversity and does not include horseplay, bias, sexual innuendo, or harassment of any type.
- h. Instructors will conduct themselves at all times in a manner consistent with the highest ethical standards. Dishonesty, untruthfulness, promoting personal business interests or discourtesy will not be tolerated.
- i. Recognizing that police training is inherently risky, classes will be conducted with a high level of safety and instructors will, to the best of their ability, do all they can to prevent injury and avoid physical, mental or emotional harm to all student officers in their classroom.
- j. Instructors are representatives of police agencies and the police profession and will conduct themselves in a manner that will bring credit to the profession. Standards of behavior will reflect taste, courtesy, consideration and respect for the rights and privileges of fellow instructors, academy staff and guests, and student officers.

Agency Policy of Zero Tolerance for Workplace Violence:

Policy Statement

Workplace violence undermines the integrity of the workplace and the personal safety of the individual employee. Therefore, the Commonwealth maintains a zero tolerance policy for workplace violence. Effective immediately, it is the policy of the Commonwealth that all of its employees work in an environment free from workplace violence.

Authority

Executive Order #442 establishes a zero tolerance policy for workplace violence and requires state agencies to promptly disseminate written copies of the policy to all employees. The Executive Order applies to individuals employed on a full time or part time basis by the Office of the Governor or any state agency under the Executive department.

The Human Resources Division (HRD) requests agencies adopt this policy, as written, in compliance with Executive Order #442. This policy does not prohibit agencies from continuing more stringent policies that may currently be in effect, such as those implemented by public safety agencies. This policy is not intended to replace or supersede agency or department policies relative to the lawful use of force.

Definition of Workplace Violence

For the purposes of this policy, "workplace" is defined as:

- Any Commonwealth owned or leased property;
- Any location where Commonwealth business is conducted;
- Commonwealth vehicles or private vehicles being used for Commonwealth business;
- In addition, workplace violence can occur at any location if the violence has resulted from an act or decision made during the course of conducting Commonwealth business.

Workplace violence includes but it not limited to the following:

- Physical assault and/or battery;
- Threats and/or acts of intimidation communicated by any means that cause an employee to be in fear of their own physical safety or that of a colleague;
- Disruptive or aggressive behavior that places a reasonable person in fear of physical harm and/or that causes a disruption of workplace productivity; and/or
- Property damage.

Violent behavior can include actions or communication in person, by letter or note, telephone, fax, or electronic mail. Incidents of workplace violence may be acted out individually or take place between employees, employees and clients/customers, employees and acquaintances/partners and employees and the general public.

Roles and Responsibilities:

HRD shall:

- Issue, update and advise agency personnel how to implement the statewide Workplace Violence Policy;
- Coordinate and deliver training to agency senior executive staff, managers, supervisors, and employees on the Commonwealth's policy and workplace violence awareness, using curriculum developed by HRD's Training and Development Group in coordination with the Executive Office of Public Safety;
- Disseminate informational materials for all employees, managers, and supervisors;
- Convene and conduct regular meetings of the HRD Critical Incident Workplace Safety Team comprised of senior managers representing HRD's Office of Employee Relations, Legal, Executive, Civil Service, and Training and Development Group to respond to individual agency requests for assistance in specific workplace violence cases; and
- Designate a workplace violence coordinator to support the implementation of Executive Order #442.

Agency Heads shall:

- Ensure that the Workplace Violence Policy is adopted and implemented;
- Ensure that each employee receives a copy of the Workplace Violence Policy;
- Foster a climate in which victims feel comfortable reporting incidents of workplace violence;
- Contact HRD's Training and Development Group to arrange workplace violence awareness training targeting senior executive staff, managers, and supervisors and subsequently to all employees within the agency;
- Strongly encourage employees to report workplace violence behavior to the appropriate supervisors/managers;
- Ensure that managers appropriately document and swiftly investigate reports of workplace violence;

- When necessary, notify state/and or local police in response to serious incidents of workplace violence;
- Establish a Safety Incidence Team comprised of senior executive staff representing agency human resources, labor relations, security, training, and legal to devise and review policies, procedures and safety protocols, and to ensure consistent, coordinated responses to acts of workplace violence;
- Ensure written workplace protection plans are devised for employees who are victims of workplace violence; and implement any necessary workplace safety protocols designed to further protect employees from harm; and
- Provide the names of the designated workplace violence coordinator and the names of members of the safety incidence team to the Personnel Administrator.

Employees shall:

- Ensure that they do not participate in any form of workplace violence
- Cooperate in the investigation of alleged workplace violence; and
- Report behavior in the workplace they believe to be workplace violence to their supervisor, or the police when appropriate.

