



\*Excellence Through Education\*

## STANDARD OPERATING PROCEDURE

### Instructor Certification and Hiring

To: All Staff  
From: Robert Ferullo, Executive Director  
Date: March 6, 2023

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The procedure processing an instructor's certification and contract have been updated effective Monday, March 6, 2023.

#### **Prerequisite Certification Courses:**

All individuals who are seeking to become certified instructors for the MPTC must take the required prerequisite courses:

1. Applicable Instructor Certification Course; **and**
2. Academic Instructor Training (3 day) – for all individuals seeking to teach curriculum; **or**
3. Tactical Instructor Training (3 day) – for individuals seeking certification in Applied Patrol Procedures, BOLA, Defensive Tactics, Firearms, First Responder, Simulations or Taser.  
This class is commonly referred to as PTAC.

- The lead instructor for the certification course will submit the class roster to the respective Program Coordinator, within 48 hours of class completion.
- If the class roster is not received within 48 hours, the Program Coordinator will contact the lead instructor for the class to get a copy of the roster.
- The Program Coordinator will close out the class within 24 hours after the roster is received.

#### **Submitting Rosters:**

Classes held at an operated academy: send roster to the Program Coordinator assigned to that academy.

Classes held at an authorized academy or other site: send roster to Lynda Kearns, Statewide Programs Coordinator at [Lynda.kearns@mass.gov](mailto:Lynda.kearns@mass.gov).

Once the prerequisite courses have been completed, the individual MUST apply for instructor certification through their ACADIS portal. **Instructor certification is not automatic upon completion of the courses.**

### **Applying for Certification:**

Once the prerequisite courses have been completed, the individual may apply for instructor certification through their ACADIS portal.

- Once the completed application for instructor certification is submitted, the Instructor Certification Manager will approve or deny the application within five (5) business days.
- If the application is denied, the Instructor Certification Manager will send an email to the applicant explaining the reasons for denial.
- If the applicant's ACADIS portal is missing a training record, the applicant can submit proof of course attendance through a certificate. The Instructor Certification Manager will work with the records unit to create a permanent record in the applicant's ACADIS portal with the submitted certificate. If all necessary documents are submitted, the Instructor Certification Manager will approve the applicant's instructor certification.

Instructor Certification Manager, Rose Sauvageau - [rose.sauvageau@mass.gov](mailto:rose.sauvageau@mass.gov)

### **Applying for a State Contract:**

Instructors who wish to teach for, and be paid by the MPTC, must have an active state contract with the agency. A state contract with the MPTC is valid for five (5) years and must be renewed prior to expiration of the contract. Instructors who only teach at authorized academies or departments (any agency that will pay the instructor directly) do NOT need to be on state contract. The Governor's Executive Order 595 requiring all state employees to be vaccination is in effect.

- A blank state contract can be found on our website at [mass.gov/mptc](https://mass.gov/mptc).
- All applications for state contract should be emailed to [mptcinstructorcontract@mass.gov](mailto:mptcinstructorcontract@mass.gov).
- Once the state contract application is received, Aiesha Grenier, Human Resource Specialist, will date stamp the contract, and log acceptance of the contract into the respective contract spreadsheet.
- Aiesha Grenier, Human Resource Specialist, will confirm that instructor certification has been approved and issue the applicant a notice of receipt of the contract via email.
- Aiesha Grenier, Human Resource Specialist, will check the paperwork for completeness. If an applicant is missing any documents, she will contact the applicant within five (5) business days of the missing documents.

- Once the application is complete, the contract will be submitted to the Chief Financial Officer for review and signature within five (5) business days of receiving the initial state contract application or within five (5) business days of receiving all required documents from the individual applying for state contract.
- The Human Resource Specialist will submit the signed state contract to the Human Resource Director within two (2) business days of receipt.

Human Resource Specialist, Aiesha Grenier – [aiesha.grenier@mass.gov](mailto:aiesha.grenier@mass.gov)

Human Resource Director, Penny O'Reilly – [penny.oreilly2@mass.gov](mailto:penny.oreilly2@mass.gov)

### **Hiring and Active State Contract:**

Human Resources will receive the signed state contract and complete the following within fourteen to twenty-one (14 - 21) business days:

- Confirm vaccination status
- Complete a background check
- Hire the instructor in HRCMS
- Notify the instructor through email that they have successfully been hired by the MPTC and include their employee ID number along with directions on how to login to Self Service Time and Attendance.
- Notify the Instructor Certification Manager, the Chief of Training and the Chief Financial Officer that the instructor has been hired.

