

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
SAIPAN MARIANA ISLANDS

VOLUME 19 NUMBER 01



JANUARY 15, 1997

COMMONWEALTH REGISTER

COMMONWEALTH REGISTER
VOLUME 19 NUMBER 01
JANUARY 15, 1997

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NORTHERN MARIANAS HOUSING CORPORATION

P.O. BOX 514, Saipan, MP 96950

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234-7670
Fax: (670) 234-9021

Froilan C. Tenorio
Governor

Jesus C. Borja
Lieutenant Governor

MaryLou Ada Sirok
Corporate Director

BOARD OF DIRECTORS

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Chairman

Oscar P.Q. Quitugua
Vice Chairman

Martin DLG. San Nicolas
Secretary

Jesus D. Sablan
Treasurer

Francisco B. Evangelista
Director

NOTICE OF PROPOSED AMENDMENT

Pursuant to Public Law 8-41, Section 11, Governor Froilan C. Tenorio and Lt. Governor Jesus C. Borja, through the Northern Marianas Housing Corporation (NMHC) Board of Directors, hereby serves notice that it has adopted the proposed **Direct Family Home Loan Amended Policy and Procedures**, amending policies and procedures for the administration of its Direct Family Home Loan Program, pursuant to the authority provided under Executive Order 94-3, Section 407 of Re-organization Plan No. 2 of 1994, Directive No. 138, and the Administrative Procedures Act, 1 CMC 9101, et. Seq. Of the Commonwealth Code.

This amended policy and procedures will generally govern the operation of the NMHC's Direct Family Home Loan (DFHL) Program consistent with NMHC's mandated objectives.

Copies of the proposed DFHL amended policy and procedures are available at NMHC's Central Office, Garapan, Saipan and its field offices on Tinian and Rota.

NMHC urges the public to submit written comments and recommendations regarding the proposed DFHL Amended Policy and Procedures within 30 days after the first publication in the Commonwealth Register to the following address:

Northern Marianas Housing Corporation
P. O. Box 514, C.K.
Saipan, MP 96950-0514

Dated this 17th day of December, 1996.

JUAN S. TENORIO
Chairman
Board of Directors

MARYLOU ADA SIROK
Corporate Director



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NUTISIA POT I MAPROPOPONI NA AMENDASION

Froilan C. Tenorio
Governor

Jesus C. Borja
Lieutenant Governor

MaryLou Ada Sirok
Corporate Director

BOARD OF DIRECTORS

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Treasurer

Francisco B. Evangelista
Director

Sigun gi Lai Pupbliku 8-41, Seksiona 11, i Gobietno as Froilan C. Tenorio yan i Segundo Gobietno as Jesus C. Borja, ginen i Northern Marianas Housing Corporation (NMHC) Board of Directors, ginen este mana nae nutisia na esta ha adapta i mapropoponi komu Direct Family Home Loan Amended Policy and Procedures ni ha amenda i areklamento yan manera gi administrasion put i Programan Direct Family Home Loan, sigun gi aturidat na ma pribiniyi ginen Executive Order (Otden Eksekatibu 94-3), Seksiona 407 gi halom Re-organization Plan No. 2 gi 1994, Directive No. 138, yan i Administrative Procedures Act 1 CMC 9101, et. seq. Commonwealth Code.

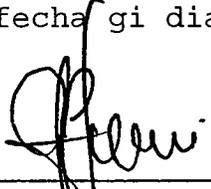
Este i ma amenda na areklamento yan manera u ginobetna operasion NMHC's gi Programan Direct Family Home Loan (DFHL) ya u akonfotma yan obligasion NMHC.

Guaha kopian i mapropoponi yan ma amenda na areklamenton DFHL yan manera para hayi interesante na petsona gi Ofisinan NMHC giya Garapan, Saipan yan i Ofisinan-niha gi islan Luta yan Tinian.