Procedures for Investigation and Disciplining Perpetrator

As stated above, the Commonwealth maintains a zero tolerance policy for workplace violence. All agencies are mandated to take all instances of workplace violence seriously. The following are guidelines for disciplining perpetrators:

- All agencies shall immediately report incidents of workplace violence that include physical assault and/or battery, and/or threats to do physical harm, to the appropriate law enforcement authorities;
- All investigations of workplace violence will be conducted in a manner that is sensitive to the safety concerns and privacy of the victim(s), the perpetrator, and all witnesses.
- Agencies must follow existing provisions in the collective bargaining agreements when disciplining perpetrators;
- Acts of workplace violence are among the most serious forms of misconduct and may result in discipline commensurate with the severity of the misconduct, including, but not limited to:
 - An oral reprimand;
 - A written reprimand to be placed in the perpetrator's personnel file;
 - Loss of accrued vacation time (where not prohibited by statute, regulation or collective bargaining agreement);
 - Suspension, demotion, or termination, or;
 - Any combination of the above.
- In the interim, between a charge and the final disposition of a workplace violence case, agency heads may take action to address employees' safety concerns. Depending on the severity of the charge, such action may include placing the alleged perpetrator on leave with or without pay.
- In addition to the measures mentioned above, disciplinary measures may include the successful completion of counseling, anger management education or other equivalent programs.

Sexual Assault and Domestic Violence Agency Policy:

Policy

The Commonwealth has a zero-tolerance policy for sexual assault, domestic violence, and stalking occurring within or outside the workplace. Effective immediately, it is the policy of the Commonwealth that all employees work in an environment free from all forms of sexual assault and domestic violence. Sexual assault and domestic violence undermine the integrity of the work place and the personal safety of the individual.

Authority

Executive Order 491 establishes a zero tolerance policy for sexual assault, domestic violence **and stalking and requires state agencies to issue written policies and to provide copies of the policy** to all employees. The Executive Order applies to all individuals employed on a full-time or part-time basis by the Office of the Governor or any state agency under the Executive Department.

The Human Resources Division (HRD) is requesting agencies adopt this policy as written in order to comply with the Executive Order. This policy does not prevent agencies from adopting more stringent policies or continuing more stringent policies currently in effect, such as those implemented by public safety agencies.

Definition of Domestic Violence

Chapter 209A of the Massachusetts General Laws defines domestic violence as a form of abuse among family or household members, which includes those individuals who are or have been involved in a substantive dating relationship. Abuse is defined as the occurrence of one or more of the following acts between family or household members:

- attempting to cause or causing physical harm; or
- placing another in fear of imminent serious physical harm; or
- causing another to engage involuntarily in sexual relations by force, threat of force, or duress.

Family or household members are persons who:

- are or were married to one another;
- are or were residing together in the same household;
- are or were related by blood or marriage;
- have a child in common regardless of whether they have ever married or lived together; or
- are or have been in a substantive dating or engagement relationship.

Chapter 209A provides a victim protection from an abuser through the issuance of a restraining order. Such an order may order the abuser to refrain from abuse, to vacate the home, to comply with temporary custody and support orders, and/or to have no contact with the victim at all times. Although Chapter 209A orders are civil in nature, violations of certain provisions are criminal in nature for which arrest is mandatory.

For the purposes of initiating disciplinary action against an employee accused of abuse, there must be a judicial finding of probable cause that the employee committed an act of abuse against a family or household member. The employer may require an employee who is an abuser to accept reassignment to a different geographic location, if the employer determines that such reassignment will help better ensure the safety of the victim or others in the workplace. While maintaining confidentiality to the extent practicable, agencies are encouraged to consult with

appropriate legal staff, human resource/labor relations directors and/or domestic violence professionals for guidance in these matters.

Definition of Sexual Assault and Stalking

“Sexual assault” includes any action causing another to engage in sexual relations by force, threat, or duress in violation of Chapter 209A or chapter 265 of the General Laws, or any other applicable law of the Commonwealth.

“Stalking” includes any pattern or series of acts, conduct or threats causing or intended to cause alarm or fear in violation of chapter 209A or chapter 265 of the General Laws, or any other applicable law of the Commonwealth.

The Commonwealth’s view of sexual assault, domestic violence, and stalking reflects, but is not limited to, the following considerations:

- A man as well as a woman may be the victim of sexual assault, domestic violence, or stalking, and a woman as well as a man may be the abuser.
- The victim does not have to be the opposite sex from the abuser.

Roles and Responsibilities:

The Human Resources Division shall:

- Issue and update the statewide policy addressing sexual assault and stalking to all Agency Heads, Cabinet Secretaries, Human Resource Directors, and other designated Employers;
- Assist agency personnel in how to effectively implement the statewide Sexual Assault and Domestic Violence Policy;
- Through the Director of Domestic and Workplace Violence Prevention, provide and/or approve training curriculum and delivery initiatives developed by the Human Resources Division in conjunction with the Executive Office of Public Safety and Security to agencies on the Commonwealth’s policy and domestic violence and sexual assault awareness;
- Disseminate informational materials for all employees, managers and supervisors.

Employers shall:

- Ensure that the policy of Zero Tolerance for Sexual Assault and Domestic Violence is adopted and implemented;
- Review their existing personnel policies and procedures and to revise them as necessary to ensure they are responsive to the needs of victims;
- Forward a copy of their department policy to the Director of Domestic and Workplace Violence Prevention within the Human Resources Division;
- Designate an employee to coordinate the policy dissemination, training, and benefits provided through this policy.
- Ensure that each employee receives:
- A copy of the Commonwealth’s policy and Executive Order No. 491.
- Notification of any changes to the policy as soon as administratively possible.
- Foster a climate in which victims can be comfortable disclosing abuse, including posting resource information where victims and abusers can go for assistance;
- Strongly encourage employees to report behavior which occurs in the workplace which they believe to be domestic violence, sexual assault or stalking;
- When appropriate, ensure written workplace safety plans are completed in response to reports of domestic violence, sexual assault, and stalking;