### **Contract Renewal:**

The MPTC state contract is valid for five (5) years. The expiration date of an instructor's state contract will appear in their ACADIS portal.

- An automatic notice from ACADIS will go out to all instructors sixty (60) days prior to a contract expiring.
- The Instructor Certification Manager will annually send a list of names of expiring contracts to the Chief of Training, Chief Financial Officer, Human Resource Specialist and Human Resources Director sixty (60) days prior to expiration.

### **Contract Termination:**

If an instructor contracted with the MPTC has not worked and received compensation from the agency within 365 calendar days, that instructor's contract will be terminated.

# Municipal Police Training Committee

☐ NEW CONTRACT

☐ RENEWAL CONTRACT



**Contract Employee Checklist** – Please print all forms *single sided* and mail originals along with the checklist to: MPTC Headquarters, 42 Thomas Patten Drive, Randolph, MA 02368 Attn: Instructor Contracts E-mail State Contracts to MPTC: [mptcinstructorcontract@mass.gov](mailto:mptcinstructorcontract@mass.gov)

EMPLOYEE INFORMATION		
Full Name:		
Address:		
Home Phone:		
Cell Phone:		
Email Address:		
CHECKLIST		Date Received:
	FY24-FY28 MPTC Standard Contract Form	Complete, Sign and Return
	Instructor Contract Addendum September 1, 2021	Read only – Do Not Return
	Commonwealth of MA Terms and Conditions	For Your Review – Do Not Return
	MPTC Code of Conduct	Complete, Sign page six only, Return
	Background Information Request and Waiver	Complete, Sign and Return
	Compliance with Executive Order 595 COVID-19 Vaccination Mandate effective <b>until May 11, 2023</b>	Copy of Vaccination Card required
	<b>Certification(s): for office use only</b>	<b>Expiration Date:</b>
1.		
2.		
3.		
4.		
	Background Check Complete by HR	Fiscal Approval

# 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 and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT 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>.

<b>CONTRACTOR LEGAL NAME:</b> (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Municipal Police Training Committee <b>MMARS Department Code:</b> CJT	
<b>Legal Address: (W-9, W-4):</b>		<b>Business Mailing Address:</b> 42 Thomas Patten Dr, Randolph MA 02368	
<b>Contract Manager:</b>	<b>Phone:</b>	<b>Billing Address (if different):</b>	
<b>E-Mail:</b>	<b>Fax:</b>	<b>Contract Manager:</b> Aiesha Grenier	<b>Phone:</b> 781-437-0349
<b>Contractor Vendor Code:</b> VC		<b>E-Mail:</b> mptccontractorcontract@mass.gov	<b>Fax:</b> 781-963-0235
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD ____ (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b>	
<b>RFR/Procurement or Other ID Number:</b>			
<b>___ NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> ___ <b>Statewide Contract</b> (OSD or an OSD-designated Department) ___ <b>Collective Purchase</b> (Attach OSD approval, scope, budget) ___ <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ___ <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input checked="" type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) ___ <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<b>___ CONTRACT AMENDMENT</b> Enter <b>Current Contract End Date</b> <u>Prior</u> to Amendment: _____. Enter <b>Amendment Amount:</b> \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> ___ <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) ___ <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) ___ <b>Contract Employee</b> (Attach any updates to scope or budget) ___ <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> ___ <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> ___ <a href="#">Commonwealth IT Terms and Conditions</a>			
<b>COMPENSATION:</b> (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 <a href="#">815 CMR 9.00</a> . <input checked="" type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) \$60 per hour ___ <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <b>new</b> total if Contract is being amended). \$ _____.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> 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 ( <a href="#">M.G.L. c. 29, § 23A</a> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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.) <b>Instructor services (July 1, 2023 - June 30, 2028) providing all certifications are up to date and applicable, and instructor is in good standing with the Municipal Police Training Committee (MPTC). MPTC reserves the right to terminate this contract anytime between the referenced contract dates.</b>			
<b>ANTICIPATED START DATE:</b> (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 <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. ___ 2. may be incurred as of ____, 20__, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. ___ 3. were incurred as of ____, 20__, a date <b>PRIOR</b> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>6/30/2028</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.			
<b>CERTIFICATIONS:</b> 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, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, 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 <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten at Time of Signature) Print Name: _____ Print Title: _____		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten at Time of Signature) Print Name: <u>Denise Mellon</u> Print Title: <u>Chief Financial Officer</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.**



## Instructor Contract Addendum

January 1, 2023

### **SCOPE OF SERVICES:**

The contract will extend for five years. Future options to renew are at the discretion of the agency, unless otherwise terminated by the Agency or Contractor.

