

COMMONWEALTH

REGISTER

COMMONWEALTH REGISTER VOLUME 18 NUMBER 11 NOVEMBER 15, 1996

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PUBLIC NOTICE OF ADOPTION OF REGULATION

The Board of Directors of the Northern Marianas Housing Corporation (NMHC), in accordance with the authority provided by 2 CMC 4432 et. seq., hereby adopts, as a final regulation, the resolution of the Board of Directors of NMHC, regarding the minimum rent for NMHC Section 8 housing units, as published in the November 15, 1996, Commonwealth Register beginning at page , a copy of which follows this Notice.

This regulation shall become effective immediately upon its publication in the Commonwealth Register.

JUAN S. DRIO Chairman, Board of Directors

MARYLOUA. SIROK Corporate Director

124-25-1995 ГЕ DATE

Qut 25, 1996

FILED BY:

RECEIVED BY:

DONNA J.

OFFICE OF THE GOVERNOR

<u>II/1/96</u>

11/1/96

NOVEMBER 15, 1996 PAGE 14461 COMMONWEALTH REGISTER VOLUME 18 NUMBER 11

P.O. BOX 514, Saipan, MP 96950



Tels: (670) 234-6866 234-9447 234-7689 234-7670 Fax: (670) 234-9021

MATAWAL WOOL NORTHERN MARIANAS HOUSING CORPORATION

ARONGORONG REEL ADOPTION-NUL ALLEGH

Mwischil <u>Board of Diretors</u> mereel <u>Northern Marianas Housing Corporation (NMHC)</u>, sangi bwangil mellol 2 CMC 4432 et. seq., nge iye a adaptali allegh kkaal ngare aighuughul, igha mangemangiir mwiisch-il <u>Board of Directors</u> NMHC, reel lemelemil adkiloonul iimw elo llol milkka reghal ira bwe NMHC <u>Section 8 Housing Units</u>, iwe aa takkal toowow mellol <u>Commonwealth Register</u> llol marAm ye Aremwoy (<u>November</u>) 15, 1996, iye e bweleta llol scheel tiliigh ye ______, iye eyoor kopiyaal mwiril arongorong yeel.

Aweewe kkaat nge ebwe lleghelo ngare schagh e toolong llol Commonwealth Register.

JUAN S. JENORIO Chairman, Board of Directors

MARYLOÜADA SIROK Corporate Director

Isalliival: SOLEDAD B

Registrar of Corporations

Received by:

Donna J. Cruz

Office of the Governor

Sarobwe'1 30, 1996

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Sarobwe'1 30, 1996 Ral

COMMONWEALTH REGISTER VOLUME 18 NUMBER 11 NOVEMBER 15 1996 PAGE 14462 "NMHC is an equal employment and fair housing public agency"

Rota Fleid Office: Tel. (670) 532-9410 Fax (670) 532-9441 Tinian Field Office: Tel. (670) 433-9213 Fax (670) 433-3690

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NORTHERN MARIANAS ISLANDS HOUSING CORPORATION

NUTISIAN PUPBLIKU PUT I MA'ADAPTA REGULASION

I Board of Directors I Northern Marianas Housing Corporations (NMHC) sigun gi aturidat ni ma'pribiniyi ginen 2 CMC 4432 et. seq., ginen este ha adapta komu uttimu regulasion, I resulasion Board of Directors I NMHC, put I mas menos na atkilon para I Seksion 8 na guma'NMHC para, ni esta ma'pupblika gi Nobembre 15, 1996, halom I Rehistran Commonwealth ni matutuhon gi pahina ______, i kopia ni chechetton yan este na notisia.

Este na Regulazion para u efektibu ensegidas despus di ma'publika huyong gi halom i Rehistran Qommonwealth.

JUAN S. NENORIO Chairman, Board of Directors

MARYLOU ADA SIROK Corporate Director

MA SATMITI GUATU AS:

ORAN KOTPORASION

Received by:

Donna J. Cryz Office of the Governor

October 30, 1996

October 30, 1996

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COMMONWEALTH REGISTER VOLUME 18 NUMBER 11 NOVEMBER 15, 1996 PAGE 14463 "NMHC is an equal employment and fair housing public agency"

Rota Fleid Office: Tel. (670) 532-9410 Fax (670) 532-9441 Tinian Field Office: Tel. (670) 433-9213 Fax (670) 433-3690

NOTICE OF EMERGENCY REGULATION

The Board of Directors of the Northern Marianas Housing Corporation (NMHC) find that the public interest and welfare requires the adoption, on an emergency basis, of a regulation setting the minimum rent for NMHC Section 8 housing units.

NMHC leases subsidized housing units under a program administered by the U.S. Department of Housing and Urban Affairs (HUD). Pursuant to HUD Notice PIH 96-81 (HA), all Public Housing Authorities (PHAs), including NMHC, are required to adopt a minimum rent for their Section 8 housing units. In order to implement this HUD directive prior to the annual recertification of the tenants in its Section 8 housing units, which will take place prior to January 1, 1997, NMHC finds that the minimum rent for its Section 8 housing must be adopted immediately. Based upon this, NMHC finds that the public interest requires that this regulation become effective upon less than thirty (30) days notice. This regulation shall become effective immediately upon concurrence of the Governor and filing with the Registrar of Corporations; and shall remain effective for a period of one hundred twenty (120) days.

NMHC further gives notice of its intent to adopt this regulation setting the minimum rent for its Section 8 housing units as a permanent regulation.

All interested persons are hereby given the opportunity to submit data, views, and other comments in writing concerning the proposed amendments to these regulations. Written comments must be submitted to the Northern Marianas Housing Authority, P.O. Box 514, Saipan, MP 96950, in Garapan, no later than the close of business thirty (30) calendar days following the date of publication of this notice.

This regulation is adopted pursuant to 2 CMC 4432 et. seq., and in accordance with 1 CMC 9104(b).

ISSUE

JUAN SATENORIO Chairman, Board of Directors

MARYLOU A. SIROK Corporate Director

AMENDMENTS TO BE CONCURRED BY:

MD FROI C. TE JORIO

Governor

1/96



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RESOLUTION OF THE BOARD OF DIRECTORS

NO. 01-1996

RESOLUTION ESTABLISHING THE MINIMUM RENTAL RATE FOR SECTION 8 HOUSING FOR FEDERAL FISCAL YEAR 1997.

WHEREAS, the Department of Housing and Urban Affairs (HUD), through Notice PIH 96-81 (HA), has notified the Northern Marianas Housing Corporation (NMHC) that all Public Housing Authorities (PHAs), including NMHC, must adopt a "minimum rent" for their Section 8 housing units for the 1997 Federal Fiscal Year.

WHEREAS, HUD has determined that each public housing resident (other than a mutual help homebuyer) is required to pay a monthly "minimum rent" of up to \$50.00 as determined by the HA may set the minimum rent anywhere from zero to fifty dollars (\$0 to \$50.00). (Unless the rent is capped by a ceiling rent, a family must pay the greatest of 30 percent of monthly adjusted income, 10 percent of monthly income, the welfare rent, or any minimum rent of up to \$50.00.)

WHEREAS, NMHC has a number of housing units that are part of the Section 8 program administered by HUD, and which are therefore subject to said Notice.

WHEREAS, this requirement from HUD will effect all NMHC Section 8 tenants, as the leases of all NMHC Section 8 tenants are coming up for recertification, and must be recertified prior to January 1, 1997.

WHEREAS, it will be impossible for NMHC to adopt a minimum rental rate, in accordance with the notice periods set forth in the APA, and prior to its recertification of its Section 8 tenants.

THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE NORTHERN MARIANAS HOUSING CORPORATION, that the minimum rent for all NMHC Section 8 housing units shall be fifty dollars (\$50.00).

BE IT FURTHER RESOLVED, that this minimum rental rate shall become effective for each Section 8 tenant who is certified and/or recertified after the adoption of this resolution.

BE IT FURTHER RESOLVED, that this Resolution shall become effective, as an Emergency Regulation, for a period of one hundred twenty (120) days, upon its adoption by the Board, and approval by the Governor, in compliance with the terms of the CNMI APA.

BE IT FURTHER RESOLVED, that during the pendency of the effectiveness of this resolution as an emergency regulation, it shall be published in the Commonwealth Register as a proposed regulation and that after a review of any public commentary, this resolution shall be reviewed by the Board, and a final regulation shall be adopted and published.

Adopted by the Northern Marianas Housing Corporation on the <u>30th</u> day of <u>Otober</u>, 1996.

v Allford

Marylou A. Sirok Corporate Director

I hereby certify that the foregoing resolution of the Northern Marianas Housing Corporation was unanimously and duly adopted on this <u>30th</u> day of <u>october</u>, 1996.

Martin DLG San Nicolas

Secretary

Attested to by:

Juan S. Tenorio Chairman, Northern Marianas Housing Corporation

Approved as to form by:

David A. Wiseman Legal Counsel

RDC:vsdlc c:\0526A30B.WPD





GOVERNMENT OF THE NORTHERN MARIANA ISLANDS DEPARTMENT OF PUBLIC HEALTH-ENVIRONMENTAL SERVICES

PUBLIC NOTICE

As required by Title II of the Americans With Disabilities Act of 1990, the Department of Public Health, including the Commonwealth Health Center, hereby notifies the public that it does not discriminate against individuals with disabilities seeking services from, or desiring to participate in programs offered by, the Department of Public Health.

Any person who believes that he or she is being denied services or benefits by the Department of Public Health or is being excluded from participation in programs or activities offered by the Department of Public Health as a result of a disability, or any person who has any questions, concerns, complaints, or requests for additional information about the Department of Public Health's compliance with the Americans With Disabilities Act may contact any of the following persons:

Greg Calvo, Deputy Secretary for Hospital Administration Dr. Stephen Sullivan, Director of Medical Affairs Hank Hettmansperger, Chief of General Support Services Sarah Hunt, Director of Vocational Rehabilitation Services

> Department of Public Health Commonwealth Health Center

P.O. Box 409 CK Saipan, MP 96950 Phone: (670) 234-8950 Fax: (670) 234-8930

Individuals who need auxiliary aids for effective communication in programs or services of the Department of Public Health are invited to make their needs known to any of the individuals listed above.





GOVERNMENT OF THE NORTHERN MARIANA ISLANDS DEPARTMENT OF PUBLIC HEALTH-ENVIRONMENTAL SERVICES

DEPARTMENT OF PUBLIC HEALTH Compliance With Section 504 Of The Rehabilitation Act of 1973 And Title II Of The Americans With Disabilities Act of 1990

GRIEVANCE PROCEDURE

It is the policy of the Department of Public Health to comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, and regulations promulgated thereunder at 45 CFR Part 84, and Title II of the Americans With Disabilities Act of 1990, 29 U.S.C. §§ 12131-12134, and regulations promulgated thereunder at 28 CFR Part 35. These regulations provide, in part, that "[n]o qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance," and that "[n]o qualified individual with a disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subject to discrimination by any public entity." See 45 CFR §84.4(a), and 28 CFR §35.130(a), respectively.

If any individual has reason to believe that the Department of Public Health is not complying with the requirements of Section 504 of the Rehabilitation Act of 1973 or Title II of the Americans with Disabilities Act of 1990, and their respective regulations, he or she may file a grievance pursuant to the procedure set forth below. Any person wishing to examine the above referenced statutes and regulations may contact Mr. Greg Calvo, Deputy Secretary for Hospital Administration, at the Commonwealth Health Center (phone: 234-8950). Mr. Calvo is one of the individuals designated to coordinate the efforts of the Department of Public Health in complying with the regulations implementing §504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990.

Grievance Procedure

1. Any person who believes he or she has been subjected to discrimination on the basis of disability (the "Complainant"), in contradiction of the policies stated above, may file a grievance under this procedure. It is against the law for the Department of Public Health to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

2. The Complainant must submit his or her grievance to Mr. Greg Calvo (the "Compliance Coordinator"), within 30 days from the date the Complainant becomes aware of the alleged discriminatory action.

3. The grievance must be in writing, contain the name and address of the Complainant, provide a complete description of the problem or action alleged to be discriminatory, including any documents to support the claim, and state the remedy or relief sought by the Complainant. The Complainant should also state in the grievance whether he or she would like to present evidence at a hearing.

4. If the Complainant has requested a hearing, the Compliance Coordinator shall schedule a hearing within ten (10) days from the date the grievance is submitted by the Complainant. The Compliance Coordinator and two other Department of Public Health administrators shall preside at the hearing. The Complainant may then present evidence through oral testimony, witnesses, and exhibits. The Complainant shall have the right to be represented by a person of his or her choice at the hearing.

5. The Compliance Coordinator, or his or her designee, shall conduct an investigation of the grievance to determine its validity. This investigation may be informal, but it must be thorough, affording all interested persons an opportunity to submit evidence relevant to the grievance. The Compliance Coordinator shall maintain the files and records of the Department of Public Health relating to such grievances.

6. The Compliance Coordinator shall issue a written decision on the grievance no later than thirty (30) days from the date the written grievance is submitted, or if a hearing is requested, thirty (30) days from the date the hearing is held.

7. The Complainant may appeal the decision of the Compliance Coordinator by filing an appeal with the Deputy Attorney General for Administration, Office of the Attorney General, Administration Building, Second Floor, Capitol Hill, within 15 days of receiving the Compliance Coordinator's decision. The person hearing the appeal shall be impartial as demonstrated by the absence of prior involvement in substantive aspects of the filed grievance.

8. The Deputy Attorney General for Administration shall issue a written decision in response to the appeal no later than thirty (30) days from receipt of the appeal.

9. The availability and use of this grievance procedure does not preclude a person from filing a complaint of discrimination on the basis of disability or any action prohibited by the regulations implementing Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 with the U.S. Department of Health and Human Services, Office for Civil Rights, 50 United Nations Plaza, Room 322, San Francisco, California, 94102; telephone number (415) 556-8586 - Voice and TDD; FAX (415) 556-5165.

10. The Compliance Coordinator shall be responsible for ensuring that arrangements are made to enable disabled persons to participate in or make use of this grievance process on the same basis as non-disabled individuals. Such arrangements may include, but are not limited to, the provision of interpreters for the deaf, providing taped cassettes of material for the blind, and assuring a barrier-frée location for the proceedings.

Dr. Isanu J. Abraham Secretary of Health Department of Public Health



Public Defender

Commonwealth of the Northern Mariana Islands

November 6, 1996

PUBLIC NOTICE

OFFICE OF THE PUBLIC DEFENDER

PROPOSED REGULATIONS

The Public Defender hereby provides public notice of the proposed regulations concerning eligibility. These regulations are promulgated in order to increase the Public Defender eligibility standards in order to make our indigent defense services available to a larger number of indigent persons in the CNMI. In addition, the rules will set forth the procedure for eligibility determinations in order to unify and standardize the eligibility determination procedure and bring it into compliance with existing law. These regulations are promulgated by the Office of the Public Defender under the authority of $1 \text{ CMC } \S 2204$.

The proposed regulation is published in the Commonwealth Register. Copies of the Commonwealth Register may be obtained from the Attorney General's Office.

Anyone interested in commenting on this proposed regulation may do so in writing addressed to the Public Defender, Commonwealth of the Northern Mariana Islands, P.O. Box 10007, Saipan, MP 96950, not later than thirty (30) days from the date of its publication in the Commonwealth Register.

Issued by:

J. DeRienzo

Public Defender

provéd by:

Froilan Governor

Filed and Recorded by:

Soledad B. Sasamoto **Registrar of Corporations**

11.6-96

Date

Date

Date

COMMONWEALTH REGISTER VOLUME 18 NUMBER 11 NOVEMBER 15, 1996 PAGE 14472 Civic Center Complex · P.O. Box 10007 · Salpan, MP 96950 Tel: 011 (670) 234-6215 · 234-6503 · 234-2421 · Facsimile: 011 (670) 234-1009 Public Defender Commonwealth of the Northern Mariana Islands

Nobembre 06, 1996

NUTISIAN PUPBLIKU

OFISINAN PUBLIC DEFENDER (DIFENSOT PUPBLIKU)

I MAPROPOPONI NA REGULASION

I Public Defender (Difensot Pupbliku) ginen este ha pribiniyi huyong nutisian i mapropoponi na regulasion put elihipble. Este siha na regulasion manma laknos put para u aomenta i areklamenton hayi elihipble para setbisiun manchatsaga gi bandan manmadifendi para u aomenta numirun manchatsaga siha na petsona gi halom CNMI. Lokkue', i areklamento para u na'guaha kinalamten para u maditetmina hayi man elihipble put para u mana parehu yan kalamtini i diteminasion elihipblidat yan u akonfatma yan i manpresenti siha na lai. Este siha na regulasion manma laknos ginen i Ofisinan Public Defender (Public Defender) gi papa aturidat 1 CMC § 2204.

I manmapropoponi na regulasion mapublika huyong gi Rehistran Commonwealth. Hayi interesante na petsona siña mañule kopian i Rehistran Commonwealth guatu gi Ofisinan Attorney General.

Hayi siha na petsona man interesante mamatinas komentu put i mapropoponi na regulasion siña matuge' papa ya u ma address guatu gi Public Defender, Commonwealth of the Northern Mariana Island. P.O. Box. 10007. Saipan, MP 96950, ti u mas di trenta (30) dias anai malaknos este na putisia gi Rehistran Commonwealth.

Linaknos as:

niel I. DeRienzo **Public Defender**

nanrueña as

Froilan C. Zenorio Gubetno

Pine'lo yan Ma'rekod as:

Soledad B. Sasamoto Rehistradoran Kotporasion

Fecha

Fecha

COMMONWEALTH REGISTER VOLUME 18 NUMBER 11 NOVEMBER 15, 1996 PAGE 14473 Civic Center Complex • P.O. Box 10007 • Saipan, MP 96950 Tel: 011 (670) 234-6215 • 234-6503 • 234-2421 • Facsimilie: 011 (670) 234-1009



Public Defender Common wealth of the Northern Mariana Islands

remvoy(Nov.) 6, 1996

ARONGORONGOL TOULAP

Bwulasiyool Public Defender

POMOL AWEEWE

Bwelle reel milleel <u>Public Defender</u> e ayoora arongorongol toulap reel pomol aweewe kkaal bwelle reel mille <u>eligibility</u>. Aweewe kkaal nge ebwe akkatééló bwelle ebwe alapalapaaló mille <u>Public Defender eligibility standard</u> reel alillisil ngáliir aramas affaiyé llól CNMI. Aweewe kkaal nge bwe toowow bwe ebwe affata afalafalal mille <u>eligibility determination</u> bwelle reel ebwe aschuuw me ebwe ppagh afalafalal mille <u>eligibility determination</u> ngáli llól allégh kkeey. Aweewe kkaal nge e akkatééwow mereel bwulasiyool <u>Public Defender</u> sángi mereel bwángil 1 CMC § 2204.

Pomol aweewe kkaal nge e arongowow mellól <u>Commonwealth Register</u>, kopiyaal nge emmwál ebwe bweibwogh mereel Bwulasiyool <u>Attorney General</u>.

Iyo e tipeli ebwe isisilong aiyegh ngáre mangemang reel pomol aweewe kkaal ebwe féérú schagh, ebwe iisch ngáli <u>address</u>-sil <u>Public Defender</u>, <u>Commonwealth</u> Matawal Wóól Falúwal <u>Maríanas</u>, P.O Box:10007, <u>Saipan</u>, MP 96950, essóbw aluuw ló eliigh(30) rái sángi mereel rál la garongowow mellól <u>Commonwealth Register</u>.

Mereel: Daniel J. DeRienzo Public Defender Received by Apilughuhagh 🖄 Freilan C. Tener Gahenno Isálival

Soledad B. Sasamoto Registrar of Corporation

COMMONWEALTH REGISTER VOLUME 18 NUMBER 11 NOVEMBER 15, 1996 PAGE 14474 Civic Center Complex · P.O. Box 10007 · Salpan, MP 96950 Tel: 011 (670) 234-6215 · 234-6503 · 234-2421 · Facsimilie: 011 (670) 234-1009

CERTIFICATION

I, Daniel J. DeRienzo, Public Defender, Office of the Public Defender, which is promulgating the RULES AND REGULATIONS GOVERNING THE ADMINISTRATION OF PUBLIC DEFENDER ELIGIBILITY, do hereby certify that such Regulations, printed in full below, are a true, complete, and correct copy of the proposed PUBLIC DEFENDER REGULATIONS, formally adopted by the Office of the Public Defender. I declare under penalty of perjury that the forgoing is true and correct, and that this declaration was executed on the <u>6411</u> day of <u>November</u>, 1996, at Saipan, Commonwealth of the Northern Mariana Islands.

0 Daniel J. DeRienzo

Public Defender

OFFICE OF THE PUBLIC DEFENDER PROPOSED RULES AND REGULATIONS GOVERNING THE ADMINISTRATION OF PUBLIC DEFENDER ELIGIBILITY

The Office of the Public Defender, pursuant to its duties and responsibilities under 1 CMC §§ 2203 and 2204, promulgates these regulations.

1. AUTHORITY

These regulations are promulgated by the Office of the Public Defender pursuant to 1 CMC § 2204.

2. PURPOSE

These regulations are promulgated in order to increase the Public Defender eligibility standards in order to make our indigent defense services available to a larger number of indigent persons in the CNMI. In addition, the rules will set forth the procedure for eligibility determinations in order to unify and standardize the eligibility determination procedure and bring it into compliance with existing law.

3. BACKGROUND

The Sixth Amendment to the United States Constitution and Article I, Section 4(a) of the Northern Marianas Islands Constitution guarantees to all persons accused of a crime the right to counsel. Every person accused of a crime who cannot afford to hire an attorney must be provided with counsel before he or she can be sentenced to jail or prison. These regulations set maximum income levels and procedural guidelines for those individuals applying for indigent defense services.

4. DEFINITIONS

(a) "Applicant" means any defendant in criminal cases before the courts of the Commonwealth or before courts having appellate jurisdiction over cases before the courts of the Commonwealth wishing to apply for indigent defense services.

(b) "Household Gross Annual/Monthly Income" means salary, receipts, or proceeds of a business before deduction or expenditures for any purpose. The calculation of Household Gross Annual/Monthly Income shall include income from whatever source derived and shall include the income of each person living in the household. In juvenile cases, the Household Gross Annual/Monthly Income shall include the income of both parents.

(c) "Liquid Assets" means those assets which are readily convertible to cash and include, but are not limited to cash, bank accounts, time certificates, stock, bonds, etc.

5. PUBLIC DEFENDER SERVICES

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The Office of the Public Defender has the following powers and duties:

(a) To defend indigent defendants in criminal cases before the courts of the Commonwealth or before courts having appellate jurisdiction over cases before the courts of the Commonwealth;

(b) To render legal assistance to those persons who are in need of legal counseling and who are unable to afford the services of private counsel.

5. FINANCIAL ELIGIBILITY

(a) Persons shall be eligible for Public Defender's assistance or other available indigent defense services if they fall within the following maximum income levels:

Household Gross Annual Income ¹	Gross Monthly Income ²
\$10,800	\$900
\$14,400	\$1,200
\$18,000	\$1,500
\$21,600	\$1,800
\$25,200	\$2,100
\$28,800	\$2,400
\$32,400	\$2,700
\$36,000	\$3,000
	\$10,800 \$14,400 \$18,000 \$21,600 \$25,200 \$28,800 \$32,400

(b) The judge before whom such applicant is appearing must also take into consideration Assets, both liquid and non-liquid as follows:

(1) Liquid assets may not exceed \$3,000 per person in household.

(2) Substantial non-liquid assets will result in denial of eligibility.

²For Family units with more than eight members, add \$300 for each additional member in the family.

¹For Family units with more than eight members, add \$3,600 for each additional member in the family.

(c) The eligibility of a person shall terminate at such time when the economic circumstances of such applicant change sufficiently to enable him or her to pay a reasonable attorney fee. Under these circumstances it should be presumed that a change of attorney will have an adverse effect on the applicant's/defendant's position in the matter. The assigned indigent defense attorney shall complete the case at the court level which is in process, unless it is reasonably certain to the indigent defense attorney that a change of attorney will not prejudice the client.

6. PROCEDURE FOR APPLYING FOR INDIGENT DEFENSE ELIGIBILITY

(a) 1 CMC §2204 states that "[t]he determination as to whether a defendant be indigent or whether a person is unable to afford a private attorney . . . *shall* be at the discretion of the judge before whom such person is appearing." (1 CMC §2204, emphasis added). The clear language of the statute gives exclusive discretion, as to eligibility, to the judge before whom the person is appearing. The Commonwealth Superior Court or courts having appellate jurisdiction over cases before the courts of the Commonwealth shall make eligibility determinations prior to the appointment of the Public Defender or any other indigent defense attorney in all criminal, juvenile and traffic cases.

(b) No judge shall delegate, assign, transfer, relinquish or abdicate this responsibility to another individual, including the Public Defender, other defense attorneys, the Attorney General's Office or the Superior Court Office of Probation. The Office of Probation, however, may assist in the gathering of any and all information as may be required. Any and all information or records obtained during the financial eligibility process shall be kept strictly confidential and may not be released to the public, the media or either party to the action for any purpose whatsoever.

(c) Eligibility determinations shall be made at the initial appearance, or as soon thereafter as possible, but in any event prior to the appointment of counsel and arraignment. The Public Defender or appointed defense counsel shall commence representation upon reciept of a written order from the court appointing counsel and finding that the defendant is indigent.

7. CHALLENGES TO ELIGIBILITY DETERMINATIONS

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The following procedures shall be used in challenging the eligibility or denial of indigent defense services.

The aggrieved person making such challenge shall submit to the judge presiding over the case a written statement outlining any and all information pertinent to the eligibility determination. Upon receipt of the written grievance(s), the judge presiding over the case shall issue a written opinion stating the reasons for denial of indigent defense services. The aggrieved person may appeal the adverse decision to the Presiding Judge of the Superior Court of the Commonwealth of the Northern Mariana Islands.

8. SEVERABILITY If any provision of this regulation or the application of such provision to any person or circumstance should be held invalid by a court of competent jurisdiction, the remainder of this regulation or the application of its provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

Issued by: J. DeRienzo Public Defender Approvedby Froilan C7 Tenorío Governor

Filed and Recorded by:

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Soledad B. Sasamoto **Registrar of Corporations**

Date

Date

11/6/96

Date





PUBLIC NOTICE

PROPOSED AMENDMENT TO THE ELECTRIC SERVICE **REGULATIONS OF THE COMMONWEALTH UTILITIES CORPORATION**

Governor Froilan C. Tenorio and Lt. Governor Jesus C. Borja, through the Commonwealth Utilities Corporation Board of Directors, pursuant to the authority of the Commonwealth Utilities Act, hereby gives notice to the public of its proposed attached Amendments to the Electric Service Regulations of the Commonwealth Utilities Corporation regarding Safety Clearances surrounding CUC Lines and Equipment.

All interested persons are requested to submit data, views, or arguments, in writing, concerning the proposed amendments to the Commonwealth Utilities Corporation Electric Service Regulations. Written comments must be submitted to the Executive Director, Commonwealth Utilities Corporation, not later than the close of business thirty (30) calendar days following the date of the publication of this Notice.

Dated this October, 1996:

man, Board of Directors

TIMC

Executive Director

Received by:

Donna J. Cruz

Office of the Sovernor

Date: /0

Filed by:

Soledad B. Sasamoto **Registrar of Corporations**

Date: 10/31/96

P.O. Box 1220, Saipan, MP 96950 Tel: 322-6020 • Nax: 322-4323 VOLUME 18 NUMBER 11 NOVEMBER 15, 1996 PAGE 14480 COMMONWEALTH REGISTER





NUTISIAN PUPBLIKU

I MA PRUPOPONI NA AMENDASION GI REGULASION I COMMONWEALTH UTILITIES CORPORATION PUT SETBISION ELEKTRISIDA SIHA

I Gobietno as Froilan C. Tenorio yan I Segundo Gobietno Jesus C. Borja sigun gi Commonwealth Utilities Corporation Board of Directors, sigun i aturidat ni gaigi gi halom i Akton Commonwealth Utilities, ginen este ha notitisia I pupbliku nu este propositun Amendasion siha ni gaigi gi halom i Regulasion Setbision Elektrisidat gi halom i Commonwealth Utilities Corporation put este i Safety Clearance gi oriyan CUC Lines yan hafa siha na Ramienta.

Todu interesante na petsona siha manma faifaisen na para hu fana'halom infotmasion, opinion osino atgumentu siha gi tinige put i manma propoponi siha na Amendasion gi Regulasion i Commonwealth Utilities Corporation put Setbision Elektrisda siha. Todu i tinige siha yan komento siha debi di hu fanma satmiti guatu gi i Direktot Eksatibu, Commonwealth Utilities Corporation antes di i ma uchum i bisness trenta (30) dia kalendario despues di i fecha ni ma pupblika-na este na nutisia.

Ma fecha gi este i mina _____ gi Oktubre, 1996:

BENJAM ABLAN

Chairman, Board of Directors

TIMOTHY P. VILLAGOMEZ

Executive Director

Ma satmiti as:

Marisibi as:

Donna S. Cruz Ofisinan Gobietnu

Fecha:

Soledad B. Sasamoto Rehistrasion Kotporasion

Fecha:

P.O. Box 1220, Saipan, MP 95950 Tel: 322-5020 • Jax: 322-4323 VOLUME 18 NUMBER 11 NOVEMBER 15, 1996 PAGE 14481

COMMONWEALTH REGISTER





ARONGONRONGOL TOULAP

REEL POMOL IGHA EBWELLIIWEL AWEEWE KKA LLÓL ALILLISIL ELEKTRISIDÓÓD SÁNGI MELLÓL <u>COMMONWEALTH UTILITIES CORPORATION</u>

Gobenno Froilan C. Tenorio me Sigundo Gobenno Jesus C. Borja mereel <u>Commonwealth</u> <u>Utilities Corporation Board of Directors</u> sángi mereel Bwángil mellól <u>Commonwealth</u> <u>Utilities Act</u>, bwelle reel mille ekke arongaar toulap reel pomol igha ebwe lliiwel Aweeweel Alillisil Elektrisidóód mellól <u>Commonwealth Utilities Corporation</u> bwelle reel mille <u>Safety</u> <u>Clearance</u> me orol CUC <u>Lines</u> me Pisaghil.

Rekke amwescháliir aramas bwe rebwe ischilong yaar data, views, ngáre <u>arguments</u> bwelle reel pomol igha ebwe Iliiwel aweeweel alillisil elektrisidóód, ebwe isisilong yaami mángemáng ngare aiyegh reel bwulasiyool <u>Executive Director</u>, <u>Commonwealth Utilities</u> <u>Corporation</u>, essóbw aluuw lo Ilol (30) rál sangi rál la e isisiwow arongorong yeel.

Rál _____ October, 1996:

BENJAMINIA. SABLAN Chairman, Board of Directors

Bwughiyal:

DONNA J. ¢RUZ/ Bwulasiyool Gobenno

Rál:

TIMOTHY 🖗. **Executive Director**

Isaliyal:

SOLEDAD B. SASAMOTO Registrar of Corporation

Rál: 10/31/96

14482

#.@. Box 1220, Saipan, MP 96950 Tel: 322-6020 ● Hax: 322-4323 VOLUME 18 NUMBER 11 NOVEMBER 15, 1996 PAGE

PROPOSED REGULATIONS REGARDING SAFETY CLEARANCES SURROUNDING CUC LINES AND EQUIPMENT

New Definition/Part 2:

2.1.19 Person: Any natural person, partnership, firm, corporation, municipality, cooperative, government branch or agency, or any other entity.

Old Sections 2.1.19 through 2.1.25 renumbered accordingly.

New Part 28: <u>NEC Clearances</u>

28.1 No person shall construct, enlarge, alter, remove, or demolish any structure, or perform any other activity, within CUC's Clearances, as defined and provided in the NEC, without first applying for, and receiving, a Clearance Authorization from CUC.

28.2 An application for Clearance Authorization shall be made on the form provided by CUC and shall be accompanied by a \$30 fee. Such form shall contain a description of the proposed activity, identify the location of the activity and the location of CUC lines or other equipment, and provide such additional information as may be required by CUC.

28.3 CUC may place conditions on a Clearance Authorization constant with the NEC, and any person applying for a Clearance Authorization shall be responsible to CUC for any and all CUC costs associated with issuing the Clearance Authorization and complying with its conditions. CUC shall provide a written estimate of the costs associated with the Clearance Authorization. Such estimated costs must be deposited with CUC prior to the issuance of the Clearance Authorization. Within thirty days after the completion of the activity requiring the Clearance Authorization, CUC shall make a full accounting to the applicant of its costs and shall reimburse the applicant for any surplus or bill the applicant for any deficiency.

28.4 CUC shall issue a Stop Work Order to any person found in violation of this Part. The person receiving the Stop Work Order shall immediately cease all activities within CUC's Clearances and shall apply to CUC for a Clearance Authorization prior to resuming any activities within the Clearances. Continued or repeated violations of this Part may subject the offender to civil and criminal penalties for trespass in CUC rights-ofway.

Old Parts 28 and 29:

Renumbered Parts 29 and 30.

BOARD OF EDUCATION

NOTICE OF PROPOSED AMENDED & RESCINDED REGULATIONS

The Board of Education, Commonwealth of the Northern Mariana Islands, hereby notifies the general public of its intention to amend and rescind certain Regulations. The proposed amendments regulations are promulgated pursuant to the authority provided by article XV of the CNMI constitution, the Education Act of 1988 and the CNMI Administrative Procedures Act.