- When appropriate, while maintaining confidentiality to the extent practicable, work with victims in consultation with agency domestic violence coordinator(s), HR personnel, and/or Legal Counsel in addressing workplace safety and security plans that may impact victims and/or co-workers.
- Determine the nature of disciplinary action to be taken against employee abusers;
- After receiving approval from the Director of Workplace Violence Prevention, implement the Domestic Violence and Sexual Assault in the Workplace Prevention Training curriculum and delivery program developed by the Human Resources in coordination with the Executive Office of Public Safety.
- Respect the privacy of victims and preserve confidentiality at all times, to the extent possible, in dealing with situations involving sexual assault, domestic violence or stalking;
- When notified of a restraining order in effect, utilize all reasonable efforts to address the employee's concerns about safety and report any workplace violations of such order to the police.

Employees shall:

- Ensure that they do not participate in any form of domestic violence, sexual assault, or stalking either within or outside the workplace;
- Cooperate in the investigation of alleged domestic violence, sexual assault, and stalking by providing information they possess concerning such matters;
- Report behavior in the workplace which they believe to be sexual assault, domestic violence, or stalking to their supervisor, or the police when appropriate.

Protection to domestic violence, sexual assault, and stalking victims

The Commonwealth recognizes that victims of domestic violence, sexual assault, and stalking may suffer from physical, mental, emotional, and sexual abuse. In an effort to afford victims of domestic violence, sexual assault, and stalking the ability to protect themselves and their families, and to ensure the safety of all employees, the Commonwealth has established the following policies:

- An employee who is a victim of domestic violence, sexual assault or stalking or whose children are victims and the employee is not the abuser shall be entitled to up to fifteen (15) days of paid leave per calendar year for the purposes of counseling, obtaining medical treatment, attending legal proceedings, or carrying out other necessary activities resulting from domestic violence, sexual assault, or stalking.
- The fifteen (15) days of paid leave will not be charged to sick, vacation or personal leave accrual. Agencies should use time reporting code LWP "Leave with Pay" and to preserve confidentiality avoid entering any comments about this leave in HR/CMS time and attendance as comments can be found in the Information Warehouse)
- An employee who is a victim of sexual assault, domestic violence, or stalking and/or whose children are victims and the employee is not the abuser may be granted up to six (6) months of unpaid leave, where the employee requests such leave as a result of domestic violence, sexual assault or stalking. Leave accruals and insurance benefits shall be handled in the same way as is done for any other type of leave without pay. Upon the employee's return from leave, the agency shall restore the employee to the same position or to an equivalent position, with equivalent employment benefits, pay, and other terms and conditions of employment, provided that the employee has not been displaced from his/her position in the interim due to a reduction in force.

- Due to the emergency nature of leave requests, the employee may not be able to provide such documentation. However, when appropriate, agencies may request the following documentation:
 - A judicial finding of domestic violence, such as a 209A restraining order or pending criminal charges;
 - Signed letter from a district attorney's office, police department, or district, probate, or superior court;
- Signed affidavits from third parties having knowledge of the abuse.
- To the extent possible, all documentation submitted shall be kept in a secure and confidential manner so as to respect the employee's right to privacy. An employee may opt to have their name and job data withheld from being released to any parties as a result of a freedom of information act request (see Payroll Public Records Exemption Memo and Form)
- A victim of domestic violence, sexual assault, or stalking is strongly encouraged to notify his or her agency of the existence of a restraining order protecting the employee. Upon such notification, the agency shall make all reasonable efforts to enforce the restraining order in the workplace. Such efforts may include:
 - Notifying security personnel of the identity of the person against whom the order is issued (defendant);
 - Providing security personnel with a photograph or other identifying information, such as motor vehicle information;
- After notifying the employee, having the employee's calls screened;
- Moving the employee's workstation away from an unsecured entrance.
- If an agency becomes aware that an active restraining order protects an employee, the agency may offer that employee a reassignment to a different geographical location. Where the victim has requested reassignment, the agency shall give the request top priority.
- Agencies shall immediately notify the police if a violation of a restraining order occurs at the workplace.
- Agencies should provide the attached list of "domestic violence, sexual assault assistance programs", including the state-wide *Safe-Link Hotline emergency hotline number* to employees who are victims of domestic violence, sexual assault and/or stalking to assist them in finding available services.

Procedures for Investigating and Disciplining Abusers

All agencies are mandated to take all instances of sexual assault, domestic violence, and stalking seriously. The following are guidelines for disciplining abusers:

- All agencies shall immediately report any incident of domestic violence, sexual assault or stalking that occurs in the workplace, including violation of 209A restraining orders, to the appropriate law enforcement authorities.
- Agencies must follow existing provisions in the collective bargaining agreements when disciplining abusers.
- Agencies are encouraged to consult with appropriate legal staff, human resource/labor relations directors and or domestic violence professionals for guidance in these matters.
- All investigations of domestic violence, sexual assault, or stalking policy violations within the workplace will be conducted in a manner to protect the confidentiality of the victim, the alleged abuser and all witnesses. All parties involved in the proceedings will be advised to maintain strict confidentiality.
- Acts of domestic violence, sexual assault, or stalking, regardless of where they occur, will not be tolerated and may result in discipline, including, but not limited to:

- An oral warning or reprimand;
- A written warning or reprimand to be placed in a personnel file;
- Required completion of a certified batterer intervention program;
- Suspension or termination; or
- Any combination of the above.
- Incidents of domestic violence, sexual assault, or stalking resulting in the conviction of a felony within the past five years, may be used as a factor in hiring determinations.
- As with all other such actions, disciplinary actions taken against abusers become part of their work history and will be considered when selecting employees for promotion, new work assignments and other types of personnel actions.

