CHAPTER 60-30
PUBLIC SCHOOL SYSTEM PERSONNEL RULES AND REGULATIONS

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30.1 Public School System Personnel Regulations
30.2 Employment of Certified Personnel Regulations
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SUBCHAPTER 60-30.1
PUBLIC SCHOOL SYSTEM PERSONNEL REGULATIONS

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Subchapter Authority: CNMI Const., art. XV; 1 CMC §§ 2251-2273; 3 CMC §§ 1101-1192.


*Notices of adoption for certain provisions of the October 1993 proposed amendments, certain provision of the March 1995 proposed amendments, certain provisions of the November 1995 proposed amendments, and the December 1995 proposed amendments were never published.

**The adoption notice appears in two places, separated by unrelated provisions of proposed regulations.

Commission Comment: Title 3, division 1 of the Commonwealth Code contains the education laws of the Commonwealth. PL 6-10, the “Education Act of 1988,” codified as amended at 1 CMC §§ 2251-2273 and 3 CMC §§ 1101-1192, took effect on October 25, 1988. PL 6-10 § 1 created the Public School System as a nonprofit corporation within the Commonwealth government, headed by the Board of Education. See 1 CMC §§ 2251 and 2261. The Board of Education is empowered to formulate policy and exercise control over the Public School System and to establish rules, regulations and policies for the operation of the Public School System. See 1 CMC § 2268(b).

PL 6-10 repealed and reenacted PL 3-43 (effective Jan. 19, 1983), a comprehensive revision of the Commonwealth’s education laws. See the commission comment to 3 CMC § 1101.

Prior to October 25, 1988, the Commonwealth government included a Department of Education and Board of Education, which are the predecessors of the current Public School System and Board of Education. See PL 1-8 (effective August 10, 1978) and PL 3-43. Throughout the development of education law in the Commonwealth, the Board of Education has been the entity with the authority to promulgate rules and regulations.
In 1997, the Board of Education rescinded and replaced many provisions of the Public School System Personnel Regulations with the 1997 Regulations for the Employment of Certified and Non-certified Personnel. See 19 Com. Reg. at 14943 (Jan 15, 1997); see also NMIAC, title 60, subchapters 30.2 and 30.3. The rescinded provisions are noted in this subchapter where appropriate.

Part 001 - General Provisions

[Reserved.]

Part 100 - Purpose and Scope

[Rescinded by subsequent regulation.]


Commission Comment: Former regulation 1000, including sections 1001-1005, was rescinded and replaced by the 1997 Regulations for the Employment of Certified and Non-certified Personnel. See 19 Com. Reg. at 14943 (Jan 15, 1997); see also NMIAC, title 60, subchapters 30.2 and 30.3.

Part 200 - Organization for Personnel Management

[Rescinded by subsequent regulation.]


Commission Comment: Former regulation 2000, including sections 2001-2003, was rescinded and replaced by the 1997 Regulations for the Employment of Certified and Non-certified Personnel. See 19 Com. Reg. at 14943 (Jan 15, 1997); see also NMIAC, title 60, subchapters 30.2 and 30.3.

Part 300 - Staffing

Subpart A - Examinations

[Rescinded by subsequent regulation.]


Commission Comment: Parts of former regulation 3000, including subpart 3100, sections 3101-3123, were rescinded and replaced by the 1997 Regulations for the Employment of Certified and Non-certified Personnel. See 19 Com. Reg. at 14943 (Jan 15, 1997); see also NMIAC, title 60, subchapters 30.2 and 30.3.

Subpart B - Positions and Appointments
[Rescinded by subsequent regulation.]


Commission Comment: Parts of former regulation 3000, including subpart 3200, codified at subpart B of part 300, former sections 3201-3206, were rescinded and replaced by the 1997 Regulations for the Employment of Certified and Non-certified Personnel. See 19 Com. Reg. at 14943 (Jan 15, 1997); see also NMIAC, title 60, subchapters 30.2 and 30.3.

In 1996, the Board of Education added section 3207, entitled “School Bus Driver Drug & Alcohol Testing.” In October 2004, the Board of Education repealed this section and replaced it with the Alcohol and Drug Free Workplace Policy, codified in the Regulations for the Employment of Certified and Non-certified Personnel. See NMIAC, title 60, subchapter 30.2, part 800 and NMIAC, title 60, subchapter 30.3, part 800.

Subpart C - Merit Promotion Program

§ 60-30.1-304 Policy

(a) To the maximum extent possible, the Commonwealth Public School System merit promotion program, provides for filling vacancies above the entry level by promotion of highly qualified employees. This policy does not restrict the right of selecting officials to fill vacancies by transfer or other means when to do so is in the best interest of the Public School System.

(b) The merit promotion program (MPP) is an integral part of the Commonwealth Public School System employees development plan and other programs in the area of staffing, training, and manpower utilization.

Modified, 1 CMC § 3806(f).


Commission Comment: The original paragraphs were not designated. The Commission designated subsections (a) and (b).

§ 60-30.1-306 Definitions

(a) Position Change: A promotion, transfer or demotion during an employee’s continuous service.
(b) Promotion: The change of an employee to a higher position class and pay level.

(c) Career-ladder Position: One of a group of positions in which an employee may be given successive promotions until s/he reaches the full performance level. All employees in career ladder positions must be given grade-building experience and training and are promoted to the next higher level as they demonstrate ability to perform in a wholly adequate manner at the next higher level. Minimum time-in-grade requirements, where established, must be observed in making career ladder promotions.

(d) Current Competition: The selection process in which candidates compete with each other for a specific promotional vacancy.

(e) Highly Qualified Candidates: Those eligible candidates whose experience, training, and potential substantially exceed the qualification standard for the position to a degree that they are likely to perform in a superior manner.

(f) Best Qualified Candidates: Those eligible candidates who rank at the top when compared with the other eligible candidates for a promotion within a general group, i.e., qualified or highly qualified.

(g) Position with Known Promotion Potential: A position which is to be filled below the specified performance level for the position. These may be trainee and understudy positions, career ladder positions, and positions filled one or more levels below the established level.

Modified, 1 CMC § 3806(f), (g).


Commission Comment: In subsection (a), the Commission corrected the spelling of “employee’s.”

§ 60-30.1-308 Scope and Coverage

Competitive promotion procedures apply to:

(a) All competitive positions in the Commonwealth Public School System when filled by promotion.

(b) Any position which is filled by a candidate at a basic pay level higher than his last position and

(1) The position is filled by transfer;
(2) The position is filled by selection of a non-temporary Commonwealth Public School System employee from an eligible list following an open competitive examination; or
(3) The position is filled by detail for more than ninety days duration. (NOTE: All periods of
detail of an employee to the position during the preceding twelve months, including promotion,
are counted against the 90-day limitation.)

(c) Any position with known promotion potential which is filled by transfer, or selection
from the re-employment priority list.

Modified, 1 CMC § 3806(e), (f).


§ 60-30.1-310 Area of Consideration

As a minimum, areas of consideration should be broad enough to provide a reasonable number of
highly qualified candidates, and to give employees adequate opportunity for consideration for
promotion.

(a) Normal Area of Consideration. There are two different normal areas of consideration:
(1) Commonwealth of the Northern Mariana Islands wide for positions at pay level 23 and
above; and
(2) Pay level 22 and below compete within their islands.

(b) Broadened Area of Consideration. At the discretion of the Commissioner of Education,
the areas of consideration may be broadened to the extent necessary to provide a reasonable
number of “highly qualified” candidates.

(c) Restricted Area of Consideration. In exceptional circumstances, the area of consideration
may be restricted upon prior approval by the Commissioner of Education. For example, during a
formal reorganization of one entity, the area of consideration may be restricted to the affected
organization, provided no vacancies result from the reorganization.

Modified, 1 CMC § 3806(g).


Commission Comment: In subsection (b), the Commission changed “extend” to “extent” to correct a manifest error.

§ 60-30.1-312 Methods of Locating Candidates

When the Office of the Commissioner of Education initiates a promotion process, it selects the
appropriate method or combination of methods for locating candidates which is/are entered in
the promotion processes record. The following methods are generally used, singly or in
combination, depending upon the nature of the position and availability of candidates.
(a) Promotional Opportunity Announcement. A published announcement for posting and
distribution and otherwise given maximum publicity within the area of consideration. The
promotional opportunity announcement specifies:

1) Title, pay level and location of position(s);
2) Opening and closing dates (not less than fifteen calendar days);
3) Area of consideration;
4) Duties of the position, briefed;
5) Conditions of employment, e.g., night work, hazards, standby, etc.;
6) Qualification requirements, including selective placement factors, if any;
7) How and where to apply;
8) Non-discrimination statement; and
9) Known promotional potential, if any.

(b) Restricted Area of Consideration. When position are being filled from within a “restricted
area of consideration,” all eligible persons within that area must be considered.

Modified, 1 CMC § 3806(e), (f).


§ 60-30.1-314 Transfer

An employee may be transferred, without change in pay level, either voluntarily or involuntarily,
in order to meet changing program needs, to promote career development, to provide diversity of
experience, or for other reasons. Transfers, under this regulation, are not subject to the promotion
program unless the position to which transferred has known promotion potential. Transfers are
made, wherever possible, from among employees who have requested such transfers. However,
management may direct lateral transfers from among all qualified Commonwealth Public School
System employees, when required by the needs of the service and in accordance with applicable
personnel regulations.


§ 60-30.1-316 Qualification Standards

(a) The minimum qualification standards prescribed by the Commissioner of Education are
used for promotion purposes. Selective placement factors also may be used, but only when they
are essential to successful performance in the position to be filled. When selective placement
factors are used, they become part of the minimum qualifications for the position.
(b) Qualification standards (including any selective placement factors used) must be established and made a matter of record prior to the start of the promotion process for any specific position. All employees who meet the minimum qualification standards (including selective placement factors) have basic eligibility for promotion. The standards must be applied fairly and consistently to all employees being considered.

(c) Written performance or competency tests shall be used if they are prescribed by the Commissioner of Education.

(d) For supervisory positions, supervisory qualifications are prescribed by the Commissioner of Education. They may be supplemented by specific subject matter (non-supervisory) qualification standards for the classification series of the position.


Commission Comment: The original paragraphs were not designated. The Commission designated subsections (a) through (d).

§ 60-30.1-318 Conditions of Employment

There are conditions of employment which are considered implicit to successful performance in certain positions. These conditions may relate to hours of work, physical or medical standards, maintenance of a license, maintenance of a health standard, availability during off hours, frequent need to travel, police clearance and so on. Such conditions should be made part of the promotion record, the promotion opportunity announcement, and the classification standard or, at a minimum, the position description. Candidates selected for the position must be advised of the conditions and agree, in writing, to those conditions.


§ 60-30.1-320 Evaluation Methods

(a) Since the merit promotion policy requires that the selection be made from among the best qualified candidates, the evaluation process must go beyond basic eligibility to rank the candidates in meaningful array. When properly used, the evaluation process should

(1) Provide a sound basis for comparing and judging candidates in relation to the knowledge, skills, abilities, and personal characteristics that contribute to successful performance of the position.

(2) Identify those qualities which demonstrate a candidate’s potential for future promotion, when the job being filled leads to further advancement.

(3) Distinguish between the knowledge and skills that an employee must have at the time of promotion, and those he can acquire quickly after promotion, through experience and training.
(b) In selecting the proper method for evaluation candidates, recognition should be given to the future needs of the organization as well as the requirements of the position to be filled. The Commissioner of Education shall issue, as part of the procedures manual to this part, guidance in evaluation methods used in this program.

Modified, 1 CMC § 3806(f).


Commission Comment: The original paragraphs were not designated. The Commission designated subsections (a) and (b).

§ 60-30.1-322 Certification

In selecting the proper method for evaluating candidates, recognition should be given to the future needs of the organization as well as the requirements of the position to be filled. The various measures for evaluating candidates are:

(a) Written Tests. Written tests may be used in the evaluation process, but may not be used as the sole means of evaluation. Written tests must be approved by the Commissioner of Education or meet such standards as he establishes.

(b) Appraisal of Performance. A supervisory appraisal must be obtained for every employee who is qualified. Appraisals may be obtained from supervisors other than the employee’s immediate supervisor.

(c) Experience. In evaluating experience the objective is to determine how well the experience relates to the new position or level or work. Length of service is a factor only when there is a clear and positive relationship with quality of performance.

(d) Awards. In considering awards received by those candidates, the weight assigned must be based on the position to be filled.

(e) Training. An appropriate weight is given for pertinent training, self-development, and outside activities which would increase the employee’s potential or effective performance in the position to be filled.

(f) Education. Education shall be considered only if it is clearly job-related or if it provides a measure of the learning ability essential for genuine trainee positions.

(g) Qualifications Investigation. A qualification investigation may be used to assist in determining experience, training, degree of responsibility exercised, and effectiveness. Inquiries
may be made to assist in judging how well a candidate is likely to perform at a higher level or in a different kind of work.

(h) Oral Interview. Individual or group interviews may be held. Oral questions may relate either to subject matter knowledge or to other questions pertinent to the position or the candidate. If oral questions are in the nature of a test, the same questions must be asked of each candidate and a record of their answers made part of the promotion record.


§ 60-30.1-324 Selection Procedures

(a) For the schools, the principals are the selecting office and in the central office, the immediate supervisor.

(b) Selection is based on the selecting individual’s judgement of how well the candidate will perform in the position to be filled and his potential for advancement. When there are less than five names available, the selecting individual is not required to select someone from the merit promotion certificate. However, if he returns the certificate, he must state how he plans to fill the position.

(c) If the selecting official disagrees with merit promotion certificate, he states his objections in writing and requests the Commissioner of Education to review the rankings.

(d) The selecting official notes the name of the person selected on the merit promotion certificate. He does not need to cite reasons for his selection. The Commissioner of Education notifies all eligible candidates of the selection, including the person selected.

(e) When a first-line supervisory position is filled, a determination is made as the amount of supervisory training needed to meet the standard. The Staff Development Coordinator and the Commissioner of Education determine and schedule the training needed to meet the standard.

Modified, 1 CMC § 3806(e), (f).


§ 60-30.1-326 Information to Employees

(a) Employees’ acceptance and support of the Commonwealth Public School System promotion program depends to a large extend on how well they understand its purpose and operation and are aware of its effect on them individually. The program does not guarantee a
promotion to every employee but it does give every employee an opportunity for fair consideration.

(b) New employees will receive promotion program information as part of their orientation. All employees will receive this information from time to time.


§ 60-30.1-328 Employee Questions and Complaints

(a) Employee Questions. Any employee who has filed in response to a promotional opportunity announcement or who has been considered for promotion may present questions to the Personnel Office which handled the vacancy, within seven calendar days after receipt of notification of selection. Questions may be submitted in person, in writing, or through a representative. An employee is entitled to know:

(1) If he was considered for specific promotion and, if so, whether he was found eligible;
(2) If he was in the group from which final selection was made; and
(3) Who was selected for the promotion.

(b) Employee Complaints. If the employee is still dissatisfied and the matter cannot be resolved on an informal basis, the employee may have recourse to see subpart G, Grievance Procedure.* Mere failure to be selected for promotion when proper promotion and selection procedures were used is not a basis for a formal complaint.

* So in original: see Commission Comment.

Modified, 1 CMC § 3806(c), (e), (f).


§ 60-30.1-330 Review of Promotion Program

The Commissioner of Education appraises the operation of the merit promotion program periodically as part of the personnel management evaluation process to assure:

(a) Promotion guidelines and plans are as effective as possible;

(b) The promotion program is useful to management;

(c) Promotion actions are taken promptly and in conformance with the plan;
(d) Employee complaints are handled promptly and properly;

(e) Promotion actions are used effectively to encourage competent employees, to open careers to them, and to make the best use of their skills; and

(f) Employees, supervisors, and managers have a full understanding of the promotion program.

Modified, 1 CMC § 3806(f), (g).


Commission Comment: In the opening paragraph, the Commission deleted the word “at” before “periodically” to correct a manifest error.

**Subpart D - Suspensions, Separations and Demotions**

[Rescinded by subsequent regulation.]


Commission Comment: Parts of former regulation 3000, including subpart 3400, sections 3401-3403, codified at subpart D, were rescinded and replaced by the 1997 Regulations for the Employment of Certified and Non-certified Personnel. See 19 Com. Reg. at 14943 (Jan 15, 1997); see also NMIAC, title 60, subchapters 30.2 and 30.3.

**Subpart E - Reduction-in-force (RIF)**

§ 60-30.1-350 General

This subpart establishes the general regulations under which reduction-in-force shall be accomplished. These regulations concern the removal or reduction in class or pay level of employees because of lack of work or funds, or other management requirements, but not for disciplinary reasons. Management officials should exhaust all administration alternatives to place the employee in another equivalent position before reduction-in-force procedures are initiated. It is the policy of the Public School System to provide every employee within its available resources, when it becomes necessary to reduce the force. Every effort will be made to insure that the reduction is accomplished with a minimum disruption in operations and a minimum impact on each employee affected.

Modified, 1 CMC § 3806(g).
§ 60-30.1-352 Coverage

This part applies to all certified and non-certified Public School System, Commonwealth of the Northern Mariana Islands, as provided under article 15 of the Constitution, except:

(a) The Commissioner of Education, and the associates;

(b) Employees, temporarily promoted, to be returned to their former positions from which temporarily promoted;

(c) Employees hired under special contracts for a specified term not to exceed one year; and

(d) Temporary or employees under probationary status.

Modified, 1 CMC § 3806(e), (f).


When it becomes evident that reduction-in-force must be made, the Commissioner of Education or his designee shall provide the Board of Education notice of intention to initiate RIF action at least sixty days in advance. He shall then institute administrative procedures to assure that all legitimate possibilities for reassignment have been explored.

Modified, 1 CMC § 3806(e).


§ 60-30.1-356 Competitive Processes

Detailed competitive processes shall be established by the Commissioner of Education to assure equitable competition, recognition of seniority and tenure, and the public interest. For administrative purposes, competition shall be limited by the establishment of competitive areas recognition of competitive levels.*

*So in original.
(a) Competitive Areas. For all positions:
(1) Area 1. Saipan
(2) Area 2. Rota
(3) Area 3. Tinian
(4) Area 4. Northern Islands

(b) Competitive Levels. Competitive levels are comprised of all positions within a competitive area which consist of the same or closely related duties, have essentially the same qualifications and are in the same class and pay level.

(c) Competition Within a Competitive Level.
(1) When a position is abolished within a competitive level, the incumbent shall displace the employee with the lowest retention standing in that competitive level. Persons occupying positions under limited term appointments in the competitive level shall be terminated before RIF competition is instituted.
(2) If an employee whose position is abolished does not have sufficient retention standing to displace another employee, he shall be released from the competitive level to exercise his retreat right or assignment rights or be separated from the service.

(d) Retreat Rights. When an employee has insufficient retention standing to compete within his competitive level, he shall compete down the line of his promotion. This is known as the exercise of retreat rights. An employee released from his competitive level may displace the employee with the lowest retention standing below that of the released employee in the highest competitive level from which he was promoted. The employee shall continue to compete at successively lower levels along the line of promotion until he is placed or, if placement cannot be made, separated by reduction-in-force.

(e) Creditable Service for Reduction-in-force.
(1) Trust Territory public service experience since United States administration took over (including WAE until June 30, 1972).
(i) Includes trainees. Includes employment under 61 TTC, paragraphs 9(d), (f), (h), (1), (m), (n) and (o).
(ii)(A) By Director of Personnel memorandum dated January 26, 1972, to all Trust Territory of the Pacific Islands departments and districts, WAE appointments were to be terminated or converted to appointments per Administrative Directive 72-1 dated January 26, 1972.
(B) WAE appointments until June 30, 1972 are to be considered as full-time employment and service credited accordingly. After June 30, 1972, for WAE or intermittent employment, time actually worked will be used to compute creditable service.
(2) Marianas administration under U.S. Navy and NTTU. Until 1962, TTPI headquarters moved to Saipan, the Marianas (Saipan and Tinian) were under the Naval Administration. Rota was already included in TTPI administration prior to 1962.
(3) Personnel under municipal governments;
(4) All employment within TTPI including: Peace Corps, Micronesian Claims Commission, National Weather Service, and U.S. Coast Guard;
(5) U.S. military and civilian service in the Trust Territory. Active military service in the United States Armed Forces;
(6) Employees of judiciary and legislative branches (Congress of Micronesia, municipal councils, and district legislatures). Judiciary, including district court judges who may have been or are presently on WAE appointments;
(7) Service in the Commonwealth of the Northern Mariana Islands government since April 1, 1976;
(8) Trust Territory government employment under the Seaman’s Act; and
(9) Employees of government agencies and instrumentalities within the government of the Commonwealth of the Northern Mariana Islands.

(f) Retention Standing. Retention standing is derived by allotting one point for each year of creditable service. In competing with other employees for retention in a competitive level, the individual with lowest retention standing shall be released first.

(g) Re-employment Priority Lists. Employees under permanent appointments who are separated by reduction-in-force shall be placed on an appropriate re-employment priority list for a period of three years or until returned to duty in a permanent position in the personnel service system. An appropriate re-employment priority list is the one established for the class and pay level form which the employee was finally separated.

Modified, 1 CMC § 3806(e), (f), (g).


Commission Comment: The original paragraphs of subsection (c) were not designated. The Commission designated subsections (c)(1) and (c)(2).

In subsection (f), the Commission corrected the spelling of “allotting.”

§ 60-30.1-358 Limitations on Competition

(a) An obligated position is a position from which the incumbent is temporarily absent because of:
   (1) Approved educational leave;
   (2) Temporary promotion; or
   (3) Detail to another activity.

(b) Employees who are incumbents of obligated positions shall not be placed in RIF competition until they have been returned to duty in the obligated position. Similarly, obligated
positions shall not be abolished until the employee returns to duty in that position. The Commissioner of Education or his designee, having jurisdiction over an obligated position, assure recognition and protection of the obligated position and its incumbent.

Modified, 1 CMC § 3806(f).


§ 60-30.1-360 Tenure Groups

For the purposes of reduction-in-force, Public School System employees shall be classed in tenure groups as follow:

(a) Tenure Groups I

(b) Tenure Groups II
Employees serving in probationary appointments.

(c) Tenure Group III
Employees serving in limited term or provisional appointments.

Modified, 1 CMC § 3806(f), (g).


Commission Comment: The original paragraphs were not designated. The Commission designated subsections (a) through (c).

The Commission inserted the final periods in subsections (b) and (c).

§ 60-30.1-362 Furlough and Separation

(a) The Commissioner of Education may use furloughs for more than thirty days if there is reasonable assurance that the employees furlough will be returned to duty within the next twelve months. If there is reasonable doubt regarding the return to duty of furlough employees, then the management officials concerned must separate the employees found to be in excess of management’s needs and proceed according to reduction-in-force procedures.

(b) A combination of furlough and separation may be used to clear the rolls of excess employees, provided no employee is separated while furlough employees with lower retention standing are kept in furlough status.

(c) Furlough for thirty days or less may be used for clearing the rolls temporarily, not to exceed thirty days when there is positive assurance that employees so furloughed can return to
duty within the 30-day period. Adverse action procedures must be used to place an employee in furlough status for thirty days or less.

Modified, 1 CMC § 3806(e), (g).


Commission Comment: In subsection (c), the Commission changed “furlough” to “furloughed” to correct a manifest error.

§ 60-30.1-364 Vacant Positions

During reduction-in-force situations, management has no obligation to fill vacant positions by placement of employees whose positions have been abolished or who have been released from their competitive level.


§ 60-30.1-366 Assignment Rights; (Bumping)

(a) An employee released from his competitive level who has exhausted his retreat rights without success may exercise assignment rights provided the employee:

(1) Meets the qualification requirements and other standards for the position established by the Public School personnel system;
(2) Meets any special qualifying condition which has previously been approved by the Personnel Management Officer; and
(3) Has the capacity, adaptability, and special skills necessary to prepare for the position without undue disruption of the activity. For the purposes, of this sub-part, an undue interruption occurs only if the employee placed in a position through assignment requires more than ninety calendar days training to reach the full performance level for the position.

(b) An employee in tenure group I exercising assignment rights may displace another permanent employee with lower retention standing in another, competitive level that requires no reduction or the least possible reduction, in representative rate (step 5 in any pay level).

Modified, 1 CMC § 3806(e), (f).


§ 60-30.1-368 Transfer of Function

(a) Function Defined. For the purpose of these regulations, “function” means all or a clearly identifiable segment of an entity’s mission (including all integral parts of that mission) regardless of how it is performed.
(b) Transfer of Employees. Before a reduction-in-force is made in connection with the transfer of any or all of the functions of an entity to another continuing entity, each competing employee in a position identified with the function or functions shall be transferred to the continuing entity without change in the tenure of his employment. An employee whose position is transferred solely for liquidation, and who is not identified with an operating function specifically authorized at the time of transfer to continue in operation more than sixty days, is not a competing employee for other positions in the receiving entity.

(c) Change of Location.
(1) A change of location of a function does not automatically qualify as a transfer of function. The function must move from its commuting area at the time of the transfer to a new commuting area.
(2) Consolidation of activities, reorganizations or other changes not involving a move to another commuting area do not qualify as a transfer of function for the purpose of these regulations. A function transferred for the purpose of liquidation is not a function (for the purpose of this regulation) and therefore should not be treated as a transfer of function.

(d) Failure to Accompany a Function. An employee in a position in a function which is to be transferred, who does not intend to accompany the function to the new location and so indicates in writing to management, shall be separated from the Public School personnel system using the adverse action procedures.

Modified, 1 CMC § 3806(e), (f).


Commission Comment: The original paragraphs of subsection (c) were not designated. The Commission designated subsections (c)(1) and (c)(2).

§ 60-30.1-370 Reduction-in-force Procedures

Procedures which must be used in implementing these RIF regulations are published in the procedures manual hereto.


Subpart F - Employee Appeals

[Rescinded by subsequent regulation.]
Commission Comment: Parts of former regulation 3000, including subpart 3600, sections 3601-3608, codified at subpart F, were rescinded and replaced by the 1997 Regulations for the Employment of Certified and Non-certified Personnel. See 19 Com. Reg. at 14943 (Jan 15, 1997); see also NMIAC, title 60, subchapters 30.2 and 30.3.

**Subpart G - Grievance Procedure**

[Rescinded by subsequent regulation.]


Commission Comment: Parts of former regulation 3000, including subpart 3700, sections 3701-3710, codified at subpart G, were rescinded and replaced by the 1997 Regulations for the Employment of Certified and Non-certified Personnel. See 19 Com. Reg. at 14943 (Jan 15, 1997); see also NMIAC, title 60, subchapters 30.2 and 30.3.

**Subpart H - Sexual Harassment**

§ 60-30.1-380 Sexual Harassment Prohibited

Sexual harassment of students or staff will not be tolerated within the Public School System. All persons associated with the Public School System are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment. Violations of this policy will result in disciplinary action, including possible termination of employment.

Modified, 1 CMC § 3806(g).


Commission Comment: The adoption notice for the October 1993 amendments appears in two places, separated by unrelated provisions of proposed regulations. A notice of adoption for the November 1995 proposed amendments was never published and, therefore, the Commission has not incorporated the proposed changes.

The Commission corrected the spelling of “harassment.”

§ 60-30.1-382 Definition of Sexual Harassment

(a) Sexual harassment of* defined as unwelcome sexual advances, requests of sexual favors, or other verbal or physical conduct of a sexual nature when:
(1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, promotion, demotion, or academic standing;
(2) Submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting the individual; or
(3) Such conduct has the purpose or effect of unreasonably interfering with an individual’s work or academic performance or creating an intimidating hostile, or offensive working or academic environment.

*So in original; probably should be “is.”

(b) Examples of acts that can be considered to be sexual harassment include sexual teasing, jokes, remarks or questions; letters, telephone calls or materials of a sexual nature; deliberate touching, leaning over, cornering or pinching; pressure for sexual favors; pressure for dates; and attempted or actual rape or sexual assault.

Modified, 1 CMC § 3806(g).


Commission Comment: The original paragraphs were not designated. The Commission designated subsections (a) and (b).

The adoption notice for the October 1993 amendments appears in two places, separated by unrelated provisions of proposed regulations. A notice of adoption for the November 1995 proposed amendments was never published and, therefore, the Commission has not incorporated the proposed changes.

In subsection (b), the Commission changed “act” to “acts” to correct a manifest error.

§ 60-30.1-384 Sexual Harassment Complaints

(a) Complaints by employees alleging sexual harassment may be submitted under the PSS grievance procedure (subpart G) or may be submitted in writing to the Commissioner of Education under § 60-30.1-386.

(b) Student allegations of sexual harassment should be reported to the principal of the student’s school. The Commissioner of Education and the legal counsel must be notified by the principal within twenty-four hours of receipt of either a verbal or written complaint.

(c) Retaliation against a person making a complaint of sexual harassment or participating in an investigation of alleged harassment is prohibited.

Modified, 1 CMC § 3806(c), (f), (g).


§ 60-30.1-386 Procedure of Filing Sexual Harassment Complaints with the Commissioner

(a) Employee complaints alleging sexual harassment filed with the Commissioner of Education must be in writing and signed by the person making the complaint. The complaint must include the nature of the charge and the name of the alleged offender and must be filed within ten days of the act of alleged harassment.

(b) A copy of the complaint shall be provided to the alleged offender within fifteen days. Within fifteen days of receipt of the complaint, the Commissioner of Education or his or her designee shall interview the alleged offender and any witnesses.

(c) Within thirty days of receipt of the complaint, the Commissioner of Education shall notify the person making the complaint and the alleged offender of the results of the investigation and any disciplinary actions that will be taken.


Commission Comment: The adoption notice for the October 1993 amendments appears in two places, separated by unrelated provisions of proposed regulations. A notice of adoption for the November 1995 proposed amendments was never published and, therefore, the Commission has not incorporated the proposed changes.

§ 60-30.1-388 Right to Appeal

Disciplinary actions or decisions by the Commissioner of Education under this subpart may be appealed under subpart F by either party to the Board of Education within fifteen days after receipt of the Commissioner’s decision.

Modified, 1 CMC § 3806(c), (d), (f).


Commission Comment: The adoption notice for the October 1993 amendments appears in two places, separated by unrelated provisions of proposed regulations. A notice of adoption for the November 1995 proposed amendments was never published and, therefore, the Commission has not incorporated the proposed changes.

In November 1995, the Board of Education proposed to add regulation 3900, to be codified at subpart I, entitled “Equal Employment/ Educational Opportunity Policy.” See 17 Com. Reg. at 13795-96 (November 15, 1995). A notice of adoption for the proposed regulation 3900 was never published and, therefore, the Commission has not incorporated the proposed provisions.

**Part 400 - Classification and Compensation**

**Subpart A - Position Classification**

§ 60-30.1-401 General

All positions subject to the provision of the Commonwealth of the Northern Mariana Islands public school personnel system shall be classified in accordance with the approved position classification plan.

Modified, 1 CMC § 3806(f).


§ 60-30.1-402 Definitions

(a) Position Classification. Position classification means the process by which positions are identified according to their duties and responsibilities, like positions segregated into groups called classes, and a systematic record made of the classes found and of the particular positions found to be of each class.

(b) Class.

(1) Class means one position or a group of positions sufficiently similar in respect to their duties, responsibilities, and authority that the same title may be used with clarity to designate each position allocated to the class, the same standard qualifications may be required of all incumbents, the same test of fitness may be used to choose qualified employees, and the same schedule of compensation may be applied with equity under the same or substantially the same employment conditions; and sufficiently dissimilar from any position or any other group of positions to warrant exclusion from those groups of positions.

(2) The class title assigned to a position in accordance with the position classification plan shall be the official title and will be used for all personnel, budgetary and financial purposes. In addition, the official title should be used for all position organization charts.

(c) Position. The work, consisting of duties and responsibilities assigned by competent authority for performance by an employee.
(d) Position Classification Plan. Position classification plan means classes of positions arranged in a logical and systematic order to reflect all of the kinds and levels of work utilized in the personnel service.

(e) Management Official. Management official means a person having power to make appointments or changes in status of an employee in the personnel service, or a delegate of such a person.

(f) Allocation. Allocation means the assignment of a position to its appropriate class on the basis of analysis of the duties and responsibilities of the position.

(g) Reallocation. Reallocation of a position is a position change resulting from a gradual change of duties and responsibilities over an extended period of time, not a result of planned management action.

(h) Reclassification. Reclassification means change of a position or group of positions to a different class as a result of a change in duties and responsibilities, classification standards, or as a result of correcting a classification error.

(i) Class Specification. Class specification means an official position classification plan document describing the general characteristics of the class, including the official class title, a description of the scope of duties and responsibilities of the class, examples of work or typical duties performed, and a statement of the qualifications required to perform the work of the class.

(j) Series of Classes. Series of classes means classes closely related as to occupational specialty but differing in level of difficulty, responsibilities, and qualifications required. (For example the five classes of teachers I, II, III, IV and V make up the series.)

(k) Position Description. Position description means a formal, official written statement by management documenting the assignment or arrangement of the duties and responsibilities of a position.

(l) Non-certified. Positions services with a two years contract subject to renewal based on satisfactory job performance in the case of support staff, or need in the case of consultant services.

(1) Bus drivers
(2) Custodians/building maintenance
(3) Clerk typists/administrative assistant/administrative Specialists/administrative officer
(4) Tradesman/clerks
(5) Accounting clerks, accounting technician, accountants
(6) All others.
§ 60-30.1-404 Principles and Policies

(a) The basic principles underlying the position classification system are:
   (1) Equal pay for equal work; and
   (2) Variations in pay in proportion to substantial differences in difficulty, responsibility, and qualification requirements of the work.

(b) The personnel service system’s position classification program applies these principles in response to management’s expressed needs and in support of mission accomplishments. Changes in classification shall not be made for the purpose of raising or reducing pay, but only to reflect clear and significant changes in duties and responsibilities. Supervisors and managers are expected to organize the work of their organizations and structure the positions so that vacancies can be filled at the lowest level at which qualified applicants can be obtained.

Modified, 1 CMC § 3806(f).


Commission Comment: The original paragraphs were not designated. The Commission designated subsections (a) and (b).

§ 60-30.1-406 Responsibilities

(a) Commissioner of Education.
   (1) Administers a classification program which supports management’s objectives, meets legal and regulatory requirements, and promotes participation by operating officials in the classification process.
   (2) Provides advice and assistance to management on the classification aspects of position structure needed to carry out the government’s mission.
   (3) Conducts periodic reviews to evaluate the effectiveness of the classification program and directs corrective action where appropriate.
   (4) Develops new classification standards, revises existing standards as needed; seeks advice and counsel of operating officials with the approval of the Board of Education.
(5) Groups positions into classes on the basis of their similarities in duties, responsibilities, and other significant factors.
(6) Assigns a title to each class which shall apply to all positions in the class; prescribes the characteristics of each class, and the standards for employment of any position in the class subsequent to consultation with the Board of Education and the appropriate management officials.
(7) Changes a position from one class to another where substantial changes have occurred in the duties and responsibilities.
(8) Determines the status of occupants of positions which have been changed from one class to another class.
(9) The Commissioner of Education is authorized to delegate authority to the degree which he deems appropriate, to other qualified personnel in the Public School System to identify positions at certain levels with established classes of positions which have been approved and allocated within the classification plan.

(b) Management Personnel Officials and Supervisors.
(1) The planning, organizing, developing and assigning of duties and responsibilities to positions, whether occupied or vacant.
(2) When making assignments, giving consideration to the mission of the organization and structuring positions for accomplishment of requirements in the most effective and economical manner possible.
(3) Assuring that assigned duties and responsibilities do not duplicate or overlap those of other positions.
(4) Assuring that current duties and responsibilities assigned to position are completely and accurately described in position descriptions in full and sufficient detail for position classification and all related purposes.
(5) Assuring the development, preparation, maintenance, and submission of factual and up-to-date functional statements and organizational position charts which clearly depict such information as assigned organizational and/or supervisory responsibility, organizational segment identification, employee names with official class titles and pay levels for the positions to which assigned, the title and pay levels of vacant positions which are funded and approved, and other similar essential details.
(6) Assisting their employees to whatever extent necessary to accomplish the foregoing and to obtain information from authoritative sources, as necessary, to answer specific questions as may be raised by their employees.

Modified, 1 CMC § 3806(f), (g).


Commission Comment: The final paragraph of subsection (a) was not designated. The Commission designated subsection (a)(9).
In subsection (a)(6), the Commission deleted the repeated phrase “and the standards for employment of any position in the class.”

§ 60-30.1-408 Position Planning

The supervisor is responsible for position planning. He analyzes the work to be accomplished, decides on work or production methods, and determines the requirements for supervision, special technical support, qualitative and quantitative and controls, and review and evaluation. A well defined position has clearly defined operation, task, duties, authorities, responsibilities, and supervisory relationships and is communicated to the employee.


Subpart B - Compensation

§ 60-30.1-410 General

All persons employed by the Public School System shall be compensated in accordance with applicable law and provisions of this subpart. No person shall report to work nor receive a salary unless an appropriate personnel action has been approved by the Commissioner of Education or his authorized representative.

Modified, 1 CMC § 3806(d).


§ 60-30.1-412 Compensation Plan

(a) The classes, in the position classification plan, when assigned to appropriate pay levels of the base salary schedule as established, shall constitute the basic compensation plan.

(b) The Commissioner of Education shall assign all classes in the position classification plan to appropriate pay levels in the base salary schedule in accordance with following:

1. Kind and level of work;
2. Degree of difficulty and responsibility;
3. Kind, quality and level of qualification requirements;
4. Relationship to other classes in its occupational groups and of its occupational group to other occupational groups.

Modified, 1 CMC § 3806(f).

Commission Comment: The original paragraphs were not designated. The Commission designated subsections (a) and (b).

In codifying 39 Com. Reg. 39765, the Commission included Schedule 1, Non-Certified Salary Schedule; Schedule 2, Classroom Instructor Salary Schedule; and Schedule 3, Teacher Aide, Library Aide Salary Schedules, below. Note: The table titled “Teacher Aide, Library Aide Salary Schedule” in Schedule 3 is to include “based on a 260-Day Contract” in the heading pursuant to adoption modifications at 39 Com. Reg. 39765.

39 Com. Reg. 39765 also included two attachments: Attachment 1, Highly Qualified Teacher (HQT) Requirements and Compensation Plan, and Attachment 2, Highly Qualified Counselor (HQC) Requirements and Compensation Plan, located at §60-30.2-215.

In codifying 40 Com. Reg. 40577, the Commission inserted the attachment, Highly Qualified Teacher, School Counselor and Librarian Requirements and Compensation Plan, in §60-30.1-412 and replaced the indicated attachments located at §60-30.2-215.

### Schedule 1 – Non-Certified Salary Schedule

<table>
<thead>
<tr>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
<th>Step 7</th>
<th>Step 8</th>
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### TITLE 60: BOARD OF EDUCATION

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<th>Annual</th>
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**Administrators**
- Pay Grade 15/15 - 25/7
  - School Vice Principals I - II
  - School Principals I - II

**Pay Grade 21/8 - 24/12**
- Special Services Coordinators
- Managers
- Program Directors

**Pay Grade 25/12 - 25/12**
- Program Directors

**Key Management**
- Federal Programs Director (System)
- Human Resources Office Director (System)
- Finance Office Director (System)
- Associate Commissioners

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### Schedule 2 – Classroom Instructor Salary Schedule

<table>
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<th>Position</th>
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(Annual salary range for Classroom Instructor)
## Schedule 3 – Teacher Aide, Library Aide Salary Schedules

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<tr>
<th>PUBLIC SCHOOL SYSTEM</th>
<th>Teacher Aide, Library Aide Salary Schedule</th>
<th>Approved by State Board of Education on February 28, 2017</th>
<th>Board Action No. 077-2017</th>
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## Notes

- The salaries are based on a 200-day contract.
- The contract period is from September 10 to June 10.
- The weekly hours are based on 29.7 hours.
- The annual hours are based on 1,782 hours.

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§ 60-30.1-414 Periodic Review of Compensation Plan

The Commissioner of Education shall periodically conduct necessary and appropriate studies of rates of compensation and compensation practices in all geographic areas from which employees are normally recruited, and shall recommend and transmit the same to the Board of Education for its review. Following such review, the Board of Education shall submit the same, together with its comments and recommendations, to the Legislature for review and approval.


§ 60-30.1-416 Establishing Salary upon Appointment

(a) Salary shall be fixed at the first step of the appropriate pay level upon initial appointment. Should a higher rate be deemed necessary to recruit, and is appropriate to the qualifications of the applicant, the salary may be fixed at any succeeding steps provided it is within the budgeted
level of the position. Payment of salary above step 1 of a pay level must be approved by Commissioner of Education.

(b) When a person may be re-employed after a break in service of one or more days into a position in a class and pay level lower than the highest class and pay level he had previously held, the salary may be set at the highest previous rate held, provided the rate does not exceed the salary range of the lower pay level.

Modified, 1 CMC § 3806(e), (f).


Commission Comment: The 1993 amendments proposed to amend subsection (a). A notice of adoption for the 1993 proposed amendments was never published and, therefore, the Commission has not incorporated the proposed changes.

The 1994 amendments amended subsection (a).

§ 60-30.1-418 Promotion

An employee who is promoted from a position in one class to an existing position in a higher class shall be compensated at the lowest step in the new pay level which at least equals the amount of two step increases in the old pay level. The rate of compensation cannot exceed the rate of the maximum step in the highest pay level. The effective date of the promotion shall be the new service anniversary date for the promoted employee. Retroactive promotions shall not be made except when directed by a decision of the Commissioner of Education pursuant to an employee’s appeal.

Modified, 1 CMC § 3806(e), (g).


Commission Comment: The Commission changed “make” to “made” to correct a manifest error.

§ 60-30.1-420 Temporary Promotion

A temporary promotion is utilized when it is anticipated that an employee will temporarily occupy a position for a period in excess of three months. An employee can be temporarily promoted only if he meets the qualifications standards of the new position. The employee temporarily promoted shall be compensated at the step in the new pay level which is at least equal to an increase of two steps at his current pay level. The employee must be informed in advance and agree, in writing, that at the expiration of the temporary promotion, he will be
returned to the former salary (grade and step) that he would be receiving had he remained in the former position. No temporary promotion shall exceed a period of one year except when the temporary promotion is to replace an employee on educational leave outside the Commonwealth of the Northern Mariana Islands. In this instance the temporary promotion shall be in effect no more than two years.

Modified, 1 CMC § 3806(e).


§ 60-30.1-422 Acting Assignment

An “acting” assignment is the designation, in writing, that an employee will act for a period of up to thirty days in place of a supervisor. When the supervisor’s absence exceeds the initial thirty day period, a new designation shall be made for an additional thirty days. This thirty day renewal of the acting assignment is repeated until the supervisor returns to his position. Whenever the acting assignment exceeds ninety days, the employee shall be temporarily promoted if s/he meets the qualifications standards of the position. If the acting assignment exceeds ninety days and the employee does not meet the qualifications standards of the position, the employee may be temporarily promoted to an intermediate grade if one exists and he meets the qualifications requirements, or if the employee does not meet the qualifications standards of either the target grade or the intermediate grade, he shall be compensated with two steps in his current pay level, but may not exceed the maximum step.

Modified, 1 CMC § 3806(e), (g).


Commission Comment: A notice of adoption for the 1995 proposed amendments was never published and, therefore, the Commission has not incorporated the proposed changes.

The Commission deleted the repeated phrase “standards of the position, the employee may be temporarily promoted.”

§ 60-30.1-424 Demotion

(a) An employee demoted because of abolishment of position or reallocation of position to a lower pay level, except at his own request shall be compensated at the rate which does not exceed his current pay rate. Where his existing rate of the maximum step of the lower pay level, the employee shall be compensated at such maximum step. An employee demoted as a disciplinary measure shall have his compensation reduced to the corresponding step of the lower pay level, and may, with the approval of the Commissioner of Education be compensated at a lower step.
(b) An employee demoted at his own request shall have his pay set at the numerical step in the lower pay level which corresponds to the classification guidelines.


Commission Comment: The original paragraphs were not designated. The Commission designated subsections (a) and (b).

§ 60-30.1-426 Transfer

An employee who is transferred to a different position at the same pay level shall receive no change in compensation. A minimum of two weeks’ notice must be given to the affected supervisors prior to effecting a transfer.


§ 60-30.1-428 Effect on Service Anniversary Date

An employee’s service anniversary date will not be affected by a detail, “acting” assignment, or temporary promotion.


§ 60-30.1-430 Reallocation/Reclassification of Position to Higher Pay

An employee whose position is reallocated/reclassified to higher class 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.

Modified, 1 CMC § 3806(e).


Commission Comment: A notice of adoption for the 1995 proposed amendments was never published and, therefore, the Commission has not incorporated the proposed changes.

§ 60-30.1-432 Effective Date of Position Changes
The effective date of all position changes shall be the beginning of the first pay period immediately following the approval of the action by the Commissioner of Education. Exceptions to this rule may be made by the Commissioner of Education only for such reasons as will expedite public business and not result in an inequitable situation.


§ 60-30.1-434 Within-grade Increase

(a) Within-grade increase may be granted upon completion of fifty-two calendar weeks of satisfactory performance. The evaluation and within-grade increase form shall be completed by the immediate supervisor or his designees within five working days following the effective date.

(b) Employees who are included under the Public School System and assigned to work part-time will be eligible for a within-grade increase only at such time as the cumulative total of all hours worked equates to a standard work year of 2,080 hours and such work has been satisfactory. Employees who are employed on an intermittent basis are not eligible to receive within-grade increases.

(c) The effective date of a within-grade step increase shall be the first day of the first pay period following completion of the required waiting period.

(d) For all positions, approved leave in a non-pay status (LWOP) and/or unapproved leave (AWOL) not to exceed eighty hours, in* creditable toward the waiting period for a within-grade increase. Unapproved leave (AWOL) and leave without pay (LWOP) of more than forty hours will extend the waiting period by at least one pay period or by the amount of time such AWOL or LWOP exceeds the eighty hours, whichever is greater.

*So in original; probably should be “is.”

(e) Time served in a LWOP status for purposes of job-related education or training is credited toward within-grade increases, the same as if the employee had been in a pay status for that period of time while on LWOP, provided that the employee is a registered or enrolled student. To be creditable toward the waiting period, the education program in which the employee is enrolled must be clearly and directly applicable to the employee’s present position or one to which he may reasonably aspire, and for which he is released from full-time status and placed in an approved leave without pay (LWOP) status. Finally, the employee must perform his educational program satisfactorily as determined by management and the Personnel Officer.

(f) A former employee re-employed with a break in service begins a new waiting period for a within-grade increase. No credit will be given toward the completion of this new waiting period for any time served under a former waiting period prior to the break in service.
(g) For every two year period an employee who has been placed on the maximum step and has received consecutive satisfactory performance rating or better shall be given an additional 5% pay differential.

(h) The anniversary date for a within-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.

Modified, 1 CMC § 3806(e), (g).


In subsection (a), the Commission changed “designee’s” to “designees” and in subsection (e), the Commission changed “form” to “from” to correct manifest errors.