The proposed amendments involve the following subject areas:

- New Regulation 811 Betel-Nut (Pugua) 1.
- 2 New Regulation 1010 Retention of Records/Audit
- 3. Amended Regulation 408.1 Graduation Requirements
- 4. Amended Regulation 703 Fundraising
- Amended PSSRS 3-103 5. Small Purchases
- Amended PSSRS 4211 Reallocation/Recalssification of Position to Higher Pay 6.
- 7. Amended PSSPS 4213(H) Within-Grade Increase

The following policies are to be rescinded & replaced by the attached Regulations for the Public School System Employment of Certified Personnel and the attached Regulations for the Public School System Employment of Non-Certified Personnel:

- PERSONNEL, STAFF & CERTIFICATION 8. Policies 500 through 507
- 9. Policy 806 Drugs & Alochol Abuse Policy: School Discipline & Enforement
- 10. Policy 1003 Non-Employment Contracts & personal Services Contracts

11. Policy 1005 Personnel System Regulations

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The following Regulations are to be rescinded & replaced by the attached Regulations for the Public School System Employment of Certified Personnel and the Regulations for the Public School System Employment of Non-Certified Personnel:

- 12. Regulations 1000 through 1005 PURPOSE & SCOPE
- 13. Regulations 2000 through 2003 ORGANIZATION FOR PERSONNEL MANAGEMENT
- 14. Regulations 3000 through 3123 STAFFING/EXAMINATIONS15. Regulations 3200 through 3206 POSITION & APPOINTMENTS
- 16. Regulations 3400 through 3403 SUSPENSIONS, SEPARATIONS & DEMOTIONS
- 17. Regulations 3600 through 3608 EMPLOYEE APPEALS
- 18. Regulations 3700 through 3710 GRIEVANCE PROCEDURE
- 19. Regulation 4102(L) Certified Definition
- 20. Regulation 4215 Overtime Compensation, Compensatory Time & Control
- 21. Regulation 4216 Standary Work Week
- 22. Regulations 5200 through 5207 EMPLOYEE CONDUCT & PERFORMANCE
- 23. Regulations 5300 through 5320 RESPONSIBILITIES OF EMPLOYEE &

MANAGEMENT

- 24. Regulations 5400 through 5405 POLITICAL ACTIVITY
- 25. Regulations 7100 through 7110 LEAVES OF ABSENCE
- 26. Regulations 7200 through 7206 BENEFITS
- 27. Regulation 8007 Appeals
- 28. Regulations 10000 through 10000.221 CERTIFICATIONS

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The text of the proposed amended regulations are published following this notice. Anyone interested in commenting on the regulations may do so by submitting comments in writing to the Chairman, Board of Education, P.O. Box 1370 CK, Saipan, MP 96950 within thirty days of the date of publication of this issue of the Commonwealth Register.

October 30, 1996

Dc h A. Farrell

Chairman, Board of Education

Filed by: Donna Cruz, Governor's 7/96 Filed by:

Soledad B. Sasamoto **Registrar** of Corporations

BOARD OF EDUCATION

Arongorong Reel Fféérúl Allégh

Schóól Board of Education, mellól Commonwealth of the Northern Mariana Islands, rekke arongaar aramas towlap reel mángemángiir igha rebwe siiweli allégh kka e fféétá. E pwal yoor bwángil allégh kka re bwal féérú sángi bwángil me ailééwal Education Act of 1988 me Administrative Procedures Act.

Llól allégh kka e siwel ló nge e toolong aweeweekka faal:

- Allégh Ffé 811 1. Betel-Nut (Pugua) Ppwu 2 Allégh Ffé 1010 Retention of Records/Audit
- 3. Liiwelil allégh 408.1 Graduation Requirements
- 4. Liiwelil allégh 703
- Fundraising
- Liiwelil allégh 3-103 Small_Purchases 5. 6.
 - Liiwelil allégh 4211 Reallocation/Recalssification of Position to
 - Higher Pay
- Liiwelil allégh 4213(H) Within-Grade Increase 7.

Allégh kkal nge rebwe ayúú ló nge a siiwel re Regulations for the Public School System of Certified Personnel me Regulations for the Non-Certified Personnel.

- 8. Allégh 500 <u>through</u> 507 PERSONNEL, STAFF & CERTIFICATION
- Drugs & Alochol Abuse Policy: School Discipline & Enforement Allégh 806 9.
- 10. Allégh 1003 Non-Employment Contracts & personal Services Contracts

Personnel System Regulations 11. Allégh 1005

Regulations kkal nge rebwe ayúúló nge a siiwel rel Regulations for the Public School System Employment of Certified Personnel me Regulation for the Public School System Employment of Non-Certified Personnel.

12.	Allégh 1000 <u>through</u> 1005	PURPOSE & SCOPE
13.	Allégh 2000 <u>through</u> 2003	ORGANIZATION FOR PERSONNEL MANAGEMENT
	Allégh 3000 <u>through</u> 3123	STAFFING/EXAMINATIONS
15.	Allégh 3200 <u>through</u> 3206	POSITION & APPOINTMENTS
16.	Allégh 3400 <u>through</u> 3403	SUSPENSIONS, SEPARATIONS & DEMOTIONS
17.	Allégh 3600 <u>through</u> 3608	EMPLOYEE APPEALS
18.	Allégh 3700 <u>through</u> 3710	GRIEVANCE PROCEDURE
19.	Allégh 4102(L) Certified De	finition
20.	Allégh 4215 Overtime Con	mpensation, Compensatory Time & Control
21.	Allégh 4216 Stand Work	Week
22.	Allégh 5200 through 5207	EMPLOYEE CONDUCT & PERFORMANCE

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23. Allégh 5300 through 5320 RESPONSIBILITIES OF EMPLOYEE & MANAGEMENT

- 24. Allégh 5400 through 5405 POLITICAL ACTIVITY
- 25. Allégh 7100 through 7110 LEAVES OF ABSENCE
- 26. Allégh 7200 through 7206 BENEFITS
- 27. Allégh 8007 Appeals

28. Allégh 10000 through 22100 CERTIFICATIONS

Owtol allégh yeel nge ebwe toowow mwiril arongorong yeel. Iyo e mwuschel bwe e bwe atotoolong meeta tipal me mángemángil nge ebwe ischiitiw nge aa afanga ngáli <u>Chairman, Board of Education, P.O. Box 1370 CK, Saipan, MP 96950</u>, llól eliigh ráál sángi igha e toowow arongorong yeel llól <u>Commonwealth Register</u>.

Sarobwál 30, 1996

Don A. Farrell

Chairman, Board of Education

Ivo E File-li: Donna Cruz, overnor's Office

Iyo E File-li:

Soledad B. Sasamoto

Soledad B. Sasamoto Registrar of Corporations

AKONSEHERON IDUKASION

NUTISIA PUT I MANMAPRUPOPONI NA AMENDASION GI AREKLAMENTON MANMA'AMENDA NA AREKLAMENTO

I Akonseheron Idukasion i Notte Marianas, ha emfofotma i pupblekon hinirat put i entension-ña para u amenda manmaproponi siha na areklamento. I nuebo na amendasion areklamento u gai fuetsa taiguihi ha' i lai ni macho'gue sigun gi aoturidat i <u>Education Act of 1988</u> yan i Akton Idukasion i 1988 yan i Akton Areklamenton Atmenestrasion.

I areklamento ha kukubre i sigente na patte siha:

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- 1. Nuebu Areklamento 811 <u>Betel-Nut</u> (Pugua, Mama')
 - Nuebu Areklamento 1010 Retention of Records/Audit
- 3. Ma'amenda Areklamento 408.1 Graduation Requirements
- 4. Ma'amenda Areklamento 703 <u>Fundraising</u>
- 5. Ma'amenda Areklamento 3-103 Small Purchases
- 6. Ma'amenda Areklamento 4211 <u>Reallocation/Recalssification of Position to</u>

<u>Higher Pay</u>

7. Ma'amenda Areklamento 4213(H) Within-Grade Increase

Todu areklo u fanmñega ya u fantinahgue ni rigulasion i Sesteman Eskuelan Pupbleko parehu ha' gi manemplehan settefikao yan ti mansettefikao na pusision:

- 8. Areklamento 500 through 507 PERSONNEL, STAFF & CERTIFICATION
- 9. Areklamento 806 <u>Drugs & Alochol Abuse Policy: School Discipline &</u> Enforement
- 10. Areklamento 1003 Non-Employment Contracts & personal Services Contracts
- 11. Areklamento 1005 Personnel System Regulations

Todu areklamento u fanmañega ya u fantinahge ni mansigiente na rigulasrion para i Sesteman Eskuelan Pupbleko parehu ha' gi manemplehan settefikao yan ti mansettefikao na pusision:

- 12. Areklamento 1000 through 1005 PURPOSE & SCOPE
- 13. Areklamento 2000 through 2003 ORGANIZATION FOR PERSONNEL MANAGEMENT
- 14. Areklamento 3000 through 3123 STAFFING/EXAMINATIONS
- 15. Areklamento 3200 through 3206 POSITION & APPOINTMENTS
- 16. Areklamento 3400 through 3403 SUSPENSIONS, SEPARATIONS & DEMOTIONS
- 17. Areklamento 3600 through 3608 EMPLOYEE APPEALS
- 18. Areklamento 3700 through 3710 GRIEVANCE PROCEDURE
- 19. Areklamento 4102(L) Certified Definition
- 20. Areklamento 4215 Overtime Compensation, Compensatory Time & Control
- 21. Areklamento 4216 Stand Work Week
- 22. Areklamento 5200 through 5207 EMPLOYEE CONDUCT & PERFORMANCE
- 23. Areklamento 5300 through 5320 RESPONSIBILITIES OF EMPLOYEE &

MANAGEMENT

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24. Areklamento 5400 through 5405 POLITICAL ACTIVITY

25. Areklamento 7100 through 7110 LEAVES OF ABSENCE

26. Areklamento 7200 through 7206 BENEFITS

27. Areklamento 8007 Appeals

28. Areklamento 10000 through 10000.221 CERTIFICATIONS

I entension i manmapruponen amendasion na areklamento siempre u fanmapupblika huyong despues di malaknos-ña este na nutisia. Hayi na petsona malago' mama'tinas rikumendasion put este siha na areklamento, siña ha tuge' papa' sinente-ña ya u na'halom gi Ge'hilo', Akonseheron Idukusion, P.O. Box 1370 CK, Saipan, MP 96950 gi halom trenta (30) dihas despues di mapupblika huyong este na nutisia gi Commonwealth Register.

Oktubre 30, 1996

on A. Farrell

Ġe'hilo', Akonseheron Idukusion

Inarekla As: Donna Cruz. **Governor's** Office 11/7/96

Inarekla As:

Soledad B. Sasamoto **Registrar** of Corporations

NEW REGULATION 811 BETEL-NUT (PUGUA)

- 811.1 Prohibited. The use, sale or distribution of Betel-nut (pugua) on PSS campus is prohibited.
- 811.2 Scope of Authority. This prohibition applies to all PSS employees, campus visitors & PSS contractors.

NEW REGULATION 1010 RETENTION OF RECORDS/AUDIT

- 1010.1 All financial records of the PSS shall be retained until the completion and close of the audit for the fiscal year to which the records relate or until five years after the completion of the last activity related to the record, whichever is longer, unless a longer period is provided for by law.
- 1010.2 All performance/program records required by Federal grants or by the PSS shall be retained for five years after the last activity related to the record, unless a longer term is provided by law.

AMENDMENT REGULATION 408 GRADUATION

408.1 Graduation Requirements

Elementary & Jr. High School Level

A minimum of $10 \underline{11}$ credits will be required for graduation from the 8th grade. Subject areas as follows: (English (2) Math (2), Social Studies (2), Science (2), <u>Chamorro/Carolinan (1)</u> Voc. Ed. (1) & P.E. (1).

Chamorro/Carolinan is a mandated course. (To be in effect SY '97-'98)

High School Level

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A minimum of 23 24 credits will be required for graduation from the 12th grade. Subject areas as follows: English (4), Social Studies (3), Math (3), Science (3), P.E. (1), Electives (6), Foreign Language (1), <u>Chamorro/Carolinan (1)</u>, Computer Science (0.5), Cultural Literacy (0.5) Career Development/Education (1).

Chamorro/Carolinan is a mandated course. (To be in effect SY '97-'98)

AMENDMENT REGULATION 703 FUNDRAISING

- 703.7 Two accounts: PTA and School accounts, shall be established by the Central Office Fiscal Staff. Accounts will be opened at a bank by the Board of Education. 40% of the PTA funds raised for every fundraising activity shall be place in the school account.
- 703.8<u>7</u> The quarterly finacial status reports for the Public School System shall include the status report of all funds raised by PTA, students and individual schools. Donations of any kind will also be part of the report.
- 703.98 A certificate authorizing fundraising will be issued by the Commissioner and will be posted at the fundraising site at all times during the fundraising.
- 703.109 Any violation of this policy will result in the termination of fundraising authorization and possible legal action will be taken by the PSS.

AMENDMENT REGULATIONS 3-103 SMALL PURCHASES

(2) Bidding is not required for procurement under \$10,001 \$25,001. The official with expenditure authority may obtain price quotations from at least three (3) vendors and base the selection on competitive and quality for procurement valued up to \$10,000.99 \$25,000.99.

AMENDMENT REGULATIONS 4211 Reallocation/Reclassification of Position to Higher Pay

An employee whose position is reallocated/reclassified to higher class shall be compensated at the lowest step in the higher pay level. The rate of compensation cannot exceed the rate of the maximum step in the higher pay level. The anniversary date of the new reallocation/ reclassification shall be recycled. shall be accorded treatment identical to initial hire with placement both grade and step determined based upon education and years of experience provided a budgeted FTE is available. The anniversary date shall not be recycled.

AMENDMENT REGULATION 4213 WITHIN-INGRADE INCREASE

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4213(H) The anniversary date for a with-in-grade (WGI) increase shall be determined by the employee's date of hire and the anniversary date for this WGI shall not be recycled when an employee is either reclassified or promoted.

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COMMONWEALTH REGISTER VOI

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REGULATIONS FOR THE PUBLIC SCHOOL SYSTEM EMPLOYMENT OF CERTIFIED PERSONNEL

CHAPTER 1: THE HIRING PROCESS

A. Recruiting and Interviewing

§1101. <u>Purpose</u>. The recruiting process often focuses on the selection of qualified individuals for employment and forgets that the interviewer also communicates important information about the job and the employer to the applicant. An applicant's first impressions about salary, employment terms, and the equal opportunity for employment are formed during this process. Miscommunication and misunderstanding can create problems and lead to litigation. This can be avoided by providing clear information in writing, standardizing the process, and permitting only trained persons to serve as recruiters.

§1102. PSS Recruiters.

a. Only those persons designated as a "PSS Recruiter" shall be authorized to interview applicants for employment.

b. The Commissioner shall designate in writing those persons authorized to serve as PSS Recruiters specifying the period of time and the geographic area (e.g. Guam, Hawaii, Mainland U.S.) of the authorization. The original of this designation shall be kept by the Commissioner and copies shall be provided to the PSS Recruiter, Staff Services Officer and Legal Counsel.

c. The Commissioner shall only designate those persons to be PSS Recruiters who have been trained by the Equal Employment Officer or the Legal Counsel on the legal

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restrictions and requirements of the interview process.

§1103. The Interview.

a. The PSS Recruiter shall take charge of representing PSS during the interview. While other PSS personnel, such as principals, specialists or administrators may participate in the interview, the interview shall be controlled by the PSS Recruiter.

b. All job applicants shall be presented with a copy of these regulations when they receive the application form.

c. The PSS Recruiter shall obtain from the applicant, at the minimum, a resume and a completed application form at the interview. The application form that shall be used is Exhibit "A" at the end of these regulations. The PSS Recruiter shall witness in writing the applicant's execution of each of the waiver forms which are a part of the application. If the interview is conducted via telephone, the PSS Recruiter shall instruct the applicant to sign the waivers in the presence of a notary public and have the application notarized.

§1104. Background Investigation.

a. If the PSS Recruiter determines that the applicant will be recommended for employment, then it will be necessary to verify certain information in the job application for classification and certification.

(1) Teaching Certificate: The applicant, if certified, shall provide the PSS Recruiter with a certified copy of his or her teaching certificate.

(2) Transcript: The applicant shall cause an official copy of his or her transcript of courses, grades, and degrees awarded in post-secondary institutions to be sent by the educational institution to the Staff Services Officer, CNMI Public School System, P.O. Box

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1370, Saipan, MP 96950, if the applicant falls into one or more of the following categories:

(a) the applicant has no teaching certificate,

(b) the applicant claims to have been awarded a post graduate degree which would impact on his or her classification, or

(c) the applicant claims to have completed enough post graduate courses to affect his or her classification.

b. Employment Verification: The PSS Recruiter shall contact one or more of the applicant's present or former supervisors and co-workers in order to obtain an opinion of the applicant's suitability for employment. In the event that the applicant claims work experience that would affect his or her classification, then the PSS Recruiter shall make sufficient contacts to verify the claimed work experience. The PSS Recruiter shall make these contacts only after receiving a signed waiver on the application form permitting such contact.

c. Criminal Record Clearance: The Staff Services Officer shall initiate an inquiry on behalf of the Board of Education through the Department of Public Safety if a local hire or a contract renewal. This inquiry shall be made only after receiving a signed waiver on the application form. The Staff Services Officer shall also search the records of the National Association of State Directors of Teacher Education and Certification Clearing House for the past record of the applicant. A national criminal records search by the Federal Bureau of Investigation using the applicant's fingerprints will be commenced only upon extending an offer of employment and the results, due to the time involved, shall be used in determining eligibility for certification.

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§1105. Recommendation.

a. The PSS Recruiter shall recommend in writing to the Staff Services Officer whether to hire or not hire an applicant for a particular position specifying the reasons supporting the recommendation. This recommendation shall be kept confidential and shall not be available to the employee.

b. This recommendation should not be made, whenever possible, until the PSS Recruiter has verified employment and received a certified copy of the teaching certificate, if any. The recommendation shall have the certificate attached to it and shall discuss the results of the employment verification. The recommendation and attached documents may be sent by facsimile to the Staff Services Officer initially and then mailed. The Staff Services Officer may act upon receipt of the facsimile.

B. The Employment Decision

§1201. Purpose.

a. The Process: The decision to hire an applicant, when initially made by the Staff Services Officer, is always contingent. In itself, it never constitutes a binding promise to hire an applicant. Whether the Staff Services Officer's decision will ultimately be accepted depends upon a determination that adequate funding exists, that legal procedures have been followed and that the Commissioner will approve the decision. Thus, it is important to inform the applicant that the Staff Services Officer's decision is tentative and will not be definite until the applicant receives the signed contract. The signed contract is the official offer of employment which the applicant may accept by executing it.

b. The Policy: PSS shall provide equal employment opportunity to all persons.

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This policy of equal opportunity applies to every aspect of personnel policy and practice and to all terms and conditions of employment. Every employee shall ensure that this policy is adhered to and furthered by their conduct under these regulations.

§1202. The Decision.

a. The Staff Services Officer shall create an applicant file for each job recommendation letter it receives from a PSS Recruiter. The file shall contain, at the minimum, the recommendation letter, job application, resume, certified copy of the teaching certificate (if applicable), transcript (if applicable), criminal conviction clearance and any correspondence with the applicant.

(1) In the event that an applicant is not hired, the applicant's file shall be retained by the Staff Services Officer for a minimum period of two years before it is destroyed. In the event that an applicant is hired, the applicant's file shall be retained by the Staff Services Officer for a minimum period of two years after the final date of employment.

b. The Staff Services Officer shall make the initial determination whether to extend an offer of employment to an applicant upon review of the entire applicant file.

c. In the event that the Staff Services Officer determines that an offer of employment should be made, an Intent to Offer Employment Letter, filled out completely, shall be provided to the applicant. The form of this letter is shown as Exhibit "B" at the end of these regulations. The letter shall have attached four fingerprint cards and shall instruct the applicant to have a local law enforcement agency fingerprint him or her and fill out two of the cards. The applicant shall then mail the cards without delay to the Staff Services Officer. Upon receipt, the Staff Services Officer shall immediately cause the fingerprint cards to be forwarded to the

Federal Bureau of Investigation to obtain a criminal records clearance for the applicant for the purpose of certification upon employment.

d. Any other communication to the applicant should emphasize that there will be no authorized offer of employment until a contract form signed by the Commissioner is presented to the applicant for his or her signature.

C. The Employment Contract

§1301. <u>Purpose</u>. The hiring process reaches the conclusion with the offer of employment in the form of a contract signed by the Commissioner and an acceptance of employment by the applicant accomplished by the applicant's signing of the contract. Prior to extending the offer, all verification must be completed, all documentation received, and all approvals obtained. The role of the Staff Services Officer is to ensure that this has been done, and the role of the Legal Counsel is to ensure that the contract form has been filled out correctly prior to its presentation to the Commissioner.

§1302. The Contract Form.

a. The Staff Services Officer shall completely fill out the Employment Contract for Certified Personnel. The form for this contract is Exhibit "C" found at the end of these regulations.

(1) In the case of an off-island hire, the Off-Island Hire Terms and Conditions, Exhibit "D" found at the end of these regulations, shall be incorporated into the Employment Contract, physically attached to it, and completely filled out (with the exception of the names of the dependents of the applicant who will reside with the applicant in the CNMI).

b. The job application, resume, and a job description shall be attached to the

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contract.

§1303. Routing of the Contract.

a. Staff Services Officer: The signature of the Staff Services Officer shall certify the correct determination of the salary offered, the receipt of a local criminal conviction clearance, if applicable, that a NASDTEC Clearing House check has been made, the verification of education and teaching experience relevant to classification and the confirmation of a teaching certificate, if applicable, and the receipt from the applicant of two completed fingerprint cards.

b. PSS Finance and Budget: The signature of the Fiscal and Budget Officer shall certify the availability of the position as an FTE and the funds necessary to fund the position offered.

c. PSS Legal Counsel: The signature of the Legal Counsel shall certify that the proper contract form has been used, that it has been filled out completely, that the job description, application and resume are attached and that the Commissioner has the legal capacity to offer employment on behalf of PSS.

d. Commissioner: The Commissioner shall be the final government officer to sign the contract form. The Commissioner shall sign as the chief executive officer of PSS.

e. Applicant: The applicant shall be presented with the contract form only after it has been signed by all of the government officers. The document at that point constitutes an offer of employment upon the terms and conditions expressed in that writing only. The signature of the applicant constitutes an acceptance of the offer.

(1) In the event that the applicant seeks to make, or actually makes, any modification to the contract form, this act shall constitute a rejection and a counter-offer, even

though it is signed. Upon receipt, the Staff Services Officer shall review the modifications with the Legal Counsel and Commissioner to determine if they are acceptable. If so, then a new contract shall be prepared, re-routed for all the necessary signatures, and presented to the applicant for signing. No counter-offer shall be deemed to be accepted without following this procedure.

f. Records: The applicant shall keep a copy of the employment contract and the original shall be retained by the Staff Services Officer.

(1) The application file shall be closed with a copy of the first page of the employment contract placed on top of its contents.

(2) An employee file shall be opened with the completed employment contract placed in it.

§1304. <u>No Action Without Fully-Executed Contract</u>. The Staff Services Officer shall be responsible for ensuring that employment contracts are routed through government and transmitted to the applicant without delay. In no event shall any applicant be requested to begin employment or to travel from the point of recruitment to the CNMI to begin employment without the Staff Services Officer first having in its possession a fully-executed employment contract.

D. The Contract Period

§1401. <u>Purpose</u>. The growth in the number of students attending public schools has exceeded the expansion of school facilities. This has lead to the use of multi-track systems in the senior high school, the junior high school and one elementary school on Saipan. This method of scheduling may be extended to other schools in the future. The multi-track system divides a school's student body into two to four groups, each with its own teachers. Each group starts and ends its school year on different dates than the other groups. Thus, administrators need flexibility in assigning teachers to groups of students. In order to accomplish this, the employment contract shall have two features: (1) it shall not specify the dates of actual instruction each year, and (2) it shall contract for teaching services for two 190 day periods which may be split up in any manner the Board decides and which may occur at any point over the two year contract term.

§1402. <u>Term of Employment</u>. Employment contracts shall be for a two year term; however, in special circumstances the Commissioner may approve a contract for a lesser term. CNMI retirees who have received retirement benefits, substitute teachers and substitute librarians may not be employed for a period in excess of sixty (60) calendar days in any fiscal year.

§1403. Dates of Instruction.

a. Employment contracts shall require instructional services for two (2) one hundred ninety (190) day periods. The starting and ending dates of these periods shall not be set forth in the contract, but the teacher shall be given at least thirty (30) day advance notice of the start of any period in which he or she is required to teach. All possible effort will be made to give notice as early as practicable. Substitute teachers shall be assigned work on a daily basis.

b. A period of "one hundred ninety (190) days" shall mean the one hundred eighty (180) instructional days as defined by the Board of Education- approved school calendar plus ten (10) non-instructional days.

c. In the case of any CNMI government retiree who has received retirement benefits, the period of instruction per fiscal year must be limited to a maximum of sixty (60)

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calendar days in order to avoid forfeiting retirement benefits.

§1404. <u>Assignment Flexibility</u>. The Staff Services Officer has the discretion to move teachers in and out of the multi-track systems, transfer teachers from one track to another, transfer teachers to other schools, change the subject matter to be taught and change the grade of students taught as the Staff Services Officer deems to be in the best interests of the Public School System and its students.

E. Renewal (No Tenure)

§1501. <u>Purpose</u>. No employee has a right to the renewal of his or her contract of employment regardless of whether or not job performance during the contract period is satisfactory. The decision whether to extend an offer for further employment is wholly within the discretion of the Public School System. No tenure of any nature, express or implied, is granted to any employee.

§1502. <u>Renewal</u>. No employee or officer of the Public School System is authorized to indicate, expressly or impliedly, that any employee has a right to be renewed based upon their contract or job performance.

§1503. <u>Request for Renewal</u>. If an employee wishes to be considered for an additional contract period, then notice should be given to the Staff Services Officer six (6) months in advance of the termination date in order to be considered for renewal.

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CHAPTER 2: CERTIFICATION OF TEACHERS AND LIBRARIANS

A. Requirement of Certification

§2101. Certification Required.

a. Teachers: In accordance with 3 CMC § 1181, no person shall serve as a teacher in any school in the Commonwealth without first possessing either a valid temporary, basic or intermediate teaching certificate granted by the Board of Education.

b. Librarians: In accordance with 3 CMC § 1181, no person shall serve as a librarian in any school in the Commonwealth without first possessing either a valid temporary, basic or intermediate librarian certificate granted by the Board of Education.

§2102. Effect on Employment Contract. As it is illegal for any person to serve as a teacher or librarian without a certificate, the failure of any teacher or librarian to qualify to hold a certificate or to continue to qualify to hold a certificate during that person's contract term shall immediately render the contract of employment void.

§2103. Definitions.

a. "Librarian" shall mean any person who is hired by a school primarily to operate the school's library. This definition specifically excludes volunteer assistants, student teachers and teacher aides as defined herein.

b. "School" shall mean any public school operated by PSS or any private school operated under a PSS charter offering instruction in kindergarten, primary or secondary grades.

c. "Teacher" shall mean any person who has the primary responsibility for education or instruction of one or more students or any person who receives pay for education or instruction. This definition specifically excludes volunteer assistants, guest lecturers, teacher

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aides and student teachers as defined herein.

d. "Guest Lecturer" shall mean any person who delivers one or more lectures to students for pay; but, who does so in the presence of the regularly-assigned teacher for that class of students.

e. "Student Teacher" shall mean any person who is engaged in a course of learning at a college or university in the area of education who, as a part of that course of study, teaches a class of students or works in the library under the supervision of a certified teacher or librarian.

f. "Teacher Aide" shall mean any person who assists a teacher or a librarian on a paid basis, is not the person who is primarily responsible for the education or care of the students, and whose contact with students is under the direct supervision of a teacher, librarian or the Special Education Program Director.

g. "Volunteer Assistant" shall mean any person who assists a teacher or librarian on a volunteer basis, is not the person who is primarily responsible for the education or care of the students, and whose contact with students is under the direct supervision of a teacher or librarian.

B. Requirements for Issuance of Certificate

§2201. <u>The Basic Certificate</u>. Eligibility for either the Basic Teaching Certificate or the Basic Librarian Certificate requires:

a. Education: The applicant must possess either a baccalaureate, masters or doctoral degree resulting from a course of instruction of at least three and one-half years length at a college or university.

(1) This shall not apply to those persons holding a temporary certificate from PSS on the effective date of these regulations. The temporary certificate shall be subject to annual renewal by the Commissioner upon a finding that the holder is making satisfactory progress towards receiving a baccalaureate degree according to the employee's individual plan. No temporary certificates may be renewed after 1998.

b. Criminal History: The applicant must be free from any conviction for any felony indicating an unfitness to teach or any crime involving moral turpitude, whether a felony or a misdemeanor. A "felony" shall mean any criminal offense punishable by one or more years of imprisonment.

c. No Disciplinary Sanctions: The applicant must have never suffered a suspension or revocation of his or her teaching or librarian certificate or license by any other state or national education agency.

d. No Physical or Mental Disability Preventing Service: The applicant must not possess a physical or mental disability that would prevent the applicant from safely and effectively performing job-related functions or that poses a significant risk of substantial harm to the health or safety of students, co-workers or others that cannot be eliminated or reduced by reasonable accommodation.

§2202. <u>Limited Reciprocity</u>. Any teacher or librarian who possesses a teaching or librarian certificate from any United States state education agency need not show proof of education under § 2201(a).

§2203. Intermediate Certificate. Any teacher or librarian who meets the requirements of § 2201 and who has taken and passed the following courses of college-level

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instruction shall be awarded an intermediate teaching certificate or intermediate librarian certificate:

a. Introduction to Bilingual and Bicultural Education,

b. Structure of Chamorro and Carolinian Languages,

c. TESL Methods,

d. Reading and Writing Methods in Specialized Areas, and

e. Northern Mariana Islands History.

C. Procedure for Certification

§2301. Temporary Certificate.

a. The Board of Education hereby delegates the authority to grant a temporary certificate to the Staff Services Officer.

b. A temporary certificate shall be valid for the period during which the decision is made on whether to grant the basic certificate. This period shall extend, at the maximum, to the first one hundred eighty (180) days of the term of employment only. The purpose of granting a temporary certificate is to permit sufficient time for PSS to receive the results of a medical examination, verification that the applicant has never been subject to the suspension or revocation of his or her teaching certificate, and a criminal history check.

c. The Staff Services Officer may grant a temporary certificate if it appears that the applicant will qualify for a basic certificate based upon an examination of the certified copy of the applicant's teaching certificate issued by a United States state education agency or transcript of grades from post-secondary institutions and the application for employment.

d. The temporary certificate is to be issued by a letter from the Staff Services

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Officer to the applicant indicating the duration of the certificate, its starting date and its date of expiration. Copies shall be provided to the Board of Education and the applicant's employment file.

§2302. Application for Basic Certificate.

a. If an employee is within the Commonwealth upon execution of his or her contract, then immediately thereafter the employee shall file an application for a teacher or librarian certificate on the form marked as Exhibit "E" and found at the end of this chapter. In the event that the employee signs the contract outside of the Commonwealth, then as soon as he or she arrives in the Commonwealth, the application for a certificate must be filed. The employee shall sign the form in the Commonwealth under penalty of perjury. The form shall be filed within 14 days of the commencement of the contract period at the office of the Board of Education.

b. The employee must submit, with the application, the following:

(1) the results of a medical examination at the Department of PublicHealth or other medical clinic or medical practitioner licensed in the CNMI, as provided for in§ 3103 hereof,

(2) if the employee is or was certified or licensed in another state or country, a statement from the state or national education agency that certified or licensed the individual that the employee has never had his or her license suspended or revoked and currently holds a valid license,

(3) two passport-size color photographs of the employee, and

(4) proof of submission of two completed fingerprint cards and a release

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of information waiver.

§2303. <u>Application for Intermediate Certificate</u>. The employee applying for an intermediate certificate shall submit:

a. an application form signed in the Commonwealth under penalty of perjury,

b. a police clearance from the CNMI Department of Public Safety and if the applicant has never submitted fingerprints to the PSS or Board of Education in the past, two fingerprint cards and a completed release of information waiver,

c. a certified copy of the employee's transcript of courses showing satisfactory completion of the courses required to qualify for the certificate, and

d. two passport-size color photographs of the employee.

§2304. <u>Burden of Proof</u>. The Board of Education may request additional proof of eligibility before making any certification determination. The burden of providing any documentation shall be upon the applicant.

§2305. Certification Decision.

a. The Board of Education hereby creates an executive committee to be known as the "Certification Committee." It shall consists of three (3) members, two of which are voting members of the Board and the other which is a non-voting member of the Board, who shall be appointed by the chairperson of the Board to serve during his or her term of office. This committee shall have the authority to act on behalf of the Board in making determinations on the granting of certificates to teachers and librarians. The committee shall act by majority vote.

b. The committee shall render a decision on an application for a basic or intermediate certificate within sixty (60) days of receiving a completed application with the required documentation. Their decision shall take effect immediately. They shall cause a certificate to be presented to the chairperson, or acting chairperson. for signature if a certificate is to be granted, within seven (7) days of reaching the decision.

c. The denial of any application may be appealed to the entire Board of Education pursuant to the procedures set forth herein for the revocation or suspension of a license. While the usual quorum rule applies to such hearings, the Credential Committee members shall neither deliberate nor vote on the appeal.

D. Duration of Certificates

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§2401. <u>Basic Certificate</u>. The Basic Certificate shall be issued for a two year period.

§2402. <u>Renewal or Reapplication</u>. A teacher or librarian applying for a new license or the renewal of a prior license must comply with the procedures set out above as though applying for the first time, except that the Board may waive the submission of documents which are already on file and which do not need to be updated (e.g. college transcripts).

§2403. <u>Intermediate Certificate Required for PSS Teachers/Librarians</u>. Upon the expiration of a Basic Certificate, any teacher or librarian employed by the Public School System must qualify for and receive an Intermediate Certificate in order to continue to serve as a teacher or librarian. The Basic Certificate shall not be renewed for PSS teachers and librarians.