This policy is posted at:

<http://www.mass.gov/anf/docs/hrd/policies/prevention/domestic-violence-sexual-assault.doc>

References: Executive Order 491

http://www.mass.gov/Agov3/docs/Executive%20Orders/executive_order_491.pdf

Mass General Laws Chapter 209A

<http://www.malegislature.gov/Laws/GeneralLaws/PartII/TitleIII/Chapter209A>

Mass General Laws Chapter 265

<http://www.malegislature.gov/Laws/GeneralLaws/PartIV/TitleI/Chapter265>

Payroll Public Record Exemption Policy Memo

<http://www.mass.gov/anf/docs/hrd/policies/files/public-record-exemption-policy-memo.doc>

Payroll Public Records Exemption Form

<http://www.mass.gov/anf/docs/hrd/policies/files/payroll-public-exemption.doc>

Jane Doe – The Massachusetts Coalition Against Sexual Assault and Domestic Violence

www.janedoe.org/

SafeLink 1-877-785-2020

http://www.casamyrna.org/index.php?option=com_content&view=article&id=29&Itemid=45

Massachusetts Department of Public Health - Certified Batterer Intervention Programs

http://www.mass.gov/Eeohhs2/docs/dph/com_health/violence/bi_directory.rtf

Agency Diversity Executive Order No. 526:

WHEREAS, the Constitution of the Commonwealth of Massachusetts is based on a belief in freedom and equality for all individuals and in the duty of Government to safeguard and foster these rights;

WHEREAS, the Executive Branch of the Commonwealth of Massachusetts recognizes the importance of non-discrimination, diversity, and equal opportunity in all aspects of state employment, programs, and activities;

WHEREAS, creating a culture of inclusion that values and promotes diversity and equal opportunity for all individuals is the central objective of this Executive Order and the goal of my administration;

WHEREAS, while acknowledging the many efforts and accomplishments of the past, the Commonwealth can and must do more to ensure that non-discrimination, diversity and equal opportunity are safeguarded, promoted, and reflected in state workplaces, decisions, programs, activities, services, and contracts; NOW, THEREFORE, I, Deval L. Patrick, Governor of the Commonwealth of Massachusetts, by virtue of the authority vested in me by the Constitution, Part 2, c. 2, §I, Art. I, do hereby order as follows:

Section 1. This Executive Order shall apply to all state agencies in the Executive Branch. As used in this Order, "state agencies" shall include all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established.

Section 2. Non-discrimination, diversity, and equal opportunity shall be the policy of the Executive Branch of the Commonwealth of Massachusetts in all aspects of state employment, programs, services, activities, and decisions. Each executive officer and agency head serving under the Governor, and all state employees, shall take immediate, affirmative steps to ensure compliance with this policy and with applicable federal and state laws in connection with both the internal operations of state government as well as their external relations with the public, including those persons and organizations doing business with the Commonwealth. Each agency, in discharging its duties, shall consider the likely effects that its decisions, programs, services, and activities will have on achieving non-discrimination, diversity, and equal opportunity.

Section 3. All state agencies shall develop and implement affirmative action and diversity plans to identify and eliminate discriminatory barriers in the workplace; remedy the effects of past discriminatory practices; identify, recruit, hire, develop, promote, and retain employees who are members of under-represented groups; and ensure diversity and equal opportunity in all facets, terms, and conditions of state employment. Such plans shall set forth specific goals and timetables for achievement, shall comply with all applicable state and federal laws, and shall be updated, at a minimum, every two years.

Section 4. All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. Equal opportunity and diversity shall be

protected and affirmatively promoted in all state, state-assisted, and state-regulated programs, activities, and services. Non-compliance shall subject violators to such disciplinary or remedial actions as permitted by law. This provision applies, but is not limited to, the use and operation of facilities owned, leased, funded or subject to control by the Commonwealth; the sale, lease, rental, financing, construction, or development of housing; state-licensed or chartered health care facilities, educational institutions, and businesses; education, counseling, and training programs; and public schools.

Section 5. All Executive Branch contracts entered into after the effective date of this Order shall contain provisions prohibiting contractors and subcontractors from engaging in discriminatory employment practices; certifying that they are in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and committing to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. Such provisions shall be drafted in consultation with the Office of the Comptroller and the Operational Services Division, which shall develop and implement uniform language to be incorporated into all Executive Branch contracts. The provisions shall be enforced through the contracting agency, the Operational Services Division, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Section 6. All state agencies shall exclude from any forms requesting information any item or inquiry expressing or soliciting specifications as to race, color, creed, religion, national origin, ethnicity, gender, age, sexual orientation, gender identity or expression, or disability, unless the item or inquiry is expressly required by statute or is deemed by the Massachusetts Commission Against Discrimination, the Massachusetts Office on Disability, the Human Resources Division, or the Office of Diversity and Equal Opportunity to be a bona fide qualification or otherwise required in good faith for a proper purpose.