I NMHC ha sosohyu i pupbliku para u matuge papa komentun-niha pat rekomendasion put i ma amenda na areklementon DFHL yan manera ya u ma satmiti guatu gi halom tranta (30) dias despues di i primet na publikasion gi Rehistran Commonwealth ya u manahanao guatu gi sigiente na address:

Northern Marianas Housing Corporation
P. O. Box 514, C.K.
Saipan, MP 96950-0514

Ma fecha gi dia 17, Disembre, 1996.



JUAN S. TENORIO
Chairman
Board of Directors



MARYLOU ADA SIROK
Corporate Director



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Fax: (670) 234-9021

ARONGORONG REEL POMOL LLIWELIL AUTOL ALLE'GH

Froilan C. Tenorio
Governor

Jesus C. Borja
Lieutenant Governor

MaryLou Ada Sirok
Corporate Director

BOARD OF DIRECTORS

Juan S. Tenorio
Chairman

Oscar P.Q. Quitugua
Vice Chairman

Martin DLG. San Nicolas
Secretary

Jesus D. Sablan
Treasurer

Francisco B. Evangelista
Director

Sa'ngi aile'e'wal me bwa'ngil Alle'ghu'l Towlap ye 8-41, Ta'lil 11, nge Governor Froilan C. Tenorio me Lt. Governor Jesus C. Borja, fenga'l me scho'o'l Northern Marianas Housing Corporation (NMHC) Board of Directors, nge rekke arongaawow bwe aa adapta'a'li Lliiwelil kka llo'l Autol Alle'ghu'l mille Direct Family Home Loan me Lemelemil, igha e lliiwel o'wtol Alle'ghu'l Progromaal Director Family Home Loan sa'ngi bwa'ng ye e mwet sa'ngi akku'le' ye Executive Order 94-3, Ta'lil 407 mello'l Re-organisation Plan No. 2 1994, Directive No. 138, me Administrative Procedures Act 1 CMC 9101, et. seq. mello'l Commonwealth Code.

Lliiwel kkaal nge ebwe lemeli mwo'ghu'tu'ghu'tu'l Progro'maal NMHC Direct Family Home Loan (DFHL) nge ebwe ghol fenga'l me milikka re akku'le'ew nga'li NMHC.

Kopiyaal lliiwelil o'wtol alle'gh kkaal nge emmwel schagh bwe aramas ye e tipeli ebwe lo' bweibwogh sa'ngi Bwulsiyool NMHC's iye elo Arabwal. Seipe'l me ebwal eyoor wo'o'l falu'w kka Tchu'liyo'l me Luuta'.

NMHC ekke amwecsha'liir toulap bwe rebwe ischilong yaar ma'ngema'ng,aiyegh reel pomol DFHL me awwelelo'o'l aweewe kkaal llo'l eliigh (30) ra'l takkelo'o'l yaal toowow mmwal arong llo'l Commonwealth Register, Iyeel Address:

Northern Marianas Housing Corporation
P. O. Box 514, C.K.
Saipan, MP 96950-0514

E ischitiw ho'l ra'l 17, ye maram Tumwur (December), 1996.

JUAN S. TENORIO
Chairman
Board of Directors

MARYLON ADA SIROK
Corporate Director

PROPOSED
DIRECT FAMILY HOME LOAN
AMENDED POLICY AND PROCEDURES

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NORTHERN MARIANAS HOUSING CORPORATION

DIRECT FAMILY HOME LOAN AMENDED POLICY AND PROCEDURE

I. PURPOSE AND AUTHORITY

The purpose of the Direct Family Home Loan financing program is to encourage and create better living standards, a healthier environment for family life, attractive community, and to provide for modest, safe and sanitary dwellings. It will enhance the economic activity of the Mariana Islands through building construction, which will increase demands for jobs, building materials, home furnishing, and related products. It is the policy of the Northern Mariana Housing Corporation (NMHC) to assist qualified applicants to acquire and occupy a home or to improve their existing homes.

Pursuant to Executive Order 94-3, Section 407 of Re-organization Plan No. 2 of 1994, Directive No. 138, the NMHC will undertake to provide the financial or management operation or otherwise provide housing for persons with low or moderate income.

II. SCOPE

This amended policy and procedures shall apply to all direct loans to families and shall supersede all policies issued prior hereto, which are inconsistent with this policy.