§ 60-30.1-436 Workshops

An employee who successfully completes a total of 120 hours of workshops, or multiple units thereof that are supervisor sponsored and/or sanctioned by the Commissioner of Education in accordance with the Board of Education policy may be given a salary increase equivalent to one step or two and a half pay difference for those employees or step 10 for each 120 hour unit.

(a) No employee may receive more than one step increase under this section in any one calendar year regardless of the employee number of workshops that he successfully completed. Employees who are employed on an intermittent basis are not eligible to receive this increase.

(b) The effective date of the increase under this section shall be on the first day of this following pay period after the approval of the Commissioner of Education.

(c) This increase shall not affect the anniversary date of the employee.

Modified, 1 CMC § 3806(d), (e), (f).


§ 60-30.1-438 Overtime Compensation & Control, Compensatory Time
§ 60-30.1-440 Standard Work Week

[Rescinded by subsequent regulation.]


Commission Comment: Former section 4216 was rescinded and replaced by the 1997 Regulations for the Employment of Certified and Non-certified Personnel. See 19 Com. Reg. at 14943 (Jan 15, 1997); see also NMIAC, title 60, subchapters 30.2 and 30.3.

§ 60-30.1-442 Use of Non-standard Work Week

Non-standard work weeks may be used to provide continuity of service or to fulfill other needs of the public interest. Schedules for non-standard work weeks shall be devised, in advance by the management official concerned and approved by the Commissioner of Education. When it becomes necessary to change an employee from a standard work week to a non-standard work, he shall be given notice, in writing, ten working days in advance of the effective date of the change. If an employee is not given the required notice of change in schedule of work, he shall be compensated at the overtime rate for those days worked within the first ten working days which do not fall within the standard work week.

Modified, 1 CMC § 3806(e).


§ 60-30.1-444 Holidays

(a) Employees shall be paid holiday pay or be given compensatory time-off for work performed on Commonwealth of the Northern Mariana Islands government holidays, in accordance with the regulation set forth herein.
(b) Payment for work on holidays: Any employee required to work on a legal holiday which falls within his regularly scheduled work week shall be compensated at two times his base salary rate or his adjusted base salary rate; or in the absence of any funds for holiday compensation, compensatory time-off shall be granted. Compensatory time-off for the first eight hours worked, or pay part thereof, shall be granted in an equal number of hours. If the work starts at midnight and/or exceeds more than eight hours, the employee shall be compensated or be given compensatory time-off for any hours over eight at the rate of one and one-half times the base salary or the adjusted base salary, or the hours worked. Compensatory time-off shall be granted within four pay periods from the date in which it was earned, and any compensatory time not used within a four pay period interval shall be converted to holiday pay for the following pay period.

Modified, 1 CMC § 3806(e), (f).


§ 60-30.1-446 Premium Pay

(a) Hazardous Work.
(1) All employees meeting the qualification criteria below, whose occupation involves unusual and extreme hazards to their health and safety, shall be paid a differential of twenty-five percent their base salary rate.
(2) Qualification Criteria. To qualify for payment of a hazardous work differential, the following conditions of work must be met:
   (i) The conditions of unusual and extreme hazard to the employee’s health and safety must be clearly evident and fully defined;
   (ii) The hazard, on which a request for payment of such differential might be based, has not previously been recognized in the establishment of the pay level for the class which covers the position(s) and work involved; and
   (iii) Exposure to the particular unusual and extreme hazard must constitute a reasonable amount of time so as to be clearly recognizable. For example, several repeated exposures to such a hazard may occur for a brief period of time, but collectively measured over a period of time, e.g., one day, may possibly provide a valid basis for recognition of the hazard. Conversely, clear and sustained exposure to an unusual and extreme hazard is readily more recognizable and measurable.

(b) Hardship Post Differential.
(1) To provide additional compensation, the hardship post differential of twenty percent of base salary rate or adjusted base salary rate is paid employees meeting the qualification criteria of duty stations which involve conditions of unusual hardship.
(2) Qualification Criteria. To qualify for payment of a hardship post differential, employees must be regularly assigned to location or duty station which has been certified by the Commissioner of Education as constituting a hardship situation.

(3) Factors of Unusual Hardship. A post location or duty station will be individually assessed to determine whether it involves conditions of unusual hardship as compared with other locations throughout the Commonwealth. Factors collectively considered to constitute unusual hardship include, but are not limited to:

(i) Geographic Isolation. A site sufficiently remote and removed from population centers, isolated from other activities or facilities, inaccessible except by means of special or infrequent transportation and/or communications, a physical location well removed and functioning with little recourse and contact with other locations or activities.

(ii) Lack of Amenities. Broadly encompasses all considerations relating to characteristics or conditions of pleasantness, attractiveness, or desirable features of a place; includes consideration for the existence and types of facilities such as shopping, recreation, housing, transportation, communications, relationships, and presence of other people.

(iii) Lack of Availability of Shipping. Broadly includes locations where commerce and transport of goods and materials via sea, air, or ground is sporadic, may or may not be regularly scheduled, goods are subject to loss, damage or excessive delays, transport facilities are of limited capacity, and other similar features which increase the difficulty of obtaining goods and services.

(iv) Lack of Transportation. Generally identifies and refers to accepted means of transportation such as lack of suitable roadways for automotive or other vehicular traffic to move about from place to place on the island; includes all forms of common transportation, such as automobiles, motorbikes, boats and the absence or presence of local facilities to support both their use and maintenance.

(v) Other Conditions. Other conditions or special features characteristic of the location or post of duty assignment which contribute to or result in a situation of unusual hardship to assigned to the employees assigned to that duty station.

(4) The authorization and approval to pay a hardship post differential is not automatic and once authorized is not a guarantee that it will continue indefinitely. An employee on annual or home leave will not be paid the hardship post differential if s/he is away from the hardship post.

(c) Night Work. Additional compensation in the form of a night work differential of fifteen percent of base salary rate or adjusted base salary rate is paid for all hours worked between 4:30 p.m. and 7:30 a.m, when such hours are included within a regular scheduled tour of duty.

(1) Control Criteria. To be eligible to receive payment of a night work differential, the following criteria must be met:

(i) Payment will be made only for actual hours worked which fall between the period of 4:30 p.m. and 7:30 a.m.

(ii) The above is restricted to include only those regularly scheduled work hours within the specified time period which constitute all or a part of the employee’s regular hours of duty.
(2) Non-payment of Night Work Differential. Payment of night work differential will not be made for the following situations:
(i) An employee whose regular hours of duty include scheduled hours during the period of 4:30 p.m. to 7:30 a.m., is absent and does not actually perform work for the hours involved;
(ii) An employee required to perform work during the hours of 4:30 p.m. to 7:30 a.m. which is not a part of his regularly scheduled hours of night work duty; or
(iii) An employee who is paid a standby differential for remaining on call to duty at any time during the regularly scheduled standby period in excess of the normal forty hour work week shall not be eligible for payment of night work differential for any work performed while on scheduled stand by.

(d) Typhoon Emergency Differential. Employee who are required by the Commonwealth of the Northern Mariana Islands government to work in a location and during a period of time in which a typhoon or tropical storm emergency has been declared, and in which other government employees are released from work as a result of such condition, shall be compensated as follows: For the hours such employees are required to work while such declaration of emergency shall remain in force, compensation shall be at the rate of two and one-half times the base salary rate or adjusted base salary rate. When provided for in this subsection, this shall not limit the right of the employee to any other differential to which he may otherwise be entitled by law or applicable regulation.

(e)(1) After-school differential, coaching differential, summer school differential and Saturday school differential may be paid to PSS personnel who meet all BOE teacher certification requirement, have previously consulted and obtained approval from the COE. This differential shall be paid based on rates approved by BOE, provided funds are available. Persons receiving an after-school differential, coaching differential, summer school differential and/or a Saturday school differential shall not be eligible to receive overtime compensation. Coaches may receive a waiver of the certification requirement from the Commissioner for up to four years.

(2) Proposed differentials:
(i) Coaches: $30*/sports season
(ii) After-school: $30/daily session (not to exceed 2 hrs.)
(iii) Saturday: $60/half day session
(iv) Before school: $15/daily session (not to exceed 1 hr.)
(v) Summer school: $100/full day (6 periods)
    $15*/half day (up to 4 periods)
(vi) Intercessions: $15/per hour

*So in original; see the Commission comment to this section.

(f) Pay Differentials for Hard to Fill Special Education Positions.
(1) Doctorate Degree
$10,000.00 pay differential for a doctorate degree specialty areas including but not limited to speech pathology, audiology, occupational therapy, physical therapy, and psychology. Specialty area must be stated as the degree awarded on the diploma or as the degree major on official college transcripts. Other approved specialty areas must be approved by the Special Education Coordinator, Associate Commissioner of Instructional Services, Human Resources Director and Commissioner of Education. Specialty area must be stated on the diploma or official college transcripts as a degree major. Pay differentials in this category will be paid out on a quarterly basis, or as determined by the Fiscal Budget Officer (Finance Director). Pay differentials are subject to pro-rata calculation should a complete 190-day contract not be met.

(2) Related Service National Certification, Licensing Registration
$8,000.00 pay differential for related service professional positions that are hard to fill, require a national registry exam for registry and licensure from a national association. Positions under this category are: ASHA certified audiologist, ASHA certified speech-language pathologist, registered physical therapist, registered occupational therapist, and registered/licensed educational psychologist. Pay differentials in this category will be paid out on a quarterly basis, or as determined by the Fiscal Budget Officer (Finance Director). Pay differentials are subject to pro-rata calculation should a complete 190-day contract not be met.

(3) Masters Degree in Special Education
$8,000.00 pay differential for masters degree in special education, including but not limited to, specified specialty areas of special education, early intervention, early childhood special education, deaf education, visual impairments, severe disabilities, autism, multiple disabilities, serious social and emotional disturbances, behavioral and transition specialist. Specialty area must be stated on the diploma or official college transcripts as a degree major. Pay differentials in this category will be paid out on a quarterly basis, or as determined by the Fiscal Budget Officer (Finance Director). Pay differentials are subject to pro-rata calculation should a complete 190-day contract not be met.

(4) Bachelor's Degree in Special Education
$3,000.00 pay differential for bachelors degree in special education including, but not limited to, specified specialty areas of special education, early intervention, early childhood special education, deaf education, visual impairments, severe disabilities, autism, multiple disabilities, serious social and emotional disturbances, behavioral and transition specialist. Specialty area must be stated on the diploma or official college transcripts as a degree major. Pay differentials in this category will be paid out on a quarterly basis, or as determined by the Fiscal Budget Officer (Finance Director). Pay differentials are subject to pro-rata calculation should a complete 190-day contract not be met.

(5) Outside of 190-day contract
$75.00 per hour pay differential is for current and active Public School System related service professional employees, as defined under the Individuals with Disabilities Education Act of 2004 that are required to work outside the 190-day certified employment contract for example, on weekends or during non-instructional days. Category IV differential pay may be paid out provided that pre-approval of such pay is authorized by an immediate supervisor, the Human Resources Director and the Commissioner of Education.
(6) If an individual qualifies for two or more pay differentials, from the § 60.30.1-447(f)(1)-(5), only one pay differential which compensates at a higher rate will be allowed.

Modified, 1 CMC § 3806(d), (e), (f), (g).


Commission Comment: The original paragraphs of subsections (a), (b) and (e) were not designated. The Commission designated subsections (a)(1) and (a)(2), (b)(1) through (b)(4), and (e)(1) and (e)(2).

The 1995 amendments added new subsection (e). The notice of adoption changed the proposed language of subsection (e). The starred numeric rates should probably be “$300” and “$50,” respectively. Compare 17 Com. Reg. at 13013 (Mar. 15, 1995) and 17 Com. Reg. at 13386 (May 15, 1995).

In subsection (b)(3)(i), the Commission corrected the spelling of “communications.” In subsection (b)(3)(iv), the Commission corrected the spelling of “identifies.” In subsection (e), the Commission corrected the spelling of “summer.” In subsection (f)(4), the Commission deleted the extra zero in found in the original $3,000.000.

§ 60-30.1-448 Approval of Proposals to Provide Premium Pay or Differentials

All proposals for pay differentials as defined herein shall be submitted by the Commissioner of Education on a request for personnel action (form CSC P 1) to the Personnel Management Officer for review and approval. The request must be accompanied by a letter of justification addressing each of the criteria required to support the particular differential. Similarly, a request to remove differentials shall be accomplished by an approved personnel action. Removal of differentials does not constitute a “reduction in pay” and thus does not require a formal adverse action under subpart E of these regulations.

Modified, 1 CMC § 3806(c), (f).


§ 60-30.1-450 Bar to Dual Compensation or Dual Employment

No employee shall receive compensation for two positions or two appointments in the personnel service. When an employee is engaged in government work other than in his regular position under provision of the Commonwealth of the Northern Mariana Islands, he shall be

(a) Placed in LWOP from his regular position, or

(b) Continue his government salary and reject the salary for the second position, whichever is of his personal advantage.
§ 60-30.1-452 Severance Pay

(a) Employees who are separated from the personnel service system by reduction-in-force and are, not eligible to receive immediate retirement pay under the Social Security System, are entitled to severance pay computed as follows:

(1) For each full year of creditable service with the Commonwealth of the Northern Mariana Islands government, the employee is entitled to one-half of his bi-weekly pay rate in effect upon separation by RIF.

(2) For each full three months of service beyond the total full years of service, the employee is entitled to twenty-five percent of the pay for a bi-weekly period at the seventy-five percent of the pay for one bi-weekly period shall be paid under this part-year provision.

(b) Severance pay is paid at the regular bi-weekly sequences until the entitlement is exhausted. If an employee separated by RIF is re-employed by the government in any capacity before the allowable severance pay liability is satisfied, he sacrifices the unpaid balance upon return to duty. If the employee’s total creditable service is less that one full year, he is not entitled to severance pay.

Modified, 1 CMC § 3806(e), (f).


Commission Comment: The original paragraphs were not designated. The Commission designated subsections (a) and (b).

§ 60-30.1-454 Timekeepers

It is essential for the Public School System to have available accurate data concerning the time and attendance of employees.

This information assists forecasting of future personnel needs and analysis of current practices. To provide the needed information, it is necessary that competent timekeepers be appointed and certified.

(a) Appointment and Certification of Timekeepers. The Commissioner of Education shall appoint timekeepers as required by the Board of Education. Each timekeeper appointed shall be assigned designated employees for whom the timekeeper will be responsible. Every employee (classified service and excepted service) shall be required to be assigned a timekeeper. Upon the appointment, each timekeeper will undertake a course of instruction in timekeeping procedures as specified by the Commissioner of Education and the comptroller. Upon satisfactory
completion of such instruction, the Personnel Management Officer shall certify as timekeepers. Official timekeepers shall be certified by the Personnel Management Official. Acting timekeeper will be certified as needed for employees who have yet to complete the required training.

(b) Duty of the Timekeeper. Each timekeeper will be responsible for recording and certifying time and attendance records of the assigned employees. The timekeeper will also record and certify leave time taken by any assigned employee. The method of recording and certifying time, attendance and leave shall be prescribed by the Personnel Management Officer and the Commissioner of Education.

(c) Protection of Timekeeper. It is essential that timekeepers be able to fulfill their duties without harassment. No person may attempt to coerce, threaten, or otherwise attempt to hinder the timekeeper. Any person violating this provision shall be reported promptly by the timekeeper to the Personnel Management Officer. Any person violating this provision may be subject to disciplinary and/or criminal sanctions.

(d) Employees’ Rights to Challenge Timekeeper Records. Any employee who wishes to challenge the accuracy of any timekeeper’s records may institute an employee appeal under the grievance procedure, subpart G of part 300.

Modified, 1 CMC § 3806(d), (f), (g).


In subsection (a), the Commission corrected the spelling of “timekeeper.”

In 1993, the Board of Education proposed to add regulation 4300, entitled “Teachers and Teachers Aides.” See 15 Com. Reg. 10989 (Oct. 15, 1993). A notice of adoption for regulation 4300 was never published and, therefore, the Commission has not incorporated the proposed provisions.

Part 500 - Employees and Management

Subpart A - Communications

§ 60-30.1-501 General

The Public School System is committed to the policy of participative management. This means that employee views and opinions shall be actively sought. Managers and supervisors shall not take any steps, either covertly or overtly which diminish participation by employees in the management process through communication of ideas, comments and suggestions to their
supervisors and superiors. To this end, supervisors and managers shall make positive and continuing efforts to communicate with the employees in the following ways:

(a) Formally, through:
   (1) The annual employee performance evaluation process as defined in part 800 of this subchapter;
   (2) Staff meetings or other assemblies called for the purpose of informing employees concerning the status of work and programs and discussion of current matters of mutual interest;
   (3) Contributions to official publications of the government prepared for information to employees; and
   (4) Such other methods as may be initiated by managers and supervisors to enhance communications.

(b) Informally, through:
   (1) Frequent contact with employees at their work site to exchange comments concerning progress of work;
   (2) Maintaining an “open door” policy which encourages employees to bring to the attention of supervisors and managers these problems of mutual concern;
   (3) Adopting a helpful and supportive attitude toward the incentive awards program, especially the beneficial suggestion program;
   (4) Passing along promptly, to higher levels of management, complaints and concerns of employees which cannot be resolved or corrected at the lower levels of supervision;
   (5) Resolving promptly those matters which fall within the authority of the supervisor;
   (6) Encouraging the employee’s good morale and esprit de corps through:
      (i) Occasional brief group meetings to recognize events and communicate plans of mutual interest to the employees in that office; and
      (ii) Occasional social gatherings of employees and their families for picnics or holiday celebrations to promote better understanding and cooperation.

Modified, 1 CMC § 3806(d), (f).


§ 60-30.1-505 Role of the Commissioner of Education

The Commissioner of Education shall designate one or more of his subordinates to monitor employee relations through:

(a) Advising supervisors and managers concerning the importance of regulations concerning employees’ rights and privileges, management’s rights, employee conduct and performance appeals, grievances, and communications;
(b) Advising and counseling employees concerning benefits to include the Social Security System, group life insurance, the health benefits program, and workmen’s compensation.

(c) Advising all employees on the impact of the law and regulations concerning the personnel management function; and

(d) Advising all employees concerning conflict of interest.

(e) Advising all supervisors and managers concerning effect of nepotism: No husband, wife or immediate family members be hired or allowed to work in one section when one is in the decision making position.

Modified, 1 CMC § 3806(f).


Subpart B - Employee Conduct and Performance

[Rescinded by subsequent regulation.]


Commission Comment: Parts of former regulation 5000, including subpart 5200, sections 5201-5207, codified at subpart B, were rescinded and replaced by the 1997 Regulations for the Employment of Certified and Non-certified Personnel. See 19 Com. Reg. at 14943 (Jan 15, 1997); see also NMIAC, title 60, subchapters 30.2 and 30.3.

Subpart C - Responsibilities of Employees and Management

[Rescinded by subsequent regulation.]


Commission Comment: Parts of former regulation 5000, including subpart 5300, sections 5301-5320, codified at subpart C, were rescinded and replaced by the 1997 Regulations for the Employment of Certified and Non-certified Personnel. See 19 Com. Reg. at 14943 (Jan 15, 1997); see also NMIAC, title 60, subchapters 30.2 and 30.3.

Subpart D - Political Activity

[Rescinded by subsequent regulation.]

Commission Comment: Parts of former regulation 5000, including subpart 5400, sections 5401-5405, codified at subpart D, were rescinded and replaced by the 1997 Regulations for the Employment of Certified and Non-certified Personnel. See 19 Com. Reg. at 14943 (Jan 15, 1997); see also NMIAC, title 60, subchapters 30.2 and 30.3.

Part 600 - Incentives and Awards

Subpart A - Incentives and Awards

§ 60-30.1-601 Introduction and Purpose

This subpart sets forth policies and procedures for the Public School System incentives and awards program under applicable regulations.

Modified, 1 CMC § 3806(d), (f).


§ 60-30.1-605 Policy

It is the policy of the Public School System to use incentives and awards as an integral part of supervision and management to:

(a) Recognize and reward employees who contribute to increased efficiency, economy or other improvements in operation; and

(b) Encourage individual or group effort to make such contributions.

Modified, 1 CMC § 3806(f).


§ 60-30.1-610 Program Responsibility

(a) The Commissioner of Education is responsible for the overall direction and supervision of the incentive awards program. He administers the program in conjunction with the incentive awards committee.

(b) The Commissioner of Education or his designee is responsible for directing awards activities by the incentive awards committee and for recommending superior service awards of service, letter of appreciation, and honor awards to the incentive awards committee.

(c) The Commissioner of Education or his designee and supervisors at all levels have the primary responsibility for the conduct and promotion of the incentive awards program. They
should encourage all employees to become active participants in the Public School System search for efficiency and economy in the conduct of its business. When superior work performance or special acts are identified through normal management review, responsible program managers shall request appropriate supervisors in those areas to identify the employees who have made the special contribution and consider submitting award nominations.

Modified, 1 CMC § 3806(f).


§ 60-30.1-615 Contributions and Award Categories

An employee’s contribution, to be considered for an incentive award, must be identified with one of the following four categories:

(a) Suggestion award;

(b) Superior performance award;

(c) Special Act or Service Award; and

(d) Sustained superior performance for two years more.

Modified, 1 CMC § 3806(e), (f).


§ 60-30.1-620 Letters of Commendation

Supervisors should initiate letters of commendation for employees who make contributions which are worthy of recognition but do not meet the minimum standards for monetary or honor awards. Such letters may be signed by the immediate supervisor or higher official, depending upon the significance of the contribution. The original is presented to the employee and a copy is furnished to the official personnel file. If the letter concerns an adopted suggestion, a copy is also forwarded to the chairman of the incentive awards committee.


Subpart B - Recognition and Awards

§ 60-30.1-625 Superior Performance Award
A superior performance award is granted for performance exceeding job requirements, and involving a contribution so superior or meritorious as to warrant special recognition. An employee may be considered for a lump sum cash award for superior performance, provided his performance meets all the following criteria:

(a) Performance of one or more important job functions in a manner that substantially exceeds normal requirements so that, when reviewed as a whole, the work performance is of a high degree of effectiveness.

(b) Performance that exceeds the normal or typical; and

(c) Performance that does not meet all the requirements of a merit increase, but does significantly exceed performance standards in one or more important job functions.

Modified, 1 CMC § 3806(f).


§ 60-30.1-630 Special Act or Service Award

A special act or service award is granted for performance which has involved overcoming unusual difficulties, or exemplary or courageous handling of an emergency situation related to official employment. Awards in this category will be determined by the incentive award committee.

Modified, 1 CMC § 3806(f).


§ 60-30.1-635 Honorary Awards

When appropriate, an honorary award may be granted in recognition of an employee’s contribution. The honorary award may be in addition to a cash award. For example an honorary award is particularly appropriate in recognition of continued distinguished service, a singular achievement, or an act of personal heroism. It may be granted independently of, or as a supplement to, a cash award; it is not intended, however, to serve as a substitute for deserved monetary awards. It is designed to select and bestow singular honor as an official recognition of achievement and as an incentive for further accomplishments. The concept of recognizing career public employees for significant contribution is to encourage excellence in the Public School System service which, in turn, should promote public appreciation of quality in the Public School System. By raising public opinion of Public School System employees, the more able youth may be persuaded to choose Public School System careers. Recommendations of honor awards
should be submitted during the nominee’s active service, at least one or two years before retirement. General qualifications for each type are listed below:

(a) The distinguished service award (gold medal) is the highest award and can be received by an employee only once. It is granted by the incentive awards committee for:
   (1) An outstanding contribution to science;
   (2) An outstanding skill or ability in the performance of duty;
   (3) An eminent career in the Commonwealth of the Northern Mariana Islands;
   (4) An outstanding exceptional contribution to the Public School System.

(b) The valor award (gold medal) is granted by the incentive awards committee to employees who demonstrate unusual courage involving a high degree of personal risk in the face of danger. The valorous act does not have to be performed while on official duty.

(c) The meritorious service award (silver medal) is granted by the incentive awards committee for:
   (1) An important contribution to science or management;
   (2) A notable career;
   (3) Superior service in administration or execution of duties;
   (4) Initiative in devising improved work methods and procedures;
   (5) Superior achievement in improving safety, health or morale; or
   (6) Superior accomplishments in fostering the objective of the Public School System in the development of management.

(d) The superior service award (certificate) is given at any time during the employee’s career to recognize significant acts, services or achievements that materially aid or affect the successful accomplishment of the Public School System mission. This award is granted by the incentive awards committee for:
   (1) Accomplishment of a particularly difficult or important assignment in a manner that reflects favorably on the employee or the Public School System;
   (2) Development of a new procedure or process that results in substantially increased productivity, efficiency or economy of operation and for which the employee is not otherwise rewarded;
   (3) Significant innovations of significance to further Public School System programs; or
   (4) Any other aspect of superior performance related to assigned duties and deemed to be deserving of special recognition.

*So in original.

(e) The Public School System issues two other types of honor awards to employees. These are: Award of service (plaque) and letter of appreciation. General requirements for each type are listed below:
(1) The award of service (plaque) is granted by the incentive awards committee upon the retirement or death of an employee who has completed ten years or more of Public School System service. This award is initiated by the Commissioner of Education and awarded by the Board of Education.

(2) Letter of Appreciation. An employee who upon retirement has not qualified for the award of service (plaque) receives a letter of appreciation from the Board of Education. The letter is initiated by the Commissioner of Education and awarded by the Board of Education.

Modified, 1 CMC § 3806(e), (f).


§ 60-30.1-640 Length of Service Awards

Public School System employees receive emblems commemorating ten, twenty, and thirty years of Public School System service. The Commissioner of Education issues these emblems annually.

(a) Advancement in technology of benefit to the government;

(b) Effective cooperation among various sectors of private enterprise; and

(c) Esthetic and environmental aspects of citizenship.

Modified, 1 CMC § 3806(e).


§ 60-30.1-645 Presentation of Awards

The distinguished service awards and valor awards are presented at a special annual convocation by the Commissioner of Education. It is preferable that the ceremony accompanying the presentation of the distinguished service awards or valor awards be made a truly memorable occasion.

(a) Meritorious service awards length-of-service emblems for thirty years of actual service and special achievement awards of two hundred dollars and over are presented by the Board of Education or its designee.

(b) Length of service pins for twenty of actual service or more years* are presented to the employee by the Board of Education.

*So in original.
(c) Other awards may be presented by any appropriate official in the recipient’s organization, in accordance with the importance of the contribution. The recipient of the special achievement award is given the original of the approved recommendation, along with his check.

Modified, 1 CMC § 3806(e), (f).


Subpart C - Beneficial Suggestions Program

§ 60-30.1-650 Suggestion Award

A suggestion award is an award for an idea submitted by an employee and adopted for use by the Public School System. Awards of this kind are made only when the employee’s suggestion directly contributes to economy or efficiency or directly increases effectiveness in carrying out Public School System programs or missions. Lack of novelty or originality does not necessarily make an idea ineligible for an award. Awards will be determined by the incentive award committee (IAC).

Modified, 1 CMC § 3806(f), (g).


Commission Comment: The Commission deleted the repeated phrase “an employee” and inserted the final period.

§ 60-30.1-655 Suggestions Procedures

(a) A suggestion is prepared in triplicate with the original being submitted to the suggestor’s immediate supervisor, the duplicate to the Chairman of the incentive awards committee and the triplicate retained by the suggestor. The Chairman will acknowledge receipt of the suggestion, number it and return the “suggestion acknowledgment” part of the form to the suggestor. The suggestion is accepted only if the idea contributes to increased efficiency or economy; suggestions which relate to employee benefits, working conditions, housekeeping, buildings and grounds, etc., are not processed as part of the awards program. The supervisor determines adoption or rejection of a suggestion, if he has authority to do so. If the suggestion is not within the scope of his authority, he initiates further referral.

(b) If a suggestion is not adopted, the supervisor advises the suggestor by memorandum of the reasons for its rejection and furnishes a copy of the memorandum to the Chairman of the incentive awards committee. If it is adopted and has significant first year benefits (see § 60-30.1-655). If it is adopted but the benefits are not sufficient to qualify for a cash award, he initiates a letter of commendation to the suggestor, to be signed by the Commissioner of Education.
Modified, 1 CMC § 3806(f), (g).


Commission Comment: The original paragraphs were not designated. The Commission designated subsections (a) and (b).

The cross-reference in subsection (b) is incorrect, as it references the same section and this section contains no provisions for suggestions with significant first year benefits.

In subsection (a), the Commission corrected the spelling of “acknowledgment.” In subsection (b), the Commission changed “ear” to “year” to correct a manifest error.

§ 60-30.1-660 Documentation

Employee suggestions must be submitted in writing. Recommendation for performance award, special act or service award related to the suggestion must be submitted in writing by supervisors. Awards for cash and certain honor awards should be forwarded to the Commissioner of Education for consideration by the incentive awards committee.

Modified, 1 CMC § 3806(f).


§ 60-30.1-665 Records and Reports

The Chairman of the incentive awards committee will receive reports and maintain necessary files. Each case file includes a copy of the suggestion itself and a copy of the letter to the suggestor concerning its adoption or rejection. Copies of letters of commendation for adopted suggestions are also forwarded. By the tenth day of each month, the Chairman of the incentive awards committee will report on the number of suggestions received, adopted and rejected to the Board of Education. He will use this information to prepare a memorandum at least at six months intervals to all employees concerning awards granted throughout the Commonwealth.

Modified, 1 CMC § 3806(f), (g).


Commission Comment: The Commission corrected the spelling of “and.”

Part 700 - Employee Benefits and Services

§ 60-30.1-701 Policy
(a) It is the policy of the Board of Education to provide benefits and services to its employees as prescribed by law. This part delineates those benefits and services which includes:

(1) Leaves of absence; and
(2) Benefits, such as social security coverage, group life insurance, accident and health insurance, workmen’s compensation coverage, etc.

(b) Procedures for application of the regulations in this part are included the procedural manual.

Modified, 1 CMC § 3806(d), (f).


Commission Comment: The original paragraphs were not designated. The Commission designated subsections (a) and (b).

The Board of Education rescinded all of part 700 except this introductory section in 1997. See 19 Com. Reg. at 14943 (Jan. 15, 1997). It was probably retained in error.

Subpart A - Leaves of Absence

[Rescinded by subsequent regulation.]


Commission Comment: Most provisions of former regulation 7000, including subpart 7100, sections 7101-7110, codified at subpart A, were rescinded and replaced by the 1997 Regulations for the Employment of Certified and Non-certified Personnel. See 19 Com. Reg. at 14943 (Jan 15, 1997); see also NMIAC, title 60, subchapters 30.2 and 30.3.

Notices of adoption for the October 1993, March 1995, and November 1995 proposed amendments were never published.

Subpart B - Benefits

[Rescinded by subsequent regulation.]


Commission Comment: Most provisions of former regulation 7000, including subpart 7200, sections 7201-7206, codified at subpart B, were rescinded and replaced by the 1997 Regulations for the Employment of Certified and
Non-certified Personnel. See 19 Com. Reg. at 14943 (Jan 15, 1997); see also NMIAC, title 60, subchapters 30.2 and 30.3.

**Part 800 - Performance Evaluation**

§ 60-30.1-801 General

This part prescribes the annual employee review system which seeks to recognize the merit of employees and their contributions to efficiency and economy in the Public School System.

Modified, 1 CMC § 3806(f).


§ 60-30.1-805 Employee Performance Evaluation

Employee performance evaluation is essential for:

(a) Improving employee effectiveness by:
   (1) Establishing a framework for continuing employee supervisor communications regarding performance standards and employee potential; and
   (2) Providing employees with the opportunity to participate in the establishment of performance standards.

(b) Providing management with a basis for relating employee performance to other pertinent personnel management activities.


§ 60-30.1-810 Policy

(a) The Board of Education shall ensure that supervisors each year reach a clear understanding with their subordinates of the standards of performance which must be met in accomplished assigned work. The supervisor and the employee on a person-to-person basis must arrive at an understanding of the work objectives to be met and the manner in which they may be reached. A review of the employees position description is necessary to reach agreement on duties, performance standards and the work objectives.

(b) Annually by the employee’s anniversary date, based upon the preceding year’s performance standards reviews and other pertinent factors, an annual written rating or performance shall be submitted by the supervisor, and concurred by the Commissioner of Education, on forms prescribed by the Board of Education, for each certified and non-certified
employee. The Commissioner of Education, through his authorized representative, shall administer the performance evaluation system.


Commission Comment: The original paragraphs were not designated. The Commission designated subsections (a) and (b).

§ 60-30.1-815 Responsibilities

(a) The Personnel Management Officer shall be responsible for:
(1) Developing, evaluating, and improving the personnel Service annual employee review system and performance rating plan;
(2) Providing staff advice and assistance in the administration of the system;
(3) Providing assistance to supervisors and employees in developing performance standards;
(4) Providing the necessary training to supervisors so that they can effectively carry out their responsibilities for communicating with and evaluating employees; and
(5) Assuring that employees understand the objectives of performance evaluation and the provisions of the annual employee review system, and the performance evaluation plan.

(b) Supervisors are responsible for:
(1) Assuring that position descriptions accurately reflect the duties and responsibilities assigned;
(2) Determining jointly with the employee concerned, on a person-to-person basis, the performance standards and keeping them advised of their strengths, weaknesses, and opportunities for improvement in terms of performance standards;
(3) Conducting the annual employee reviews; and
(4) Initiating appropriate personnel actions in case of continuing less than satisfactory performance.

(c) Each employee is responsible for:
(1) Requesting clarification from his supervisor of any performance standard or work objective which is not clearly understood;
(2) Advising his supervisors of any facts or circumstances which he believes should be taken into account during the annual employee review; and
(3) Participating in appraisal discussions of his performance and making suggestions for improving it.

Modified, 1 CMC § 3806(f).


§ 60-30.1-820 Relationship to Other Personnel Management Activities

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(a) By using the employee anniversary date system (as contrasted to a fixed due date, such as March 31), supervisors are given a better opportunity to consider and evaluate each employee as an individual and to coordinate the performance evaluation with other appraisal actions which make up the employee review system.

(b) Supervisors do not have a right to retain an employee in a position in which the employee’s summary rating is “less than satisfactory.” To permit such a situation to continue would not be in the public interest or consistent with good management principles. Supervisors, with the assistance of the Personnel Management Officer, must initiate the necessary action to have such an employee reassigned, demoted, or separated from the position at the earliest possible date.

(c) Section 60-30.1-356(e) of this subchapter provides that an employee with a current official performance rating of “exceptional” has an additional two points of retention credits for reduction-in-force purposes.

Modified, 1 CMC § 3806(c), (d), (e), (f).


§ 60-30.1-825 Rating Probationary Employees

Employees serving probationary periods shall be given a written performance rating (as distinct from an annual employee review) at the end of each successive period of three months. The final rating, for the tenth, eleventh, and twelfth months of probation, shall be completed for probationary appointees no later than the end of the eleventh month of the probationary period. For employees serving a new probationary period, the review must be accomplished at least two weeks before the completion of the period of probation.

Modified, 1 CMC § 3806(e).


§ 60-30.1-830 Appeals

[Rescinded by subsequent regulation.]


Commission Comment: Former section 8007 was rescinded and replaced by the 1997 Regulations for the Employment of Certified and Non-certified Personnel. See 19 Com. Reg. at 14943 (Jan 15, 1997); see also NMIAC, title 60, subchapters 30.2 and 30.3.

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§ 60-30.1-835 In-service Training/Professional Development

This is an enrichment program which falls under two separate categories:

(a) Sanctioned Workshop:
Need the approval of the training division of the personnel management services, which also, falls under the Personnel Rules and Regulations as established in 1983 and stipulated in part 8-B14* expressing the benefits/purposes and incentives. One hundred twenty sanctioned credit hours will enable an employee to get a one-step salary increase.

*So in original; the intended reference is unclear.

(b) Non-sanctioned Workshops:
Are conducted by the Public School System to address special needs of teacher/staffs/students and other employees. No credit is granted however, a certificate is very often given to participants.

(c) Workshop
(1) No employee may receive more than one step increase under this section in any one calendar year regardless of the number of workshops that he successfully completed. Employees who are employed on an intermittent basis are not eligible to receive this increase.
(2) Upon determination of the department or activity head that such employee is eligible to receive a salary increase as provided for in this section, the department or activity head shall prepare, sign and submit a notification of personnel action to the Personnel Officer for final approval.
(3) The effective date of the increase under this section shall be retroactive to July, 1983, and shall be on the first day of the following pay period after the approval, of the Personnel Officer.
(4) This increase shall not affect the anniversary date of the employee.

Modified, 1 CMC § 3806(d), (e), (f).


Commission Comment: The final paragraph was not designated. The Commission designated it subsection (c).

Part 900 - Records and Reports

Subpart A - Records

§ 60-30.1-901 Purpose
This subpart defines the minimum requirements for personnel records to be originated and maintained by the Public School System Personnel Management Services.

Modified, 1 CMC § 3806(f).


§ 60-30.1-905 Policy

(a) The Public School System shall establish a system of records for all personnel presently or previously employed by the Public School System. The records shall be filed separately so that those of active employees are filed separately from those of former employees. Other supporting records, as deemed appropriate by the Personnel Officer, may also be maintained.

(b) The personnel specialists shall develop and maintain a system of personnel records which parallels that maintained in the Civil Service Commission.


§ 60-30.1-910 Records Required

(a) Official Personnel Folder (OPF). For each active employee an official personnel folder (or file) shall be maintained. The following are elements of permanent information covering the employee:

(1) Formal application for employment.
(2) Copy of the certificate of eligibles from which selected or other documents which indicate the appointing authority.
(3) Form on which prior creditable service is listed and service computation date is derived.
(4) Letter of original selection signed by an authorized selecting official.
(5) Copy of each personnel action affecting the employee.
(6) Copy of promotion certificate from which employee was selected, if appropriate.
(7) Copy of promotion selection letter signed by an authorized selecting official.
(8) Copy of each form reflecting choice of health benefits or group life insurance coverage, designation of beneficiary and other legal and binding assignments or designations.
(9) Adverse action supporting material if the action is consummated. Temporary information, as contrasted to permanent type information as delineated above, shall be kept in the OPF, but filed on the LEFT side of the folder.
(10) Examples of temporary material include:
    (i) Performance evaluation reports.
    (ii) Annual employee review documentation sheets.
    (iii) Copy of the descriptions of positions occupied by the employee.
    (iv) Letter of reprimand -- retain for two years only.
(v) Items of correspondence concerning the employee but which have no historical or permanent value, e.g., letters of commendation or congratulation.

(b) Employee Record Card. A card record which summarizes critical data concerning the identity, status, movement and separation of an employee. Every personnel action taken will be recorded on the employee record. Exceptional or less than satisfactory performance ratings shall be noted on the employee record card showing the rating and the date thereof.

(c) Medical Examination Reports. Medical examination forms for each employee shall be maintained in a file separate from the OPF. This is essential to protect the privacy of the individual concerned. The records shall be maintained in a locked fire resistant file with access allowed only to personnel authorized by the Commissioner of Education. Access must be restricted only to persons having a “need to know” as determined and approved by the Personnel Officer.

(1) Whenever access to a medical record is allowed, the Personnel Management Officer shall record:
   (i) The date of access;
   (ii) The person allowed such access; and
   (iii) The reason therefor.

(2) This memorandum record shall be kept in the folder of the individual medical record.

(d) Records of Investigations and Inquiry. Any records of investigation or inquiry concerning an employee shall be filed in a separate folder, clearly identified by employee’s name, date of birth and social security number. The material shall be kept in a locked fire resistant storage facility, safe or fire proof cabinet, with access allowed only on a “need to know” basis and upon approval by the Commissioner of Education. The existence of an investigation file shall be noted in the OPF, filed on top of the last entry therein.

Modified, 1 CMC § 3806(e), (f).


Commission Comment: The final paragraph of subsection (a) and the paragraphs of subsection (c) were not designated. The Commission designated subsections (a)(10) and (c)(1) and (c)(2), respectively.

§ 60-30.1-915 Disposition of Records

Upon the separation of an employee for whatever reason, his Official Personnel Folder shall be closed and removed to storage. Prior to sending the file to storage, all temporary material filed on the left side of the folder shall be removed and either given to the employee or destroyed. Medical records and investigation file material shall be placed in the OPF so that the record is accurate and complete. If an employee is separated but is expected to return to the Public School
System service within a specified time, not to exceed a year, the OPF may be held in suspense rather than treated as a former employee defined above.


§ 60-30.1-920 Access to Official Personnel Folder

An employee may have access to his own official personnel folder at any time during regular working hours provided a responsible personnel specialist or clerk watches as the employee’s review takes place. The employee is entitled access to his or her medical records. Investigation reports are not available to the employee. If an employee persists in his desire to see an investigation report, he should be referred to the agency which prepared the report or secure a court order authorizing the Personnel Officer to allow the employee access to the investigation report.


§ 60-30.1-925 Information Available to the Public

The names, present and past position titles, grades, salaries and duty stations of a government employee is information available to the public, except when the release of the information is prohibited by law or the information is sought for the purpose of commercial or other solicitation.


§ 60-30.1-930 Information May Be Provided

(a) Upon written waiver by the employee, or upon subpoena by a court of jurisdiction, information may be released regarding the name, past and present position titles, grades, salaries and duty stations.

(b) Storage of OPF shall be maintained by the Public School System for at least 30 years, after separation of employee from Public School System. After 30 years these records may be placed in the archival collection of the CNMI if appropriated.

Modified, 1 CMC § 3806(g).


Commission Comment: The original paragraphs were not designated. The Commission designated subsections (a) and (b).

In subsection (b), the Commission corrected the spelling of “separation.”
§ 60-30.1-935 Confidentiality of Personnel Files

(a) Purpose
PSS employee personnel files can contain highly confidential information. As such, the ability to review these files must be tightly controlled. For this reason the following regulation must be complied with in full before a PSS employee’s personnel file may be reviewed by any PSS employee, Board member, or outside party.

(b) Security of Personnel Files
Only persons authorized by this policy to have free access to personnel files shall be allowed in the personnel office. The Chief Personnel Officer or his/her designee shall ensure that personnel files are secured in lockable file cabinets and are locked up nightly. Only the Chief Personnel Officer and/or his/her designee and the Commissioner of Education shall retain keys to these file cabinets.

(c) Form
A standard application for review form must completed in full and submitted to the Commissioner of Education for review as to the appropriateness of the rationale for review and legal ability of that person or entity to review the file(s). This form shall be periodically updated by the Commissioner, with the advice of legal counsel.

(d) Commissioner’s Response
The Commissioner, with the advice of legal counsel, shall, within three working days of receiving the request form, either grant or deny the request for information, request that more information be provided by the applicant, or allow the request for information in part. This granting, request for information, denial or partial denial shall be noted on the application form and the complete form must be placed in the employee personnel file.

(e) PSS Personnel Exempt From These Requirements
The Commissioner of Education, individuals assigned to the Personnel Services Office and given prior written authorization by the Commissioner of Education, legal counsel, and the Equal Employment Opportunities Officer are exempt from the requirements of this regulation and are given free access to personnel files, limited by relevant laws, rules, and regulations. Employees have a right to review their own personnel file, absent information regarding previous reviews by PSS personnel, internal investigations, security checks, and privileged information. They must however, file a form and receive authorization pursuant to this regulation from the Commissioner.

(f) Board of Education Appeal of Commissioner’s Decision
If the Commissioner of Education denies or partially denies a Board member’s request to review a personnel file the Board member may appeal the decision to the full Board at the next meeting.
(g) Punishment
Any PSS employee found to have reviewed a PSS personnel file without complying with this regulation shall be subject to adverse action. Any PSS employee found to have contributed to improper review of a PSS personnel file may be subject to adverse action. Any Board of Education member found to have improperly reviewed a personnel file or contributed to the improper review of a personnel file shall be reported in executive session at the next Board meeting and the Board shall take action.

Modified, 1 CMC § 3806(f), (g).


Commission Comment: In subsection (c), the Commission corrected the spelling of “review.”

The following form was printed after this section. See 17 Com. Reg. at 13798 (Nov. 15, 1995).

APPLICATION TO REVIEW PERSONNEL FILE

Person requesting information____________________
Title of person requesting information ___________ ___________
Name of person(s) who’s file(s) you wish to review__________
Please specify in detail what information is needed and the reason that the information is requested______________________________
___________________________________________________
___________________________________________________
Signature ____________________
Date _____________

I understand that personnel files are highly confidential documents and that if my request for information is granted I may not share any information from the personnel file with other people without approval from the Commissioner.

Commissioner’s Response to Request for Personnel File Information

I have reviewed your request for personnel file information with the PSS Legal Counsel and:
☐ Your request is granted
☐ Your request is granted in part. You may be provided with this information only
☐ Your request is denied
We require additional information. Please provide details of

Commissioner of Ed. __________ Date __________

Subpart B - Reports
§ 60-30.1-940 Purpose

(a) Accurate and timely reports are invaluable to the management of a workforce. They are important to the processes of budgeting, manpower planning, forecasting staffing needs and declines, and other management areas.

(b) 1 CMC § 8124(d) requires that the Personnel Officer “establish and maintain a roster of all persons in the Public School System in which shall be set forth, as to each, the class of position held, the salary or pay, any change in class, title, pay, or status and any other necessary data.”


§ 60-30.1-945 Role of the Personnel Officer

The Personnel Management Officer shall prescribe a system of reports and the format for reporting to provide, on a timely basis, the information required by law.


§ 60-30.1-950 Role of the Timekeeper

The timekeeper shall be responsible for recording and certifying time and attendance records of the assigned employees. The timekeeper will also record and certify leave time taken by any assigned employee. The method of recording and certifying time, attendance and leave shall be prescribed by the Personnel Management Officer and the Commissioner of Education.

Modified, 1 CMC § 3806(f), (g).


Commission Comment: The Commission corrected the spelling of “management.”

In 1997, the Board of Education rescinded and replaced Personnel Regulations 10000 - 10000.221 with the 1997 Regulations for the Employment of Certified and Non-certified Personnel. See 19 Com. Reg. at 14943 (Jan 15, 1997); see also NMIAC, title 60, subchapters 30.2 and 30.3. Regulations numbered 10000 - 10000.221 had not previously been published in the Commonwealth Register.
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EMPLOYMENT OF CERTIFIED PERSONNEL REGULATIONS

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### Part 900 Performance Evaluation Rubric and Process for Teacher Evaluation

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Subchapter Authority: CNMI Const., art. XV; 1 CMC §§ 2251-2273; 3 CMC §§ 1101-1192.
Commission Comment: Title 3, division 1 of the Commonwealth Code contains the education laws of the Commonwealth. PL 6-10, the “Education Act of 1988,” codified as amended at 1 CMC §§ 2251-2273 and 3 CMC §§ 1101-1192, took effect on October 25, 1988. PL 6-10 § 1 created the Public School System as a nonprofit corporation within the Commonwealth government, headed by the Board of Education. See 1 CMC §§ 2251 and 2261. The Board of Education is empowered to formulate policy and exercise control over the Public School System and to establish rules, regulations and policies for the operation of the Public School System. See 1 CMC § 2268(b).