This position is responsible for course delivery and instruction in MPTC training programs. The Training Instructor is responsible for preparing to teach the lessons, obtaining the necessary training materials and equipment, preparing the classroom for training, delivering instruction from prepared lesson plans and materials, conducting practical activities and coaching students. This position is also responsible for administering exams, course evaluations, and instructor evaluations. The Training Instructor will be required to travel within the state and use, lift, carry, distribute, and collect training materials and equipment. A flexible schedule and ability to travel within the state is required to accommodate all assigned training. Program-specific training curriculum and materials will be provided by the MPTC. Classes are generally conducted from 8:00am to 4:30pm or on a needed basis from 4:00pm to 12:00am, Monday through Friday, but may also be scheduled during the weekends.

Based on the demonstrated skill set, the Training Instructor may also be asked to review and update or develop curriculum for existing or new programs. Compensation for curriculum review and development will be at the discretion and approval of the Curriculum Division Manager, Chief or Deputy Chief of Training.

At the discretion of the MPTC Executive Director or Chief of Training, training may be required to be completed out of state at an approved location. Compensation for the training hours, travel, lodging and a per diem for meals may be reimbursed as authorized by the [Red Book](#) and with the approval of the Executive Director.

### **PUBLIC PENSION RESTRICTIONS:**

Massachusetts law imposes certain restrictions on individuals who are collecting a pension or retirement allowance from the Commonwealth, county, city, district, or authority.



M.G.L. c. 32, s. 91(b) states in pertinent part that “...any person who has been retired and who is receiving a pension or retirement allowance...from the Commonwealth, county, city, town, district or authority... may be employed in the service of the Commonwealth, county, city, town, district or authority... for not more than twelve hundred (1200) hours in the aggregate in any calendar year; provided the earnings therefrom when added to any pension or retirement allowance do not exceed the salary that is being paid for the position from which he was retired or in which his employment was terminated plus \$15,000; provided, however that in the first twelve (12) months immediately following the effective date of retirement, the earnings received by any person when added to any pension or retirement allowance the person is receiving shall not exceed the salary that is being paid for the position from which the person was retired or in which the person’s employment was terminated.”

In addition, M.G.L. c.32, s.91(c) states in pertinent part that “[e]ach person referred to in paragraph (b) shall certify to his employer and the treasurer or other person responsible for the payment of the compensation for the position in which he is to be employed the number of days or hours which has been employed in any calendar year and the amount of earnings therefrom, and if the number of hours exceeds twelve hundred (1200) hours, in the aggregate, he shall not be employed or if the earning therefrom exceed the amount allowable under paragraph (b) he shall return to the appropriate treasurer or other person responsible... all such earnings as are in excess of the allowable amount. The amount of excess not so returned may be recovered in an action of contract by the appropriate treasurer....”

The restrictions on public pensioners are twofold: a cap of twelve hundred hours (1200) in a calendar year, or an earnings cap of the difference between the individual’s pension and the salary for the position from which they retired plus \$15,000.00 whichever comes first.

**\* The law places the burden for compliance on the individual pensioner.**

#### **COMPENSATION:**

This contract is a fixed rate of \$60.00 per hour of instruction (*effective July 3, 2022*). Training Instructors will be compensated as follows:

- For hours of instruction ONLY in thirty (30) minutes blocks. (example – 8:00am to 12:30pm is 4.5 hours of pay).
- After six (6) hours of instruction you are required to take a half (1/2) hour UNPAID lunch hour (example – 8:00am – 4:00pm is 7.5 hours of pay).
- Depending on the instruction topic, thirty (30) minutes for class preparation and thirty (30) minutes of breakdown may be allowed. Refer to the MPTC Instructor Hours Chart.
- At the discretion and approval of the Chief or Deputy Chief of Training, an instructor may be paid for time spent on curriculum review. A maximum of two (2) hours will be paid for review of a four (4) hour curriculum block. A maximum of four (4) hours will be paid for review of an eight (8) hour curriculum block.
- At the discretion and approval of the Curriculum Division Manager, Chief or Deputy Chief of Training, instructors may receive payment for time spent on curriculum development. A maximum of eight (8) hours will be paid for the development of a four (4) hour curriculum block.