Section 7. The Office of Diversity and Equal Opportunity ("ODEO"), as presently established within the Human Resources Division of the Administration and Finance Secretariat, shall be responsible for ensuring compliance with this Executive Order and with all applicable state and federal laws. ODEO shall have a Director (the "Director") who shall be selected by and serve at the pleasure of the Governor. The Director shall report to the Commonwealth's Chief Human Resources Officer and submit periodic written reports to the Governor. The Director shall have the authority to:

- Establish guidelines for agency affirmative action and diversity plans ("plans");
- Review all such plans and either approve, return for amendment, or reject them;
- Establish periodic reporting requirements for agencies concerning the implementation of their plans and all actions taken to ensure compliance with this Executive Order and applicable state and federal laws;
- Provide assistance to agencies in achieving compliance with their plans and with applicable federal and state laws;
- Monitor and assess the status of agency compliance and investigate instances of non-compliance; and

- Where appropriate, determine and impose remedial courses of action, including the potential imposition of a freeze on all personnel requisitions and appointment forms submitted by any non-compliant agency to the Chief Human Resources Officer.

Section 8. Each Secretariat shall appoint a Diversity Director. Each agency shall appoint a Diversity Officer. Diversity Directors and Officers shall have a direct reporting relationship to their Secretary or Agency head; shall also report to the Director of ODEO; and shall coordinate their component's compliance with the requirements of this Order and applicable federal and state laws. Through the Diversity Directors and Officers, and in compliance with the reporting guidelines and requirements established by ODEO, all state agencies shall submit periodic reports to the Director of ODEO concerning the status and implementation of their affirmative action and diversity plans.

Section 9. The Massachusetts Office on Disability ("MOD"), through its Director, shall be responsible for advising, overseeing and coordinating compliance with federal and state laws protecting the rights of persons with disabilities, including but not limited to the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§12131-12134; Section 504 ("504") of the Rehabilitation Act of 1973, 29 U.S.C. § 794; Article CXIV of the Massachusetts Constitution; and Chapter 6, §§ 185-87; Chapter 93, § 103; Chapter 151B; and Chapter 272, §§ 92, 98, and 98A of the Massachusetts General Laws. MOD shall serve as the Executive Branch's designated ADA and Rehabilitation Act Coordinator, and shall provide information, training, and technical assistance and promulgate guidelines reflecting best practices, policies and procedures concerning persons with disabilities. Each agency shall appoint an ADA/504 Coordinator who shall report directly to the agency head and work with MOD concerning issues involving persons with disabilities. Notification of such appointment shall be made to MOD's Director.

Section 10. Pursuant to guidelines established by ODEO and MOD, all agency heads, managers, supervisors, and employees shall attend mandatory diversity training within one year of the effective date of this Order. For future hires, such training shall be part of the standardized orientation provided to new employees.

Section 11. ODEO and MOD shall promulgate guidelines establishing a complaint resolution process for individuals who allege non-compliance by state agencies with applicable federal and state laws prohibiting discrimination. In instances where this process does not resolve the complaint, the Director of ODEO may refer to the Massachusetts Commission Against Discrimination ("MCAD") or to MOD any information concerning conduct that the Director believes may constitute a violation of the law. The MCAD shall initiate investigations and, where necessary; file complaints against those agencies and persons whom it has reason to believe are in violation of the laws of the Commonwealth or the United States.

Section 12. In performing their responsibilities under this Order, ODEO, MOD, and the MCAD shall have the full cooperation of all state agencies, including compliance with all requests for information.

Section 13. The Governor's Non-discrimination, Diversity and Equal Opportunity Advisory Council ("Advisory Council") is hereby established to advise the Governor concerning

policies, practices, and specific actions that the Commonwealth should implement to ensure that the objectives of this Executive Order are accomplished.

13.1 The Advisory Council shall consist of fifteen persons, including a Chair, each of whom shall be appointed by the Governor. All members shall serve without compensation at the pleasure of the Governor in a solely advisory capacity.

13.2 The Advisory Council's work shall include, but need not be limited to, making written recommendations to the Governor concerning actions, policies, and practices that the Commonwealth should implement to ensure that the objectives of this Executive Order are accomplished.

13.3 The Advisory Council shall meet at such times and places as determined by the Chair and shall submit an initial report containing its written recommendations to the Governor no later than 60 days following the appointment of the Council's 15 members. Thereafter, the Advisory Council shall meet at least semi-annually and submit supplemental reports to the Governor no less than once per year.

Section 14. Nothing in this Executive Order shall be construed to preclude or otherwise limit the continuation or implementation of any lawful affirmative action programs or other programs that support the objectives of this Executive Order.

Section 15. This Executive Order shall take effect immediately and shall continue in effect until amended, superseded or revoked by subsequent Executive Order.

Commonwealth of Massachusetts Sexual Harassment Policy:

I. Introduction

It is the goal of the Commonwealth of Massachusetts to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings related to their employment is unlawful and will not be tolerated by the Commonwealth. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

Because the Commonwealth of Massachusetts takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

II. Definition Of Sexual Harassment

In Massachusetts, "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

(a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,

(b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct, which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- *Unwelcome sexual advances -- whether they involve physical touching or not;

- *Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;

- *Displaying sexually suggestive objects, pictures, cartoons;

- *Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;

- *Inquiries into one's sexual experiences; and,

- *Discussion of one's sexual activities.

