



## STANDARD OPERATING PROCEDURE

### Instructor Certification and Hiring

To: All Staff

From: Robert Ferullo, Executive Director

Date: June 26, 2023

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The procedure processing an instructor's certification and contract has been updated effective Monday, June 26, 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. Instructor Academic Development Course (3 day) – for all individuals seeking to teach curriculum; **or**
  3. Instructor Tactical Development Course (3 day) – for individuals seeking certification in Applied Patrol Procedures, BOLA, Defensive Tactics, Firearms, First Responder, Simulations or Taser. This class was formerly referred to as PTAC.
- Processing of Rosters for Completed Prerequisite Courses: The lead instructor for each certification or development course will submit the class roster to the respective Program Coordinator, within 48 hours of class completion.
    - 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).
    - If the class roster is not received within 48 hours, the Program Coordinator will contact the lead instructor for the class to obtain a copy of the roster.
    - The Program Coordinator will close out the class within 24 hours after the roster is received.

### **INSTRUCTOR CERTIFICATION:**

Once the prerequisite courses have been completed, the individual must apply for instructor certification. *Instructor certification is not automatic upon completion of the courses.*

- The individual must apply for instructor certification through their ACADIS portal.
- When the completed application for instructor certification is submitted, the Instructor Certification Coordinator will approve or deny the application within five (5) business days.
- If the application is denied, the Instructor Certification Coordinator 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 that will be attached to the applicant's record. When all necessary documents are submitted, the Instructor Certification Coordinator will approve the applicant's instructor certification.

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

### **STATE CONTRACT:**

Instructors who wish to teach for, and be paid by the MPTC, must have an active state contract with the MPTC. A state contract with the MPTC is valid for five (5) years and must be renewed prior to expiration of the contract.

**NOTE:** The Hiring and active State Contract process must be completed before an MPTC instructor can teach.

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.

- Applying for a State Contract: A blank state contract with instructions can be found on our website at <https://www.mass.gov/how-to/receive-payment-for-instructional-services-instructor-contract>.
  - All applications for state contract should be emailed to [mptccontractorcontract@mass.gov](mailto:mptccontractorcontract@mass.gov).
  - Once the state contract application is received, the Human Resource Specialist will date stamp the contract, and log acceptance of the contract into the respective contract spreadsheet.
  - The Human Resource Specialist will confirm that instructor certification has been approved and issue the applicant a notice of receipt of the contract via email.
  - The Human Resource Specialist will check the paperwork for completeness. If an applicant is missing any documents, the Human Resource Specialist 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.
  - 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:
    - Complete a background check.
    - Hire the instructor in the Human Resources Compensation Management System (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 log in to Self Service Time and Attendance (SSTA).
    - Notify the Instructor Certification Coordinator, 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 [Training portal](#).
    - An automatic notice from ACADIS will go out to all instructors sixty (60) days prior to a contract expiring.
    - The Instructor Certification Coordinator 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 MPTC within 365 calendar days (26 pay periods), that instructor's contract will be terminated.