A maximum of sixteen (16) hours will be paid for the development of an eight (8) hour curriculum block.

The MPTC does NOT compensate Training Instructors to attend any instructor training courses offered by the MPTC. At the discretion of the MPTC Executive Director or Chief of Training, with prior approval, Training Instructors may be compensated to attend an outside agency's instructor development course if the instruction will benefit the MPTC. Prior approval is required.

#### **SELF-SERVICE TIME AND ATTENDANCE:**

Hours entered in Self-Service Time and Attendance must accurately reflect the hours worked. MGL c. 231 §85BB states:

(a) A law enforcement officer, as defined in section 1 of chapter 6E, who knowingly submits to a state agency, state authority, city, town or agency, as defined in said section 1 of said chapter 6E, a false or fraudulent claim of hours worked for payment and receives payment therefor or knowingly makes, uses or causes to be made or used a false record or statement material to a false or fraudulent claim of hours worked for payment that results in a law enforcement officer receiving payment therefor or any person who conspires to commit a violation of this section shall be punished by a fine of 3 times the amount of the fraudulent wages paid or by imprisonment for not more than 2 years.

#### **IN-STATE TRAVEL EXPENSES:**

Transportation of any kind between the Training Instructor's home address and the training location is not reimbursable for the first fifty (50) miles each way. If the Training Instructor is required to travel to a site that is over fifty (50) miles from their home address, then transportation expenses will be reimbursed for the mileage that exceeds fifty (50) miles.

The following is an example:

Mileage between home and training site, one-way	=	70 miles
Mileage between home and training site, round-trip	=	140 miles
<b>Total Reimbursable Mileage</b>	<b>=</b>	<b>40 miles</b>

Submitting Reimbursement for Travel:

- An Employee Reimbursement Form must be completed within two (2) business days of the training.
- The training location and city or town visited must be reported on the form.
- The date(s) of travel must be documented on the form.
- Mileage reported shall be based upon MapQuest or Google Maps (one-way trip to the venue or round trip).
- A printout of the either MapQuest or Google Maps shall be included with the travel voucher. Mileage will be reimbursed at a rate of \$0.62 per mile.
- In addition to the approved mileage rate, reimbursement will be allowed for reasonable charges for tolls and parking upon presentation of adequate documentation for expenses incurred.

- All forms and accompanying documentation must be submitted to the Chief of Training for approval.
- Reimbursement will be included with your direct deposit on the pay period following submission.

**PERFORMANCE CRITERIA:**

The Training Instructor's performance will be evaluated based upon course and instructor evaluations submitted by training attendees, as well as random and/or scheduled site visits by the MPTC personnel. The Training Instructor MUST be evaluated annually by the MPTC Instructor Development Team. The Training Instructor is required to maintain the security and confidentiality of any records or data of the law enforcement officers/agencies to which they have access during and after the contract period.

**MANDATORY TRAINING AND MEETING REQUIREMENTS:**

Training Instructors will be required to complete required training(s) for the courses in their field of expertise for recertification. In addition, Training Instructors may be required to complete courses as directed by Human Resources. Training Instructors will be required to attend periodic instructor meetings as directed by the Chief or Deputy Chief of Training. No instructors will be compensated to attend any training required to obtain or maintain instructor certification.

**ACCEPTABLE USE OF INFORMATION TECHNOLOGY ASSETS:**

The MPTC information technology assets further organizational goals and priorities. Training Instructors are required to use the MPTC information technology assets in a professional and ethical manner and comply with the Instructor Code of Conduct, relevant agency policies, and applicable contractual obligations.