The complainant does not have to be the person at whom the unwelcome sexual conduct is directed. The complainant, regardless of gender, may be a witness to and personally offended by such conduct. The harasser may be anyone including a supervisor, a co-worker, or a non-employee, such as a recipient of public services or a vendor.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by the Commonwealth of Massachusetts.

III. Complaints of Sexual Harassment

If any Commonwealth employee believes that he/she has been subjected to sexual harassment, the employee has the right to file a complaint. This may be done in writing or orally.

If you would like to file a complaint you may do so by contacting your agency's Sexual Harassment Officer. The Sexual Harassment Officer is also available to discuss any concerns you may have and to provide information to you about the Commonwealth's policy on sexual harassment and the Commonwealth's complaint process. The procedures for reporting sexual harassment can be located on the HRD website at or by contacting the Human Resources Division.

IV. Sexual Harassment Investigation

When a state agency receives a complaint it will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted by the Sexual Harassment Officer in such a way as to maintain confidentiality to the extent practicable under the circumstances. The investigation will include a private interview with the person filing the complaint and with witnesses. The Sexual Harassment Officer will also interview the person alleged to have committed sexual harassment. When the investigation is completed, the agency will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, the state agency will act promptly to eliminate the offending conduct, and where it is appropriate will impose disciplinary action.

V. Disciplinary Action

If it is determined that an employee has engaged in inappropriate conduct, the state agency will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action deemed appropriate under the circumstances.

VI. State and Federal Remedies

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

1. The United States Equal Employment Opportunity Commission ("EEOC") One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.
2. The Massachusetts Commission Against Discrimination ("MCAD") Boston Office: One Ashburton Place, Rm. 601, Boston, MA 02108, (617) 994-6000. Springfield Office: 424 Dwight Street, Rm. 220, Springfield, MA 01103, (413) 739-2145.

VII. Employee Acknowledgement of the Sexual Harassment Prevention Policy:

By signing below, I acknowledge that I have read, understand, and agree to abide by the provisions set forth in the Commonwealth of Massachusetts Sexual Harassment Prevention Policy.

Print Name

Signature

Date

I acknowledge that the MPTC, in keeping with standards in training, has the right and responsibility to amend instructor training standards as necessary. I also acknowledge that I have read all the policies and procedures above and understand that if I have questions or concerns, I am obligated to clarify them with the MPTC Director of Training. I further understand that my failure to comply by all of the laws, regulations, policies, and procedures of the Commonwealth of Massachusetts and the MPTC can be cause for disciplinary action up to and including revoking my instructor certification and immediate termination of my state fiscal contract.

X_____

Instructor Signature

Date

X_____

Instructor Name Printed

MPTC Instructor Approval and Endorsement

To be completed by ALL instructors who will receive payments from the MPTC

PERSONAL INFORMATION

Name: _____ Social Security Number: _____

Gender: M ☐ F ☐ Contact Phone Number: (Home) _____ (Work) _____

Affirmative Action Status: ☐ Black ☐ Aleut ☐ Asian ☐ Hispanic ☐ Native American
(Optional) ☐ Physically-Challenged ☐ Vietnam-Era Veteran

Date of Birth: _____ If current State employee, year entered into State service: _____

INSTRUCTOR AFFIRMATIONS

I understand by accepting a teaching assignment that I am responsible to uphold the MPTC training and instructor standards. I agree to teach to the curriculum provided, including the instructional objectives, content, and delivery hours, and will abide by MPTC policies and procedures as they relate to instructors and attendance at MPTC training. I acknowledge that the MPTC, in keeping with maintaining high standards in training, has the right and responsibility to amend instructor qualifications as necessary. I also acknowledge that I have received, read and fully understand the following policies: Sexual Harassment; Sexual Assault and Domestic Violence; Workplace Violence; and Diversity. I understand that my failure to comply by the policies stated will result in the immediate termination of my contract.

X

Instructor Signature

Date

Further, I declare, under the pains of penalty of perjury, that for the time devoted to rendering the services defined by this contract, I have not claimed nor shall I claim or accept compensation from any other source, whether public or private, for the same services and time span(s). This includes sick time/leave or personnel Injured-On-Duty status.

X

Instructor Signature

Date

Print Name

ENDORSEMENT

To be completed by an authorized MPTC representative:

I have reviewed the instructor's qualifications and support and endorse this instructor's request to teach for the MPTC. Further, I affirm the instructor's qualifications, character, deportment, and professionalism meet the high standards expected of MPTC instructors.