III. USE OF FUNDS

All available funds either as borrowed funds, grant funds, covenant funds or proceeds from sales of NMHC's assets may be used for the purchase or construction of a detached, single family residential dwelling or for home improvement or rehabilitation. The use of such funds shall be subject to the following:

A. Ownership

The house to be constructed, improved or purchased shall be or become owned by the applicant in fee simple or leasehold interest for a minimum term of forty (40) years. The word "applicant" means a family or a single person.

B. Principal Residence

The home to be constructed or improved must be occupied and used by the applicant as his principal place of residence.

C. Occupancy

The home to be purchased must be occupied and used by the applicant as his principal place of residence immediately after the date the loan is closed, which shall be the same date as the day of purchase.

IV. ELIGIBILITY AND QUALIFICATION

Any applicant may be considered eligible for a loan under this program who is determined by NMHC to be capable of repaying the loan under the terms and conditions as established by this policy. However, no loan may be made to any applicant who is deemed by NMHC to be capable of obtaining a similar loan from a private lending institution or from his/her/their own source.

V. TERMS AND CONDITIONS OF LOANS

A. Maximum Loan Amount

The maximum loan shall not exceed One Hundred Forty-two Thousand Five Hundred Dollars (\$187,000.00) for construction or the purchase of a house.

B. Loan-to-value Ratio

The amount of the loan shall not exceed ninety percent (90%) of the appraised value of the property by NMHC or the purchase price, whichever is lower. In construction loans, the purchase price of the property means the value of the land plus the estimated cost of construction.

C. Repayment Period

The maximum repayment period of any improvement loan shall be fifteen (15) years. Repayment period for construction or purchase loan shall be not more than fifteen (15), thirty (30) or forty (40) years, depending on the repayment capability of the borrower(s).

D. Home Improvement/Rehabilitation Loan Limits

No home improvement or rehabilitation loan may be less than Two Thousand Dollars (\$2,000.00) or more than Twenty Thousand Dollars (\$20,000.00).

E. Sufficient Income Applicant

No loan may be issued to any applicant where after careful analysis of the applicant's financial status, it is determined that the applicant will encounter difficulties in repayment of the loan or would cause other financial hardships to the applicant. Appropriate guidelines and criteria should be established, upon which the soundness of any loan to be made shall be based on.

F. Construction/Improvement Requirements

All construction and improvement of homes shall meet the minimum property standards and building requirements of NMHC, including applicable regulations and zoning laws, building, electrical and fire safety codes as may be established from time to time.

G. Unit Size

Homes to be constructed or purchased shall be modest but adequate in size in relation to the size of the applicant family, and shall be reasonable in cost in relation to the needs and financial capability of the particular applicant as determined by NMHC.

H. Security

All loans shall be secured by a first mortgage on the property to be improved, purchased or constructed. Additionally, the loan may be secured by other properties or by a guarantor if deemed necessary by NMHC. NMHC may secure second mortgage for improvement loans, provided that payment on the first mortgage have been made regularly as they become due and that the additional loan from NMHC shall not exceed eighty percent (80%) of the appraised value of the property including the outstanding loan on the first lien.

I. Free and Clear Title

Any real property to be used as collateral shall be owned in fee simple or leasehold interest for a minimum term of forty (40) years by the applicant or co-applicant and shall be free from defects or encumbrances. Such property shall be accessible through a public road or an easement dedicated to and accepted by the Department of Public Works.

J. Loan Closing Fee(s)

The applicant shall pay for all necessary attorney's fees, appraisal fee, title opinion, finance charges, and other expenses and fees related to the closing of a loan.

K. First Right of Refusal

If the borrower plans to lease his/her house for more than ten (10) years or sell his/her property, which was obtained through NMHC under the Division of Public Land (DPL) Homestead Program, NMHC shall have the first right of refusal for the property developed and/or improved under this program, at the market value or selling price, whichever is lower. The purpose of this provision is for NMHC to maintain the area as residential.