PL 6-10 repealed and reenacted PL 3-43 (effective Jan. 19, 1983), a comprehensive revision of the Commonwealth’s education laws. See the commission comment to 3 CMC § 1101.

Prior to October 25, 1988, the Commonwealth government included a Department of Education and Board of Education, which are the predecessors of the current Public School System and Board of Education. See PL 1-8 (effective August 10, 1978) and PL 3-43. Throughout the development of education law in the Commonwealth, the Board of Education has been the entity with the authority to promulgate rules and regulations.

Part 001 - General Provisions

[Reserved.]

Part 100 - The Hiring Process

Subpart A - Recruiting and Interviewing

§ 60-30.2-101 Purpose

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.


§ 60-30.2-102 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, Human Resources 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 restrictions and requirements of the interview process.

Modified, 1 CMC § 3806(f).


§ 60-30.2-104 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 the regulations in this subchapter 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,” [reprinted] at the end of this subchapter.

Modified, 1 CMC § 3806(d), (f).


Commission Comment: The 1997 amendments amended subsection (c).

§ 60-30.2-106 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 Human Resources Officer, CNMI Public School System, P.O. Box 1370, Saipan, MP 96950, if the applicant falls into one or more of the following categories:

(i) The applicant has no teaching certificate,
(ii) The applicant claims to have been awarded a post graduate degree which would impact on his or her classification, or
(iii) 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. The PSS recruiter shall make these contacts only after receiving a signed waiver on the application form permitting such contact. In the event that the applicant claims work experience that would affect his or her classification, then the applicant shall provide written verification from past employers for the claimed work experience.

(c) Criminal Record Clearance:

(1) The Human Resources Officer shall require new employees to provide the results of an inquiry on behalf of the Board of Education through the Department of Public Safety and/or the Clerk of Court of their local jurisdiction. This inquiry shall be made only after receiving a signed waiver on the application form. The Human Resources 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.

(2) A more complete national criminal records search by the Federal Bureau of Investigation, or a similar federal law enforcement agency, using the applicant’s fingerprints will later be commenced only upon extending an offer of employment and the employee’s arrival in the CNMI, and the results, due to the time involved, shall be used in determining the employee’s eligibility for certification.

Modified, 1 CMC § 3806(f).


Commission Comment: The original paragraphs of subsection (c) were not designated. The Commission designated subsections (c)(1) and (c)(2).

The 1997 amendments amended subsection (c).

§ 60-30.2-108 Recommendation

(a) The PSS recruiter shall recommend in writing to the Human Resources 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 Human Resources Officer initially and then mailed. The Human Resources Officer may act upon receipt of the facsimile.

Modified, 1 CMC § 3806(f).


Subpart B - The Employment Decision

§ 60-30.2-110 Purpose

(a) The Process: The decision to hire an applicant, when initially made by the Human Resources Officer, is always contingent. In itself, it never constitutes a binding promise to hire an applicant. Whether the Human Resources 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 Human Resources 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. 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 the regulations in this subchapter.

Modified, 1 CMC § 3806(d).


§ 60-30.2-112 The Decision

(a)(1) The Human Resources 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.

(2) In the event that an applicant is not hired, the applicant’s file shall be retained by the Human Resources 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 Human Resources Officer for a minimum period of two years after the final date of employment.

(b) The Human Resources 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 Human Resources 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, and a copy provided to the recruiter. The form of this letter is shown as exhibit “B” [reprinted] at the end of this subchapter.

(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.

Modified, 1 CMC § 3806(d), (f).


* As of June 30, 2013, an adoption notice had not been published.

Commission Comment: The first paragraph of subsection (a) was not designated. The Commission designated subsection (a)(1) and redesignated subsection (a)(2) accordingly.

The 1997 amendments amended subsection (c).

Subpart C - The Employment Contract

§ 60-30.2-114 Purpose

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 Human Resources 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.

Modified, 1 CMC § 3806(f).


§ 60-30.2-116 The Contract Form

(a)(1) The Human Resources Officer shall completely fill out the employment contract for certified personnel. The form for this contract is exhibit “C” [reprinted] at the end of this subchapter.

(2) In the case of an off-island hire, the off-island hire terms and conditions, exhibit “D” [reprinted] at the end of this subchapter, 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).
(i) The exact off-island benefits and conditions for each employee are to be determined by reviewing the employee’s initial contract with the PSS. The off-island benefits and conditions as set forth in the original cannot be changed by subsequent contracts unless the employee expressly agrees in writing to waive them.

(ii) For purposes of these regulations “initial contract” means the first contract entered into between the employee and the PSS. If an employee resigns from employment with the PSS and subsequently returns to work for the PSS, initial contract shall be defined as the first contract entered into upon the employee’s return to work.

(b) The job application, resume, and a job description shall be attached to the initial contract of all employees. These documents do not need to be attached to contracts for renewal of employment.

Modified, 1 CMC § 3806(d), (f).


Commission Comment: The first paragraph of subsection (a) was not designated. The Commission designated subsection (a)(1) and redesignated subsection (a)(2) accordingly. The second paragraph of subsection (a)(2) was not designated. The Commission designated it subsection (a)(2)(i) and redesignated subsection (a)(2)(ii) accordingly.

The 1997 amendment added new subsections (a)(2)(i) and (a)(2)(ii), and amended subsection (b).

§ 60-30.2-118 Routing of the Contract

(a) Human Resources Officer: The signature of the Human Resources 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:
   (1) 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.
(2) 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 Human Resources 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 Human Resources 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.

Modified, 1 CMC § 3806(f).


Commission Comment: The first paragraph of subsection (e) was not designated. The Commission designated subsection (e)(1) and redesignated subsection (e)(2) accordingly.

§ 60-30.2-120 No Action Without Fully Executed Contract

The Human Resources 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 Human Resources Officer first having in its possession a fully-executed employment contract.


Subpart D - The Contract Period

§ 60-30.2-122 Purpose

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:

(a) It shall not specify the dates of actual instruction each year, and

(b) 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.
§ 60-30.2-124 Term of Employment

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 may not be employed for a period in excess of sixty calendar days in any fiscal year.

Modified, 1 CMC § 3806(e).


§ 60-30.2-126 Dates of Instruction

(a) Employment contracts shall require instructional services for three hundred and eighty days. The 380 days shall be split into two one hundred ninety day periods. The starting and ending dates of these periods shall not be set forth in the contract, but the teacher or librarian shall be given at least thirty day advance notice of the start of any period in which (s)he is required to teach or serve as a librarian. All possible effort will be made by the PSS to give notice as early as practicable. Substitute teachers shall be assigned work on a daily basis. Teachers or librarians who are hired for a period of less than two years shall have the number of days they must teach or serve as a librarian reduced proportionally.

(b) A period of “one hundred ninety days” shall mean the one hundred eighty instructional days as defined by the Board of Education-approved school calendar plus ten 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 calendar days in order to avoid forfeiting retirement benefits.

Modified, 1 CMC § 3806(e), (f).


Commission Comment: The 1997 amendments amended subsection (a).

§ 60-30.2-128 Assignment Flexibility

The Commissioner, after consulting with the Principal, has the discretion to move teachers or librarians in and out of multi and single-track systems, transfer teachers from one track to another, transfer teachers to other schools in emergency situations, change the subject matter to
be taught and change the grade of students taught as the Commissioner deems to be in the best interests of the Public School System and its students and staff.

(a) Certified contracts shall specify the school at which the teacher or librarian will be teaching during the term of their contract. A teacher or librarian may not be required by the PSS to teach at a school not included in section 1.a of their personnel contract except in emergency situations.

(b) Certified contracts for elementary school teachers shall state whether the teacher will be required to teach either:
   (1) Early childhood through third grade, or
   (2) Fourth through sixth grade.

(c) Certified contracts for junior high school, middle school, or high school teachers shall state the subject matter(s) that they will be required to teach. This section shall not be construed to limit PSS from requiring a teacher to teach multiple subjects.

(d) A teacher or librarian may not be required to teach a grade/subject matter more than thirty-three percent of the time if it is not included in section 1.e of their personnel contract. For example a teacher on a one-hundred and eighty day, six period per day, instructional calendar may not be required to teach more than sixty days per year or, in the alternative, two periods per day of a grade/subject matter not listed in section 1.e of their personnel contract.

(e) Schools, grades or subject matter(s) to* listed in section 1.e of the contract may be changed during the term of a contract by mutual agreement between the PSS and the teacher.

*So in original.

(f) Subsections (a) through (e) of this section do not apply to CNMI retirees, substitute teachers, or substitute librarians.

Modified, 1 CMC § 3806(e), (f), (g).


Commission Comment: The 1997 amendments added new subsections (a) through (f).

In subsection (b), the Commission changed the semi-colon after “either” to a colon to correct a manifest error.

§ 60-30.2-130 Reductions in Force

(a) Financial Exigency. Termination of an employee before the end of the specified term of their contract may occur under extraordinary circumstances because of a demonstrably bona fide financial exigency, i.e., an imminent financial crisis which threatens the survival of the PSS as a whole or a particular PSS program or school as a whole and which cannot be alleviated by less drastic means.
(1) As a first step, the Commissioner of Education shall assemble a committee (RIF Committee) with an odd number of members comprised of at least one certified teacher, one school principal, one PTA president, one central office employee, and one Board of Education member which determine whether a condition of financial exigency exists or is imminent, and that all feasible alternatives to termination of appointments have been pursued. PSS’s legal counsel shall advise the committee.

(2) Judgments determining where within the overall PSS or PSS program termination of appointments may occur involve considerations of educational policy, as well as of employee status, and should therefore be the primary responsibility of the RIF Committee. The RIF Committee should also exercise primary responsibility in determining the criteria for identifying the individuals whose appointments are to be terminated. These criteria may appropriately include considerations of length of service.

(3) The responsibility for identifying individuals whose contracts are to be terminated should be committed to a person or group designated or approved by the RIF Committee. The allocation of this responsibility may vary according to the size and character of the program in question, the extent of the terminations to be made, or other considerations of fairness in judgment. The case of an employee member given notice of proposed termination of appointment will be governed by the following procedure.

(b) Due Process. If the administration issued notice to a particular employee of an intention to terminate their employment contract because of financial exigency, the employee will have the right to a full pre-discipline hearing in front of an impartial hearing officer pursuant to § 60-30.2-422 through § 60-30.2-430 of this subchapter. The hearing need not conform in all respects with a proceeding conducted pursuant to § 60-30.2-422 through § 60-30.2-430, but the essentials of an on-the-record adjudicative hearing will be observed. The issues in this hearing may include:

(1) The existence and extent of the condition of financial exigency. The burden will rest on the administration to prove the existence and extent of the condition. The findings of the RIF Committee in a previous proceeding involving the same or a similar issue may be introduced.

(2) The validity of the educational judgments and the criteria for identification for termination; but the recommendations of the RIF Committee on these matters will be considered presumptively valid.

(3) Whether the criteria are being properly applied in the individual case.

(c) New Appointments Prohibited. If the PSS, because of financial exigency, terminates contracts, it will not at the same time make new appointments except in extraordinary circumstances where a serious distortion in the academic program would otherwise result.

(d) Lateral Placements Preferred. Before terminating an appointment because of financial exigency, the PSS, with RIF Committee participation, will make every effort to place the employee concerned in another suitable position within the institution.

(e) Sixty Days Severance Pay. In all cases of termination of employment contract because of financial exigency, the employee concerned will be paid for sixty days beyond the final day of work or until the final date of their contract, whichever is less.
(f) Reinstatement Offers. In all cases of termination of a contract because of financial exigency, the place of the employment concerned will not be filled with a replacement within a period of three years, unless the released employee has been offered reinstatement and a reasonable time in which to accept or decline it.

Modified, 1 CMC § 3806(c), (d), (f).


Subpart E - Renewal (No Tenure)

§ 60-30.2-132 Purpose

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.


§ 60-30.2-134 Renewal

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.


§ 60-30.2-136 Request for Renewal

If an employee wishes to be considered for an additional contract period, then notice should be given to the Human Resources Officer six months in advance of the termination date in order to be considered for renewal.

Modified, 1 CMC § 3806(e).


§ 60-30.2-138 Notification of Non-renewal

The PSS will notify employee in writing at least ninety calendar days in advance if it intends to not renew that employee’s personnel contract.

Modified, 1 CMC § 3806(e).
Subpart F - Core Knowledge Testing Requirement

§ 60-30.2-140 PRAXIS

All teacher and librarian applicants and current teachers and librarians, upon contract renewal, shall submit proof to PSS that he or she has received a passing grade on the PRAXIS core knowledge examinations. The PRAXIS requirement shall apply to all teacher and librarian applicants and all current teachers and librarians, except professionally licensed related services providers. Passing scores will be determined by the Commissioner of Education and announced to teachers, librarians and applicants. Once the passing scores are set by the Commissioner of Education, the passing score may only be altered with Board of Education approval.

§ 60-30.2-142 Procedure

(a) All current PSS teachers and teacher applicants shall be required to pass PRAXIS II prior to April 7, 2018.

(b) All current PSS librarians and librarian applicants shall be required to pass PRAXIS II prior to April 7, 2018.

(c) The results of the PRAXIS II examinations will determine a current librarian or teacher’s eligibility for contract renewal and an applicant’s eligibility for employment.

(d) A current librarian or teacher’s failure to take the test or to obtain a passing score shall result in his or her employment contract not being renewed.

(e) A teacher or librarian applicant’s failure to take the test or to obtain a passing score shall result in ineligibility for employment.
**Due to a pagination error, page numbers 22819 through 23098 repeat in the 2004 Commonwealth Register.**

Commission Comment: The October 2004 notice of adoption changed the proposed language of former subsections (b) and (c). The September 2005 amendments deleted former subsection (a), redesignated the remaining subsections accordingly and amended subsections (a) and (b).

The 2006 amendments created a new subsection (b), redesignated the remaining subsections and added librarian(s) throughout the section.

In codifying 40 Com. Reg. 40579, the Commission calculated the effective date of April 7, 2018.

§ 60-30.2-144 Timeline

(a) PRAXIS testing will be offered to teachers and teacher applicants beginning in school year (SY) 2004/2005.

(b) All newly recruited PSS teachers for SY 17/18 shall be required to have taken and passed the PRAXIS II examinations in order to qualify for employment with PSS.

(c) (April 7, 2018). All teachers employed by PSS will have taken and passed the PRAXIS II exams.

(d) (April 7, 2018). All librarians employed by PSS will have taken and passed the PRAXIS II exams.

Modified, 1 CMC § 3806(g).


**Due to a pagination error, page numbers 22819 through 23098 repeat in the 2004 Commonwealth Register.**

Commission Comment: The October 2004 notice of adoption changed the proposed language of former subsections (b), (c) and (d). The September 2005 amendments deleted former subsection (c), redesignated former subsection (d) accordingly and amended subsections (b) and (c).

The 2006 amendments added subsection (d).

In codifying 40 Com. Reg. 40579, the Commission calculated the effective date of April 7, 2018.

Part 200 - Certification

§ 60-30.2-201 Purpose

The Board of Education (BOE) and Public School System (PSS) recognize that the delivery of high-quality and equitable educational services to all students in the Public School System, is necessary, therefore, it is imperative to recruit, hire, and retain highly trained and fully certified professional employees. To ensure that its professional employees are well prepared to provide
the opportunity to the students to develop into happy, self-respecting, understanding and contributing members of the society, BOE requires that all professional employees meet the certification requirements as set forth in the regulations in this subchapter. This certification is designed to promote excellence and maintain a high standard of professionalism of all full-time professional employees within the school system.

Modified, 1 CMC § 3806(d), (g).


**Due to a pagination error, page numbers 22819 through 23098 repeat in the 2004 Commonwealth Register.


The October 2004 amendments readopted this part in its entirety.

The Commission changed “recognizes” to “recognize” in the first sentence and “employee” to “employees” in the last part of the second sentence to correct manifest errors.

In October 2006, this section was repromulgated in its entirety without modification when the Board of Education adopted amendments to sections § 60-30.2-210 through § 60-30.2-225 and § 60-30.2-240 through § 60-30.2-245.

§ 60-30.2-205 Definitions

(a) “School” means any public educational institution, Head Start, kindergarten to grade twelve that functions as part of the Commonwealth of the Northern Mariana Islands (CNMI) Public School System in providing educational services as established by the CNMI State Board of Education.

(b) “Librarian” means any person who is employed by the Public School System and has the primary responsibility to operate the school library services to one or more students, but excludes library aides.

(c) “Teacher” means any person who is employed by the Public School System and has the primary responsibility for the education, instruction or the provision of related services for one or more students. This definition specifically includes regular classroom teachers, vocational education teachers, special education teachers, related services providers, but excludes specialized instructors, volunteer assistants, guest lecturers, teacher aides, teaching assistants and student teachers as defined herein.

(d) “Guest lecturer” means any person who delivers lectures/presentations to students with or without compensation, but who does so in the presence of the assigned teacher for that class of students.
(e) “Student teacher” means any person who is engaged in a course of study at a college or university in the field of education and as a part of that course of study, teaches a class of students under the supervision of a certified teacher.

(f) “Teacher aide/teacher assistant” means any person who is employed by the Public School System to assist the teacher and shares the responsibility for the care of the students’ education under the direct supervision of a teacher, librarian or administrator.

(g) “Volunteer assistant” means any person who does not have an employment contract with the Public School System and without compensation assists the teacher and shares the responsibility for the care of the students’ education under the direct supervision of a teacher, librarian or administrator.

(h) “Instructor” means any person who is employed by the Public School System and who does not have a bachelor’s degree but has specialized training/experience in a particular field or has met the minimum requirements established by PSS. This individual has the primary responsibility for the education or instruction of one or more students in a specialized area such as the bilingual program, the vocational education program or the Head Start program.

(i) “Special education related services provider” means any person who is employed by the Public School System in a position from the following specialized areas: Deaf education, assistive technology, blind education, physical therapy, occupational therapy, educational psychology, audiology, social work, recreational therapy, speech/language pathology, behavior specialist and any other area needed to comply with the Individual with Disabilities Education Act (IDEA).

(j) “Professionally licensed related services provider” means a related services provider who is licensed by any state or appropriate professional board.

(k) “School counselor” means any person who is employed by the Public School System and provides guidance and counseling and/or any other related services for one or more students.

(l) “School administrator” means school principal or school vice principal employed by the Public School System and has the primary responsibility as an administrator and educational leader, ensuring equitable educational services to all students by implementing policies, procedures, and regulations as set forth by the Board of Education.

(m) “Non-education degree” means any B.A., B.S., master, or doctoral degree that is in any field area other than education.

(n) “States” means the 50 states of the United States, Commonwealth of Puerto Rico, Commonwealth of the Northern Mariana Islands, Territory of U.S. Virgin Islands, Territory of Guam, Territory of American Samoa, and Freely Associated States (Federated States of Micronesia; Republic of the Marshall Islands; Republic of Palau).
(o) “Equivalent courses” means courses, workshops, institutes or seminars that meet the requirement minimum of 45 contact hours sanctioned by PSS Staff Development/Human Resources Office.

(p) “Paraprofessional” means someone who provides instructional support, including those who (1) provide one-on-one tutoring is such tutoring is scheduled at a time when students would not otherwise receive instruction from a teacher, (2) assist with classroom management, such as by organizing instructional materials, (3) provide instructional assistance in a computer laboratory, (4) conduct parental involvement activities, (5) provide instructional support in a library or media center, (6) act as a translator, or (7) provide instructional support services under the direct supervision of a highly qualified teacher.

Modified, 1 CMC § 3806(e), (f), (g).


**Due to a pagination error, page numbers 22819 through 23098 repeat in the 2004 Commonwealth Register.

Commission Comment: The March 2004 notice of adoption changed the proposed language of subsection (i). The September 2005 amendments added new subsection (j) and redesignated subsections (k) through (o) accordingly. See also the commission comment to § 60-30.2-201.

The Commission changed “requirement” to “required” in subsection (o) to correct a manifest error.

In October 2006, this section was repromulgated in its entirety without modification when the Board of Education adopted amendments to sections § 60-30.2-210 through § 60-30.2-225 and § 60-30.2-240 through § 60-30.2-245.

Footnote 1 of the October 2014 proposed amendments provides that subsection (p) should be designated as subsection (e) “[i]n order to maintain the definitions in alphabetical order…” As the definitions were not in alphabetical order, the Commission designated the new subsection as subsection (p) pursuant to 1 CMC § 3806(a). The Commission changed “included” to “including” in subsection (p) to correct a manifest error pursuant to 1 CMC § 3806(g).

§ 60-30.2-210 Effect on Employment Contract

(a) Possession of Valid Certificate: The failure of any instructor, teacher, librarian, school counselor, or school administrator to qualify to hold a valid certificate or to continue to qualify to hold a certificate during that person’s contract term shall immediately render the contract of employment null and void.

(b) Tenure Not Created by Certification: The granting of the basic I, specialized, basic II, standard certificate with endorsement, or professional certificate does not entitle any employee to tenure, nor does it imply, promise, or suggest continued employment with the CNMI Public School System.

Modified, 1 CMC § 3806(f).
§ 60-30.2-215 Alignment with PSS Classification and Salary Schedule

Certification shall be aligned with PSS compensation plan for teachers as set forth in Attachment #1 and the PSS compensation plan for counselors *The Highly Qualified Counselors (HQC) Requirements and Compensation Plan* as set forth in Attachment #2.

Modified, 1 CMC § 3806(b).


**Due to a pagination error, page numbers 22819 through 23098 repeat in the 2004 Commonwealth Register.

Commission Comment: See the commission comment to § 60-30.2-201.

The 2006 amendments modified subsection (b).

In codifying 39 Com. Reg. 39765, the Commission replaced Attachment 1 with the “Highly Qualified Teacher (HQT) Requirements and Compensation Plan” and Attachment 2 with the “Highly Qualified Counselor (HQC) Requirements and Compensation Plan” located at 39 Com. Reg. 39662–3.

39 Com. Reg. 39765 also included three schedules: Schedule 1, Non-Certified Salary Schedule; Schedule 2, Classroom Instructor Salary Schedule; and Schedule 3, Teacher Aide, Library Aide Salary Schedules, located at § 60-30.1-412.

In codifying 40 Com. Reg. 40577, the Commission replaced Attachment 1 “Highly Qualified Teacher (HQT) Requirements and Compensation Plan” and Attachment 2 “Highly Qualified Counselor (HQC) Requirements and Compensation Plan” with Attachment 1 “Highly Qualified Teacher, School Counselor, and Librarian Requirements and Compensation Plan.” The text of § 60-30.2-215 was not modified by 40 Com. Reg. 40577.
### HIGHLY QUALIFIED TEACHER, SCHOOL COUNSELOR, AND LIBRARIAN REQUIREMENTS AND COMPENSATION PLAN

**Attachment 1 – Highly Qualified Teacher, School Counselor, and Librarian Requirements and Compensation Plan**

<table>
<thead>
<tr>
<th>Degree</th>
<th>Requirements (Certification and Prerequisites)</th>
<th>Years of Experience Required</th>
<th>Remarvable Certification</th>
<th>Salary</th>
<th>% Increase in Next Level</th>
<th>Classification</th>
<th>Pay Level/Step</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Basic I (HQT)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>For new employees beginning 8/1/2006 or later</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor’s Degree</td>
<td>Basic I &amp; Pass I</td>
<td>0-3 yrs</td>
<td>NO</td>
<td>35,359.55</td>
<td>$</td>
<td>Classroom Teacher, School Counselor, Librarian</td>
<td>3020</td>
</tr>
<tr>
<td>Bachelor’s Degree</td>
<td>Basic I &amp; Pass I</td>
<td>4-6 yrs</td>
<td>NO</td>
<td>38,571.44</td>
<td>$</td>
<td>Classroom Teacher, School Counselor, Librarian</td>
<td>3020</td>
</tr>
<tr>
<td>Masters Degree</td>
<td>Basic I &amp; Pass I</td>
<td>7-12 yrs</td>
<td>NO</td>
<td>41,064.80</td>
<td>$</td>
<td>Classroom Teacher, School Counselor, Librarian</td>
<td>3020</td>
</tr>
<tr>
<td>Professional Degree</td>
<td>Basic I &amp; Pass I</td>
<td>13 yrs</td>
<td>NO</td>
<td>46,005.31</td>
<td>$</td>
<td>Classroom Teacher, School Counselor, Librarian</td>
<td>3020</td>
</tr>
<tr>
<td><strong>Basic II (HQT)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor’s Degree</td>
<td>Basic I Certificate &amp; Pass II</td>
<td>2-3 yrs</td>
<td>NO</td>
<td>38,645.74</td>
<td>$</td>
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<td>3020</td>
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<tr>
<td>Masters Degree</td>
<td>Basic I Certificate &amp; Pass II</td>
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<td>Basic I Certificate &amp; Pass II</td>
<td>6-8 yrs</td>
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<td>$</td>
<td>Classroom Teacher, School Counselor, Librarian</td>
<td>3020</td>
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<tr>
<td><strong>Standard (HQT)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor’s Degree</td>
<td>Standard with or without endorsement &amp; Pass II</td>
<td>2-3 yrs</td>
<td>YES</td>
<td>36,664.74</td>
<td>$</td>
<td>Classroom Teacher, School Counselor, Librarian</td>
<td>3020</td>
</tr>
<tr>
<td>Masters Degree</td>
<td>Standard with or without endorsement &amp; Pass II</td>
<td>4-6 yrs</td>
<td>YES</td>
<td>41,163.30</td>
<td>$</td>
<td>Classroom Teacher, School Counselor, Librarian</td>
<td>3020</td>
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<tr>
<td>Professional Degree</td>
<td>Standard with or without endorsement &amp; Pass II</td>
<td>7-9 yrs</td>
<td>YES</td>
<td>46,083.94</td>
<td>$</td>
<td>Classroom Teacher, School Counselor, Librarian</td>
<td>3020</td>
</tr>
<tr>
<td><strong>Professional (HQT)</strong></td>
<td></td>
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<td></td>
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<tr>
<td>Masters Degree</td>
<td>Professional Certificate with endorsement &amp; Pass II</td>
<td>16-18 yrs</td>
<td>YES</td>
<td>51,093.50</td>
<td>$</td>
<td>Classroom Teacher, School Counselor, Librarian</td>
<td>3020</td>
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<tr>
<td>Masters Degree</td>
<td>Professional Certificate with endorsement &amp; Pass II</td>
<td>19-24 yrs</td>
<td>YES</td>
<td>57,152.48</td>
<td>$</td>
<td>Classroom Teacher, School Counselor, Librarian</td>
<td>3020</td>
</tr>
<tr>
<td>Masters Degree</td>
<td>Professional Certificate with endorsement &amp; Pass II</td>
<td>25-30 yrs</td>
<td>YES</td>
<td>62,986.52</td>
<td>$</td>
<td>Classroom Teacher, School Counselor, Librarian</td>
<td>3020</td>
</tr>
<tr>
<td>Professional Degree</td>
<td>Professional Certificate with endorsement &amp; Pass II</td>
<td>31-36 yrs</td>
<td>YES</td>
<td>66,155.62</td>
<td>$</td>
<td>Classroom Teacher, School Counselor, Librarian</td>
<td>3020</td>
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<tr>
<td>Professional Degree</td>
<td>Professional Certificate with endorsement &amp; Pass II</td>
<td>37-42 yrs</td>
<td>YES</td>
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<td>3020</td>
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<td>Professional Degree</td>
<td>Professional Certificate with endorsement &amp; Pass II</td>
<td>43-48 yrs</td>
<td>YES</td>
<td>75,048.02</td>
<td>$</td>
<td>Classroom Teacher, School Counselor, Librarian</td>
<td>3020</td>
</tr>
</tbody>
</table>

Only received after ten years of related experience
§ 60-30.2-220 Eligibility for All Five Certifications

(a) Criminal History: The applicant must be free from any felony conviction or any crime involving moral turpitude, or indicating an unfitness to teach whether a felony or a misdemeanor. A “felony” shall mean any criminal offense punishable by one or more years of imprisonment. A “misdemeanor” shall mean any criminal offense punishable by less than one year of imprisonment.

(b) No Disciplinary Sanctions: The applicant must not have had a suspension or revocation of his/her certificate or license by any other state or national agency.

(c) 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 and such risk that cannot be eliminated or reduced by reasonable accommodation.

(d) Core Knowledge Examination: All certification applicants, excluding professionally licensed related services providers, must take and pass PRAXIS exams starting August 1, 2006. All basic I, basic II, standard and professional certification applications must take and pass PRAXIS II.

Modified, 1 CMC § 3806(f).


**Due to a pagination error, page numbers 22819 through 23098 repeat in the 2004 Commonwealth Register.

Commission Comment: The October 2004 amendments added subsection (d). The September 2005 amendments amended subsection (d). See also the commission comment to § 60-30.2-201.

The 2006 amendments modified subsection (d).

In codifying 40 Com. Reg. 40575 (Mar. 28, 2018), the Commission inserted the attached tables at § 60-30.2-225.

§ 60-30.2-225 Types of Certification and Requirements

(a) A paraprofessional certificate is required of all those who fall under the definition of Paraprofessional and can require one of the following:

(1) Completed two years of study at an institution of higher education; or

(2) Obtained an associate’s (or higher) degree; or

(3) Met rigorous standard of quality and be able to demonstrate, through a formal State or local academic assessment, knowledge of and the ability to assist in instructing, reading, writing,
and mathematics (or as appropriate, reading readiness, writing readiness, and mathematics readiness).

(b) The Commonwealth shall have five general levels of certification for professionals in the field of education: basic I, specialized, basic II, standard, and professional.

(1) Basic I certificate is a two-year certificate for teachers, librarians, school counselors, related service providers, instructors, and school administrators.

(i) Eligibility Requirements

(A) The basic I certificate requires that teachers, school librarians, school counselors, school administrators and other professional applicants 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 recognized by U.S. accreditation commissions approved by PSS. An applicant who possesses 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 not accredited from an approved commission shall have his/her transcript of courses evaluated and certified to be equivalent to a degree conferred by accredited schools. The certification and evaluation of program equivalency shall only be conducted by the agencies identified and approved by PSS. The applicant is responsible for the cost of the program equivalency certification. Failure to obtain such certification shall render an applicant disqualified for failure to meet the education requirement(s) of the position.

(B) A basic instructor certificate may be provided to instructor applicants in specialized areas who submit the required documentation below (§ 60-30.2-225 (iii)(A), (B), (E), and (F)) and meet the minimum requirements as set forth in the PSS classification guidelines.

(C) Submittal of documentation requirements prior to effective date of employment. Requirements include:

1. Complete and signed application form,
2. Two passport size photos,
3. Official college transcripts,
4. Teaching certificate (if any),
5. Receipt of payment from PSS Treasurer for certification processing fee, and
6. FBI fingerprint submission.

7. (April 7, 2018): Test result showing that an applicant has taken and passed the PRAXIS II exam, excluding professionally licensed related services providers. Effective May 26, 2010: Alternatively, proof of passage of a rigorous content knowledge test administered by an individual jurisdiction deemed substantially equivalent to passing the PRAXIS I and II exams (as determined by the Board of Education through their representative, the Coordinator of Certification and Licensure) shall satisfy this requirement for an applicant's initial two-year Basic I certification. Any renewal of certification or subsequent application for Basic I certification shall require that the applicant show that they have passed the PRAXIS I and II exams.

(ii) Education; Certification Course Requirements

Prior to the two-year expiration date of the basic I certificate, the applicant must provide an official transcript or certificate of completion of the basic II certificate courses or applicable certification courses.

(iii) Term
The basic I certificate is invalid after its expiration date and shall not be reissued. Requirements must be satisfied to upgrade to the next certification level.

(2) Specialized Certificate
A specialized certificate is a two-year certificate specifically for instructors who do not have a bachelor’s degree but have specialized training/experience in a particular field or have met the minimum requirements established by PSS.

(i) Eligibility Requirements
(A) Meet eligibility requirements for basic instructor certificate.
(B) All instructors must submit a completed and signed application form in the CNMI under the penalty of perjury for a specialized certificate within the first quarter of employment.
(C) Submit receipt of payment from PSS Treasurer for certification processing fee within the first quarter of employment.

(ii) Education; Certification Course Requirements
Prior to the two-year expiration date of the basic I certificate, the applicant must provide an official transcript or certificate of completion of specific specialized courses. Education courses for the specialized certificate are as follows:

(A) Specialized Certification in Bilingual Program
Instructors assigned to teach in a bilingual program must complete the following courses or equivalent:
1. Computer technology
2. Instruction in teaching linguistically diverse students
3. Instruction in Chamorro/Carolinian language arts
4. Instruction in planning and assessment for diverse classroom
5. Instruction for students with disabilities
6. Instruction in lesson planning and classroom management
7. Chamorro or Carolinian orthography.

(B) Specialized Certificate in Early Childhood (Head Start)
Instructors teaching in the Head Start program must complete the following courses or equivalent:
1. Computer technology
2. Curriculum in early childhood education
3. Education for parenthood
4. Guiding and nurturing
5. Safety and first aid for young children
6. Administration in early childhood education
7. Introduction to exceptional individuals.

(C) Specialized Certificate in Vocational Education
Instructors for vocational education classes must complete the following courses or equivalent:
1. Computer technology
2. Instructional strategies and classroom management
3. Instructional in teaching linguistically diverse students
4. Instruction in planning and assessment
5. Occupational competency as approved by PSS.

(D) Term
Instructors may renew the specialized certificate an unlimited number of times repeating the eligibility requirements every two years with proof of completion of 60 hours of seminars,
workshops, or in-service training as sanctioned by PSS and/or equivalent university/college courses.

(3) Basic II certificate is a three-year certificate for teachers, librarians, school counselors, and related service providers. Basic II certificate will be issued upon submission of completed requirements. If the applicant has met all the requirements for both the basic II certificate and standard certificate with endorsement, then the standard certificate will be issued.

(i) Eligibility Requirements
(A) Applicant must meet eligibility requirements for basic I certificate.
(B) The applicant must submit a recommendation from his/her principal or supervisor, which shall be based on the performance evaluation of the employee. Should the employee’s performance evaluation meet a rating of satisfactory or above, he/she shall be issued a letter of recommendation for the basic II teaching certificate.
(C) The applicant must submit a copy of receipt from the CNMI PSS Treasurer in the amount required by the CNMI Board of Education.
(D) Test result showing that a teacher applicant, excluding professionally licensed related services providers, has taken and passed the PRAXIS II exam.
(ii) Education; Certification Course Requirements
(A) Any teacher or librarian applying for the basic II certificate must have satisfactorily completed and submitted an official transcript of the following course requirements or any identified equivalent courses as accepted by PSS, prior to the expiration date of the basic I certificate and before issuance of the basic II certificate.
1. Multi-cultural education/teaching linguistically diverse students
2. Teaching reading
3. Inclusive practice for students with learning disability
4. Instructional strategies/classroom management
5. Internship or mentoring program
(B) Any school counselor applying for the basic II certificate must have satisfactorily completed and submitted an official transcript of the following course requirements or identified equivalent as accepted by PSS, prior to the expiration date of the basic I certificate and before the issuance of the basic II certificate.
1. Computer technology
2. Test and measurement
3. Introduction to counseling
4. Issues and philosophies of culturally diverse schools
5. Multi-cultural counseling
6. Counseling process: theory
(iii) Term. The basic II certificate shall be issued and valid for a period of three years. The basic II certificate is invalid after its expiration date and shall be renewable by the issuing authority if the employee shows proof of eligibility for the basic II certificate.

(4) Standard certificate with endorsement is a five-year certificate for teachers, librarians, school counselors, and related service providers.

(i) Eligibility Requirements
(A) The applicant must meet eligibility requirements for the basic I certificate and the basic II certificate.
(B) Three recommendations including performance evaluations: one from an immediate supervisor or school principal, one from a colleague, and one from a parent, or former student describing the candidate’s proficiency, skills, and competency. The performance evaluations must be based on cumulative performance over a contract term.

(C) A signed application form in the CNMI under the penalty of perjury.

(D) An official transcript showing satisfactory completion of the required courses or equivalent or a certificate of completion.

(E) A copy of receipt from the CNMI PSS Treasurer in the amount required by the CNMI Board of Education.

(ii) Education; Certification Course Requirements

(A) Standard Certificate with Elementary Education Endorsement
Teacher teaching in elementary schools must complete the following courses or equivalent.
1. Instructional technology
2. NMI history/pacific institute (NMI)
3. Reading diagnostic
4. Tests and measurements
5. Language arts methods
6. Math methods
7. Science methods
8. Social studies methods.

(B) Standard Certificate with Special Education Endorsement
Special education teachers teaching in the special education program must complete the following courses or equivalent.
1. Instructional technology
2. NMI history/pacific institute (NMI)
3. Reading diagnostic
4. Tests and measurements
5. Student evaluation for special education
6. Behavioral modification in the classroom
7. Modification and adaptation of curriculum for special education students
8. Medical implication of special education students in the classroom

(C) Standard Certification with Early Childhood Special Education Endorsement
Teachers providing education services to students in the early childhood intervention program must complete the following courses or equivalent.
1. Instructional technology
2. NMI history/pacific institute (NMI)
3. Reading diagnostic
4. Tests and measurements
5. Philosophical, historical and legal foundations of early*
6. Intervention and special education
7. Health, safety and medical aspects of children with special needs
8. Fundamentals child growth and development
9. Partnerships and families
10. Evaluation & assessment
11. Program implementation in natural environments.

(D) Standard Certificate with Early Childhood Education (Head Start) Endorsement

Teachers providing educational services to students in the Head Start program must complete the following courses or equivalent:

1. Instructional technology
2. NMI history/pacific institute (NMI)
3. Reading diagnostic
4. Curriculum in early childhood education
5. Guiding and nurturing young children
6. Education for parenthood
7. Safety, health and first aid for young children
8. Administration in early childhood education
9. Introduction to exceptional individual.

(E) Standard Certificate with Secondary Education Endorsement

Teacher teaching in the junior and senior high schools must complete the following courses or equivalent.

1. Instructional technology
2. NMI history/pacific institute (NMI)
3. Reading diagnostic
4. Tests and measurements
5. Methods in content area
6. 3 courses in the content area (9 credits).

(F) Standard Certificate with Library Science Endorsement

Librarians providing library services in elementary or secondary schools must complete the following courses or equivalent.

1. Instructional technology
2. NMI history/pacific institute (NMI)
3. School library administration
4. Selection, evaluation and access of school library material
5. Children literature or young adult literature
6. School library material and the curriculum
7. Technology and the school library.

(G) Standard Certificate with Bilingual Education Endorsement

1. Teachers teaching bilingual program in the elementary or secondary schools must complete the following courses or equivalent.

   i. Instructional technology
   ii. NMI history/pacific institute (NMI)
   iii. Reading diagnostic
   iv. Evaluation and assessment in bilingual
   v. Historical and philosophical foundations of bilingual
   vi. First and second language acquisition
   vii. Chamorro or Carolinian orthography.

2. Any teacher who has obtained or completed the course requirements of the specialized certificate in bilingual would only need to take the following courses:

   i. Instructional technology
   ii. NMI history/pacific institute (NMI)
   iii. Reading diagnostic.
(H) Standard Certificate for Special Education Related Service Provider Endorsement
Related services providers must obtain professional licensure and/or certification within the area
of discipline or service and fulfill continuing education credits to maintain and renew their
respective licenses. A copy of the professional licensure must be submitted to the Human
Resources Office. The provider must complete the following courses or equivalent before the
expiration date of the basic I certificate.
1. Instructional technology
2. NMI history/pacific institute (NMI)
3. Teaching linguistically diverse students.

(I) Standard Certificate with School Counseling Endorsement
School counselors providing guidance and counseling services in the elementary and secondary
schools must complete the following course requirements or equivalent.
1. NMI history/pacific institute
2. Dynamics of individual behavior
3. Individual and group assessment
4. Group counseling
5. Prevention and outreach
6. Career counseling and placement
7. Instructional technology.

(iii) Term
Teachers, librarians, school counselors, and related service providers may renew the standard
certificate with endorsement every five years with submittal of the eligibility requirements. In
addition, there must be proof of completion of 60 hours per year of seminars, workshops, or in-
service training as sanctioned by PSS and/or equivalent university/college courses.

*So in original.

(5) Professional certificate is a ten-year certificate for qualified teachers, school counselors,
and librarians and related service providers. Upon completion of the standard certificate with
endorsement, an applicant may pursue the professional certificate. For school admin-
istrators, the professional certificate is a four-year certificate.

(i) Eligibility Requirements
(A) Meet the eligibility requirements of a standard certificate with endorsement.
(B) A signed application form.
(C) Three recommendations including performance evaluations: one from an immediate
supervisor or school principal, one from a colleague, and one from a parent, or former student
describing the candidate’s proficiency, skills, and competency. The performance evaluations
must be based on cumulative performance over a contract term.
(D) Proof of current membership of professional education association and specialized
endorsement.
(E) A copy of receipt from the CNMI PSS Treasurer in the amount required by the CNMI
Board of Education.

(ii) Education; Certification Course Requirements
(A) The applicant must provide a certified copy of the transcript of courses showing
satisfactory completion of a master or doctorate degree in the field of education; or a masters or
doctorate degree in a specialized field area. The specialized field areas shall include any of the
following for classroom teachers, librarians, school counselors, and school administrators:
1. Secondary education masters in specialized content area
2. Special education
3. Early childhood education
4. Counseling
5. Education: administration and supervision
6. Other specialized area in education.

(B) The applicant must provide a certified copy of the transcript of courses showing satisfactory completion of a master or doctorate degree in the field of special education; or a masters or doctorate degree in a specialized field area. The specialized field areas shall include any of the following for related service providers:

1. Audiology
2. Speech language pathology
3. Physical therapy
4. Occupational therapy
5. Deaf and hard of hearing
6. Education psychologist.

(C) Any school principal or school vice principal applying for the administrators’ professional certificate must satisfactorily complete and submit official transcripts of the following course requirements or identified equivalent as accepted by PSS, before the expiration date of the basic I certificate and before the issuance of the professional certificate.

1. Introduction to school administration
2. Instructional supervision and evaluation (clinical supervision)
3. School law/education law
4. School personnel
5. School finance
6. Instructional leadership & supervision seminar
7. Facilitative leadership seminar.

(iii) Term
Teachers, librarians, school counselors, and related service providers may renew the professional certificate every ten years with submittal of the eligibility requirements. School administrators may renew the professional certificate every four years with submittal of the eligibility requirements. In addition, all qualified applicants must provide proof of completion of 60 hours (120 hours for administrators) per year of seminars, workshops, or in-service training as sanctioned by PSS and/or equivalent university/college courses.

Modified, 1 CMC § 3806(a), (c), (e), (f), (g).


**Due to a pagination error, page numbers 22819 through 23098 repeat in the 2004 Commonwealth Register.
Commission Comment: The Commission struck the figure “2” from subsection (a)(1) pursuant to 1 CMC § 3806(e). In December 2014, the Commission inserted the new section as subsection (a) and moved the remaining material to subsection (b), as set forth in the footnote 2 to the October 2014 proposed regulations, which were adopted in December 2014. The Commission renumbered the subsections in both (a) and (b) for consistency. The Commission comments below refer to the pre-2014 version of the section.

In the first sentence of subsection (a)(1)(i), the Commission deleted the “to” before “possess” to correct a manifest error. The Commission changed “bachelors” to “bachelor’s” in subsection (b) to correct a manifest error. The Commission changed “jury” to “perjury” in subsection (b)(1)(ii) and “instructional” to “instruction” in subsection (b)(2)(ii)(C) to correct manifest errors. In subsections (c)(1)(iii) and (e)(1)(v), the Commission deleted the last word in the sentence, “certification,” to correct manifest errors.

The Commission made “test and measurement” in subsection (c)(2)(ii)(B) and “measurement” in subsection (d)(2)(v)(D) plural to correct manifest errors. The Commission made “method” in subsection (d)(2)(i)(E) and “foundation” in subsection (d)(2)(vii)(A)(5) plural to correct manifest errors. The Commission changed “specialized fields area” to “specialized field areas” in subsections (e)(2)(i) and (e)(2)(ii) to correct a manifest error. The Commission added final periods in numerous subsections.

The March 2004 notice of adoption changed the proposed language of subsection (a)(1)(i), added a new subsection (a)(1)(ii) and redesignated subsection (a)(1)(iii) accordingly. The October 2004 amendments added new subsections (a)(1)(iii)(G), (c)(1)(iv) and (e)(1)(i), redesignated the provisions of subsection (e)(1) and amended subsections (c)(1)(i) and (d)(1)(i).

See also the commission comment to § 60-30.2-201.

The August 2005 amendments amended subsections (d)(3) and (e)(3). The September 2005 amendments added new subsection (b)(1)(iv) and amended subsections (a)(1)(iii)(G), (c)(1)(iv), (d)(3) and (e)(3).

The amendments adopted in August 2006 amended section (c)(1)(iv). The October 2006 amendments changed “provisional” to “basic” and “basic” to “basic II” throughout this section and created a basic instructor certificate (subsection(a)(1)(ii)).