Authorized MPTC Signature

Date



Participant Enrollment Governmental 457(b) Plan

Massachusetts Deferred Compensation SMART Plan - Mandatory OBRA

98966-02

Participant Information

Last Name			First Name			MI											
Mailing Address																	
City			State			Zip Code											
()			()														
Home Phone			Work Phone														
<input type="checkbox"/> Check box if you prefer to receive quarterly account statements in Spanish.																	
Social Security Number																	
E-Mail Address																	
<input type="checkbox"/> Married <input type="checkbox"/> Unmarried <input type="checkbox"/> Female <input type="checkbox"/> Male																	
Mo			Day			Year			Mo			Day			Year		
Date of Birth						Date of Hire											
Do you have a retirement savings account with a previous employer or an IRA? <input type="checkbox"/> Yes or <input type="checkbox"/> No																	

Important Notice: Employees participating in the Massachusetts Deferred Compensation SMART Plan - OBRA Mandatory Plan (the Plan) must complete Social Security Form SSA-1945. The Plan has been designated as an alternative retirement system for part time employees not covered by their employers retirement system. The SSA-1945 explains the potential effects of the Windfall Elimination Provision and Government Pension Offset Provision under the Social Security law which may reduce the amount of your Social Security retirement or disability benefits, and/or benefits received by you as a spouse or an ex-spouse. If you have any questions regarding SSA-1945 or if you have not completed SSA-1945, please contact your employer.

Statement Delivery - Participant quarterly statements are sent regular mail via the U.S. Postal Service. If you prefer an environmentally friendly alternative, please visit www.mass-smart.com for fast and easy enrollment in our Online File Cabinet service.

Payroll Information

MPTC		To be completed by	
Division Name		Representative: D5	
		Division Number	

Investment Option Information (applies to all contributions) - Please refer to your communication materials for information regarding each investment option.

I understand that funds may impose redemption fees on certain transfers, redemptions or exchanges if assets are held less than the period stated in the fund's prospectus or other disclosure documents. I will refer to the fund's prospectus and/or disclosure documents for more information.

<u>INVESTMENT OPTION NAME</u>	<u>INVESTMENT OPTION CODE</u> (Internal Use Only)	
SMART Capital Preservation Fund.....	MELINC.....	100%

Plan Beneficiary Designation

This designation is effective upon execution and delivery to Service Provider at the address below. I have the right to change the beneficiary. If any information is missing, additional information may be required prior to recording my beneficiary designation. If my primary and contingent beneficiaries predecease me or I fail to designate beneficiaries, amounts will be paid pursuant to the terms of the Plan Document or applicable law.

You may only designate one primary and one contingent beneficiary on this form. However, the number of primary or contingent beneficiaries you name is not limited. If you wish to designate more than one primary and/or contingent beneficiary, do not complete the section below. Instead, complete and forward the Beneficiary Designation form.

Primary Beneficiary**100.00%**

% of Account Balance	Social Security Number	Primary Beneficiary Name	Relationship	Date of Birth
()				

Phone Number (Optional)

Contingent Beneficiary**100.00%**

% of Account Balance	Social Security Number	Contingent Beneficiary Name	Relationship	Date of Birth
()				

Phone Number (Optional)

Participation Agreement

Withdrawal Restrictions - I understand that the Internal Revenue Code (the "Code") and/or my employer's Plan Document may impose restrictions on transfers and/or distributions. I understand that I must contact the Plan Administrator/Trustee to determine when and/or under what circumstances I am eligible to receive distributions or make transfers.

Compliance With Plan Document and/or the Code - Participation in this Plan is mandatory. A deduction will be taken from your wages and invested on your behalf based on your employer's Plan Document. I agree that my employer or Plan Administrator/Trustee may take any action that may be necessary to ensure that my participation in the Plan is in compliance with any applicable requirement of the Plan Document and/or the Code. I understand that the maximum annual limit on contributions is determined under the Plan Document and/or the Code. I understand that it is my responsibility to monitor my total annual contributions to ensure that I do not exceed the amount permitted. If I exceed the contribution limit, I assume sole liability for any tax, penalty, or costs that may be incurred.

Incomplete Forms - I understand that in the event my Participant Enrollment form is incomplete or is not received by Service Provider at the address below prior to the receipt of any deposits, I specifically consent to Service Provider retaining all monies received and allocating them to the default investment option.

Account Corrections - I understand that it is my obligation to review all confirmations and quarterly statements for discrepancies or errors. Corrections will be made only for errors which I communicate within 90 calendar days of the last calendar quarter. After this 90 days, account information shall be deemed accurate and acceptable to me. If I notify Service Provider of an error after this 90 days, the correction will only be processed from the date of notification forward and not on a retroactive basis.

Signature(s) and Consent

Participant Consent

I have completed, understand and agree to all pages of this Participant Enrollment form. I understand that Service Provider is required to comply with the regulations and requirements of the Office of Foreign Assets Control, Department of the Treasury ("OFAC"). As a result, Service Provider cannot conduct business with persons in a blocked country or any person designated by OFAC as a specially designated national or blocked person. For more information, please access the OFAC Web site at:

<http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

Deferral agreements must be entered into prior to the first day of the month that the deferral will be made.

Participant Signature

Date

A handwritten signature is required on this form. An electronic signature will not be accepted and will result in a significant delay.

Participant forward to Service Provider at:

Great-West Retirement Services®

P.O. Box 173764

Denver, CO 80217-3764

Phone #: 1-877-457-1900

Fax #: 1-866-745-5766

Web site: www.mass-smart.com

Core securities, when offered, are offered through GWFS Equities, Inc. and/or other broker dealers.

GWFS Equities, Inc., Member FINRA/SIPC, is a wholly owned subsidiary of Great-West Life & Annuity Insurance Company.