§2404. <u>Tenure Not Created by Certificate</u>. The granting of a Basic or Intermediate Certificate does not entitle a teacher or librarian to tenure, nor does it imply, promise or suggest continued employment with PSS.

E. Revocation and Suspension of Certificates

§2501. <u>Grounds for Revocation and Suspension</u>. The Board of Education shall have the authority to suspend or revoke any teacher certificate or librarian certificate, whether temporary, basic or intermediate, whether the certificate holder is employed by PSS or a private school.

§2502. Mandatory Revocation or Suspension.

a. The Board must revoke any certificate when the holder has committed a material deception or fraud on his or her application.

b. The Board must suspend any certificate when the holder has been convicted of any criminal offense involving moral turpitude or a felony offense indicating an unfitness to teach.

§2503. <u>Grounds for Discretionary Action</u>. The Board may suspend or revoke a certificate, as appropriate, upon the following grounds:

a. immoral conduct,

b. unprofessional conduct,

c. incompetency, and

d. defiance of and refusal to obey the rules, regulations and laws governing the duties of certified personnel. These rules and regulations are set forth in sections 3101 to 3511 hereof.

§2504. Complaint.

a. An action to suspend or revoke a certificate may be initiated by a written complaint filed by the Commissioner and served upon the employee. The complaint shall give written notice of the charges by citing the regulation violated, explaining the evidence against the employee and stating the proposed sanction. This notice and the opportunity for a hearing must comply with 1 CMC § 9111.

b. In the case of the denial of a certificate by the certification committee under § 2305 hereof, the decision of the committee shall be placed in writing. It shall give written notice of the reasons for denial by citing the requirement not met and explaining the evidence against the employee.

§2505. Interim Suspension.

a. No suspension or revocation shall take effect until the hearings have reached a final judgment, pursuant to 1 CMC § 9111(a).

b. If the Board finds that public health, safety, or welfare imperatively requires it, the emergency summary suspension of a certificate may be ordered pending proceedings for revocation or other action, pursuant to 1 CMC § 9111(b).

§2506 Action of the Board.

a. The Board may act in hearing and deciding any suspension or revocation action by a majority of its membership.

§2507. <u>Opportunity for Formal Hearing</u>. The employee shall be provided with an opportunity to have a formal hearing. This employee must request in writing a formal hearing within ten (10) days of the receipt of his or her complaint or notice of the denial of a certificate. The request shall be addressed to the Chairperson of the Board of Education.

§2508. Scheduling the Hearing.

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a. The PSS Legal Counsel shall represent the Commissioner in presenting a

complaint for revocation or suspension and shall represent the certification committee in presenting the evidence supporting the denial of a certificate in a review hearing.

b. The employee is entitled to retain counsel of its choosing at his or her own expense or to represent himself or herself in the proceeding.

c. The Chairperson shall schedule a hearing date, after consultation with the parties, within forty-five days of the employee's request for a hearing. The date shall be set with due regard for the need of PSS to take action on suspension or revocation and for the need of the employee to have sufficient time to adequately prepare a defense. The hearing shall not be scheduled for a date earlier than twenty days after providing notice of the proposed action, as required by 3 CMC § 1183(e).

d. The Chairperson shall provide a date for the exchange of witness lists and documents intended to be introduced at the hearing. The Chairperson may also hold a prehearing conference to accomplish one or more of the following tasks:

- (1) decide the issues for the hearing,
- (2) stipulate as to uncontested facts,
- (3) estimate the length of the hearing,
- (4) mark exhibits, and
- (5) determine the admissibility of contested evidence.

§2509. Burden of Proof. The employer, whether represented by the

Commissioner or the certification committee, shall have the burden of proving its charge, or finding, by a preponderance of the evidence.

§2510. Conduct of Hearing.

a. The hearing shall commence with a reading of the complaint or the decision of the certification committee.

b. Each side shall be permitted to make an opening statement.

c. The Commissioner shall present evidence to support the charges, subject to cross-examination. In a certification review, the committee shall present evidence to support its findings, subject to cross-examination.

d. The employee may present evidence to rebut the charges, or findings, subject to cross-examination.

e. Each side may present rebuttal and surrebuttal evidence.

f. After all the evidence has been presented, the Commissioner, or certification committee, may offer a closing argument. The employee may then present a closing argument, followed by the final summation of the employer.

g. Proceedings hereunder shall be conducted consistent with the requirements of 1 CMC § 9109.

h. A recording shall be made of the proceeding to serve as the official record of all of its events.

§2511. Evidence.

a. The formal rules of evidence do not apply. Any relevant evidence of probative value is admissible with only the weight assigned to it affected by its nature.

b. The Chairperson shall administer oaths to witnesses.

c. Hearsay shall be admissible and may constitute sufficient evidence if relevant

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and probative, of a kind that responsible persons are accustomed to relying upon in serious affairs, or such that a reasonable mind would accept the evidence as adequate to support a conclusion of ultimate fact.

d. Where suspension, revocation or the nongranting of a certificate depends upon the proof of the commission of a crime, proof need only be by substantial evidence and not proof beyond a reasonable doubt. An acquittal on criminal charges is not a bar to dismissal. A certified copy of a conviction shall constitute *prima facie* evidence of the commission of the crime which may be rebutted by a substantial showing of circumstances tending to disprove its commission.

§2512. <u>Decision</u>.

a. The decision-making process must comply with 1 CMC § 9110.

b. The attorney for the Commissioner, or certification committee, shall not participate in the private deliberations of the Board or Chairperson.

c. The Board, in the case of suspension/revocation hearings, and the Chairperson, in the case of a review of a certification denial, shall issue a written decision with findings of fact and conclusions of law, and the reasons or bases for them, on all the material issues of fact and law presented on the record and the appropriate order invoking or denying a sanction, or in the case of a review, affirming or reversing a certification decision.

d. The written decision and order shall be served on the employee and Commissioner.

§2513. <u>Appeal</u>. The employee may appeal the agency decision pursuant to the procedures and time restrictions set forth in 3 CMC § 1183(e).

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CHAPTER 3: STANDARDS OF CONDUCT FOR EMPLOYEES

A. Health Standards

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§3101. <u>Purpose</u>. These regulations seek to ensure that a teacher not be permitted to continue to serve as a teacher when such service would endanger the health of the students and co-workers or when a disability is such that it would interfere with the effective performance with the teacher's professional duties despite reasonable accommodations.

§3102. <u>Limitation</u>. Nothing stated herein is intended to reduce the rights of disabled employees under the Americans with Disabilities Act (ADA). These regulations are to be construed, to the maximum extent possible, so that they are consistent with the ADA. To the extent it is not possible, the inconsistent portion shall be severed and the remainder of the regulations shall be given effect.

§3103. <u>Medical Examination at Start of Contract</u>. Upon the execution of an employment contract, the employee shall be required to undergo a physical examination at the Division of Public Health in the Commonwealth or other medical clinic or medical practitioner licensed in the CNMI prior to the commencement of the contract term. The results of the examination shall be provided to the Staff Services Officer prior to the commencement of the contract term and to the Board of Education pursuant to § 2302 hereof.

§3104. <u>Qualifications</u>. An employee must not have a physical or mental impairment that:

a. prevents the employee from being able to safely and effectively perform all essential job-related functions once reasonable accommodations are provided by the employer, or

b. poses a significant risk of substantial harm to the health or safety of the employee or other people in the workplace that cannot be eliminated or reduced by reasonable accommodation.

§3105. <u>Scope of Medical Examination</u>. The initial employment examination by the Division of Public Health or other medical clinic or medical practitioner licensed in the CNMI shall be limited to a physical examination necessary to develop an opinion as to whether the employee is physically qualified under § 3104.

§3106. <u>Effect on Contract</u>. If it is determined by qualified medical personnel that a physical disability exists that causes the employee to be unable to meet the qualifications set out in § 3104, then the Commissioner shall declare the contract void and terminate employment.

§3107. Medical Examination During Contract Term.

a. If the Commissioner determines, after consultation with the employee and the employee's supervisor, that there is reasonable doubt about the employee's continued ability to physically or mentally qualify under § 3104, then the employee may be required to undergo a medical examination at the Division of Public Health.

b. If it is determined by qualified medical personnel that a physical or mental disability exists that causes the employee to be unable to meet the qualifications set out in § 3104, then the Commissioner shall institute proceedings to suspend or terminate employment, as appropriate.

§3108. <u>Restriction on Employment Action</u>. No action shall be taken under sections 3106 or 3107 without first consulting the PSS Legal Counsel to ensure that the requirements of the ADA will be met by the proposed action.

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§3109. <u>Confidentiality of Medical Reports</u>. The records of any medical examination shall be strictly confidential. The records shall be maintained sealed by the Staff Services Officer and shall be disclosed only to managers and supervisors who need to know of any work restrictions or accommodations, first aid and safety personnel who need to know in order to render emergency services, government officials who are investigating compliance with the ADA, the workers' compensation board pursuant to the Commonwealth's workers' compensation laws, and those persons who must review the records in order to determine whether to take action and to be able to take action under sections 3106 or 3107 herein.

B. Alcohol Use and Alcoholism

§3201. <u>Purpose</u>. There is a distinction between alcohol use in the workplace or being intoxicated while at work and an employee having the medical condition of alcoholism. These regulations are intended to set forth clear rules on the use of alcohol that affects job performance while recognizing the protection accorded to those suffering from alcoholism under the ADA.

§3202. <u>Use of Alcohol</u>. No employee shall use alcohol in a manner that poses a direct threat to the health and safety of other persons in the workplace.

§3203. <u>Intoxication</u>. No employee shall be intoxicated while discharging the duties of employment.

§3204. <u>Possession of Alcohol</u>. No employee shall bring any alcoholic beverage to the workplace.

§3205. <u>Alcoholism</u>. An employee shall not be disciplined or dismissed because he or she is an alcoholic. Reasonable accommodations shall be made in order for the employee to receive medical treatment to the same extent permitted for other diseases or health problems.

a. An alcoholic may be disciplined or discharged to the same extent as any other employee for violating sections 3202, 3203 and 3204 herein.

b. An alcoholic may be disciplined or discharged if he or she can no longer safely and effectively perform job-related functions or if he or she poses a significant risk of substantial harm to the health and safety of employees or others that cannot be eliminated or reduced by reasonable accommodations.

§3206. <u>Action by Supervisor</u>. If a supervisor forms the opinion after continued observation of an employee's job performance that the employee may suffer from alcoholism, he or she should discuss the matter with the employee in order to determine what reasonable accommodations (e.g. medical intervention or leave for treatment) can be provided.

a. If the employee refuses reasonable accommodations and the supervisor still holds the opinion that the employee is an alcoholic, the matter shall be referred to the Staff Services Officer. The Staff Services Officer shall counsel the employee and seek to establish a program of reasonable accommodations. If the accommodations offered are refused, the employee shall be warned that he or she may be disciplined or dismissed if his or her conduct rises to the level of violating § 3205(b) hereof.

b. If the employee indicates an interest in accepting reasonable accommodations, then the supervisor and the employee shall meet with the Staff Services Officer to design a program of reasonable accommodations to meet both the needs of PSS and the employee.

C. Illegal Drugs

§3301. Purpose. Unlike alcoholics, illegal drug users are not protected by the

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ADA. Only *former* users of illegal drugs are protected from discrimination. Therefore, these regulations are intended to clearly set forth that no illegal drug usage will be tolerated by PSS.

§3302. <u>Drug-Free Workplace</u>. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any employee is prohibited in the workplace. Violation of this rule will result in the dismissal of an employee.

§3303. <u>Intoxication</u>. No employee shall be under the influence of drugs while in the workplace.

D. Teaching Performance

§3401. <u>Duty of Competent Instruction</u>. A teacher must possess detailed knowledge and understanding of the subject matter to be taught, be able to communicate effectively with his or her students and must effectively teach the assigned subject matter to the students.

§3402. <u>Duty of Care</u>. A teacher must use due care to organize materials, prepare for classes, maintain harmony in the classroom and school grounds and employ effective teaching techniques to ensure that the assigned teaching goals are met.

§3403. <u>Absence from Work and Tardiness</u>. An employee must attend his or her regularly scheduled classes, remain at the school during preparation periods, attend in-service meetings as scheduled, arrive promptly at his or her workplace and attend other required functions, such as evening open houses. An intentional disregard of repeated directives to attend or continuous tardiness despite repeated directives to be prompt may result in dismissal from employment.

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§3404. Insubordination.

a. An employee is expected to carry out the announced policies and programs of PSS. While policies which relate to the employee's duties are under consideration, the employee may, and is expected to, express his or her opinions concerning its merits. Once, however, a decision has been rendered by a person with authority, the employee will be required to unreservedly assume the success of the program or policy which he or she is responsible to effectuate.

b. If an employee willfully or intentionally disobeys a reasonable order of a superior or the lawful regulation or policy of PSS, he or she may be subject to appropriate disciplinary action, including dismissal.

§3405. Cruelty to Students.

a. A teacher has the right to exercise *in loco parentis* authority over students and may control, restrain and correct them to further educational purposes; however, such actions are subject to, but not limited to, the following limitations:

(1) Corporal Punishment: Teachers are forbidden to use corporal punishment on any student.

(2) Psychological Harm: Teachers are forbidden to engage in any act of psychological cruelty which inflicts emotional trauma on a student.

§3406. <u>Religious Instruction</u>.

a. The First Amendment of the U.S. Constitution and Article I, § 2 of the CNMI Constitution prohibit government action that establishes religion. The required separation between church and state prohibits school activities that aid one religion, aid all religions, or prefer one religion over another. Therefore, no employee may engage in religious instruction while performing his or her duties.

b. Teaching about religion is permissible if it is objective, historical, nondevotional and its primary effect is not to promote religious beliefs.

c. Employees may not require, sanction, consent to or concur in the recitation of prayer in school.

E. Personal Conduct

§3501. Private Employment.

a. Private employment is not permitted if it interferes with the performance of teaching duties by diverting time, interests, talents or energies from employment with PSS, or if it creates a possible conflict of interest with teaching.

b. Private employment is prohibited when:

(1) it may reasonably be construed by the public that the work done is an act performed for PSS,

(2) the employee requires the use of information obtained by the employee in the course of his or her PSS duties,

(3) the work required is the same task or tasks closely related to those performed for PSS,

(4) the work in any way involves the facilities, equipment or supplies of

PSS, or

(5) the work would tend to influence the impartial judgment of the

employee on matters arising in the course of his or her employment with PSS.

c. Before engaging in any private employment of any kind, an employee must first provide to his or her principal, or immediate supervisor if there is no principal to which one reports, and to the Staff Services Officer a written description of the nature of the employment activities, the location of the work site, the estimated work schedule and the expected duration of the employment.

d. The term "private employment" includes self-employment and the operation of a business as well as work performed for others.

e. Employees may tutor students privately subject to the restrictions set out in this section.

§3502. <u>Conflict of Interest</u>. No employee shall engage in any activity or have a direct or indirect financial interest in any activity that creates an interest or constitutes an interest that conflicts with the employee's duties under his or her contract of employment or these regulations. Nor shall any activity or financial interest be permitted if it could reasonably raise a question whether there would be a conflict of interest with the employee's contract duties or duties established by regulation.

§3503. Gifts and Gratuities.

a. General Rule: No employee may receive, directly or indirectly, any gift, gratuity or item of economic value under circumstances where receipt might reasonably be interpreted by others as affecting the employee's performance, or impartiality in the performance, of his or her duties to PSS.

b. The receipt of promotional items, ordinary commercial loans, gifts from immediate family members and ordinary meals on an infrequent basis will be rebuttably

presumed to not be reasonably interpreted as affecting job performance or impartiality.

c. No employee shall present a gift to a superior where the superior's receipt of such a gift might reasonably be interpreted by others as affecting the superior's impartiality in the performance of his or her duties.

§3504. <u>Endorsements</u>. No employee shall recommend specific products or individuals for purchase or hire by virtue of their relationship with PSS or past employment with PSS.

§3505. <u>Nepotism</u>. It is the policy of PSS to secure and maintain staff on the basis of ability, not on the basis of marriage or family relation. Thus, no employee shall supervise a member of his or her immediate family, except in an emergency. "Immediate family" shall mean any person or that person's spouse who is within the second degree of relationship of the supervising employee or that employee's spouse. The following is a list of second degree relationships: parents, grandparents, uncles, aunts, siblings, children and grandchildren.

§3506. <u>Unprofessional Conduct</u>. No employee shall engage in unprofessional conduct. "Unprofessional conduct" shall mean conduct such as to indicate unfitness to teach.

§3507. <u>Dishonesty</u>. No employee shall engage in any dishonest act while performing the duties of his or her employment. Examples of such conduct include, but are not limited to, misreporting sick leave, sign-in times or facts related in the application for employment or certification.

§3508. Criminal Conduct.

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a. The commission of a crime of moral turpitude or a felony indicating an unfitness to teach will result in dismissal.

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b. Proof of the commission of a crime requires only substantial evidence, not proof beyond a reasonable doubt. An acquittal on criminal charges is not a bar to dismissal. A certified copy of a conviction shall constitute *prima facie* evidence of the commission of the crime which may be rebutted by a substantial showing of circumstances tending to disprove its commission.

c. Crimes of moral turpitude which may result in dismissal include, but are not limited to, illegal drug use, sexual misconduct, bribery and theft.

§3509. Immoral Conduct.

a. Any employee who engages in immoral conduct which creates a significant danger of harm to students or co-workers, or which is known among his or her students and will impair the ability to teach those students is a ground for dismissal.

b. Teachers and librarians should serve as examples to their students. Conduct which offends the moral standards of the community and impedes an employee's effectiveness at school is "immoral conduct." For example, immoral conduct may involve sexual misconduct or the unjustified use of profanity or offensive language.

c. It shall be considered immoral conduct for a teacher or librarian to make sexual advances towards any students or engage in sexual conduct with any student, regardless of the age of the student involved.

§3510. <u>Discrimination</u>. Employees shall not participate in, or permit others to engage in, any act of discrimination against students or coworkers as a consequence of that person's sex, sexual orientation, race, religion, national origin, age, or disability. Discrimination includes not only the creation of a hostile environment, but also favoritism based on any of these factors. Simply put, employees are required to treat all persons equally.

§3511. Political Activities.

a. Employees may speak out on political issues as citizens, but they may not be involved in political activities which disrupt the education process.

b. No employee may use his or her position at PSS to promote a particular political outcome.

c. No teacher may use the classroom for political purposes.

d. No employee may be involved in any political activity that will detract from job performance.

e. No employee may solicit or receive political contributions from another while performing the duties of employment or while present at the workplace.

f. No employee may campaign for any candidate, party or issue while engaged in work or while at the workplace.

CHAPTER 4. EMPLOYEE DISCIPLINE

A. Forms of Discipline

§4101. Formal Reprimand. A formal reprimand is delivered by a written letter that instructs the employee that there has been one or more deficiencies in performance, describes the misconduct and warns that a failure to improve may result in more serious discipline. A copy of the letter is provided to the Staff Services Officer for posting in the employee's file. Reprimands are to be used only for minor misconduct.

§4102. <u>Reduction in Rank or Pay</u>. A reduction in rank or a reduction in pay may be accomplished only by an official personnel action. A reduction in rank occurs when one's relative standing in the organizational structure has been lowered.

§4103. <u>Suspension</u>. A suspension occurs when an employee is placed in a nonduty and non-pay status for a portion of the contract term that counts as part of the three hundred eighty (380) days assigned for work. There is no distinction any longer between suspensions for five days and those for more than five days in the procedure followed for implementation.

§4104. <u>Dismissal</u>. A teacher is dismissed when his or her contract of employment is terminated. Dismissal is referred to herein by various terms, such as discharge and termination.

B. Who May Initiate Discipline?

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§4201. <u>Principals</u>. The authority to initiate the discipline of teachers and librarians is granted to the principals or program directors to whom they are assigned.

§4202. <u>Staff Services Officer</u>. The authority to initiate the discipline of any employee not supervised by a principal or program director is granted to the Staff Services

Officer.

§4203. <u>Management Official</u>. The person with the authority to initiate discipline shall be referred to herein as the "management official."

C. When Discipline is Warranted

§4301. <u>Standard</u>. Discipline may be imposed for the violation of any standards of conduct set forth in these regulations or for the failure to continue to remain qualified for certification under these regulations. The statement in some sections that a violation may lead to dismissal is not intended to suggest that dismissal may not be warranted for the violation of any other section.

§4302. Factors to be Considered in Initiating Discipline.

a. Discipline is warranted only when the conduct is such that it has or will have an adverse effect on the employee's ability to perform his or her duties and responsibilities.

b. In this regard, the management official, in determining whether to initiate discipline and what level of discipline is warranted, should consider the following factors:

(1) the age and maturity of the students that may be affected by a

violation,

(2) the size and population of the school and its community,

(3) the likelihood that the employee's conduct has had, or will have, an adverse effect on students, other employees, or the school community,

(4) the effect on student-teacher relationships,

(5) any disruption of the educational process,

(6) the severity of any adverse effect,

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(7) the proximity or remoteness in time of the conduct,

(8) any extenuating or aggravating circumstances surrounding the

(9) the likelihood the conduct would recur.

(10) the impact of publicity,

(11) the motive for the conduct, and

(12) the extent to which disciplinary action may have an adverse or

chilling effect upon the exercise of constitutional rights by other employees.

c. The management official shall not file any notice of charges without those charges being reviewed and approved first by the Equal Employment Officer (EEO).

D. When Disciplinary Measures Must Be Followed

§4401. <u>Not for Reprimands</u>. Before any employee is dismissed, suspended, reduced in rank or reduced in pay the disciplinary procedure set forth in these regulations must be followed. A formal reprimand does not require that these procedures be followed.

§4402. <u>Not for Non-Renewal</u>. The non-renewal of an employment contract does not require compliance with the disciplinary procedures.

E. Initiating Discipline

conduct,

§4501. <u>Notice of the Charges</u>. The management official must provide written notice to the employee of the charges by citing the regulation violated, explaining the evidence against the employee and stating the proposed disciplinary action. The employee must also be informed, in writing, of the opportunity to be heard in a pre-discipline hearing. A copy of the notice shall be provided to the Commissioner and the EEO. §4502. <u>Pre-Discipline Hearing</u>. A hearing shall be held within ten (10) days of delivering notice to the employee. The date set shall take into consideration how much time may be needed by the employee to prepare for the pre-discipline hearing. The hearing shall be before the Commissioner or his or her designee. At the hearing, the employee shall have the opportunity to present his or her side of the story, to convince the Commissioner that the proposed discipline is a mistake, or that the reasons for the discipline are either not supported by the facts or are less compelling than they appear. The employee may waive this hearing or decide only to present his or her position in writing rather than in person.

§4503. <u>Commissioner's Decision</u>. The Commissioner, or his designee, who conducted the pre-discipline hearing shall decide in writing within ten (10) days of the hearing whether any regulation has been violated, the facts that support the finding of a violation, whether discipline is warranted and, if so, what discipline is appropriate. The decision shall state when the discipline takes effect. Only the charges contained in the notice can be the basis for any disciplinary action.

§4504. <u>Suspension Pending Decision</u>. The employee cannot be suspended without pay before the pre-discipline decision. The management official should permit the employee to continue to work during this period, utilizing a temporary reassignment, if necessary. In the event that continued employment will pose a risk of harm to students or coemployees, or a risk of disrupting the educational process, then the management official may suspend the employee with pay.

§4505. <u>Discipline After Decision</u>. Once the pre-discipline decision has been rendered, the disciplinary action can take place even though a formal due process hearing is

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requested. The Commissioner has the discretion whether to postpone the discipline, whether suspension is appropriate (with or without pay) or whether to effectuate the decision prior to the formal hearing.

F. Formal Due Process Hearing

§4601. Opportunity for Formal Hearing.

a. The employee shall be provided with an opportunity to have a formal hearing before a hearing officer to review the pre-discipline decision.

b. The employee shall have ten (10) days from receipt of the decision to make a request for a hearing in writing and to deliver the request to the Commissioner.

§4602. Scheduling the Hearing.

a. The Chairman of the Board of Education, or its designee, shall appoint an impartial hearing officer without unreasonable delay. The hearing officer shall be a CNMI licensed attorney or a former judge of the CNMI.

b. The hearing officer shall schedule a hearing date, after consultation with the parties, within forty-five days of the employee's request for a hearing. The date shall be set with due regard for the need of PSS to take action on suspension or revocation and for the need of the employee to have sufficient time to adequately prepare a defense.

c. The PSS Legal Counsel shall represent the Commissioner, as the employer, during the formal hearing process. The employee is entitled to retain counsel of his or her choosing, at his or her own expense, to represent himself or herself.

d. The pre-discipline decision shall serve as the notice of grounds for discipline. While the grounds may not be changed, the employer is not limited in the presentation of its evidence to matters that were presented at the pre-discipline hearing.

e. The hearing officer shall provide a date for the exchange of witness lists and documents intended to be introduced at the hearing. The hearing officer may also hold a pre-

(1) identify the issues for the hearing,

(2) stipulate as to uncontested facts,

(3) estimate the length of the hearing,

(4) mark exhibits, and

(5) determine the admissibility of contested evidence.

§4603. <u>Burden of Proof</u>. The employer shall have the burden of proving its charge by a preponderance of the evidence.

§4604. Conduct of Hearing.

a. The hearing shall commence with a reading of the charges and the employee

shall either admit or deny them.

b. Each side shall be permitted to make an opening statement.

c. The employer shall present evidence to support its charges, subject to cross-

examination.

d. The employee may present evidence to rebut the charges or mitigate their

gravity, subject to cross-examination.

e. Each side may present rebuttal and surrebuttal evidence.

f. After all the evidence has been presented, the employer may offer a closing

argument. The employee may then present a closing argument, followed by the final summation

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of the employer.

g. Proceedings hereunder shall be conducted consistent with the requirements of 1 CMC § 9109.

h. A recording shall be made of the proceeding to serve as the official record of all of its events.

§4605. <u>Evidence</u>.

a. The formal rules of evidence do not apply. Any relevant evidence of probative value is admissible with only the weight assigned to it affected by its nature.

b. The hearing officer shall administer oaths to witnesses.

c. Affidavits under penalty of perjury may be admitted.

d. Hearsay shall be admissible and may constitute sufficient evidence if relevant

and probative, of a kind that responsible persons are accustomed to relying upon in serious affairs, or such that a reasonable mind would accept the evidence as adequate to support a conclusion of ultimate fact.

§4606. <u>Decision</u>.

a. The decision-making process must comply with 1 CMC § 9110.

b. The attorney for the employer shall not participate in the private deliberations of the hearing officer.

c. The hearing officer shall issue a written decision with findings of fact and conclusions of law, and the reasons or bases for them, on all the material issues of fact, law and discretion presented on the record and the appropriate order affirming or rejecting the discipline.

d. The written decision and order shall be served on the employee and

Commissioner.

§4607. <u>Appeal</u>. The employee may appeal the agency decision pursuant to the procedures and time restrictions set forth in 1 CMC § 9112.

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CHAPTER 5: EMPLOYEE GRIEVANCES

A. Scope of this Chapter

§5101. <u>Included Matters</u>. All complaints regarding an employee's contract, violations of regulations by other than the employee, formal reprimands, performance evaluations, classification, within-grade increases and any form of discriminatory treatment in employment on the basis of sex, sexual orientation, race, religion, national origin, age or disability shall be brought as grievances pursuant to the procedures set forth in this chapter.

§5102. <u>Excluded Matters</u>. Specifically excluded from these procedures are appeals from employee discipline, comments on PSS regulations and discretionary decisions of assignment, transfer, promotion and non-renewal.

B. Employee Protection

§5201. <u>Restraint or Retaliation</u>. Employees will be free from restraint, interference, coercion, discrimination, reprisal and retaliation in the filing and prosecution of their grievances.

§5202. <u>Representation</u>. Employees have the right to be represented by counsel or other representative of their choosing in prosecuting a grievance.

C. First Step: Consultation with Supervisor

§5301. Prerequisite.

a. All grievances shall be initiated by the employee discussing the grievance first with his or her supervisor.

b. If the employee believes that his or her relationship with the supervisor is such that the matter cannot reasonably be discussed with the supervisor, then he or she may discuss it with a person at the next level of supervision.

§5302. Duty of Supervisor.

a. The supervisor shall have the duty to:

(1) listen carefully to the employee's grievance and take careful notes of what is said,

(2) obtain sufficient information from the employee or others to determine the merits of the grievance,

(3) inform the employee of the supervisor's decision of the merits, and

(4) if action is warranted, take or recommend, according to one's ability depending upon the supervisor's authority and position, whatever action is appropriate without unnecessary delay.

b. The supervisor shall inform the employee of the estimated time needed to take action and shall inform the employee of the results of his or her action immediately after it is taken.

D. Filing of the Complaint and Mediation

§5401. <u>When Filing is Permitted</u>. If the employee is unable to settle the grievance by consulting his or her supervisor, a grievance action may be commenced by filing a written complaint.

§5402. Contents of Complaint. The complaint must specify:

a. the identity of the aggrieved employee and the employee's work assignment,

b. the details of the grievance,

c. the corrective action desired, and

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d. the outcome of the employee's discussion with his or her supervisor.

§5403. <u>Filing of the Complaint</u>. The complaint must be filed with the Equal Employment Officer (EEO). There is no time limit for the filing of complaints; however, unreasonable delay in filing may reflect poorly on its merits or its importance to the employee.

§5404. Equal Employment Officer.

a. The EEO shall be responsible for the coordination and management of the grievance system.

b. The Commissioner shall designate no fewer than five (5) program specialists from PSS to serve as counselors. The EEO shall establish a training program on mediation, discrimination, the PSS regulations, the standard employment contract and other topics likely to arise within the scope of grievances for the counselors. Each of the designees shall complete the course of training to qualify as a counselor.

c. Upon receipt of a complaint, the EEO shall immediately assign a qualified counselor to the matter.

§5405. <u>Mediation</u>.

a. The counselor shall review the complaint, meet individually with the employee and supervisor, review the employee's personnel file and contract, interview co-workers and administrators, if appropriate, and do all acts necessary and proper to understand the grievance and its circumstances prior to any mediation. When he or she deems it to be more productive, the counselor may decide to conduct the mediation without the presence of the supervisor.

b. The counselor may seek advice at any time from the EEO. Prior to any mediation meeting, a counselor shall confer with the EEO regarding the goals and objectives of the meeting and obtain prior approval for any proposed resolution.

c. The counselor shall set a mediation meeting for a date within fourteen (14) days of the receipt of the complaint by the EEO and shall notify the employee, the supervisor, and any involved PSS administrator or employee of the time and place of the meeting. A person shall be considered "involved" if it is that person's action or inaction that is the subject of the complaint.

d. The counselor shall meet with the employee, supervisor and involved person, together, and, through mediation, attempt to bring about a speedy and just resolution to the grievance through facilitating the formation of an agreement among the affected individuals.

§5406. <u>Report</u>. The counselor shall prepare a written report to the EEO on whether or not an agreed disposition of the matter was reached, the nature of the disposition, the reasons for any failure to resolve the problem and if it was not resolved, the issues raised by the grievance and how the counselor believes they should be resolved. This report shall be confidential and shall not be provided to the parties or be made a part of any employee's personnel file.

E. Commissioner's Review

§5501. <u>Request for Review</u>. In the event that mediation fails to result in an agreed disposition, an employee may request that his or her grievance be reviewed by the Commissioner. Such a request must be made in writing by the employee to the EEO within thirty (30) days of the mediation meeting.

§5502. <u>EEO Report</u>. The EEO shall, based upon the report of the counselor, conduct any necessary follow-up investigation in order to prepare a report and a recommendation of an appropriate resolution to the Commissioner. The report shall be submitted to the Commissioner within thirty (30) days of receiving the request for a review. This report shall be confidential and shall not be provided to the parties or be made a part of any employee's personnel file.

§5503. <u>Commissioner's Decision</u>. Based on the EEO Report and a meeting with the employee in which the employee may present his or her grievance, the Commissioner shall review the grievance and determine an appropriate resolution. The decision of the Commissioner shall be in writing and shall be issued within fourteen (14) days of receiving the EEO Report.

F. Employee Appeal

§5601. <u>Notice of Appeal</u>. If the employee is not satisfied with the resolution provided for in the Commissioner's decision, then he or she may file a notice of appeal with the Chairperson of the Board of Education within thirty (30) days of receiving the decision. Failure to appeal will result in the decision of the Commissioner becoming the final resolution of the problem.

§5602. <u>Hearing Panel</u>. Upon receipt of the notice of appeal, the Chairperson shall without unreasonable delay appoint three Board members to sit as the hearing panel. The three members shall appoint one of their number to sit as the hearing officer.

§5603. <u>Scheduling the Hearing</u>. The hearing officer shall schedule a hearing, after consultation with the parties, to be held within forty-five (45) days of the employee's request for a hearing.

§5604. Legal Counsel.

a. The employer shall be represented by PSS Legal Counsel.

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b. The employee is entitled to retain counsel or his or her choosing at his or her own expense.

§5605. <u>Pre-hearing Conference</u>. The hearing officer shall provide a date for the exchange of witness lists and documents intended to be introduced at the hearing. The hearing officer may also hold a pre-hearing conference to accomplish one or more of the following tasks:

(1) decide the issues for the hearing,

(2) stipulate as to uncontested facts,

(3) estimate the length of the hearing,

(4) mark exhibits, and

(5) determine the admissibility of contested evidence.

§5606. <u>Burden of Proof</u>. The employee shall have the burden of proving its grievance by a preponderance of the evidence.

§5607. Conduct of Hearing.

a. The hearing shall be presided over by the hearing officer, but any decision on the merits of the grievance shall be made by a majority vote of the hearing panel. All three panel members must attend the hearing.

b. The hearing shall commence with a reading of the grievance.

c. Each side shall be permitted to make an opening statement with the employee

proceeding first.

d. The employee shall present evidence to support its grievance, subject to crossexamination.

e. The employer may present evidence to rebut the grievance, subject to cross-

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examination.

f. Each side may present rebuttal and surrebuttal evidence.

g. After all the evidence has been presented, the employee may offer a closing argument. The employer may then present a closing argument, followed by the final summation of the employee.

h. Proceedings hereunder shall be conducted consistent with the requirements of
 1 CMC § 9109.

i. A recording shall be made of the proceeding to serve as the official record of all of its events.