In codifying 40 Com. Reg. 40575, the Commission inserted the tables and numbered each as an Attachment (1–5). In codifying 40 Com. Reg. 40579, the Commission calculated the effective date of April 7, 2018.
## Attachment 1 – Certification for Classroom Teacher

<table>
<thead>
<tr>
<th>Basic I</th>
<th>Basic II</th>
<th>Standard</th>
<th>Professional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valid for two (2) years</td>
<td>Valid for three (3) years</td>
<td>Valid for five (5) years</td>
<td>Valid for ten (10) years</td>
</tr>
<tr>
<td>Renewable upon supervisor recommendation</td>
<td>Renewable</td>
<td>Renewable</td>
<td>Renewable</td>
</tr>
<tr>
<td>• Bachelor's Degree or higher</td>
<td>• Bachelor's Degree or higher</td>
<td>• Bachelor's Degree or higher</td>
<td>• Bachelor's Degree or higher</td>
</tr>
<tr>
<td>• Proof of Passing Praxis II</td>
<td>• Proof of Passing Praxis II</td>
<td>• Proof of Passing Praxis II</td>
<td>• Proof of Passing Praxis II</td>
</tr>
<tr>
<td>Proof of completion of 80 hours per year of seminars, workshops, or in-service training as sanctioned by PSS and or equivalent university or college courses</td>
<td>Recommendation Letter from Supervisor/Principal</td>
<td>Recommendation Letter from Supervisor/Principal</td>
<td>Recommendation Letter from Supervisor/Principal</td>
</tr>
<tr>
<td>Net Required Courses</td>
<td>Net Required Courses</td>
<td>Net Required Courses</td>
<td>Net Required Courses</td>
</tr>
</tbody>
</table>

The proposed certification to remove PRAXIS I requirement includes Classroom Teachers, School Counselors, Librarians, School Administrators, Related Service Providers, Instructors and Teacher Aides.
## Attachment 2 – Alternative Certification for Chamorro and Carolinian Language and Heritage Studies (CCLHS) Instructor

<table>
<thead>
<tr>
<th>Instructor I</th>
<th>Instructor II</th>
<th>Instructor III</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Valid for two (2) years</strong>&lt;br&gt;Renewable upon supervisor recommendation</td>
<td><strong>Valid for four (4) years</strong>&lt;br&gt;Renewable</td>
<td><strong>Valid for six (6) years</strong>&lt;br&gt;Renewable</td>
</tr>
<tr>
<td>• High School Diploma or Equivalent&lt;br&gt;• 3-24 College Credits&lt;br&gt;• At least 2 years work related experience</td>
<td>• High School plus 5 years related teaching experience AND Chamorro or Carolinian Content Knowledge Test (CCLHS)&lt;br&gt;OR&lt;br&gt;• AA Degree&lt;br&gt;• 3+ years teaching experience&lt;br&gt;• CCLHS Content Knowledge Test&lt;br&gt;• Met Instructor I Requirement</td>
<td>• Bachelor's Degree&lt;br&gt;• 6+ years relevant teaching experience&lt;br&gt;Proof of completion of 60 hours per year of seminars, workshops, or in-service training as sanctioned by PSS and or equivalent university or college courses</td>
</tr>
<tr>
<td><strong>OR</strong>&lt;br&gt;• High School Diploma or Equivalent&lt;br&gt;• Certification from PSS Board appointed Advisory Panel&lt;br&gt;• At least 3 years related content experience</td>
<td><strong>OR</strong>&lt;br&gt;• High School Diploma or Equivalent&lt;br&gt;• Certification from PSS Board appointed Advisory Panel&lt;br&gt;• Professional Portfolio in Chamorro or Carolinian Content</td>
<td><strong>OR</strong>&lt;br&gt;• High School Diploma or Equivalent&lt;br&gt;• Certification from PSS Board appointed Advisory Panel&lt;br&gt;• Professional Portfolio in Chamorro or Carolinian Content</td>
</tr>
</tbody>
</table>

**Met Required Courses in:**<br>Introduction to Teaching<br>Classroom Management<br>Instruction in Planning and Assessment for Diverse Classrooms<br>Multicultural Education<br>Chamorro or Carolinian Orthography<br>Instructional Technology<br>First and Second Language Acquisition<br>Inclusive Practices for Students with Special needs<br>Instruction in Teaching Linguistically Diverse Students
Attachment 3 – Alternative Certification for Career Technical Education (CTE) Instructor

<table>
<thead>
<tr>
<th>Instructor I</th>
<th>Instructor II</th>
<th>Instructor III</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Valid for two (2) years</strong>&lt;br&gt;Renewable upon supervisor recommendation&lt;br&gt;• High School Diploma or Equivalent&lt;br&gt;• 3-24 College Credits&lt;br&gt;• At least 2 years work related experience</td>
<td><strong>Valid for four (4) years</strong>&lt;br&gt;Renewable&lt;br&gt;• High School Diploma or Equivalent&lt;br&gt;• 4+ years teaching experience&lt;br&gt;• Met Instructor I Requirements&lt;br&gt;OR&lt;br&gt;• AA Degree&lt;br&gt;• 2+ years teaching experience&lt;br&gt;• Met Instructor I Requirements</td>
<td><strong>Valid for six (6) years</strong>&lt;br&gt;Renewable&lt;br&gt;• Bachelor’s Degree&lt;br&gt;• 6+ years relevant teaching experience&lt;br&gt;OR&lt;br&gt;• State/National Industry certification related to and aligned with the CTE content, verified by original or notarized copy&lt;br&gt;• 6+ years relevant teaching experience&lt;br&gt;OR&lt;br&gt;• 10+ years of verifiable industry experience and/or teaching experience related to and aligned with the CTE content</td>
</tr>
<tr>
<td>Proof of completion of 60 hours per year of seminars, workshops, or in-service training as sanctioned by PSS and or equivalent university or college courses</td>
<td></td>
<td>Proof of completion of 60 hours per year of seminars, workshops, or in-service training as sanctioned by PSS and or equivalent university or college courses</td>
</tr>
</tbody>
</table>

**Met Required Courses in:**<br>Introduction to Teaching<br>Classroom Management<br>Instruction in Planning and Assessment for Diverse Classrooms<br>Multicultural Education<br>Instructional Technology<br>Instructional Strategies<br>Inclusive Practices for Students with Special needs
### Attachment 4 – Alternative Certification for Early Childhood Infants and Toddlers Instructor

<table>
<thead>
<tr>
<th>Instructor I</th>
<th>Instructor II</th>
<th>Instructor III</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valid for two (2) years</td>
<td>Valid for four (4) years</td>
<td>Valid for six (6) years</td>
</tr>
<tr>
<td>Renewable</td>
<td>Renewable</td>
<td>Renewable</td>
</tr>
<tr>
<td><strong>High School or equivalent</strong></td>
<td><strong>Bachelor’s Degree</strong></td>
<td>- 2 years related work experience</td>
</tr>
<tr>
<td><strong>24 college credits</strong></td>
<td>- 8+ years relevant teaching experience</td>
<td>- Possess Infant Toddler Child Development Associates (CDA) credential or coursework equivalent</td>
</tr>
<tr>
<td><strong>1+ year related experience</strong></td>
<td>- Met Instructor II Requirement</td>
<td>- Praxis II Early Childhood</td>
</tr>
<tr>
<td>Met Required Courses:</td>
<td>- Proof of completion of 60 hours per year of seminars, workshops, or in-service training as sanctioned by PSS and or equivalent university or college courses</td>
<td>- Recommendation from a supervisor</td>
</tr>
<tr>
<td>Introduction to Teaching</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classroom Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instruction in Planning and Assessment for Diverse Classrooms</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multicultural Education</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instructional Technology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instructional Strategies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inclusive Practices for Students with Special Needs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*Coursework equivalent to a major relating to early childhood education includes but is not limited to courses that focus on child development, early childhood education and curriculum, early childhood teaching and assessment, psychology, family development, health and physical development, mathematics, science, and children’s literature. Such courses may be offered in various departments such as Education, Home Economics, Music, Art, Library Science, Physical Education and Recreation, Psychology, Family Studies, and others.</td>
<td>According to the Head Start Performance Standard 300.31(c)(1), ECE center-based teachers qualification requirement should have a minimum of a CDA credential or comparable credential, and have trained or have equivalent coursework in ECE with a focus on infant and toddler development.</td>
<td></td>
</tr>
</tbody>
</table>
Attachment 5 – Alternative Certification for Early Childhood Pre-Kindergarten Instructor

§ 60-30.2-230 Burden of Proof

The Commissioner of Education or Certification Officer may request additional proof of eligibility before making any certification determination. The burden of providing requested documentation is on the applicant.

§ 60-30.2-235 Renewal or Re-application

An applicant applying for a new certificate or the renewal of a prior certificate must comply with the procedures set out in this part as though applying for the first time, except that the Commissioner or designee may waive the submission of documents, which are already on file and which do not need to be updated (e.g. college transcripts).

Modified, 1 CMC § 3806(d), (f).


**Due to a pagination error, page numbers 22819 through 23098 repeat in the 2004 Commonwealth Register.

Commission Comment: See the commission comment to § 60-30.2-201.

In 2006, this section was repromulgated in its entirety without modification when the Board of Education adopted amendments to sections § 60-30.2-210 through § 60-30.2-225 and § 60-30.2-240 through § 60-30.2-245.

§ 60-30.2-240 Certification Decision

(a) The Commissioner of Education shall appoint a Certification Officer. The Certification Officer shall act on behalf of the Commissioner of Education for certification decisions.

(b) The Certification Officer shall render a decision on an application for a specialized, basic II, standard with endorsement or professional certificate within thirty calendar days of receiving a completed application. The employee/applicant will be notified and the decision shall take effect immediately.

(c) In the case of the denial of a certificate, the decision shall be placed in writing. It shall give written notice of the reasons for denial by citing the requirement(s) not met and explaining the evidence against the applicant.

(d) The denial of any application may be appealed to the Commissioner of Education pursuant to the hearing procedures set forth herein.

Modified, 1 CMC § 3806(e), (f).

§ 60-30.2-245 Revocation and Suspension of Certificates

(a) Grounds for Revocation and Suspension
The Commissioner of Education shall have the authority to suspend or revoke any certificate, whether basic I, specialized, basic II, standard with endorsement or professional upon receipt of evidence that suspension or revocation is necessary.

(b) Mandatory Revocation or Suspension
The Commissioner or designee must revoke any certificate when the holder has committed a material deception or fraud on his/her application for employment with the Public School System or on his/her application for certification, or has been convicted of any felony indicating an unfitness to teach or a crime of moral turpitude. These offenses include but are not limited to:

1. Violent felonies in which an individual threatens to cause, attempts to cause or causes serious bodily injury;
2. Sexually violent offenses as defined by CNMI law;
3. Criminal sex offense against a minor as defined by CNMI law;
4. Child abuse or neglect as defined by CNMI law or similar offenses in other jurisdictions;
5. Violations of the CNMI Minor Children Firearms Control Act or similar offenses in other jurisdictions;
6. Distribution to persons under 18 as defined by CNMI law or similar offenses in other jurisdictions;
7. Criminal histories may be evaluated based on the nature and severity of the incident; the identity of the victim; the length of time since the incident; whether any specific pattern of criminal behavior exists; and specific efforts the individual has made towards rehabilitation.

(c) Grounds for Discretionary Action
The Commissioner of Education may suspend or revoke a certificate, if appropriate, upon the following grounds:
1. Immoral conduct;
2. Unprofessional conduct;
3. Incompetence;
4. Defiance of and refusal to obey the policies, rules, regulations and laws governing the duties of PSS certified personnel; and
5. Substantial evidence of the commission (evidence of conviction not necessary) of a crime of moral turpitude or a felony indicating an unfitness to teach.

(d) Complaints
1. An action to suspend or revoke a certificate must be initiated by a written complaint filed by the Commissioner or designee and served upon the employee. The complaint shall give written notice of the charges by:
   A. Citing any regulation violated, or any misconduct of the employee;
(B) Explaining the evidence against the employee;
(C) Stating the proposed sanction; and
(D) Informing the employee of the opportunity for a formal hearing.

(ii) The employee shall receive the complaint twenty days prior to any suspension or revocation action pursuant to 3 CMC § 1183(e). The notice and opportunity for a hearing regarding a suspension or revocation must comply with 1 CMC § 9111.

(2) In the case of a denial of a certificate by the Certification Officer under § 2305* hereof, the decision shall be placed in writing. It shall give written notice of the reasons for denial by citing the requirement(s) not met and explaining the evidence against the applicant.

*The reference to § 2305 is in error. It appears to be a reference to the regulations in effect prior to March 23, 2004, when this part was replaced in its entirety.

(e) Interim Suspension
(1) No suspension or revocation shall take effect until a hearing, if requested, has reached a final judgment, pursuant to 1 CMC § 9111(a).
(2) If the Commissioner 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).

(f) Opportunity for Formal Hearing
The employee/applicant shall be provided with an opportunity to have a formal hearing regarding any denial, suspension or revocation of a certificate. The hearing will be held before the Board of Education and the majority of Board members at the hearing will make any suspension decision. The employee/applicant must request a formal hearing in writing within ten days of the receipt of his/her complaint or notice of the denial of certificate. The request shall be addressed to the Chair-person of the Board of Education.

(g) Scheduling the Hearing
(1) The PSS legal counsel shall represent the Commissioner/designee in presenting a complaint for revocation or suspension and in presenting the evidence supporting the denial of a certificate.
(2) The employee/applicant is entitled to retain counsel at his or her own expense or to represent him or herself in the proceeding.
(3) The Chairperson of the Board of Education shall schedule a hearing date 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 the 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).
(4) 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 pre-hearing conference to accomplish one or more of the following tasks:
(i) Decide the issues for the hearing;
(ii) Stipulate as to uncontested facts;
(iii) Estimate the length of the hearing;
(iv) Mark exhibits; or
(v) Determine the admissibility of contested evidence.

(h) Burden of Proof
The Commissioner/designee or the Certification Officer shall have the burden of proving the charge or decision by a preponderance of the evidence.

(i) Conduct of Hearing
(1) The hearing shall commence with a reading of the complaint or the decision of the Commissioner/designee or Certification Officer.
(2) Each side shall be permitted to make an opening statement. The PSS legal counsel shall present evidence to support the findings of the Commissioner/designee subject to cross-examination.
(3) The employee/applicant may present evidence to rebut the charges, or findings, subject to cross-examination. Each side may present rebuttal evidence.
(4) After all the evidence has been presented, a closing argument may be offered on behalf of the Commissioner/designee or Certification Officer. The employee/applicant may then present a closing argument, followed by the final summation on behalf of the Commissioner of Education/designee or Certification Officer.
(5) Proceedings hereunder shall be conducted consistent with the requirements of 1 CMC § 9109.
(6) A recording shall be made of the proceeding to serve as the official record.

(j) Evidence
(1) 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.
(2) A notary shall administer oaths to witnesses.
(3) Hearsay evidence 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, and such that a reasonable mind would accept the evidence as adequate to support a conclusion of ultimate fact.
(4) Where suspension, revocation or the denial 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 a certificate’s denial, suspension or revocation. A certified copy of 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.

(k) Decision
(1) The decision-making process must comply with 1 CMC § 9110.
(2) The attorney for the Commissioner/designee shall not participate in the private deliberations of the Board of Education.
(3) The Commissioner or Certification 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 and law presented on the record and an appropriate order invoking or denying a sanction, or in the case of a review, affirming or reversing a certification decision.
(4) The written decision and order shall be served on the employee/applicant within forty-five days of the completion of the hearing process.

(I) Appeal
The employee/applicant may appeal the Board of Education’s decision pursuant to the procedures and time restrictions set forth in 3 CMC § 1183(e).

Modified, 1 CMC § 3806(e), (f), (g).


**Due to a pagination error, page numbers 22819 through 23098 repeat in the 2004 Commonwealth Register.

Commission Comment: The original paragraphs of subsection (d)(1) were not designated. The Commission removed the comma after “Commissioner/designee” in subsection (h) to correct a manifest error. The Commission designated subsections (d)(1)(i) and (d)(1)(ii). See also the commission comment to § 60-30.2-201.

The 2006 amendments changed “provisional” to “basic” and “basic” to “basic II” in subsection (a).

Part 300 - Standards of Conduct for Employees

Subpart A - Health Standards

§ 60-30.2-301 Purpose

The regulations in this subpart 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.

Modified, 1 CMC § 3806(d).


§ 60-30.2-302 Limitation

Nothing stated herein is intended to reduce the rights of disabled employees under the Americans with Disabilities Act (ADA). The regulations in this subpart 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.

Modified, 1 CMC § 3806(d).


§ 60-30.2-304 Medical Examination at Start of Contract
Upon the execution of an employment contract, the employee shall be required to undergo a physical examination at a health care provider acceptable to the Human Resources Officer prior to the commencement of the contract term. The results of the examination shall be provided to the Human Resources Officer prior to the commencement of the contract term and to the Board of Education pursuant to § 60-30.2-214 hereof.

Modified, 1 CMC § 3806(c).


§ 60-30.2-306 Qualifications

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.

Modified, 1 CMC § 3806(f).


§ 60-30.2-308 Scope of Medical Examination

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 § 60-30.2-306.

Modified, 1 CMC § 3806(c).


§ 60-30.2-310 Effect on Contract

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 § 60-30.2-306, then the Commissioner shall declare the contract void and terminate employment.

Modified, 1 CMC § 3806(c).


§ 60-30.2-312 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 § 60-30.2-306, 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 § 60-30.2-306, then the Commissioner shall institute proceedings to suspend or terminate employment, as appropriate.

Modified, 1 CMC § 3806(c).


§ 60-30.2-314 Restriction on Employment Action

No action shall be taken under §§ 60-30.2-310 or 60-30.2-312 without first consulting the PSS legal counsel to ensure that the requirements of the ADA will be met by the proposed action.

Modified, 1 CMC § 3806(c), (f).


§ 60-30.2-316 Confidentiality of Medical Reports

The records of any medical examination shall be strictly confidential. The records shall be maintained sealed by the Human Resources 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 §§ 60-30.2-310 or 60-30.2-312 herein.

Modified, 1 CMC § 3806(c).


Subpart B - Alcohol Use and Alcoholism

§ 60-30.2-318 Purpose

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. The regulations in this subpart 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.

Modified, 1 CMC § 3806(d).
§ 60-30.2-320 Use of Alcohol

No employee shall use alcohol in a manner that poses a direct threat to the health and safety of other persons in the workplace.


§ 60-30.2-322 Intoxication

No employee shall be intoxicated while discharging the duties of employment.


§ 60-30.2-324 Possession of Alcohol

No employee shall bring any alcoholic beverage to the workplace.


§ 60-30.2-326 Alcoholism

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 §§ 60-30.2-320, 60-30.2-322 and 60-30.2-324 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.

Modified, 1 CMC § 3806(c).


§ 60-30.2-328 Action by Supervisor

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 Human Resources Officer. The Human Resources 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 § 60-30.2-326(b) hereof.

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

Modified, 1 CMC § 3806(c).


Subpart C - Illegal Drugs

§ 60-30.2-330 Purpose

Unlike alcoholics, illegal drug users are not protected by the ADA. Only former users of illegal drugs are protected from discrimination. Therefore, the regulations in this subpart are intended to clearly set forth that no illegal drug usage will be tolerated by PSS.

Modified, 1 CMC § 3806(d).


§ 60-30.2-332 Drug-free Workplace

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.


§ 60-30.2-334 Intoxication

No employee shall be under the influence of drugs while in the workplace.


Subpart D - Teaching Performance

§ 60-30.2-336 Duty of Competent Instruction
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.


§ 60-30.2-338 Duty of Care

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.


§ 60-30.2-340 Absence from Work and Tardiness

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.


§ 60-30.2-342 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.


§ 60-30.2-344 Cruelty to Students

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:

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

(b) Psychological Harm: Teachers are forbidden to engage in any act of psychological cruelty which inflicts emotional trauma on a student.
§ 60-30.2-346 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.

Modified, 1 CMC § 3806(f).

Subpart E - Personal Conduct

§ 60-30.2-348 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 Human Resources 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.

Modified, 1 CMC § 3806(f).


§ 60-30.2-350 Conflict of Interest

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 the regulations in this subchapter. 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.

Modified, 1 CMC § 3806(d).


§ 60-30.2-352 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.


§ 60-30.2-354 Endorsements

No employee shall recommend specific products or individuals for purchase or hire by virtue of their relationship with PSS or past employment with PSS.


§ 60-30.2-356 Nepotism
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.


§ 60-30.2-358 Unprofessional Conduct

No employee shall engage in unprofessional conduct. “Unprofessional conduct” shall mean conduct such as to indicate unfitness to teach.


§ 60-30.2-360 Dishonesty

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.


§ 60-30.2-362 Criminal Conduct

(a) The commission of a crime of moral turpitude or a felony indicating an unfitness to teach 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 will result in dismissal include, but are not limited to, illegal drug use, sexual misconduct, bribery and theft.


§ 60-30.2-364 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.


§ 60-30.2-366 Discrimination

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, color, religion, national origin, age, or disability, or in retaliation for the exercise of any of these listed rights. 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.


§ 60-30.2-368 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.


§ 60-30.2-370 Internet Usage

The Public School System (PSS) offers internet access for employee and student use. The Board of Education recognizes that it is important for students to have access to electronics-based research tools for their application to learning, problem solving, production of work, and
presentation of information. The Board also recognizes that while these resources represent extraordinary learning opportunities and enriching educational materials, they also offer persons with illegal or unethical motives avenues for reaching students, teachers, parents/guardians and members of the community. Additionally, these resources present tempting opportunities for users to explore areas that are either confidential, have restricted access or are inappropriate to the classroom or workplace. The regulation in this section outlines acceptable student and employee behavior with respect to use of PSS technology and electronic resources. It may be referred to as the “Acceptable Use Regulations” for the employee’s use of Public School System Educational Systems Network (PSS-ESN).

(a) Purpose

(1) The term “educational purpose” in the policy and regulations in this section includes use of the system for classroom activities, professional or career development, and limited high quality self-discovery activities. Students will limit their use of the system for self-discovery purposes to no more than 10 hours per week.

(2) The PSS-ESN has a limited educational purpose. The purpose of the PSS-ESN is to assist in preparing students for success in life and work in the 21st century by providing them with electronic access to a wide range of information and the ability to communicate with people from throughout the world.

(3) The system will be used to increase PSS intra-communication, enhance productivity, and assist PSS employees in upgrading their skills through greater exchange of information with their peers. The PSS-ESN will also assist the PSS employees in sharing information with the local community, including parents, social service agencies, government agencies, and businesses.

(4) Users may not use the PSS-ESN for commercial purposes, defined as offering or providing goods or services or purchasing goods or services for personal use. PSS procurement rules will be followed for purchase of goods or services for PSS through the PSS-ESN.

(5) Users may not use the system for political lobbying.

(6) PSS employees and students for school related purposes may use the system to communicate with their elected representatives.

(7) The provisions set forth in the “Children’s Internet Protection Act” (U.S. Pub. L. 106-554), apply to all users of the PSS-ESN.

(b) PSS Responsibilities

(1) The Commissioner of Education will serve as the coordinator to oversee the PSS-ESN and will work with the CNMI local government as necessary.

(2) The school principal will serve as the school-level coordinator for the PSS-ESN, will approve school-level activities, ensure teachers receive proper training in the use of the system and the requirements of the policy and regulations in this section, establish a system to ensure adequate supervision of students using the system, maintain executed user agreements, and be responsible for interpreting the PSS acceptable use policy and regulations at the school level.

(3) The PSS technology coordinator will establish a process for setting-up individual and class accounts, set quotas for disk usage on the system, establish a retention schedule, establish a virus protection process, and other related activities.

(c) Technical Services Provided through PSS-ESN
(1) E-mail. E-mail will allow employees and students to communicate with people from throughout the world. Users will also be able to subscribe to mail lists (listserv) to engage in-group discussions related to educational subjects.

(2) World Wide Web. The web provides access to a wide range of information in the form of text, graphics, photographs, video, and sound, from throughout the world. The web is a valuable research tool for students and employees.

(3) Telnet. Telnet allows the user to log in to remote computers.

(4) File Transfer Protocol (FTP). FTP allows users to download large files and computer software.

(5) Newsgroups. Newsgroups are discussion groups that are similar to mail lists (listserv). The PSS will provide access to selected newsgroups that relate to subjects that are appropriate to the educational purpose of the system.

(6) Internet Relay Chat (IRC). IRC provides the capability of engaging in “real-time” discussions. The PSS will provide access to IRC only for specifically defined educational activities.

(7) Blocking Software. The CNMI Public School System will acquire software designed to block access to certain sites.

(d) Access to the System

(1) Employee & Student Use. The PSS acceptable use policy & regulations, set forth in this section and PSS Rules and Regulations § 60-20-540 (student use), will govern all use of the PSS-ESN. Board, PSS and school policies and regulations regarding student and employee conduct will also govern the use of the system.

(2) World Wide Web. All PSS employees and students will have access to the web through the PSS’s networked computers. Parents may specifically request that their child(ren) not be provided such access by notifying the school principal in writing. For information regarding parent notification and student accounts, refer to PSS Rules and Regulations § 60-20-540(c) and subsection (e) of this section.

(3) Classroom Accounts. Elementary age students will be granted e-mail access only through a classroom account. Elementary students may be provided with an individual account under special circumstances at the request of their teacher and with the approval of their parent and the school principal. An agreement will only be required for an individual account, which must be signed by the student and his or her parent. Parents may specifically request that their child(ren) not be provided access through the classroom account by notifying the school principal in writing.

(4) Individual E-mail Accounts for Students. Secondary students may be provided with individual e-mail accounts. Secondary students may have dial-up access to the system at the recommendation of the teacher and school principal. An agreement will be required for an individual e-mail account. The student and his or her parent must sign this agreement before the account may be used.

(5) Individual E-mail Accounts for PSS Employees. PSS employees will be provided with an individual account and will have dial-up access to the system. Employees must sign the employee account agreement before the account may be used.

(6) Guest Accounts. Guests may receive an individual account with the approval of a school administrator or program manager if there is a specific, PSS-related purpose requiring such access. Use of the system by a guest must be specifically limited to the PSS-related purpose. An
agreement will be required and parental signature will required if the guest is a minor (e.g. PSS may allow home school students to obtain access through the PSS-ESN). Guest accounts are only temporary and will only be active for only the period of time that is approved.

(e) Parental Notification and Responsibility
(1) The PSS will notify the parents about the PSS network and the policies and regulations governing its use. Parents must sign an agreement to allow their student to have an individual account. Parents may request alternative activities for their child(ren) that do not involve internet access.
(2) Parents have the right at any time to review the contents of their child(ren)’s e-mail files. Parents have the right to request the termination of their child(ren)’s individual account at any time.
(3) The PSS acceptable use policy and regulations in this section contain restrictions on accessing inappropriate material. There is a wide range of material available on the internet, some of which may not be fitting with the particular values of the families of the students. It is not practically possible for the PSS to monitor and enforce a wide range of social values in student use of the internet. Further, the PSS recognizes that parents bear primary responsibility for transmitting their particular set of family values to their children. The PSS will encourage parents to specify to their child(ren) what material is and is not acceptable for their child(ren) to access through the PSS-ESN.
(4) The PSS will provide students and parents with guidelines for student safety while using the internet.
(5) If dial-up access is provided parents are responsible for monitoring their student’s use of the internet when they are accessing the system from home.

(f) PSS Limitation of Liability
The PSS makes no warranties of any kind, either express or implied, that the functions or the services provided by or through the PSS-ESN will be error-free or without defect. The PSS will not be responsible for any damage users may suffer, including but not limited to, loss of data or interruptions of service. The PSS is not responsible for the accuracy or quality of the information obtained through or stored on the system. The PSS will not be responsible for financial obligations arising through the unauthorized use of the system.

(g) Due Process
(1) PSS will cooperate fully with local, state, or federal officials in any investigation related to any illegal activities conducted through PSS-ESN.
(2) In the event there is a claim that a student violated PSS Rules and Regulations § 60-20-540 or other PSS, Board or school policy or regulation in his or her use of the PSS-ESN, he or she will be provided the due process and hearing rights set forth in such regulations. Additional restrictions may be placed on the student’s use of the internet account.
(3) Student disciplinary actions will be tailored to meet specific concerns related to the violation and to assist the student in gaining the self-discipline necessary to behave appropriately on an electronic network. If the alleged violation also involves a violation of other provisions of the student code of conduct, the violation will be handled in accord with the applicable provision of the student disciplinary regulations.
(4) Employee violations of the PSS acceptable use policy will be handled in accord with Board, PSS and school policies and regulations.

(5) Any PSS administrator or program manager may terminate the account privileges of a guest user by providing notice to the user. Guest accounts not active for more than 30 days may be removed, along with the user’s files without notice to the user.

(h) Search and Seizure
(1) System users have a limited privacy expectation in the contents of their personal files on the PSS-ESN.
(2) Routine maintenance and monitoring of the system may lead to discovery that the user has or is violating the PSS acceptable use policy and regulations, the student disciplinary regulations, PSS personnel regulations, or the law.
(3) An individual search of an employee or student account will be conducted if there is reasonable suspicion that a user has violated the law or PSS, Board or student policies and regulations. The nature of the investigation will be reasonable and in the context of the nature of the alleged violation.
(4) PSS employees should be aware that their personal electronic files may be discoverable in legal actions.

(i) Copyright and Plagiarism
(1) PSS policies and regulations and federal law on copyright will govern the use of material accessed through the PSS-ESN. Copyright infringement occurs when an individual inappropriately reproduces a work that is protected by a copyright. Because the extent of copyright protection of certain works found on the internet is unclear, employees will make a standard practice of requesting permission from the holder of the work if their use of the material has the potential of being considered an infringement. Teachers will instruct students to respect copyright and to request permission when appropriate.
(2) PSS policies, regulations and procedures regarding plagiarism will govern use of material accessed through the PSS-ESN. Teachers will instruct students in appropriate research and citation practices.

(j) Academic Freedom, Selection of Material, Student Rights to Free Speech
(1) Board, PSS and school policies and regulations on academic freedom and free speech will govern the use of the internet.
(2) When using the internet for class activities, teachers will select material that is appropriate in light of the age of the students and that is relevant to the course objectives. Teachers will preview the materials and sites they require or recommend students access to determine the appropriateness of the material contained on or accessed through the site. Teachers will provide guidelines and lists of resources to assist their students in channeling their research activities effectively and properly. Teachers will assist their students in developing the skills to ascertain the truthfulness of information, distinguish fact from opinion, and engage in discussions about controversial issues while demonstrating tolerance and respect for those who hold divergent views.

(k) PSS Web Site
(1) PSS Web Site. The PSS will establish a web site and will develop web pages that will present information about the PSS. The PSS technology coordinator or his/her appointee, will be designated the webmaster, responsible for maintaining the PSS web site.

(2) School or Class Web Pages. Schools and classes, upon approval from the principal, may establish web pages that present information about the school or class activities. The school principal will designate an individual to be responsible for managing the school web site. Teachers will be responsible for maintaining any class sites.

(3) Student Web Pages. With the approval of the school principal, students may establish personal web pages. The principal will establish a process and criteria for the establishment and posting of material, including pointers to other sites, on these pages. Material presented in the student’s web site must be related to the student's educational and career preparation activities. Student web pages must include the following notice: “This is a student web page. Opinions expressed on this page shall not be attributed to the PSS.”

(4) School or Extracurricular Organization Web Pages. With the approval of the school principal, extracurricular organizations may establish web pages. The principal will establish a process and criteria for the establishment and posting of material, including pointers to other sites, on these pages. Material presented on the organization web page must relate specifically to organization activities and will include only student-produced material. Organization web pages must include the following notice: “This is a student extracurricular organization web page. Opinions expressed on this page shall not be attributed to the school or PSS.”

(I) Unacceptable Use
The following uses of the PSS-ESN are considered unacceptable:

(1) Personal Safety
(Restrictions are for students only. Teachers should ensure that students follow these restrictions.)

(i) Users will not post personal contact information about themselves or other people. Personal contact information includes address, telephone, school address, work address, etc.

(ii) Users will not agree to meet with someone they have met online without their parent’s approval and participation.

(iii) Users will promptly disclose to their teacher or other school employee any message they receive that is inappropriate or makes them feel uncomfortable in any way.

(2) Illegal Activities

(i) Users will not attempt to gain unauthorized access to the PSS-ESN or to any other computer system through the PSS-ESN, or go beyond their authorized access. This includes attempting to log in through another person’s account or access another person’s files. These actions are illegal, even if only for the purposes of “browsing.”

(ii) Users will not make deliberate attempts to disrupt the computer system's performance or destroy data by spreading computer viruses or by any other means. These actions are illegal.

(iii) Users will not use the PSS-ESN to engage in any other illegal act, such as arranging for a drug sale or the purchase of alcohol, engaging in criminal gang activity, threatening the safety of person, etc.

(3) System Security

(i) Users are responsible for the use of their individual account and should take all reasonable precautions to prevent others from being able to use their account. Under no conditions should a user provide their password to another person.
(ii) Users will immediately notify the school system administrator if they have identified a possible security problem. Users will not go looking for security problems, because this may be construed as an illegal attempt to gain access.

(iii) Users will avoid the inadvertent spread of computer viruses by following the PSS virus protection procedures if they download software.

(4) Inappropriate Language

(i) Restrictions against inappropriate language apply to public messages, private messages, and material posted on web pages.

(ii) Users will not use obscene, profane, lewd, vulgar, rude, inflammatory, threatening, or disrespectful language.

(iii) Users will not post information that, if acted upon, could cause damage or a danger of disruption.

(iv) Users will not engage in personal attacks, including prejudicial or discriminatory attacks.

(v) Users will not harass another person. Harassment is persistently acting in a manner that distresses or annoys another person. If a user is told by a person to stop sending them messages, they must stop.

(vi) Users will not knowingly or recklessly post false or defamatory information about a person or organization.

(5) Respect for Privacy

(i) Users will not re-post a message that was sent to them privately without permission of the person who sent them the message.

(ii) Users will not post private information about another person.

(6) Respecting Resource Limits

(i) Users will use the system only for educational and professional or career development activities (no time limit), and limited, high-quality, self-discovery activities. For students, the limit on self-discovery activities is no more than three hours per week.

(ii) Users will not download large files unless absolutely necessary. If necessary, users will download the file at a time when the system is not being heavily used and immediately remove the file from the system computer to their personal computer.

(iii) Users will not post chain letters or engage in “spamming.” Spamming is sending an annoying or unnecessary message to a large number of people.

(iv) Users will check their e-mail frequently, delete unwanted messages promptly, and stay within their e-mail quota.

(v) Users will be subscribed only to high quality discussion group mail lists that are relevant to their education or professional/career development.

(7) Plagiarism and Copyright Infringement

(i) Users will not plagiarize works that they find on the internet. Plagiarism is taking the ideas or writings of others and presenting them as if they were original to the user.

(ii) Users will respect the rights of copyright owners. Copyright infringement occurs when an individual inappropriately reproduces a work that is protected by a copyright. If a work contains language that specifies acceptable use of that work, the user should follow the expressed requirements. If the user is unsure whether or not they can use a work, they should request permission from the copyright owner.

(8) Inappropriate Access to Material

(i) Users will not use the PSS-ESN to access material that is profane or obscene (pornography), that advocates illegal acts, or that advocates violence or discrimination towards
other people (hate literature). For students, a special exception may be made for hate literature if both the teacher and the parent approve the purpose of such access to conduct research and access. PSS employees may access the above material only in the context of legitimate research.

(ii) If a user inadvertently accesses such information, they should immediately disclose the inadvertent access in a manner specified by their school or department. This will protect users against an allegation that they have intentionally violated the acceptable use policy & regulations.

(9) Consequences for Unacceptable Uses

(i) Your supervisor, the technology coordinator or the COE may revoke your privilege under the acceptable use policy & regulations for any unacceptable uses, including uses not specifically listed herein.

(ii) Unacceptable use by an employee or an employee’s failure to respond to the unacceptable use of a student may result in disciplinary action or even termination.

Modified, 1 CMC § 3806(c), (d), (e), (f), (g).


Commission Comment: The Commission moved the close quotation mark in subsection (a)(7) from after the close parenthesis to after the word “Act” pursuant to 1 CMC § 3806(g). In subsection (l), the Commission corrected the spelling of “unacceptable.” In subsection (l)(2)(i), the Commission inserted the final period. In subsection (l)(6)(iii), the Commission moved the period after “spamming” inside of the closing quotation mark. In subsection (l)(6)(v), the Commission changed “subscribe” to “subscribed” to correct a manifest error.

The following form appears after this section in the original regulations:

Employee Account Agreement

Name __________________________
Position _________________________
School or Department ________________________

I have read the PSS Acceptable Use Regulation. I agree to follow the rules contained in this Regulation. I understand that if I violate the rules, I may face disciplinary action, including termination, in accord with the CNMI, the Board of Education, the Public School System (PSS) Personnel Regulations and the Acceptable Uses Policy and Regulations.

I hereby release and agree to indemnify the Board, PSS and the CNMI, their personnel, and any institutions with which they are affiliated, from all claims and damages of any nature arising from my use of, inability to use, or improper or illegal use of the PSS system, including, but not limited to claims that may arise from the unauthorized use of the system to purchase products or services.

Signature _______________________ Date __________


Part 400 - Employee Discipline

Subpart A - Forms of Discipline
§ 60-30.2-401 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 Human Resources Officer for posting in the employee’s file. Reprimands are to be used only for minor misconduct.


§ 60-30.2-402 Reduction in Rank or Pay

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.


§ 60-30.2-404 Suspension

A suspension occurs when an employee is placed in a non-duty and non-pay status for a portion of the contract term that counts as part of the three hundred eighty 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.

Modified, 1 CMC § 3806(e).


§ 60-30.2-406 Dismissal

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.


Subpart B - Who May Initiate Discipline?

§ 60-30.2-408 Principals

The authority to initiate the discipline of teachers and librarians is granted to the principals or program directors to whom they are assigned.


§ 60-30.2-410 Human Resources Officer
The authority to initiate the discipline of any employee not supervised by a principal or program director is granted to the Human Resources Officer.


§ 60-30.2-412 Management Official

The person with the authority to initiate discipline shall be referred to herein as the “management official.”


Subpart C - When Discipline is Warranted

§ 60-30.2-414 Standard

Discipline may be imposed for the violation of any standards of conduct set forth in the regulations in this subchapter 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.

Modified, 1 CMC § 3806(d).


§ 60-30.2-416 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,
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).

Modified, 1 CMC § 3806(f).


**Subpart D - When Disciplinary Measures Must Be Followed**

§ 60-30.2-418 Not for Reprimands

Before any employee is dismissed, suspended, reduced in rank or reduced in pay the disciplinary procedure set forth in this subchapter must be followed. A formal reprimand does not require that these procedures be followed.

Modified, 1 CMC § 3806(d).


§ 60-30.2-420 Not for Non-renewal

The non-renewal of an employment contract does not require compliance with the disciplinary procedures.


**Subpart E - Initiating Discipline**

§ 60-30.2-422 Notice of the Charges

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.


§ 60-30.2-424 Pre-discipline Hearing

A hearing shall be held within ten 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.

Modified, 1 CMC § 3806(e).


§ 60-30.2-426 Commissioner’s Decision

The Commissioner, or his designee, who conducted the pre-discipline hearing shall decide in writing within ten 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.

Modified, 1 CMC § 3806(e).


§ 60-30.2-428 Suspension Pending Decision

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 co-employees, or a risk of disrupting the educational process, then the management official may suspend the employee with pay.


§ 60-30.2-430 Discipline After Decision

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.


Subpart F - Formal Due Process Hearing

§ 60-30.2-432 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 days from receipt of the decision to make a request for a hearing in writing and to deliver the request to the Commissioner.
§ 60-30.2-434 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, or 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-hearing 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.

§ 60-30.2-436 Burden of Proof

The employer shall have the burden of proving its charge by a preponderance of the evidence.

§ 60-30.2-438 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 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.


§ 60-30.2-440 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.


§ 60-30.2-442 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.

Modified, 1 CMC § 3806(f).


§ 60-30.2-444 Appeal

The employee may appeal the agency decision pursuant to the procedures and time restrictions set forth in 1 CMC § 9112.


Part 500 - Employee Grievances

Subpart A - Scope of this Subchapter

§ 60-30.2-501 Included Matters

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 part.

Modified, 1 CMC § 3806(d).


§ 60-30.2-502 Excluded Matters

Specifically excluded from these procedures are appeals from employee discipline, comments on PSS regulations and discretionary decisions of assignment, transfer, promotion and non-renewal.


Subpart B - Employee Protection

§ 60-30.2-504 Restraint or Retaliation

Employees will be free from restraint, interference, coercion, discrimination, reprisal and retaliation in the filing and prosecution of their grievances.

§ 60-30.2-506 Representation

Employees have the right to be represented by counsel or other representative of their choosing in prosecuting a grievance.


Subpart C - First Step: Consultation with Supervisor

§ 60-30.2-508 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.


§ 60-30.2-510 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.

Modified, 1 CMC § 3806(f).


Subpart D - Filing of the Complaint and Mediation

§ 60-30.2-512 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.

§ 60-30.2-514 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

(d) The outcome of the employee’s discussion with his or her supervisor.

Modified, 1 CMC § 3806(f).


§ 60-30.2-516 Filing of the Complaint

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.


§ 60-30.2-518 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 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.

Modified, 1 CMC § 3806(e).


§ 60-30.2-520 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 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.

Modified, 1 CMC § 3806(e).


§ 60-30.2-522 Report

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.


Subpart E - Commissioner’s Review

§ 60-30.2-524 Request for Review

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 days of the mediation meeting.

Modified, 1 CMC § 3806(e).


§ 60-30.2-526 EEO Report

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 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.

Modified, 1 CMC § 3806(e).


§ 60-30.2-528 Commissioner’s Decision

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 days of receiving the EEO report.

Modified, 1 CMC § 3806(e), (f).


Subpart F - Employee Appeal

§ 60-30.2-530 Notice of Appeal

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 days of receiving the decision. Failure to appeal will result in the decision of the Commissioner becoming the final resolution of the problem.

Modified, 1 CMC § 3806(e).


§ 60-30.2-532 Hearing Panel

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.


§ 60-30.2-534 Scheduling the Hearing

The hearing officer shall schedule a hearing, after consultation with the parties, to be held within forty-five days of the employee’s request for a hearing.

Modified, 1 CMC § 3806(e).

§ 60-30.2-536 Legal Counsel

(a) The employer shall be represented by PSS legal counsel.

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

Modified, 1 CMC § 3806(f).


§ 60-30.2-538 Pre-hearing Conference

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:

(a) Decide the issues for the hearing,

(b) Stipulate as to uncontested facts,

(c) Estimate the length of the hearing,

(d) Mark exhibits, and

(e) Determine the admissibility of contested evidence.

Modified, 1 CMC § 3806(f).


§ 60-30.2-540 Burden of Proof

The employee shall have the burden of proving its grievance by a preponderance of the evidence.


§ 60-30.2-542 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 his or her grievance, subject to cross-examination.

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


§ 60-30.2-544 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.


§ 60-30.2-546 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.
§ 60-30.2-548 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.


§ 60-30.2-550 Appeal

The employee may appeal the agency decision pursuant to the procedures and time restrictions set forth in 1 CMC § 9112.


Part 600 - Equal Employment Opportunity

Subpart A - Equal Employment Opportunity

§ 60-30.2-601 Policy

The PSS shall provide equal employment opportunity to all people. This policy of equal opportunity applies to every aspect of personnel policy and practice and to all terms and conditions of employment. It is each and every employee’s responsibility to understand and comply the PSS’s equal employment opportunity policy.


§ 60-30.2-605 Discrimination and Harassment Prohibited

No employee may discriminate or harass another person on account of that person’s sex, sexual orientation, race, color, religion, national origin, age, disability or in retaliation for the exercise of any rights protected by this part.

Modified, 1 CMC § 3806(d).
§ 60-30.2-610 Discrimination Defined

Discrimination is the singling out of a person or persons for different treatment, regardless whether good or bad, based on the factors listed in § 60-30.2-605.

Modified, 1 CMC § 3806(c).


§ 60-30.2-615 Harassment Defined

(a) Verbal or physical conduct towards a person based on any of the factors listed in § 60-30.2-605 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.

Modified, 1 CMC § 3806(c), (f).


Subpart B - Violations and Employee Discipline

§ 60-30.2-620 Reporting Violations

Any employee who believes that he or she is a victim of discrimination or harassment in connection with employment at the PSS should report the matter immediately as a grievance under part 500 of these regulations. A grievance under this section shall be investigated promptly and with an effort to protect the privacy of those involved.

Modified, 1 CMC § 3806(d).

§ 60-30.2-625 Employee Discipline

An employee who is determined to have violated the provisions of this part shall be subject to appropriate disciplinary action, up to and including termination of employment. Although not necessarily rising to the level of discrimination or harassment, other inappropriate or offensive actions will not be tolerated and may form the basis for appropriate discipline.

Modified, 1 CMC § 3806(d), (g).


Commission Comment: The Commission corrected the spelling of “appropriate.”

Part 700 - Employment Benefits

Subpart A - Insurance

§ 60-30.2-701 Medical and Life Insurance

Medical and life insurance are made available to PSS employees by the Commonwealth government. Such insurance is made available in the form of group policies in which the employee, at his or her discretion, may wish to participate. Participation is on a shared basis where the PSS pays a portion of the insurance premium and the employee pays the remainder. If the employee chooses to participate, then PSS will contribute to premiums on the same basis as the Commonwealth government contributes for its employees.

Modified, 1 CMC § 3806(f).


Subpart B - Retirement

§ 60-30.2-705 Retirement Fund

PSS employees are required by law to be contributing members of the CNMI’s Retirement Fund. Thus, it is mandatory that the PSS withhold a certain portion from each employee’s paycheck and deposit it with the Retirement Fund. The PSS is also required to contribute additional funds on the employee’s behalf. The Retirement Fund is responsible for administration of all aspects of PSS employee participation in the fund and any questions regarding PSS employee participation or benefits should be brought directly to the fund. The PSS bears no responsibility for any money deposited in the fund.

Modified, 1 CMC § 3806(f).


Subpart C - Leave
§ 60-30.2-710 Purposes of Leave

The purpose of providing leave to PSS employees is to allow them personal time to take care of non-PSS related business, to relax, and to recuperate from illness or injury. The importance of an employee being allowed time to take care of personal business, to relax, and to recuperate from illness or injury is recognized by the PSS. Employees whose personal lives are in balance are better able to handle the requirements of their job at the PSS.


Commission Comment: The Commission corrected “Employee’s” to “Employees” pursuant to 1 CMC § 3806(g).

§ 60-30.2-715 Annual Leave

(a) Certified employees who have been contracted with by the PSS for a period of three months or more are eligible for annual leave with pay. A certified employee shall be given 5 days annual leave upon hire, per school year. Employees working a 190-day per year schedule, such as teacher aides, will also be given 5 days annual leave per school year.

(b) Employee requests to use annual leave must be made in advance of the period of time it is to be used and should be made in writing and as early as possible. Annual leave requests must be submitted in advance to the employee’s direct supervisor and may only be used if it is approved by the direct supervisor.

(c) Requests for the use of annual leave by certified employees during instructional time are discouraged and should be made infrequently. Such requests will only be approved in rare circumstances.

(d) The maximum accumulation of annual leave shall be forty hours per school year. Annual leave shall be cashed out at the end of each school year. Any leave accrued before August 1, 2004 shall not be lost and may be used after the annual forty hours is exhausted or may be cashed out upon separation from PSS. Separation shall mean that the employee will not work for PSS for at least six consecutive months, unless waived by the Commissioner of Education subject to approval of the Board of Education. The cash value of one hour of annual leave shall equal 1/2,080th of the employee’s annual salary at the time of separation.

Modified, 1 CMC § 3806(e).


**Due to a pagination error, page numbers 22819 through 23098 repeat in the 2004 Commonwealth Register.

Commission Comment: The 1997 amendments added new subsection (d). The May 2004 amendments deleted former subsection (d), added new subsection (c), amended subsections (a) and (b) and redesignated and amended
former subsection (c). The May 2004 notice of adoption changed the proposed language of subsection (d). The October 2004 amendments amended subsection (d).

Public Law 15-57 (effective April 25, 2007), codified at 1 CMC §§ 82601-82605, addresses maximum annual leave accumulation (360 hours) for excepted service employees and lump sum payments for unused annual leave to all government employees. PL 15-57 prohibits reemployment with the CNMI government “until a period equal to the period of annual leave paid in lump sum has elapsed” or the employee elects to pay the equivalent amount “consistent with CNMI regulations.” 1 CMC § 82604. PL 15-57 also prohibits the conversion of sick leave to annual leave and any compensation for unused sick leave hours upon separation from employment for all government employees. 1 CMC § 82603. The provisions of PL 15-57 supersede subsection (d) to the extent that they conflict.

§ 60-30.2-720 Sick Leave

(a) Certified employees who have been contracted with by the PSS for a period of three months or more are eligible for sick leave with pay. Certified employees will accrue 5 days sick leave upon hire, per school year. Sick leave shall have no cash value at any time and unused portions shall carry over from year to year. Employees working a 190-day per year schedule, such as teacher aides, will also be given 5 days sick leave per school year.