Empower Retirement refers to the products and services offered in the retirement markets by Great-West Life & Annuity Insurance Company (GWL&A), Corporate Headquarters: Greenwood Village, CO; Great-West Life & Annuity Insurance Company of New York, Home Office: NY, NY; and their subsidiaries and affiliates. The trademarks, logos, service marks, and design elements used are owned by their respective owners and are used by permission.

Statement Concerning Your Employment in a Job Not Covered by Social Security

Employee Name _____ Employee ID# _____

Employer Name _____ Employer ID# _____

Your earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your husband or wife, or former husband or wife, your pension may affect the amount of the Social Security benefit you receive. Your Medicare benefits, however, will not be affected. Under the Social Security law, there are two ways your Social Security benefit amount may be affected.

Windfall Elimination Provision

Under the Windfall Elimination Provision, your Social Security retirement or disability benefit is figured using a modified formula when you are also entitled to a pension from a job where you did not pay Social Security tax. As a result, you will receive a lower Social Security benefit than if you were not entitled to a pension from this job. For example, if you are age 62 in 2013, the maximum monthly reduction in your Social Security benefit as a result of this provision is \$395.50. This amount is updated annually. This provision reduces, but does not totally eliminate, your Social Security benefit. For additional information, please refer to Social Security Publication, "Windfall Elimination Provision."

Government Pension Offset Provision

Under the Government Pension Offset Provision, any Social Security spouse or widow(er) benefit to which you become entitled will be offset if you also receive a Federal, State or local government pension based on work where you did not pay Social Security tax. The offset reduces the amount of your Social Security spouse or widow(er) benefit by two-thirds of the amount of your pension.

For example, if you get a monthly pension of \$600 based on earnings that are not covered under Social Security, two-thirds of that amount, \$400, is used to offset your Social Security spouse or widow(er) benefit. If you are eligible for a \$500 widow(er) benefit, you will receive \$100 per month from Social Security (\$500 - \$400=\$100). Even if your pension is high enough to totally offset your spouse or widow(er) Social Security benefit, you are still eligible for Medicare at age 65. For additional information, please refer to Social Security Publication, "Government Pension Offset."

For More Information

Social Security publications and additional information, including information about exceptions to each provision, are available at www.socialsecurity.gov. You may also call toll free 1-800-772-1213, or for the deaf or hard of hearing call the TTY number 1-800-325-0778, or contact your local Social Security office.

I certify that I have received Form SSA-1945 that contains information about the possible effects of the Windfall Elimination Provision and the Government Pension Offset Provision on my potential future Social Security Benefits.

Signature of Employee _____ Date _____

Information about Social Security Form SSA-1945 Statement Concerning Your Employment in a Job Not Covered by Social Security

New legislation [Section 419(c) of Public Law 108-203, the Social Security Protection Act of 2004] requires State and local government employers to provide a statement to employees hired January 1, 2005 or later in a job not covered under Social Security. The statement explains how a pension from that job could affect future Social Security benefits to which they may become entitled.

Form SSA-1945, **Statement Concerning Your Employment in a Job Not Covered by Social Security**, is the document that employers should use to meet the requirements of the law. The SSA-1945 explains the potential effects of two provisions in the Social Security law for workers who also receive a pension based on their work in a job not covered by Social Security. The Windfall Elimination Provision can affect the amount of a worker's Social Security retirement or disability benefit. The Government Pension Offset Provision can affect a Social Security benefit received as a spouse, surviving spouse, or an ex-spouse.

Employers must:

- Give the statement to the employee prior to the start of employment;
- Get the employee's signature on the form; and
- Submit a copy of the signed form to the pension paying agency.

Social Security will not be setting any additional guidelines for the use of this form.

Copies of the SSA-1945 are available online at the Social Security website, www.socialsecurity.gov/online/ssa-1945.pdf. Paper copies can be requested by email at ofsm.oswm.rqct.orders@ssa.gov or by fax at 410-965-2037. The request must include the name, complete address and telephone number of the employer. Forms will not be sent to a post office box. Also, if appropriate, include the name of the person to whom the forms are to be delivered. The forms are available in packages of 25. Please refer to Inventory Control Number (ICN) 276950 when ordering.



Commonwealth of Massachusetts
Municipal Police Training Committee
“Training for Today, Planning for the Future”

6 Adams Street
Randolph, MA 02368
Phone: (781) 437-0300
Fax: (781) 963-0235



Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Thomas A. Turco, III
Secretary of Public Safety and Security

Terrence Reidy
Undersecretary

Chief Robert J. Ferullo, Jr. ret.
Interim Executive Director

MassHR Employee Self Service

MassHR is designed to provide employees access to their electronic pay advice. In addition, employees are able to view and edit their profile, direct deposit data, W4 information and much more! The link to the website is provided below as well as instructions on how to log into the system.

- **Web Address:** <http://www.mass.gov/masshr>
- **Click on blue rectangle labeled “Login to Employee Self Service to enter your time, view paystubs and more!”**
- **User ID = Six Digit Employee ID**
Password = First initial of last name capitalized, first initial of first name lower case, Employee ID followed by last four digits of social security number
- **Self Service: eProfile, ePay, View Paycheck, Edit Direct Deposit data, W4 Updates, W-2 Processing – Consent to suppress, Ethnic Group Updates**

Should you require a password reset or experience difficulty accessing the web site, contact the Employee Service Center at (617) 979-8500.