It is unacceptable for any contract employee to use agency information technology resources:

- In furtherance of any illegal act, including a violation of any state or federal criminal or civil laws or regulations;
- For any political purpose;
- For any commercial purpose;
- To send threatening or harassing messages, whether sexual or otherwise;
- To access or share sexually explicit, obscene, or otherwise inappropriate materials;
- To infringe any intellectual property rights;
- To gain, or attempt to gain, unauthorized access to any computer or network;
- For any use that causes interference with or disruption of network users and resources, including propagation of computer viruses or other harmful programs;
- To intercept communications intended for another;
- To misrepresent either the agency or a person's role at the agency;
- To distribute chain letters;
- To access online gambling sites; and
- To libel or otherwise defame any person.

The following instructions are designed to prevent personnel from engaging in harmful email practices:

- Do not use email accounts for commercial purposes unrelated to Commonwealth business;

- Do not conduct government business through or send confidential information to a personal email account;
- Do not send confidential information to any recipient not authorized to receive such information;
- Do not use email to transmit confidential information in any unencrypted format;
- Do not collect and/or transmit material in violation of any federal, state, or local law or agency policy.

Additionally, contractors must use the MPTC information technology assets appropriately and comply with the following:

- Do not download or install unauthorized software onto Commonwealth-issued devices;
- Avoid excessive use of system information technology resources for personal use, including but not limited to, network capacity (i.e., high use of video streaming technologies).
- Do not circumvent, attempt to circumvent, or assist another individual in circumventing the information security controls in place to protect Commonwealth-issued devices.

**BUDGET:**

This position is on an as-needed basis. The rate of pay will be \$60.00 per hour (*effective July 3, 2022*). There is no guarantee of a minimum number of hours per pay period, month, or year. The MPTC does not reimburse for overtime.

Per Chapter 505 of the Acts of 2014, contractors will accrue paid sick time at the rate of one (1) hour per every thirty (30) hours worked. Sick time will be granted by the MPTC according to the Commonwealth's Earned Sick Leave Policy.

This contract may be amended and/or renewed as needed, contingent upon funding and/or operational needs of the agency, and within the scope of service being performed under this contract.

**CESSATION OF CONTRACT DUE TO INACTIVITY:**

The MPTC will 'terminate for inactivity' the state contract in the event a contractor has not been paid by the Municipal Police Training Committee for more than one calendar year. In the event that a contractor's MPTC contract has been terminated for inactivity, the contractor may not be paid for work done until such time as they reapply for a contract and such contract is approved and the contract becomes active in HRCMS.



## **Municipal Police Training Committee Certified Instructor Code of Conduct**

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**Effective Date – March 15, 2023**

**As a certified instructor for the Municipal Police Training Committee (MPTC), I know that my conduct both inside and outside the classroom reflects upon the officers I teach, the leaders who entrust me to teach, and the profession we collectively serve. I fully accept that I am not only obligated to uphold the laws of the Commonwealth but to uphold the highest standards of professionalism, character, and integrity established by this Code of Conduct.**

### **Good Standing with MPTC:**

Instructors are certified by the MPTC at its sole discretion and may have their certification suspended or revoked by the MPTC at its sole discretion. During their period of certification, instructors must remain in good standing with the MPTC.

“Good standing with the MPTC” is intentionally not defined herein so that the MPTC has the broadest possible discretion to suspend or, if the circumstances warrant, revoke an instructor’s certification for allegations of misconduct, involvement in litigation, adverse publicity, or anything else that in the sole judgment of the MPTC has the potential to reflect negatively upon the instructor’s professionalism, character, and/or integrity.

### **Good Standing with Employer:**

Instructors certified by the MPTC must remain in good standing with their employer during their period of certification. In the event an instructor retires, voluntarily leaves, or is otherwise separated from their employer’s service, they must have retired, voluntarily left, or been separated from service while in good standing and not while under investigation for any infraction that could have potentially resulted in significant discipline, termination, or (if working for a law enforcement agency) decertification by the Peace Officer Standards and Training (POST) Commission.

“Good standing with their employer” is defined herein, and shall mean that the certified instructor has never:

- received a significant disciplinary sanction (resulting in a suspension for more than five (5) days without pay); or
- received a reduction in rank due to the imposition of a disciplinary sanction; or
- received a suspension for the use of excessive force; or



- received a suspension for a civil rights violation; or
- been the subject of a sustained domestic violence complaint; or
- been the subject of a sustained complaint for a criminal charge; or
- been the subject of action by POST that caused police certification to be suspended or revoked.