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

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

# 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 June 23, 2023                    | Read only – Do Not Return  |
|                      | Commonwealth of MA Terms and Conditions                       | For Your Review – Do Not Return  |
|                      | I-9 Employment Eligibility Verification Form                  | <b>To be provided to you by HR after you have been hired in HR/CMS</b> Complete, Sign and Return with copies of valid forms of ID: one document from List A <b>OR</b> one document from List B and one from List C - see page 3 for instructions |
|                      | MPTC Code of Conduct  | Complete, Sign page 6 only, Return   |
|                      | Background Information Request and Waiver                     | Complete, Sign and Return  |
|                      | W-4 Federal Tax Withholding Form                              | Complete, Sign and Return Page 1   |
|                      | M-4 State Tax Withholding Form                                | Complete, Sign and Return  |
|                      | Direct Deposit Form (Mandatory)                               | Complete, Sign and Return  |
|                      | Commonwealth of MA HR Contract Employee Disclosure Form       | Complete, Sign and Return  |
|                      | Massachusetts Deferred Compensation SMART Plan–Mandatory OBRA | Complete, Sign and Return all three pages  |
|                      | Social Security Administration 1945 Form                      | Complete, Sign and Return  |
|                      |   |  |
|                      | <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><br>(and d/b/a):  |               | <b>COMMONWEALTH DEPARTMENT NAME:</b> Municipal Police Training Committee<br><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 ____<br>(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><br><b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b><br>___ <b>Statewide Contract</b> (OSD or an OSD-designated Department)<br>___ <b>Collective Purchase</b> (Attach OSD approval, scope, budget)<br>___ <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)<br>___ <b>Emergency Contract</b> (Attach justification for emergency, scope, budget)<br><input checked="" type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget)<br>___ <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)  |               | <b>___ CONTRACT AMENDMENT</b><br>Enter <b>Current Contract End Date</b> <u>Prior</u> to Amendment: _____.<br>Enter <b>Amendment Amount:</b> \$ _____. (or "no change")<br><b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b><br>___ <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget)<br>___ <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget)<br>___ <b>Contract Employee</b> (Attach any updates to scope or budget)<br>___ <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> .<br><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<br>___ <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:<br><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.<br>___ 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.<br>___ 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><br><br>X: _____ Date: _____<br>(Signature and Date Must Be Handwritten at Time of Signature)<br>Print Name: _____<br>Print Title: _____   |               | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br><br>X: _____ Date: _____<br>(Signature and Date Must Be Handwritten at Time of Signature)<br>Print Name: <u>Denise Mellon</u><br>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

June 23, 2023

### **SCOPE OF SERVICES:**

Effective Fiscal Year 2023 (July 1, 2022), the contract extends 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 Municipal Police Training Committee (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 (is there a weight limit?). 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 Commonwealth of Massachusetts Human Resource Division [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.

**NOTE:** 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 break (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 (SSTA) 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.

**NOTE:** Instructors are to submit their hours in SSTA the same day as they provide training. If this is not possible, weekly submissions in SSTA are required no later than Thursdays at 5:00 pm.

**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>                  | = | 40 miles  |

Submitting Reimbursement for Travel:

- A Commonwealth of Massachusetts Travel Voucher 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 either MapQuest or Google Maps shall be included with the Travel Voucher Form. Mileage is currently being reimbursed at a rate of \$0.62 per mile but is subject to change.
- 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 MPTC 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 Commonwealth of Massachusetts mandatory training 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. Instructors will not 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.

In accordance with the [Executive Office of Technology Services and Security](#) (EOTSS) Policy, 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:**

If an instructor contracted with the MPTC has not worked and received compensation from the MPTC within 365 calendar days (26 pay periods), that instructor's contract will be terminated.

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 the Human Resources Compensation Management System (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

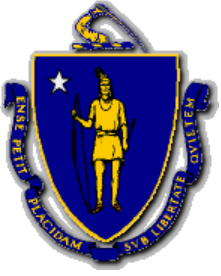


*I acknowledge that the MPTC has the right and responsibility to amend instructor training standards as necessary. I also acknowledge that I have read and understand the above Code of Conduct. I further understand that my failure to comply with all the laws and regulations of the Commonwealth and the 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



The Commonwealth of Massachusetts  
Executive Office of Public Safety and Security

One Ashburton Place, Room 2133  
Boston, Massachusetts 02108

Tel: (617) 727-7775  
TTY Tel: (617) 727-6618  
Fax: (617) 727-4764  
[www.mass.gov/eopss](http://www.mass.gov/eopss)

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: \_\_\_\_\_



**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)<br>(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

\_\_\_\_\_  
Printed Name

# Employee's Withholding Certificate

**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.**

OMB No. 1545-0074

**2023**

|   |   |           |   |
|---|---|-----------|---|
| <b>Step 1:</b><br><b>Enter Personal Information</b> | (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 <a href="http://www.ssa.gov">www.ssa.gov</a> . |
|   | City or town, state, and ZIP code   |           |   |
|   | (c) <input type="checkbox"/> Single or Married filing separately<br><input type="checkbox"/> Married filing jointly or Qualifying surviving spouse<br><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, other details, 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) Reserved for future use.