(b) The use of sick leave shall allow the employee to be paid at their usual rate while ill, injured, receiving a medical, dental or optometry examination, or if (s)he and/or his/her immediate family are under a doctor ordered quarantine. Sick leave will be allowed if the employee is able to provide satisfactory verification of the illness, injury, quarantine, or medical appointment. Doctor’s notes may be required by the employee’s direct supervisor in their discretion prior to approving payment for the use of sick leave.

(c) Whenever possible, sick leave shall be requested in advance of when it is needed and medical appointments shall be scheduled on employee’s own time. Except in emergency situations sick leave shall always be requested by the employee before 5:00 a.m. of the day it is to be used.

(d) The Commissioner of Education is granted the authority to create a universal sick leave pool to which employees may donate their sick leave if a colleague is in need of long-term sick leave and has used all of their sick and annual leave already. The commissioner is hereby vested with the power to create the policies needed to regulate the universal sick leave pool.

(e) Sick leave records shall be retained for a period of three years after the employee separates from the PSS. If the employee becomes re-employed during that three year time period the sick leave balance shall be re-credited to the employee. If the employee does not again begin employment with the PSS within three years of separation the sick leave shall be lost.


Commission Comment: The 1997 amendments deleted former subsection (a) and added new subsections (a) through (e). The 2004 amendments amended subsections (a), (b) and (c).
Public Law 15-69 (effective June 5, 2007), codified at 1 CMC § 8276, authorized government employees to apply for sick leave to attend to an immediate family member who is sick. Public Law 15-116 (effective Nov. 29, 2007), codified at 1 CMC §§ 8265-8267, which repealed and reenacted PL 15-69, requires that sick leave requests to attend to immediate family members in excess of two days must be supported by a certified medical statement. The provisions of PL 15-116 supersede subsection (b) to the extent that they conflict.

§ 60-30.2-725 Compassionate Leave

In the case of a death of an immediate family member, the Commissioner of Education may grant a certified employee compassionate leave with pay for up to forty hours. Immediate family member shall be defined as the employee’s father, mother, spouse, child, brother, sister, grandmother, grandfather, mother in law, or father in law. Compassionate leave must be requested in writing in advance and may not be granted more than two times in a year.

Modified, 1 CMC § 3806(e).


§ 60-30.2-730 Military Training Leave

Military training leave with pay may be granted to certified employees who are members of the National Guard or any reserve components of the United States Armed Forces and are directed to training or other military activities by proper military authority. Military training leave may not exceed 120 hours in a year and administrative leave may not be used in its place or in conjunction with it.


§ 60-30.2-735 Administrative Leave

Administrative leave with pay may be granted under emergency conditions beyond the control of management, such as typhoons, or for civic observations of interest to the PSS, or for PSS related examinations, or for travel related to PSS business, or during disciplinary investigations, or for other such reasonable events as the Commissioner of Education determines. Copies of the documentation granting administrative leave must be provided by the Commissioner to the Board of Education immediately.


§ 60-30.2-740 National Holidays

Certified employees shall receive holidays off with pay for the following CNMI National Holidays as scheduled by the PSS: New Year’s Day, Commonwealth Day, President’s Day, Covenant Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Citizenship Day, Veterans Day, Thanksgiving, Constitution Day, and Christmas. FLSA non-exempt personnel shall receive double time pay if they are required to work on any of these days.

§ 60-30.2-745 Court Leave

Certified employees who are required to serve as jurors may receive court leave with pay for the period of time that they do so. A request to receive court leave with pay must be approved in advance by the Commissioner of Education and will be subject to the condition that all fees paid to the employee by the court for serving as a juror must be provided to the PSS. Court leave may also be approved by the Commissioner for instances when an employee is subpoenaed to testify in a court or administrative hearing on behalf of the PSS or the CNMI government.

Modified, 1 CMC § 3806(f).


§ 60-30.2-750 Maternity/Paternity Leave

Maternity/paternity leave may be granted by the Commissioner of Education to an employee who is the father or mother of a newborn child or is the father or mother of a newly adopted child. A maximum of 80 hours of paid maternity/paternity leave may be granted to an employee in any calendar year. Maternity/paternity leave may only be used within one month after the birth or adoption of a child. Please also see § 60-30.2-760, Family and Medical Leave.

Modified, 1 CMC § 3806(c).


§ 60-30.2-755 Training & Education Leave

Leave with pay for the purpose of job-related training and education may be granted to certified employees for a period not to exceed one year. The Commissioner of Education is charged with the responsibility of approving or disapproving such leave requests. The Commissioner is granted the authority to create guidelines regarding the use and approval of training and education leave and also to establish a committee to review the applications according to those guidelines.

Modified, 1 CMC § 3806(f).


§ 60-30.2-760 Family and Medical Leave

(a) Certified employees who have been employed with the PSS for at least one year, and have worked for at least 1,250 hours during the preceding twelve month period are eligible for family and medical leave. All employees, except for those who are defined by the Family and Medical Leave Act as “highly compensated employees” who take family and medical leave will be returned to the same or an equivalent position upon their return from family and medical leave. Family and medical leave will be unpaid leave. If family and medical leave is requested
for a serious health condition,\(^1\) the employee must first use all of his or her accrued annual leave and sick leave. If family and medical leave is requested for any of the other purposes listed below, an employee must first use all of his or her annual leave.

\(^1\)Serious Health Condition: The term “serious health condition,” for purposes of family and medical leave, means an illness, injury, impairment, or physical or mental condition that involves either: (A) inpatient care in a hospital, hospice, or residential medical care facility; or (B) continuing treatment by a health care provider.

(b)(1) All employees who meet the applicable time of service requirements may be granted a total of twelve weeks of unpaid family and medical leave and paid sick and annual leave combined, during any twelve month period for the following reasons:

(i) The birth of the employee’s child and in order to care for the child;
(ii) The placement of a child with the employee for adoption or foster care;
(iii) To care for a spouse, child, or parent who has a serious health condition; or
(iv) The employee suffers from a serious health condition that renders the employee incapable of performing the functions of his or her job.

(2) The entitlement to leave for the birth or placement of a child for adoption or foster care will expire twelve months from the date of the birth or placement.

(c)(1) To request family and medical leave for the care of a child, parent, or spouse with a serious health condition, a statement and additional documentation containing the following information must be provided to the Commissioner of Education. Certification from a health care provider which includes:

(i) The date on which the condition commenced,
(ii) The probable duration of the condition,
(iii) The appropriate medical facts within the knowledge of the health care provider regarding the condition,
(iv) An estimate of time needed to care for the individual involved (including and recurring medical treatment), and
(v) A statement that the condition warrants the employee’s participation to provide care.

(2) To request family and medical leave for the care of any employee’s personal serious health condition, a statement and additional documentation containing the following information must be provided to the Commissioner of Education. Certification from a health care provider which includes:

(i) The date on which the condition commenced,
(ii) The probable duration of the condition,
(iii) The appropriate medical facts within the knowledge of the health care provider regarding the condition, and
(iv) A statement that the employee is unable to perform the functions of their position due to the condition.

(3) Additional certification in the form of the following is required for intermittent leave or for leave on a reduced leave schedule. Certification from a health care provider:

(i) The necessity for the intermittent leave or reduced schedule and the expected duration of such necessity, and
(ii) A listing of the dates of the planned medical treatment and the duration of the treatment(s).
(d)(1) Employees who serve principally in an instructional capacity, who request family and medical leave that is foreseeable based on planned medical treatment for more than twenty percent of the total number of working days in the period during which the leave would extend for care of a child, parent, or spouse who has a serious health condition or because the employee has a serious health condition may be required to elect either:

(i) To take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment, or

(ii) To transfer temporarily to an available alternative position offered by the employer for which the employee is qualified, and that has equivalent pay and benefits, and better accommodates recurring periods of leave than the regular employment position of the employee.

(2) Under certain conditions defined by the Family and Medical Leave Act the PSS may require an instructional employee who requests family and medical leave during the last five weeks of an academic term to continue the leave through the end of the term.

Modified, 1 CMC § 3806(e), (f), (g).


Commission Comment: The original paragraphs of subsections (b), (c) and (d) were not designated. The Commission designated subsections (b)(1) and (b)(2), (c)(1) through (c)(3), and (d)(1) and (d)(2).

In footnote 1, the Commission moved the comma after “condition” inside of the closing quotation mark. In subsection (d)(1)(ii), the Commission inserted the final period.

§ 60-30.2-765 Unpaid Training and Educational Leave

PSS employees who are either ineligible for paid training and educational leave or who wish to pursue their education on a full-time basis without financial assistance from the PSS, may be granted a leave of absence for a period of time not to exceed one year. Such employees shall have the right to return to a similar position as the one they previously held, upon the satisfactory completion of their leave. The employee will receive no service credit for the period of time spent on unpaid training and educational leave. The employee must receive prior, written approval from the Commissioner of Education before taking such leave.


§ 60-30.2-770 Leave Without Pay (LWOP)

The Commissioner of Education, if it is in the best interests of the PSS, may grant limited periods of leave without pay to employees who have used up all of their annual and any other leave and need more time away from work. The employee will receive no service credit for the period of time spent on leave without pay. Leave without pay must be approved in writing by the Commissioner of Education before it is taken, otherwise it will be considered absent without leave.

Modified, 1 CMC § 3806(f).
§ 60-30.2-775 Absent Without Leave (AWOL)

Absent without leave is absence from work without prior, appropriate authorization. Employees who are absent from work without prior approval, except in instances of serious bona fide emergencies, shall be not be paid for that time and may be subject to discipline, up to, and including possible employment termination. Tardiness shall be charged as AWOL.


§ 60-30.2-780 Advance Annual Leave

The Commissioner of Education may, for good reason, grant and employee who has been employed by the PSS for over three years, advance annual leave of up to a maximum of one-half of the total earnable leave credits for one year from the date the application is made. Subsequent earnings shall serve to replace the amount of advance leave granted and taken. An employee shall not be granted advance annual leave unless they have already exhausted all of their sick and annual leave.

Modified, 1 CMC § 3806(g).


Commission Comment: The Commission corrected the spelling of “grant” and “half.”

§ 60-30.2-785 Advance Sick Leave

The Commissioner of Education may, for good reason, grant an employee advance sick leave of up to a maximum of one-half of the total earnable leave credits for one year from the date the application is made. Subsequent earnings shall serve to replace the amount of advance leave granted and taken. An employee shall not be granted advance sick leave unless they have already exhausted all of their sick and annual leave.

Modified, 1 CMC § 3806(f).


Subpart D - Other Compensation

§ 60-30.2-790 Pay Differentials

(a) After-school differential, coaching differential, summer school differential and Saturday school differential may be paid to PSS personnel who meet all BOE teacher certification requirements, and have previously consulted and obtained approval from the COE. This differential shall be paid based on rates approved by the BOE, provided funds are available.
Persons receiving an after-school differential, coaching differential, summer school differential and/or a Saturday school differential shall not be eligible to receive overtime compensation. Coaches may receive a waiver of the certification requirement from the Commissioner for up to four years.

(b) Proposed differentials:

1. Coaches: $300/sports season
2. After-school: $30/daily (not to exceed 2 hrs)
3. Saturday: $60/half day session
4. Before school: $15/daily session (not to exceed 1 hr)
5. Summer school: $100/full day (6 periods)
   $60/half day (up to 4 periods)

(c) Professional development differential may be paid to PSS personnel exempt from the Fair Labors Standards Act who coordinate, facilitate or present at professional development seminars, workshops or trainings held on weekends or in the evening (after working hours) provided that the PSS staff coordinating, facilitating or presenting at the seminar, workshop or training have consulted and obtained the prior approval of the COE. This differential shall be paid based on rates approved by the BOE, provided funds are available. The PSS staff receiving this differential shall not be eligible to receive overtime compensation or extended day credits. This professional development differential shall be $100/day for Saturdays (four hours or longer seminar, workshop or training) and $30/evening (two hour or longer workshop or training after working hours).

(d) Teachers who take and pass the National Teacher Exam (NTE) are eligible for a one time pay differential of $3,000.

(e) Principals, vice principals, program managers and teacher aides who take and pass both the PRAXIS I and applicable PRAXIS II exams are eligible for a one time pay differential of $3,000.

(f) Pay Differentials for Hard to Fill Special Education Positions.

1. Doctorate Degree
   $10,000.00 pay differential for a doctorate degree specialty areas including but not limited to speech pathology, audiology, occupational therapy, physical therapy, and psychology. Specialty area must be stated as the degree awarded on the diploma or as the degree major on official college transcripts. Other approved specialty areas must be approved by the Special Education Coordinator, Associate Commissioner of Instructional Services, Human Resources Director and Commissioner of Education. Specialty area must be stated on the diploma or official college transcripts as a degree major. Pay differentials in this category will be paid out on a quarterly basis, or as determined by the Fiscal Budget Officer (Finance Director). Pay differentials are subject to pro-rata calculation should a complete 190-day contract not be met.

2. Related Service National Certification, Licensing Registration
   $8,000.00 pay differential for related service professional positions that are hard to fill, require a national registry exam for registry and licensure from a national association. Positions under this category are: ASHA certified audiologist, ASHA certified speech-language pathologist,
registered physical therapist, registered occupational therapist, and registered/licensed educational psychologist. Pay differentials in this category will be paid out on a quarterly basis, or as determined by the Fiscal Budget Officer (Finance Director). Pay differentials are subject to pro-rata calculation should a complete 190-day contract not be met.

(3) Masters Degree in Special Education
$8,000.00 pay differential for masters degree in special education, including but not limited to, specified specialty areas of special education, early intervention, early childhood special education, deaf education, visual impairments, severe disabilities, autism, multiple disabilities, serious social and emotional disturbances, behavioral and transition specialist. Specialty area must be stated on the diploma or official college transcripts as a degree major. Pay differentials in this category will be paid out on a quarterly basis, or as determined by the Fiscal Budget Officer (Finance Director). Pay differentials are subject to pro-rata calculation should a complete 190-day contract not be met.

(4) Bachelor's Degree in Special Education
$3,000.00 pay differential for bachelors degree in special education including, but not limited to, specified specialty areas of special education, early intervention, early childhood special education, deaf education, visual impairments, severe disabilities, autism, multiple disabilities, serious social and emotional disturbances, behavioral and transition specialist. Specialty area must be stated on the diploma or official college transcripts as a degree major. Pay differentials in this category will be paid out on a quarterly basis, or as determined by the Fiscal Budget Officer (Finance Director). Pay differentials are subject to pro-rate calculation should a complete 190-day contract not be met.

(5) Outside of 190-day contract
$75.00 per hour pay differential is for current and active Public School System related service professional employees, as defined under the Individuals with Disabilities Education Act of 2004 that are required to work outside the 190-day certified employment contract for example, on weekends or during non-instructional days. Category IV differential pay may be paid out provided that pre-approval of such pay is authorized by an immediate supervisor, the Human Resources Director and the Commissioner of Education.

(6) If an individual qualifies for two or more pay differentials, from the § 60.30.2-790(d)(1)-(5), only one pay differential which compensates at a higher rate will be allowed.

(g) A school employee, and who is assigned the responsibility of monitoring the school meal service at a public school, shall be eligible for a $10 per breakfast meal service period and $10 per lunch meal service period. This is subject to the prior approval of the Commissioner of Education. Any employee who is not exempt from the Fair Labor Standards Act, and is assigned to monitor school lunches, shall either be paid a flat fee of $10 or overtime, whichever is greater.

(h) Head Start teachers, teacher aides, and support staff, who are current employees of the CNMI Head start program, are eligible for a one time pay differential of $1,000 for those with two or more years of service or $500 if less than two years of service.

(i) Special education, early childhood special education, and early intervention teachers, working on a master's degree with specialization in autism, vision, hearing impairments, emotional disturbance, speech pathology, or other related fields will be eligible for a pay differential of $1,500 per semester for less than 12 credits per semester, or $2,400 per semester
for 12+ credits per semester, depending on the credit load completed. Payment of this pay differential is contingent upon the teacher remaining a full time teacher while pursuing a master's degree program.

(j) Principals and program managers serving as mentors and coaches for aspiring school leaders will be eligible for a $3,000 pay differential at the end of a one year mentorship, mentoring 1-2 new and aspiring school leaders at schools beginning in SY2016-2017.

(k) New and aspiring school leaders will be eligible for a $1,000 pay differential at the end of each year of the 3 year program and having completed the Board of Education School Administrator's certification, state-exams and required meetings and field experience.

(l) Special Education Psychologists, who are 190 day employees, will be eligible for a Summer Pay differential based on a fee for service to special children requiring psychological services during the summer as follows:

1. Standard Evaluation for special education eligibility (children 6-21 years old) $1,200 per child
2. Psychological Evaluation on ability and achievement, $150/hour
3. Standard Child development eligibility evaluation (children birth to 5 years old), $800 per child
4. Psychological Counseling/Interventions, $125/hour
5. Psychological Consultation with providers, $150/hour

Modified, 1 CMC § 3806(d), (f), (g).


**Due to a pagination error, page numbers 22819 through 23098 repeat in the 2004 Commonwealth Register.

Commission Comment: The Commission changed the capitalization of “Aspiring” in (k) pursuant to 1 CMC § 3806(f). The Commission inserted “year” after “each” and changed the semicolon to a period in (k), and changed “Psychologist” to “Psychologists” in (l) pursuant to 1 CMC § 3806(g).

Part 800 - Alcohol and Drug Free Workplace Policy and Regulations

§ 60-30.2-801 Policy Statement

(a) The Public School System of the Commonwealth of the Northern Mariana Islands (PSS) recognizes its commitment to our employees and the public we serve to take reasonable steps to assure safety in the workplace and in the community. PSS is concerned about the adverse affect alcohol and substance abuse may have on safe and productive job performance. We also recognize that any employee affected in his or her ability to perform safely and productively, due to physical and emotional problems or use or abuse of alcohol and other drug substances; jeopardizes the integrity of the workplace and the achievement of PSS’s mission.
(b) Accordingly, the Public School System shall implement a drug screening for all employees occupying safety sensitive positions and all prospective employees for such positions. All employees may be tested pursuant to the reasonable suspicion or post-accident requirements set forth in the accompanying regulations. PSS realizes that alcoholism, problem drinking and drug addiction are treatable illnesses. Therefore, we encourage employees who have problems with drugs or alcohol to utilize all available resources to resolve their problems before those problems affect their job performance.

(c) For information regarding this policy statement and the accompanying regulations in this part and for information regarding drug and alcohol abuse treatment in the Commonwealth, please contact the PSS Human Resources Officer.

Modified, 1 CMC § 3806(d).


Commission Comment: The original paragraphs were not designated. The Commission designated subsections (a) and (b).

§ 60-30.2-805 Definitions

For the purposes of this part, the following definitions apply:

(a) Accident. An event which causes
(1) A fatality,
(2) An injury to a person requiring professional medical treatment beyond simple at-scene first aid, or
(3) An economic loss, including property damage, greater than $2,500.00.

(b) Assessment. A determination of the severity of an individual’s alcohol or drug use problem and an analysis of the possible courses of treatment, made by an expert in the field of substance abuse.

(c) Breath Alcohol Concentration (B.A.C.). The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath testing device (E.B.T.).

(d) Breath Alcohol Technician (B.A.T.). An individual authorized to collect breath specimens under § 60-30.2-830(b) and who operates an E.B.T.

(e) Consulting Physician. A licensed physician retained or employed by the government to advise on drug testing.

(f) Drug. A substance
(1) Recognized in the official United States Pharmacopoeia, the official Homeopathic Pharmacopoeia of the United States, or the official National Formulary, or any supplement to any of them; or
(2) Intended for use in the diagnosis, cure, mitigation, treatment or prevention of disease in humans or other animals; or
(3) Other than food, minerals, or vitamins, intended to affect the structure or any function of the body of a human or other animal; or
(4) Intended for use as a component of any article specified in subsections (f)(1), (2), or (3) above. Devices or their components, parts, or accessories are not considered drugs under this definition.

(g) Evidential Breath Testing Device (E.B.T.). A device which is
(1) Approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath; and
(2) Is on the NHTSA’s Conforming Products List of E.B.T.s; and
(3) Conforms with the model specifications available from the NHTSA, Office of Alcohol and State Programs.

(h) Illegal Drug. A drug that
(1) Is not obtained legally, or
(2) Is knowingly used for other than the prescribed purpose or in other than the prescribed manner, or
(3) Is a “designer drug” or drug substance not approved for medical or other use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration.

(i) Invalid Test. A breath or urine test that has been declared invalid by a Medical Review Officer (M.R.O.), including a specimen that is rejected for testing by a laboratory for any reason. An invalid test shall not be considered either a positive or a negative test result.

(j) Medical File. The file containing an employee’s medical examination form, mental health referrals, alcohol and drug test results and other health related documents, maintained by the PSS Human Resources Office separate from an employee’s official PSS personnel folder.

(k) Medical Review Officer (M.R.O.). A licensed physician, appointed by the PSS, with specialized training in substance abuse disorders and in the use and evaluation of drug test results. The M.R.O. shall be the only person authorized to receive laboratory drug test results and shall be the primary contact for technical inquiries to the drug testing laboratory.

(l) Reasonable Suspicion. A perception based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of an individual or on specific facts, circumstances, physical evidence, physical signs and symptoms, or on a pattern of performance or behavior that would cause a trained supervisor to reasonably conclude that the individual may be under the influence of alcohol or illegal drugs while on duty.

(m) Safety Sensitive. A word describing activities which directly affect the safety of one or more persons, including the operation or maintenance of motor vehicles or heavy machinery or
the carrying of firearms. The Commissioner of Education shall identify all positions to be considered safety-sensitive positions due to the amount of time that the employee spends performing safety sensitive functions.

(n) Statement of Fitness for Duty. A written statement from a substance abuse professional (S.A.P.), certifying that the named employee is not dependent on alcohol or any drug to the extent such dependence will affect safe and productive work.

(o) Substance Abuse Professional (S.A.P.). A physician, psychologist, psychiatrist, or social worker with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders; or a counselor certified by the National Association of Alcoholism and Drug Abuse Counselors.

(p) Under the Influence. A condition where a person’s behavior, attention, or ability to perform work in the usual careful fashion has been adversely affected by the use of alcohol or drugs; intoxicated.

(q) Vehicle. A device in, upon or by which any person or property is or may be propelled or moved on a highway, on a waterway, or through the air.

Modified, 1 CMC § 3806(c), (d), (f), (g).


Commission Comment: In subsection (m), the Commission corrected the spelling of “maintenance.”

§ 60-30.2-810 Prohibited Conduct

(a) Sale, Purchase, Possession with Intent to Deliver, or Transfer of Illegal Drugs. No employee shall
   (1) Sell, purchase, or transfer;
   (2) Attempt to sell, purchase, or transfer; or
   (3) Possess with the intent to deliver, any illegal drug while on government property, in any government vehicle or on any government business.

(b) Possession of Illegal Drugs. No employee shall possess any illegal drug on government property, in any government vehicle, or while on government business.

(c) Possession of Open Containers of Alcohol. No employee shall possess an open container of alcohol in any vehicle while on duty or in any government vehicle at any time. No employee shall possess an open container of alcohol while at his or her workplace.

(d) Under the Influence of Alcohol or Illegal Drugs. No employee shall be under the influence of alcohol or any illegal drug when at work, or reporting to work with the intention of working. As used in this section, alcohol includes any alcohol found in any prescription or
nonprescription drug such as cough syrup. An employee is presumed to be under the influence of alcohol or an illegal drug if

1. The employee has a B.A.C. of 0.02 or more;
2. The employee has a detectable amount of any illegal drug in his or her urine;
3. The employee uses alcohol or any illegal drug while on call when the employee knows he or she may be called upon to perform safety sensitive functions; or
4. The employee uses alcohol or any illegal drug within four hours prior to reporting to work and expects to perform a safety sensitive duty.

(e) Refusal to Be Tested. No employee required to be tested for drugs or, alcohol under any provision of this part shall refuse to be tested. The following conduct shall be considered a refusal to be tested:
1. Refusing in writing to submit to testing after receiving clear and specific written notice of the requirement to be tested;
2. Refusing verbally, in front of at least two witnesses, to submit to testing after receiving clear and specific written notice of the requirement to be tested;
3. Failing to timely provide an adequate specimen for testing, without a valid medical explanation, after receiving clear and specific written notice of the requirement to be tested. An M.R.O. or consulting physician shall determine if there is any medical reason for failure to provide an adequate urine sample (shy bladder) or an adequate breath sample (shy lung);
4. Engaging in conduct that clearly obstructs the specimen collection process;
5. Failing to remain available for post-accident testing, or leaving the scene of an accident before a testing decision is made. An employee may leave the scene of an accident only to obtain necessary medical care or assistance in responding to the accident. If the employee leaves the scene, the employee must notify his or her supervisor as soon as possible of his or her location and reason for leaving the scene;
6. Consuming alcohol or illegal drugs after an accident and before a testing decision is made;
7. Failing to report, during the work shift in which an accident occurred, an accident which could have resulted in a testing decision; or
8. Failing to timely report to the specimen collection site after being informed of the requirement to be tested.

(f) Giving False Information. No employee shall give false information about a urine specimen or attempt to contaminate or alter the specimen.

(g) Refusal to Comply with Treatment Recommendations. No employee shall fail to comply with recommendations for treatment or after-care made by an M.R.O. or S.A.P. as a consequence of a prior positive drug or alcohol test result.

(h) Failure to Notify PSS of Conviction. No employee shall fail to notify the PSS Human Resources Officer of any criminal drug statute conviction, within five days of such conviction, if the violation of the criminal drug statute occurred while the employee was conducting government business, or while on or using government property.
(i) Supervisor’s Responsibility for Confidentiality. The Commissioner, the Human Resources Officer and all supervisors shall not knowingly disregard an employee’s right to confidentiality in matters relating to alcohol or drug testing or otherwise neglect his or her responsibilities under this part.

Modified, 1 CMC § 3806(d), (e), (f).


§ 60-30.2-815 Penalties and Consequences

(a) Disciplinary Action. An employee committing any act prohibited by § 60-30.2-810 shall be subject to an appropriate form of discipline, depending on the circumstances.

(1) Generally. Where an employee commits any act prohibited by § 60-30.2-810, without valid reason, the employee shall be disciplined up to and including removal. At a minimum, the employee shall receive a formal reprimand. If the prohibited act committed by the employee relates to the use or possession of alcohol or illegal drugs, the employee shall be referred to an S.A.P. for assessment and treatment.

(2) First offense, under the influence. An employee found to be under the influence of alcohol or illegal drugs in violation of § 60-30.2-810(d), for a first offense, shall not be subject to removal solely for being under the influence of alcohol or illegal drugs. However, if the person is also involved in an accident, depending on the circumstances, PSS may decide to initiate an adverse action for removal, even on a first offense.

(3) Serious offenses. The following acts, even for a first offense, will result in an immediate adverse action for removal in accordance with PSS disciplinary regulations:

(i) The sale, purchase, possession with intent to deliver, or transfer of illegal drugs, or the attempt to sell, purchase or transfer illegal drugs in violation of § 60-30.2-810(a);

(ii) Being involved in an accident resulting in a fatality while under the influence of alcohol or illegal drugs, in violation of § 60-30.2-810(d);

(iii) While performing and about to perform duties in a safety sensitive position, being under the influence of alcohol or illegal drugs, in violation of § 60-30.2-810(d);

(iv) An unexcused refusal to be tested, in violation of § 60-30.2-810(e);

(v) Giving false information, contaminating or attempting to contaminate a urine sample, in violation of § 60-30.2-810(f);

(vi) Failing to notify the proper authority of conviction for a drug offense in violation of § 60-30.2-810(h);

(vii) Testing positive for alcohol or illegal drugs within five years of a prior positive test; and

(viii) Breaching any term of a return to duty contract executed under the provisions of § 60-30.2-820(b).

(b) Information Concerning Treatment Options. Those employees not removed from PSS service after committing any act prohibited by § 60-30.2-810 shall be informed of resources available for evaluating and resolving problems associated with the use of alcohol and illegal drugs. At a minimum, the PSS Human Resources Officer shall give the names, addresses, and telephone numbers of local S.A.P.s and substance abuse counseling or treatment programs. The
employees will then be required to fulfill all the specified steps of treatment before being considered ready for return to duty.

(c) Report to Department of Public Safety. An employee committing any act prohibited by § 60-30.2-810(a) or § 60-30.2-810(b) shall be reported by PSS to the Department of Public Safety for the purpose of possible criminal prosecution.

(d) Duty/Pay Status Pending Adverse Action. Unless the employee was involved in an accident resulting in a fatality, an employee subject to an adverse action for committing any act prohibited by § 60-30.2-810, except for § 60-30.2-810(g), shall be allowed to remain on the job pending resolution of any proposed adverse action but shall not be allowed to perform a safety-sensitive function, even if that means assigning to the employee duties the employee would not otherwise be performing. An employee subject to, an adverse action for committing any act prohibited by § 60-30.2-810 who was involved in a fatal accident shall be placed on leave without pay pending resolution of the adverse action for removal.

Modified, 1 CMC § 3806(c), (f).


§ 60-30.2-820 Return to Work Procedures

(a) Prerequisites to Returning to Duty. No employee who has tested positive for the presence of alcohol or illegal drugs shall be allowed to return to work until the employee has:
(1) Complied with treatment recommendations of an M.R.O. or S.A.P. and been released for work by an S.A.P. in consultation, when appropriate, with the M.R.O. or a consulting physician;
(2) Tested negative in a subsequent test paid for by the employee for the presence of alcohol, if the removal from duty was due to alcohol use; or cocaine, marijuana, opiates, amphetamines, and phencyclidine, if the removal from duty was due to drug use; and
(3) Agreed to execute a return to duty contract.

(b) Return to Duty Contract. The return to duty contract shall include the following provisions:
(1) Aftercare. An agreement to comply with aftercare and follow-up treatment recommendations for one to five years, as determined appropriate by the employee’s S.A.P.;
(2) Follow-up testing. An agreement to unannounced alcohol or drug testing, depending on the substance which resulted in the removal from duty, paid for by the employee, for one to five years, as determined appropriate by the employee’s S.A.P., but there shall be no fewer than six tests in the first year after the employee returns to work;
(3) Compliance with rules. An agreement to comply with PSS regulations, rules, policies, and procedures relating to employment;
(4) Term. An agreement that the terms of the contract are effective for five years after the employee’s return to duty; and
(5) Breach of contract. An agreement that violation of the return to duty contract is grounds for termination.
§ 60-30.2-825 Testing Occasions

(a) Pre-employment Tests. At the time of application, persons applying for any safety sensitive position within PSS will be notified that any offer of employment is contingent upon a negative urine test. After receiving an offer of employment, the candidate shall be tested for the presence of cocaine, marijuana, opiates, amphetamines, and phencyclidine in the urine. The test shall be paid for by the candidate. Testing shall be in compliance with § 60-30.2-835, below. Applicants who were previously employed by the government and applicants who have had an offer for government employment withdrawn due to a previous positive urine test result, must also provide a written release of drug testing history for the two years immediately preceding the application date.

(1) No candidate for a safety sensitive position within PSS may be assigned to work in any position until he or she presents the results of a urine test, taken after the offer for employment has been made, that shows negative for the presence of cocaine, marijuana, opiates, amphetamines, and phencyclidine.

(2) If the candidate’s test result is positive for the presence of a tested drug, without a legitimate explanation, the offer of employment will be withdrawn.

(3) If the candidate presents a drug testing history showing a positive drug test within two years prior to the application date, the offer of employment will be withdrawn unless the candidate submits a statement of fitness for duty and agrees to execute an agreement similar to a return to duty contract described in § 60-30.2-820(b).

(b) Reasonable Suspicion Testing. Where there is a reasonable suspicion that any employee is under the influence of alcohol or drugs while at work or about to begin work, he or she shall, submit to a breath or urine test for the presence of alcohol, cocaine, marijuana, opiates, amphetamines, and phencyclidine, upon written notice from the employee’s supervisor. Except as otherwise provided, the PSS shall pay for the testing.

(1) Properly trained supervisor. Only a supervisor with PSS approved training in the physical, behavioral and performance indicators of probable drug and alcohol use is permitted to make reasonable suspicion testing decisions.

(2) Objective inquiry. The properly trained supervisor will observe the employee suspected of being under the influence of alcohol or illegal drugs. A decision to request testing shall be based on eye witness reports, facts of the event, and observed physical and behavioral characteristics of the employee. Prior to making the decision to require testing, the supervisor will question the employee in a private area to ascertain whether there are any reasons other than alcohol or drug use for any behavior observed.

(3) Verification. No employee shall be required to submit to a drug or alcohol test based on reasonable suspicion unless the need for the test is verified by a second properly trained PSS employee. The required verification shall be done in person.

(4) Transportation assistance. The employee shall be accompanied to the collection site by a supervisor or manager, and shall be provided transportation home from the collection site. If the
individual refuses and demands to drive his/her vehicle, the supervisor or manager shall notify the Department of Public Safety.

(5) Duty pending test results. Until the results of the drug and alcohol test are complete and verified, no employee tested based upon reasonable suspicion shall be allowed to perform or continue to perform a safety sensitive duty.

(6) Report. The supervisor ordering reasonable suspicion testing shall put in writing, in detail, the facts leading to the decision. This report shall be considered confidential and will be maintained in the employee’s medical file, which is confidential, until needed for disciplinary action. Only at that time will the report be filed in the employee’s official PSS personnel folder.

c) Post-accident Testing. As soon as practical after an accident any employee whose action or inaction may have contributed to the accident must submit to breath and urine tests for the presence of alcohol, cocaine, marijuana, opiates, amphetamines, phencyclidine, upon written notice from the employee’s supervisor. Except as otherwise provided, the PSS shall pay for the testing.

(1) Supervisor training. Only a supervisor with PSS approved training in the physical, behavioral, and performance indicators of probable drug and alcohol use is permitted to make post-accident testing decisions.

(2) Objective inquiry. A supervisor’s decision to request testing shall be based on eye witness reports, facts of the event, and observed physical and behavioral characteristics of the employee. The properly trained supervisor shall require the driver of any government vehicle or the operator of any government equipment involved in the accident to be tested.

(3) Transportation assistance. The employee shall be accompanied to the collection site by a supervisor or manager, and shall be provided transportation home from the collection site. If the individual refuses and demands to drive his/her vehicle, the supervisor or manager shall notify the Department of Public Safety.

(4) Duty pending test results. Until the results of the drug and alcohol test are complete and verified, no employee reasonably suspected of having been under the influence of alcohol or drugs at the time of the accident shall be allowed to perform or continue to perform a safety-sensitive duty.

(5) Report. The supervisor ordering post-accident testing shall put in writing, in detail, the facts leading to the decision. This report shall be considered confidential and will be maintained in the employee’s medical file, which is confidential, until needed for disciplinary action. Only at that time will the report be filed in the employee’s official PSS personnel folder.

d) Random Testing. During each calendar year randomly selected employees performing safety sensitive functions will be required to submit to breath tests for alcohol and urine tests for cocaine, marijuana, opiates, amphetamines, and phencyclidine. The testing will be done during on-duty time. Except as otherwise provided, the PSS shall pay for the testing.

(1) Method of selection. Employees will be selected by a statistically valid method such as a random number table or computer-based random number generator that is matched with employee social security numbers, payroll identification numbers, or other comparable identifying numbers.

(2) Number to be tested. No more than twenty five percent of all employees performing safety sensitive functions in PSS each year shall be required to submit to breath alcohol testing and no more than fifty percent shall be required to submit to urine testing. The actual percentage
will be determined at the beginning of each fiscal year for each department or agency by the PSS Human Resources Officer, in consultation with the Commissioner of Education or designee and the M.R.O. after reviewing PSS’s prior positive testing rates, reasonable suspicion and post accident events, and referrals for service.

Modified, 1 CMC § 3806(c), (e), (f).


§ 60-30.2-830 Collecting and Testing Breath Specimens

(a) Collection Site. Breath specimens shall be collected only at a site approved by the Commissioner of Education or at the scene of an accident if proper equipment and personnel can be made immediately available.

(b) Collection Protocol. Breath specimens shall be collected only by a B.A.T. trained in the collection of breath specimens at a course approved by the United States Department of Transportation in accordance with standard collection protocols as specified in 49 CFR, part 40(C) “Procedures for Transportation Workplace Drug Testing Programs - Alcohol Testing,” except as otherwise provided in this section. However, the M.R.O. or a consulting physician, when requested, may assist in facilitating the collection for post-accident testing.

(c) Confirming Test. Breath specimens shall first be subjected to a screening test for alcohol. If that test indicates a probable breath alcohol concentration of 0.02 or greater, a second test, confirming the first and providing quantitative data of alcohol concentration, shall be performed. An alcohol test shall be considered positive when both the screening test and the confirming test show a B.A.C. of 0.02 or greater.

(d) Results. The breath test results shall be transmitted by the B.A.T., in a manner to assure confidentiality, to the employee, to the Commissioner of Education and the PSS Human Resources Officer.

(e) Confidentiality. Other than as specified above, no person involved in the testing process shall release the results of breath tests to any other individual without a written release from the tested employee.

(f) Invalid Test. If the Commissioner of Education determines that the test is invalid, using the factors found at 49 CFR, part 40.79, the test result shall be reported as negative.

(g) Statistical Reporting. The B.A.T. shall compile statistical data that is not name-specific, related to testing results. The B.A.T. shall release the statistical data to the Commissioner of Education upon request.

Modified, 1 CMC § 3806(f).
§ 60-30.2-835 Collecting and Testing Urine Specimens

(a) Collection Site. Urine specimens shall be collected only at a site approved by the Commissioner of Education.

(b) Collection Protocol. Urine specimens shall be collected by persons trained in the collection process developed by the Substance Abuse and Mental Health Service Administration, United States Department of Health and Human Services, in accordance with standard collection protocols as specified in 49 CFR, part 40(B), “Procedures for Transportation Workplace Drug Testing Programs Drug Testing” except as otherwise provided in this section. However, the M.R.O. or a consulting physician, when requested, may assist in facilitating the collection for post-accident testing.

(c) Splitting Sample.
   (1) After collecting a sample of the employee’s urine, the sample will be split into two specimens. Both specimens will be shipped to the laboratory selected for performing tests for PSS.
   (2) One specimen, called the primary specimen, shall be tested for the PSS. The other specimen, called the secondary specimen, shall be the property of the employee, to be tested only upon request of the employee.

(d) Confirming Test. Primary urine specimens shall first be subjected to a screening test. Only if the screening test shows positive for the presence of prohibited drug, will a second test be conducted on the same urine specimen to identify the presence of a specific drug or metabolite, using a gas chromatography/mass spectrometry (GC/MS) test. No drug test shall be considered positive unless both the screening test and the confirming test show the presence of one or more of the drugs tested.

(e) Results. The laboratory conducting the urine test shall give the results only to the M.R.O. The M.R.O. shall discuss the test result with the tested individual.

(f) Invalid Test. If the M.R.O. decides that the test is invalid, the candidate or employee shall immediately submit another urine specimen for testing.

(g) Employee Test. If the PSS’s test shows positive for the presence of a specific drug or drugs, the employee may request that the M.R.O. have the secondary specimen tested at another laboratory certified by the United States Department of Health and Human Services, for the presence of the drug or drugs found in the primary specimen.
   (1) The employee must make the request, in writing, within 72 hours of receiving notice of the result of the PSS’s test.
   (2) The results of the second test shall be given to the M.R.O. who shall discuss the results with the employee.
   (3) The employee shall pay for the cost of the second test.
(h) Alternative Explanations for Positive Test Results.
(1) Upon receiving a report of a positive test result, the M.R.O. shall determine if there is any alternative medical explanation for the result, including the use of prescribed medication by the employee. Such a determination shall be based on information received from the employee such as the tested individual’s medical history and records. If the M.R.O. determines it to be necessary, he or she may request pertinent analytical records from the laboratory or require a re-analysis of the specimen.
(2) The M.R.O. shall report the urine test result as negative and shall take no further action if he or she determines:
(i) There is a legitimate medical explanation for a positive test result, other than the use of the specific drug; or
(ii) Based on a review of laboratory inspection reports, quality assurance and quality control data, and other drug test results, the positive drug test result is scientifically insufficient for further action.

(i) Illegal Use of Opium. If the GC/MS does not confirm the presence of 6 monoacetylmorphine, the M.R.O. shall determine whether there is clinical evidence, in addition to the urine test result, of illegal use of any opium, opiate or opium derivative.

(j) Report to PSS. The M.R.O. shall report all positive and negative urine drug test results, in a manner to assure confidentiality, to the PSS Human Resources Officer and the Commissioner of Education.

(k) M.R.O. and Confidentiality. Other than as specified above, the M.R.O. shall not release the results of drug tests to any other individual without a written release from the tested employee.

(l) Statistical Reporting. The M.R.O. shall compile statistical data, that is not name-specific, related to testing and rehabilitation. The M.R.O. shall release the statistical data to the Commissioner of Education upon request.

Modified, 1 CMC § 3806(f).


§ 60-30.2-840 Employee Awareness and Rehabilitation

(a) Employee Awareness Training. All employees shall receive information concerning the effects and consequences of drug and alcohol use on personal health, safety, and the work environment; the manifestations and behavioral clues indicative of drug and alcohol use; and the resources available to the employee in evaluating and resolving problems associated with the use of illegal and legal drugs and alcohol.
(b) Employees Seeking Voluntary Assistance. All employees shall be allowed to voluntarily seek assistance for alcohol or drug use at any time prior to being required to be tested under the reasonable suspicion, post-accident or random testing procedures.

(1) Referrals. Employees may request referral to an S.A.P. for treatment, may refer themselves, or may be referred by a supervisor as part of a performance counseling. Such referrals shall only be made a part of the employee’s medical file and shall not be a part of the employee’s official PSS personnel folder. Referrals shall be kept confidential.

(2) Voluntary referrals. Employees who voluntarily seek assistance in dealing with drug and alcohol problems or accept referrals, before job performance is compromised, shall be provided the same leave benefits for recommended treatment as provided for any other health problem.

(3) Accountability for job performance. Regardless of participation in or requests for referrals, employees shall be held accountable for acceptable job performance. In no case where job performance has been compromised will disciplinary action be waived for employees asking for assistance and referral. However, such requests may be considered a mitigating factor in determining the appropriate form of discipline.

(c) Job Security Maintained. Employees shall not have job security or promotional opportunities jeopardized solely because of a request for a drug or alcohol treatment referral.

(d) Required Documentation. Although voluntary referrals or referrals made prior to testing are kept strictly confidential, documentation of poor performance or disciplinary actions taken due to drug or alcohol abuse shall be included in the employee’s official PSS personnel folder.

Modified, 1 CMC § 3806(f).


§ 60-30.2-845 Disseminating Information on Regulation

(a) Distribution to Employees. All current employees shall receive a copy of the regulations in this part at least thirty days before the implementation date. New employees hired after the effective date of these regulations will be given a copy of this policy at the time of hire. Each employee shall sign a form prescribed by the PSS Human Resources Officer which acknowledges the receipt of these regulations and the employee’s understanding that he or she is bound by the regulations. This acknowledgment shall be kept in the employee’s official PSS personnel folder.

(b) Posting. These regulations will be posted in all workplaces for at least sixty days following their implementation.

Modified, 1 CMC § 3806(d), (e), (f).


§ 60-30.2-850 Record Retention and Reporting Requirements
(a) Administrative Records. Records relating to the administration of the regulations in this part, including policy and program development, employee awareness training, supervisory training, collection site training, program administration, and calibration documentation, shall be kept by the PSS Human Resources Office and the M.R.O. for five years.

(b) Records Relating to Collection Process. Records relating to the breath and urine collection process shall be kept by PSS, the M.R.O., and the specimen collector at the collection site for two years.

(c) Refusals, Referrals and Test Results. PSS shall keep a copy of all records of refusals to be tested, breath and urine test results, and referrals to an S.A.P. in the employee’s official PSS personnel folder, at least until such time as disciplinary action is taken. The M.R.O. shall keep a copy of all urine test results and the B.A.T. shall keep a copy of all breath test results in a manner to assure confidentiality. No test results shall be available for use in a criminal prosecution of the employee unless the employee consents or the court orders the release of the results.

(1) Positive test result records, records of refusals to be tested and referrals to an S.A.P. shall be kept for five years.

(2) Negative test result records shall be kept for a period of one year.

(d) Report to Federal Contract Agency. To comply with the Drug Free Workplace Act of 1988, 41 U.S.C. § 702(a)(1)(E), the Commissioner of Education shall notify the federal contracting agency of the conviction of any employee for selling, manufacturing or dispensing any illegal drug on government business property or government time, within 10 days of the conviction.

Modified. 1 CMC § 3806(d), (e), (f).


Commission Comment: The following form appeared at the end of this part:

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
STATE BOARD OF EDUCATION
PUBLIC SCHOOL SYSTEM

P.O. Box 501370, Saipan, MP 96950
Tel. Nos.: (670) 664-3727/3700
Fax No.: (670) 664-3711/3798

ACKNOWLEDGEMENT FORM FOR THE
ALCOHOL AND DRUG FREE WORKPLACE POLICY

I __________________ do hereby acknowledge the (Applicant or Employee) receipt of the Public School System’s Alcohol and Drug Free Workplace Regulations. I understand that I am required to comply with the requirements of these regulations.

_______________________  ______________________
Part 900 - Performance Evaluation Rubric and Process for Teacher Evaluation

§ 60-30.2-901 Purpose

(a) To assess classroom teachers in relation to the CNMI Public School System “professional teaching standards” and to design a plan for professional growth. The performance evaluation shall be conducted on a yearly basis, on the respective classroom teacher’s anniversary date.

(b) The principal or designee will conduct the evaluation process in which the teacher will actively participate through the use of self-study assessment, reflection, presentation of artifacts, and classroom demonstration.

Modified, 1 CMC § 3806(a), (f), (g).


Commission Comment: The Commission designated the subsections in this section, which were not designated in the original and added the period at the end of subsection (b).

§ 60-30.2-905 Process

The CNMI Public School System Classroom Teacher Evaluation Process shall include the following steps:

(a) Training − before participating in the evaluation process, all teachers, principals, designated evaluators, and a peer evaluation must complete training on the evaluation process.

(b) Orientation − within 3 weeks of a teacher's first day of work in any school year, the principal will provide the classroom teacher with a copy of or directions for obtaining access to a copy of

(1) The rubric for evaluating CNMI Public School System classroom teachers;
(2) This policy; and
(3) A schedule for completing all the components of the evaluation process
(4) Copies may be provided by electronic means.

(c) Teacher self-assessment using the rubric for evaluating CNMI PSS teachers, he or she shall rate his or her performance at the beginning of the year and reflect on his or her performance throughout the year.
(d) **Pre-observation Conference**

(1) The first observation shall be a formal, announced observation; before the first observation, the principal shall meet with the teacher to discuss the teacher's self-assessment based on the rubric for evaluating CNMI PSS teachers; the teacher's most recent professional growth plan, and the classroom demonstration observed. The teacher will provide the principal with a written description of the lesson(s). The goal of this conference is to prepare the principal for the observation. Pre-observation conferences are not required for subsequent observations.