L. Business Use and Leasing of Property

1. Any business or commercial activity is strictly prohibited on the premises developed, and/or improved under this program. Unless the area dictates different use(s), at which time NMHC and the Governor shall make the final determination to lift the residential restriction.
2. Any home financed and/or improved under this program may not be rented or leased out, without the prior written consent of NMHC. NMHC shall review on a case-by-case basis, after receiving a written request, and determine as to whether or not the reason(s) given justify the renting, leasing or subleasing of the premises.

VI. APPLICANT QUALIFICATIONS AND CONDITIONS

A. Sufficient Credit

The applicant shall prove sufficient credit to make all necessary payments. Credit requirements for qualifications of and applicant are subject to reasonable and necessary change from time to time by NMHC.

B. Building Plans, Specifications, Cost Estimates, Etc.

The applicant shall supply complete building plans, specifications, cost estimates, and other information to the satisfaction of NMHC.

VII. PRIORITY CRITERIA

Consideration of application shall be on a first-come, first-served basis, and must meet one of the following criteria:

A. Homeless Applicant

Applicant is without housing.

B. About-to-become Homeless Applicant

Applicant is about to become homeless and has been served with a notice of ejectment as a result of NMHC's action. This category of applicants include those whose homes have been partially damaged or totally destroyed by natural disaster.

C. Applicant with Substandard Housing

Applicant is residing in an unsafe, unsanitary or overcrowded dwelling.

D. Homestead Permittee

Applicant who has been issued a permit for an unimproved homestead lot.

VIII. ADVERTISING

Whenever additional funds are made available under this program, it shall be made known to the public through the media such as the radio and newspaper and shall state the following:

A. Fund Availability

B. Fund Origin

C. Intent as to the Use of Fund

IX. PROCESSING OF LOANS

Loan shall be processed on a first-come, first-served basis and shall be subject to the following:

A. Pertinent Information Gathering and Authorization

Any information pertaining to credit, income, employment and related matters necessary for the determination of the loan application shall be filed together with the application. If NMHC is to obtain such information itself, then authorization shall be obtained from the applicant prior to collection of information.

B. Confidentiality

Any information gathered shall be considered confidential and shall not be released to any person except upon written approval of the applicant.

X. LOAN SETTLEMENT

The loan closing of a loan made hereunder shall be subject to the following:

A. Construction Loan

For construction loans, the first monthly installment shall be due on the first day of the month following the completion and occupancy of the house or six months after the closing of the loan, whichever occurs first. Monthly installments thereafter shall be due on the first day of each and every month. Installments are due and payable within, but not to exceed thirty (30) days. Interest on disbursed loan funds will be charged to the borrower during the construction period, and shall be paid monthly during such period.

B. Improvement Loan

For improvement loans, the first monthly installment shall be due on the first day of the month following the month when the improvement of the dwelling is to have been completed or on the first day of the third month following the month the loan is closed, whichever occurs first. All monthly installments thereafter shall be due on the first day of each and every month. Installments are due and payable within, but not to exceed, thirty (30) days. Interest on disbursed loan funds will be charged to the borrower during the improvement period and payable monthly.

C. Purchase Loan

For purchase loans, the first monthly installment shall be due on the first day of the second month following the month of purchase. Monthly installments thereafter shall be due on the first day of each and every month. Installments are payable within, but not to exceed, thirty (30) days. Interest on the disbursed loan funds will be charged to the borrower(s) and payable monthly.

XI. FUND MANAGEMENT

The management of funds made available under this program shall be governed as follows:

A. Separate Account

All funds obtained and repayments hereunder shall be deposited on a separate account for Covenant Fund and Direct Family Home Loan. Said funds shall be effectively managed so that they may not be diminished and shall continue to revolve. Other than disbursements for approved loan funds, only allowable administrative cost(s) shall be deducted from the account.

B. Account Title

The account to which funds are deposited shall be known as the "Direct Family Home Loan Revolving Fund".

C. Amortization Method

Loan shall be amortized and interest on loan shall be charged on the declining balance.