(b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below; **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 generally more accurate than (b) if pay at the lower paying job is more than half of the pay at the higher paying job. Otherwise, (b) is more accurate ☐

**TIP:** If you have self-employment income, see page 2.

**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.)

|  |   |             |    |
|--|---|-------------|----|
| <b>Step 3:</b><br><b>Claim Dependent and Other Credits</b> | If your total 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 for qualifying children and other dependents. You may add to this the amount of any other credits. Enter the total here . . . . .   | <b>3</b>    | \$ |
| <b>Step 4 (optional): Other Adjustments</b>                | (a) <b>Other income (not from jobs).</b> 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 . . . . . | <b>4(a)</b> | \$ |
|  | (b) <b>Deductions.</b> 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 . . . . .  | <b>4(b)</b> | \$ |
|  | (c) <b>Extra withholding.</b> Enter any additional tax you want withheld each <b>pay period</b> . . . . .   | <b>4(c)</b> | \$ |

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

## General Instructions

Section references are to the Internal Revenue Code.

### 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](http://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, Tax Withholding and Estimated Tax.

**Exemption from withholding.** You may claim exemption from withholding for 2023 if you meet both of the following conditions: you had no federal income tax liability in 2022 **and** you expect to have no federal income tax liability in 2023. You had no federal income tax liability in 2022 if (1) your total tax on line 24 on your 2022 Form 1040 or 1040-SR is zero (or less than the sum of lines 27, 28, and 29), 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 2023 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 15, 2024.

**Your privacy.** 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).

**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 income and self-employment taxes through withholding from your wages, you should enter the self-employment income on Step 4(a). Then compute your self-employment tax, divide that tax by the number of pay periods remaining in the year, and include that resulting amount per pay period on Step 4(c). You can also add half of the annual amount of self-employment tax to Step 4(b) as a deduction. To calculate self-employment tax, you generally multiply the self-employment income by 14.13% (this rate is a quick way to figure your self-employment tax and equals the sum of the 12.4% social security tax and the 2.9% Medicare tax multiplied by 0.9235). See Pub. 505 for more information, especially if the sum of self-employment income multiplied by 0.9235 and wages exceeds \$160,200 for a given individual.

**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.

If you (and your spouse) have a total of only two jobs, you may 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.** This step 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. 501, Dependents, Standard Deduction, and Filing Information. You can also include **other tax credits** for which you are eligible in this step, such as the foreign tax credit and the education tax credits. 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 2023 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. To be accurate, submit a new Form W-4 for all other jobs if you have not updated your withholding since 2019.

**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.

- 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 2023 itemized deductions (from Schedule A (Form 1040)). 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:
 

• \$20,800 if you're head of household  
 • \$27,700 if you're married filing jointly or a qualifying surviving spouse  
 • \$13,850 if you're single or married filing separately

}

. . . . . **2** \$ \_\_\_\_\_
- 3** If line 1 is greater than line 2, subtract line 2 from line 1 and enter the result here. 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)). 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 territories 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 Surviving Spouse**