§5608. Evidence.

a. The formal rules of evidence do not apply. Any relevant evidence of probative value is admissible with only the weight assigned to it affected by its nature.

b. The hearing officer shall administer oaths to witnesses.

c. Affidavits under penalty of perjury may be admitted.

d. Hearsay shall be admissible and may constitute sufficient evidence if relevant and probative, of a kind that responsible persons are accustomed to relying upon in serious affairs, or such that a reasonable mind would accept the evidence as adequate to support a conclusion of ultimate fact.

§5609. Submission on Stipulated Facts.

a. If the parties agree or stipulate to the basic facts of the grievance, they are encouraged to set the stipulation out in writing and submit it to the hearing panel rather than conduct a hearing to develop the facts. The hearing panel may, however, after reviewing the stipulation, determine that a hearing is necessary, but shall limit the scope of the hearing to the issues that require evidence.

b. If the case is submitted on stipulated facts, both parties shall be given the opportunity to argue the law and the facts, both orally and in writing, before the hearing panel.

§5610. <u>Decision</u>.

a. The decision-making process must comply with 1 CMC § 9110.

b. The attorney for the employer shall not participate in the private deliberations of the hearing panel.

c. The hearing panel shall issue a written decision with findings of fact and conclusions of law, and the reasons or bases for them, on all the material issues of fact, law and discretion presented on the record and the appropriate order affirming or rejecting the discipline.

d. The written decision and order shall be served on the employee and Commissioner.

§5612. <u>Appeal</u>. The employee may appeal the agency decision pursuant to the procedures and time restrictions set forth in 1 CMC § 9112.

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CHAPTER 6: DISCRIMINATION AND HARASSMENT

A. Prohibited Acts

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§6101. <u>Discrimination and Harassment Prohibited</u>. No employee may discriminate or harass another person on account of that person's race, religion, sex, sexual orientation, national origin, age, disability or exercise of any rights protected by this chapter.

§6102. <u>Discrimination Defined</u>. Discrimination is the singling out of a person or persons for different treatment, regardless whether good or bad, based on the factors listed in § 5612.

§6103. Harassment Defined.

a. Verbal or physical conduct towards a person based on any of the factors listed in § 5612 which has the purpose or effect of creating an intimidating, hostile or offensive work environment constitutes harassment. Examples of this form of harassment include, but are not limited to, jokes, comments, slurs, epithets and disparaging remarks.

b. Sexual harassment means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when either:

(1) submission to such conduct is made explicitly or implicitly a term or condition of employment,

(2) submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual, or

(3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

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c. Sexual harassment can include, but is not limited to, jokes, comments,

touching, and pressure for dates or sexual activity.

PUBLIC SCHOOL SYSTEM P.O. BOX 1370, SAIPAN, MP 96950

POLICY OF NONDISCRIMINATION

Public School System ("PSS") is an equal opportunity employer dedicated to a policy of nondiscrimination in employment upon any basis, including sex, sexual orientation, race, religion, national origin, age or disability. In reading and answering the following inquiries, please keep in mind that none of the questions are intended to imply any limitations, illegal preferences, or discrimination based upon any information that is not job-related.

This application will be given complete consideration, but its receipt does not imply that you will be employed. Please fill it out completely. You must also submit a resume with this application.

APPLICATION FOR CERTIFIED EMPLOYMENT

Name Sod Current Address: Street Address/Box Number Permanent Address: (Leave blank if the same as your content of the same as your conten				
Street Address/Box Number Permanent Address:	Social Security No			
Permanent Address:				
Permanent Address:	City	State	Zip	
(Leave blank if the same as your c		· · · · · · · · · · · · · · · · · · ·		
	urrent address)		
Daytime Phone at Which You Can Be Reached: ()			
Evening Phone at Which You Can Be Reached: ()	<u> </u>		
Are you a CNMI Government retiree?		Yes	No	

pe of Work Desi	red:	Full Time	Part Time	Temporary (check one
lary Desired:			(monthly	
ENERAL INFO	RMATI	ON		
Have you ever a yes, please give the r which you appli different from you	he date o ed. State	of application and e your name at t	d the position	YesNo
Have you ever b yes, please give d ate your name wh esent name.	lates of e	mployment, and	position(s) held.	
If hired, will you d days required fo no, explain on a s	or the po	sition(s) for whi	ch you are applyir	ng? Yes No
Do you have any ight affect your er yes, explain on a	nployme	ent with PSS?		YesNo
If hired, can you older? no, explain on a s		- , ·	re 18 years of age nd attach it.	YesNo
the Commonwea	lth of the S. citized pact of H	e Northern Maria n, national, spou Free Assn. citize	se of a U.S. citizer	
Do you have a to not, state whether	-		ed one and when:	YesN
Have you ever h	- 1	dverse action or	any disciplinary a	ction

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 $\left(\begin{array}{c} \vdots \end{array} \right)$

9. Do you have any language abilities (such as reading or speaking a language other than English) that might help you perform the job(s) for which you are applying? If yes, explain on a separate sheet of paper and attach it.

_____ Yes _____ No

_____ Yes _____ No

10. Have you ever been convicted, pled guilty, or pled "no contest" to any felony or misdemeanor? Note: a "yes" answer does not automatically disqualify you from employment since the nature of the offense, the date it was committed, and the type of job for which you are applying will be considered.

If yes, explain on a separate sheet of paper and attach it.

11. Have you been charged with a crime that has not yet resulted in a plea of guilty or no contest by you, a trial, or a dropping of the charge:

Note: a "yes" answer will not automatically disqualify you from employment.

If yes, explain on a separate sheet of paper and attach it.

12. Have you received a copy of the Regulations for the Public School System Employment of Certified Personnel?

Yes No

Yes

No

13. EMPLOYMENT HISTORY

PRESENT & FORMER EMPLOYERS				
(List Most Recent First)	MAY WE CONTACT YOUR PRESENT EMPLOYER? YES NO Job Title & Duties			
Company Name				
Address	Dates of Employment From To			
City, State, Zip	Reason for Leaving			
Supervisor (and phone number, if known)	Your Name When Employed, If Different From Present Name			

Company Name	Job Title & Duties
Address	Dates of Employment From To
City, State, Zip	Reason for Leaving
Supervisor (and phone number, if known)	Your Name When Employed, If Different From Present Name
Company Name	Job Title & Duties
Address	Dates of Employment From To
City, State, Zip	Reason for Leaving
Supervisor (and phone number, if known)	Your Name When Employed, If Different From Present Name
Company Name	Job Title & Duties
Address	Dates of Employment From To
City, State, Zip	Reason for Leaving
Supervisor (and phone number, if known)	Your Name When Employed, If Different From Present Name
Company Name	Job Title & Duties
Address	Dates of Employment From To
City, State, Zip	Reason for Leaving
Supervisor (and phone number, if known)	Your Name When Employed, If Different From Present Name
Company Name	Job Title & Duties
Address	Dates of Employment From To
City, State, Zip	Reason for Leaving
Supervisor (and phone number, if known)	Your Name When Employed, If Different From Present Name

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Please Account for Any Time You Were Not Employed After Leaving School in the Past Ten Years. (You need not list any unemployment periods of one month or less.)

Time Period(s)

Reason(s) for Unemployment

IF YOU WERE UNABLE TO LIST ALL PAST JOBS OR PERIODS OF UNEMPLOYMENT ON THIS FORM, PLEASE ATTACH ADDITIONAL INFORMATION ON A BLANK SHEET OF PAPER.

14. EDUCATIONAL DATA

SCHOOLS ATTENDED	NAME OF SCHOOL AND LOCATION (HIGHEST GRADE COMPLETED)	DID YOU GRADUATE? YES NO	DEGREE/ DIPLOMA/ CERTIFICATE	GRADE POINT AVERAGE	MAJOR COURSES OF STUDY
HIGH SCHOOL(S)			DO NOT ANSWER		DO NOT ANSWER
TECHNICAL, BUSINESS OR MILITARY TRAINING					
COLLEGE OR UNIVERSITY					
GRADUATE SCHOOL					
ADDITIONAL JOB-REI EXPERIENCES:	LATED SEMINARS, SHORT (COURSES, WORK	SHOPS, OR OTHE	ER EDUCATION	NAL

15. MILITARY EXPERIENCE

B. If so, list the branch and highest rank obtained: ______ Yes _____No C. Dates: From

C. Dates: From ______ to _____ D. Discharge: _____ Honorable _____ Other (explain on a separate sheet of paper)

16. REFERENCES: LIST THREE INDIVIDUALS WHO ARE NOT FORMER EMPLOYEES OR RELATIVES

NAME	ADDRESS	PHONE NUMBER	OCCUPATION

17. Please add any additional information (except that which identifies your race, sex, age, religion, national origin, disability or other non-related personal information) that you think may be relevant to a decision to hire you.

IMPORTANT

Please Read Each Paragraph Carefully Before Your Interview. You Will Be Asked To Sign Each One To Show Your Consent During the Interview.

Representation That Application Is Filled Out Truthfully:

By my signature placed below, I promise that the information provided in this employment application and accompanying resume is true and complete, and I understand that any false information or significant omissions may disqualify me from further consideration for employment, and may be justification for my dismissal from employment if discovered at a later date. I agree to immediately notify the company if I should be convicted of a felony, or any crime involving dishonesty or a breach of trust, while my job application is pending or, if hired, during my period of employment.

Date: Signature: _____

Consent to Investigate Criminal Records:

I authorize the CNMI Public School System's investigation of all statements contained in this application and accompanying resume. I understand that this investigation will include obtaining a police clearance from the CNMI Department of Public Safety, if applicable, and a record of arrests and dispositions from the Federal Bureau of Investigation.

Date: _____ Signature: _____

Consent to Review License/Credential Records & NASDTEC Records:

I authorize the CNMI Public School System's investigation of all statements contained in this application and accompanying resume by reviewing the records of any state licensing authority under which I currently am, or formerly was, licensed and any record of employment history available from the National Association of State Directors of Teacher Education and Certification Clearing House.

Date: _____

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Signature:

Consent to Review Employment Records:

I authorize the CNMI Public School System (PSS) to contact my present employer (unless otherwise noted in this application form), past employers, past and present co-workers, listed references and review any records of my past or present employment (unless this form indicates that the present employer is not to be contacted) that PSS finds relevant in determining my suitability for the employment position applied for.

I also authorize any person, school, current employer (except as previously noted), past employers, and organizations named in this application form and accompanying resume to provide PSS with relevant information and opinions that may be useful to PSS in making a hiring decision, and I release such persons and organizations from any legal liability in making such statements.

Date: _____

Signature: _____

Consent to Physical Examination and Review of Medical Records:

I give permission for a complete physical examination by the CNMI Public School System (PSS), including a drug screening exam and x-rays, and I consent to the release to PSS of any and all medical information, as may be deemed necessary by PSS in judging my capability to do the work for which I am applying.

Date:

Signature: _____

Consent to Drug Testing:

I give permission for the CNMI Public School System (PSS) and its authorized representatives to collect blood, urine, saliva, or hair samples from me and to conduct any necessary tests to determine the presence or use of drugs or controlled substances. Furthermore, I give my consent for the release of the results of such test and related medical opinion to PSS or its authorized representatives. I understand that if I refuse to consent, I may be refused employment, or if already employed, subject to disciplinary action, including discharge from employment.

Date: _____ Signature: _____

THIS IS AN APPLICATION -- NOT A CONTRACT.

I UNDERSTAND THAT THIS APPLICATION DOES NOT, BY ITSELF, CREATE A CONTRACT OF EMPLOYMENT. I UNDERSTAND AND AGREE THAT, IF HIRED, MY EMPLOYMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE EMPLOYMENT CONTRACT FOR CERTIFIED PERSONNEL AND THE RULES AND REGULATIONS OF THE PUBLIC SCHOOL SYSTEM.

Date: _____

Signature:

A MEDICAL EXAMINATION IS REQUIRED FOR THIS JOB.

IF YOU ARE HIRED, A MEDICAL EXAMINATION WILL BE REQUIRED BEFORE YOU START WORK. IF THE EXAMINATION DISCLOSES MEDICAL CONDITIONS THAT PREVENT YOU FROM SUCCESSFULLY PERFORMING THE ESSENTIAL FUNCTIONS OF THE JOB, PSS WILL ATTEMPT TO MAKE ACCOMMODATIONS TO ALLOW YOU TO WORK. IF NO REASONABLE ACCOMMODATIONS CAN BE FOUND, OR THEY CAUSE AN UNDUE HARDSHIP ON PSS, THE TENTATIVE OFFER OF EMPLOYMENT WILL BE WITHDRAWN.

Date:

Signature:

CERTIFICATION OF PSS RECRUITER

I hereby certify that ______ has personally appeared before me on this date and has voluntarily executed the following waivers and notices in my presence:

- 1. Representation That Application Is Filled Out Truthfully.
- 2. Consent to Investigate Criminal Records.
- 3. Consent to Review License/Credential Records & NASDTEC Records.
- 4. Consent to Review Employment Records.
- 5. Consent to Physical Examination and Review of Medical Records.
- 6. Consent to Drug Testing.
- 7. This Is An Application -- Not A Contract.
- 8. A Medical Examination Is Required For This Job.

	Executed on this	day of	, 199, at	_(city),
			(state, territory or commonwealth).	
Dated:			PSS Recruiter (Print and Sign Name)	

(end of 8 pages of application form)

FOR YOUR INFORMATION

Read the rules and regulations for employment:

Many of the questions you may have about employment by the Public School System will be answered in its employment regulations. These regulations, which you have received, explain the hiring process in chronological order from recruitment and interviewing, the employment decision, the employment contract, and the contract period to renewal. Teachers and librarians will have to be certified in the CNMI for their contracts to be valid. That process is described in the regulations. The regulations also set the standards of conduct for employees, discipline of employees and employee grievances. Please take the time to read them before coming to your interview. They will tell you a lot about our attitude towards the job for which you are applying.

What if your interview goes well:

In the event that the PSS Recruiter determines that he or she will recommend you for employment, then you will be asked to provide a certified copy of your teaching certificate, if applicable, to the PSS Recruiter. In some cases you may also be asked to arrange to have your post-secondary institution(s) send an official copy of your transcript of courses, grades, and degrees awarded to the Staff Services Officer at the CNMI Public School System, P.O. Box 1370, Saipan, MP 96950.

The Recruiter will verify your work experience and contact your present or former supervisors and co-workers to determine your suitability for employment. The Staff Services Officer on Saipan shall seek a police clearance if a local CNMI resident applicant and shall obtain a National Association of State Directors of Teacher Education and Certification clearance for all applicants.

Your first notice -- the Intent to Offer Employment Letter:

If the decision is made to offer you employment, you will be notified by receiving an Intent to Offer Employment Letter. This letter is not a contract of employment or an offer of employment; it is notice that PSS intends to make you an offer of employment in the near future. This offer may not be made despite these intentions for various reasons, such as budgetary restraints. You will be asked to have your local police department fill out two fingerprint cards for you and mail them to the Staff Services Officer. These cards will be provided to the Federal Bureau of Identification (FBI) to do a more thorough criminal records check to be considered in determining whether to issue you a certificate as a teacher or librarian.

When am I employed exactly?

If your application process continues to proceed favorably you will next receive an executed contract of employment. You are to sign it, keep a copy and return the original. At this point, you have been hired. However, the contract is subject to a medical examination that discloses no conditions that will prevent you from performing the essential functions of the job

or that will pose a significant risk of substantial harm to your health or safety or that of other people in the workplace that cannot be reasonably accommodated or that will cause an undue hardship on PSS. Before you commence your contract, you must undergo the physical examination at the Commonwealth Division of Public Health.

What about licensing?

Within 14 days of starting your contract, you must submit to the Board of Education a completed application for a teacher or librarian basic certificate. The results of your physical examination, a statement from a state or national education agency that you have a license and that it has not been suspended or revoked, two passport-size color photographs and verification from the Staff Services Office that you have already submitted two complete fingerprint cards must accompany the application. A decision by the Certification Committee will rendered within 60 days of the filing of a completed application. During the interim, the Staff Services Officer will grant you a *temporary* certificate so that you may work. The basic certificate will be valid for a period of two years from the date on which it is issued, unless earlier revoked or suspended.

What benefits are given to persons who have to move to accept employment?

Persons with a point of hire that is different than the island assigned for work are referred to as "off-island hires." These persons will be provided a contract addendum entitled "Off-Island Hire Terms and Conditions" to execute at the same time as the contract. You may ask to see the addendum during your interview. As the benefits frequently change, the addendum in use during your interview will provide the most accurate information.

Round trip airfare from the point of hire to the island assigned for work and three days of hotel accomodations and meal allowances are provided for the employee and up to three of his or her dependents. There are a number of conditions attached to these benefits which are explained in the contract addendum.

How do I find out more about the CNMI?

A commercial Internet service provider maintains a home page for the CNMI on the World Wide Web at *http\\www.saipan.com*. You can also write to the Staff Services Officer for the Public School System at P.O. Box 1370, Saipan, MP 96950.

You may tear off these last two pages and keep them for your information. No handwritten or oral changes to the matters herein are authorized. The information provided is for your convenience. The Public School System expressly reserves the right to change the regulations, procedures and contract at any time.

EXHIBIT



Applicant's Name Street Address City, State, Zip Code

Re: Intent to Offer Certified Employment

Dear (Applicant):

This letter is to inform you that the CNMI Public School System intends to make an offer of employment to you. This letter is not, however, the offer of employment. The actual offer of employment will be made when you receive a contract of employment with only your signature block left blank. You can accept that offer by signing the contract without making any alterations to it.

The purpose of this letter is to notify you that your contract is being prepared and routed through the Public School System. Before you make any major decisions, you should know that there is always a possibility that your contract may not be approved due to budget restraints or other unforseen problems. It is best to wait until you have a signed contract in hand.

Finally, I have enclosed several blank fingerprint cards. You must take these to your local law enforcement agency and ask them to take your fingerprints and fill out two complete cards. These will be used for an FBI criminal records check. Please mail these two cards back to me without delay.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

EMPLOYMENT CONTRACT FOR CERTIFIED PERSONNEL

THIS CONTRACT FOR SERVICES is made and entered into upon the execution of the last of all the required signatures to this contract, by and between the **PUBLIC SCHOOL SYSTEM OF THE COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS**,
P.O. Box 1370, Saipan, MP 96950, a non-profit corporation responsible as the state education agency for pre-school, elementary and secondary education at 1 CMC § 2251, hereinafter referred to as "PSS," and _______, Address:

, hereinafter referred to as "Employee."

Terms and Conditions of Employment

EMPLOYMENT: PSS hereby employs the Employee to fulfill the duties of the following job classification:
 ______. The requirements of this position are described in the attached Job Description, which has been read and is understood by both parties.

a. Location: These services are to be performed primarily on the island of ______.

b. Compensation Level: The Employee shall receive an annual salary of \$______and shall be initially classified at Grade _____, Level _____.

c. Term: Employment shall commence on the _____ day of ______, 199___ and shall continue to the _____ day of ______, 199___.

d. Retiree Limitation: The Employee _____ is _____ is not a CNMI Government retiree who has received retirement benefits from the government. If the Employee is such a retiree, then the maximum number of calendar days of employment per fiscal year must be indicated here for this Contract to be valid: ______.

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2. OBLIGATIONS: Employee hereby agrees to be responsible for and perform all the acts and duties pertaining to the Employee's employment as a teacher or librarian during the assigned teaching period including, but not limited to, the following:

a. To teach on a full-time basis, in a faithful and efficient manner, those grades and subjects as are assigned from time to time by PSS through its Commissioner and its subordinates.

b. To conform to all rules and regulations of the Board of Education.

c. To make such reports as may be required by the Commissioner of Education or other members of the administrative staff.

d. To initially qualify, and remain throughout the contract term qualified, for certification as a teacher or librarian, as applicable.

e. To perform such other and further duties as required by the Commissioner of Education as may be assigned from time to time consistent herewith.

3. EMPLOYEE'S RESUME AND APPLICATION: Employee hereby represents that all the statements made in the Job Application and the Employee's Resume are truthful and accurate. PSS has relied on these statements in making the decision to offer employment and in certifying the Employee. Any material omissions or misstatements will be a ground for termination and for revoking the Employee's certification. The Job Application and Employee Resume are hereby attached and incorporated by this reference into this Contract. In the event that this Contract is for renewal, the Job Application and Employee Resume attached to the Employee's first Employment Contract for Certified Personnel are herein incorporated by reference as though attached hereto unless the Employee chooses to submit and attach either a new Job Application or a new Employee Resume, or both.

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4. WORK SCHEDULE: The Employee shall work three hundred eighty (380) days during the contract term as assigned by PSS. It is expected that these days of work shall be performed on weekdays. For other days to qualify, permission must be received in writing in advance from the Staff Services Officer. PSS may, in its sole discretion, assign the Employee to a multi-track school year, a conventional school year, or to two school years in immediate succession, of either or both types, during the contract term.

5. COMPENSATION: As compensation for the services to be provided hereunder, Employee shall be paid the total sum stated in § 1(b) per annum for two years, which total sum shall be payable in 52 equal bi-weekly installments. In the event that the Employee is discharged for sufficient and just cause in accordance with the PSS regulations. or shall have such Teacher's or Librarian's certificate suspended or revoked, the Employee shall not be entitled to any compensation from and after such dismissal or certificate suspension.

a. Within-Grade Increase: PSS may, in its sole discretion, grant a five percent (5%) within-grade increase in salary during the second year of this contract if the Employee receives a satisfactory job evaluation for services performed during the first year.

b. Overtime: The Employee shall not be eligible for overtime pay or compensatory time. Work done by certified personnel is professional in nature and is paid for on a salary basis.

6. RESTRICTION ON HIRING OF CNMI GOVERNMENT RETIREES AND

SUBSTITUTE TEACHERS AND LIBRARIANS: Pursuant to 1 CMC § 8392(c), any person who has retired and received retirement benefits from the Government of the Northern Mariana Islands who is hired by PSS as a teacher cannot be employed for more than sixty (60) calendar days in any fiscal year without forfeiting any retirement benefits. The Employee understands

Page 3 of 10 Pages

that this Contract does not change that law. In addition, the Regulations for the Public School System Employment of Certified Personnel prohibit substitute teachers and librarians from being employed for more than sixty (60) calendar days in any fiscal year. The Employee understands that this Contract does not change the restriction in the regulations.

a. The following Contract modifications apply to CNMI Government Retirees, Substitute Teachers and Substitute Librarians:

(1) Section 1(b): Compensation shall be paid on a daily basis for each calendar day, or portion of a calendar day in which the Employee is assigned to work. The compensation for one day's work shall be 1/190 of the annual salary listed in § 1(b).

(2) Section 4: The number of days to be worked shall be determined by the Staff Services Officer up to a maximum number of days per fiscal year as written in § 1(d). Work is assigned on a daily basis.

(3) Section 5: Compensation shall be paid bi-weekly for any week in which work has been assigned and performed. No within grade increases shall be awarded because of the limited nature of this Contract. The Employee shall not be eligible to receive overtime pay or compensatory time leave.

(4) Section 9: No insurance benefits are granted under this Contract, nor are any existing rights to insurance coverage or benefits affected hereby.

(5) Section 10: No right to receive leave is granted under this Contract.

(6) Section 11: There shall be no liquidated damages awarded to PSS in the event of a resignation.

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7. WORK ASSIGNMENT: Employee may be assigned by PSS to teach at any school,

Page 4 of 10 Pages

to teach any grade and to teach any subject matter on the island assigned in § 1(a).

8. RENEWAL: There are no tenured employment positions offered by PSS. This contract is only for the term stated in § 1(c) and no right to renewal is granted, expressly or impliedly, by PSS to the Employee regardless of whether job performance during the contract term is satisfactory. An offer for continued employment is completely within the discretion of PSS. If the Employee wishes to be considered for an additional contract period, then notice should be given to PSS six (6) months in advance of the termination date for consideration.

9. INSURANCE BENEFITS: The Commonwealth government makes available health insurance and life insurance coverage for its employees. These are group policies in which the Employee, at its discretion, may wish to participate. Participation is on a shared basis where the employer pays a portion of the insurance premium and the employee pays the remainder. The Commonwealth government permits PSS employees to participate in these group plans. If the Employee chooses to participate, then PSS will contribute to premiums on the same basis as the Commonwealth government contributes for its employees.

10. LEAVE: An employee who has been employed by PSS for six years or less shall accrue annual leave at the rate of two (2) hours per pay period. An employee who has been employed by PSS for more than six years shall accrue annual leave at the rate of three (3) hours per pay period. The use of annual leave is subjet to the conditions set forth by regulation. Unused annual leave will be paid for at the end of the contract period. Certified employees are not eligible to receive sick leave.

11. **RESIGNATION**: The Employee may resign during the term of this contract only if accepted or agreed to by PSS. It is the practice of PSS not to accept any resignation unless or

Page 5 of 10 Pages

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until a satisfactory replacement assumes the Employee's duties.

a. If the Employee abandons or leaves employment during the contract term within the first two years of employment with PSS without the concurrence of PSS, the Employee shall pay Ten percent (10%) of the Employee's annual salary as liquidated damages together with any attorneys' fees or costs incurred by PSS to collect the same. This amount may be withheld from any payments due to the Employee from PSS, including, but not limited to, the final paycheck, lump sum annual leave, or a check for a housing stipend. The parties stipulate and agree that the amount so fixed is a reasonable forecast of just compensation for the harm caused by such breach and the harm caused by the breach is one that is incapable or very difficult of accurate estimation. This liquidated damages provision shall not be construed to grant the Employee the right to resign.

12. OTHER LAWS AND RULES: This Contract is not intended to set forth all of the various duties and obligations of the parties hereto, but rather is made subject to the PSS rules and regulations, as amended from time to time. The Employee has been presented with a copy of the rules and regulations concerning standards of conduct for teachers.

13. SEVERABILITY: The clauses, sentences and parts of this Contract are severable to the extent found to be unlawful or ineffective, by a court of competent jurisdiction, but the illegality or ineffectiveness of any such clause, sentence or part shall not affect any other clause, sentence or part of this Contract. Rather, the remaining provisions hereof shall remain in full force and effect.

14. ENTIRE AGREEMENT: This Contact, together with any exhibits or documents identified or referred to herein, such as the job description and the off-island hire terms and

Page 6 of 10 Pages

conditions (if applicable), contains the entire agreement of the parties with respect to the matters covered herein as of the date of execution hereof, and no other agreement, statement, or promise made by any party, or to any agent of any party, prior to the date of this Contract shall be binding or valid.

15. MODIFICATION: This Contract is not subject to modification except in writing, duly signed by the parties to be charged thereunder.

16. GOVERNING LAW: The laws of the Commonwealth of the Northern Mariana Islands shall govern the validity, construction, and effect of this Contract. Any action brought for the enforcement of this Contract shall be brought in the courts of the Commonwealth of the Northern Mariana Islands only.

17. GRIEVANCE PRIOR TO LAWSUIT: The Employee hereby agrees that prior to filing any legal or equitable claim in court, he or she will first file a grievance with PSS and prosecute it to a conclusion pursuant to Chapter 5 of the PSS rules and regulations for the employment of certified personnel. Furthermore, the Employee agrees to act in good faith in pursuing the grievance remedy. If upon conclusion of the grievance proceedings, the Employee is not satisfied with the determination, then an action at law or equity may be filed in court to remedy the grievance. The Employee understands that this is a limitation on its right to sue and that a lawsuit cannot be filed until complying with this section of the Contract.

18. OFF-ISLAND HIRE: If the Employee's point of hire was outside of the island which is the place of work assignment in § 1(a), then the Off-Island Hire Terms and Conditions of Employment, which must be attached hereto, apply to this Contract.

19. FORMATION OF CONTRACT: This contract form is not valid unless signed by

Page 7 of 10 Pages

all the parties indicated by the signature blanks. All government signatures must be executed first. At that time, the Contract form constitutes an offer of employment to the Employee. When the Employee signs the Contract without alteration, a contract of employment is established. Any alteration or modification of this Contract form by the Employee will constitute a rejection of the Contract, regardless of whether or not it is signed by the Employee.

20. MEDICAL EXAMINATION: This offer of employment is tentative. A medical examination will be required before the Employee starts work. If the examination discloses medical conditions that prevent the Employee from successfully performing the essential functions of the job, PSS will attempt to make accommodations to allow the Employee to work. If the examination discloses a medical condition that poses a significant risk of substantial harm to the health or safety of the employee or other people in the workplace, PSS will attempt to make accommodations to allow the Employee to work. In either case, if no reasonable accommodations can be found, or if they cause an undue hardship on PSS, the parties agree that this contract will be void.

Page 8 of 10 Pages

IN WITNESS WHEREOF, the parties hereto have executed this Employment Contract on the dates noted by their respective signatures.

STAFF SERVICES OFFICER

I hereby certify that this person is qualified for a temporary certificate, that I have received verification of education and teaching experience and a criminal conviction clearance, or their substitute as provided for in the regulations, and that I have correctly classified the Employee and correctly determined the appropriate salary level. This Employee_____ is or ______ is not an Off-Island Hire entitled to benefits under § 18.

Date: _____

PSS Staff Services Officer

FISCAL AND BUDGET OFFICER

I hereby certify that this position is within the FTE requirement of PSS under the

appropriation act of P.L. No. _____ and that there are sufficient funds available in Account

No. _____ for the a total obligation of \$_____ required for this contract.

Date:

PSS Fiscal and Budget Officer

Page 9 of 10 Pages

LEGAL COUNSEL

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I hereby certify that this is the proper contract form for this employment position, that the Commissioner has the legal capacity to execute contracts to employ PSS personnel, that this form has been filled out completely, and that the job description, application, and resume are attached.

Date:

PSS Legal Counsel

CONTRACTING PARTIES

FOR PSS:

Date: _____

COMMISSIONER

FOR THE EMPLOYEE:

Date: _____

EMPLOYEE

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COMMONWEALTH REGISTER VOLUME 18 NUMBER 11 NOVEMBER 15, 1996 PAGE 14568

OFF-ISLAND HIRE TERMS AND CONDITIONS

for _____(Employee's Name)

This is an addendum to the **Employment Contract for Certified Personnel**. It provides additional benefits to those Employees whose point of hire is different than the island assigned for work. In order for this to be applicable to an Employee, the Staff Services Officer must certify in the contract that the Employee is an Off-Island Hire.

This additional portion of the Contract shall be referred to herein as the "Addendum."

1. Definitions:

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a. "Off-Island Hire" shall mean an Employee whose point of hire is certified by the Staff Services Officer in this Addendum to be other than the island assigned for work.

b. "Dependent" shall mean the lawfully married spouse or children (natural children, legally adopted children and step-children) under 18 years of age or under guardianship who shall primarily reside with the Off-Island Hire Employee while in the CNMI:

(1) Determination of Dependents: The identity of dependents shall be determined upon the execution of this Addendum. Their names shall be filled in by the Employee on the last page. A change in dependents prior to expatriation to the CNMI shall require the execution of a new Addendum.

(2) No Addition of Dependent During Contract Term: The identity and number of persons considered as dependents under this Contract shall not change during the contract term regardless of any change of family status through marriage, birth, adoption or guardianship.

(3) Subtraction of Dependents During Contract Term: The loss of dependent

Page 1 of Addendum

status for a spouse through divorce, for a child by reaching the age of 18 or changing primary residence to another household, or for a ward by the termination of a guardianship shall disqualify the person for expatriation benefits if they have not traveled yet to the CNMI, but shall not disqualify the person for repatriation benefits if they have already been expatriated.

c. "Early Termination" shall mean the termination of the contract prior to the end of its term due to resignation, repeated failure to report to work or dismissal.

d. "Expatriation" shall mean the initial travel at the commencement of the contract term from the point of hire to the island assigned for employment. Expatriation shall occur only once per person during a contract term.

e. "Repatriation" shall mean the return travel at the conclusion of the contract term from the island assigned for employment to the point of hire. Repatriation shall occur only once per person during a contract term. In the case of a renewal of a contract, there shall be no additional expatriation or repatriation benefits. The repatriation benefits that accrued from the first contract may be carried over through each renewal period.

2. Expatriation and Repatriation: An Off-Island Hire Employee and a maximum of three (3) of his or her dependents shall be expatriated to the island of the work assignment from the point of hire and shall be repatriated back from the island of the last work assignment to the point of hire at the expense of PSS subject to the following restrictions:

a. Transportation shall be by coach or tourist class air transportation by the least expensive carrier and shall be arranged by PSS.

b. Any dependent whose transportation costs are to be reimbursed by PSS under this section shall travel to or from the CNMI within six months of the expatriation or repatriation,

Page 2 of Addendum

respectively, of the Employee; provided however, that the amount of the reimbursement shall be no greater than the cost of travel would have been had the dependent traveled with the Employee.

c. The Employee shall be responsible for the costs of ground transportation, food and lodging during travel for expatriation and repatriation.

d. The Employee shall be responsible for the costs of shipping any items between the point of hire and the place of work assignment, including but not limited to, household effects.

e. Repatriation shall be afforded only after the Commissioner has certified that the Employee has no outstanding debts owed to PSS. Repatriation benefits must be used within one year of the termination date of employment.

3. Early Termination of Contract:

a. First Year of Employment: In the event of an early termination within the first year of employment with PSS, the Employer will not be obligated to provide repatriation benefits, and the Employee will be required to repay all expatriation costs for the Employee and his or her dependents. This is in addition to the consequences provided by contract and other law and those remedies specifically provided for in the Employment Contract for Certified Personnel, such as liquidated damages for resignation in § 11.

b. After One Year of Employment: In the event of an early termination after completing one year of employment, the same consequences described above in § 3(a) will apply, except that the Employee will not be required to repay the expatriation costs incurred by PSS.