D. Interest Rate

The interest chargeable under this program is nine percent (9%) per annum on the declining balance of the loan. The Board of Directors may assess a higher interest rate not to exceed the maximum interest rate established by law.

E. Interest Ceiling

Interest chargeable on any borrowed funds under this program shall not exceed two percent (2%) per annum above the interest rate assessed NMHC by a lending institution or from bond proceeds.

F. Revenue/Interest Earned

Revenue or interest earned may be deposited in NMHC's general fund account and may be expended for any approved purpose relative to NMHC's's indirect cost and administrative plan.

G. Late Charge

Late installment charge shall be fixed at one percent (1%) of the monthly installment on every late installment per month until fully paid.

H. Notes

NMHC may sell notes under this program to other lending institutions or the secondary market such as Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FMNA) and Government National Mortgage Association (GNMA) also known as Freddie Mac, Fannie Mae and Ginnie Mae, respectively.

I. Subsidy

NMHC may grant interest subsidy to eligible applicant(s) under welfare programs such as Supplemental Security Income (SSI), Nutrition Assistance Program (NAP), Low Income Energy Assistance Program (LIEAP) and other criteria as determined by the Board of Directors. Any subsidy granted shall be recaptured by NMHC from capital gains upon disposal of property or prior to loan payoff.

XII. ADMINISTRATION OF PROGRAM

The administration of this program shall be governed by the provisions of this policy and complied by the Corporate Director of the NMHC:

A. Administrator

The Corporate Director is delegated the authority and responsibilities to administer this program. In his/her capacity as the Corporate Director, he/she shall have the authority to approve or disapprove loans, promulgate rules and regulations consistent with the provisions of this policy, and shall have other powers necessary and appropriate to carry out the intent and purposes of this program.

B. Periodic Report

The Corporate Director shall make periodic reports to the Board of Directors at least once every six (6) months in regards to his administration and management of this program.

XIII. AUTHORITY RESERVED

The Board of Directors reserves the authority and power to revise, amend or repeal any provision of this policy.

In addition, the Board of Directors reserves the authority to appropriate revenues from the interests earned under this program.

XIV. INTERGOVERNMENTAL AGENCY COORDINATION

NMHC shall coordinate with other government agencies or instrumentalities, such as Commonwealth Utilities Corporation (CUC), Commonwealth Health Center (CHC), DPL, etc., for housing needs and assess fees to recover investment, maintenance and/or operating costs.



Commonwealth Utilities Corporation
Board of Directors



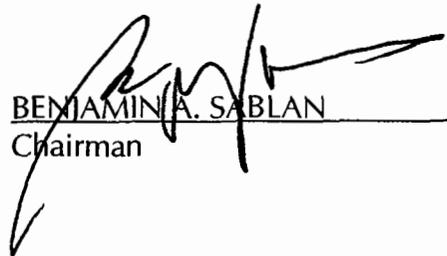
PUBLIC NOTICE

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

Governor Froilan C. Tenorio and Lt. Governor Jesus C. Borja, through the Commonwealth Utilities Corporation Board of Directors, pursuant to the authority of the Commonwealth Utilities Act, hereby gives notice to the public of its proposed attached Amendments to the Electric Service Regulations of the Commonwealth Utilities Corporation regarding its Reconnection Fee Policy.

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

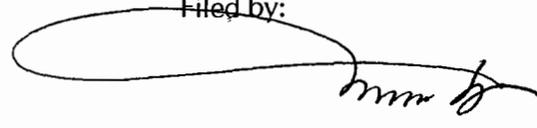
Dated this 13th day of January, 1997:


BENJAMIN A. SABLAN
Chairman


TIMOTHY R. VILLAGOMEZ
Executive Director

Received by:

HERMAN T. GUERRERO
Office of the Governor

Filed by:

SOLEDAD B. SASAMOTO
Registrar of Corporations

Date: 01-15-97

Date: 1/14/97

P.O. Box 1220, Saipan, MP 96950
Tel: 322-6020 • Fax: 322-4323



Commonwealth Utilities Corporation

Office of the Executive Director



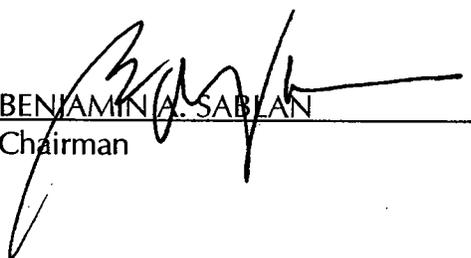
NUTISIAN PUPBLIKU

I MANMA PROPOPONI NA AMENDASION GI REGULASION SETBISIUN ELEKTRISIDAT PARA I COMMONWEALTH UTILITIES CORPORATION

I Gubetno as Froilan C. Tenorio yan Segundo Gubento Jesus C. Borja, entre i Commonwealth Utilities Corporation Board of Directors, sigun gi aturidat ginen Commonwealth Utilities Act, ginen este ha infotoma i pupbliku put i manmapropoconi yan chechetton siha na Amendasion gi Regulasion Setbisiun Elektrisidat para i Commonwealth Utilities Corporation put Areklamenton Apas Reconnection.

Hayi interesao na petsona manma sosoyu para u fan na'halom komentu, rekomendasion pat agumentu, gi tinige' put i manma propoconi siha na Amendasion para i Commonwealth Utilities Corporation put Regulasion Setbisiun Elektrisidat. Todu i manmatuge' siha na komentu u masatmiti guatu para i Executive Director, Commonwealth Utilities Corporation, ti u mas di trenta (30) dias despues di mapupblika huyong este na Nutisia.

Ma fecha gi dia 13th Ineru, 1997:

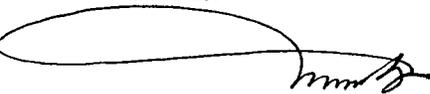

BENJAMIN A. SABLAN
Chairman


TIMOTHY F. VILLAGOMEZ
Executive Director

Rinisibi as:


HERMAN T. GUERRERO
Ofisinan Gubetno

Ma file as:


SOLEDAD B. SASAMOTO
Rehistradoran Kotporasion

Fecha: 01-15-97

Fecha: 1/14/97



Commonwealth Utilities Corporation

Office of the Executive Director



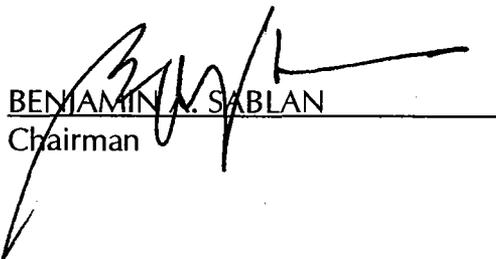
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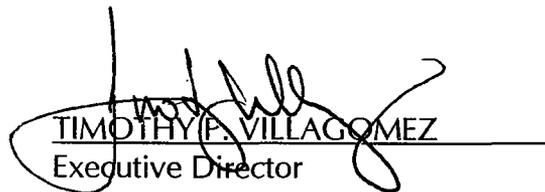
POMOL LIIWEL REEL ALLEGHUL ALILLISIL ELEKTRISDOOD MELLOL COMMONWEALTH UTILITIES CORPORATION

Gobenno Froilan C. Tenorio me Sigundo Gobeno Jesus C. Borja, sáangi mereel Commonwealth Utilities Corporation Board of Directors, sáangi mereel ailewal bwangil reel Commonwealth Utilities Act, bwelle reel milleel e isisiwow arongorongol toulap reel pomol lliiwel kka reel alléghúl alillisiil Elektrisióód mellól Commonwealth Utilities Corporation bwelle reel mille Reconnection Fees Policy.

Iyo aramas ye e tipeli bwe ebwe isisilong data, mángemáng, ngare aiyegh bwelle reel mille pomol lliiwel reel alléghúl alillisiil eletrisióód mellól Commonwealth Utilities Corporation. Ischilongol mángemáng ngare aiyegh nge ebwe isisilong ngali Executive Director mellól Commonwealth Utilities Corporation nge essóbw aluuló tittilóól ótol business, eliigh (30) rál mwiril la a póbliika arongorong yeel.