| Higher Paying Job<br>Annual Taxable<br>Wage & Salary | Lower Paying Job Annual Taxable Wage & Salary |                      |                      |                      |                      |                      |                      |                      |                      |                      |                        |                        |
|--|---|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|------------------------|------------------------|
|  | \$0 -<br>9,999                                | \$10,000 -<br>19,999 | \$20,000 -<br>29,999 | \$30,000 -<br>39,999 | \$40,000 -<br>49,999 | \$50,000 -<br>59,999 | \$60,000 -<br>69,999 | \$70,000 -<br>79,999 | \$80,000 -<br>89,999 | \$90,000 -<br>99,999 | \$100,000 -<br>109,999 | \$110,000 -<br>120,000 |
| \$0 - 9,999  | \$0   | \$0                  | \$850                | \$850                | \$1,000              | \$1,020              | \$1,020              | \$1,020              | \$1,020              | \$1,020              | \$1,020                | \$1,870                |
| \$10,000 - 19,999                                    | 0   | 930                  | 1,850                | 2,000                | 2,200                | 2,220                | 2,220                | 2,220                | 2,220                | 2,220                | 3,200                  | 4,070                  |
| \$20,000 - 29,999                                    | 850   | 1,850                | 2,920                | 3,120                | 3,320                | 3,340                | 3,340                | 3,340                | 3,340                | 4,320                | 5,320                  | 6,190                  |
| \$30,000 - 39,999                                    | 850   | 2,000                | 3,120                | 3,320                | 3,520                | 3,540                | 3,540                | 3,540                | 4,520                | 5,520                | 6,520                  | 7,390                  |
| \$40,000 - 49,999                                    | 1,000   | 2,200                | 3,320                | 3,520                | 3,720                | 3,740                | 3,740                | 4,720                | 5,720                | 6,720                | 7,720                  | 8,590                  |
| \$50,000 - 59,999                                    | 1,020   | 2,220                | 3,340                | 3,540                | 3,740                | 3,760                | 4,750                | 5,750                | 6,750                | 7,750                | 8,750                  | 9,610                  |
| \$60,000 - 69,999                                    | 1,020   | 2,220                | 3,340                | 3,540                | 3,740                | 4,750                | 5,750                | 6,750                | 7,750                | 8,750                | 9,750                  | 10,610                 |
| \$70,000 - 79,999                                    | 1,020   | 2,220                | 3,340                | 3,540                | 4,720                | 5,750                | 6,750                | 7,750                | 8,750                | 9,750                | 10,750                 | 11,610                 |
| \$80,000 - 99,999                                    | 1,020   | 2,220                | 4,170                | 5,370                | 6,570                | 7,600                | 8,600                | 9,600                | 10,600               | 11,600               | 12,600                 | 13,460                 |
| \$100,000 - 149,999                                  | 1,870   | 4,070                | 6,190                | 7,390                | 8,590                | 9,610                | 10,610               | 11,660               | 12,860               | 14,060               | 15,260                 | 16,330                 |
| \$150,000 - 239,999                                  | 2,040   | 4,440                | 6,760                | 8,160                | 9,560                | 10,780               | 11,980               | 13,180               | 14,380               | 15,580               | 16,780                 | 17,850                 |
| \$240,000 - 259,999                                  | 2,040   | 4,440                | 6,760                | 8,160                | 9,560                | 10,780               | 11,980               | 13,180               | 14,380               | 15,580               | 16,780                 | 17,850                 |
| \$260,000 - 279,999                                  | 2,040   | 4,440                | 6,760                | 8,160                | 9,560                | 10,780               | 11,980               | 13,180               | 14,380               | 15,580               | 16,780                 | 18,140                 |
| \$280,000 - 299,999                                  | 2,040   | 4,440                | 6,760                | 8,160                | 9,560                | 10,780               | 11,980               | 13,180               | 14,380               | 15,870               | 17,870                 | 19,740                 |
| \$300,000 - 319,999                                  | 2,040   | 4,440                | 6,760                | 8,160                | 9,560                | 10,780               | 11,980               | 13,470               | 15,470               | 17,470               | 19,470                 | 21,340                 |
| \$320,000 - 364,999                                  | 2,040   | 4,440                | 6,760                | 8,550                | 10,750               | 12,770               | 14,770               | 16,770               | 18,770               | 20,770               | 22,770                 | 24,640                 |
| \$365,000 - 524,999                                  | 2,970   | 6,470                | 9,890                | 12,390               | 14,890               | 17,220               | 19,520               | 21,820               | 24,120               | 26,420               | 28,720                 | 30,880                 |
| \$525,000 and over                                   | 3,140   | 6,840                | 10,460               | 13,160               | 15,860               | 18,390               | 20,890               | 23,390               | 25,890               | 28,390               | 30,890                 | 33,250                 |