(e) **Observations**

(1) A formal observation shall last at least an entire class period

(2) New teachers (0-4 years) – 3 formal observations and one peer to peer

(3) Seasoned teachers (5 and up) – an evaluation cycle for this group of teachers must be developed to include one formal observation annually. May adjust the schedule for the summative evaluation of a seasoned teacher whenever it is deemed necessary; at least 2 observations during the employment contract of the teacher. *

* As stated in original

(f) **Post Observation Conference** – the principal shall conduct a post conference no later than ten days after the observation. During the post observation conference, the teacher and principal shall discuss the document on the rubric, the strengths and weaknesses of the teacher's performance during the observed lesson.

(g) **Summary Evaluation Conference and Scoring the Teacher Summary Rating Form** – prior to the end of the school year and in accordance with the timelines; the principal shall conduct a summary evaluation conference with the teacher. During the summary evaluation conference, the principal and teacher shall discuss the teacher's self-assessment, the teacher’s most recent professional growth plan, the components of the CNMI PSS teacher evaluation process completed during the year, classroom observations, artifacts submitted or collected during the evaluation process and other evidence of the teacher's performance on the rubric.

(h) **At the conclusion of the CNMI PSS teacher evaluation process, the principal shall**

(1) Give a rating for each element in the rubric

(2) Make a written comment on any element marked “not demonstrated”

(3) Give an overall rating of each standard in the rubric

(4) Provide the teacher with the opportunity to add comments to the teacher summary rating form

(5) Review the completed teacher summary rating form with the teacher; and

(6) Secure the teacher's signature on the record of teacher evaluation activities and teacher summary rating form

(7) Submit the completed evaluation form to Human Resource Office.

(8) The completed teacher evaluation rating forms and justification for renewal are to be attached to employment contract renewals for all teachers.

Modified, 1 CMC § 3806(a), (f), (g).

Commission Comment: The Commission added periods at the end of each subsection but left punctuation as stated in the original for subparts of each subsection ((1), (2) etc.). The Commission designated subsections (a)(4) and (h), which were not so designated in the original. The Commission changed “teachers’ most recent” to “teacher’s most recent” in (g). The Commission changed “rubrics” to “rubric” in (h)(1) and changed “non demonstrated” to “not demonstrated” in (h)(2) to correct manifest errors.

§ 60-30.2-910 Individual Growth Plans

Teachers who are rated “proficient” on all the standards on the teacher summary rating form shall develop an individual growth plan designed to improve performance on specifically identified standards and elements with the goal of achieving a “distinguished” rating on all standards.

Modified, 1 CMC § 3806(f).


§ 60-30.2-915 Monitored Growth Plans

(a) A teacher shall be placed on a monitored growth plan whenever he or she:
(1) Is rated “developing” on one or more standards on the teacher summary rating form and he or she;
(2) Is not recommended for dismissal or nonrenewal.

(b) A monitored growth plan shall, at a minimum, identify the standards and elements to be improved, the goals to be accomplished and the activities the teacher should undertake to achieve proficiency, and a timeline which allows the teacher one school year to achieve proficiency. A monitored growth plan that meets those criteria shall be deemed to satisfy the requirements of the Teacher Evaluation System.

Modified, 1 CMC § 3806(a), (f), (g).


Commission Comment: The Commission added periods at the end of each subsection, added the comma after “minimum” and changed “a monitored growth plans” to its singular form in subsection (b) to correct manifest errors. The Commission designated subsections (a) and (b), which were not so designated in the original.

§ 60-30.2-920 Directed Growth Plans

A teacher shall be placed on a directed growth plan whenever he or she:

(a) Is rated
(1) “not demonstrated” on any standard on the teacher summary rating form; or
(2) “developing” on one or more standards on the teacher summary rating form for two consecutive years; and
(3) Is not recommended for dismissal or non-renewal.
(b) The directed growth plan, shall at a minimum, identify the standards and elements to be improved, the goals to be accomplished, the activities that teacher shall complete to achieve proficiency, a timeline for achieving proficiency within one school year. A directed growth plan that meets those criteria shall be deemed to satisfy the requirements of the Teacher Evaluation System.

Modified, 1 CMC § 3806(a), (f), (g).


Commission Comment: The Commission added periods at the end of each subsection and changed “one of more” to “one or more” in (a)(2) to correct manifest errors. The Commission designated subsections (a) and (b), which were not so designated in the original.

§ 60-30.2-925 Effective Dates

(a) Effective school year 2010-2011, the PSS shall provide orientation, training seminars and establish a teacher/administrator focus group to identify artifacts and a list of evidence to be used with the Teacher Evaluation System.

(b) Effective school year 2011 -2012, all teachers in the CNMI Public School System will be evaluated using the PSS Teacher Evaluation System and this policy.

Modified, 1 CMC § 3806(a), (f), (g).


Commission Comment: The Commission added periods at the end of each subsection and changed “established” to “establish” in (a) to correct manifest errors. The Commission designated subsections (a) and (b), which were not so designated in the original.
Exhibit A

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 a person’s sex, sexual orientation, race, color, religion, national origin, age disability, or in retaliation for the exercise of any of these rights. 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

PERSONAL DATA

Name _____________________________ Social Security No._________________

Current Address:

Street Address/Box Number City State Zip

Permanent Address:

____________________________________________________ (Leave blank if the same as your current address)

Daytime Phone at Which You Can Be Reached: (___)____________________

Evening Phone at Which You Can Be Reached: (___)____________________

Are you a CNMI Government retiree? ___Yes ___No

POSITION(S) APPLIED FOR:

____________________________________________________

Type of Work Desired: _____ Full Time _____ Part Time _____ Temporary (check one)

Salary Desired: $ ____________________ per ______________________ (monthly/year/hour)

GENERAL INFORMATION

1. Have you ever applied for a job with PSS in the past? If yes, please give ___ Yes ___ No the date of application and the position for which you applied. State your
name at the time, if different from your present name.

2. Have you ever been employed by PSS in the past? If yes, please give dates of employment, and position(s) held. State your name while employed, if different from your present name. ___ Yes ___ No

3. If hired, will you be able to work during the usual hours and days required for the position(s) for which you are applying? If no, explain on a separate sheet of paper and attach it. ___ Yes ___ No

4. Do you have any commitments to another employer that might affect your employment with PSS? If yes, explain on a separate sheet of paper and attach it. ___ Yes ___ No

5. If hired, can you furnish proof that you are 18 years of age or older? If no, explain on a separate sheet of paper and attach it. ___ Yes ___ No

6. If hired, can you furnish proof that you are eligible to work in the Commonwealth of the Northern Mariana Islands as a resident worker (U.S. citizen, national, spouse of a U.S. citizen or national, or Compact of Free Assn. citizen)? If no, please indicate your citizenship: ___ Yes ___ No

7. Do you have a teaching certificate? If not, state whether you expect to be awarded one and when: ___ Yes ___ No

8. Have you ever had any adverse action or any disciplinary action with regard to your teaching certificate or employment in any teaching capacity taken or proposed against you? If yes, explain on a separate sheet of paper and attach it. ___ Yes ___ No

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

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. ___ Yes ___ No

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. ___ Yes ___ No
12. Have you received a copy of the Regulations for the Public School System Employment of Certified Personnel?  

13. **EMPLOYMENT HISTORY**

<table>
<thead>
<tr>
<th>PRESENT &amp; FORMER EMPLOYERS</th>
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<tbody>
<tr>
<td>(List Most Recent First)</td>
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<tr>
<td><strong>YES</strong> <strong>NO</strong></td>
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<tr>
<td>Company Name</td>
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<tr>
<td>Job Title &amp; Duties</td>
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<td>Address</td>
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<td>Dates of Employment</td>
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<td>From</td>
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<td>To</td>
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<td>City, State, Zip</td>
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<td>Reason for Leaving</td>
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<tr>
<td>Supervisor (and phone number, if known)</td>
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<tr>
<td>Your Name When Employed, If Different From Present Name</td>
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<tr>
<td>Company Name</td>
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<td>Job Title &amp; Duties</td>
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<td>Address</td>
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<td>City, State, Zip</td>
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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.)

<table>
<thead>
<tr>
<th>Time Period(s)</th>
<th>Reason(s) for Unemployment</th>
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</thead>
</table>
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

<table>
<thead>
<tr>
<th>SCHOOLS ATTENDED</th>
<th>NAME OF SCHOOL AND LOCATION (HIGHEST GRADE COMPLETED)</th>
<th>DID YOU GRADUATE?</th>
<th>DEGREE/ DIPLOMA/ CERTIFICATE</th>
<th>GRADE POINT AVERAGE</th>
<th>MAJOR COURSES OF STUDY</th>
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<td>HIGH SCHOOL(S)</td>
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<td>DO NOT ANSWER</td>
<td>DO NOT ANSWER</td>
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<td>TECHNICAL, BUSINESS OR MILITARY TRAINING</td>
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<td>COLLEGE OR UNIVERSITY</td>
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<td>GRADUATE SCHOOL</td>
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ADDITIONAL JOB RELATED SEMINARS, SHORT COURSES, WORKSHOPS, OR OTHER EDUCATIONAL EXPERIENCES:

15. MILITARY EXPERIENCE

A. Have you served in the U.S. military? ___ Yes ___ No
B. If so, list the branch and highest rank obtained:

C. Dates: From ___________________________ to ___________________________
D. Discharge: ___ Honorable ___ Other (explain)
16. REFERENCES: LIST THREE INDIVIDUALS WHO ARE NOT FORMER EMPLOYEES OR RELATIVES

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>PHONE NUMBER</th>
<th>OCCUPATION</th>
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</tbody>
</table>

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.

Date: ______________________  Signature: ______________________________

Consent to Investigate Criminal Records/Agreement to Notify PSS of Crime Info.:

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. I also agree to notify PSS within fifteen days if I should be charged or convicted of any crime, while my job application is pending or, if hired, during my period of employment.

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: _________________________ 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: ________________________________________________

Agreement that C.N.M.I. Law and Courts Govern the Application Process:

I agree that the laws of the Commonwealth of the Northern Mariana Islands shall govern all aspects of my applying for a job with the PSS and that any legal or equitable action I may bring regarding my applying for a job and/or any matters related to this process shall be brought in the Commonwealth of the Northern Mariana Islands Courts of Law only.

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 I have interviewed _________________________ in person or via telephone (circle one) on this date and that (s)he has voluntarily executed the following waivers and notices:

1. Representation That Application Is Filled Out Truthfully.
2. Consent to Investigate Criminal Records/Agreement to Notify PSS of Crime Info.
5. Consent to Physical Examination and Review of Medical Records.
6. Consent to Drug Testing.
7. This Is An Application -- Not A Contract.
8. Agreement that C.N.M.I. Law and Courts Govern
9. A Medical Examination Is Required For This Job.
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 along with a local criminal records clearance. 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 Human Resources 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 Human Resources 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.

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 conditioned upon 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 and submit satisfactory documentation of the results of the physical examination.

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 completed fingerprint cards must be submitted along with a completed application form. 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. A decision by the Certification Committee will rendered within 60 days of the filing of a completed application along with all necessary documentation. During the interim, the Human Resources Officer will grant you a temporary certificate so that you may work. The basic certificate will be valid for a period of time equaling the term of your initial contract with the PSS, 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.

In general, transportation to the CNMI is provided to off-island hires. Airfare from the point of hire to the island assigned for work and three days of hotel accommodations and meal allowances are provided for employees and up to three of their dependants who do not already have a place to stay on island. Housing allowances are no longer provided to Certified employees. 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 Human Resources 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.
Modified, 1 CMC § 3806(g).


Commission Comment: The Commission corrected the spelling of “salary,” “and,” and “determining.” The Commission corrected the URL “http\www.saipan.com” to “http://www.saipan.com” pursuant to 1 CMC § 3806(g).

Exhibit B

Intent to Offer Certified Employment Letter

(Date)
Applicant’s Name
Street Address
City, State, Zip Code

Re: Intent to Offer Certified Employment

Dear (Applicant):

Congratulations. 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 unforeseen 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 via telephone at (670) 664-3700 or via facsimile at (670) 664-3707.

Very truly yours,

______________________________
PSS Human Resources Officer

Modified, 1 CMC § 3806(g).


Commission Comment: The Commission corrected the spelling of “unforeseen.”
Exhibit C
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 preschool, 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 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 _______________, at ________________ school.
   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: ___________ .
   e. Grades/Subject matter(s) generally to be taught:______________________________________ _______________________________________

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 lawful rules, regulations and policies 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 qualified throughout the contract term, for certification as a teacher or librarian, as applicable.
   e. To perform such other and further duties as required by the Commissioner of Education and his/her subordinates 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. If this is an initial contract as defined by § 1302(a)(1)(i) of the Certified Regulations, 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.

4. WORK SCHEDULE: The Employee shall work three hundred eighty (380) days, as defined by § 1403 of the Certified Regulations, during a two-year contract term as assigned by PSS. For contracts of less than a two year period, the required number of work days shall be pro-rated at the same ratio of work days to off-track days. 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 Commissioner. 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 § l(b) per annum for two years, which total sum shall be payable in 52 equal bi-weekly installments. If the contract is for less than two years the employee shall be paid a prorated portion thereof as determined by the number of days to be worked multiplied by 1/190th of the annual salary listed in § 1(b). 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 an approximately 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 that this Contract does not change that law.
   a. The following Contract modifications apply to CNMI Government Retirees, Substitute Teachers and Substitute Librarians:
      (1) Section l(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 Human Resources 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.

7. WORK ASSIGNMENT: Employee may be assigned by PSS to teach at any school, to teach any grade and to teach any subject matter as listed in § 1(a) & (e) of this contract, subject to the requirements set forth in § 1404 of the Certified Regulations.

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, not the PSS, makes available health insurance and life insurance coverage for its employees. These are group policies in which the Employee, at his or her 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 subject to the conditions set forth by regulation or executive order. One hour of unused annual leave will be paid for at the rate of 1/2,080th of Employee’s annual salary upon the accumulation of 360 hours of annual leave or upon Employee’s separation from PSS.

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 set forth in section 1(b) of this contract, 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, paychecks or lump sum annual leave payments. 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. The PSS shall concur with an employee’s request to abandon or leave employment with the PSS if, the reason the employee is leaving employment with the PSS is because of the death of their spouse, child, sibling, or parent or because the employee or their spouse, child, sibling or parent is domiciled with them and suffers from a “serious health condition” as defined by § 7311 of the Certified Regulations, which cannot be adequately treated in the Commonwealth. By concurring, the PSS agrees not to seek compensation for the ten percent liquidated damages or expatriation expenses owed pursuant to the Off-Island Hire Terms and Conditions.

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 PSS’s certified 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 Contract, 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.

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 and the Regulations for the Public School System Employment of Certified Personnel 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 Certified Regulations. 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. These requirements do not preclude Employee from filing a complaint with a
government agency charged with enforcing provisions of law (such as the EEOC), prior to completing the prosecution of a grievance through the PSS’s grievance process.

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) and this is the first contract the employee is entering into with the PSS, then the Off-Island Hire Terms and Conditions of Employment, which must be attached hereto, apply to this Contract. Off-island terms and conditions carry over from contract to contract, regardless of whether they are attached to renewal contracts. Employee is not entitled to receive any housing benefits.

19. FORMATION OF CONTRACT: This contract form is not valid unless signed by all the parties indicated by the signature blanks. All PSS 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: If this contract is not for renewal of employment with the PSS 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.

HUMAN RESOURCES 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 Human Resources 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 description, application, and resume are attached if required.

Date: ___________ ________________________________

PSS Legal Counsel

CONTRACTING PARTIES

FOR PSS:

Date: ___________ ________________________________

COMMISSIONER OF EDUCATION

FOR THE EMPLOYEE:

Date: ___________ ________________________________

EMPLOYEE

Modified, 1 CMC § 3806(g).


Commission Comment: In section (1)(d), the Commission corrected the spelling of “calendar.”

Exhibit D

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 Human Resources 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 Human Resources 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.

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.

2. Expatriation: 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 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 the CNMI within six months of expatriation, 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.

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.

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 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.

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 three pages.

For the Employer:

_______________________________  Date: _________________
Commissioner of Education
This Data Must Be Filled Out Before The Employee Signs The Addendum

Point of Hire: ________________________________  (To be filled out by Human Resources Officer.)

Dependents:

<table>
<thead>
<tr>
<th>Name</th>
<th>Age</th>
<th>Relationship</th>
</tr>
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<tbody>
<tr>
<td>1. ____________</td>
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<td>5. ____________</td>
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<td>____________________________</td>
</tr>
</tbody>
</table>

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.

________________________________          Date: ________________
Employee


Exhibit E
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. If you are applying for a Basic Certificate, 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, written verification from the PSS Human Resources Office that you have submitted two complete fingerprint cards to them previously, and a $35 check or money order written to the “CNMI Board of Education Certification Fund”. If you are applying for an Intermediate Certificate and have applied for a Basic Certificate and submitted all of the above information previously, please see § 2303 of the Certified Employee Personnel Regulations regarding what needs to be submitted. Please note that 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

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.

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

APPLICATION FOR BASIC OR INTERMEDIATE TEACHING CERTIFICATE
SECTION 1. PERSONAL INFORMATION
(PLEASE PRINT OR TYPE USING BLACK INK)

Social Security Number _______ - _______ - _______
Date of Birth____________________

Applicant’s Full Legal Name _____________________________
First Middle &/or Maiden Last

Former Name(s):
(Including first, last, or Maiden) ____________________________________________
____________________________________________

Mailing Address ____________________________________________
Street or P.O. Box Number City State Zip Code

Home Phone (__)___________
Work Phone (___)______________

Sex _______ Height _____ Hair Color _____________ Weight _____________ Eye Color _____________

Circle which Certificate you are applying for. BASIC INTERMEDIATE

SECTION 2. CHARACTER AND FITNESS

Answer each question by checking the “yes” or “no” line, whichever is true. If you answer yes to any question please attach a full explanation of your answer.

1. Have you ever held a C.N.M.I. Basic Teaching Certificate Before? _____ _____

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. Have you ever been convicted of any felony or misdemeanor offense, including pleading nolo contendere, in the CNMI or in any other state or place? If you answered Yes you must complete the “Criminal Conviction” form for each conviction and return it with this application. _____ _____

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? _____  _____

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

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? _____  _____

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, civil penalties, and criminal prosecution.

By signing this form I authorize the Certification Committee to investigate all aspects of the 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, acquaintances, and state certification personnel regarding my previous personal and employment history, and also medical personnel regarding my physical examination and pertinent medical records.

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

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
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 Number _________ - _______ - __________
Date of Birth ____________________________

Applicant’s Full Legal Name _____________________________
Former Name(s) ___________________________________
First Middle &/or Maiden Last

Mailing Address
Street or P.O. Box Number City State Zip Code

State Type of Credential
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

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 person ever been, subject to any type of disciplinary or adverse action against any credential held by this individual authorizing school teaching or service? Yes ___ No ___

3. Has this individual ever had any credentials authorizing school teaching or service reproved, suspended, revoked, voided, denied, and/or otherwise rejected for cause? Yes ___ No ___

4. Are you aware of any information which indicates that this employee left employment to avoid dismissal? Yes ___ No ___

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

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.

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: ______________________________

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: ________________________________
Modified, 1 CMC § 3806(g).


Commission Comment: In the first paragraph of page 1 of exhibit “E,” the Commission corrected the spelling of “certification.”
SUBCHAPTER 60-30.3
EMPLOYMENT OF NON-CERTIFIED PERSONNEL REGULATIONS

Part 001 General Provisions
[Reserved]

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Subpart A Non-certified Personnel
§ 60-30.3-101 Definition

Subpart B Recruiting and Interviewing
§ 60-30.3-102 Determination of Vacancy
§ 60-30.3-104 Initiation of Recruitment Process
§ 60-30.3-106 Vacancy Announcement
§ 60-30.3-108 Funds Certification and Approval
§ 60-30.3-110 Announcement of Vacancy
§ 60-30.3-112 Announcement Period Extension
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§ 60-30.3-120 The Interview
§ 60-30.3-122 Background Investigation
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Exhibit A Application for Non-certified Employment
Exhibit B Letter of Intent to Offer Non-certified Employment
Exhibit C Employment Contract for Non-certified Personnel
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Exhibit E Compensatory Time off Agreement

Subchapter Authority: CNMI Const., art. XV; 1 CMC §§ 2251-2273; 3 CMC §§ 1101-1192.


+ As of August 31, 2011, an adoption notice had not been published.
* A notice of adoption for the September 1998 amendments was never published.
** Due to a pagination error, page numbers 22819 through 23098 repeat in the 2004 Commonwealth Register.

Commission Comment: Title 3, division 1 of the Commonwealth Code contains the education laws of the Commonwealth. PL 6-10, the “Education Act of 1988,” codified as amended at 1 CMC §§ 2251-2273 and 3 CMC §§ 1101-1192, took effect on October 25, 1988. PL 6-10 § 1 created the Public School System as a nonprofit corporation within the Commonwealth government, headed by the Board of Education. See 1 CMC §§ 2251 and 2261. The Board of Education is empowered to formulate policy and exercise control over the Public School System and to establish rules, regulations and policies for the operation of the Public School System. See 1 CMC § 2268(b).

PL 6-10 repealed and reenacted PL 3-43 (effective Jan. 19, 1983), a comprehensive revision of the Commonwealth’s education laws. See the commission comment to 3 CMC § 1101.

Prior to October 25, 1988, the Commonwealth government included a Department of Education and Board of Education, which are the predecessors of the current Public School System and Board of Education. See PL 1-8 (effective August 10, 1978) and PL 3-43. Throughout the development of education law in the Commonwealth, the Board of Education has been the entity with the authority to promulgate rules and regulations.

Part 001 - General Provisions

[Reserved.]

Part 100 - The Hiring Process

Subpart A - Non-certified Personnel

§ 60-30.3-101 Definition

(a) 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.

(b) 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 the employment regulations in this subchapter.

Modified, 1 CMC § 3806(d), (f).
§ 60-30.3-102 Determination of Vacancy

(a) The Human Resources 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 Human Resources 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 Human Resources Officer. If the Human Resources 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.

§ 60-30.3-104 Initiation of Recruitment Process

Upon determination that there is a position vacancy, the Human Resources Officer shall prepare a vacancy announcement in consultation with the supervisor or manager.

§ 60-30.3-106 Vacancy Announcement

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.

Modified, 1 CMC § 3806(f).


§ 60-30.3-108 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 Human Resources Officer shall obtain the certification by the Fiscal Officer that there are sufficient funds to hire to fill the vacancy.

(c) The Human Resources Officer shall obtain the certification by the Commissioner that there is a need to fill the vacancy on the terms described.


§ 60-30.3-110 Announcement of Vacancy

(a) There shall be two types of announcements:
(1) A promotional/transfer opportunity that shall be open only to PSS employees for promotion or transfer consideration.
(2) An open competitive announcement that shall be open to all qualified applicants.

(b) Once the proper approval has been obtained, the Human Resources Officer shall post the promotional transfer opportunity for a period of at least fifteen days. Qualified PSS employees may apply and will be placed on a PSS employee eligibility list. If there is more than one employee applicant, interviews shall be conducted in accordance with § 60-30.3-120. If an appropriate candidate for the position, as determined by the Human Resources Officer or the PSS interviewer, is not found within PSS, then the open competitive announcement process shall be initiated.
(c) An open competitive vacancy announcement shall be posted 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.

(d) In the event that the position is one which offers the possibility of greater than $40,000 in salary, then the open competitive 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.

Modified, 1 CMC § 3806(c), (e), (f).


Commission Comment: The 1997 amendments amended subsection (a). The 2004 amendments added new subsections (a) and (b) and redesignated and amended the existing subsections.

§ 60-30.3-112 Announcement Period Extension

(a) Persons who seek to be interviewed for the job vacancy shall file an application on the PSS form reprinted at the end of this subchapter as exhibit “A.” In handing out application forms, a copy of the regulations in this subchapter shall be attached to the form for the applicant to keep. The Human Resources 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 after the open competitive announcement period, or if the Human Resources Officer determines that insufficient interest has been shown in the announcement, then the announcement period shall be extended for another fifteen days. A new announcement shall be circulated indicating the extension of the application period.

Modified, 1 CMC § 3806(d), (e), (f).

Commission Comment: The 1997 amendments amended subsection (a). The 2004 amendments amended subsections (a) and (b).

§ 60-30.3-114 Eligibility List

(a) Every person who applies for a vacancy during the open competitive announcement period and who meets the minimum qualifications shall be listed on an eligibility list for that position. The Human Resources Officer shall list qualified applicants in no particular order.

(b) The eligibility list shall be maintained for one year. Names may be removed by the Human Resources 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.

Modified, 1 CMC § 3806(f).


* As of August 31, 2011, an adoption notice had not been published.

Commission Comment: The 2004 amendments amended subsection (a).

§ 60-30.3-116 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 DSS interviewer, Human Resources 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.

Modified, 1 CMC § 3806(f).


§ 60-30.3-118 Appointment of PSS Interviewer for Specific Vacancy
(a) The Human Resources 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 Human Resources Officer must first obtain the concurrence of the Commissioner as to the appointment of a PSS interviewer.

(c) Upon appointment, the Human Resources Officer shall provide the PSS interviewer with the eligibility list, the vacancy announcement, the applications received and any supporting documents.

Modified, 1 CMC § 3806(f).


§ 60-30.3-120 The Interview

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.

Modified, 1 CMC § 3806(f).


§ 60-30.3-122 Background Investigation

(a) References: The PSS interviewer 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. The PSS interviewer shall make these contacts only after receiving a signed waiver on the application form permitting such contact. In the event that the applicant claims work experience that would affect his or her classification, then the applicant shall provide written verification from past employers for the claimed work experience.

(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 Human Resources Officer, CNMI Public School System, P.O. Box 1370, Saipan, MP 96950.

(c) Criminal Record Clearance:
(1) The Human Resources Officer shall make an inquiry through the Department of Public Safety and/or the Clerk of Court 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.
(2) FBI Record Clearance: The Human Resources 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 Human Resources Officer deems it advisable, then the Human Resources 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.

Modified, 1 CMC § 3806(f).


Commission Comment: The first paragraph of subsection (c) was not designated. The Commission designated subsection (c)(1) and redesignated subsection (c)(2) accordingly.

§ 60-30.3-124 Provisional Appointments

A provisional appointment shall be limited to ninety calendar days, and is used to fill what is otherwise a permanent appointment while waiting for the hiring process to create an appropriate eligibility list. The provisions of §§ 60-30.3-104 through 60-30.3-120 of this part need not be complied with before a position can be filled on a provisional basis. The commissioner may authorize extension of a provisional appointment beyond ninety days for a maximum of ISO* days when the examination fails to make available an adequate number of qualified candidates. Any person given a provisional appointment must meet the minimum qualifications for the class of position to which they are to be appointed.

*So in original; see the commission comment to this section.

Modified, 1 CMC § 3806(c), (d), (g).

§ 60-30.3-126 Acting Appointments

An acting appointment is the designation, in writing, by the Commissioner, that an employee will act for a period of up to thirty days in the place of a supervisor while that supervisor is absent. When the supervisor’s absence exceeds the initial thirty day period, a new designation shall be made for up to an additional thirty days. This process is to be repeated until the supervisory position is filled permanently. Whenever an acting assignment exceeds ninety consecutive calendar days, the employee shall be temporarily promoted, and compensated accordingly, if (s)he meets the minimum qualification requirements of the position.


§ 60-30.3-127 Interim Appointments

(a) An interim appointment is a designation, in writing, issued by the Commissioner of Education, of a current employee to perform the duties of a vacant key staff position or critical position while recruitment of a fully qualified person to fill such a position is conducted.

(b) The interim appointment shall be for a limited period of time, not to exceed one year. Successive interim appointments for an additional year may be approved by the Commissioner, as necessary, with concurrence of the Board of Education. The Commissioner of Education must identify key staff positions and critical positions that will be subject to interim appointments.

(c) The employee appointed on an interim appointment shall receive compensation effective on the date of the appointment at the rate of the vacant position. Upon successful recruitment of an applicant to fill the position, the employee shall revert back to his/her original position at the same rate of pay as he/she was receiving when he/she accepted the initial interim appointment.

Modified, 1 CMC § 3806(a), (f), (g).


Commission Comment: The Commission added subsection designations to the paragraphs in this section. The Commission deleted a comma found at the end of the first sentence of subsection (b) and changed two occurrences of “they” to “he/she” in subsection (c) to correct manifest errors.
§ 60-30.3-128 Recommendation

(a) The PSS interviewer shall recommend in writing to the Human Resources Officer which person should be hired for the vacancy assigned specifying the reasons supporting the recommendation. This recommendation shall remain confidential.

(b)(1) The PSS interviewer should not make such a recommendation until he or she has reviewed the results of the background investigation received by the Human Resources Officer.
(2) 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.

Modified, 1 CMC § 3806(f).


Commission Comment: The first paragraph of subsection (b) was not designated. The Commission designated subsection (b)(1) and redesignated subsection (b)(2) accordingly.

§ 60-30.3-130 Review and Approval

The Human Resources Officer may accept or reject the recommendation. If the Human Resources 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 Human Resources 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. The Commissioner may either accept, or reject the recommendation, or order that further investigation be conducted regarding the applicant or applicants.

Modified, 1 CMC § 3806(f).


§ 60-30.3-132 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 the regulations in this subchapter.

Modified, 1 CMC § 3806(d).
§ 60-30.3-134 Intent to Offer Employment Letter

(a) In the event that the Human Resources 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 this subchapter.

(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.

Modified, 1 CMC § 3806(d), (f).


§ 60-30.3-136 There Is No Offer until There Is a Contract

The decision to hire an applicant, when initially made by the Human Resources Officer, is always contingent. In itself, it never constitutes a binding promise to hire an applicant. Whether the Human Resources 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 Human Resources 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.


§ 60-30.3-138 The Applicant File

(a) The Human Resources 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.

(b) In the event that an applicant is not hired, the applicant’s file shall be retained by the Human Resources 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 Human Resources Officer for a minimum period of two years after the final date of employment.
Subpart D - The Employment Contract

§ 60-30.3-140 Purpose

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 Human Resources 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.

§ 60-30.3-142 The Contract Form

(a)(1) The Human Resources 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 this subchapter.

(2) In the case of an off-island initial hire, the off-island hire terms and conditions, exhibit “D” [reprinted] at the end of this subchapter, 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).

(i) The exact off-island benefits and conditions for each employee are to be determined by reviewing the employee’s initial contract with the PSS. The off-island benefits and conditions as set forth in the original cannot be changed by subsequent contracts unless the employee expressly agrees in writing to waive them.

(ii) For purposes of the regulations in this part “initial contract” means the first contract entered into between the employee and the PSS. If an employee resigns from employment with the PSS and subsequently returns to work for the PSS, initial contract shall be defined as the first contract entered into upon the employee’s return to work.

(b) The job application, resume, and a job description shall be attached to the contract of all employees. These documents do not need to be attached to contracts for renewal.
§ 60-30.3-144 Routing of the Contract

(a) Human Resources Officer: The signature of the Human Resources 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 Human Resources 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:
(1) 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.
(2) 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 Human Resources 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 Human Resources 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.

Modified, 1 CMC § 3806(f).


Commission Comment: The first paragraph of subsection (e) was not designated. The Commission designated it subsection (e)(1) and redesignated subsection (e)(2) accordingly.

§ 60-30.3-146 No Action Without Fully Executed Contract

The Human Resources 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 Human Resources Officer first having in its possession a fully-executed employment contract. Nor shall any applicant be requested to commence working without the Human Resources Officer first having a fully-executed employment contract with that individual.


Subpart E - The Contract Period

§ 60-30.3-148 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.


§ 60-30.3-150 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 calendar days in order to avoid forfeiting retirement benefits.

Modified, 1 CMC § 3806(e).


§ 60-30.3-152 Overtime Pay

(a) The federal Fair Labor Standards Act (FLSA) prohibits an employer from having an employee work more than forty hours in a workweek without paying the employee one and one-half 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 reprinted at the end of this subchapter 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 the fact so that additional hours of work may be assigned as overtime.

Modified, 1 CMC § 3806(d), (e), (f), (g).


Commission Comment: In subsection (c), the Commission corrected a typographical error in the word “the.”

§ 60-30.3-154 Assignment Flexibility

The Human Resources 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 Human Resources Officer deems to be in the best interests of the Public School System.


§ 60-30.3-156 Reductions in Force

(a) Financial Exigency. Termination of an employee before the end of the specified term of their contract may occur under extraordinary circumstances because of a demonstrably bona fide financial exigency, i.e., an imminent financial crisis which threatens the survival of the PSS as a whole or a particular PSS program or school as a whole and which cannot be alleviated by less drastic means.

(1) As a first step, the Commissioner of Education shall assemble a committee (RIF Committee) with an odd number of members comprised of at least one certified teacher, one school principal, one PTA president, one central office employee, and one Board of Education member which determine whether a condition of financial exigency exists or is imminent, and that all feasible alternatives to termination of appointments have been pursued. PSS’s legal counsel shall advise the committee.

(2) Judgments determining where within the overall PSS or PSS program termination of appointments may occur involve considerations of educational policy, as well as of employee status, and should therefore be the primary responsibility of the RIF Committee. The RIF Committee should also exercise primary responsibility in determining the criteria for identifying the individuals whose appointments are to be terminated. These criteria may appropriately include considerations of length of service.

(3) The responsibility for identifying individuals whose contracts are to be terminated should be committed to a person or group designated or approved by the RIF Committee. The allocation of this responsibility may vary according to the size and character of the program in question, the extent of the terminations to be made, or other considerations of fairness in judgment. The case of an employee member given notice of proposed termination of appointment will be governed by the following procedure.
(b) Due Process. If the administration issued notice to a particular employee of an intention to terminate their employment contract because, of financial exigency, the employee will have the right to a full pre-discipline hearing in front of an impartial hearing officer pursuant to §§ 60-30.3-322 through 60-30.3-330 of this subchapter. The hearing need not conform in all respects with a proceeding conducted pursuant to §§ 60-30.3-332 through 60-30.3-344, but the essentials of an on-the-record adjudicative hearing will be observed. The issues in this hearing may include:

1. The existence and extent of the condition of financial exigency. The burden will rest on the administration to prove the existence and extent of the condition. The findings of the RIF Committee in a previous proceeding involving the same or a similar issue may be introduced.

2. The validity of the educational judgments and the criteria for identification for termination; but the recommendations of the RIF Committee on these matters will be considered presumptively valid.

3. Whether the criteria are being properly applied in the individual case.

(c) New Appointments Prohibited. If the PSS, because of financial exigency, terminates contracts, it will not at the same time make new appointments except in extraordinary circumstances where a serious distortion in the academic program would otherwise result.

(d) Lateral Placements Preferred. Before terminating an appointment because of financial exigency, the PSS, with RIF Committee participation, will make every effort to place the employee concerned in another suitable position within the institution.

(e) Sixty Days Severance Pay. In all cases of termination of employment contract because of financial exigency, the employee concerned will be paid for sixty days beyond the final day of work or until the final date of their contract, whichever is less.

(f) Reinstatement Offers. In all cases of termination of a contract because of financial exigency, the place of the employment concerned will not be filled with a replacement within a period of three years, unless the released employee has been offered reinstatement and a reasonable time in which to accept or decline it.

Modified, 1 CMC § 3806(c), (d), (f), (g).


Commission Comment: In subsection (a)(3), the Commission changed “a” to “an” to correct a manifest error.

In subsection (b), the original cross-reference to sections 4501 to 4505 did not make sense and sections 4504 and 4505 do not exist. The Commission changed the citation so that it references the formal hearing procedures of part 300, subpart F.
Subpart F - Renewal

§ 60-30.3-158 Purpose

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.


§ 60-30.3-160 Renewal

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.


§ 60-30.3-162 Request for Renewal

If an employee wishes to be considered for an additional contract period, then notice should be given to the Human Resources Officer six months in advance of the termination date in order to be considered for renewal.

Modified, 1 CMC § 3806(e).


§ 60-30.3-164 Notification of Non-renewal

The PSS will notify employee in writing at least ninety calendar days in advance if it intends to not renew employee’s contract with the PSS.

Modified, 1 CMC § 3806(e).


Subpart G - Transfer Requests

§ 60-30.3-166 Transfer to Another Department/School
Employees may request for a transfer to another department/school. PSS employment contracts are for a two year term; therefore, employees who are assigned to a department/school may not transfer out of that department/school until the end of the two-year term. However, in special circumstances the Commissioner of Education or designee may approve a transfer to another department/school in the middle of a contract term if such transfer does not interfere with the educational process. Transfer requests of school personnel to transfer in the middle of a school year will not be considered.

Modified, 1 CMC § 3806(e), (f).


Commission Comment: The Commission created the section titles in this subpart.

§ 60-30.3-168 Transfer Request Form

An employee may make a transfer request by filling out the transfer request form and circulating it to the appropriate personnel. The transfer request form must be completed and signed by the releasing Department Head/School Principal, receiving Department Head/School Principal, the Human Resources Officer, and the Finance Director. When the form is completed, signed by the employee and approved by the appropriate personnel, the transfer may then be granted by the Commissioner of Education or designee.

Modified, 1 CMC § 3806(f).


§ 60-30.3-170 Transfer after Notification of Non-renewal

In the event that an employee has been given a 90-day notification of non-renewal, the employee may request for a transfer to another school or department by following the procedure in this subpart. However, a transfer request does not entitle the employee to the requested transfer or another contract with PSS.

Modified, 1 CMC § 3806(d), (f).


Subpart H - Core Knowledge Testing Requirement

§ 60-30.3-172 PRAXIS
All applicants for counselor or school administrator, or program manager, coordinator, education specialist, or assistant or component coordinator under the Curriculum, Instruction and Assessment (CIA) Department and all current employees in these positions, upon contract renewal, shall submit proof to PSS that he or she has received a passing grade on the PRAXIS core knowledge examinations. Passing scores will be determined by the Commissioner of Education and announced. Once a passing score is set by the Commissioner of Education, it may only be altered with Board of Education approval.


§ 60-30.3-174 Procedure

(a) All current PSS counselors, school administrators, and program managers, coordinators, education specialists, or assistant or component coordinators under the CIA Department and applicants for these positions shall be required to pass PRAXIS I and PRAXIS II prior to July 31, 2007.

(b) The results of the PRAXIS I and PRAXIS II examinations will determine a current employee’s eligibility for contract renewal and an applicant’s eligibility for employment.

(c) A current employee’s failure to take the test or to obtain a passing score shall result in his or her employment contract not being renewed.

(d) An applicant’s failure to take the test or to obtain a passing score shall result in ineligibility for employment.


§ 60-30.3-176 Timeline

(a) All newly recruited counselors, school administrators, and program managers, coordinators, education specialists, and assistant or component coordinators under the CIA Department shall be required to have taken and passed the PRAXIS I and PRAXIS II examinations in order to qualify for employment with PSS for school year 2007-08.

(b) Beginning July 31, 2007, all counselors, school administrators, and program managers, coordinators, education specialists, and assistant or component coordinators under the CIA Department employed by PSS will have taken and passed the PRAXIS I and PRAXIS II exams.

Part 200 - Standards of Conduct for Employees

Subpart A - Health Standards

§ 60-30.3-201 Purpose

The regulations in this subpart seek to ensure that an employee not be permitted to continue to work when such service would endanger the health of the students or co-workers or when a disability is such that it would interfere with the effective performance with the employee’s duties despite reasonable accommodations.

Modified, 1 CMC § 3806(d).


§ 60-30.3-202 Limitation

Nothing stated herein is intended to reduce the rights of disabled employees under the Americans with Disabilities Act (ADA). The regulations in this subpart 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.

Modified, 1 CMC § 3806(d).


§ 60-30.3-204 Medical Examination at Start of Contract

Upon the execution of an employment contract, the employee shall be required to undergo a physical examination at a health care provider acceptable to the Human Resources Officer prior to the commencement of the contract term. The results of the examination shall be provided to the Human Resources Officer prior to the commencement of the contract term.


§ 60-30.3-206 Qualifications

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.

Modified, 1 CMC § 3806(f).


§ 60-30.3-208 Scope of Medical Examination

The initial employment medical examination shall be limited to a physical examination necessary to develop an opinion as to whether the employee is physically qualified under § 60-30.3-206.

Modified, 1 CMC § 3806(c).


§ 60-30.3-210 Effect on Contract

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 § 60-30.3-206, then the Commissioner shall declare the contract void and terminate employment.

Modified, 1 CMC § 3806(c).


§ 60-30.3-212 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 § 60-30.3-206, 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 § 60-30.3-206, then the Commissioner shall institute proceedings to suspend or terminate employment, as appropriate.

Modified, 1 CMC § 3806(c).

§ 60-30.3-214 Restriction on Employment Action

No action shall be taken under §§ 60-30.3-210 or 60-30.3-212 without first consulting the PSS legal counsel to ensure that the requirements of the ADA will be met by the proposed action.

Modified, 1 CMC § 3806(c), (f).


§ 60-30.3-216 Confidentiality of Medical Reports

The records of any medical examination shall be strictly confidential. The records shall be maintained sealed by the Human Resources 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 §§ 60-30.3-210 or 60-30.3-212 herein.

Modified, 1 CMC § 3806(c).


Subpart B - Alcohol Use and Alcoholism

§ 60-30.3-218 Purpose

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. The regulations in this subpart 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.

Modified, 1 CMC § 3806(d).


§ 60-30.3-220 Use of Alcohol

No employee shall use alcohol in a manner that poses a direct threat to the health and safety of other persons in the workplace.

§ 60-30.3-222 Intoxication

No employee shall be intoxicated while discharging the duties of employment.


§ 60-30.3-224 Possession of Alcohol

No employee shall bring any alcoholic beverage to the workplace.


§ 60-30.3-226 Alcoholism

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 §§ 60-30.3-220, 60-30.3-222, and 60-30.3-224 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.

Modified, 1 CMC § 3806(c).


§ 60-30.3-228 Action by Supervisor

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 Human Resources Officer. The Human Resources 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 § 60-30.3-230(b) hereof.
(b) If the employee indicates an interest in accepting reasonable accommodations, then the supervisor and the employee shall meet with the Human Resources Officer to design a program of reasonable accommodations to meet both the needs of PSS and the employee.

Modified, 1 CMC § 3806(c).


Subpart C - Illegal Drugs

§ 60-30.3-230 Purpose

Unlike alcoholics, illegal drug users are not protected by the ADA. Only former users of illegal drugs are protected from discrimination. Therefore, the regulations in this subpart are intended to clearly set forth that no illegal drug usage will be tolerated by PSS.

Modified, 1 CMC § 3806(d).


§ 60-30.3-232 Drug-free Workplace

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.


§ 60-30.3-234 Intoxication

No employee shall be under the influence of drugs while in the workplace.


Subpart D - Job Performance

§ 60-30.3-236 Duty of Competent Work

An employee must possess the knowledge and skills required by the job description and apply them to the tasks assigned.

§ 60-30.3-238 Duty of Care

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.


§ 60-30.3-240 Absence from Work and Tardiness

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.


§ 60-30.3-242 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.


§ 60-30.3-244 Cruelty to Students

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:

(a) Corporal Punishment: All employees are forbidden to use corporal punishment on any student.
(b) Psychological Harm: All employees are forbidden to engage in any act of psychological cruelty which inflicts emotional trauma on a student.


§ 60-30.3-246 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.

Modified, 1 CMC § 3806(f).


Subpart E - Personal Conduct

§ 60-30.3-248 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
(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 Human Resources 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.

Modified, 1 CMC § 3806(f).


§ 60-30.3-250 Conflict of Interest

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 the regulations in this subchapter. 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.

Modified, 1 CMC § 3806(d).


§ 60-30.3-252 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.
§ 60-30.3-254 Endorsements

No employee shall recommend specific products or individuals for purchase or hire by virtue of their relationship with PSS or past employment with PSS.


§ 60-30.3-256 Nepotism

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.


§ 60-30.3-258 Dishonesty

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.


§ 60-30.3-260 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 will result in dismissal include, but are not limited to, illegal drug use, sexual misconduct, bribery and theft.


§ 60-30.3-262 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.


§ 60-30.3-264 Discrimination

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, color, religion, national origin, age, disability, or in retaliation for the exercise of any of these listed rights. 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.


§ 60-30.3-266 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.


§ 60-30.3-268 Internet Usage

The Public School System (PSS) offers internet access for employee and student use. The Board of Education recognizes that it is important for students to have access to electronics-based research tools for their application to learning, problem solving, production of work, and presentation of information. The Board also recognizes that while these resources represent extraordinary learning opportunities and enriching educational materials, they also offer persons with illegal or unethical motives avenues for reaching students, teachers, parents/guardians and members of the community. Additionally, these resources present tempting opportunities for users to explore areas that are either confidential, have restricted access or are inappropriate to the classroom or workplace. The regulation in this section outlines acceptable student and employee behavior with respect to use of PSS technology and electronic resources. It may be referred to as the “Acceptable Use Regulations” for the employee’s use of Public School System Educational Systems Network (PSS-ESN).

(a) Purpose

(1) The term “educational purpose” in the policy and regulations in this section includes use of the system for classroom activities, professional or career development, and limited high-quality self-discovery activities. Students will limit their use of the system for self-discovery purposes to no more than 10 hours per week.

(2) The PSS-ESN has a limited educational purpose. The purpose of the PSS-ESN is to assist in preparing students for success in life and work in the 21st century by providing them with electronic access to a wide range of information and the ability to communicate with people from throughout the world.

(3) The system will be used to increase PSS intra-communication, enhance productivity, and assist PSS employees in upgrading their skills through greater exchange of information with their peers. The PSS-ESN will also assist the PSS employees in sharing information with the local community, including parents, social service agencies, government agencies, and businesses.

(4) Users may not use the PSS-ESN for commercial purposes, defined as offering or providing goods or services or purchasing goods or services for personal use. PSS procurement rules will be followed for purchase of goods or services for PSS through the PSS-ESN.

(5) Users may not use the system for political lobbying.
(6) PSS employees and students for school related purposes may use the system to communicate with their elected representatives.

(7) The provisions set forth in the “Children’s Internet Protection Act” (U.S. Pub. L. 106-554), apply to all users of the PSS-ESN.

(b) PSS Responsibilities

(1) The Commissioner of Education will serve as the coordinator to oversee the PSS-ESN and will work with the CNMI local government as necessary.

(2) The school principal will serve as the school-level coordinator for the PSS-ESN, will approve school-level activities, ensure teachers receive proper training in the use of the system and the requirements of the policy and regulations in this section, establish a system to ensure adequate supervision of students using the system, maintain executed user agreements, and be responsible for interpreting the PSS acceptable use policy and regulations at the school level.

(3) The PSS technology coordinator will establish a process for setting-up individual and class accounts, set quotas for disk usage on the system, establish a retention schedule, establish a virus protection process, and other related activities.

(c) Technical Services Provided through PSS-ESN

(1) E-mail. E-mail will allow employees and students to communicate with people from throughout the world. Users will also be able to subscribe to mail lists (listserv) to engage in-group discussions related to educational subjects.