Upon learning that a certified instructor is not in good standing with the MPTC or their employer, the MPTC's Chief or Deputy Chief of Training shall promptly suspend the instructor's certification forthwith or, if the circumstances warrant, may revoke the certification and terminate the instructor's state fiscal contract (if they have one). The MPTC has sole discretion to determine whether to suspend or revoke an instructor's certification. If the MPTC chooses to suspend rather than revoke a certification, the suspension cannot last indefinitely but it may last for such indeterminate period as is needed by an employer, court system, or other process to determine the veracity of allegations.

While an instructor's certification is suspended or revoked, under no circumstances may that person: (a) teach for the MPTC; (b) teach at an MPTC facility; (c) teach curriculum that is approved or required by the MPTC; or (d) do any other teaching over which the MPTC has some level of control or involvement.

#### **Pay:**

Prior to teaching, instructors are responsible for ensuring that they have proper certification for the class that they are assigned to teach and, if applicable, have an active state contract to allow them to be paid. Instructors are prohibited from being paid by two separate agencies for the same time. This type of behavior is commonly referred to as "*double dipping*" and is strictly prohibited. Any Officer who submits time to the MPTC through HR/CMS (self-service time and attendance) when they are being compensated for that same time by another agency shall have their instructor certification revoked and state fiscal contract terminated immediately. All time submitted to the MPTC through HR/CMS is subject to a public records request under the Freedom of Information act.

#### **Privacy:**

Paper and electronic records containing personal information that can be readily used to identify a particular individual as defined in G.L. c. 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. 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. The security and care of this information applies to files, rosters, etc. that are removed from the training site by the instructor. Instructors are prohibited from disclosing personal information to anyone outside the MPTC without the express approval of the MPTC's Chief of Training.

Any violation of the privacy policy may result in suspension or revocation of the instructor's certification by the Chief or Deputy Chief of Training and, if applicable, immediate termination of the instructor's state fiscal contract.

#### **Attire:**

To ensure the uniform and professional appearance of instructors, the following dress code shall apply to all instructors, including contract and volunteer:

- a. Department uniform; or
- b. Business casual attire (no jeans or t-shirts allowed); or
- c. Attire appropriate to the practical skill.

Exceptions to these standards must be approved by the Academy Director, Program Coordinator, Program Administrator, or the MPTC's Chief or Deputy Chief of Training.

Repeated violations of the attire policy may result in suspension or revocation of the instructor's certification by the Chief or Deputy Chief of Training and, if applicable, immediate termination of the instructor's state fiscal contract.

#### **Instructor Attendance:**

Instructors are expected to be in their respective classroom and prepared to begin teaching at least five (5) minutes prior to the start time of their class and to start the class at the designated time unless otherwise directed.

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 Academy Director, Program Coordinator or Program Administrator. However, in such cases, the instructor's submitted time is to reflect the actual hours of instruction, rather than the scheduled hours. No Academy Director, Program Coordinator or Program Administrator will approve time that does not accurately reflect the instructor's work hours.

If an instructor is unable to teach a scheduled class, that instructor must notify the Academy Director, Program Coordinator, or Program Administrator as soon as possible with names of suggested replacements.

If an instructor is running late to teach a class, they shall notify the Academy Director, Program Coordinator, or Program Administrator as soon as possible by calling the training site where they are scheduled to teach. If the instructor is teaching with other instructors, they shall notify those instructors of their late arrival.

Any violation of the instructor attendance policy may result in suspension or revocation of the instructor's certification by the Chief or Deputy Chief of Training and, if applicable, immediate termination of the instructor's state fiscal contract.

#### **Classroom Decorum:**

1. Instructors will always conduct themselves in a professional manner.
2. Instructors will teach the Municipal Police Training Committee approved material and lesson plans only. Although all instructors are encouraged to utilize their personal experiences to enhance the lesson plan, any changes (additions, deletions, or additional handouts) an instructor would like to make to an MPTC approved lesson plan must be submitted to and approved by the MPTC Chief of Training prior to it being presented in the classroom.
3. Instructors will always respect and ensure that students respect and care for MPTC equipment and property.
4. Profanity should be avoided to the extent possible in the classroom.
5. Social media, which may include apps like Snapchat, Instagram, Facebook, or another Internet networking applications should not be used during work hours except as it relates to business.
6. Cell phones of the instructors must be on vibrate when teaching in the classroom.
7. Under no circumstances will the MPTC tolerate a hostile, offensive, or harmful training environment. Instructors will conduct themselves in a manner that is respectful of diversity, equity, and inclusion and does not include horseplay, bias, sexual innuendo, or harassment of any type.
8. 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.
9. Instructors are prohibited from aiding or assisting a student to cheat or change a grade.
10. 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.
11. 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 courtesy, consideration, and respect for the rights and privileges of fellow instructors, academy staff and guests, and student officers.