**Single or Married Filing Separately**

| Higher Paying Job<br>Annual Taxable<br>Wage & Salary | Lower Paying Job Annual Taxable Wage & Salary |                      |                      |                      |                      |                      |                      |                      |                      |                      |                        |                        |
|--|---|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|------------------------|------------------------|
|  | \$0 -<br>9,999                                | \$10,000 -<br>19,999 | \$20,000 -<br>29,999 | \$30,000 -<br>39,999 | \$40,000 -<br>49,999 | \$50,000 -<br>59,999 | \$60,000 -<br>69,999 | \$70,000 -<br>79,999 | \$80,000 -<br>89,999 | \$90,000 -<br>99,999 | \$100,000 -<br>109,999 | \$110,000 -<br>120,000 |
| \$0 - 9,999  | \$310   | \$890                | \$1,020              | \$1,020              | \$1,020              | \$1,860              | \$1,870              | \$1,870              | \$1,870              | \$1,870              | \$2,030                | \$2,040                |
| \$10,000 - 19,999                                    | 890   | 1,630                | 1,750                | 1,750                | 2,600                | 3,600                | 3,600                | 3,600                | 3,600                | 3,760                | 3,960                  | 3,970                  |
| \$20,000 - 29,999                                    | 1,020   | 1,750                | 1,880                | 2,720                | 3,720                | 4,720                | 4,730                | 4,730                | 4,890                | 5,090                | 5,290                  | 5,300                  |
| \$30,000 - 39,999                                    | 1,020   | 1,750                | 2,720                | 3,720                | 4,720                | 5,720                | 5,730                | 5,890                | 6,090                | 6,290                | 6,490                  | 6,500                  |
| \$40,000 - 59,999                                    | 1,710   | 3,450                | 4,570                | 5,570                | 6,570                | 7,700                | 7,910                | 8,110                | 8,310                | 8,510                | 8,710                  | 8,720                  |
| \$60,000 - 79,999                                    | 1,870   | 3,600                | 4,730                | 5,860                | 7,060                | 8,260                | 8,460                | 8,660                | 8,860                | 9,060                | 9,260                  | 9,280                  |
| \$80,000 - 99,999                                    | 1,870   | 3,730                | 5,060                | 6,260                | 7,460                | 8,660                | 8,860                | 9,060                | 9,260                | 9,460                | 10,430                 | 11,240                 |
| \$100,000 - 124,999                                  | 2,040   | 3,970                | 5,300                | 6,500                | 7,700                | 8,900                | 9,110                | 9,610                | 10,610               | 11,610               | 12,610                 | 13,430                 |
| \$125,000 - 149,999                                  | 2,040   | 3,970                | 5,300                | 6,500                | 7,700                | 9,610                | 10,610               | 11,610               | 12,610               | 13,610               | 14,900                 | 16,020                 |
| \$150,000 - 174,999                                  | 2,040   | 3,970                | 5,610                | 7,610                | 9,610                | 11,610               | 12,610               | 13,750               | 15,050               | 16,350               | 17,650                 | 18,770                 |
| \$175,000 - 199,999                                  | 2,720   | 5,450                | 7,580                | 9,580                | 11,580               | 13,870               | 15,180               | 16,480               | 17,780               | 19,080               | 20,380                 | 21,490                 |
| \$200,000 - 249,999                                  | 2,900   | 5,930                | 8,360                | 10,660               | 12,960               | 15,260               | 16,570               | 17,870               | 19,170               | 20,470               | 21,770                 | 22,880                 |
| \$250,000 - 399,999                                  | 2,970   | 6,010                | 8,440                | 10,740               | 13,040               | 15,340               | 16,640               | 17,940               | 19,240               | 20,540               | 21,840                 | 22,960                 |
| \$400,000 - 449,999                                  | 2,970   | 6,010                | 8,440                | 10,740               | 13,040               | 15,340               | 16,640               | 17,940               | 19,240               | 20,540               | 21,840                 | 22,960                 |
| \$450,000 and over                                   | 3,140   | 6,380                | 9,010                | 11,510               | 14,010               | 16,510               | 18,010               | 19,510               | 21,010               | 22,510               | 24,010                 | 25,330                 |