These additional terms and conditions shall apply to the above-named Employee under the Employment Contract for Certified Personnel and are agreed to by both the Employee and the Employer. This document consists of six pages.

Page 3 of Addendum

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For the Employer:

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Commissioner of Education

This Data Must Be Filled Out Before The Employee Signs The Addendum

Point of Hire: ______ (To be filled out by Staff Services Officer.)

Dependents:

	Name	Age	<u>Relationship</u>
1			
2			
3			
4	· · ·		
5			

I hereby agree to the terms and conditions of this Addendum and certify that the above information is true and correct. I understand that a misstatement of fact in the Contract or Addendum may affect the validity of the agreement and be a basis for dismissal.

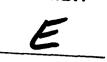
Employee

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Date: _____

Page 4 of Addendum

COMMONWEALTH REGISTER VOLUME 18 NUMBER 11 NOVEMBER 15, 1996 PAGE 14572



APPLICATION FOR TEACHER & LIBRARIAN CERTIFICATION

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS BOARD OF EDUCATION *Attention Certification Committee* P.O. BOX 1370CK SAIPAN, MP USA 96950

The following information is designed to help you complete the application form properly and to understand the certification process. Please remove the instruction pages from the actual application and keep them with a photocopy of the complete application packet until your certificate is approved and in your possession.

Applications not completely and accurately filled out and accompanied by all required supporting documents may be returned to the sender for completion. In addition to a completed application packet and supporting documents you are responsible for providing two passport-size color photographs of yourself, documentation of satisfactory results of a proper medical examination, and written verification from the PSS Staff Services Office that you have submitted two complete fingerprint cards to them previously. We do not maintain pending files and cannot match pieces of an application that arrive separately so make sure that everything is submitted together.

SECTION 1: PERSONAL INFORMATION

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Type or print, using black ink, all information required on the application. Use your full legal name. You must also list all former names, including your maiden name. If your address changes before you get your certificate, be sure to notify us in writing of the change and include your full name and social security number on the correspondence. Fill in your sex, height, weight, and eye and hair color. This information should be identical to the information that you previously provided on the fingerprint cards.

SECTION 2: CHARACTER AND FITNESS

Read the questions carefully before you answer them. If you answer "yes" to any question, you must submit a full explanation and your application will be referred to staff working with the Certification Committee for evaluation of your fitness to teach, or be a librarian, or fitness or competence to perform other duties which would be authorized by the certificate.

Note: Information that you provide is subject to investigation of your moral character and true identity by means of review of information, reports, records, and other data from any agency or department of the Commonwealth or any other jurisdiction when secured by the Certification Committee for such purposes

SECTION 3: OATH, AFFIDAVIT AND RELEASE

Every person applying for a certificate must complete the "Oath and Affidavit," without alteration, and sign his or her full legal name as printed at the top of page 1 of the attached application. If you do not sign the attached "Oath and Affidavit," your application will be rejected.

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APPLICATION FOR BASIC OR INTERMEDIATE TEACHING CERTIFICATE

SECTION 1. PERSONAL INFORMATION (PLEASE PRINT OR TYPE USING BLACK INK)

Social	Security N	lumber			·	Date of	Birth	
Legal I Former (Includ	r Name(s): ling first,_				en Last	Ноте Р	hone ()
					· · · · · · · · · · · · · · · · · · ·	Work P	hone ()
		City		State	Zip Code	Sex		_ Height
		Спу		State	-	Weight_		_ Eye Color
Circle	which Ce	rtificate	you are a	applying for	. BASIC		INTER	MEDIATE
	on please a	estion by attach a f	checkin full expla	ig the "yes" anation of yo	HARACTER or "no" line, which our answer.	hever is true. If		ver yes to any NO
2.	2. Have you ever held or do you presently hold a credential or license authorizing you to teach in public schools in another state? If you answered Yes you must complete a "Verification of Good Standing" form for each jurisdiction you have been credentialed or licensed in and return it with this application.							
3.	includin state or If you Convid	ng plead place? answe	ing nolo ered Ye form fo	contendere, s you mu	y felony or misdem in the CNMI or in st complete the onviction and re	any other "Criminal		

COMMONWEALTH REGISTER VOLUME 18 NUMBER 11 NOVEMBER 15, 1996 PAGE 14574

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
BOARD OF EDUCATION
ATTENTION CERTIFICATION COMMITTEE
P.O. BOX 1370CK
SAIPAN, MP 96950
011(670)664-3711

- 4. Do you have any mental or physical disability or communicable or contagious disease which would prevent you from teaching or being a librarian?
- 5. Are you addicted to the use of alcohol?

6. Are you addicted to the use of any narcotics or drugs?

- 7. Have you ever had *any credential*, including but not limited to any Certificate of Clearance, permit, credential, license, or other document authorizing school service or teaching, suspended, revoked, voided, denied, and/or otherwise for cause in any state or other place?
- 8. Have you ever had *any application* for a credential, including but not limited to any Certificate of Clearance, permit, credential, license, or other document authorizing school service or teaching denied and/or rejected for cause in any state or other place?
- 9. Have you been dismissed, resigned from, entered into a settlement agreement, or otherwise left school employment to avoid investigation for alleged misconduct and/or dismissal in any state or other place?
- 10. Are you now the subject of any inquiry, review, or investigation by a teacher licensing agency in connection with any alleged misconduct; or is any disciplinary action now pending against you in any school district or before any teacher licensing agency or court in any state or other place; or is any adverse action now pending against any credential you hold, including but not limited to any Certificate of Clearance, permit, credential, license or other document authorizing school service or teaching, before any teacher licensing agency or court in a state or other place?
- 11. Do you currently have any outstanding criminal charges pending against you in any state or place? If you answered Yes you must complete the "Criminal Conviction" form for each pending criminal charge and return it with this application.
- 12. Have you ever had any disciplinary action, (including an action that was stayed by the licensing agency) taken against any professional or vocational license in any state or place?

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13. Have you ever been a member of the armed forces?

14. If you answered yes to #13, were you discharged honorably? If you answered other than honorably you must submit complete documentation as to the circumstances of your discharge.

SECTION 3. OATH, AFFIDAVIT AND RELEASE

"By my signature placed below, I promise that the information provided in this application is true and complete, and I understand that any false information or significant omissions may disqualify me from further consideration for certification and may result in disciplinary action being taken against me, including the possible termination of my employment and criminal prosecution.

By signing this form I authorize the Certification Committee to investigate all statements contained in it and the accompanying documents. I understand that this investigation will include obtaining a record of arrests and dispositions from the Federal Bureau of Investigation and the Commonwealth Department of Public Safety, a record of prior certification actions through the National Association of State Directors of Teacher Education and Certification Clearinghouse, may include contacting past employers, co-workers, and state certification personnel regarding my previous personal and employment history, and also medical personnel regarding my physical examination and pertinent medical records.

By signing this form I further consent to the release of any and all information from any of the above mentioned agencies and individuals to the Commonwealth of the Northern Mariana Islands Board of Education Certification Committee and the Public School System for the purposes of ascertaining my fitness to teach, moral character and true identity."

Date____

_____City/Village Signed______

Signature____

Sign your full name as printed at the top of Page 1

3.

VERIFICATION OF GOOD STANDING (CREDENTIAL(S) HELD IN OTHER STATES)

SECTION A To be completed by the applicant and included with the application. Do not send this form to the state(s) where you have been certified or credentialed. The Committee will request the information.

Social Security 1					th
Applicant's Full Legal Name				Former Na	me(s)
-	First	Middle &/or Maiden	Last		
Mailing Address		or P.O. Box Number	City	State	Zip Code
State			Type of Cr	edential	

I declare under penalty of perjury that the foregoing is true and correct. I hereby authorize the above mentioned state(s) to release any information concerning my certification to the Commonwealth of the Northern Mariana Islands Board of Education Certification Committee and the Public School System.

Date_____ Signature_

Section B To be completed by the state credentialing office.

1.	Is this individual the subject of any inquiry, review or investigation in connection								
	with alleged misconduct?	Yes	No						
2.	Is this person currently, or has this per disciplinary or adverse action against a	ny credential held by	this individual						
	authorizing school teaching or service?	Yes	No						
3.	Has this individual ever had any creder reproved, suspended, revoked, voided cause?		rwise rejected for						
			· · ·						
4.	Are you aware of any information which indicates that this employee left								
	employment to avoid dismissal?								
Agenc	yDate	Signature							
Addre	56								
Auure		i.							

CRIMINAL CONVICTION FORM

(To be completed only if you answered "Yes" to questions 3 or 11 of the application.) If you checked "Yes to questions 3 and/or 11 of the application you *must provide* the documents listed below, and *fully complete* the reverse side of this form for each conviction. You may use a photocopy of this form if you have more than one conviction to report.

The following documentation is required before your file can be reviewed:

Conviction of a Crime

- 1. Certified copy of the complete investigative or arrest report(s) from the investigating or arresting law enforcement agency.
- 2. Certified copy of the court documents showing the charges filed against you, including the criminal complaint or information.
- 3. Certified copies of the complete court docket showing the plea you entered, sentencing and verification that the conditions of probation were satisfied.

*Note: if any of these records have been purged, an original statement verifying that fact must be received from the court, or law enforcement agency, on official letterhead

Alcohol or Drug Offense

- 1. All information listed above under "Conviction of a Crime."
- 2. Certified copies of the certificate(s) of completion for each rehabilitation program attended.
- 3. Letter(s) from program counselor(s), on official letterhead, verifying successful completion, indicating the type of treatment received, the duration, and the status of your rehabilitation at the time of completion.
- 4. Printout of Department of Motor Vehicles Record.

*Note: if any of these records have been purged, an original statement verifying that fact must be received from the court, or law enforcement agency, on official letterhead

Optional Information

You may also wish to submit acceptable, documented evidence of rehabilitation. Examples of such rehabilitative evidence include:

- recent, dated letter from applicant describing rehabilitative efforts or changes in life to prevent future problems;
- letters on official letterhead from professional counselors, instructors, employers, probation or parole officers;
- letters from recognized recovery programs and/or counselors attesting to current sobriety and length of time of sobriety, if there is a history of alcohol/drug abuse;
- proof of community work, schooling, or other self improvement efforts;
- certified court order expunging record or certificate of rehabilitation.

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CRIMINAL CONVICTION

Complete a separate form for each conviction or pending charge. (You may photocopy this form.)

Convictions or Outstanding Charges (indicate which):

Date of Offense:_____

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Name and Address of Arresting/Investigating Agency(Police or Sheriff's Office):_____

Plea and Conditions of Probation, if any:

Details of the incident:

(You may attach further documentation and explanation of the incident if you wish)

I declare under penalty of perjury that the foregoing, including any attachments, is true and correct. I authorize the above listed courts and law enforcement agencies to release any information concerning me to the Commonwealth of the Northern Mariana Islands Board of Education Certification Committee and the Public School System.

Date:_____Signature:_____

Printed Name:_____

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REGULATIONS FOR THE PUBLIC SCHOOL SYSTEM EMPLOYMENT OF NON-CERTIFIED PERSONNEL

CHAPTER 1: THE HIRING PROCESS

A. Non-Certified Personnel

§1101. <u>Definition</u>. Those persons hired to work as either a teacher or a librarian are required to be certified by the Board of Education under 3 CMC § 1181. The terms "teacher" and "librarian" do not include volunteer assistants, teaching interns, teacher aides, guest lecturers and student teachers. All other employees of the Public School System are considered non-certified personnel.

a. Employees directly hired by the Board of Education, such as the

Commissioner, Legal Counsel and Board staff, are not considered to be employees of the Public School System for the purpose of these employment regulations.

B. Recruiting and Interviewing

§1201. Determination of Vacancy.

a. The Staff Services Officer shall determine the existence of vacancies and shall be in charge of the process of recruiting, interviewing and hiring a new employee.

b. A vacancy may exist through resignation, non-renewal, promotion,

termination, the opening of new positions or by other means in the Public School System. An employee wishing to resign or not renew his or her contract shall inform the Staff Services Officer in writing of that intent. If a supervisor or manager determines that an employee will not seek a renewal or should not have his or her contract renewed, then this information must be provided to the Staff Services Officer.

If the Staff Services Officer is informed by a supervisor or manager that an employee will not be seeking a renewal, then this shall, if possible, be confirmed by direct contact with the employee.

§1202. <u>Initiation of Recruitment Process</u>. Upon determination that there is a position vacancy, the Staff Services Officer shall prepare a vacancy announcement in consultation with the supervisor or manager.

§1203. <u>Vacancy Announcement</u>. The vacancy announcement shall contain the following information, at the minimum:

a. job title and position description,

b. class title, pay level and pay range,

c. geographic location and organizational location of position,

d. minimum qualifications for the position, including education, general

experience, specialized experience and such qualitative evaluation elements as may deemed appropriate and necessary, and

e. instructions, including how to apply for the position, including place to apply, form of application required, and documentary support required. when appropriate.

§1204. Funds Certification and Approval.

a. The vacancy announcement form shall have a signature place on it for approval by the Fiscal Officer and a signature space on it for approval by the Commissioner.

b. The Staff Services Officer shall obtain the certification by the Fiscal Officer

that there are sufficient funds to hire to fill the vacancy.

c. The Staff Services Officer shall obtain the certification by the Commissioner

that there is a need to fill the vacancy on the terms described.

§1205. Announcement of Vacancy.

a. Once the signatures of the Fiscal Officer and the Commissioner have been obtained, the Staff Services Officer shall post the vacancy announcement for a period of at least fifteen days. At a minimum, the vacancy announcement shall be posted on a vacancy announcement board at PSS, on the CNMI Personnel Office board where vacancy announcements are normally posted, at a similar board at the Northern Marianas College and at the principal's office at each of the public schools.

b. In the event that the position is one which offers the possibility of greater than \$40,000 in salary, then the vacancy announcement shall be published at least once during the fifteen day period in a newspaper published in the Commonwealth and circulated generally throughout the Commonwealth.

§1206. Announcement Period, Extension.

a. Persons who seek to be interviewed for the job vacancy shall file an application on the PSS form attached to these regulations as Exhibit "A." In handing out application forms, a copy of these regulations shall be attached to the form for the applicant to keep. The Staff Services Officer or its designee may assist applicants in filing their forms. In particular, they shall witness the signing of the waivers in the form before accepting it for filing.

b. If there are not at least three qualified applicants, or if the Staff Services Officer determines that insufficient interest has been shown in the announcement, then the announcement period shall be extended for another fifteen (15) days. A new announcement shall be circulated indicating the extension of the application period.

§1207. Eligibility List.

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a. Every person who applies for a vacancy who meets the minimum qualifications shall be listed on an eligibility list for that position. The Staff Services Officer shall list applicants in order of the number of years of directly-related job experience or education, as appropriate.

b. The eligibility list shall be maintained for one year. Names may be removed by the Staff Services Officer only if the applicant voluntarily withdraws, is found to not be qualified, is disqualified due to false statements or fraud in the application, or the applicant fails to respond within ten calendar days to an offer for employment.

§1208. PSS Interviewers.

a. Only those persons designated as a "PSS Interviewer" shall be authorized to interview applicants for non-certified personnel employment.

b. The Commissioner shall designate in writing those persons authorized to serve as PSS Interviewers. The original of this designation shall be kept by the Commissioner and copies shall be provided to the PSS Interviewer, Staff Services Officer and Legal Counsel.

c. The Commissioner shall only designate those persons to be PSS Interviewers who have been trained by the Equal Employment Officer or the Legal Counsel on the legal restrictions and requirements of the interview process. Any person who has been designated as a "PSS Recruiter" for certified personnel automatically meets this requirement.

§1209. Appointment of PSS Interviewer for Specific Vacancy.

a. The Staff Services Officer shall select from the list of approved PSS Interviewers an interviewer who, if possible, is within the direct line of supervision over the

vacancy being announced. For example, applicants for employment at a particular school should be interviewed by the school's principal; and, applicants for positions as bus drivers should be interviewed by the head of transportation services.

b. If the vacancy is for the position of principal, vice principal, program manager or other management officials of similar or higher rank, then the Staff Services Officer must first obtain the concurrence of the Commissioner as to the appointment of a PSS Interviewer.

c. Upon appointment, the Staff Services Officer shall provide the PSS Interviewer with the eligibility list, the vacancy announcement, the applications received and any supporting documents.

§1210. <u>The Interview</u>. The PSS Interviewer shall interview at least the first five applicants listed on the eligibility list and any other applicants of his or her own choosing on the eligibility list. The PSS Interviewer shall take charge of representing PSS during the interview. The PSS Interviewer may have other persons sit in on the interview, but the interview shall be controlled by the PSS Interviewer.

§1211. Background Investigation.

a. References: The PSS Interviewer shall contact two or more of the applicant's present or former supervisors and co-workers in order to obtain an opinion of the applicant's suitability for employment. In the event that the applicant claims work experience that would affect his or her classification, then the PSS Interviewer shall make sufficient contacts to verify the claimed work experience. The PSS Interviewer shall make these contacts only after receiving a signed waiver on the application form permitting such contact.

b. Transcript: Where the completion of a certain level of education or a certain

course of instruction is a requirement of the job vacancy or if the classification or salary of the job depends upon educational achievement, then the applicant shall cause an official copy of his or her transcript of courses, grades, and degrees awarded in post-secondary institutions to be sent by the educational institution to the Staff Services Officer, CNMI Public School System, P.O. Box 1370, Saipan, MP 96950.

c. Criminal Record Clearance: The Staff Services Officer shall make an inquiry through the Department of Public Safety into past criminal convictions in order to determine the applicant's suitability for the position offered. This inquiry shall be made only after receiving a signed waiver on the application form.

(1) FBI Record Clearance: The Staff Services Officer shall determine those cases in which a DPS record clearance is not sufficient to protect the health, safety and welfare of students. Those situations include, but are not limited to, when an applicant has not resided very long in the CNMI, when an applicant can be expected to have significant contact with students, and when an applicant is given a great degree of trust to serve in loco parentis to children. In such cases, the most reliable means of obtaining criminal records is by obtaining an FBI clearance through submitting two fingerprint cards. When the Staff Services Officer deems it advisable, then the Staff Services Officer or the PSS Interviewer should present the applicant with four sets of fingerprint cards, request the applicant to have two of them filled out completely by a local law enforcement agency, return them to PSS and submit them to the FBI.

C. The Employment Decision

§1301. Recommendation.

a. The PSS Interviewer shall recommend in writing to the Staff Services Officer

which person should be hired for the vacancy assigned specifying the reasons supporting the recommendation. This recommendation shall remain confidential.

b. The PSS Interviewer should not make such a recommendation until he or she has reviewed the results of the background investigation received by the Staff Services Officer.

(1) In the event that a FBI clearance has been sought, a recommendation may be made and a contract executed prior to receipt of a clearance. If, however, the records search indicates a prior conviction which violates the standards of conduct for employees or which is contrary to statements in the application for employment, then the contract shall be terminated.

§1302. <u>Review and Approval</u>. The Staff Services Officer may accept or reject the recommendation. If the Staff Services Officer rejects the recommendation, then he or she must specify in writing the reasons for the rejection and supply this to the PSS Interviewer and the Commissioner. This writing shall be kept confidential. If the Staff Services Officer accepts the recommendation, then he or she must forward it to the Commissioner for final approval in the event that the vacancy is one involving upper level management such as principals, vice principals or program managers.

§1303. Equal Opportunity Employer. PSS shall provide equal employment opportunity to all persons. This policy of equal opportunity applies to every aspect of personnel policy and practice and to all terms and conditions of employment. Every employee shall ensure that this policy is adhered to and furthered by their conduct under these regulations.

§1304. Intent to Offer Employment Letter.

a. In the event that the Staff Services Officer determines that an offer of

employment should be made, and any necessary approval is received from the Commissioner, an Intent to Offer Employment Letter, filled out completely, shall be provided to the applicant. The form of this letter is shown as Exhibit "B" at the end of these regulations.

b. Any other communication to the applicant should emphasize that there will be no authorized offer of employment until a contract form signed by the Commissioner is presented to the applicant for his or her signature.

§1305. <u>There Is No Offer Until There Is A Contract</u>. The decision to hire an applicant, when initially made by the Staff Services Officer, is always contingent. In itself, it never constitutes a binding promise to hire an applicant. Whether the Staff Services Officer's decision will ultimately be accepted depends upon a determination that adequate funding exists, that legal procedures have been followed and that the Commissioner will approve the decision. Thus, it is important to inform the applicant that the Staff Services Officer's decision is tentative and will not be definite until the applicant receives the signed contract. The signed contract is the official offer of employment which the applicant may accept by executing it.

§1306. The Applicant File.

a. The Staff Services Officer shall create an applicant file for each job recommendation letter it receives from a PSS Interviewer. The file shall contain, at the minimum, the recommendation letter, job application, transcript (if applicable), criminal conviction clearance and any correspondence with the applicant.

(1) In the event that an applicant is not hired, the applicant's file shall be retained by the Staff Services Officer for a minimum period of two years before it is destroyed. In the event that an applicant is hired, the applicant's file shall be retained by the Staff Services Officer for a minimum period of two years after the final date of employment.

D. The Employment Contract

§1401. <u>Purpose</u>. The hiring process reaches the conclusion with the offer of employment in the form of a contract signed by the Commissioner and an acceptance of employment by the applicant accomplished by the applicant's signing of the contract. Prior to extending the offer, all verification must be completed, all documentation received, and all approvals obtained, with the exception of medical examination results and FBI criminal clearance, when applicable. The role of the Staff Services Officer is to ensure that this has been done, and the role of the Legal Counsel is to ensure that the contract form has been filled out correctly prior to its presentation to the Commissioner.

§1402. The Contract Form.

a. The Staff Services Officer shall completely fill out the Employment Contract for Non-Certified Personnel. The form for this contract is Exhibit "C" found at the end of these regulations.

(1) In the case of an off-island hire, the Off-Island Hire Terms and Conditions, Exhibit "D" found at the end of these regulations, shall be incorporated into the Employment Contract, physically attached to it, and completely filled out (with the exception of the names of the dependents of the applicant who will reside with the applicant in the CNMI).

b. The job application and vacancy announcement shall be attached to the contract.

§1403. Routing of the Contract.

a. Staff Services Officer: The signature of the Staff Services Officer shall certify

the correct determination of the salary offered, the receipt of a local criminal conviction clearance, and the verification of education and work experience relevant to the position. The Staff Services Officer shall also indicate whether or not he or she has sent the prospective employee's fingerprint cards to the FBI for a more thorough records check.

b. PSS Finance and Budget: The signature of the Fiscal and Budget Officer shall certify the availability of the position as an FTE and the funds necessary to fund the position offered.

c. PSS Legal Counsel: The signature of the Legal Counsel shall certify that the proper contract form has been used, that it has been filled out completely, that the job vacancy announcement and application are attached and that the Commissioner has the legal capacity to offer employment on behalf of PSS. In addition, the Legal Counsel shall determine whether the position is covered by or exempt from application of the Fair Labor Standards Act (FLSA).

d. Commissioner: The Commissioner shall be the final government officer to sign the contract form. The Commissioner shall sign as the chief executive officer of PSS.

e. Applicant: The applicant shall be presented with the contract form only after it has been signed by all of the government officers. The document at that point constitutes an offer of employment upon the terms and conditions expressed in that writing only. The signature of the applicant constitutes an acceptance of the offer.

(1) In the event that the applicant seeks to make, or actually makes, any modification to the contract form, this act shall constitute a rejection and a counter-offer, even though it is signed. Upon receipt, the Staff Services Officer shall review the modifications with the Legal Counsel and Commissioner to determine if they are acceptable. If so, then a new

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contract shall be prepared, re-routed for all the necessary signatures, and presented to the applicant for signing. No counter-offer shall be deemed to be accepted without following this procedure.

f. Records: The applicant shall keep a copy of the employment contract and the original shall be retained by the Staff Services Officer.

(1) The application file shall be closed with a copy of the first page of the employment contract placed on top of its contents.

(2) An employee file shall be opened with the completed employment contract placed in it.

§1404. <u>No Action Without Fully-Executed Contract</u>. The Staff Services Officer shall be responsible for ensuring that employment contracts are routed through the Public School System and transmitted to the applicant without delay. In no event shall any applicant be requested to travel from the point of recruitment to the CNMI to begin employment without the Staff Services Officer first having in its possession a fully-executed employment contract. Nor shall any applicant be requested to commence working without the Staff Services Officer first having a fully-executed employment contract with that individual.

E. The Contract Period

§1501. Effect of Multi-Track System. The growth in the number of students attending public schools has exceeded the expansion of school facilities. This has lead to the use of multi-track systems in the senior high school, the junior high school and one elementary school on Saipan. This method of scheduling may be extended to other schools in the future. The multi-track system divides a school's student body into two to four groups, each with its

own teachers. Each group starts and ends its school year on different dates than the other groups. Thus, the school system and these particular schools are in operation throughout the calendar year.

§1502. Term of Employment.

a. Certified employees will be contracted for two 190 day sessions over a two year period so that they may be assigned to two tracks during their contract.

b. Non-certified employees will be contracted for on the basis of 5 days per week,
52 weeks per year. Employment contracts shall be for a two year term; however, in special
circumstances the Commissioner may approve a contract for a lesser term.

c. In the case of any CNMI government retiree who has received retirement benefits, the period of employment per fiscal year must be limited to a maximum of sixty (60) calendar days in order to avoid forfeiting retirement benefits.

§1503. Overtime Pay.

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a. The federal Fair Labor Standards Act (FLSA) prohibits an employer from having an employee work more than forty (40) hours in a workweek without paying the employee one and one-half (1.5) times the employee's regular rate for each hour of overtime. Exempt from the application of this rule are employees who work in an executive, administrative or professional capacity. In general, teachers, guidance counselors, accountants, attorneys, psychologists and registered nurses are considered to be professionals. Program directors, superintendents and principals are considered to be executives. Positions requiring overtime compensation include, but are not limited to, custodial workers, bus drivers, food handlers, secretaries, security officers, warehouse workers and maintenance workers.

b. School systems are permitted to use compensatory time off instead of paying overtime compensation if the employee knowingly agrees to it as a condition of employment and the employee is informed that the "comp time" may be limited. preserved, used, or cashed out. This plan is adopted for the Public School System non-certified employees who are not exempt from the application of the FLSA.

1. If the PSS Legal Counsel determines that a position is subject to the FLSA in reviewing an employment contract, he or she shall attach to the contract a Compensatory Time Off Agreement which must be signed by the employee in executing the contract. A copy of that Agreement is attached to these regulations as Exhibit "E."

2. The Compensatory Time Off Agreement shall provide that for every hour of overtime, the employee shall be granted one and one-half hours of "comp time" that may be used similar to annual leave. Compensatory time, however, shall be accounted for separately from annual leave. The maximum accumulation of compensatory time off hours at any one point in time shall be 240 hours. Any additional hours shall be paid as overtime.

c. Each non-exempt employee shall be assigned a 40 hour work schedule per week. If more time is needed to complete the tasks assigned, the employee shall inform his or her supervisor of tht fact so that additional hours of work may be assigned as overtime.

§1504. <u>Assignment Flexibility</u>. The Staff Services Officer has the discretion to move employees in and out of various schools or administrative offices and in and out of multi-track systems as the Staff Services Officer deems to be in the best interests of the Public School System.

CHAPTER 2: STANDARDS OF CONDUCT FOR EMPLOYEES

A. Health Standards

§2101. <u>Purpose</u>. These regulations seek to ensure that an employee not be permitted to continue to work when such service would endanger the health of the students or coworkers or when a disability is such that it would interfere with the effective performance with the employee's duties despite reasonable accommodations.

§2102. <u>Limitation</u>. Nothing stated herein is intended to reduce the rights of disabled employees under the Americans with Disabilities Act (ADA). These regulations are to be construed, to the maximum extent possible, so that they are consistent with the ADA. To the extent it is not possible, the inconsistent portion shall be severed and the remainder of the regulations shall be given effect.

§2103. <u>Medical Examination at Start of Contract</u>. Upon the execution of an employment contract, the employee shall be required to undergo a physical examination at the Division of Public Health or a health care provider acceptable to the Staff Services Officer in the Commonwealth prior to the commencement of the contract term. The results of the examination shall be provided to the Staff Services Officer prior to the commencement of the contract term.

§2104. <u>Qualifications</u>. An employee must not have a physical or mental impairment that:

a. prevents the employee from being able to safely and effectively perform all essential job-related functions once reasonable accommodations are provided by the employer, or

b. poses a significant risk of substantial harm to the health or safety of the employee or other people in the workplace that cannot be eliminated or reduced by reasonable

any work restrictions or accommodations, first aid and safety personnel who need to know in order to render emergency services, government officials who are investigating compliance with the ADA, the workers' compensation board pursuant to the Commonwealth's workers' compensation laws, and those persons who must review the records in order to determine whether to take action and to be able to take action under sections 2106 or 2107 herein.

B. Alcohol Use and Alcoholism

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§2201. <u>Purpose</u>. There is a distinction between alcohol use in the workplace or being intoxicated while at work and an employee having the medical condition of alcoholism. These regulations are intended to set forth clear rules on the use of alcohol that affects job performance while recognizing the protection accorded to those suffering from alcoholism under the ADA.

§2202. <u>Use of Alcohol</u>. No employee shall use alcohol in a manner that poses a direct threat to the health and safety of other persons in the workplace.

§2203. <u>Intoxication</u>. No employee shall be intoxicated while discharging the duties of employment.

§2204. <u>Possession of Alcohol</u>. No employee shall bring any alcoholic beverage to the workplace.

§2205. <u>Alcoholism</u>. An employee shall not be disciplined or dismissed because he or she is an alcoholic. Reasonable accommodations shall be made in order for the employee to receive medical treatment to the same extent permitted for other diseases or health problems.

a. An alcoholic may be disciplined or discharged to the same extent as any other employee for violating sections 2202, 2203 and 2204 herein.

b. An alcoholic may be disciplined or discharged if he or she can no longer safely and effectively perform job-related functions or if he or she poses a significant risk of substantial harm to the health and safety of employees or others that cannot be eliminated or reduced by reasonable accommodations.

§2206. <u>Action by Supervisor</u>. If a supervisor forms the opinion after continued observation of an employee's job performance that the employee may suffer from alcoholism, he or she should discuss the matter with the employee in order to determine what reasonable accommodations (e.g. medical intervention or leave for treatment) can be provided.

a. If the employee refuses reasonable accommodations and the supervisor still holds the opinion that the employee is an alcoholic, the matter shall be referred to the Staff Services Officer. The Staff Services Officer shall counsel the employee and seek to establish a program of reasonable accommodations. If the accommodations offered are refused, the employee shall be warned that he or she may be disciplined or dismissed if his or her conduct rises to the level of violating § 2205(b) hereof.

b. If the employee indicates an interest in accepting reasonable accommodations, then the supervisor and the employee shall meet with the Staff Services Officer to design a program of reasonable accommodations to meet both the needs of PSS and the employee.

C. Illegal Drugs

§2301. <u>Purpose</u>. Unlike alcoholics, illegal drug users are not protected by the ADA. Only *former* users of illegal drugs are protected from discrimination. Therefore, these regulations are intended to clearly set forth that no illegal drug usage will be tolerated by PSS.

§2302. Drug-Free Workplace. The unlawful manufacture, distribution,

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dispensing, possession or use of a controlled substance by any employee is prohibited in the workplace. Violation of this rule will result in the dismissal of an employee.

§2303. <u>Intoxication</u>. No employee shall be under the influence of drugs while in the workplace.

D. Job Performance

§2401. <u>Duty of Competent Work</u>. An employee must possess the knowledge and skills required by the job description and apply them to the tasks assigned.

§2402. <u>Duty of Care</u>. An employee must use that degree of care in performing his or her duties which under the circumstances would ordinarily or usually be exercised by or might reasonably be expected from an ordinary prudent person holding the position for which the employee has been hired.

§2403. <u>Absence from Work and Tardiness</u>. An employee must attend work during the hours assigned by his or her supervisor. Generally, these hours will be from 7:30 a.m. to 11:30 a.m. and 12:30 p.m. to 4:30 p.m. on Monday through Friday; however, these hours may be changed in order to meet job demands. Furthermore, FLSA exempt personnel are required to work those hours necessary to complete the task assigned. An intentional disregard of repeated directives to attend or continuous tardiness despite repeated directives to be prompt may result in dismissal from employment.

§2404. Insubordination.

a. An employee is expected to carry out the announced policies and programs of PSS. While policies which relate to the employee's duties are under consideration, the employee may, and is expected to, express his or her opinions concerning its merits. Once, however, a

decision has been rendered by a person with authority, the employee will be required to unreservedly assume the success of the program or policy which he or she is responsible to effectuate.

b. If an employee willfully or intentionally disobeys a reasonable order of a superior or the lawful regulation or policy of PSS, he or she may be subject to appropriate disciplinary action, including dismissal.

§2405. Cruelty to Students.

a. In addition to teachers, principals, guidance counselors and certain other personnel have the right to exercise *in loco parentis* authority over students and may control, restrain and correct them to further educational purposes; however, such actions are subject to, but not limited to, the following limitations:

(1) Corporal Punishment: All employees are forbidden to use corporal punishment on any student.

(2) Psychological Harm: All employees are forbidden to engage in any act of psychological cruelty which inflicts emotional trauma on a student.

§2406. Religious Instruction.

a. The First Amendment of the U.S. Constitution and Article I, § 2 of the CNMI Constitution prohibit government action that establishes religion. The required separation between church and state prohibits school activities that aid one religion, aid all religions, or prefer one religion over another. Therefore, no employee may engage in religious instruction while performing his or her duties.

b. Teaching about religion is permissible if it is objective, historical, non-

devotional and its primary effect is not to promote religious beliefs.

c. Employees may not require, sanction, consent to or concur in the recitation of prayer in school.