Any violation of the classroom decorum policy may result in suspension or revocation of the instructor's certification by the Chief or Deputy Chief of Training and, if applicable, immediate termination of the instructor's state fiscal contract.

### **Fraternization:**

Fraternization between an instructor and a student officer in an MPTC operated/authorized Academy is strictly prohibited. If discovered, after a sustained investigation, the MPTC shall revoke the instructor's certification forthwith and, if applicable, immediately terminate their state fiscal contract.

This shall include, but not be limited to:

- a. Any intended social contact with a student officer, in person or electronically, after hours or outside of the academy; or
- b. Sexual contact in or outside of the academy; or
- c. Sexting; or
- d. A romantic relationship; or
- e. Cohabitation.

### **Tobacco, Alcohol, and Drug Use:**

The use of tobacco products, alcohol, cannabis, or illegal drugs while instructing for the MPTC is strictly prohibited. If another instructor, Program Administrator, Program Coordinator, or Academy Director has reasonable suspicion to believe that an instructor is under the influence of drugs and/or alcohol in the workplace, that person will immediately report the information to both the Academy Director, Program Coordinator, or Program Administrator and the MPTC Chief of Training. Reasonable suspicion may be based on objective symptoms such as the person's appearance, behavior, or speech. This does not apply to alcohol or drug consumption that is part of the MPTC authorized curriculum.

Any violation of the tobacco, alcohol, and drug use policy may result in suspension or revocation of the instructor's certification by the Chief or Deputy Chief of Training and, if applicable, immediate termination of the instructor's state fiscal contract.

### **Internet and Social Media:**

Instructors are prohibited from creating or maintaining a social media account attributed to the MPTC.

Instructors are expected to handle their personal social media accounts appropriately outside of the office. Instructors should always work to ensure that their personal accounts clearly state that their views do not represent the MPTC. Please see MPTC Social Media Policy 1.02 effective September 16, 2020.

Any violation of the internet and social media policy may result in suspension or revocation of the instructor's certification by the Chief or Deputy Chief of Training and, if applicable, immediate termination of the instructor's state fiscal contract.

### **Zero Tolerance for Workplace Violence:**

Workplace violence undermines the integrity of the workplace and the personal safety and security of the individual employee.

Therefore, the Commonwealth of Massachusetts maintains a zero-tolerance policy for any type of workplace violence or threats of violence. All Commonwealth employees shall work in an environment that is free from any type of workplace violence, threats of violence, harassment (sexual or otherwise), and any specific acts or patterns of behavior that create a hostile work environment.

The Commonwealth's Zero Tolerance for Workplace Violence Policy can be found in its entirety at: <https://www.mass.gov/guides/guide-to-workplace-conduct#-harassment>

Any violation of the workplace violence policy may result in suspension or revocation of the instructor's certification by the Chief or Deputy Chief of Training and, if applicable, immediate termination of the instructor's state fiscal contract.

**Appealing a Revocation of Instructor Certification:**

An instructor does not have a right of appeal when an instructor certification has been: (a) suspended by the MPTC, or (b) revoked by the MPTC because the instructor's police certification was suspended or revoked by POST. For all other instructor certification revocations, there is a right to appeal as follows:

1. The Chief or Deputy Chief of Training shall notify an instructor in writing of the revocation of the instructor's certification. If the individual is employed by a law enforcement agency, a copy of the notice shall also be forwarded to the police chief or other hiring authority.
2. An appeal must be filed with the Chief of Training within 10 days after the date the written notice is received.
3. When an appeal is received, the Chief of Training shall, within a reasonable period, call a meeting of the Police Standards Subcommittee, a subcommittee of the Municipal Police Training Committee, for the purpose of holding a hearing on the appeal. At least four members of the Police Standards Subcommittee must be present at the hearing.
4. Once a hearing date has been mutually scheduled, each party is permitted one request for a continuance due to exigent circumstances. If either party fails to show for a scheduled hearing, then a default judgment shall be awarded to the party in attendance.
5. The hearing shall be conducted in accordance with G.L. c. 30A, §§ 10-11, and the *Standard Judiciary Rules of Practice and Procedure*, 801 CMR 1.02-1.03.
6. The instructor appealing is entitled to bring to the hearing any person(s) or material(s) that may help present the appeal.
7. The instructor appealing has the right to be represented by counsel or other representative(s) at their own expense. If the instructor appealing chooses to be represented, prior to the hearing the counsel or representative(s) must file a written notice of appearance stating name(s), addresses(s), and telephone number(s) with the Chief of Training.
8. The Police Standards Subcommittee shall reach its decision by majority vote, with each member present having one vote to: 1) uphold revocation of the instructor's certification and permanently bar the instructor from teaching for the MPTC; 2) suspend the instructor's certification for any period up to a maximum of ten years from the original revocation date; or 3) reinstate the instructor's certification.
9. The Chief of Training shall provide the instructor appealing with a copy of the Police Standards Subcommittee's written decision within thirty working days of the hearing's conclusion. Any party aggrieved by this final decision of the MPTC has a right of appeal to the Superior Court, as set forth in G.L. c. 30A, § 14, within 30 days of receiving the final decision.
10. Throughout the appeals period, the instructor's certification shall remain revoked, and the individual shall not serve as an instructor until a final decision has been rendered on the matter.

# Municipal Police Training Committee

## Code of Conduct Acknowledgement

MPTC Instructor Copy



*I acknowledge that the MPTC has the right and responsibility to amend instructor training standards as necessary. I also acknowledge that I have read and understand the above Code of Conduct. I further understand that my failure to comply with all the laws and regulations of the Commonwealth and the policies, procedures, and Code of Conduct of the MPTC may be cause for disciplinary action resulting in the suspension or revocation of my instructor certification and immediate termination of any state fiscal contract.*

X \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Signature



# Municipal Police Training Committee

## Code of Conduct Acknowledgement

MPTC Agency Copy

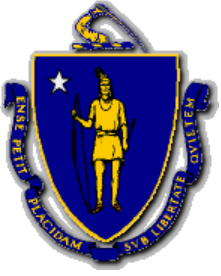


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X \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Signature



The Commonwealth of Massachusetts  
Executive Office of Public Safety and Security

One Ashburton Place, Room 2133  
Boston, Massachusetts 02108

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TTY Tel: (617) 727-6618  
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MAURA T. HEALEY  
Governor

TERRENCE M. REIDY  
Secretary

KIMBERLEY DRISCOLL  
Lieutenant Governor

**Return Completed Form to Human Resources**

**BACKGROUND INFORMATION REQUEST AND WAIVER**

(Please print clearly or type)

NEW EMPLOYEE: ☐

CONTRACT EMPLOYEE: ☐

NAME: \_\_\_\_\_  
LAST FIRST MIDDLE

PREVIOUS NAME AND/OR ALIAS: \_\_\_\_\_

RESIDENTIAL ADDRESS: \_\_\_\_\_  
(No PO boxes) NUMBER STREET CITY STATE/ZIP

HAVE YOU EVER RESIDED IN ANOTHER STATE? YES: \_\_\_\_\_ NO: \_\_\_\_\_

IF YES, WHICH STATE(S)? \_\_\_\_\_

SOCIAL SECURITY #: DATE OF BIRTH: \_\_\_\_\_

SEX: \_\_\_\_\_ RACE: \_\_\_\_\_

DRIVER'S LICENSE #: \_\_\_\_\_ STATE ISSUED: \_\_\_\_\_

CURRENT EMPLOYER: \_\_\_\_\_

I \_\_\_\_\_, hereby release, discharge, and exonerate the Executive Office of Public Safety, its agents and representatives, and any person so furnishing information, for any and all liability of every nature and kind arising out of the furnishing or inspection of such documents, records and other information or investigations made by or on behalf of the Executive Office of Public Safety.

I further understand that the Executive Office of Public Safety may conduct a background investigation which will include a check with any former employers, a criminal records check with the local police department, the state police, the Massachusetts Board of Probation, the Registry of Motor Vehicles and interviews with my character references.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_