**Head of Household**

| Higher Paying Job<br>Annual Taxable<br>Wage & Salary | Lower Paying Job Annual Taxable Wage & Salary |                      |                      |                      |                      |                      |                      |                      |                      |                      |                        |                        |
|--|---|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|------------------------|------------------------|
|  | \$0 -<br>9,999                                | \$10,000 -<br>19,999 | \$20,000 -<br>29,999 | \$30,000 -<br>39,999 | \$40,000 -<br>49,999 | \$50,000 -<br>59,999 | \$60,000 -<br>69,999 | \$70,000 -<br>79,999 | \$80,000 -<br>89,999 | \$90,000 -<br>99,999 | \$100,000 -<br>109,999 | \$110,000 -<br>120,000 |
| \$0 - 9,999  | \$0   | \$620                | \$860                | \$1,020              | \$1,020              | \$1,020              | \$1,020              | \$1,650              | \$1,870              | \$1,870              | \$1,890                | \$2,040                |
| \$10,000 - 19,999                                    | 620   | 1,630                | 2,060                | 2,220                | 2,220                | 2,220                | 2,850                | 3,850                | 4,070                | 4,090                | 4,290                  | 4,440                  |
| \$20,000 - 29,999                                    | 860   | 2,060                | 2,490                | 2,650                | 2,650                | 3,280                | 4,280                | 5,280                | 5,520                | 5,720                | 5,920                  | 6,070                  |
| \$30,000 - 39,999                                    | 1,020   | 2,220                | 2,650                | 2,810                | 3,440                | 4,440                | 5,440                | 6,460                | 6,880                | 7,080                | 7,280                  | 7,430                  |
| \$40,000 - 59,999                                    | 1,020   | 2,220                | 3,130                | 4,290                | 5,290                | 6,290                | 7,480                | 8,680                | 9,100                | 9,300                | 9,500                  | 9,650                  |
| \$60,000 - 79,999                                    | 1,500   | 3,700                | 5,130                | 6,290                | 7,480                | 8,680                | 9,880                | 11,080               | 11,500               | 11,700               | 11,900                 | 12,050                 |
| \$80,000 - 99,999                                    | 1,870   | 4,070                | 5,690                | 7,050                | 8,250                | 9,450                | 10,650               | 11,850               | 12,260               | 12,460               | 12,870                 | 13,820                 |
| \$100,000 - 124,999                                  | 2,040   | 4,440                | 6,070                | 7,430                | 8,630                | 9,830                | 11,030               | 12,230               | 13,190               | 14,190               | 15,190                 | 16,150                 |
| \$125,000 - 149,999                                  | 2,040   | 4,440                | 6,070                | 7,430                | 8,630                | 9,980                | 11,980               | 13,980               | 15,190               | 16,190               | 17,270                 | 18,530                 |
| \$150,000 - 174,999                                  | 2,040   | 4,440                | 6,070                | 7,980                | 9,980                | 11,980               | 13,980               | 15,980               | 17,420               | 18,720               | 20,020                 | 21,280                 |
| \$175,000 - 199,999                                  | 2,190   | 5,390                | 7,820                | 9,980                | 11,980               | 14,060               | 16,360               | 18,660               | 20,170               | 21,470               | 22,770                 | 24,030                 |
| \$200,000 - 249,999                                  | 2,720   | 6,190                | 8,920                | 11,380               | 13,680               | 15,980               | 18,280               | 20,580               | 22,090               | 23,390               | 24,690                 | 25,950                 |
| \$250,000 - 449,999                                  | 2,970   | 6,470                | 9,200                | 11,660               | 13,960               | 16,260               | 18,560               | 20,860               | 22,380               | 23,680               | 24,980                 | 26,230                 |
| \$450,000 and over                                   | 3,140   | 6,840                | 9,770                | 12,430               | 14,930               | 17,430               | 19,930               | 22,430               | 24,150               | 25,650               | 27,150                 | 28,600                 |

FORM  
M-4

MASSACHUSETTS EMPLOYEE'S WITHHOLDING EXEMPTION CERTIFICATE

Rev. 11/19



Print full name .....

Social Security no. ....

Print home address.....

City..... State..... Zip .....

**Employee:**

File this form 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.** The more exemptions you claim on this certificate, the less tax withheld from your employer. If you claim more exemptions than you are entitled to, civil and criminal penalties may be imposed. However, you may claim a smaller number of exemptions without penalty. 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. Underwithholding may result in owing additional taxes to the Commonwealth at the end of the year.

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 withholdingg exemptions for your spouse or for any dependents that will not be claimed on your annual tax return.

If claiming a spouse, write "4" in line 2. Entering "4" makes a withholding system adjustment for the \$4,400 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.

**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<br>Net Pay | Excess<br>(check 1)      | Partial<br>Allowed?      | *Transit # | Account # | Checking or<br>Savings? | Leave<br>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 total of 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.

**Revised 06/08/15**



# 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](http://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.

### INVESTMENT OPTION NAME

### INVESTMENT OPTION CODE (Internal Use Only)

SMART Capital Preservation Fund..... MELINC..... 100%

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**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)

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**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](http://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

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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](http://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 \_\_\_\_\_

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## 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](http://www.socialsecurity.gov/online/ssa-1945.pdf). Paper copies can be requested by email at [ofsm.oswm.rqct.orders@ssa.gov](mailto: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.