E. Personal Conduct

§2501. Private Employment.

a. Private employment is not permitted if it interferes with the performance of duties by diverting time, interests, talents or energies from employment with PSS, or if it creates a possible conflict of interest with one's job at PSS.

b. Private employment is prohibited when:

(1) it may reasonably be construed by the public that the work done is an act performed for PSS,

(2) the employee requires the use of information obtained by the employee in the course of his or her PSS duties,

(3) the work required is the same task or tasks closely related to those performed for PSS,

(4) the work in any way involves the facilities, equipment or supplies of

PSS, or

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(5) the work would tend to influence the impartial judgment of the employee on matters arising in the course of his or her employment with PSS.

c. Before engaging in any private employment of any kind, an employee must first provide to his or her principal, or immediate supervisor if there is no principal to which one reports, and to the Staff Services Officer a written description of the nature of the employment activities, the location of the work site, the estimated work schedule and the expected duration of the employment.

d. The term "private employment" includes self-employment and the operation of a business as well as work performed for others.

e. Employees may tutor students privately subject to the restrictions set out in this section.

§2502. <u>Conflict of Interest</u>. No employee shall engage in any activity or have a direct or indirect financial interest in any activity that creates an interest or constitutes an interest that conflicts with the employee's duties under his or her contract of employment or these regulations. Nor shall any activity or financial interest be permitted if it could reasonably raise a question whether there would be a conflict of interest with the employee's contract duties or duties established by regulation.

§2503. Gifts and Gratuities.

a. General Rule: No employee may receive, directly or indirectly, any gift, gratuity or item of economic value under circumstances where receipt might reasonably be interpreted by others as affecting the employee's performance. or impartiality in the performance, of his or her duties to PSS.

b. The receipt of promotional items, ordinary commercial loans, gifts from immediate family members and ordinary meals on an infrequent basis will be rebuttably presumed to not be reasonably interpreted as affecting job performance or impartiality.

c. No employee shall present a gift to a superior where the superior's receipt of such a gift might reasonably be interpreted by others as affecting the superior's impartiality in the performance of his or her duties.

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§2504. <u>Endorsements</u>. No employee shall recommend specific products or individuals for purchase or hire by virtue of their relationship with PSS or past employment with PSS.

§2505. <u>Nepotism</u>. It is the policy of PSS to secure and maintain staff on the basis of ability, not on the basis of marriage or family relation. Thus. no employee shall supervise a member of his or her immediate family, except in an emergency. "Immediate family" shall mean any person or that person's spouse who is within the second degree of relationship of the supervising employee or that employee's spouse. The following is a list of second degree relationships: parents, grandparents, uncles, aunts, siblings, children and grandchildren.

§2506. <u>Dishonesty</u>. No employee shall engage in any dishonest act while performing the duties of his or her employment. Examples of such conduct include, but are not limited to, misreporting sick leave, sign-in times or facts related in the application for employment or certification.

§2507. Criminal Conduct.

a. The commission of a crime of moral turpitude will result in dismissal.

b. Proof of the commission of a crime requires only substantial evidence, not proof beyond a reasonable doubt. An acquittal on criminal charges is not a bar to dismissal. A certified copy of a conviction shall constitute *prima facie* evidence of the commission of the crime which may be rebutted by a substantial showing of circumstances tending to disprove its commission.

c. Crimes of moral turpitude which may result in dismissal include, but are not

limited to, illegal drug use, sexual misconduct, bribery and theft.

§2508. Immoral Conduct.

a. Any employee who engages in immoral conduct which creates a significant danger of harm to students or co-workers, or which is known among students over which the employee has a responsibility for guidance and which will impair the employee's ability to guide, direct or lead those students is a ground for dismissal.

b. Principals, vice-principals, counselors, auxiliary services staff and other staff which is in direct contact with students should serve as good examples to students. Conduct which offends the moral standards of the community and impedes an employee's effectiveness at school is "immoral conduct." For example, immoral conduct may involve sexual misconduct or the unjustified use of profanity or offensive language.

c. It shall be considered immoral conduct for any employee to make sexual advances towards any students or engage in sexual conduct with any student, regardless of the age of the student involved.

§2509. <u>Discrimination</u>. Employees shall not participate in, or permit others to engage in, any act of discrimination against students or coworkers as a consequence of that person's sex, race, religion, national origin, age, sexual orientation or disability. Discrimination includes not only the creation of a hostile environment, but also favoritism based on any of these factors. Simply put, employees are required to treat all persons equally.

§2510. Political Activities.

a. Employees may speak out on political issues as citizens, but they may not be involved in political activities which disrupt the education process.

b. No employee may use his or her position at PSS to promote a particular political outcome.

c. No employee may use the classroom for political purposes.

d. No employee may be involved in any political activity that will detract from

job performance.

e. No employee may solicit or receive political contributions from another while performing the duties of employment or while present at the workplace.

f. No employee may campaign for any candidate. party or issue while engaged in work or while at the workplace.

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CHAPTER 3. EMPLOYEE DISCIPLINE

A. Forms of Discipline

§3101. <u>Formal Reprimand</u>. A formal reprimand is delivered by a written letter that instructs the employee that there has been one or more deficiencies in performance, describes the misconduct and warns that a failure to improve may result in more serious discipline. A copy of the letter is provided to the Staff Services Officer for posting in the employee's file. Reprimands are to be used only for minor misconduct.

§3102. <u>Reduction in Rank or Pay</u>. A reduction in rank or a reduction in pay may be accomplished only by an official personnel action. A reduction in rank occurs when one's relative standing in the organizational structure has been lowered.

§3103. <u>Suspension</u>. A suspension occurs when an employee is placed in a nonduty and non-pay status for a portion of the contract term that counts as part of the days assigned for work. There is no distinction any longer between suspensions for five days and those for more than five days in the procedure followed for implementation.

§3104. <u>Dismissal</u>. An employee is dismissed when his or her contract of employment is terminated. Dismissal is referred to herein by various terms, such as discharge and termination.

B. Who May Initiate Discipline?

§3201. <u>Supervisor</u>. The authority to initiate the discipline of an employee is granted to the direct supervisor to whom they are assigned.

§3202. <u>Concurrence of DCA or DCI</u>. If the direct supervisor is not an upper management official, such as a principal, program manager or the equivalent, then the authority

to initiate the discipline of any employee requires the concurrence of the Deputy Commissioner for Administration or Deputy Commissioner for Instruction, as applicable, for any action other than a reprimand.

§3203. <u>Management Official</u>. The person with the authority to initiate discipline shall be referred to herein as the "management official."

C. When Discipline is Warranted

§3301. <u>Standard</u>. Discipline may be imposed for the violation of any standards of conduct set forth in these regulations. The statement in some sections that a violation may lead to dismissal is not intended to suggest that dismissal may not be warranted for the violation of any other section.

§3302. Factors to be Considered in Initiating Discipline.

a. Discipline is warranted only when the conduct is such that it has or will have an adverse effect on the employee's ability to perform his or her duties and responsibilities.

b. In this regard, the management official, in determining whether to initiate discipline and what level of discipline is warranted, should consider the following factors:

(1) whether students may be affected by a violation, and, if so, their age and maturity,

(2) the size and population of the school and its community,

(3) the likelihood that the employee's conduct has had, or will have, an adverse effect on students, other employees, or the school community,

(4) the effect on work relationships,

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(5) any disruption of the educational process,

(6) the severity of any adverse effect,

(7) the proximity or remoteness in time of the conduct,

(8) any extenuating or aggravating circumstances surrounding the

conduct,

(9) the likelihood the conduct would recur,

(10) the impact of publicity,

(11) the motive for the conduct, and

(12) the extent to which disciplinary action may have an adverse or chilling effect upon the exercise of constitutional rights by other employees.

c. The management official shall not file any notice of charges without those charges being reviewed and approved first by the Equal Employment Officer (EEO).

D. When Disciplinary Measures Must Be Followed

§3401. <u>Not for Reprimands</u>. Before any employee is dismissed, suspended, reduced in rank or reduced in pay the disciplinary procedure set forth in these regulations must be followed. A formal reprimand does not require that these procedures be followed.

§3402. <u>Not for Non-Renewal</u>. The non-renewal of an employment contract does not require compliance with the disciplinary procedures.

E. Initiating Discipline

§3501. <u>Notice of the Charges</u>. The management official must provide written notice to the employee of the charges by citing the regulation violated, explaining the evidence against the employee and stating the proposed disciplinary action. The employee must also be informed, in writing, of the opportunity to be heard in a pre-discipline hearing. A copy of the notice shall be provided to the Commissioner and the EEO.

§3502. <u>Pre-Discipline Hearing</u>. A hearing shall be held within ten (10) days of delivering notice to the employee. The date set shall take into consideration how much time may be needed by the employee to prepare for the pre-discipline hearing. The hearing shall be before the Commissioner or his or her designee. The designee may not be a Deputy Commissioner who whose concurrence was sought for the initiation of the adverse action. At the hearing, the employee shall have the opportunity to present his or her side of the story, to convince the Commissioner that the proposed discipline is a mistake, or that the reasons for the discipline are either not supported by the facts or are less compelling than they appear. The employee may waive this hearing or decide only to present his or her position in writing rather than in person.

§3503. <u>Commissioner's Decision</u>. The Commissioner, or his or her designee, who conducted the pre-discipline hearing shall decide in writing within ten (10) days of the hearing whether any regulation has been violated, the facts that support the finding of a violation, whether discipline is warranted and, if so, what discipline is appropriate. The decision shall state when the discipline takes effect. Only the charges contained in the notice can be the basis for any disciplinary action.

§3504. <u>Suspension Pending Decision</u>. The employee cannot be suspended without pay before the pre-discipline decision. The management official should permit the employee to continue to work during this period, utilizing a temporary reassignment, if necessary. In the event that continued employment will pose a risk of harm to students or coemployees, or a risk of disrupting the educational process, then the management official may suspend the employee with pay.

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§3505. <u>Discipline After Decision</u>. Once the pre-discipline decision has been rendered, the disciplinary action can take place even though a formal due process hearing is requested. The Commissioner has the discretion whether to postpone the discipline, whether suspension is appropriate (with or without pay) or whether to effectuate the decision prior to the formal hearing.

F. Formal Due Process Hearing

§3601. Opportunity for Formal Hearing.

a. The employee shall be provided with an opportunity to have a formal hearing before a hearing officer to review the pre-discipline decision.

b. The employee shall have ten (10) days from receipt of the decision to make a request for a hearing in writing and to deliver the request to the Commissioner.

§3602. Scheduling the Hearing.

a. The Chairman of the Board of Education, or its designee, shall appoint an impartial hearing officer without unreasonable delay. The hearing officer shall be a CNMI licensed attorney or a former judge of the CNMI.

b. The hearing officer shall schedule a hearing date, after consultation with the parties, within forty-five days of the employee's request for a hearing. The date shall be set with due regard for the need of PSS to take action on suspension or revocation and for the need of the employee to have sufficient time to adequately prepare a defense.

c. The PSS Legal Counsel shall represent the Commissioner, as the employer, during the formal hearing process. The employee is entitled to retain counsel of his or her choosing, at his or her own expense, to represent himself or herself.

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d. The pre-discipline decision shall serve as the notice of grounds for discipline.While the grounds may not be changed, the employer is not limited in the presentation of itsevidence to matters that were presented at the pre-discipline hearing.

e. The hearing officer shall provide a date for the exchange of witness lists and documents intended to be introduced at the hearing. The hearing officer may also hold a prehearing conference to accomplish one or more of the following tasks:

(1) identify the issues for the hearing,

(2) stipulate as to uncontested facts,

(3) estimate the length of the hearing,

(4) mark exhibits, and

(5) determine the admissibility of contested evidence.

§3603. <u>Burden of Proof</u>. The employer shall have the burden of proving its charge by a preponderance of the evidence.

§3604. Conduct of Hearing.

a. The hearing shall commence with a reading of the charges and the employee shall either admit or deny them.

b. Each side shall be permitted to make an opening statement.

c. The employer shall present evidence to support its charges, subject to cross-

examination.

d. The employee may present evidence to rebut the charges or mitigate their

gravity, subject to cross-examination.

e. Each side may present rebuttal and surrebuttal evidence.

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f. After all the evidence has been presented, the employer may offer a closing argument. The employee may then present a closing argument. followed by the final summation of the employer.

g. Proceedings hereunder shall be conducted consistent with the requirements of 1 CMC § 9109.

h. A recording shall be made of the proceeding to serve as the official record of all of its events.

§3605. Evidence.

a. The formal rules of evidence do not apply. Any relevant evidence of probative value is admissible with only the weight assigned to it affected by its nature.

b. The hearing officer shall administer oaths to witnesses.

c. Affidavits under penalty of perjury may be admitted.

d. Hearsay shall be admissible and may constitute sufficient evidence if relevant and probative, of a kind that responsible persons are accustomed to relying upon in serious affairs, or such that a reasonable mind would accept the evidence as adequate to support a conclusion of ultimate fact.

§3606. Decision.

a. The decision-making process must comply with 1 CMC § 9110.

b. The attorney for the employer shall not participate in the private deliberations of the hearing officer.

c. The hearing officer shall issue a written decision with findings of fact and conclusions of law, and the reasons or bases for them, on all the material issues of fact, law and

discretion presented on the record and the appropriate order affirming or rejecting the discipline.

d. The written decision and order shall be served on the employee and

Commissioner.

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§3607. <u>Appeal</u>. The employee may appeal the agency decision pursuant to the procedures and time restrictions set forth in 1 CMC § 9112.

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CHAPTER 4: EMPLOYEE GRIEVANCES

A. Scope of this Chapter

§4101. <u>Included Matters</u>. All complaints regarding an employee's contract, violations of regulations by other than the employee, formal reprimands, performance evaluations, classification, within-grade increases and any form of discriminatory treatment in employment on the basis of sex, race, religion, national origin. age, sexual orientation or disability shall be brought as grievances pursuant to the procedures set forth in this chapter.

§4102. <u>Excluded Matters</u>. Specifically excluded from these procedures are appeals from employee discipline, comments on PSS regulations and discretionary decisions of assignment, transfer, promotion and non-renewal.

B. Employee Protection

§4201. <u>Restraint or Retaliation</u>. Employees will be free from restraint, interference, coercion, discrimination, reprisal and retaliation in the filing and prosecution of their grievances.

§4202. <u>Representation</u>. Employees have the right to be represented by counsel or other representative of their choosing and at their own expense in prosecuting a grievance.

C. First Step: Consultation with Supervisor

§4301. Prerequisite.

a. All grievances shall be initiated by the employee discussing the grievance first with his or her supervisor.

b. If the employee believes that his or her relationship with the supervisor is such that the matter cannot reasonably be discussed with the supervisor, then he or she may discuss it with a person at the next level of supervision.

§4302. Duty of Supervisor.

a. The supervisor shall have the duty to:

(1) listen carefully to the employee's grievance and take careful notes of what is said,

(2) obtain sufficient information from the employee or others to determine the merits of the grievance,

(3) inform the employee of the supervisor's decision of the merits, and

(4) if action is warranted, take or recommend, according to one's ability depending upon the supervisor's authority and position, whatever action is appropriate without unnecessary delay.

b. The supervisor shall inform the employee of the estimated time needed to take action and shall inform the employee of the results of his or her action immediately after it is taken.

D. Filing of the Complaint and Mediation

§4401. When Filing is Permitted. If the employee is unable to settle the

grievance by consulting his or her supervisor, a grievance action may be commenced by filing a written complaint.

§4402. <u>Contents of Complaint</u>. The complaint must specify:

a. the identity of the aggrieved employee and the employee's work assignment,

b. the details of the grievance,

c. the corrective action desired, and

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d. the outcome of the employee's discussion with his or her supervisor.

§4403. <u>Filing of the Complaint</u>. The complaint must be filed with the Equal Employment Officer (EEO). There is no time limit for the filing of complaints; however, unreasonable delay in filing may reflect poorly on its merits or its importance to the employee.

§4404. Equal Employment Officer.

a. The EEO shall be responsible for the coordination and management of the grievance system.

b. The Commissioner shall designate no fewer than five (5) program specialists from PSS to serve as counselors. The EEO shall establish a training program on mediation, discrimination, the PSS regulations, the standard employment contract and other topics likely to arise within the scope of grievances for the counselors. Each of the designees shall complete the course of training to qualify as a counselor.

c. Upon receipt of a complaint, the EEO shall immediately assign a qualified counselor to the matter.

§4405. Mediation.

a. The counselor shall review the complaint, meet individually with the employee and supervisor, review the employee's personnel file and contract, interview co-workers and administrators, if appropriate, and do all acts necessary and proper to understand the grievance and its circumstances prior to any mediation. When he or she deems it to be more productive, the counselor may decide to conduct the mediation without the presence of the supervisor.

b. The counselor may seek advice at any time from the EEO. Prior to any mediation meeting, a counselor shall confer with the EEO regarding the goals and objectives of

the meeting and obtain prior approval for any proposed resolution.

c. The counselor shall set a mediation meeting for a date within fourteen (14) days of the receipt of the complaint by the EEO and shall notify the employee, the supervisor, and any involved PSS administrator or employee of the time and place of the meeting. A person shall be considered "involved" if it is that person's action or inaction that is the subject of the complaint.

d. The counselor shall meet with the employee. supervisor and involved person, together, and, through mediation, attempt to bring about a speedy and just resolution to the grievance through facilitating the formation of an agreement among the affected individuals.

§4406. <u>Report</u>. The counselor shall prepare a written report to the EEO on whether or not an agreed disposition of the matter was reached, the nature of the disposition, the reasons for any failure to resolve the problem and if it was not resolved, the issues raised by the grievance and how the counselor believes they should be resolved. This report shall be confidential and shall not be provided to the parties or be made a part of any employee's personnel file.

E. Commissioner's Review

§4501. <u>Request for Review</u>. In the event that mediation fails to result in an agreed disposition, an employee may request that his or her grievance be reviewed by the Commissioner. Such a request must be made in writing by the employee to the EEO within thirty (30) days of the mediation meeting.

§4502. <u>EEO Report</u>. The EEO shall, based upon the report of the counselor, conduct any necessary follow-up investigation in order to prepare a report and a recommendation of an appropriate resolution to the Commissioner. The report shall be submitted to the Commissioner within thirty (30) days of receiving the request for a review. This report shall be confidential and shall not be provided to the parties or be made a part of any employee's personnel file.

§4503. <u>Commissioner's Decision</u>. Based on the EEO Report and a meeting with the employee in which the employee may present his or her grievance, the Commissioner shall review the grievance and determine an appropriate resolution. The decision of the Commissioner shall be in writing and shall be issued within fourteen (14) days of receiving the EEO Report.

F. Employee Appeal

§4601. <u>Notice of Appeal</u>. If the employee is not satisfied with the resolution provided for in the Commissioner's decision, then he or she may file a notice of appeal with the Chairperson of the Board of Education within thirty (30) days of receiving the decision. Failure to appeal will result in the decision of the Commissioner becoming the final resolution of the problem.

§4602. <u>Hearing Panel</u>. Upon receipt of the notice of appeal, the Chairperson shall without unreasonable delay appoint three Board members to sit as the hearing panel. The three members shall appoint one of their number to sit as the hearing officer.

§4603. <u>Scheduling the Hearing</u>. The hearing officer shall schedule a hearing, after consultation with the parties, to be held within forty-five (45) days of the employee's request for a hearing.

§4604. Legal Counsel.

a. The employer shall be represented by PSS Legal Counsel.

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b. The employee is entitled to retain counsel or his or her choosing at his or her own expense.

§4605. <u>Pre-hearing Conference</u>. The hearing officer shall provide a date for the exchange of witness lists and documents intended to be introduced at the hearing. The hearing officer may also hold a pre-hearing conference to accomplish one or more of the following tasks:

(1) decide the issues for the hearing,

(2) stipulate as to uncontested facts,

(3) estimate the length of the hearing,

(4) mark exhibits, and

(5) determine the admissibility of contested evidence.

§4606. <u>Burden of Proof</u>. The employee shall have the burden of proving its grievance by a preponderance of the evidence.

§4607. Conduct of Hearing.

a. The hearing shall be presided over by the hearing officer, but any decision on the merits of the grievance shall be made by a majority vote of the hearing panel. All three panel members must attend the hearing.

b. The hearing shall commence with a reading of the grievance.

c. Each side shall be permitted to make an opening statement with the employee

proceeding first.

d. The employee shall present evidence to support its grievance, subject to cross-

examination.

e. The employer may present evidence to rebut the grievance, subject to cross-

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examination.

f. Each side may present rebuttal and surrebuttal evidence.

g. After all the evidence has been presented, the employee may offer a closing argument. The employer may then present a closing argument. followed by the final summation of the employee.

h. Proceedings hereunder shall be conducted consistent with the requirements of 1 CMC § 9109.

i. A recording shall be made of the proceeding to serve as the official record of all of its events.

§4608. Evidence.

a. The formal rules of evidence do not apply. Any relevant evidence of probative value is admissible with only the weight assigned to it affected by its nature.

b. The hearing officer shall administer oaths to witnesses.

c. Affidavits under penalty of perjury may be admitted.

d. Hearsay shall be admissible and may constitute sufficient evidence if relevant and probative, of a kind that responsible persons are accustomed to relying upon in serious affairs, or such that a reasonable mind would accept the evidence as adequate to support a conclusion of ultimate fact.

§4609. Submission on Stipulated Facts.

a. If the parties agree or stipulate to the basic facts of the grievance, they are encouraged to set the stipulation out in writing and submit it to the hearing panel rather than conduct a hearing to develop the facts. The hearing panel may, however, after reviewing the stipulation, determine that a hearing is necessary, but shall limit the scope of the hearing to the issues that require evidence.

b. If the case is submitted on stipulated facts, both parties shall be given the opportunity to argue the law and the facts, both orally and in writing, before the hearing panel.

§4610. Decision.

a. The decision-making process must comply with 1 CMC § 9110.

b. The attorney for the employer shall not participate in the private deliberations of the hearing panel.

c. The hearing panel shall issue a written decision with findings of fact and conclusions of law, and the reasons or bases for them, on all the material issues of fact, law and discretion presented on the record and the appropriate order affirming or rejecting the discipline.

d. The written decision and order shall be served on the employee and Commissioner.

§4611. <u>Appeal</u>. The employee may appeal the agency decision pursuant to the procedures and time restrictions set forth in 1 CMC § 9112.

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CHAPTER 5: DISCRIMINATION AND HARASSMENT

A. Prohibited Acts

§5101. <u>Discrimination and Harassment Prohibited</u>. No employee may discriminate or harass another person on account of that person's race, religion, sex, sexual orientation, national origin, age, disability or exercise of any rights protected by this chapter.

§5102. <u>Discrimination Defined</u>. Discrimination is the singling out of a person or persons for different treatment, regardless whether good or bad, based on the factors listed in § 130.

§5103. Harassment Defined.

a. Verbal or physical conduct towards a person based on any of the factors listed in § 130 which has the purpose or effect of creating an intimidating, hostile or offensive work environment constitutes harassment. Examples of this form of harassment include, but are not limited to, jokes, comments, slurs, epithets and disparaging remarks.

b. Sexual harassment means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when either:

(1) submission to such conduct is made explicitly or implicitly a term or condition of employment,

(2) submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual, or

(3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

c. Sexual harassment can include, but is not limited to, jokes, comments,

touching, and pressure for dates or sexual activity.

PUBLIC SCHOOL SYSTEM P.O. BOX 1370, SAIPAN, MP 96950

POLICY OF NONDISCRIMINATION

Public School System ("PSS") is an equal opportunity employer dedicated to a policy of nondiscrimination in employment upon any basis, including sex, sexual orientation, race, religion, national origin, age or disability. In reading and answering the following inquiries, please keep in mind that none of the questions are intended to imply any limitations, illegal preferences, or discrimination based upon any information that is not job-related.

This application will be given complete consideration, but its receipt does not imply that you will be employed. Please fill it out completely.

APPLICATION FOR NON-CERTIFIED EMPLOYMENT

PERSONAL DATA	<u> </u>			
Name	Social Security No.			
Current Address:				
	Street Address/Box Number	City	State	Zip
Permanent Address:				
	(Leave blank if the same as ye	our current address)		
Daytime Phone at W	hich You Can Be Reached: ()		
Evening Phone at W	hich You Can Be Reached: ()		
Are you a CNMI Government retiree?				No

ype of Work Des	ired:	Full Time	Part Time	Ter	mporary (cheo	ck one)
alary Desired:	\$	per	(month	ly/year/	hour)	
ENERAL INFO	ORMATI	ON				
Have you ever yes, please give r which you app different from y	the date o lied. State	f application an e your name at t	d the position	-	Yes	No
Have you ever yes, please give ate your name w resent name.	dates of e	mployment, and	d position(s) held.	-	Yes	No
If hired, will yo nd days required not, explain on	for the po	sition(s) for wh	ich you are apply	ing? _	Yes	No
Do you have an ight affect your yes, explain on	employme	ent with PSS?	-	-	Yes	No
If hired, can yc r older? not, explain on			are 18 years of age and attach it.	-	Yes	No
the Commonwe	ealth of the J.S. citizes mpact of H	e Northern Mar n, national, spo Free Assn. citize	use of a U.S. citiz		Yes	No
Have you ever ction with regard roposed against yes, explain on	to your e you?	mployment eve			Yes	No
. Do you have a peaking a langua ou perform the j f yes, explain on	ge other the solution of the s	han English) the which you are a	at might help pplying?		Yes	No

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9. Have you ever been convicted, pled guilty, or pled	Yes	No
"no contest" to any felony or misdemeanor?		
Note: a "yes" answer does not automatically disqualify		
you from employment since the nature of the offense, the		
date it was committed, and the type of job for which you		
are applying will be considered.		
If yes, explain on a separate sheet of paper and attach it.		
10. Have you been charged with a crime that has not yet resulted in a plea of guilty or no contest by you, a trial, or a dropping of the charge?	Yes	No
Note: a "yes" answer will not automatically disqualify you from		
employment.		
If yes, explain on a separate sheet of paper and attach it.		
11. Have you received a copy of the Regulations for the Public		
School System Employment of Non-Certified Personnel?	Yes	No

12. EMPLOYMENT HISTORY

PRESENT & FORMER EMPLOYERS				
(List Most Recent First)	MAY WE CONTACT YOUR PRESENT EMPLOYER? YES NO			
Company Name	Job Title & Duties			
Address	Dates of Employment From To			
City, State, Zip	Reason for Leaving			
Supervisor (and phone number, if known)	Your Name When Employed. If Different From Present Name			

Company Name	Job Title & Duties
Address	Dates of Employment From To
City, State, Zip	Reason for Leaving
Supervisor (and phone number, if known)	Your Name When Employed. If Different From Present Name
Company Name	Job Title & Duties
Address	Dates of Employment From To
City, State, Zip	Reason for Leaving
Supervisor (and phone number, if known)	Your Name When Employed, If Different From Present Name
Company Name	Job Title & Duties
Address	Dates of Employment From To
City, State, Zip	Reason for Leaving
Supervisor (and phone number, if known)	Your Name When Employed, If Different From Present Name
Company Name	Job Title & Duties
Address	Dates of Employment From To
City, State, Zip	Reason for Leaving
Supervisor (and phone number, if known)	Your Name When Employed, If Different From Present Name
Company Name	Job Title & Duties
Address	Dates of Employment From To
City, State, Zip	Reason for Leaving
Supervisor (and phone number, if known)	Your Name When Employed, If Different From Present Name

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Please Account for Any Time You Were Not Employed After Leaving School in the Past Ten Years. (You need not list any unemployment periods of one month or less.)

Time Period(s)

Reason(s) for Unemployment

IF YOU WERE UNABLE TO LIST ALL PAST JOBS OR PERIODS OF UNEMPLOYMENT ON THIS FORM, PLEASE ATTACH ADDITIONAL INFORMATION ON A BLANK SHEET OF PAPER.

13. EDUCATIONAL DATA

SCHOOLS ATTENDED	NAME OF SCHOOL AND LOCATION (HIGHEST GRADE COMPLETED)	DID YOU GRADUATE? YES NO	DEGREE/ DIPLOMA/ CERTIFICATE	GRADE POINT AVERAGE	MAJOR COURSES OF STUDY
HIGH SCHOOL(S)			DO NOT ANSWER		DO NOT ANSWER
TECHNICAL, BUSINESS OR MILITARY TRAINING					
COLLEGE OR UNIVERSITY					
GRADUATE SCHOOL					
ADDITIONAL JOB-RELATED SEMINARS, SHORT COURSES, WORKSHOPS, OR OTHER EDUCATIONAL EXPERIENCES:					

14. MILITARY EXPERIENCE

____Yes ____No B. If so, list the branch and highest rank obtained: _____ Yes _____ A. Have you served in the U.S. military?

C. Dates: From ______ to _____ D. Discharge: _____ Honorable _____ Other (explain on a separate sheet of paper)

15. REFERENCES: LIST THREE INDIVIDUALS WHO ARE NOT FORMER EMPLOYEES OR RELATIVES

NAME	ADDRESS	PHONE NUMBER	OCCUPATION
			· · ·

16. Please add any additional information (except that which identifies your race, sex, age, religion, national origin, disability or other non-related personal information) that you think may be relevant to a decision to hire you.

IMPORTANT

Please Read Each Paragraph Carefully Before You Turn In This Form. You Will Be Asked To Sign Each One To Show Your Consent At The Time You Turn In This Application.

Representation That Application Is Filled Out Truthfully:

By my signature placed below, I promise that the information provided in this employment application and accompanying resume is true and complete, and I understand that any false information or significant omissions may disqualify me from further consideration for employment, and may be justification for my dismissal from employment if discovered at a later date. I agree to immediately notify the company if I should be convicted of a felony, or any crime involving dishonesty or a breach of trust, while my job application is pending or, if hired, during my period of employment.

Date: _____ Signature: _____

Consent to Investigate Criminal Records:

I authorize the CNMI Public School System's investigation of all statements contained in this application and accompanying resume. I understand that this investigation may include obtaining a police clearance from the CNMI Department of Public Safety and a record of arrests and dispositions from the Federal Bureau of Investigation.

Date: _____ Signature: _____

Consent to Review License/Credential Records & NASDTEC Records:

I authorize the CNMI Public School System's investigation of all statements contained in this application and accompanying resume by reviewing the records of any state licensing authority under which I currently am, or formerly was, licensed and any record of employment history available from the National Association of State Directors of Teacher Education and Certification Clearing House, if applicable.

Date: _____ Signature: _____

Consent to Review Employment Records:

I authorize the CNMI Public School System (PSS) to contact my present employer (unless otherwise noted in this application form), past employers, past and present co-workers, listed references and review any records of my past or present employment (unless this form indicates that the present employer is not to be contacted) that PSS finds relevant in determining my suitability for the employment position applied for.

I also authorize any person, school, current employer (except as previously noted), past employers, and organizations named in this application form and accompanying resume to provide PSS with relevant information and opinions that may be useful to PSS in making a hiring decision, and I release such persons and organizations from any legal liability in making such statements.

Date:

Signature:

Consent to Physical Examination and Review of Medical Records:

I give permission for a complete physical examination by the CNMI Public School System (PSS), including a drug screening exam and x-rays, and I consent to the release to PSS of any and all medical information, as may be deemed necessary by PSS in judging my capability to do the work for which I am applying.

Date: _____

Signature:

Consent to Drug Testing:

I give permission for the CNMI Public School System (PSS) and its authorized representatives to collect blood, urine, saliva, or hair samples from me and to conduct any necessary tests to determine the presence or use of drugs or controlled substances. Furthermore, I give my consent for the release of the results of such test and related medical opinion to PSS or its authorized representatives. I understand that if I refuse to consent, I may be refused employment, or if already employed, subject to disciplinary action, including discharge from employment.

Date: _____ Signature: _____

THIS IS AN APPLICATION -- NOT A CONTRACT.

I UNDERSTAND THAT THIS APPLICATION DOES NOT, BY ITSELF, CREATE A CONTRACT OF EMPLOYMENT. I UNDERSTAND AND AGREE THAT, IF HIRED, MY EMPLOYMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE EMPLOYMENT CONTRACT FOR NON-CERTIFIED PERSONNEL AND THE RULES AND REGULATIONS OF THE PUBLIC SCHOOL SYSTEM.

Date: _____ Signature: _____

A MEDICAL EXAMINATION IS REQUIRED FOR THIS JOB.

IF YOU ARE HIRED, A MEDICAL EXAMINATION WILL BE REQUIRED BEFORE YOU START WORK. IF THE EXAMINATION DISCLOSES MEDICAL CONDITIONS THAT PREVENT YOU FROM SUCCESSFULLY PERFORMING THE ESSENTIAL FUNCTIONS OF THE JOB, PSS WILL ATTEMPT TO MAKE ACCOMMODATIONS TO ALLOW YOU TO WORK. IF NO REASONABLE ACCOMMODATIONS CAN BE FOUND, OR THEY CAUSE AN UNDUE HARDSHIP ON PSS, THE TENTATIVE OFFER OF EMPLOYMENT WILL BE WITHDRAWN.

Date: _____ Signature: ____

Signature:

CERTIFICATION OF STAFF SERVICES OFFICIAL OR PSS INTERVIEWER

I hereby certify that ______ has personally appeared before me on this date and has voluntarily executed the following waivers and notices in my presence:

- 1. Representation That Application Is Filled Out Truthfully.
- 2. Consent to Investigate Criminal Records.
- 3. Consent to Review License/Credential Records & NASDTEC Records.
- 4. Consent to Review Employment Records.
- 5. Consent to Physical Examination and Review of Medical Records.
- 6. Consent to Drug Testing.
- 7. This Is An Application -- Not A Contract.
- 8. A Medical Examination Is Required For This Job.

Executed on this	day of	, 199, at	(city),
		(state, territory or comn	10nwealth).