(2) World Wide Web. The web provides access to a wide range of information in the form of text, graphics, photographs, video, and sound, from throughout the world. The web is a valuable research tool for students and employees.

(3) Telnet. Telnet allows the user to log in to remote computers.

(4) File Transfer Protocol (FTP). FTP allows users to download large files and computer software.

(5) Newsgroups. Newsgroups are discussion groups that are similar to mail lists (listserv). The PSS will provide access to selected newsgroups that relate to subjects that are appropriate to the educational purpose of the system.

(6) Internet Relay Chat (IRC). IRC provides the capability of engaging in “real-time” discussions. The PSS will provide access to IRC only for specifically defined educational activities.

(7) Blocking Software. The CNMI Public School System will acquire software designed to block access to certain sites.

(d) Access to the System

(1) Employee & Student Use. The PSS acceptable use policy & regulations, set forth in this section and PSS Rules and Regulations § 60-20-540 (student use), will govern all use of the PSS-ESN. Board, PSS and school policies and regulations regarding student and employee conduct will also govern the use of the system.
(2) World Wide Web. All PSS employees and students will have access to the web through the PSS’s networked computers. Parents may specifically request that their child(ren) not be provided such access by notifying the school principal in writing. For information regarding parent notification and student accounts, refer to PSS Rules and Regulations § 60-20-540(c) and subsection (e) of this section.

(3) Classroom Accounts. Elementary age students will be granted e-mail access only through a classroom account. Elementary students may be provided with an individual account under special circumstances at the request of their teacher and with the approval of their parent and the school principal. An agreement will only be required for an individual account, which must be signed by the student and his or her parent. Parents may specifically request that their child(ren) not be provided access through the classroom account by notifying the school principal in writing.

(4) Individual E-mail Accounts for Students. Secondary students may be provided with individual e-mail accounts. Secondary students may have dial-up access to the system at the recommendation of the teacher and school principal. An agreement will be required for an individual e-mail account. The student and his or her parent must sign this agreement before the account may be used.

(5) Individual E-mail Accounts for PSS Employees. PSS employees will be provided with an individual account and will have dial-up access to the system. Employees must sign the employee account agreement before the account may be used.

(6) Guest Accounts. Guests may receive an individual account with the approval of a school administrator or program manager if there is a specific, PSS-related purpose requiring such access. Use of the system by a guest must be specifically limited to the PSS-related purpose. An agreement will be required and parental signature will required if the guest is a minor (e.g. PSS may allow home school students to obtain access through the PSS-ESN). Guest accounts are only temporary and will only be active for only the period of time that is approved.

(e) Parental Notification and Responsibility

(1) The PSS will notify the parents about the PSS network and the policies and regulations governing its use. Parents must sign an agreement to allow their student to have an individual account. Parents may request alternative activities for their child(ren) that do not involve internet access.

(2) Parents have the right at any time to review the contents of their child(ren)’s e-mail files. Parents have the right to request the termination of their child(ren)’s individual account at any time.

(3) The PSS acceptable use policy and regulations in this section contain restrictions on accessing inappropriate material. There is a wide range of material available on the internet, some of which may not be fitting with the particular values of the families of the students. It is not practically possible for the PSS to monitor and enforce a wide range of social values in student use of the internet. Further, the PSS recognizes that parents bear primary responsibility for transmitting their particular set of family values to their children. The PSS will encourage
parents to specify to their child(ren) what material is and is not acceptable for their child(ren) to access through the PSS-ESN.

(4) The PSS will provide students and parents with guidelines for student safety while using the internet.

(5) If dial-up access is provided parents are responsible for monitoring their student’s use of the internet when they are accessing the system from home.

(f) PSS Limitation of Liability
The PSS makes no warranties of any kind, either express or implied, that the functions or the services provided by or through the PSS-ESN will be error-free or without defect. The PSS will not be responsible for any damage users may suffer, including but not limited to, loss of data or interruptions of service. The PSS is not responsible for the accuracy or quality of the information obtained through or stored on the system. The PSS will not be responsible for financial obligations arising through the unauthorized use of the system.

(g) Due Process
(1) PSS will cooperate fully with local, state, or federal officials in any investigation related to any illegal activities conducted through PSS-ESN.

(2) In the event there is a claim that a student violated PSS Rules and Regulations § 60-20-540 or other PSS, Board or school policy or regulation in his or her use of the PSS-ESN, he or she will be provided the due process and hearing rights set forth in such regulations. Additional restrictions may be placed on the student’s use of the internet account.

(3) Student disciplinary actions will be tailored to meet specific concerns related to the violation and to assist the student in gaining the self-discipline necessary to behave appropriately on an electronic network. If the alleged violation also involves a violation of other provisions of the student code of conduct, the violation will be handled in accord with the applicable provision of the student disciplinary regulations.

(4) Employee violations of the PSS acceptable use policy will be handled in accord with Board, PSS and school policies and regulations.

(5) Any PSS administrator or program manager may terminate the account privileges of a guest user by providing notice to the user. Guest accounts not active for more than 30 days may be removed, along with the user’s files without notice to the user.

(h) Search and Seizure
(1) System users have a limited privacy expectation in the contents of their personal files on the PSS-ESN.

(2) Routine maintenance and monitoring of the system may lead to discovery that the user has or is violating the PSS acceptable use policy and regulations, the student disciplinary regulations, PSS personnel regulations, or the law.

(3) An individual search of an employee or student account will be conducted if there is reasonable suspicion that a user has violated the law or PSS, Board or student policies and
regulations. The nature of the investigation will be reasonable and in the context of the nature of the alleged violation.

(4) PSS employees should be aware that their personal electronic files may be discoverable in legal actions.

(i) Copyright and Plagiarism

(1) PSS policies and regulations and federal law on copyright will govern the use of material accessed through the PSS-ESN. Copyright infringement occurs when an individual inappropriately reproduces a work that is protected by a copyright. Because the extent of copyright protection of certain works found on the internet is unclear, employees will make a standard practice of requesting permission from the holder of the work if their use of the material has the potential of being considered an infringement. Teachers will instruct students to respect copyright and to request permission when appropriate.

(2) PSS policies, regulations and procedures regarding plagiarism will govern use of material accessed through the PSS-ESN. Teachers will instruct students in appropriate research and citation practices.

(j) Academic Freedom, Selection of Material, Student Rights to Free Speech

(1) Board, PSS and school policies and regulations on academic freedom and free speech will govern the use of the internet.

(2) When using the internet for class activities, teachers will select material that is appropriate in light of the age of the students and that is relevant to the course objectives. Teachers will preview the materials and sites they require or recommend students access to determine the appropriateness of the material contained on or accessed through the site. Teachers will provide guidelines and lists of resources to assist their students in channeling their research activities effectively and properly. Teachers will assist their students in developing the skills to ascertain the truthfulness of information, distinguish fact from opinion, and engage in discussions about controversial issues while demonstrating tolerance and respect for those who hold divergent views.

(k) PSS Web Site

(1) PSS Web Site. The PSS will establish a web site and will develop web pages that will present information about the PSS. The PSS technology coordinator or his/her appointee, will be designated the webmaster, responsible for maintaining the PSS web site.

(2) School or Class Web Pages. Schools and classes, upon approval from the principal, may establish web pages that present information about the school or class activities. The school principal will designate an individual to be responsible for managing the school web site. Teachers will be responsible for maintaining any class sites.

(3) Student Web Pages. With the approval of the school principal, students may establish personal web pages. The principal will establish a process and criteria for the establishment and posting of material, including pointers to other sites, on these pages. Material presented in the student’s web site must be related to the student’s educational and career preparation activities.
Student web pages must include the following notice: “This is a student web page. Opinions expressed on this page shall not be attributed to the PSS.”

(4) School or Extracurricular Organization Web Pages. With the approval of the school principal, extracurricular organizations may establish web pages. The principal will establish a process and criteria for the establishment and posting of material, including pointers to other sites, on these pages. Material presented on the organization web page must relate specifically to organization activities and will include only student-produced material. Organization web pages must include the following notice: “This is a student extracurricular organization web page. Opinions expressed on this page shall not be attributed to the school or PSS.”

(l) Unacceptable Use
The following uses of the PSS-ESN are considered unacceptable:
(1) Personal Safety
(Restrictions are for students only. Teachers should ensure that students follow these restrictions.)
(i) Users will not post personal contact information about themselves or other people. Personal contact information includes address, telephone, school address, work address, etc.
(ii) Users will not agree to meet with someone they have met online without their parent’s approval and participation.
(iii) Users will promptly disclose to their teacher or other school employee any message they receive that is inappropriate or makes them feel uncomfortable in any way.
(2) Illegal Activities
(i) Users will not attempt to gain unauthorized access to the PSS-ESN or to any other computer system through the PSS-ESN, or go beyond their authorized access. This includes attempting to log in through another person’s account or access another person’s files. These actions are illegal, even if only for the purposes of “browsing.”
(ii) Users will not make deliberate attempts to disrupt the computer system’s performance or destroy data by spreading computer viruses or by any other means. These actions are illegal.
(iii) Users will not use the PSS-ESN to engage in any other illegal act, such as arranging for a drug sale or the purchase of alcohol, engaging in criminal gang activity, threatening the safety of person, etc.
(3) System Security
(i) Users are responsible for the use of their individual account and should take all reasonable precautions to prevent others from being able to use their account. Under no conditions should a user provide their password to another person.
(ii) Users will immediately notify the school system administrator if they have identified a possible security problem. Users will not go looking for security problems, because this may be construed as an illegal attempt to gain access.
(iii) Users will avoid the inadvertent spread of computer viruses by following the PSS virus protection procedures if they download software.
(4) Inappropriate Language
(i) Restrictions against inappropriate language apply to public messages, private messages, and material posted on web pages.
(ii) Users will not use obscene, profane, lewd, vulgar, rude, inflammatory, threatening, or disrespectful language.
(iii) Users will not post information that, if acted upon, could cause damage or a danger of disruption.
(iv) Users will not engage in personal attacks, including prejudicial or discriminatory attacks.
(v) Users will not harass another person. Harassment is persistently acting in a manner that distresses or annoys another person. If a user is told by a person to stop sending them messages, they must stop.
(vi) Users will not knowingly or recklessly post false or defamatory information about a person or organization.

(5) Respect for Privacy
(i) Users will not repost a message that was sent to them privately without permission of the person who sent them the message.
(ii) Users will not post private information about another person.

(6) Respecting Resource Limits
(i) Users will use the system only for educational and professional or career development activities (no time limit), and limited, high-quality, self-discovery activities. For students, the limit on self-discovery activities is no more than three hours per week.
(ii) Users will not download large files unless absolutely necessary. If necessary, users will download the file at a time when the system is not being heavily used and immediately remove the file from the system computer to their personal computer.
(iii) Users will not post chain letters or engage in “spamming.” Spamming is sending an annoying or unnecessary message to a large number of people.
(iv) Users will check their e-mail frequently, delete unwanted messages promptly, and stay within their e-mail quota.
(v) Users will be subscribed only to high quality discussion group mail lists that are relevant to their education or professional/career development.

(7) Plagiarism and Copyright Infringement
(i) Users will not plagiarize works that they find on the internet. Plagiarism is taking the ideas or writings of others and presenting them as if they were original to the user.
(ii) Users will respect the rights of copyright owners. Copyright infringement occurs when an individual inappropriately reproduces a work that is protected by a copyright. If a work contains language that specifies acceptable use of that work, the user should follow the expressed requirements. If the user is unsure whether or not they can use a work, they should request permission from the copyright owner.

(8) Inappropriate Access to Material
(i) Users will not use the PSS-ESN to access material that is profane or obscene (pornography), that advocates illegal acts, or that advocates violence or discrimination towards other people (hate literature). For students, a special exception may be made for hate literature if
both the teacher and the parent approve the purpose of such access to conduct research and access. PSS employees may access the above material only in the context of legitimate research. (ii) If a user inadvertently accesses such information, they should immediately disclose the inadvertent access in a manner specified by their school or department. This will protect users against an allegation that they have intentionally violated the acceptable use policy & regulations.

(9) Consequences for Unacceptable Uses
(i) Your supervisor, the technology coordinator or the COE may revoke your privilege under the acceptable use policy & regulations for any unacceptable uses, including uses not specifically listed herein.
(ii) Unacceptable use by an employee or an employee’s failure to respond to the unacceptable use of a student may result in disciplinary action or even termination.

Modified, 1 CMC § 3806(c), (d), (e), (f), (g).


Commission Comment: The Commission moved the close quotation mark in subsection (a)(7) from after the close parenthesis to after the word “Act” pursuant to 1 CMC § 3806(g). In subsection (l), the Commission corrected the spelling of “unacceptable.” In subsection (l)(2)(i), the Commission inserted the final period. In subsection (l)(6)(iii), the Commission moved the period after “spamming” inside of the closing quotation mark. In subsection (l)(6)(v), the Commission changed “subscribe” to “subscribed” to correct a manifest error.

The following form appears after this section in the original regulations:

Employee Account Agreement

Name _______________________
Position _______________________
School or Department _______________________

I have read the PSS Acceptable Use Regulation. I agree to follow the rules contained in this Regulation. I understand that if I violate the rules, I may face disciplinary action, including termination, in accord with the CNMI, the Board of Education, the Public School System (PSS) Personnel Regulations and the Acceptable Uses Policy and Regulations.

I hereby release and agree to indemnify the Board, PSS and the CNMI, their personnel, and any institutions with which they are affiliated, from all claims and damages of any nature arising from my use of, inability to use, or improper or illegal use of the PSS system, including, but not limited to claims that may arise from the unauthorized use of the system to purchase products or services.

Signature ______________________ Date __________


Part 300 - Employee Discipline

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Subpart A - Forms of Discipline

§ 60-30.3-301 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 Human Resources Officer for posting in the employee’s file. Reprimands are to be used only for minor misconduct.


§ 60-30.3-302 Reduction in Rank or Pay

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.


§ 60-30.3-304 Suspension

A suspension occurs when an employee is placed in a non-duty 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.


§ 60-30.3-306 Dismissal

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.


Subpart B - Who May Initiate Discipline?

§ 60-30.3-308 Supervisor

The authority to initiate the discipline of an employee is granted to the direct supervisor to whom they are assigned.
§ 60-30.3-310 Concurrence of DCA or DCI

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.


§ 60-30.3-312 Management Official

The person with the authority to initiate discipline shall be referred to herein as the “management official.”


Subpart C - When Discipline Is Warranted

§ 60-30.3-314 Standard

Discipline may be imposed for the violation of any standards of conduct set forth in the regulations in this subchapter. 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.

Modified, 1 CMC § 3806(d).


§ 60-30.3-316 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,
(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).

Modified, 1 CMC § 3806(f).


Subpart D - When Disciplinary Measures Must Be Followed

§ 60-30.3-318 Not for Reprimands

Before any employee is dismissed, suspended, reduced in rank or reduced in pay the disciplinary procedure set forth in this subpart must be followed. A formal reprimand does not require that these procedures be followed.

Modified, 1 CMC § 3806(d).


§ 60-30.3-320 Not for Non-renewal

The non-renewal of an employment contract does not require compliance with the disciplinary procedures.


Subpart E - Initiating Discipline

§ 60-30.3-322 Notice of the Charges

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.


§ 60-30.3-324 Pre-discipline Hearing

A hearing shall be held within ten 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 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.

Modified, 1 CMC § 3806(g).


Commission Comment: The Commission deleted the repeated word “who” before “whose.”

§ 60-30.3-326 Commissioner’s Decision

The Commissioner, or his or her designee, who conducted the pre-discipline hearing shall decide in writing within ten 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.

Modified, 1 CMC § 3806(e).


§ 60-30.3-328 Suspension Pending Decision

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 co-employees, or a risk of disrupting the educational process, then the management official may suspend the employee with pay.
§ 60-30.3-330 Discipline After Decision

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.


Subpart F - Formal Due Process Hearing

§ 60-30.3-332 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 days from receipt of the decision to make a request for a hearing in writing and to deliver the request to the Commissioner.

Modified, 1 CMC § 3806(e).


§ 60-30.3-334 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, or 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-hearing 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.

Modified, 1 CMC § 3806(f).


§ 60-30.3-336 Burden of Proof

The employer shall have the burden of proving its charge by a preponderance of the evidence.


§ 60-30.3-338 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 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.


§ 60-30.3-340 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.


§ 60-30.3-342 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.


§ 60-30.3-344 Appeal

The employee may appeal the agency decision pursuant to the procedures and time restrictions set forth in 1 CMC § 9112.

Part 400 - Employee Grievances

Subpart A - Scope of this Part

§ 60-30.3-401 Included Matters

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 part.

Modified, 1 CMC § 3806(d).


§ 60-30.3-402 Excluded Matters

Specifically excluded from these procedures are appeals from employee discipline, comments on PSS regulations and discretionary decisions of assignment, transfer, promotion and non-renewal.


Subpart B - Employee Protection

§ 60-30.3-404 Restraint or Retaliation

Employees will be free from restraint, interference, coercion, discrimination, reprisal and retaliation in the filing and prosecution of their grievances.


§ 60-30.3-406 Representation

Employees have the right to be represented by counsel or other representative of their choosing and at their own expense in prosecuting a grievance.


Subpart C - First Step; Consultation with Supervisor

§ 60-30.3-408 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.


§ 60-30.3-410 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.

Modified, 1 CMC § 3806(f).


Subpart D - Filing of the Complaint and Mediation

§ 60-30.3-412 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.


§ 60-30.3-414 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

(d) The outcome of the employee’s discussion with his or her supervisor.

Modified, 1 CMC § 3806(f).


§ 60-30.3-416 Filing of the Complaint

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.


§ 60-30.3-418 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 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.

Modified, 1 CMC § 3806(e).


§ 60-30.3-420 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 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.

Modified, 1 CMC § 3806(e).


§ 60-30.3-422 Report

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.


Subpart E - Commissioner’s Review

§ 60-30.3-424 Request for Review

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 days of the mediation meeting.

Modified, 1 CMC § 3806(e).


§ 60-30.3-426 EEO Report

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 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.

Modified, 1 CMC § 3806(e).


§ 60-30.3-428 Commissioner’s Decision

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 days of receiving the EEO report.

Modified, 1 CMC § 3806(e), (f).


Subpart F - Employee Appeal

§ 60-30.3-430 Notice of Appeal

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 days of receiving the decision. Failure to appeal will result in the decision of the Commissioner becoming the final resolution of the problem.

Modified, 1 CMC § 3806(e).


§ 60-30.3-432 Hearing Panel

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.


§ 60-30.3-434 Scheduling the Hearing

The hearing officer shall schedule a hearing, after consultation with the parties, to be held within forty-five days of the employee’s request for a hearing.
§ 60-30.3-436 Legal Counsel

(a) The employer shall be represented by PSS legal counsel.

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

Modified, 1 CMC § 3806(f).


§ 60-30.3-438 Pre-hearing Conference

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:

(a) Decide the issues for the hearing,

(b) Stipulate as to uncontested facts,

(c) Estimate the length of the hearing,

(d) Mark exhibits, and

(e) Determine the admissibility of contested evidence.

Modified, 1 CMC § 3806(f).


§ 60-30.3-440 Burden of Proof

The employee shall have the burden of proving its grievance by a preponderance of the evidence.


§ 60-30.3-442 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 his or her grievance, subject to cross-examination.

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


§ 60-30.3-444 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.
§ 60-30.3-446 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.

 § 60-30.3-448 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.

 § 60-30.3-450 Appeal

The employee may appeal the agency decision pursuant to the procedures and time restrictions set forth in 1 CMC § 9112.

Part 500 - Equal Employment Opportunity

Subpart A - Equal Employment Opportunity

§ 60-30.3-501 Policy
The PSS shall provide equal employment opportunity to all people. This policy of equal opportunity applies to every aspect of personnel policy and practice and to all terms and conditions of employment. It is each and every employee’s responsibility to understand and comply the PSS’s equal employment opportunity policy.


§ 60-30.3-505 Discrimination and Harassment Prohibited

No employee may discriminate or harass another person on account of that person’s sex, sexual orientation, race, color, religion, national origin, age, disability or in retaliation for the exercise of any of the rights protected by this part.

Modified, 1 CMC § 3806(d).


§ 60-30.3-510 Discrimination Defined

Discrimination is the singling out of a person or persons for different treatment, regardless whether good or bad, based on the factors listed in § 60-30.3-505.

Modified, 1 CMC § 3806(c).


§ 60-30.3-515 Harassment Defined

(a) Verbal or physical conduct towards a person based on any of the factors listed in § 60-30.3-505 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.

Modified, 1 CMC § 3806(c), (f).


Subpart B - Violations and Employee Discipline

§ 60-30.3-520 Reporting Violations

Any employee who believes that he or she is a victim of discrimination or harassment in connection with employment at the PSS should report the matter immediately as a grievance under part 400 of these regulations. A grievance under this section shall be investigated promptly and with an effort to protect the privacy of those involved.

Modified, 1 CMC § 3806(d).


§ 60-30.3-525 Employee Discipline

An employee who is determined to have violated the provisions of this part shall be subject to appropriate disciplinary action, up to and including termination of employment. Although not necessarily rising to the level of discrimination or harassment, other inappropriate or offensive actions will not be tolerated and may form the basis for appropriate discipline.

Modified, 1 CMC § 3806(d).


Part 600 - Employment Benefits

Subpart A - Insurance

§ 60-30.3-601 Medical and Life Insurance

Medical and life insurance is made available to PSS employees by the Commonwealth government. Such insurance is made available in the form of group policies in which the employee, at his/her discretion, may wish to participate. Participation is on a shared basis where the PSS pays a portion of the insurance premium and the employee pays the remainder. If the employee chooses to participate, then PSS will contribute to premiums on the same basis as the Commonwealth government contributes for its employees.
Subpart B - Retirement

§ 60-30.3-605 Retirement Fund

PSS employees are required by law to be contributing members of the CNMI’s Retirement Fund. Thus, it is mandatory that PSS employees have a certain portion of every paycheck withheld by the PSS and deposited with the Retirement Fund. The PSS is also required to contribute additional funds on the employee’s behalf. The Retirement Fund is responsible for administration of all aspects of PSS employee participation in the fund and any questions regarding PSS employee participation or benefits should be brought directly to the Fund. The PSS bears no responsibility for money deposited in the fund.

Modified, 1 CMC § 3806(f).


Subpart C - Leave

§ 60-30.3-610 Purposes of Leave

The purpose of providing leave to PSS employees is to allow them personal time to take care of non-PSS related business, to relax, and to recuperate from illness or injury. The importance of an employee being allowed time to take care of personal business, to relax, and to recuperate from illness or injury is recognized by the PSS. Employees whose personal lives are in balance are better able to handle the requirements of their job at the PSS.

Modified, 1 CMC § 3806(g).


Commission Comment: The Commission changed “employee’s” to “employees” to correct a manifest error.

§ 60-30.3-615 Annual Leave

(a) Non-certified employees who have been contracted with by the PSS for a period of three months or more are eligible for annual leave with pay. Non-certified employees with less than three years of creditable PSS service shall accrue annual leave at the rate of four hours per pay period. Non-certified employees with less than six, but three or more than three years of
creditable PSS service shall accrue annual leave at the rate of six hours per pay period. Non-certified employees with six or more years of creditable PSS service shall accrue annual leave at the rate of eight hours per pay period. Annual leave shall accrue in each pay period only so long as the employee works or is in paid leave status for all ten week days of the pay period; otherwise there shall be no accrual for that pay period. Employees working a 190-day per year schedule, such as teacher aides, will follow the leave regulations for certified personnel [NMIAC, title 60, chapter 30.2].

(b) Employee requests to use annual leave must be made in advance of the period of time it is to be used and should be made in writing and as early as possible. Annual leave may only be used if it is approved in advance by the employee’s direct supervisor.

(c) The maximum accumulation of annual leave shall be three hundred sixty hours. Annual leave may be cashed out upon separation from the PSS. Separation shall mean that the employee will not work for the PSS for at least six consecutive months unless waived by the Commissioner of Education subject to approval of the Board of Education. The cash value of one hour of annual leave shall equal 1/2,080th of the employee’s annual salary at the time of separation. Annual leave accrued in excess of three hundred sixty hours shall be converted to sick leave at the end of each calendar year.

Modified, 1 CMC § 3806(a), (e), (f), (g).


Commission Comment: The 1997 amendments added new subsection (d). The 2004 amendments deleted subsection (d) and amended subsections (a) and (c).

Public Law 15-57 (effective April 25, 2007), codified at 1 CMC §§ 82601-82605, addresses maximum annual leave accumulation (360 hours) for excepted service employees and lump sum payments for unused annual leave to all government employees. PL 15-57 prohibits reemployment with the CNMI government “until a period equal to the period of annual leave paid in lump sum has elapsed” or the employee elects to pay the equivalent amount “consistent with CNMI regulations.” 1 CMC § 82604. PL 15-57 also prohibits the conversion of sick leave to annual leave and any compensation for unused sick leave hours upon separation from employment for all government employees. 1 CMC § 82603. The provisions of PL 15-57 supersede subsection (c) to the extent that they conflict.

In December 2014, the Commission amended subsection (c) although the actual text of the proposed regulations showed that § 60-30.3-615(c) was to be amended, as it was clear from the notice and the existing regulations that § 60-30.3-615(c) was amended.

§ 60-30.3-620 Sick Leave

(a) Non-certified employees who have been contracted with by the PSS for a period of time of three months or more are eligible for sick leave with pay. Sick leave shall accrue non-
certified employees at the rate of four hours per pay period. Employees working a 190-day per year schedule, such as teachers aides, will follow the leave regulations for certified personnel [NMIAC, title 60, chapter 30.2]. Sick leave shall accrue in each pay period only so long as the employee works or is in paid leave status for all ten week days of the pay period; otherwise there shall be no accrual for that pay period. Sick leave shall have no cash value at any time and unused portions shall carry over from year to year.

(b) The use of sick leave shall allow the employee to be paid at his/her usual rate while ill, injured, receiving a medical, dental, or optometry examination, or if he/she and/or his/her immediate family are under a doctor ordered quarantine. Sick leave will be allowed if the employee is able to provide satisfactory verification of the illness, injury, quarantine, or medical appointment. Doctor’s notes may be required by the employee’s direct supervisor in his/her discretion prior to approving payment for the use of sick leave.

(c) Whenever possible, sick leave shall be requested in advance of when it is needed, and medical appointments shall be scheduled on an employee’s own time.

(d) The Commissioner of Education is granted the authority to create a universal sick leave pool to which employees may donate their sick leave if a colleague is in need of long-term sick leave and has used all of his/her sick and annual leave already. The Commissioner is hereby vested with the power to create the policies needed to regulate the universal sick leave pool.

(e) Sick leave records shall be retained for a period of three years after the employee separates from the PSS. If the employee becomes re-employed during that three year time period, the sick leave balance shall be re-credited to the employee. If the employee does not again begin employment with the PSS within three years of separation, the sick leave shall be lost.

Modified, 1 CMC § 3806(e), (f), (g).


Commission Comment: The 1997 amendments amended subsections (a) and (b) and readopted and republished this section in its entirety.

The 2004 amendments amended subsections (a) through (d). In subsection (a), the 2004 amendments left off the end of the last sentence. See 26 Com. Reg. at 21696 (Jan. 22, 2004). The Commission has retained the original language.

Public Law 15-69 (effective June 5, 2007), codified at 1 CMC § 8276, authorized government employees to apply for sick leave to attend to an immediate family member who is sick. Public Law 15-116 (effective Nov. 29, 2007), codified at 1 CMC §§ 8265-8267, which repealed and reenacted PL 15-69, requires that sick leave requests to attend to immediate family members in excess of two days must be supported by a certified medical statement. The provisions of PL 15-116 supersede subsection (b) to the extent that they conflict.
§ 60-30.3-625 Compassionate Leave

In the case of a death of an immediate family member, the Commissioner of Education may grant a non-certified employee compassionate leave with pay for up to forty hours. Immediate family member shall be defined as the employee’s father, mother, spouse, child, brother, sister, grandmother, grandfather, mother in law, or father in law. Compassionate leave must be requested in writing in advance and may not be granted more than two times in a year.

Modified, 1 CMC § 3806(e), (f).


§ 60-30.3-630 Military Training Leave

Military training leave with pay may be granted to non-certified employees who are members of the National Guard or any reserve components of the United States Armed Forces and are directed to training or other military activities by proper military authority. Military training leave may not exceed 120 hours in a year and administrative leave may not be used in its place or in conjunction with it.


§ 60-30.3-635 Administrative Leave

Administrative leave with pay may be granted under emergency conditions beyond the control of management, such as typhoons, or for civic observations of interest to the PSS, or for government related examinations, or for travel related to PSS business, or during disciplinary investigations, or for other such reasonable events as the Commissioner of Education determines. Copies of the documentation granting administrative leave must be provided by the Commissioner to the Board of Education immediately.

Modified, 1 CMC § 3806(f).


§ 60-30.3-640 National Holidays


Modified, 1 CMC § 3806(f).
§ 60-30.3-645 Court Leave

Non-certified employees who are required to serve as jurors may receive court leave with pay for the period of time that they do so. A request to receive court leave with pay must be approved in advance by the Commissioner of Education and will be subject to the condition that all fees paid to the employee by the court for serving as a juror must be provided to the PSS. Court leave may also be approved by the Commissioner for instances when an employee is subpoenaed to testify in a court or administrative hearing on behalf of the PSS or the CNMI government.

Modified, 1 CMC § 3806(f).

§ 60-30.3-650 Maternity/Paternity Leave

Maternity/paternity leave may be granted by the Commission of Education to an employee who is the father or mother of a newborn child or is the father or mother of a newly adopted child. A maximum of SO* hours of paid maternity/paternity leave may be granted to an employee in any calendar year. Maternity/paternity leave may only be used within one month of the birth or adoption of a child. Please also see § 60-30.3-660, Family and Medical Leave.

*So in original; see the commission comment to this section.

Modified, 1 CMC § 3806(c), (f).

§ 60-30.3-655 Training & Education Leave

Leave with pay for the purpose of job-related training and education may be granted to non-certified employees for a period not to exceed one year. The Commissioner of Education is charged with the responsibility of approving or disapproving such leave requests. The Commissioner is granted the authority to create guidelines regarding the use and approval of training and education leave and also to establish a committee to review the applications according to those guidelines.

Modified, 1 CMC § 3806(f).

§ 60-30.3-660 Family and Medical Leave

(a) Non-certified employees who have been employed with the PSS for at least one year, and have worked for at least 1,250 hours during the preceding twelve month period are eligible for family and medical leave. All employees, except for those who are defined by the Family and Medical Leave Act as “highly compensated employees” who take family and medical leave will be returned to the same or an equivalent position upon their return from family and medical leave. Family and medical leave will be unpaid leave. If family and medical leave is requested for a serious health condition, the employee must first use all of his or her accrued annual leave and sick leave. If family and medical leave is requested for any of the other purposes listed below, an employee must first use all of his or her annual leave.

1Serious Health Condition: The term “serious health condition,” for purposes of family and medical leave, means an illness, injury, impairment, or physical or mental condition that involves either: (A) inpatient care in a hospital, hospice, or residential medical care facility; or (B) continuing treatment by a health care provider.

(b)(1) All employees who meet the applicable time of service requirements may be granted a total of twelve weeks of unpaid family and medical leave and paid sick and annual leave combined, during any twelve month period for the following reasons:
(i) The birth of the employee’s child and in order to care for the child;
(ii) The placement of a child with the employee for adoption or foster care;
(iii) To care for a spouse, child, or parent who has a serious health condition; or
(iv) The employee suffers from a serious health condition that renders the employee incapable of performing the functions of his or her job.

(2) The entitlement to leave for the birth or placement of a child for adoption or foster care will expire twelve months from the date of the birth or placement.

(c)(1) To request family and medical leave for the care of a child, parent, or spouse with a serious health condition, a statement and additional documentation containing the following information must be provided to the Commissioner of Education. Certification from a health care provider which includes:
(i) The date on which the condition commenced,
(ii) The probable duration of the condition,
(iii) The appropriate medical facts within the knowledge of the health care provider regarding the condition,
(iv) An estimate of time needed to care for the individual involved (including and recurring medical treatment), and
(v) A statement that the condition warrants the employee’s participation to provide care.
(2) To request family and medical leave for the care of any employee’s personal serious health condition, a statement and additional documentation containing the following information must be provided to the Commissioner of Education. Certification from a health care provider which includes:

(i) The date on which the condition commenced,
(ii) The probable duration of the condition,
(iii) The appropriate medical facts within the knowledge of the health care provider regarding the condition, and
(iv) A statement that the employee is unable to perform the functions of their position due to the condition.

(3) Additional certification in the form of the following is required for intermittent leave or for leave on a reduced leave schedule. Certification from a health care provider:

(i) The necessity for the intermittent leave or reduced schedule and the expected duration of such necessity, and
(ii) A listing of the dates of the planned medical treatment and the duration of the treatment(s).

(d)(1) Employees who serve principally in an instructional capacity, who request family and medical leave that is foreseeable based on planned medical treatment for more than twenty percent of the total number of working days in the period during which the leave would extend for care of a child, parent, or spouse who has a serious health condition or because the employee has a serious health condition may be required to elect either:

(i) To take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment, or
(ii) To transfer temporarily to an available alternative position offered by the employer for which the employee is qualified, and that has equivalent pay and benefits, and better accommodates recurring periods of leave than the regular employment position of the employee.

(2) Under certain conditions defined by the Family and Medical Leave Act the PSS may require an instructional employee who requests family and medical leave during the last five weeks of an academic term to continue the leave through the end of the term.

Modified, 1 CMC § 3806(e), (f), (g).


Commission Comment: The original paragraphs of subsections (b), (c), and (d) were not designated. The Commission designated subsections (b)(1) and (b)(2), (c)(1) through (c)(3), and (d)(1) and (d)(2).

In footnote 1, the Commission moved the comma after “condition” inside of the closing quotation mark. In subsection (d)(1)(ii), the Commission inserted the final period.

§ 60-30.3-665 Unpaid Training and Education Leave
PSS employees who are either ineligible for paid training and educational leave or who wish to pursue their education on a full-time basis without financial assistance from the PSS, may be granted a leave of absence for a period of time not to exceed one year. Such employees shall have the right to return to a similar position as the one they previously held, upon the satisfactory completion of their leave. The employee will receive no service credit for the period of time spent on unpaid training and educational leave. The employee must receive prior, written approval from the Commissioner of Education before taking such leave.


§ 60-30.3-670 Leave Without Pay (LWOP)

The Commissioner of Education, if it is in the best interests of the PSS, may grant limited periods of leave without pay to employees who have used up all of their annual and any other leave and need more time away from work. The employee will receive no service credit for the period of time spent on leave without pay. Leave without pay must be approved in writing by the Commissioner of Education before it is taken, otherwise it will be considered absent without leave.

Modified, 1 CMC § 3806(f).


§ 60-30.3-675 Absent Without Leave (AWOL)

Absent without leave is absence from work without prior, appropriate authorization. Employees who are absent from work without prior approval, except in instances of serious bona fide emergencies, shall be not be paid for that time and may be subject to discipline, up to and including possible employment termination. Tardiness shall be charged as AWOL.


§ 60-30.3-680 Advance Annual Leave

The Commissioner of Education may, for good reason, grant an employee who has been employed by the PSS for over three years, advance annual leave of up to a maximum of one-half of the total earnable leave credits for one year from the date the application is made. Subsequent earnings shall serve to replace the amount of advance leave granted and taken. An employee shall not be granted advance annual leave unless they have already exhausted all of their annual leave.

Modified, 1 CMC § 3806(g).
§ 60-30.3-685 Advance Sick Leave

The Commissioner of Education may, for good reason, grant an employee advance sick leave up to a maximum of one-half of the total earnable leave credits for one year from the date the application is made. Subsequent earnings shall serve to replace the amount of advance leave granted and taken. An employee shall not be granted advance sick leave unless they have already exhausted all of their sick and annual leave.

Modified, 1 CMC § 3806(f).

§ 60-30.3-690 Extended Day Credit

If a non-certified, FLSA exempt employee works over forty hours in a week, records of those excess hours are to be maintained and added to the employee’s extended day credits. The employee accrues extended day credits on a one to one basis. For instance, if an employee works fifty hours in a week, ten hours will be recorded for their extended day credits. The maximum number of extended day credits that may be accrued by any employee is 120 hours. Any amounts accrued over 120 hours are lost. Extended day credits may be taken by the employee in lieu of their taking annual leave or sick leave. The employee’s direct supervisor must approve the use of any such credits and may deny the use of such credits with our without cause. Extended day credits have no cash value at any time, including upon an employee’s separation from employment with the PSS. Employees have not right to use these credits and the Commissioner may discontinue this program at any time without reason, warning or compensation to the employee. The PSS has no legal responsibility to create the extended day credit program, but instead believes that it is an appropriate way to allow our extremely hardworking FLSA exempt, non-certified employees to take an occasional, much needed rest.

Modified, 1 CMC § 3806(f), (g).

Commission Comment: The Commission corrected the spelling of “exempt.”
§ 60-30.3-695 Pay Differentials

(a) After-school differential, coaching differential, summer school differential and Saturday school differential may be paid to PSS personnel who meet all BOE teacher certification requirements, and have previously consulted and obtained approval from the COE. This differential shall be paid based on rates approved by the BOE, provided funds are available. Persons receiving an after-school differential, coaching differential, summer school differential and/or a Saturday school differential shall not be eligible to receive overtime compensation. Coaches may receive a waiver of the certification requirement from the Commissioner for up to four years.

(b) Proposed differentials:
   (1) Coaches: $300/sports season
   (2) After-school: $30/daily (not to exceed 2 hrs)
   (3) Saturday: $60/half day session
   (4) Before school: $15/daily session (not to exceed 1 hr)
   (5) Summer school: $100/full day (6 periods)
       $60/half day (up to 4 periods)

(c) Professional development differential may be paid to PSS personnel exempt from the Fair Labors Standards Act who coordinate, facilitate or present at professional development seminars, workshops or trainings held on weekends or in the evening (after working hours) provided that the PSS staff coordinating, facilitating or presenting at the seminar, workshop or training have consulted and obtained the prior approval of the COE. This differential shall be paid based on rates approved by the BOE, provided funds are available. The PSS staff receiving this differential shall not be eligible to receive overtime compensation or extended day credits. This professional development differential shall be $100/day for Saturdays (four hours or longer seminar, workshop or training) and $30/evening (two hour or longer workshop or training after working hours).

Modified, 1 CMC § 3806(f).


**Due to a pagination error, page numbers 22819 through 23098 repeat in the 2004 Commonwealth Register.

Part 700 - Administrator’s Certification and Compensation

Subpart A - Certification Requirements

§ 60-30.3-701 Education
Graduation from accredited colleges or universities with master’s degree in school administration/supervision or related fields. Graduate course work shall include the following courses or their equivalent as determined by PSS:

(a) Introduction to school administration;
(b) Instructional supervision and evaluation (clinical supervision);
(c) Education law;
(d) School personnel;
(e) School finance;
(f) Instructional leadership & supervision;+
(g) Facilitative leadership.+

+Note: courses may be substituted with seminars, institutes, or CEU courses sanctioned by PSS.

Modified, 1 CMC § 3806(f), (g).


Commission Comment: In the opening paragraph, the Commission deleted the word “an” before “colleges and universities” and “a” before “related fields.” The Commission inserted the semi-colons in this section and the final period. The Commission made “institute” plural in the note to this section.

In 2006, this section was repromulgated in its entirety without modification except for the addition of a new subsection, which the Commission designated as a separate section (§ 60-30.3-702).

§ 60-30.3-702 Core Knowledge Examination

All school administrators (principals and vice-principals) must take and pass PRAXIS I and the appropriate PRAXIS II exam starting July 31, 2007.


Commission Comment: In the original, this section was a subsection of § 60-30.3-701. The Commission designated § 60-30.3-702.

§ 60-30.3-705 Term
The term of school administrator’s certification shall be for a period of four years. The certification may be subsequently renewed for another 4 years. However, an incumbent administrator requesting a renewal of his/her certification is required to complete at least 120 hours of professional development hours, annually, sanctioned by PSS. Failure to complete the required 120 professional development hours may be a cause for suspension, revocation or non-renewal of certification and/or employment contract.


Commission Comment: In 2006, this section was repromulgated in its entirety without modification when the Board of Education adopted § 60-30.3-702.

§ 60-30.3-710 Revocation / Suspension

PSS shall have the authority to suspend or revoke any administrator’s certificate after complying with the notice and hearing process set forth in the teacher and librarian certification requirements (Chapter 2, Part E of the PSS Regulations for Certified Personnel, NMIAC subchapter 60-30.2, part 200, subpart E).

Modified, 1 CMC § 3806(c).


Commission Comment: In 2006, this section was repromulgated in its entirety without modification when the Board of Education adopted § 60-30.3-702.

Subpart B - Qualification Requirements

§ 60-30.3-715 Accredited College or University

Degrees must be awarded from colleges or universities recognized by US accreditation commissions approved by PSS or the demonstrated equivalent. Adequacy of degrees and equivalency shall be determined in the same manner as PSS Regulations for Certified Personnel § 60-30.2-206(a) and (b).

Modified, 1 CMC § 3806(c).

Commission Comment: The Commission created the section title. In 2006, this section was repromulgated in its entirety without modification when the Board of Education adopted § 60-30.3-702.

§ 60-30.3-720 Principal I

(a) Master’s degree with a major in educational administration or related field;

(b) Must possess a valid administration certification; and

(c) At least 6 years of experience: three years of full time appropriate teaching experience and the other three years of experience must be in school administration or a related leadership management field.

Modified, 1 CMC § 3806(e), (f), (g).


Commission Comment: In subsection (c), the Commission changed “fields” to “field” to correct a manifest error. In 2006, this section was repromulgated in its entirety without modification when the Board of Education adopted § 60-30.3-702.

§ 60-30.3-725 Principal II

(a) Master’s degree with a major in educational administration or related field;

(b) Must possess a valid administration certification; and

(c) At least 7 years of service: three years of full time appropriate teaching experience and the other four years of experience must be in school administration or a related leadership management field.

Modified, 1 CMC § 3806(e), (f), (g).


Commission Comment: In subsection (c), the Commission changed “fields” to “field” to correct a manifest error. In 2006, this section was repromulgated in its entirety without modification when the Board of Education adopted § 60-30.3-702.

§ 60-30.3-730 Principal III
(a) Master’s degree with a major in educational administration or related field;

(b) Must possess a valid administration certification; and

(c) At least 9 years of experience: three years of full time appropriate teaching experience and six years of work experience in school administration or a related leadership field.

Modified, 1 CMC § 3806(e), (f), (g).


Commission Comment: The Commission changed the colon to a semi-colon and added “field” after “related” in subsection (a) to correct manifest errors. In subsection (c), the Commission changed “fields” to “field” to correct a manifest error.

In 2006, this section was repromulgated in its entirety without modification when the Board of Education adopted § 60-30.3-702.

§ 60-30.3-735 Vice Principal I

(a) Graduation from an accredited college or university with a bachelor’s degree in education, related field or equivalent; and

(b) At least three years appropriate teaching experience.

Modified, 1 CMC § 3806(e), (g).


Commission Comment: The Commission made “colleges” singular to correct a manifest error in subsection (a). In 2006, this section was repromulgated in its entirety without modification when the Board of Education adopted § 60-30.3-702.

§ 60-30.3-740 Vice Principal II

(a) Master’s degree in education administration or a related field;

(b) At least three years appropriate teaching experience; and

(c) Must possess a valid administrator certification.
Modified, 1 CMC § 3806(e), (f).


Commission Comment: In 2006, this section was repromulgated in its entirety without modification when the Board of Education adopted § 60-30.3-702.

**Subpart C - Appointment Procedure**

§ 60-30.3-745 Qualification for Promotion

Persons appointed to vice principal level I have three years to qualify for level II vice principal position, commencing from the date of their appointment. Failure to qualify for level II will result in forfeiture of administrative position.

Modified, 1 CMC § 3806(f).


Commission Comment: The Commission created the section titles in subpart C. In 2006, this section was repromulgated in its entirety without modification when the Board of Education adopted § 60-30.3-702.

§ 60-30.3-750 Pay Level Rate for Vice Principal II

Persons moving from level I vice principal to level II assistant principal shall be placed on the next higher pay level rate.

Modified, 1 CMC § 3806(f).


Commission Comment: The Commission created the section title. In 2006, this section was repromulgated in its entirety without modification when the Board of Education adopted § 60-30.3-702.

§ 60-30.3-755 Teacher to Vice Principal; Pay Level Rate

Persons appointed to a vice principal position from a teaching position shall be placed at an appropriate pay rate but not lower than their former teaching pay rates.
§ 60-30.3-760 Promotion to Principal; Pay Level Rate

Persons appointed to a principal position from a vice principal II or a teacher position shall be placed at the initial pay rate of the principal’s pay scale; however, in cases where the salary of the former position is higher than the initial pay rate of the principal’s pay scale, a new salary shall be set at the subsequent higher pay rate.

Modified, 1 CMC § 3806(f), (g).


Commission Comment: The Commission changed “an vice” to “a vice” to correct a manifest error. The Commission created the section title.

In 2006, this section was repromulgated in its entirety without modification when the Board of Education adopted § 60-30.3-702.

§ 60-30.3-765 Principals with Advanced Degrees

A person appointed to a principal position with a doctorate degree in education or related area, but has less than 3 years teaching and 3 years administration experience shall be assigned an initial classification and compensation at level I.

Modified, 1 CMC § 3806(f), (g).


Commission Comment: The Commission created the section title and inserted “a” before principal. In 2006, this section was repromulgated in its entirety without modification when the Board of Education adopted § 60-30.3-702.

§ 60-30.3-770 Positive Assessment and Evaluation
An administrator shall receive a pay rate increase to the next higher salary level if he/she receives a positive assessment and evaluation from his/her supervisor for two consecutive terms.

Modified, 1 CMC § 3806(e), (g).


Commission Comment: The Commission created the section title. The Commission changed “their” to “his/her” to correct a manifest error.

In 2006, this section was repromulgated in its entirety without modification when the Board of Education adopted § 60-30.3-702.

Subpart D - Special Conditions

§ 60-30.3-775 Current School Administrators

Any current school administrator who is found not meeting these qualification requirements, upon approval of BOE and implementation of this regulation, shall be given two years to complete and meet such requirements. Failure to do so may be cause for non-renewal or termination of employment contract as an administrator.

Modified, 1 CMC § 3806(e), (f).


Commission Comment: The Commission created the section title. In 2006, this section was repromulgated in its entirety without modification when the Board of Education adopted § 60-30.3-702.

Subpart E - Compensation Plan

§ 60-30.3-780 Compensation Plan

<table>
<thead>
<tr>
<th>Position</th>
<th>I (Initial Pay)</th>
<th>II (4 years)</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vice Principal I</td>
<td>$40,000.00</td>
<td>$45,000.00</td>
<td>BA Education or related 3 yrs. appropriate teaching</td>
</tr>
<tr>
<td>Position</td>
<td>Salary</td>
<td>Educational Background</td>
<td></td>
</tr>
<tr>
<td>------------------------------</td>
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<td>----------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Vice Principal II</td>
<td>$48,000.00</td>
<td>MA Education or related 3 yrs. appropriate teaching experience; valid administrator certification</td>
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<tr>
<td>School Principal I</td>
<td>$50,000.00</td>
<td>MA Education or related 6 yrs. experience (3 yrs. admin &amp; 3 yrs. appropriate teaching); valid admin. certificate</td>
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</tr>
<tr>
<td>School Principal II</td>
<td>$55,000.00</td>
<td>MA Education or related 7 yrs. experience (4 yrs. admin. &amp; 3 yrs. appropriate teaching); valid admin. certificate OR PHD Education or related 6 yrs. experience (3 yrs admin. &amp; 3 yrs teaching)</td>
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</tr>
<tr>
<td>School Principal III</td>
<td>$60,000.00</td>
<td>MA Education or related 9 yrs. experience (6 yrs. admin. &amp; 3 yrs. appropriate teaching); valid admin. certification</td>
<td></td>
</tr>
</tbody>
</table>
Part 800 - Alcohol and Drug Free Workplace Policy and Regulations

§ 60-30.3-801 Policy Statement

(a) The Public School System of the Commonwealth of the Northern Mariana Islands (PSS) recognizes its commitment to our employees and the public we serve to take reasonable steps to assure safety in the workplace and in the community. PSS is concerned about the adverse affect alcohol and substance abuse may have on safe and productive job performance. We also recognize that any employee affected in his or her ability to perform safely and productively, due to physical and emotional problems or use or abuse of alcohol and other drug substances; jeopardizes the integrity of the workplace and the achievement of PSS’s mission.

(b) Accordingly, the Public School System shall implement a drug screening for all employees occupying safety sensitive positions and all prospective employees for such positions. All employees may be tested pursuant to the reasonable suspicion or post-accident requirements set forth in the accompanying regulations. PSS realizes that alcoholism, problem drinking and drug addiction are treatable illnesses. Therefore, we encourage employees who have problems with drugs or alcohol to utilize all available resources to resolve their problems before those problems affect their job performance.

(c) For information regarding this policy statement and the accompanying regulations in this part and for information regarding drug and alcohol abuse treatment in the Commonwealth, please contact the PSS Human Resources Officer.

Modified, 1 CMC § 3806(d).


Commission Comment: The original paragraphs were not designated. The Commission designated subsections (a) and (b).
§ 60-30.3-805 Definitions

For the purposes of this part, the following definitions apply:

(a) Accident. An event which causes
   (1) A fatality,
   (2) An injury to a person requiring professional medical treatment beyond simple at-scene first aid, or
   (3) An economic loss, including property damage, greater than $2,500.00.

(b) Assessment. A determination of the severity of an individual’s alcohol or drug use problem and an analysis of the possible courses of treatment, made by an expert in the field of substance abuse.

(c) Breath Alcohol Concentration (B.A.C.). The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath testing device (E.B.T.).

(d) Breath Alcohol Technician (B.A.T.). An individual authorized to collect breath specimens under § 60-30.3-830(b) and who operates an E.B.T.

(e) Consulting Physician. A licensed physician retained or employed by the government to advise on drug testing.

(f) Drug. A substance
   (1) Recognized in the official United States Pharmacopoeia, the official Homeopathic Pharmacopoeia of the United States, or the official National Formulary, or any supplement to any of them; or
   (2) Intended for use in the diagnosis, cure, mitigation, treatment or prevention of disease in humans or other animals; or
   (3) Other than food, minerals, or vitamins, intended to affect the structure or any function of the body of a human or other animal; or
   (4) Intended for use as a component of any article specified in subsections (f)(1), (2), or (3) above. Devices or their components, parts, or accessories are not considered drugs under this definition.

(g) Evidential Breath Testing Device (E.B.T.). A device which is
   (1) Approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath; and
   (2) Is on the NHTSA’s Conforming Products List of E.B.T.s; and
(3) Conforms with the model specifications available from the NHTSA, Office of Alcohol and State Programs.

(h) Illegal Drug. A drug that
(1) Is not obtained legally, or
(2) Is knowingly used for other than the prescribed purpose or in other than the prescribed manner, or
(3) Is a “designer drug” or drug substance not approved for medical or other use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration.

(i) Invalid Test. A breath or urine test that has been declared invalid by a Medical Review Officer (M.R.O.), including a specimen that is rejected for testing by a laboratory for any reason. An invalid test shall not be considered either a positive or a negative test result.

(j) Medical File. The file containing an employee’s medical examination form, mental health referrals, alcohol and drug test results and other health related documents, maintained by the PSS Human Resources Office separate from an employee’s official PSS personnel folder.

(k) Medical Review Officer (M.R.O.). A licensed physician, appointed by the PSS, with specialized training in substance abuse disorders and in the use and evaluation of drug test results. The M.R.O. shall be the only person authorized to receive laboratory drug test results and shall be the primary contact for technical inquiries to the drug testing laboratory.

(l) Reasonable Suspicion. A perception based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of an individual or on specific facts, circumstances, physical evidence, physical signs and symptoms, or on a pattern of performance or behavior that would cause a trained supervisor to reasonably conclude that the individual may be under the influence of alcohol or illegal drugs while on duty.

(m) Safety Sensitive. A word describing activities which directly affect the safety of one or more persons, including the operation or maintenance of motor vehicles or heavy machinery or the carrying of firearms. The Commissioner of Education shall identify all positions to be considered safety-sensitive positions due to the amount of time that the employee spends performing safety sensitive functions.

(n) Statement of Fitness for Duty. A written statement from a substance abuse professional (S.A.P.), certifying that the named employee is not dependent on alcohol or any drug to the extent such dependence will affect safe and productive work.

(o) Substance Abuse Professional (S.A.P.). A physician, psychologist, psychiatrist, or social worker with knowledge of and clinical experience in the diagnosis and treatment of drug and
alcohol related disorders; or a counselor certified by the National Association of Alcoholism and Drug Abuse Counselors.

(p) Under the Influence. A condition where a person’s behavior, attention, or ability to perform work in the usual careful fashion has been adversely affected by the use of alcohol or drugs; intoxicated.

(q) Vehicle. A device in, upon or by which any person or property is or may be propelled or moved on a highway, on a waterway, or through the air.

Modified, 1 CMC § 3806(c), (d), (f), (g).


Commission Comment: In subsection (m), the Commission corrected the spelling of “maintenance.”

§ 60-30.3-810 Prohibited Conduct

(a) Sale, Purchase, Possession with Intent to Deliver, or Transfer of Illegal Drugs. No employee shall
   (1) Sell, purchase, or transfer;
   (2) Attempt to sell, purchase, or transfer; or
   (3) Possess with the intent to deliver, any illegal drug while on government property, in any government vehicle or on any government business.

(b) Possession of Illegal Drugs. No employee shall possess any illegal drug on government property, in any government vehicle, or while on government business.

(c) Possession of Open Containers of Alcohol. No employee shall possess an open container of alcohol in any vehicle while on duty or in any government vehicle at any time. No employee shall possess an open container of alcohol while at his or her workplace.

(d) Under the Influence of Alcohol or Illegal Drugs. No employee shall be under the influence of alcohol or any illegal drug when at work, or reporting to work with the intention of working. As used in this section, alcohol includes any alcohol found in any prescription or nonprescription drug such as cough syrup. An employee is presumed to be under the influence of alcohol or an illegal drug if
   (1) The employee has a B.A.C. of 0.02 or more;
   (2) The employee has a detectable amount of any illegal drug in his or her urine;
   (3) The employee uses alcohol or any illegal drug while on call when the employee knows he or she may be called upon to perform safety sensitive functions; or
(4) The employee uses alcohol or any illegal drug within four hours prior to reporting to work and expects to perform a safety sensitive duty.

(e) Refusal to Be Tested. No employee required to be tested for drugs or, alcohol under any provision of this part shall refuse to be tested. The following conduct shall be considered a refusal to be tested:
   (1) Refusing in writing to submit to testing after receiving clear and specific written notice of the requirement to be tested;
   (2) Refusing verbally, in front of at least two witnesses, to submit to testing after receiving clear and specific written notice of the requirement to be tested;
   (3) Failing to timely provide an adequate specimen for testing, without a valid medical explanation, after receiving clear and specific written notice of the requirement to be tested. An M.R.O. or consulting physician shall determine if there is any medical reason for failure to provide an adequate urine sample (shy bladder) or an adequate breath sample (shy lung);
   (4) Engaging in conduct that clearly obstructs the specimen collection process;
   (5) Failing to remain available for post-accident testing, or leaving the scene of an accident before a testing decision is made. An employee may leave the scene of an accident only to obtain necessary medical care or assistance in responding to the accident. If the employee leaves the scene, the employee must notify his or her supervisor as soon as possible of his or her location and reason for leaving the scene;
   (6) Consuming alcohol or illegal drugs after an accident and before a testing decision is made;
   (7) Failing to report, during the work shift in which an accident occurred, an accident which could have resulted in a testing decision; or
   (8) Failing to timely report to the specimen collection site after being informed of the requirement to be tested.

(f) Giving False Information. No employee shall give false information about a urine specimen or attempt to contaminate or alter the specimen.

(g) Refusal to Comply with Treatment Recommendations. No employee shall fail to comply with recommendations for treatment or after-care made by an M.R.O. or S.A.P. as a consequence of a prior positive drug or alcohol test result.

(h) Failure to Notify PSS of Conviction. No employee shall fail to notify the PSS Human Resources Officer of any criminal drug statute conviction, within five days of such conviction, if the violation of the criminal drug statute occurred while the employee was conducting government business, or while on or using government property.

(i) Supervisor’s Responsibility for Confidentiality. The Commissioner, the Human Resources Officer and all supervisors shall not knowingly disregard an employee’s right to
confidentiality in matters relating to alcohol or drug testing or otherwise neglect his or her responsibilities under this part.

Modified, 1 CMC § 3806(d), (e), (f).


§ 60-30.3-815 Penalties and Consequences

(a) Disciplinary Action. An employee committing any act prohibited by § 60-30.3-810 shall be subject to an appropriate form of discipline, depending on the circumstances.

(1) Generally. Where an employee commits any act prohibited by § 60-30.3-810, without valid reason, the employee shall be disciplined up to and including removal. At a minimum, the employee shall receive a formal reprimand. If the prohibited act committed by the employee relates to the use or possession of alcohol or illegal drugs, the employee shall be referred to an S.A.P. for assessment and treatment.

(2) First offense, under the influence. An employee found to be under the influence of alcohol or illegal drugs in violation of § 60-30.3-810(d), for a first offense, shall not be subject to removal solely for being under the influence of alcohol or illegal drugs. However, if the person is also involved in an accident, depending on the circumstances, PSS may decide to initiate an adverse action for removal, even on a first offense.

(3) Serious offenses. The following acts, even for a first offense, will result in an immediate adverse action for removal in accordance with PSS disciplinary regulations:

(i) The sale, purchase, possession with intent to deliver, or transfer of illegal drugs, or the attempt to sell, purchase or transfer illegal drugs in violation of § 60-30.3-810(a);

(ii) Being involved in an accident resulting in a fatality while under the influence of alcohol or illegal drugs, in violation of § 60-30.3-810(d);

(iii) While performing and about to perform duties in a safety sensitive position, being under the influence of alcohol or illegal drugs, in violation of § 60-30.3-810(d);

(iv) An unexcused refusal to be tested, in violation of § 60-30.3-810(d);

(v) Giving false information, contaminating or attempting to contaminate a urine sample, in violation of § 60-30.3-810(f);

(vi) Failing to notify the proper authority of conviction for a drug offense in violation of § 60-30.3-810(h);

(vii) Testing positive for alcohol or illegal drugs within five years of a prior positive test; and

(viii) Breaching any term of a return to duty contract executed under the provisions of § 60-30.3-820(b).

(b) Information Concerning Treatment Options. Those employees not removed from PSS service after committing any act prohibited by § 60-30.3-810 shall be informed of resources available for evaluating and resolving problems associated with the use of alcohol and illegal drugs. At a minimum, the PSS Human Resources Officer shall give the names, addresses, and
telephone numbers of local S.A.P.s and substance abuse counseling or treatment programs. The employees will then be required to fulfill all the specified steps of treatment before being considered ready for return to duty.

(c) Report to Department of Public Safety. An employee committing any act prohibited by § 60-30.3-810(a) or § 60-30.3-810(b) shall be reported by PSS to the Department of Public Safety for the purpose of possible criminal prosecution.

(d) Duty/Pay Status Pending Adverse Action.Unless the employee was involved in an accident resulting in a fatality, an employee subject to an adverse action for committing any act prohibited by § 60-30.3-810, except for § 60-30.3-810(g), shall be allowed to remain on the job pending resolution of any proposed adverse action but shall not be allowed to perform a safety-sensitive function, even if that means assigning to the employee duties the employee would not otherwise be performing. An employee subject to, an adverse action for committing any act prohibited by § 60-30.3-810 who was involved in a fatal accident shall be placed on leave without pay pending resolution of the adverse action for removal.

Modified, 1 CMC § 3806(c), (f).


§ 60-30.3-820 Return to Work Procedures

(a) Prerequisites to Returning to Duty. No employee who has tested positive for the presence of alcohol or illegal drugs shall be allowed to return to work until the employee has:
(1) Complied with treatment recommendations of an M.R.O. or S.A.P. and been released for work by an S.A.P. in consultation, when appropriate, with the M.R.O. or a consulting physician;
(2) Tested negative in a subsequent test paid for by the employee for the presence of alcohol, if the removal from duty was due to alcohol use; or cocaine, marijuana, opiates, amphetamines, and phencyclidine, if the removal from duty was due to drug use; and
(3) Agreed to execute a return to duty contract.

(b) Return to Duty Contract. The return to duty contract shall include the following provisions:
(1) Aftercare. An agreement to comply with aftercare and follow-up treatment recommendations for one to five years, as determined appropriate by the employee’s S.A.P.;
(2) Follow-up testing. An agreement to unannounced alcohol or drug testing, depending on the substance which resulted in the removal from duty, paid for by the employee, for one to five years, as determined appropriate by the employee’s S.A.P., but there shall be no fewer than six tests in the first year after the employee returns to work;
(3) Compliance with rules. An agreement to comply with PSS regulations, rules, policies, and procedures relating to employment;
(4) Term. An agreement that the terms of the contract are effective for five years after the employee’s return to duty; and
(5) Breach of contract. An agreement that violation of the return to duty contract is grounds for termination.

Modified, 1 CMC § 3806(e), (f).


§ 60-30.3-825 Testing Occasions

(a) Pre-employment Tests. At the time of application, persons applying for any safety sensitive position within PSS will be notified that any offer of employment is contingent upon a negative urine test. After receiving an offer of employment, the candidate shall be tested for the presence of cocaine, marijuana, opiates, amphetamines, and phencyclidine in the urine. The test shall be paid for by the candidate. Testing shall be in compliance with § 60-30.3-835, below. Applicants who were previously employed by the government and applicants who have had an offer for government employment withdrawn due to a previous positive urine test result, must also provide a written release of drug testing history for the two years immediately preceding the application date.

(1) No candidate for a safety sensitive position within PSS may be assigned to work in any position until he or she presents the results of a urine test, taken after the offer for employment has been made, that shows negative for the presence of cocaine, marijuana, opiates, amphetamines, and phencyclidine.

(2) If the candidate’s test result is positive for the presence of a tested drug, without a legitimate explanation, the offer of employment will be withdrawn.

(3) If the candidate presents a drug testing history showing a positive drug test within two years prior to the application date, the offer of employment will be withdrawn unless the candidate submits a statement of fitness for duty and agrees to execute an agreement similar to a return to duty contract described in § 60-30.3-820(b).

(b) Reasonable Suspicion Testing. Where there is a reasonable suspicion that any employee is under the influence of alcohol or drugs while at work or about to begin work, he or she shall, submit to a breath or urine test for the presence of alcohol, cocaine, marijuana, opiates, amphetamines, and phencyclidine, upon written notice from the employee’s supervisor. Except as otherwise provided, the PSS shall pay for the testing.

(1) Properly trained supervisor. Only a supervisor with PSS approved training in the physical, behavioral and performance indicators of probable drug and alcohol use is permitted to make reasonable suspicion testing decisions.

(2) Objective inquiry. The properly trained supervisor will observe the employee suspected of being under the influence of alcohol or illegal drugs. A decision to request testing shall be based on eye witness reports, facts of the event, and observed physical and behavioral
characteristics of the employee. Prior to making the decision to require testing, the supervisor will question the employee in a private area to ascertain whether there are any reasons other than alcohol or drug use for any behavior observed.

(3) Verification. No employee shall be required to submit to a drug or alcohol test based on reasonable suspicion unless the need for the test is verified by a second properly trained PSS employee. The required verification shall be done in person.

(4) Transportation assistance. The employee shall be accompanied to the collection site by a supervisor or manager, and shall be provided transportation home from the collection site. If the individual refuses and demands to drive his/her vehicle, the supervisor or manager shall notify the Department of Public Safety.

(5) Duty pending test results. Until the results of the drug and alcohol test are complete and verified, no employee tested based upon reasonable suspicion shall be allowed to perform or continue to perform a safety sensitive duty.

(6) Report. The supervisor ordering reasonable suspicion testing shall put in writing, in detail, the facts leading to the decision. This report shall be considered confidential and will be maintained in the employee’s medical file, which is confidential, until needed for disciplinary action. Only at that time will the report be filed in the employee’s official PSS personnel folder.

c Post-accident Testing. As soon as practical after an accident any employee whose action or inaction may have contributed to the accident must submit to breath and urine tests for the presence of alcohol, cocaine, marijuana, opiates, amphetamines, phencyclidine, upon written notice from the employee’s supervisor. Except as otherwise provided, the PSS shall pay for the testing.

(1) Supervisor training. Only a supervisor with PSS approved training in the physical, behavioral, and performance indicators of probable drug and alcohol use is permitted to make post-accident testing decisions.

(2) Objective inquiry. A supervisor’s decision to request testing shall be based on eye witness reports, facts of the event, and observed physical and behavioral characteristics of the employee. The properly trained supervisor shall require the driver of any government vehicle or the operator of any government equipment involved in the accident to be tested.

(3) Transportation assistance. The employee shall be accompanied to the collection site by a supervisor or manager, and shall be provided transportation home from the collection site. If the individual refuses and demands to drive his/her vehicle, the supervisor or manager shall notify the Department of Public Safety.

(4) Duty pending test results. Until the results of the drug and alcohol test are complete and verified, no employee reasonably suspected of having been under the influence of alcohol or drugs at the time of the accident shall be allowed to perform or continue to perform a safety-sensitive duty.

(5) Report. The supervisor ordering post-accident testing shall put in writing, in detail, the facts leading to the decision. This report shall be considered confidential and will be maintained in the employee’s medical file, which is confidential, until needed for disciplinary action. Only at that time will the report be filed in the employee’s official PSS personnel folder.
(d) Random Testing. During each calendar year randomly selected employees performing safety sensitive functions will be required to submit to breath tests for alcohol and urine tests for cocaine, marijuana, opiates, amphetamines, and phencyclidine. The testing will be done during on-duty time. Except as otherwise provided, the PSS shall pay for the testing.

(1) Method of selection. Employees will be selected by a statistically valid method such as a random number table or computer-based random number generator that is matched with employee social security numbers, payroll identification numbers, or other comparable identifying numbers.

(2) Number to be tested. No more than twenty five percent of all employees performing safety sensitive functions in PSS each year shall be required to submit to breath alcohol testing and no more than fifty percent shall be required to submit to urine testing. The actual percentage will be determined at the beginning of each fiscal year for each department or agency by the PSS Human Resources Officer, in consultation with the Commissioner of Education or designee and the M.R.O. after reviewing PSS’s prior positive testing rates, reasonable suspicion and post accident events, and referrals for service.

Modified, 1 CMC § 3806(c), (e), (f).


§ 60-30.3-830 Collecting and Testing Breath Specimens

(a) Collection Site. Breath specimens shall be collected only at a site approved by the Commissioner of Education or at the scene of an accident if proper equipment and personnel can be made immediately available.

(b) Collection Protocol. Breath specimens shall be collected only by a B.A.T. trained in the collection of breath specimens at a course approved by the United States Department of Transportation in accordance with standard collection protocols as specified in 49 CFR, part 40(C) “Procedures for Transportation Workplace Drug Testing Programs - Alcohol Testing,” except as otherwise provided in this section. However, the M.R.O. or a consulting physician, when requested, may assist in facilitating the collection for post-accident testing.

(c) Confirming Test. Breath specimens shall first be subjected to a screening test for alcohol. If that test indicates a probable breath alcohol concentration of 0.02 or greater, a second test, confirming the first and providing quantitative data of alcohol concentration, shall be performed. An alcohol test shall be considered positive when both the screening test and the confirming test show a B.A.C. of 0.02 or greater.
(d) Results. The breath test results shall be transmitted by the B.A.T., in a manner to assure confidentiality, to the employee, to the Commissioner of Education and the PSS Human Resources Officer.

(e) Confidentiality. Other than as specified above, no person involved in the testing process shall release the results of breath tests to any other individual without a written release from the tested employee.

(f) Invalid Test. If the Commissioner of Education determines that the test is invalid, using the factors found at 49 CFR, part 40.79, the test result shall be reported as negative.

(g) Statistical Reporting. The B.A.T. shall compile statistical data that is not name-specific, related to testing results. The B.A.T. shall release the statistical data to the Commissioner of Education upon request.

Modified, 1 CMC § 3806(f).


§ 60-30.3-835 Collecting and Testing Urine Specimens

(a) Collection Site. Urine specimens shall be collected only at a site approved by the Commissioner of Education.

(b) Collection Protocol. Urine specimens shall be collected by persons trained in the collection process developed by the Substance Abuse and Mental Health Service Administration, United States Department of Health and Human Services, in accordance with standard collection protocols as specified in 49 CFR, part 40(B), “Procedures for Transportation Workplace Drug Testing Programs Drug Testing” except as otherwise provided in this section. However, the M.R.O. or a consulting physician, when requested, may assist in facilitating the collection for post-accident testing.

(c) Splitting Sample.
(1) After collecting a sample of the employee’s urine, the sample will be split into two specimens. Both specimens will be shipped to the laboratory selected for performing tests for PSS.
(2) One specimen, called the primary specimen, shall be tested for the PSS. The other specimen, called the secondary specimen, shall be the property of the employee, to be tested only upon request of the employee.

(d) Confirming Test. Primary urine specimens shall first be subjected to a screening test. Only if the screening test shows positive for the presence of prohibited drug, will a second test be
conducted on the same urine specimen to identify the presence of a specific drug or metabolite, using a gas chromatography/mass spectrometry (GC/MS) test. No drug test shall be considered positive unless both the screening test and the confirming test show the presence of one or more of the drugs tested.

(e) Results. The laboratory conducting the urine test shall give the results only to the M.R.O. The M.R.O. shall discuss the test result with the tested individual.

(f) Invalid Test. If the M.R.O. decides that the test is invalid, the candidate or employee shall immediately submit another urine specimen for testing.

(g) Employee Test. If the PSS’s test shows positive for the presence of a specific drug or drugs, the employee may request that the M.R.O. have the secondary specimen tested at another laboratory certified by the United States Department of Health and Human Services, for the presence of the drug or drugs found in the primary specimen.

(1) The employee must make the request, in writing, within 72 hours of receiving notice of the result of the PSS’s test.

(2) The results of the second test shall be given to the M.R.O. who shall discuss the results with the employee.

(3) The employee shall pay for the cost of the second test.

(h) Alternative Explanations for Positive Test Results.

(1) Upon receiving a report of a positive test result, the M.R.O. shall determine if there is any alternative medical explanation for the result, including the use of prescribed medication by the employee. Such a determination shall be based on information received from the employee such as the tested individual’s medical history and records. If the M.R.O. determines it to be necessary, he or she may request pertinent analytical records from the laboratory or require a re-analysis of the specimen.

(2) The M.R.O. shall report the urine test result as negative and shall take no further action if he or she determines:

(i) There is a legitimate medical explanation for a positive test result, other than the use of the specific drug; or

(ii) Based on a review of laboratory inspection reports, quality assurance and quality control data, and other drug test results, the positive drug test result is scientifically insufficient for further action.

(i) Illegal Use of Opium. If the GC/MS does not confirm the presence of 6 monoacetylmorphine, the M.R.O. shall determine whether there is clinical evidence, in addition to the urine test result, of illegal use of any opium, opiate or opium derivative.
(j) Report to PSS. The M.R.O. shall report all positive and negative urine drug test results, in a manner to assure confidentiality, to the PSS Human Resources Officer and the Commissioner of Education.

(k) M.R.O. and Confidentiality. Other than as specified above, the M.R.O. shall not release the results of drug tests to any other individual without a written release from the tested employee.

(l) Statistical Reporting. The M.R.O. shall compile statistical data, that is not name-specific, related to testing and rehabilitation. The M.R.O. shall release the statistical data to the Commissioner of Education upon request.

Modified, 1 CMC § 3806(f).


§ 60-30.3-840 Employee Awareness and Rehabilitation

(a) Employee Awareness Training. All employees shall receive information concerning the effects and consequences of drug and alcohol use on personal health, safety, and the work environment; the manifestations and behavioral clues indicative of drug and alcohol use; and the resources available to the employee in evaluating and resolving problems associated with the use of illegal and legal drugs and alcohol.

(b) Employees Seeking Voluntary Assistance. All employees shall be allowed to voluntarily seek assistance for alcohol or drug use at any time prior to being required to be tested under the reasonable suspicion, post-accident or random testing procedures.

(1) Referrals. Employees may request referral to an S.A.P. for treatment, may refer themselves, or may be referred by a supervisor as part of a performance counseling. Such referrals shall only be made a part of the employee’s medical file and shall not be a part of the employee’s official PSS personnel folder. Referrals shall be kept confidential.

(2) Voluntary referrals. Employees who voluntarily seek assistance in dealing with drug and alcohol problems or accept referrals, before job performance is compromised, shall be provided the same leave benefits for recommended treatment as provided for any other health problem.

(3) Accountability for job performance. Regardless of participation in or requests for referrals, employees shall be held accountable for acceptable job performance. In no case where job performance has been compromised will disciplinary action be waived for employees seeking assistance and referral. However, such requests may be considered a mitigating factor in determining the appropriate form of discipline.

(c) Job Security Maintained. Employees shall not have job security or promotional opportunities jeopardized solely because of a request for a drug or alcohol treatment referral.
(d) Required Documentation. Although voluntary referrals or referrals made prior to testing are kept strictly confidential, documentation of poor performance or disciplinary actions taken due to drug or alcohol abuse shall be included in the employee’s official PSS personnel folder.

Modified, 1 CMC § 3806(f).


§ 60-30.3-845 Disseminating Information on Regulation

(a) Distribution to Employees. All current employees shall receive a copy of the regulations in this part at least thirty days before the implementation date. New employees hired after the effective date of these regulations will be given a copy of this policy at the time of hire. Each employee shall sign a form prescribed by the PSS Human Resources Officer which acknowledges the receipt of these regulations and the employee’s understanding that he or she is bound by the regulations. This acknowledgment shall be kept in the employee’s official PSS personnel folder.

(b) Posting. These regulations will be posted in all workplaces for at least sixty days following their implementation.

Modified, 1 CMC § 3806(d), (e), (f).


§ 60-30.3-850 Record Retention and Reporting Requirements

(a) Administrative Records. Records relating to the administration of the regulations in this part, including policy and program development, employee awareness training, supervisory training, collection site training, program administration, and calibration documentation, shall be kept by the PSS Human Resources Office and the M.R.O. for five years.

(b) Records Relating to Collection Process. Records relating to the breath and urine collection process shall be kept by PSS, the M.R.O., and the specimen collector at the collection site for two years.

(c) Refusals, Referrals and Test Results. PSS shall keep a copy of all records of refusals to be tested, breath and urine test results, and referrals to an S.A.P. in the employee’s medical file, not the employee’s official PSS personnel folder, at least until such time as disciplinary action is taken. The M.R.O. shall keep a copy of all urine test results and the B.A.T. shall keep a copy of
all breath test results in a manner to assure confidentiality. No test results shall be available for use in a criminal prosecution of the employee unless the employee consents or the court orders the release of the results.

(1) Positive test result records, records of refusals to be tested and referrals to an S.A.P. shall be kept for five years.

(2) Negative test result records shall be kept for a period of one year.

(d) Report to Federal Contract Agency. To comply with the Drug Free Workplace Act of 1988, 41 U.S.C. § 702(a)(1)(E), the Commissioner of Education shall notify the federal contracting agency of the conviction of any employee for selling, manufacturing or dispensing any illegal drug on government business property or government time, within 10 days of the conviction.

Modified, 1 CMC § 3806(d), (e), (f).


Commission Comment: The following form appeared at the end of this part:

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
STATE BOARD OF EDUCATION
PUBLIC SCHOOL SYSTEM
P.O. Box 501370, Saipan, MP 96950
Tel. Nos.: (670) 664-3727/3700
Fax No.: (670) 664-3711/3798

ACKNOWLEDGEMENT FORM FOR THE
ALCOHOL AND DRUG FREE WORKPLACE POLICY

I __________________ do hereby acknowledge the (Applicant or Employee) receipt of the Public School System’s Alcohol and Drug Free Workplace Regulations. I understand that I am required to comply with the requirements of these regulations.

_________________________ __________________
Print Name & Sign Date

Social Security Number: __________________________
Signature of Witness: ____________________________ Date

Original to be filed in Employee’s Personnel File. Copy to Employee.

Part 900 - Performance Evaluation Rubric and Process for School Administrators Evaluation

§ 60-30.3-901 Purpose

(a) To assess school administrators in relation to the CNMI Public School System “professional teaching standards and school administrator leadership standards” and to design a plan for professional growth. The performance evaluation shall be conducted on a yearly basis, on the respective school administrator's anniversary date.

(b) The Commissioner of Education or designee will conduct the performance evaluation process in which the principal will actively participate through the use of self-study assessment, reflection, presentation of artifacts, and supervisory and administrative performance requirements.

Modified, 1 CMC § 3806(a), (f), (g).


Commission Comment: The Commission designated subsections (a)-(b), which were not so designated in the original.

§ 60-30.3-905 Process

The CNMI Public School System School Administrator Leadership process shall include the following steps:

(a) Training – before participating in the evaluation process, all principals and peer evaluators must complete training on the evaluation process.

(b) Orientation – within 6 weeks of the principal’s first day of work in any school year, the Commissioner of Education or designee will provide the school administrator with a copy of or directions for obtaining access to a copy of

(1) The rubric for evaluating CNMI Public School System school administrators;
(2) This policy; and
(3) A schedule for completing all the components of the evaluation process
(4) Copies may be provided by electronic means.

(c) School Administrator Self-Assessment – using the rubric for evaluating CNMI PSS school administrators, the respective administrator shall rate his or her own performance at the beginning of the year and reflect on his or her performance throughout the year.

(d) Pre-observation Conference
The first observation shall be a formal and announced observation; before the first observation, the Commissioner shall meet with the principal to discuss the principal's self assessment based on the rubric for evaluating CNMI PSS school administrators; the school principal’s most recent professional growth plan, and the supervisory and administrative performance observed. The school principal will provide the Commissioner of Education with a written description of the supervisory and administrative performance activities. The goal of this conference is to prepare the COE for the observation. Pre-observation conferences are not required for subsequent observations.

(e) Observations
(1) A formal observation shall last at least 2 hours
(2) New school administrators (0-4) − 3 formal observations and one peer to peer observation to be performed annually
(3) Seasoned school administrators (5 and up) − an evaluation cycle for this group of school administrators. The schedule may be adjusted for the summative evaluation of a seasoned school administrator whenever it is deemed necessary; at least 3 observations are required during 2 year employment contract.

(f) Post Observation Conference – The post conference with the principal shall be conducted no later than ten days after the observation. During the post observation conference, the principal and the COE shall discuss the document on the rubric, the strengths and weaknesses of the principal’s performance during the observed principal performance.

(g) Summary Evaluation Conference and Scoring the Principal Summary Rating Form – prior to the end of the school year and in accordance with the timelines, the Commissioner shall conduct a summary evaluation conference with the principal. During the summary evaluation conference, the Commissioner and the principal shall discuss the principal's self-assessment, the principal’s most recent professional growth plan, the components of the CNMI PSS school principal’s evaluation process completed during the year, supervisory and administrative activities observations, artifacts submitted or collected during the evaluation process and other evidence of the principal's performance on the rubric.

(h) At the conclusion of the CNMI PSS school administrator’s performance evaluation process, the Commissioner shall:
(1) Give a rating for each element in the rubric
(2) Make a written comment on any element marked “not demonstrated”
(3) Give an overall rating of each standard in the rubric
(4) Provide the administrator with the opportunity to add comments to the summary rating form
(5) Review the completed administrator's summary rating form with the administrator; and
(6) Secure the administrator’s signature on the record of school administrator’s evaluation
activities and administrator's summary rating form

(7) Discuss and set new goals for the administrator next review cycle.
(8) Submit the completed evaluation form to Human Resource Office.
(9) The completed school administrator evaluation rating forms and justification for renewal are to be attached to employment contract renewals for all teachers.*

* So stated in the original.

Modified, 1 CMC § 3806(a), (f), (g).


Commission Comment: The Commission added periods at the end of each subsection where missing in original but left punctuation as stated in the original for subparts of each subsection ((1), (2) etc.). The Commission designated subsections (a)(4) and (h), which were not so designated in the original. The Commission also made the following corrections of manifest errors: removed “Classroom” from subsection (a)(1); changed “seasoned school administration” to “seasoned school administrator” in (e)(3); changed “principals’ most recent” to “principal’s most recent” in (g); changed “rubrics” to “rubric” in (h)(1); and changed “non demonstrated” to “not demonstrated” in (h)(2).

§ 60-30.3-910 Individual Growth Plans

School administrators who are rated “proficient” on all the standards on the school administrator summary rating form shall develop an individual growth plan designed to improve performance on specifically identified standards and elements with the goal of achieving a “distinguished” rating on all standards.


§ 60-30.3-915 Monitored Growth Plans

(a) A school administrator shall be placed on a monitored growth plan whenever he or she:
(1) Is rated “developing” on one or more standards on the school administrator summary rating form and he or she;
(2) Is not recommended for dismissal or nonrenewal.

(b) A monitored growth plan shall, at a minimum, identify the standards and elements to be improved, the goals to be accomplished and the activities the school administrator should undertake to achieve proficiency, and a timeline which allows the school administrator one school year to achieve proficiency. A monitored growth plan that meets those criteria shall be deemed to satisfy the requirements of the School Administrator Evaluation System.

Modified, 1 CMC § 3806(a), (f), (g).

Commission Comment: The Commission added periods at the end of each subsection, added the comma after “minimum” and changed “a monitored growth plans” to its singular form in subsection (b) to correct manifest errors. The Commission designated subsections (a) and (b), which were not so designated in the original.

§ 60-30.3-920 Directed Growth Plans

A school administrator shall be placed on a directed growth plan whenever he or she:

(a) Is rated
(1) “not demonstrated” on any standard on the school administrator summary rating form; or
(2) “developing” on one or more standards on the School Administrator Summary Rating form for two consecutive years; and
(3) Is not recommended for dismissal or non-renewal.

(b) The directed growth plan, shall at a minimum, identify the standards and elements to be improved, the goals to be accomplished, the activities that school administrator shall complete to achieve proficiency, a timeline for achieving proficiency within one school year. A directed growth plan that meets those criteria shall be deemed to satisfy the requirements of the School Administrator Evaluation System.

Modified, 1 CMC § 3806(a), (f), (g).


Commission Comment: The Commission added periods at the end of each subsection and changed “one of more” to “one or more” in (a)(2) to correct manifest errors. The Commission designated subsections (a) and (b), which were not so designated in the original.

§ 60-30.3-925 Effective Dates

(a) Effective School Year 2010-2011, the PSS shall provide orientation, training seminars and establish a teacher/administrator focus group to identify artifacts and a list of evidence to be used with the School Administrator Evaluation System.

(b) Effective School Year 2011 -2012, all school administrators in the CNMI Public School System will be evaluated using the PSS School Administrator Evaluation System and this policy.

Modified, 1 CMC § 3806(a), (f), (g).


Commission Comment: The Commission added periods at the end of each subsection and changed “established” to “establish” in (a) to correct manifest errors. The Commission designated subsections (a) and (b), which were not so designated in the original.
Exhibit A

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, color, religion, national origin, age, disability, or retaliation for the exercise of any of these rights. 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

Name_____________________________Social Security No. ________________________________

Current Address:
____________________________________ ________________________
Street Address/Box Number City State Zip

Permanent Address:
____________________________________ ________________________
(Leave blank if the same as your current address)

Daytime Phone at Which You Can Be Reached: (___)________________________

Evening Phone at Which You Can Be Reached: (___)________________________

Are you a CNMI Government retiree? ___Yes ___No

POSITION(S) APPLIED FOR:
Type of Work Desired: _____ Full Time _____ Part Time _____ Temporary
(check one)

Salary Desired: $ ____________________ per ____________________ (monthly/year/hour)

GENERAL INFORMATION

1. Have you ever applied for a job with PSS in the past? If yes, please give ___ Yes ___ No the date of application and the position for which you applied. State your name at the time, if different from your present name.

2. Have you ever been employed by PSS in the past? If yes, please give dates ___ Yes ___ No of employment, and position(s) held. State your name while employed, if different from your present name.

3. If hired, will you able to work during the usual hours and days required for ___ Yes ___ No the position(s) for which you are applying? If no, explain on a separate sheet of paper and attach it.

4. Do you have any commitments to another employer that might affect your employment with PSS? If yes, explain on a separate sheet of paper and attach it. ___ Yes ___ No

5. If hired, can you furnish proof that you are 18 years of age or older? If no, ___ Yes ___ No explain on a separate sheet of paper and attach it.

6. If hired, can you furnish proof that you are eligible to work in the ___ Yes ___ No Commonwealth of the Northern Mariana Islands as a resident worker (U.S. citizen, national, spouse of a U.S. citizen or national, or Compact of Free Assn. citizen)? If no, please indicate your citizenship:

7. Have you ever had any adverse action or any disciplinary action with ___ Yes ___ No regard to your teaching certificate or employment in any teaching capacity taken or proposed against you? If yes, explain on a separate sheet of paper and attach it.

8. Do you have any language abilities (such as reading or speaking a ___ Yes ___ No 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.

9. Have you received a copy of the Regulations for the Public School System ___ Yes ___ No
Employment of Non-Certified Personnel?

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. ___ Yes ___ No

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. ___ Yes ___ No

12. EMPLOYMENT HISTORY

<table>
<thead>
<tr>
<th>PRESENT &amp; FORMER EMPLOYERS</th>
<th>MAY WE CONTACT YOUR PRESENT EMPLOYER?</th>
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<tr>
<td>(List Most Recent First)</td>
<td>___YES ___ NO</td>
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<tr>
<td>Company Name</td>
<td>Job Title &amp; Duties</td>
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<tr>
<td>Address</td>
<td>Dates of Employment From To</td>
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<tr>
<td>City, State, Zip</td>
<td>Reason for Leaving</td>
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<tr>
<td>Supervisor (and phone number, if known)</td>
<td>Your Name When Employed, If Different From Present Name</td>
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<p>| Company Name               | Job Title &amp; Duties                   |
| Address                    | Dates of Employment From To          |
| City, State, Zip           | Reason for Leaving                   |</p>
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### Address

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<th>From</th>
<th>To</th>
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### City, State, Zip

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<tr>
<th>Reason for Leaving</th>
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### Supervisor (and phone number, if known)

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<th>Your Name When Employed, If Different From Present Name</th>
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</table>

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.)

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<thead>
<tr>
<th>Time Period(s)</th>
<th>Reason(s) for Unemployment</th>
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</table>

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

<table>
<thead>
<tr>
<th>SCHOOLS ATTENDED</th>
<th>NAME OF SCHOOL AND LOCATION (HIGHEST GRADE COMPLETED)</th>
<th>DID YOU GRADUATE?</th>
<th>DEGREE/ DIPLOMA/ CERTIFICATE</th>
<th>GRADE POINT AVERAGE</th>
<th>MAJOR COURSES OF STUDY</th>
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</thead>
<tbody>
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<td>HIGH SCHOOL(S)</td>
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<td>TECHNICAL, BUSINESS OR MILITARY</td>
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14. MILITARY EXPERIENCE
   A. Have you served in the U.S. military?  _____ Yes  ___ No
   B. If so, list the branch and highest rank obtained:
              ________________________________
   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

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<tr>
<th>NAME</th>
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<th>PHONE NUMBER</th>
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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
© 2018 by The Commonwealth Law Revision Commission (Mar. 28, 2018)
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.

Date: __________________________ Signature: __________________________

Consent to Investigate Criminal Records/Agreement to Notify PSS of Crime Info.:

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. I also agree to notify the PSS within fifteen days if I should be charged or convicted of any crime, while my job application is pending or, if hired, during my period of employment.

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 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.
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.

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.

Agreement that C.N.M.I. Law and Courts Govern the Application Process:

I agree that the laws of the Commonwealth of the Northern Mariana Islands shall govern all aspects of my applying for a job with the PSS and that any legal or equitable action I may bring regarding my applying for a job and/or any matters related to this process shall be brought in the Commonwealth of the Northern Mariana Islands Courts of Law only.

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: ______________________________

CERTIFICATION OF HUMAN RESOURCES OFFICIAL OR PSS INTERVIEWER

I hereby certify that ___________________ has voluntarily executed the following waivers and notices:

1. Representation That Application Is Filled Out Truthfully.
2. Consent to Investigate Criminal Records.
4. Consent to Physical Examination and Review of Medical Records.
6. Consent to Drug Testing.
8. This Is An Application -- Not A Contract.
9. A Medical Examination Is Required For This Job.

Executed on this ___ day of _________,199_, at ________________ (city), ________________ (state, territory or commonwealth).

Dated: __________________________ ______________________________
        PSS Interviewer or HRO Official (Print and Sign Name)

(end of 8 pages of application form)
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 Human Resources 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?

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: one-way transportation and housing. Airfare from the point of hire to the island assigned for work and three days of hotel accommodations and meal allowances are provided for employees and up to three of their dependants who do not already have a place to stay on island. 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?


What if I still have questions?

The Human Resources Office welcomes questions about the hiring process or employment terms and conditions. If you are on-island, you can visit them or call them at (670) 664-3700 or fax them at (670) 664-3707. If you are off-island, you can call or fax or write to the Human Resources 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.

Modified, 1 CMC § 3806(f), (g).

Commission Comment: The Commission corrected the spelling of the words “related” and “medical.”

**Exhibit B**  
**Letter of Intent to Offer Non-certified Employment**

(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 unforeseen 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 Human Resources Officer

Modified, 1 CMC § 3806(g).


Commission Comment: The Commission corrected the spelling of “unforeseen.”

**Exhibit C**  
**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 preschool, 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 § l(b) per annum, which total sum shall be payable in 26 equal bi-weekly installments per annum. If this contract is for less than two years the employee shall be paid a prorated portion of that amount. In the event that the Employee is suspended or discharged for sufficient and just cause in accordance with the PSS regulations, the 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 an approximately 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 the last page. An employee covered by the FLSA must sign a Compensatory Time Off Agreement along with this contract which permits the PSS, in its discretion and within limits, 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 § l(b).

      (2) Section 4: The number of days to be worked shall be determined by the Human Resources Officer up to a maximum number of days per fiscal year as written in § l(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 § l(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, not the PSS, 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. 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 PSS Regulations.
   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 set forth by section 1(b) of this contract, 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, paycheck, lump sum annual leave payments, or housing stipends. 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. The PSS shall concur with an employee’s request to abandon or leave employment with the PSS if the reason the employee is leaving
employment with the PSS is because of the death of a spouse, child, sibling, or parent or because
the employee or a spouse, child, sibling, or parent is domiciled with them and suffers from a
“serious health condition” as defined by § 6311 of the Non-Certified Regulations which cannot
be properly treated in the Commonwealth. By concurring, the PSS agrees not to seek
compensation for the ten percent liquidated damages or expatriation expenses owed pursuant to
the Off-Island Hire Terms and Conditions.

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
PSS’s non-certified rules and regulations.

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 Contract, 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.

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 4 of the non-Certified Regulations. 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. These requirements do not preclude Employee from filing a complaint with a
government agency charged with enforcing provisions of law (such as the EEOC), prior to
completing the prosecution of a grievance through the PSS’s grievance process.
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), and this is the first contract the employee is entering into with the PSS, then the Off-Island Hire Terms and Conditions of Employment, which must be attached hereto, apply to this Contract. Off-island terms and conditions carry over from contract to contract, regardless of whether they are attached to renewal contracts.

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 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.

HUMAN RESOURCES 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 under § 18. ___Yes ___ No

Date: _______________________

PSS Human Resources Officer

© 2018 by The Commonwealth Law Revision Commission (Mar. 28, 2018)
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

In order for this contract to be valid, the employee must sign a Compensatory Time Off Agreement form, which has been attached and is hereby incorporated into this contract.

_____ Yes _____ No

Date: _______________________

____________________________________
PSS Legal Counsel

CONTRACTING PARTIES

FOR PSS:
Date: _______________________

____________________________________
COMMISSIONER

FOR THE EMPLOYEE:
Date: _______________________

____________________________________
EMPLOYEE

Print Name: ____________________________

Modified, 1 CMC § 3806(g)

Commission Comment: In § 6(a)(3), the Commission corrected the spelling of the word “bi-weekly.” In § 14, the Commission corrected the spelling of the word “contract.”

On September 15, 1998, the Board of Education proposed a new contract form for non-certified, part-time special hourly employees. See 20 Com. Reg. 16120 (Sept. 15, 1998). A notice of adoption was never published for the proposed new contract form and, therefore, the Commission has not incorporated it as an exhibit to the Non-certified Personnel Regulations.

Exhibit D
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 Human Resources 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 Human Resources 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.
      (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 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.
   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.

2. Expatriation: 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 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, 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.
   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.

3. Housing Stipend:
   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:

<table>
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<tr>
<th>Size of Family</th>
<th>Maximum Allowable Stipend</th>
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<tbody>
<tr>
<td>Employee alone</td>
<td>$400/month</td>
</tr>
<tr>
<td>Employee with spouse</td>
<td>$400/month</td>
</tr>
<tr>
<td>Employee with child</td>
<td>$500/month</td>
</tr>
<tr>
<td>Employee with spouse and one child</td>
<td>$500/month</td>
</tr>
<tr>
<td>Employee with two or more children as dependents</td>
<td>$600/month</td>
</tr>
</tbody>
</table>

   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 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.

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, 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.

   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 five pages.

For the Employer:

_______________________________________  Date: ______________________
Commissioner of Education

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

Point of Hire: ______________________________ (To be filled out by Human Resources Officer.)

Dependents:

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<tr>
<th>Name</th>
<th>Age</th>
<th>Relationship</th>
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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.

________________________________  Date: ________________
Employee


**Exhibit E**

**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