Dated: _____

PSS Interviewer or SSO Official (Print and Sign Name)

FOR YOUR INFORMATION (NON-CERTIFIED)

Read the rules and regulations for employment:

Many of the questions you may have about employment by the Public School System will be answered in its employment regulations. These regulations. which you have received, explain the hiring process in chronological order from recruitment and interviewing, the employment decision, the employment contract, and the contract period to renewal. The regulations also set the standards of conduct for employees, discipline of employees and employee grievances. Please take the time to read them before submitting your application. They will tell you a lot about our attitude towards the job for which you are applying.

Will you be interviewed?

Applicants are screened to determine whether they meet the eligibility requirements for the vacancy announced. This results in the formation of an eligibility list. Applicants are placed on the list by order of experience and education. At the minimum, the top five applicants are interviewed, but the PSS Interviewer has the option of including other persons from the eligibility list. If you are selected, you will be notified of the time and place of the interview.

What if your interview goes well:

The PSS Interviewer will conduct a background investigation by contacting listed supervisors and co-workers and by contacting the Department of Public Safety. In some cases, you may be asked to fill out two fingerprint cards so that the FBI may check to determine if you have a criminal record. You may be asked, depending on the vacancy, to arrange to have your post-secondary institution(s) send an official copy of your transcript of courses, grades, and degrees awarded to the Staff Services Officer at the CNMI Public School System, P.O. Box 1370, Saipan, MP 96950.

Your first notice -- the Intent to Offer Employment Letter:

If the decision is made to offer you employment, you will be notified by receiving an Intent to Offer Employment Letter. This letter is not a contract of employment or an offer of employment; it is notice that PSS intends to make you an offer of employment in the near future. This offer may not be made despite these intentions for various reasons, such as budgetary restraints.

When am I employed exactly?

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If your application process continues to proceed favorably you will next receive an executed contract of employment. You are to sign it, keep a copy and return the original. At this point, you have been hired. However, the contract is subject to a medical examination that discloses no conditions that will prevent you from performing the essential functions of the job

or that will pose a significant risk of substantial harm to your health or safety or that of other people in the workplace that cannot be reasonably accommodated or that will cause an undue hardship on PSS. Before you commence your contract, you must undergo the physical examination at the Commonwealth Division of Public Health.

What benefits are given to persons who have to move to accept employment?

Persons with a point of hire that is different than the island assigned for work are referred to as "off-island hires." These persons will be provided a contract addendum entitled "Off-Island Hire Terms and Conditions" to execute at the same time as the contract. You may ask to see the addendum during your interview. As the benefits frequently change, the addendum in use during your interview will provide the most accurate information.

In general, two benefits are provided: transportation and housing. Round trip airfare from the point of hire to the island assigned for work and three days of hotel accomodations and meal allowances are provided for the employee and up to three of his or her dependents. A housing stipend is provided which ranges from \$400 per month to \$600 per month depending upon the number of an employee's dependents. There are a number of conditions attached to these benefits which are explained in the contract addendum.

How do I find out more about the CNMI?

A commercial Internet service provider maintains a home page for the CNMI on the World Wide Web at *http://www.saipan.com*.

What if I still have questions?

The Staff Services Office welcomes questions about the hiring process or employment terms and conditions. If you are on-island, you can call or visit the Staff Services Office. If you are off-island, you can write to the Staff Services Officer for the Public School System at P.O. Box 1370, Saipan, MP 96950.

You may tear off these last two pages and keep them for your information. No handwritten or oral changes to the matters herein are authorized. The information provided is for your convenience. The Public School System expressly reserves the right to change the regulations, procedures and contract at any time. (Date)

Applicant's Name Street Address City, State, Zip Code

Re: Intent to Offer Non-Certified Employment

Dear (Applicant):

This letter is to inform you that the CNMI Public School System intends to make an offer of employment to you. This letter is not, however, the offer of employment. The actual offer of employment will be made when you receive a contract of employment with only your signature block left blank. You can accept that offer by signing the contract without making any alterations to it.

The purpose of this letter is to notify you that your contract is being prepared and routed through the Public School System. Before you make any major decisions, you should know that there is always a possibility that your contract may not be approved due to budget restraints or other unforseen problems. It is best to wait until you have a signed contract in hand.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

PSS Staff Services Officer

EMPLOYMENT CONTRACT FOR NON-CERTIFIED PERSONNEL

THIS CONTRACT FOR SERVICES is made and entered into upon the execution of the last of all the required signatures to this contract, by and between the **PUBLIC SCHOOL SYSTEM OF THE COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS**, P.O. Box 1370, Saipan, MP 96950, a non-profit corporation responsible as the state education agency for pre-school, elementary and secondary education at 1 CMC § 2251, hereinafter referred to as "PSS," and ______, Address:

_____, hereinafter referred to as "Employee."

Terms and Conditions of Employment

1. EMPLOYMENT: PSS hereby employs the Employee to fulfill the duties of the following job classification: ______. The requirements of this position are described in the attached Vacancy Announcement, which has been read and is understood by both parties.

a. Location: These services are to be performed primarily on the island of

b. Compensation Level: The Employee shall receive an annual salary of \$______and shall be initially classified at Grade _____, Level _____.

c. Term: Employment shall commence on the _____ day of ______, 199___ and shall continue to the _____ day of ______, 199___.

d. Retiree Limitation: The Employee _____ is _____ is not a CNMI Government retiree who has received retirement benefits from the government. If the Employee is such a retiree, then the maximum number of calendar days of employment per fiscal year must be indicated here for this Contract to be valid: ______. 2. OBLIGATIONS: Employee hereby agrees to be responsible for and perform all the acts and duties pertaining to the Employee's employment and to conform to all rules and regulations of the Board of Education.

3. EMPLOYEE'S APPLICATION: Employee hereby represents that all the statements made in the Job Application and any other employee submissions are truthful and accurate. PSS has relied on these statements in making the decision to offer employment. Any material omissions or misstatements will be a ground for termination. The Job Application is hereby attached and incorporated by this reference into this Contract. In the event that this Contract is for renewal, the Job Application attached to the Employee's first Employment. Contract for Non-Certified Personnel is herein incorporated by reference as though attached hereto unless the Employee chooses to submit and attach a new Job Application.

4. WORK SCHEDULE: The Employee shall work 40 hours per week, 52 weeks per year on weekdays, excepting holidays and vacations, and, on occasion, when asked to work overtime. Professional, administrative, or executive employees who are paid a salary are expected to work beyond a regular schedule when necessary to complete the tasks assigned. PSS may, in its sole discretion, assign the Employee to a multi-track school year, a conventional school year, or to two school years in immediate succession, of either or both types, during the contract term.

5. COMPENSATION: As compensation for the services to be provided hereunder, Employee shall be paid the total sum stated in § 1(b) per annum, which total sum shall be payable in 26 equal bi-weekly installments per annum. In the event that the Employee is suspended or discharged for sufficient and just cause in accordance with the PSS regulations, the

Page 2 of 10 Pages

Employee shall not be entitled to any compensation from and after such dismissal or during the period of such suspension.

a. Within-Grade Increase: PSS may, in its sole discretion. grant a five percent (5%) within-grade increase in salary during the second year of this contract if the Employee receives a satisfactory job evaluation for services performed during the first year.

b. Overtime: Non-certified employees, except those who act in a professional, executive, or administrative capacity, are included within the coverage of the Fair Labor Standards Act for purposes of overtime compensation. This contract notes whether you are a covered employee or exempt from the FLSA on page 9. An employee covered by the FLSA must sign a Compensatory Time Off Agreement along with this contract which permits the government, in its discretion, to provide its employees with one and one half hours of time off for every hour worked overtime rather than pay for overtime.

6. RESTRICTION ON HIRING OF CNMI GOVERNMENT RETIREES: Pursuant to 1 CMC § 8392(c), any person who has retired and received retirement benefits from the Government of the Northern Mariana Islands who is hired by PSS cannot be employed for more than sixty (60) calendar days in any fiscal year without forfeiting any retirement benefits. The Employee understands that this Contract does not change that law.

a. The following Contract modifications apply to CNMI Government Retirees:

(1) Section 1(b): Compensation shall be paid on a daily basis for each calendar day, or portion of a calendar day in which the Employee is assigned to work. The compensation for one day's work shall be 1/260 of the annual salary listed in § 1(b).

(2) Section 4: The number of days to be worked shall be determined by the Staff

Page 3 of 10 Pages

Services Officer up to a maximum number of days per fiscal year as written in § 1(d). Work shall be assigned on a daily basis.

(3) Section 5: Compensation shall be paid bi-weekly for any week in which work has been assigned and performed. No within grade increases shall be awarded because of the limited nature of this Contract. The Employee shall not be eligible to receive overtime pay or compensatory time leave.

(4) Section 9: No insurance benefits are granted under this Contract, nor are any existing rights to insurance coverage or benefits affected hereby.

(5) Section 10: No right to receive leave is granted under this Contract.

(6) Section 11: There shall be no liquidated damages awarded to PSS in the event of a resignation.

7. WORK ASSIGNMENT: Employee may be assigned by PSS to work at any school, any office or any facility on the island assigned in \S 1(a).

8. RENEWAL: There are no tenured employment positions offered by PSS. This contract is only for the term stated in § 1(c) and no right to renewal is granted, expressly or impliedly, by PSS to the Employee regardless of whether job performance during the contract term is satisfactory. An offer for continued employment is completely within the discretion of PSS. If the Employee wishes to be considered for an additional contract period, then notice should be given to PSS six (6) months in advance of the termination date for consideration.

9. INSURANCE BENEFITS: The Commonwealth government makes available health insurance and life insurance coverage for its employees. These are group policies in which the Employee, at its discretion, may wish to participate. Participation is on a shared basis where the

Page 4 of 10 Pages

employer pays a portion of the insurance premium and the employee pays the remainder. The Commonwealth government permits PSS employees to participate in these group plans. If the Employee chooses to participate, then PSS will contribute to premiums on the same basis as the Commonwealth government contributes for its employees.

10. ANNUAL LEAVE AND SICK LEAVE:

a. Non-certified employees with less than three years of creditable PSS service shall accrue annual leave at the rate of four (4) hours per pay period. Non-certified employees with less than six, but more than three, years of creditable PSS service shall accrue annual leave at the rate of six (6) hours per pay period. Non-certified employees with more than six or more years of creditable PSS service shall accrue annual leave at the rate of eight hours per pay period. The maximum accumulation of annual leave for non-certified employees shall be three hundred sixty (360) hours. Annual leave accrued in excess of 360 hours shall be converted to sick leave. The use of annual leave is subject to the conditions set forth in the Regulations for the Public School System Employment of Non-Certified Personnel.

b. Non-certified employees shall accrue sick leave at the rate of four (4) hours per pay period. The use of sick leave is subject to the conditions set forth in the PSS Regulations.

11. **RESIGNATION**: The Employee may resign during the term of this contract only if accepted or agreed to by PSS. It is the practice of PSS not to accept any resignation unless or until a satisfactory replacement assumes the Employee's duties.

a. If the Employee abandons or leaves employment during the contract term within the first two years of employment with PSS without the concurrence of PSS, the Employee shall pay Ten percent (10%) of the Employee's annual salary as liquidated damages together with any

Page 5 of 10 Pages

attorneys' fees or costs incurred by PSS to collect the same. This amount may be withheld from any payments due to the Employee from PSS, including, but not limited to, the final paycheck, lump sum annual leave, or a check for a housing stipend. The parties stipulate and agree that the amount so fixed is a reasonable forecast of just compensation for the harm caused by such breach and the harm caused by the breach is one that is incapable or very difficult of accurate estimation. This liquidated damages provision shall not be construed to grant the Employee the right to resign.

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12. OTHER LAWS AND RULES: This Contract is not intended to set forth all of the various duties and obligations of the parties hereto, but rather is made subject to the PSS rules and regulations, as amended from time to time. The Employee has been presented with a copy of the Regulations for the Public School System Employment of Non-Certified Personnel.

13. SEVERABILITY: The clauses, sentences and parts of this Contract are severable to the extent found to be unlawful or ineffective, by a court of competent jurisdiction, but the illegality or ineffectiveness of any such clause, sentence or part shall not affect any other clause, sentence or part of this Contract. Rather, the remaining provisions hereof shall remain in full force and effect.

14. ENTIRE AGREEMENT: This Contact, together with any exhibits or documents identified or referred to herein, such as the job description and the off-island hire terms and conditions (if applicable), contains the entire agreement of the parties with respect to the matters covered herein as of the date of execution hereof, and no other agreement, statement, or promise made by any party, or to any agent of any party, prior to the date of this Contract shall be binding or valid.

Page 6 of 10 Pages

15. MODIFICATION: This Contract is not subject to modification except in writing, duly signed by the parties to be charged thereunder.

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16. GOVERNING LAW: The laws of the Commonwealth of the Northern Mariana Islands shall govern the validity, construction, and effect of this Contract. Any action brought for the enforcement of this Contract shall be brought in the courts of the Commonwealth of the Northern Mariana Islands only.

17. GRIEVANCE PRIOR TO LAWSUIT: The Employee hereby agrees that prior to filing any legal or equitable claim in court, he or she will first file a grievance with PSS and prosecute it to a conclusion pursuant to Chapter 5 of the PSS rules and regulations for the employment of certified personnel. Furthermore, the Employee agrees to act in good faith in pursuing the grievance remedy. If upon conclusion of the grievance proceedings, the Employee is not satisfied with the determination, then an action at law or equity may be filed in court to remedy the grievance. The Employee understands that this is a limitation on its right to sue and that a lawsuit cannot be filed until complying with this section of the Contract.

18. OFF-ISLAND HIRE: If the Employee's point of hire was outside of the island which is the place of work assignment in § 1(a), then the Off-Island Hire Terms and Conditions of Employment, which must be attached hereto, apply to this Contract.

19. FORMATION OF CONTRACT: This contract form is not valid unless signed by all the parties indicated by the signature blanks. All government signatures must be executed first. At that time, the Contract form constitutes an offer of employment to the Employee. When the Employee signs the Contract without alteration, a contract of employment is established. Any alteration or modification of this Contract form by the Employee will constitute a rejection

Page 7 of 10 Pages

of the Contract, regardless of whether or not it is signed by the Employee.

20. MEDICAL EXAMINATION: This offer of employment is tentative. A medical examination will be required before the Employee starts work. If the examination discloses medical conditions that prevent the Employee from successfully performing the essential functions of the job, PSS will attempt to make accommodations to allow the Employee to work. If the examination discloses a medical condition that poses a significant risk of substantial harm to the health or safety of the employee or other people in the workplace, PSS will attempt to make accommodations to allow the Employee to work. In either case, if no reasonable accommodations can be found, or if they cause an undue hardship on PSS, the parties agree that this contract will be void.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Contract on the dates noted by their respective signatures.

STAFF SERVICES OFFICER

I hereby certify that this person is eligible for the vacancy, that I have correctly classified the Employee and correctly determined the appropriate salary level, that I have obtained a local criminal conviction clearance for this person, and that the claimed education and work experience necessary for this position has been verified.

1. I have sent fingerprint cards for this person to the FBI. _____ Yes _____ No

a. If so, I have received a response from the FBI. _____ Yes _____ No

2. This Employee is an Off-Island Hire entitled to benefits

Page 8 of 10 Pages

under § 18.

Yes No

Date: _____

PSS Staff Services Officer

FISCAL AND BUDGET OFFICER

I hereby certify that this position is within the FTE requirement of PSS under the appropriation act of P.L. No. _____ and that there are sufficient funds available in Account No. _____ for the a total obligation of \$_____ required for this contract.

Date:

PSS Fiscal and Budget Officer

LEGAL COUNSEL

I hereby certify that this is the proper contract form for this employment position, that the Commissioner has the legal capacity to execute contracts to employ PSS personnel, that this form has been filled out completely, and that the job vacancy announcement and application are attached.

Fair Labor Standards Act

I certify that this position is:

Non-exempt _____ Executive _____ Administrative _____ Professional

In order for this contract to be valid, the employee must sign a Compensatory Time Off

Page 9 of 10 Pages

Agreement form, which has been attached and is hereby incorporated into this contract.

_____ Yes _____ No

Date:

PSS Legal Counsel

CONTRACTING PARTIES

FOR PSS:

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Date:

COMMISSIONER

FOR THE EMPLOYEE:

Date:

EMPLOYEE

Print Name:

Page 10 of 10 Pages

OFF-ISLAND HIRE TERMS AND CONDITIONS

for _____(Employee's Name)

This is an addendum to the **Employment Contract for Non-Certified Personnel**. It provides additional benefits to those Employees whose point of hire is different than the island assigned for work. In order for this to be applicable to an Employee, the Staff Services Officer must certify in the contract that the Employee is an Off-Island Hire.

This additional portion of the Contract shall be referred to herein as the "Addendum."

1. Definitions:

a. "Off-Island Hire" shall mean an Employee whose point of hire is certified by the Staff Services Officer in this Addendum to be other than the island assigned for work.

b. "Dependent" shall mean the lawfully married spouse or children (natural children, legally adopted children and step-children) under 18 years of age or under guardianship who shall primarily reside with the Off-Island Hire Employee while in the CNMI:

(1) Determination of Dependents: The identity of dependents shall be determined upon the execution of this Addendum. Their names shall be filled in by the Employee on the last page. A change in dependents prior to expatriation to the CNMI shall require the execution of a new Addendum.

(2) No Addition of Dependent During Contract Term: The identity and number of persons considered as dependents under this Contract shall not change during the contract term regardless of any change of family status through marriage, birth, adoption or guardianship.

(3) Subtraction of Dependents During Contract Term: The loss of dependent

Page 1 of Addendum

status for a spouse through divorce, for a child by reaching the age of 18 or changing primary residence to another household, or for a ward by the termination of a guardianship shall disqualify the person for expatriation benefits if they have not traveled yet to the CNMI, but shall not disqualify the person for repatriation benefits if they have already been expatriated.

c. "Early Termination" shall mean the termination of the contract prior to the end of its term due to resignation, repeated failure to report to work or dismissal.

d. "Expatriation" shall mean the initial travel at the commencement of the contract term from the point of hire to the island assigned for employment. Expatriation shall occur only once per person during a contract term.

e. "Repatriation" shall mean the return travel at the conclusion of the contract term from the island assigned for employment to the point of hire. Repatriation shall occur only once per person during a contract term. In the case of a renewal of a contract, there shall be no additional expatriation or repatriation benefits. The repatriation benefits that accrued from the first contract may be carried over through each renewal period.

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2. Expatriation and Repatriation: An Off-Island Hire Employee and a maximum of three (3) of his or her dependents shall be expatriated to the island of the work assignment from the point of hire and shall be repatriated back from the island of the last work assignment to the point of hire at the expense of PSS subject to the following restrictions:

a. Transportation shall be by coach or tourist class air transportation by the least expensive carrier and shall be arranged by PSS.

b. Any dependent whose transportation costs are to be reimbursed by PSS under this section shall travel to or from the CNMI within six months of the expatriation or repatriation,

Page 2 of Addendum

respectively, of the Employee; provided however, that the amount of the reimbursement shall be no greater than the cost of travel would have been had the dependent traveled with the Employee.

c. The Employee shall be responsible for the costs of ground transportation, food and lodging during travel for expatriation and repatriation.

d. The Employee shall be responsible for the costs of shipping any items between the point of hire and the place of work assignment, including but not limited to, household effects.

e. Repatriation shall be afforded only after the Commissioner has certified that the Employee has no outstanding debts owed to PSS. Repatriation benefits must be used within one year of the termination date of employment.

3. Housing Stipend:

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a. PSS does not provide actual housing for its employees; instead, it provides a stipend to cover the cost of obtaining housing. An employee is entitled to the actual amount of rent paid by the employee or the applicable stipend, whichever is less:

Size of Family	Maximum Allowable Stipend
Employee alone	\$400/month
Employee with spouse	\$400/month
Employee with child	\$500/month
Employee with spouse and one child	\$500/month
Employee with two or more children as dependent	s \$600/month

b. Determination of the stipend amount: The PSS Housing Officer shall determine the amount of stipend based on a certification by the Employee under penalty of perjury of the number of dependents living within the household. This certification shall be on a form provided

Page 3 of Addendum

by PSS which shall be submitted to the Housing Officer when the lease agreement is provided pursuant to § 2(e). Any change in the identity or number of dependents thereafter shall be certified to the Housing Officer by the Employee within fifteen days on the same form.

c. Spouse with housing benefits: if the Employee's spouse or a dependent receives housing benefits at any time and shares the housing with the Employee, then for such period of time the amount of rent paid by the Employee shall be deemed to be \$0.

d. Housing benefits shall be provided for a maximum of two years, unless the Commissioner makes a determination that the job position is hard to fill.

e. Procedure for qualifying for stipend: the Employee has the responsibility of locating housing. He or she must enter into a written lease agreement for housing and submit a copy of it to the PSS Housing Office within fifteen (15) days of arriving on the island of assignment. Thereafter all modifications, renewals, terminations or new leases shall be submitted to the PSS Housing Office within fifteen (15) days of taking effect in order to qualify for a stipend. A housing stipend check will be issued separately once each month to qualified employees.

f. Disqualification: No Employee is entitled to a housing stipend who has, or whose spouse has:

(1) fee simple or other permanent title to land in the CNMI, or is making payments towards obtaining such title, in property with housing sufficient for the Employee and his or her dependents on it located on the island of the work assignment, and/or

(2) leasehold title greater than ten (10) years in real property, regardless of the length of the remaining term, with housing sufficient for the Employee and his or her dependents on it located on the island of the work assignment.

Page 4 of Addendum

4. Early Termination of Contract:

a. First Year of Employment: In the event of an early termination within the first year of the contract, the Employee will not be entitled to housing benefits after the date of termination, the Employer will not be obligated to provide repatriation benefits. and the Employee will be required to repay all expatriation costs for the Employee and his or her dependents. This is in addition to the consequences provided by contract and other law and those remedies specifically provided for in the Employment Contract for Non-Certified Personnel, such as liquidated damages for resignation.

b. After One Year of Employment: In the event of an early termination after completing one year of employment, the same consequences described above in § 4(a) will apply, except that the Employee will not be required to repay the expatriation costs incurred by PSS.

These additional terms and conditions shall apply to the above-named Employee under the Employment Contract for Certified Personnel and are agreed to by both the Employee and the Employer. This document consists of six pages.

For the Employer:

Date:

Commissioner of Education

Page 5 of Addendum

Name	Age	Relationship
1		
2		
3		
4		- <u></u>
5		

I hereby agree to the terms and conditions of this Addendum and certify that the above information is true and correct. I understand that a misstatement of fact in the Contract or Addendum may affect the validity of the agreement and be a basis for dismissal.

Employee

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Date: _____

Page 6 of Addendum

COMPENSATORY TIME OFF AGREEMENT

In accordance with the Fair Labor Standards Act, the CNMI Public School System has a policy of granting employees compensatory time off in lieu of compensation for hours worked in excess of 40 hours a week. I understand that the compensatory time will be granted at time and one-half for all hours worked in excess of 40 hours per week or other permissible work schedules. I understand that I may use compensatory time similar to annual leave, but that the maximum accumulation of compensatory time off is 240 hours (which is 160 hours of work done overtime). I further understand that the compensatory time may be limited, preserved, used or cashed out consistent with the provisions of that policy and applicable law and regulations of the U.S. Department of Labor.

I knowingly agree to the provision of time off as compensation for overtime work as a condition of my employment and consent to the use of compensatory time in accordance with the policy. I further understand that in the event any portion of the policy is interpreted to conflict with the FLSA or its regulations, that the conflicting portion shall be struck and the remainder of the policy shall continue in force and effect.

Date

Employee Signature



NORTHERN MARIANAS HOUSING CORPORATION

P.O. BOX 514, Saipan, MP 96950

Tels: (670) 234-6866 234-9447 234-7689 234-7670 Fax: (670) 234-9021

NOTICE OF THE ADOPTED LOAN PROCESSING PROCEDURE

The Board of Directors of the Northern Marianas Housing Corporation hereby notifies the general public that it has adopted the Loan Processing Procedure as published in Volume 18, Number 8, dated August 15, 1996, of the Commonwealth Register.

Dated this26th day of Sept., 1996.

JUAN STENORIO Chairman Board of Directors

Date:

Date: ______5/96

MARY LOU ADA SIROK Corporate Director

Received by:/ DOXNA CRUZ Governor's Office

Filed with: SOLEDAD SASAMOTO Registrar of Corporations

COMMONWEALTH REGISTER VOLUME 18 NUMBER 11 NOVEMBER 15, 1996 PAGE 14655 "NMHC is an equal employment and fair housing public agency"

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Tinian Field Office: Tel. (670) 433-9213 Fax (670) 433-3690 NORTHERN MARIANAS HOUSING CORPORATION

P.O. BOX 514, Saipan, MP 96950



Tels: (670) 234-6866 234-9447 234-7689 234-7670 Fax: (670) 234-9021

NOTISIA PUT I MA ADAPTAN LOAN PROCESSING PROCEDURE

I Board of Directors gi Northern Marianas Housing Corporation ginen este ha notitisia i pupbliku hinerat na esta ma adapta i Loan Processing Procedure ni esta ma pupblika gi halom Baluma 18, Numiru 8, ma fecha gi Agusto na mes gi mina 15th na dia, 1996 gi Commonwealth Register.

Ma fecha gi este/i mina 26th na dia gi Septembre, 1996.

JUAN S. TANORIO Chairman Board of Directors

Fecha:

Fecha: ______/1/5/96

mar for Alle ford

MARY LOO ADA SIROK Corporate Director

Ma risibi as: DONNA CRUZ Ofisinan Gobietno

Ma satmiti as: SOLEDAD SASAMOTO Rehistradoran Kotporasion

COMMONWEALTH REGISTER VOLUME 18 NUMBER 11 NOVEMBER 15, 1996 PAGE 14656 "NMHC is an equal employment and fair housing public agency" NORTHERN MARIANAS HOUSING CORPORATION

A CONTRACTOR OF THE CONTRACTOR

P.O. BOX 514, Saipan, MP 96950

Tels: (670) 234-6866 234-9447 234-7689 234-7670 Fax: (670) 234-9021

ARONGORONG REEL <u>ADOPTION</u>-UL MWO'GHU'TU'GHU'TU'L TINGO'ROL SALAAPI

Board of Directors mereel Northern Marianas Housing Corporation mereel milleel, e arongaar toulap bwe a <u>adopt</u>-taay mille Mwo'ghu'tu'ghu'tu'l Tingo'rol Salaapi iye a arong mello'l <u>Volume</u> 18, Numuro 8, e ma'kketiw wo'o'l ra'l ye 15, llo'l maramal Elu'wel (August), 1996, mereel <u>Commonwealth Register</u>.

E ma'kketiw wo'o'l ra'l ye 26th maramal Maan (September), 1996.

JUAN S. DENORIO Chairman Board of Directors

Ral:

All Sort

MARY LOU ADA SIROK Corporate Director

Bwughiyal: DONNA CEUZ Bwulasiyool Gobenno

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Isa'liyal: SOLEDAD SASAMOTO Registrar of Corporations

Ral: __11/5/95

COMMONWEALTH REGISTER VOLUME 18 NUMBER 11 NOVEMBER 15, 1996 PAGE 14657 "NMHC is an equal employment and fair housing public agency"

Tinian Field Office: Tel. (670) 433-9213 Fax (670) 433-3690



BOARD OF PROFESSIONAL LICENSING Commonwealth of the Northern Mariana Islands P.O. Box 2078 Saipan, MP 96950 Tel. No.: (670) 234-5897 Fax No.: (670) 234-6040

NOTICEOF ADOPTION OF AMENDMENTS TO THE REGULATIONS FOR HARBOR PILOTS

Having received no comments on the proposed amendments to the Regulations for Harbor Pilots, the Board of Professional Licensing hereby adopts this Regulations as published in the Commonwealth Register on August 15, 1996.

This said regulations takes in effect ten (10) days after this publication in the Commonwealth Register.

FRANCISCOO GUERRERO

CHAIRMAN

Filed by:

Soledad B. Sasamoto Registrar of Corporations

Received by:

í. ...

Donna J. Cruz // Governor's Office

NUTISIA PUT I MA ADOPTAN AMENDASION REGULASION GI BANDAN PILTON PUETTO SIHA

Put i taya komento ma risibi put i manma prupoponi siha na amendasion gi regulasion para i Pilton Puetto siha, i Board of Professional Licensing ginen este ha adopta este siha na regulasion ni esta ma pupblika gi halom i Rehistran Commonwealth gi Augusto 15, 1996.

Este i manma sangan siha na regulasion para hu efektibu gi halom dies (10) dias despues di ma pupblika-na este na nutisia gi halom i Rehistran Commonwealth.

Francisco U. Guerreco Chairman Ma satmiti as: Soledad B. Sasamoto

Registrar of Corporation

Ma risibi as: Donna I Cruz Ofisinan Gubietnu

Fecha

Ora

ARONGORONG REEL <u>ADOPTION</u>-UL ALLEGH REEL IGHA EBWE AWWELELÓ MELLÓL <u>HARBOR PILOTS</u>

Reel igha toriito ighila nge esóór isisilongol aiyegh ngáre mángemáng reel Allégh mellol Harbor Pilots, Board of Professional Licensing bwelle reel milleel a adopt-taay Allégh ye a póbliika mellól Commonwealth Register mellól maram ye Elúwel/August 15, 1996

Allegh yeel nge ebwe llegheld llol seigh(10) rål takkeldol yaal pobliika mellol Commonwealth Register.

Francisco O. Guérrero Chairman

Isaliyal:

Soledad B. Sasamoto **Registrar of Corporations**

Bwughiyal

Donna J. Cruz Bwulasiyool Bobenno

11/6/96

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CERTIFICATIONOFADOPTIONOF AMENDMENTS TO THE REGULATIONS FOR HARBOR PILOTS

I, Francisco Q. Guerrero, Chairman of the Board of Professional Licensing which is promulgating the Regulations for Harbor Pilots hereinabove set forth, by signature below hereby certifity that such adopted amendments to the Regulations are true, complete and correct copy of the Regulations for Harbor Pilots formally adopted by the Board of Professional Licensing.

I declare under penalty of perjury that the foregoing is true and correct and this declaration was executed on this _____ day of ______, 1996, at Saipan, Commonwealth of the Northern Mariana Islands.

FRANCISCOQ GUERRERO

CHAIRMAN

BOARD OF PROFESSIONAL LICENSING REGULATIONS GOVERNING THE LICENSURE OF HARBOR PILOTS

PART I. GENERAL PROVISIONS

- 1.1 <u>Authority</u>. These regulations are adopted pursuant to 4 CMC, Div. 3, § 3105.
- 1.2 <u>Application</u>. These regulations shall apply to the pilotage districts of Rota, Saipan and Tinian as defined by the Commonwealth Ports Authority.

PART II. DEFINITIONS

- 2.1 <u>The Board</u>. "The Board" shall mean the Commonwealth of the Northern Mariana Islands Board of Professional Licensing (BPL).
- 2.2 <u>The CPA</u>. "The CPA" shall mean the Commonwealth Ports Authority.
- 2.3 <u>The CNMI</u>. "The CNMI" shall mean the Commonwealth of the Northern Mariana Islands.
- 2.4 <u>Pilot or Harbor Pilot</u>. A person who directs the movements of a ship into and out of a pilotage district and is licensed by BPL to pilot within that pilotage district within the CNMI.
- 2.5 <u>Vessel Movement</u>. The movement of a ship from the outer limit of a pilotage district or anchorage to the dock, the anchorage to the dock and from the dock to the anchorage or from dock or anchorage to outer limit of a pilotage district.
- 2.6 <u>Resident</u>. A person who maintains a place of abode within the CNMI.

PART III. LICENSURE OF HARBOR PILOTS

- 3.1 A person may pilot a vessel where such vessel is required to have a pilot under regulations promulgated by the CPA only if the Board has issued the person a CNMI pilot's license and endorsed the license for the applicable pilotage district.
- 3.2 A person must obtain a separate license endorsement to pilot a vessel in each separate pilotage district defined by the CPA.
- 3.3 Prior to issuance of a pilot's license a person must pay a license fee of \$500.00 payable to the CNMI Treasurer.

PART IV. QUALIFICATIONS FOR LICENSURE

- 4.1 A person is eligible to obtain a license as a harbor pilot and an endorsement for the applicable pilotage district if the person meets the following qualifications:
 - (a) Is over the age of 21 and under the age of 72;
 - (b) Is a U.S. Citizen or a resident of the CNMI;

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- (c) Is physically capable of performing the duties of a pilot as certified by a CNMI licensed physician;
- (d) Is mentally fit and competent as certified by a CNMI licensed physician;

(e) Has normal color vision and vision which is correctable to 20/20 in both eyes as certified by a CNMI licensed optometrist;

(f) Has successfully completed all examinations required by the board that are applicable to the pilotage district for which the applicant seeks licensure;

(g) Has successfully completed and satisfactorily documented proof of completion of the familiarization trips required by the Board;

(h) Satisfies at least one of the following:

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(1) Holds a valid U.S.C.G. First Class Pilot License for vessels of unlimited Tonnage and endorsed for one, or more of the pilotage districts of the CNMI and must document, to the satisfaction of the Board, at least 30 safe vessel movements, within the preceding year (25% of movements must be at night), in any ports of the United States, or former Trust Territory of the Pacific Islands, as a harbor pilot working under the authority of his USCG First Class Pilot License; or

(2) Possesses a U.S. Coast Guard Master or Mate's license of unlimited tonnage on steam or motor vessels upon oceans (excluding fishing vessels); or

 Possesses a U.S. Coast Guard Master or Mate's license of not less than 1600 gross tons on steam or motor vessels upon oceans (excluding fishing vessels); or

(4) Possesses a valid U.S. Coast Guard License with a rating as Master on Steam or Motor Vessels of 500 gross tons including freight or towing vessels (excluding fishing vessels); and, two-thirds of the required number of vessel movements for that pilotage district have been on vessels of 500 gross tons or more; or

(5) Previously held a Trust Territory deck officers license for vessels over 500 gross tons and can demonstrate to the satisfaction of the Board one year sea time as Master or Mate of steam or motor vessels of 500 gross tons or more; or

(6) Previously held a Trust Territory Harbor Pilot's license for vessels of at least 500 gross tons for the ports in the CNMI and can document to the satisfaction of the Board, at least an average of 10 vessel movements per year in the immediately preceding 5 years in the applicable pilotage district.

(i) Speak, write and comprehend English to the satisfaction of the Board.

(j) The harbor pilot license shall be limited to the tonnage licensed by the U.S.C.G. or as previously licensed by the Trust Territory government.

4.2 No person shall be licensed by the Board unless he or she has applied to the Board for a pilot license on the form provided by the Board and paid to the CNMI Treasurer the application fee of \$100.00. All application fees are nonrefundable.

PART V. EXAMINATIONS

5.1 Each applicant shall be required to pass examinations:

(a) Applicants applying under the provisions of Part 4.1 (h) (2), (3), and (4) shall take and passed the U.S.C.G. written examinations covering the International Rules of the Road, and the physical characteristics of the pilotage district for which the applicant seeks licensure.

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(b) Applicants applying under the provisions of Part 4.1(h)(5) and (6) shall obtain a U.S. Coast Guard first class pilots license for the ports which the applicant seeks licensure.

(c) Applicants applying with Coast Guard licenses under the provisions of Part 4.1

(h) (1) are exempt from the examination requirements.

5.2 All examinations may be taken by a qualified applicant who:

(a) Has had a license application on file with the Board for at least 15 working days prior to the examination;

(b) Has paid to the CNMI Treasurer a nonrefundable examination fee of \$25.00; and

(c) Has had a physical examination by a CNMI licensed physician as further specified in Part 7 of these regulations not more than 45 days prior to the date of the application submitted to the Board and submitted to the Board the physician's Statement of Fitness. If a person is retaking any examination that he or she failed and such

physical examination occurred not more than 180 days prior to the date of the Board's examination, no new Physician Statement of Fitness need be submitted as a condition for retaking such examination.

5.3 For exams administered by the Coast Guard, the board shall accept the criteria adopted by the Coast Guard.

PART VI. FAMILIARIZATION TRIPS

All applicants applying for harbor pilot must meet the number of familiarization trips for each pilotage district and must satisfy the following trip requirements:

Tanapag Harbor	-	24
Rota Harbor	-	10
Tinian Harbor	-	12

(a) One familiarization trip shall consist of one vessel movement in the harbor

included in the pilotage district without any accidents, collisions or similar incidents.

(b) At least half of the required familiarization trips shall be conducted between one hour after sunset and one hour before sunrise.

(c) All of the required familiarization trips shall be on self propelled vessels of at least 300 gross tons or larger on a vessel with operational radar.

(d) All familiarization trips must be made under the supervision of a licensed harbor pilot for that pilotage district, with the exception of the pilotage district of Rota until such time that a pilot is licensed for that district.

(e) All familiarization trips shall be documented and signed by the licensed harbor pilot on a form provided by the Board.

(f) After completion of the required number of familiarization trips, the Board shall evaluate the applicant's performance in ship handling skills on the basis of the

evaluation forms and other relevant information and decide whether the applicant should be licensed or whether additional familiarization trips should be required. The Board may require that a pilot perform additional familiarization trips if the supervisory pilot's evaluations indicate that the applicant needs additional experience in ship handling.

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PART VII. PHYSICAL REQUIREMENTS AND EXAMINATIONS

- 7.1 The following applicants and pilots must have a physical examination by a CNMI licensed physician:
 - (a) all applicants;
 - (b) all licensed pilots on an annual basis; or
 - (c) all licensed pilots prior to renewal.
- 7.2 The physical examination required of all applicants or pilots shall demonstrate that such person is in all respects physically fit to perform the duties of a pilot. The examination shall assure that the person's abilities as a pilot are not impaired by eyesight, hearing or other bodily function and shall include examination of the pilot's eyes (including tests for color blindness, depth perception, night vision, disease, field of vision and reflexes); ears; heart; blood pressure; blood components; pulse; speech capabilities; history of diseases (including diabetes, cancer, arthritis, arrhythmia, asthma, bronchitis, emphysema, ulcers, alcoholism and other illnesses) and any other medical information which the physician feels is relevant. The Board reserves the right to impose mandatory testing for drug or alcohol use.
- 7.3 The applicant or the pilot shall file with the Board on the form supplied by the Board the examining physician's Statement of Fitness:

(a) Within 60 days of the applicant filing the completed application form with the Board and the physician's Statement of Fitness.

(b) Within 60 days of the date of a pilot's annual physical examination or physical examination for renewal.

- 7.4 If the physician's Statement of Fitness indicates that the applicant is not physically or mentally able to perform the duties of a pilot, the Board shall not issue the pilot a license.
- 7.5 In the case of the annual physical exam, should the physician's Statement of Fitness indicate that the pilot is not capable of performing the duties of a pilot, the Board shall suspend such license until a further physical examination has been completed and indicates that the pilot is capable of performing his duties as a pilot.
- 7.6 In the case of the renewal of a pilot's license, should the pilot be temporarily physically incapacitated at the time his license is due to be renewed, the Board shall not renew such license until a further physical examination indicates that the pilot is capable of performing his duties as a pilot.

PART VIII. LICENSE RENEWAL

8.1 Each pilot shall renew his or her pilot's license every two years from the date of issue. All licensed pilots seeking to renew his or her license shall complete the application form provided by the Board and file it at least sixty days prior to the expiration date of the license. Upon approval of the license renewal application the renewal fee shall be paid to the CNMI Treasurer in the amount of \$500.00. 8.2 In addition to filing the application to renew a pilot's license, the applicant must also meet the following renewal requirements:

(a) Have completed the following vessel movements on self propelled vessels of 300 gross tons or more in the applicable pilotage district during the time he was licensed (half of the trips shall be conducted after sunset). At least half of the trips shall have been completed during the immediately preceding 12 months from the date the application for renewal is filed with the Board:

Tanapag Harbor	-	20
Tinian Harbor	-	10
Rota Harbor	-	8

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(b) Pass a general physical examination within sixty days prior to the renewal date. The physician shall submit to the Board a Statement of Fitness stating whether and under what conditions the pilot is capable of providing pilotage services.

- 8.3 If the applicant for renewal fails to have the required number of trips in the pilotage district, the Board shall require the applicant to complete additional familiarization trips under the supervision of a licensed pilot prior to renewing the pilot's license. During such time if the time for the pilot's license renewal has passed, such pilot shall not pilot a vessel without the supervision of a licensed pilot.
- 8.4 A pilot who fails to apply to renew his or her license and fails to complete the requirements contained in Section 8.2 before the license expiration date, shall be assessed the renewal fee and a \$25.00 a month delinquent fee for every month the license is not renewed.
- 8.5 A pilot whose license has expired and is lapsed for more than one year by failure to renew must file a new application and received Board approval for reinstatement.

PART IX. REPORTING REQUIREMENTS

- 9.1 In every case where a vessel piloted by a CNMI-licensed pilot shall go aground, collide with another vessel, or collide with a dock, or shall meet with any casualty, or be injured or damaged in any way, the pilot shall file a written report with the Board as soon as returning to shore and in any event no later than 7 days after the incident. The report shall advise the Board of all relevant facts relating to the incident.
- 9.2 Any pilot who shall fail, neglect, or refuse to make a written report to the Board for a period of ten days after the date the report is required to be filed, shall be subject to having his license suspended or revoked.

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PART X. REVOCATION/SUSPENSION AND TERMINATION OF LICENSE

10.1 (a) Pursuant to applicable CNMI Law including, but not limited to the CNMI Administrative Procedure Act, 1 CMC, Div. 1, et seq; the Board shall have power on its own motion, or in its discretion, upon the written request of any interested party, to investigate the performance of pilotage services subject to these regulations and issue a reprimand, or suspend, withhold, or revoke the license of any pilot, or any combination of the above, for misconduct, incompetency, inattention to duty, intoxication, drug use, or failure to perform his or her duties under these regulations, or violation of any of the rules or regulations provided by the Board for the government of pilots including training requirements or misrepresentation in the application process. The Board may require that a pilot satisfactorily complete a specific course of training or treatment prior to reinstatement of the pilot's license.

(b) The Board shall have the right to suspend or revoke the license of any pilot convicted of a crime related to the harbor pilot profession or a crime involving the use of illegal drugs or alcohol or use of alcohol or drugs while on duty, including missing an assignment due to alcohol or drug use.

(c) The Board shall have the right to suspend or revoke the license of any pilot who files false information with the Board.

(d) Any pilot whose license has been revoked must reapply with the Board to obtain a new license.

(e) The Board shall terminate the license of any pilot reaching the age of seventytwo.

PART XI. RADAR TRAINING

- 11.1 All pilots must complete a Coast Guard approved unlimited radar observation training course prior to issuance of the pilot license. If a pilot, licensed under the authority of these regulations, conducts movement of a vessel required to have a pilot under regulations promulgated by the Commonwealth Ports Authority but not holding a valid active unlimited radar observation training course certificate of completion, that pilot's license is subject to revocation/suspension proceedings under the authority of part 10.1 of these regulations.
- 11.2 The Board shall not renew a pilot's license if the applicant's unlimited radar observation certificate has expired.

PART XII. VIOLATIONS

All persons who pilot a vessel in violation of these regulations shall be subject to criminal or civil penalties as provided by law, as well as, where applicable, suspension or revocation of a license issued by the Board.

PART XIII. DRUG SCREENING

The Board reserves the right to require satisfactory completion of a drug screening test prior to issuance or renewal of a license. The Board also reserves the rights to mandatory random drug screening for all persons holding a harbor pilots license.

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NOTICE OF ADOPTION

BOARD OF EDUCATION REGULATIONS

The Board of Education of the Northern Mariana Islands hereby notifies the general public that it has adopted the amended school regulations pursuant to the Education Act of 1988 and the Administrative Procedures Act.

The regulations adopted were published in the Commonwealth Register Vol.17-No.11 (November 15, 1995) in proposed form for public comment. These regulations will rescind and replace former policies 609, 610 & 617.

1	New Regs. 609	STUDENT DISCIPLINE
	ē09 . 1	Scope of Authority
	609.2	Student Suspension Regs.
	609.3	Student Expulsion Regs.
	609.4	Disabled Student Expulsion Regs.
	609.5	Offense Categories
	609.6	Dress Code
		Student Signature Forms

Copy of the regs. may be obtained from the Office of the Comissioner of Education, Public School System, Lower Base, Saipan, MP 96950.

In accordance with 1 CMC Sec. 9105(b), the adopted regulations shall take effect ten (10) days after the date of publication of this Commonwealth Register issue.

October 30, 1996

Don A. Farrell Chairman, Board of Education

Filed By: Donna Cr

Filed By:

Soledad B. Sasamoto Registrar of Corporations

NUTISIA PUT MA'ADAPTAN

AREKLAMENTON I AKONSEHERON

I Akonseheron Idukasion gi halom i Notte Marianas ginen este ha nutitisia i pupblekon hinirat na esta manmadopta i man matamenta na areklamenton eskuela sigun i ginagagao gi Akton Idukasion gi 1988 yan i Akton Areklamenton Atmenestrasion.

I areklamento siha ni manma'adopta manmapupblika huyong gi <u>Commonwealth Register Vol. 17, No. 11</u> (Novembre 15, 1995) gi fotman i maprupoponi para i pupbleko. I sigente sihe u mana'fanuha u fontinahgue i halacha na areklamenton 609, 610 yan 617.

1. Nuebu na

Areklamento 609	STUDENT DISCIPLINE
609.1	Scope of Authority
609.2	Student Suspension Policy
609.3	Student Expulsion Policy
609.4	Disabled Student Expulsion Policy
609.5	Offense Categories
609.6	Dress Code
Student Signature Forms	

Hayi malago' matinas rikumendasion siña ha' mañule' kopian este siha na areklamento gi Ufisinan i Kumisinan i Idukasion, <u>Commissioner of Education</u>, Public School System, Lower Base, Saipan, MP 96950.

Sigun i fuetsan 1 CMC Sec. 9105 (b), i manma'adopta siha na areklamento u fanifektibu gi halom dies (10) dihas despues di mapupblika huyong este na nutisia gi <u>Commonwealth Register</u>.

Octobre 30, 199 a on A. Farrell Ge'hilo', Akonseheron Idukusion Inarekla As: dvernof's Donna Cruz Inarekla As: Soledad B. Sasamoto

Registrar of Corporations

ARONGORONGOL ADAPTAAL

ALLEGHUL BOARD OF EDUCATION

Schóól <u>Board of Education</u> me llól <u>Northern Marianas Islands</u> re kke aghuleey ngaliir aramas towlap bwe ra areweto alléghúl imwal rágháfishch kkewe re liwili sángi <u>Education Act of 1988</u> me <u>Administrative Procedures Act.</u>

Allégh kka re mweitil nge aa takkal toowow llól <u>Commonwealth Register</u> <u>Vol.17-No.11</u> (Aremwoy 15, 1995) igha re féérú reel <u>proposed form</u> bwe towlap rebwe iraalong meeta tipeer me mángemángiir. Allégh kkaal nge rebwe siweli ngáli fasúl allegh 609, 610 me 617.

Allégh kka re mweitil nge ikka faal:

1. Allégh ffé 609	STUDENT DISCIPLINE
609.1	Scope of Authority
609.2	<u>Student Suspension</u> Alleghúl
609.3	Student Expulsion_Alleghúl
609.4	Disabled Student Expulsion Alleghúl
609.5	Offense Categories
609.6	Dress Code
	Student Signature Forms

Kkopiyaal allégh kkaal nge emmwel aramas rebwe ló bweibwogh sángi bwulasiyol <u>Commissioner of Education, Public School System, Lower Base</u>, <u>Saipan, MP 96950</u>.

Reel bwángil me aileewal 1 CMC Sec. 9105 (b), nge allégh kka re mweiti ebwe aléghéléghéló llól seigh (10) rál sángi igha e toowow arongorong yeel mellól <u>Commonwealth Register</u>.

Sasobwél 30, 1996

Don A. Farrell

Chairman, Board of Education

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Soledad B. Sasamoto Registrar of Corperations

CERTIFICATION OF RULES REGARDING THE PUBLIC SCHOOL SYSTEM

ADOPTED REGULATIONS

BOARD OF EDUCATION

I, Don A. Farrell, Chairman, Board of Education, which is promulgating the rules regarding the Public School System to be published in the Commonwealth Register Adopted Board of Education Regulations as follows: To rescind and replace regulations 609, 610 & 617 with regulations 609 Student Diciplinary Code, Regs. 609.1 Student Discipline, Regs. 609.2 Student Suspension Regs., Regs. 609.3 Student Expulsion, Regs. 609.4 Disabled Student Expulsion, Regs. 609.5 Offense Categories, Regs. 609.6 Dress Code, Student Signature Forms, by signing below hereby certify that such Rules are a true, complete, and correct copy of the regs. regarding the Public School System formally Adopted by the Board of Education. I further request and direct that this certification be published in the Commonwealth Register and then be attached by both the Office of the Registrar of Corporations and Office of the Governor to the Regulationss regarding the Public School System referenced above.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration will be executed on the 15th day of November 1996 at Saipan, Commonwealth of the Northern Mariana Islands.

5on A. Farrell

Chairman, Board of Education

Filed By: Donna Cruz Governor Office

m Filed By: _

Soledad B. Sasamoto Registrar of Corperations

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS PUBLIC SCHOOL SYSTEM

STUDENT DISCIPLINARY CODE

609 <u>STUDENT DISCIPLINE</u>

609.1 SCOPE OF AUTHORITY

The provisions of this code apply in all situations in which students are involved, including, but not limited to:

- (1) school activities on property owned, rented, leased, or otherwise occupied by the CNMI Board of Education, Public School System, or Commonwealth Government;
- (2) travel on school buses or in school vehicles;
- (3) off-site school sponsored activities;
- (4) on or off-site school related problems which are the result of or cause of disruptive behavior on school grounds;
- (5) violent acts or behavior which occur off school property, pose a threat to the safety of students and/or faculty, or disrupt the learning environment.

The fact that a student withdraws from PSS or transfers to another school after the alleged commission of a prohibited act shall not be construed to deprive the Public School System of jurisdiction to suspend or expel the student. This code is intended to supplement standard day-to-day disciplinary actions taken at the school level such as in-house detention, counseling sessions, campus clean-up, community service, required apologies, I.E.P. created discipline, etc. Principals and appropriate Administrative personnel are specifically authorized by these regulations to impose such discipline in addition to the disciplinary action hereafter.

609.2 STUDENT SUSPENSION CODE

A student may be suspended by the school principal for not more than ten (10) school days if it is found that (s)he committed a category I or II offense. Nothing in this section shall be construed to preclude a school principal from temporarily suspending a student so that a hearing concerning a longer term suspension for commission of a Category II, III, or IV offense may be processed. Prior to any suspension, the student will be advised of the reason for the proposed suspension and any supporting evidence. The student will be given the opportunity to explain his or her version of the facts. If it is determined that the student is guilty of the misconduct charged and that the suspension is reasonably justified, the student will be suspended.

The suspension shall be appropriately documented and copies of the documentation shall be expeditiously forwarded to the Superintendent (Commissioner) of Education. Equal Employment/Educational Opportunity Officer(EEO) and, in cases involving students with an identified disabling condition, to the Special Education Coordinator. The student's parent or guardian shall be notified of the reason(s) for the suspension and the right of the student or parent or guardian to appeal the suspension within seven (7) calendar days following the commencement of the suspension to the Superintendent of If the parent and/or student wishes to appeal the Education. suspension the Superintendent, or a designee who shall be someone other than a principal, administrator or teacher in the suspended student's school, shall meet with the student and/or the parent or guardian to discuss the suspension. If the Superintendent or designee finds that the student was suspended unfairly or unjustly, or that the suspension was inappropriate given the nature of the alleged offense, or that the student suffered undue consequences or penalties, the

suspension will be overturned and any reference to the suspension in school records will be expunged. Such findings shall be made within fifteen(15) school days of the conference.

Students who have been suspended shall not be denied the opportunity to take any quarterly, semester or grading period examinations missed during the suspension period.

A student with an identified disabling condition may be suspended according to the procedure set forth above. However, the suspension procedure does not apply in the event that:

- (1) The student's individualized education plan (IEP) contains procedures or other disciplinary techniques which are to the contrary; or
- (2) The length or the proposed suspension combined with the length of any prior temporary suspension the student has received during the current IEP cumulatively exceeds ten (10) school days and thereafter, may constitute a change in the student's educational placement.

609.3 STUDENT EXPULSION CODE

A student may be suspended from school for more than ten (10) days by the Superintendent of Education and/or his/her specific designee or designees if it is found that (s)he committed a Category II, III, or IV offense. The designee or designees shall not be employed at the same school the student attends or have a relationship to a party to the expulsion which conflicts with his/her ability to be an impartial adjudicator. A suspension from school for more than ten (10) days shall be termed an expulsion.

If a school principal believes that an expulsion of a student may be an appropriate action (s)he is responsible for fully and fairly investigating the incident(s) that necessitate the expulsion. The school principal will immediately notify the Public School System's Equal Employment/Educational Opportunity Officer (EEO) and the Superintendent of Education that a possible expulsion incident has occurred. The EEO is COMMONWEALTH REGISTER VOLUME 18 NUMBER 11 NOVEMBER 15, 1996 PAGE 14674

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responsible for providing the Principal with advice and recommendations as to what steps need to be taken at the school level and for coordinating between the school and the Central Office.

Upon a determination by the school Principal that an expulsion appears to be the appropriate action to be taken, the student and his/her parents or guardians must, as soon as practically possible, receive a copy of PSS's student disciplinary policy and written notice of:

- (1) the charges that appear to necessitate the expulsion;
- (2) the Public School System's intent to expel the student;
- (3) the place, time and circumstances of the proposed hearing, with sufficient time for a defense to be prepared;
- (4) The fact that on that date a full and fair hearing will be held before an impartial adjudicator;
- (5) The fact that the student has a right to legal counsel at his/her own expense and/or some other adult representative at the hearing;
- (6) The fact that the student will be given the opportunity to present witnesses or evidence at the hearing;
- (7) The fact that the student will be given the opportunity to cross-examine opposing witnesses at the hearing; and
- (8) The availability of a written, record which can be used to demonstrate that the decision was based solely on the evidence presented at the hearing. This section shall not be construed to prohibit the use of a recording device to record the hearing.

Within a reasonable amount of time after the notification, an expulsion hearing shall be held, unless the student's parent or guardian and the student agree to allow the proposed expulsion and waive their right to a hearing. Failure to request such a hearing in writing within ten(10) school days after being notified of the PSS's intention to expel the student shall constitute such a waiver. At the expulsion hearing the Superintendent or his/her designee shall preside, and ensure that all of the above mentioned rights are afforded the student and, within ten (10) school days, issue a final, written opinion regarding whether or not the proposed expulsion or a modified expulsion/suspension should be carried out. If the Superintendent or designee finds that the student has committed the act(s) which warrant expulsion/suspension the Superintendent may consider the severity of the offense, prior disciplinary actions taken against the student by PSS along with other prior bad acts of the student in determining whether the proposed length of suspension/expulsion is appropriate. The hearing shall be informal, run by the Superintendent or designee, and relaxed rules of evidence shall apply.

The student and/or his or her parent or guardian has the right to appeal the Superintendent or designee's decision to the CNMI Board of Education. The Superintendent must be notified, in writing, of the student's and/or parent or guardian's desire to appeal within seven (7) calendar days from issuing his/her written opinion.

The hearing before the Board of Education shall occur within a reasonable amount of time after the appeal of the Superintendent or designee's opinion and shall be based solely on the record developed at the expulsion hearing and the Superintendent or designee's written decision. No new evidence shall be received by the Board. At the hearing the sole issue for the Board to determine is if the Superintendent or designee's decision to expel constitutes an abuse of authority. The Board shall render its decision by a majority vote of those members in attendance.

The Board does not have the authority in violation of category IV cases to modify the Superintendent's expulsion decision. In such cases they may either uphold the Superintendent's decision or overturn it completely or overturn it and order that a new hearing be conducted in compliance with their order and order a new hearing.

609.4 DISABLED STUDENT EXPULSION CODE

In order to expel from school a student with an identified disability, the Superintendent of Education and/or his/her specific designee or designees must comply with the Board of Education regular student expulsion code (609.3) plus the procedure set forth below.

Prior to the expulsion of a student with a disability, the Special Education Coordinator or his/her designee will organize a Multidisciplinary Team or other group of trained and knowledgeable staff to:

- (1) review the appropriateness of the student's educational placement; and whether or not an inappropriate placement caused or had a direct and substantial relation to the student's misconduct; and
- (2) determine whether the student's misconduct is caused by, or has a direct and substantial relation to his or her disability.

The Multidisciplinary Team shall meet with the student's parent or guardian and prepare a written report of its findings Written notice of this meeting shall and recommendations. comply with federal requirements when a change of placement is under consideration. If the Multidisciplinary Team finds, after appropriate review and evaluation, that the student's educational placement is appropriate, and that the student's misconduct is not caused by or related to his or her disabling condition(s), they will report this fact to the Superintendent and (s)he or his/her designee may schedule an expulsion hearing. Written notice of the hearing will be sent by certified mail (return receipt requested) or hand delivered to the student and his/her parent or guardian at least five(5) days before the hearing date. The content of the written notice shall comply with federal requirements when a change of placement is under consideration. A representative or representatives from the Multidisciplinary Team will present the written

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report prepared by the Multidisciplinary Team to the Superintendent at the expulsion hearing. Oral testimony by Multidisciplinary Team members is also allowable at the expulsion hearing. The student and his or her parent or guardian will be entitled to call to testify at the hearing any witnesses relevant to the Multidisciplinary Team report.

Upon the Superintendent's decision to expel the student, a copy of the expulsion order will be mailed to the student and to his or her parent or guardian. The Superintendent's expulsion order must include a specific finding in regards to the recommendations of the Multidisciplinary Team and indicate that a change of placement will result. The expulsion order shall not be implemented for a period of ten (10) days from the date the order was issued, during which time the student or his/her parent or guardian may appeal the Superintendent's change in placement as provided by the relevant statute.

In the event the student or parent or guardian files a notice of appeal prior to the implementation of the order, the student shall remain in his or her current educational placement during the pendency of any placement appeal proceedings. By mutual agreement between the parties, modifications in the educational placement may be made in the interim. If the Superintendent determines that maintaining the student in the current placement is substantially likely to result in injury to the student or others, then the Superintendent may seek injunctive relief under 20 U.S.C. § 1415(e)(2) of the Individuals with Disabilities Education Act to implement the expulsion order or otherwise modify the student's educational placement pending the appeal.

A student with an identified disabling condition may be expelled according to the procedure set forth above for Category II, III or IV offenses. However, the expulsion may procedure for Category IV offenses include а appropriate interim determination of an alternative educational setting of up to 45 (forty-five) calendar days made by the student's Individualized Education Plan Committee. If the students' parents or guardians disagree with the interim alternative educational setting which is proposed by the school and they initiate a due process hearing, then the student shall remain in the interim alternative educational setting during the

proceedings unless the school and the parent agree otherwise. Nothing in this paragraph should be construed to deny the school to suspend the student up to 10 days while the determination of an interim alternative educational setting is made.

609.5 OFFENSE CATEGORIES

(1) Category I - Examples of offenses which may result in suspension:

- (a) Academic dishonesty (cheating on tests, copying term papers, forging signature of teacher or parent)
- (b) Disrespect to teacher/staff
- (c) Failure to report to office when directed to do so
- (d) Gambling
- (e) Harassment (nuisance phone calls to students or staff members; continued comments or passing unofficial notes to another individual the s(he) does not wish to hear or receive)
- (f) Igniting matches (when not part of the instructional program)
- (g) Lack of required immunization
- (h) Leaving school grounds without prior permission
- (i) Personal health (When one's state of health threatens the health of others as in the case of communicable disease)
- (j) Refusing to cooperate with school transportation regulations
- (k) Refusing to cooperate with school rules and regulations

- (1) Refusing to do assigned work
- (m) Refusing to serve detention
- (n) Tardiness (class/classes)
- (o) Tardiness (school day)
- (p) Truancy (class/classes)
- (q) Truancy (school day)
- (r) Unauthorized sale or distribution, not otherwise described (i.e. sale of football pools; sale of items in school not related to the school's operation)
- (s) Possession and/or use of tobacco or cigarette rolling papers
- (t) Possession and/or use of betel-nut (pugua) or betel-nut related paraphernalia
- (u) Using foul or abusive language
- (v) Verbal assault on student
- (2) Category II Examples of offenses for which the student will normally be suspended and which may result in expulsion and referral to Law Enforcement:
 - (a) Assault on student from another school
 - (b) Assault on a student from same school
 - (c) Chronic disruption of the school program and/or activities
 - (d) Deprivation through intimidation of another individual's right to attend school or classes

- (e) Destruction and vandalism of school property, personal property of students and/or faculty, receipt, sale, possession, or distribution of property stolen from C.N.M.I. Public School System valued less than \$300
- (f) Disruptive behavior which results in the interference with the normal school program
- (g) Distribution, attempt to distribute, or possession with intent to distribute a noncontrolled substance upon the representation that the substance is a controlled substance
- (h) Extortion less than \$300
- (i) Failure to assume responsibility for, or to control his/her behavior
- (j) False fire alarm/ false fire report
- (k) Harassment for any reason including, but not limited to sex, sexual orientation, racial, religious, national origin differences
- (1) Indecent exposure (frontal or buttocks)
- (m) Insubordination (constant or continuing intentional refusal to obey a direct or implied order, reasonable in nature, from a school administrator, teacher, or other school personnel)
- (n) Participating in, or inciting a school disruption
- (o) Possession and/or detonation of an incendiary or explosive material and/or device (firecracker or greater)
- (p) Possession and/or use of a portable pager (beeper) absent prior, written approval from school Principal

- (q) Possession and/or use of a portable telephone absent prior, written approval from school Principal
- (r) Possession of a pocket knife or possession of objects that may be considered weapons under Category III(j) but are in the student's possession for genuine instructional purposes, (i.e. kitchen knives and exacto knives) without prior approval and under conditions set by the School Principal
- (s) Possession of a look-alike weapon of any kind
- Possession, use or distribution of controlled substance related paraphernalia (other than betel-nut or cigarette rolling papers (see category I))
- (u) Purchase of a non-controlled substance that has been represented to be a controlled substance, excluding betel-nut
- (v) Theft and/or knowingly possessing stolen property
- (w) Trespassing on school property
- (x) Possession and/or use of tobacco or cigarette rolling paper, repeated offense
- (y) Possession and/or use of betel-nut (pugua) and or betel-nut paraphernalia, repeated offense
- (z) Fighting
- (aa) Conspiracy involving two (2) or more persons to commit a Category II offense
- (3) Category III Examples of offenses which shall result in expulsion and immediate referral to Law Enforcement:

- (a) Arson
- (b) Assault on a PSS staff member
- (c) Striking a staff member intervening in a fight or other disruptive activity (intentional or unintentional)
- (d) Bomb Threat
- (e) Conspiracy between two or more persons to commit a Category III offense
- (f) Destruction and/or vandalism of school property, personal property of students and/or faculty valued at more than \$300
- (g) Receiving, selling, possessing or distributing property stolen from the C.N.M.I. Public School System valued at \$300 or more
- (h) Distribution and/or sale of alcohol
- (i) Distribution and or sale of controlled substances (illegal drugs), excluding betel-nut
- Possession or use of a real weapon of any (j) kind (other than a firearm) which shall include, but not be limited to, a switchblade knife, hunting knife, throwing star, straight spiked glove, nunchaku, spiked razor. wristband, or any mace, tear gas, or pepper-spray derivative. Mace, tear gas, and pepper-spray derivatives may be carried prior. with written approval from the Commissioner of Education
- (k) Extortion \$300 or more
- (1) Possession of alcohol

- (m) Possession of controlled substance (illegal drugs), excluding betel-nut
- (n) Prescription violation (misuse of properly prescribed medicine including, but not limited to, such drugs as amphetamines and barbiturates)
- (o) Robbery
- (p) Use of a controlled substance (illegal drugs), excluding betel-nut. Being under the influence of a controlled substance, or showing evidence or having used a controlled substance, excluding betel-nut
- (q) Use of a look alike weapon of any kind
- (r) Use of alcohol, under the influence of alcohol, or showing evidence of having consumed alcohol
- (s) Use of intoxicants which cause a loss of selfcontrol or inebriation which include, but are not limited to, glue and solvents, excluding betel-nut
- (t) Violent behavior which creates a substantial danger to persons or property.
- (u) Fighting, repeated offense
- (4) Category IV Offenses which shall result in expulsion for at least one Calendar Year and referral to Law Enforcement
 - (a) Possession, use, purchase, or sale of a firearm.
 - (1) A firearm is defined as:
 - (A) any weapon which will, or is designed to or may readily be

converted to expel a projectile by the action of an explosive;

- (B) the frame or receiver of any weapon which will, or is designed to or may be readily converted to expel a projectile by the action of an explosive;
- (C) any firearm muffler or firearm silencer;
- (D) any explosive, incendiary, or poison gas
 - (i) bomb,
 - (ii) grenade,
 - (iii) rocket having a propellant charge of more than four ounces,
 - (iv) missile having an explosive having an explosive or incendiary charge of more than one quarter ounce,
 - (v) mine, or
 - (vi) similar device;
- (E) any weapon which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant, and which has any barrel with a bore of more than one-half inch in diameter;
- (F) any combination of parts either designed or untended for use in converting any destructive device described in the Sections 4 and 5

above, and from which a destructive device may be readily assembled.

- (2) A firearm is not:
 - (A) Class C common fireworks;
 - (B) any device which is neither designed nor redesigned for use as a weapon;
 - (C) any device, although originally designed for use as a weapon, which is redesigned for use as a signaling pyrotechnic, linethrowing, safety, or similar device; or

(b) Conspiracy between two or more persons to commit a Category IV offense.

Only the Superintendent of Education may modify the mandatory one calendar year expulsion requirement on a case-by case basis for compelling reasons. Before (s)he effectuates such an action (s)he must consult with PSS Legal Counsel and must immediately report to the Board of Education in its next official meeting (Executive Session is allowable) the reason(s) why such action was necessary.

Complete records must be preserved by the Superintendent regarding all Category IV offenses. Such records shall remain confidential and shall only be released for Federal compliance purposes.

If a particular offense does not appear under offense category I, II, II, or IV and the Commissioner of Education reasonably believes that such an offense is or should be prohibited by the PSS (s)he may make a determination of which offense category it should fall under by looking for similar banned activities amongst

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the offense categories and suspend/expel the student based upon that determination.

609.6 DRESS CODE

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It is the responsibility of the Board of Education of the Commonwealth of the Northern Mariana Islands to ensure that every student has a safe environment in which to learn. Clothing worn by students that, in the opinion of the school administration, causes distraction or inhibits learning is forbidden. Such clothing includes:

- (1) Clothing which promotes gang affiliations;
- (2) Clothing which promotes the use of drugs, alcohol, or weapons;
- (3) Clothing that presents a hazard to the student's safety or the safety of other students or staff;
- (4) Clothing which advocates prejudice;
- (5) Clothing that causes a material and substantial disruption of the learning process.

The definition of clothing should be construed liberally and shall include items such as bookbags, book-covers, sports-related articles, hats, lunch-boxes, and other similar items that students may bring to school.

Student Signature Forms

I acknowledge that I have read and understand the Board of Education's student disciplinary code. I also understand that these policies apply during field trips and other school-related activities and that they may apply in limited circumstances while I am not involved in school-related activities.

Student name(print)

Student signature

Date

At the beginning of each school year the Principals shall ensure that all students at their school, fifth grade and above, read this code and sign this form. After signing, a copy should be forwarded to the parent and one copy should remain in the school file.