Emakketiw wóól 13th maramal School (January), 1997:


BENJAMIN N. SABLAN
Chairman


TIMOTHY P. VILLAGOMEZ
Executive Director

Bwughiyal:

HERMAN T. GUERRERO
Bwulasiyool Gobeno

Isáliyal:

SOLEDAD B. SASAMOTO
Registrar of Corporation

Rál: 01-15-97

Rál: 1/14/97



Commonwealth Utilities Corporation

Board of Directors



RESOLUTION 96-8

Whereas, the Commonwealth Utilities Corporation is a community-owned utility; and

Whereas, the Board of Directors and management are accountable to the public, and

Whereas, the community has overwhelmingly requested that the Board of Directors consider adopting a reconnection fee that reflects the average salary and community standards; and

Whereas, the Governor and Lt. Governor have acknowledged the need for the utility to reach full-cost recovery and identified this as the Corporation's most important priority; and

Whereas, the Governor and Lt. Governor acknowledge the Board of Directors has the primary responsibility regarding regulation of fees and prices; and

Whereas, the Governor and Lt. Governor have indicated that the Board of Directors is fulfilling its regulatory requirements; and

Whereas, the Governor and Lt. Governor have respected the autonomy of the Board of Directors by allowing it to reach full-cost recovery, improve internal controls and its policies and procedures in the best interest of its customers; and

Whereas, the CNMI Legislature has further acknowledged and respected the autonomy of the public agency; and

Whereas, the CNMI Legislature has requested, through House Joint Resolution 10-20, that the Corporation reduce its reconnection fee from \$150 to \$75; and

Whereas, the actual costs related to each electrical disconnection and reconnection is \$518.52, the Corporation's efforts to reach full-cost recovery will not be hampered with improved customer collections and adherence to strict corporate policies; and

H.O. Box 1220, Saipan, MP 96950

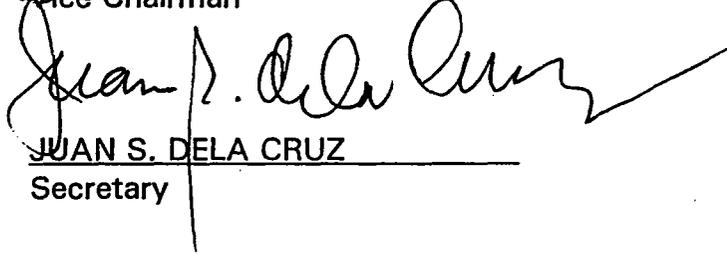
Tel: 322-6020 • Fax: 322-4323

Now Therefore Be It Resolved, that the Board of Directors instructs the Executive Director to reduce Corporation liabilities and risks by improving monthly customer collections and by monitoring the strict adherence to all policies; and further direct that the reconnection fee for residential customers shall be reduced from \$150 to \$75 upon adoption by the Board of Directors and pursuant to final publication in the Commonwealth Register. Commercial reconnection fees will remain the greater of \$150 or ten percent (10%) of the monthly bill.

Dated this 30th day of December, 1996:


BENJAMIN A. SABLAN
Chairman


JOSE S. RIOS
Vice Chairman


JUAN S. DELA CRUZ
Secretary



Commonwealth Utilities Corporation
Board of Directors



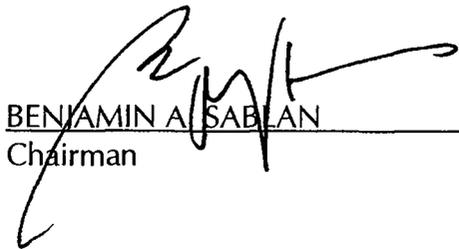
PUBLIC NOTICE

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

Governor Froilan C. Tenorio and Lt. Governor Jesus C. Borja, through the Commonwealth Utilities Corporation Board of Directors, pursuant to the authority of the Commonwealth Utilities Act, hereby gives notice to the public of its proposed attached Amendments to the Electric Service Regulations of the Commonwealth Utilities Corporation regarding its Security Deposit Policy.

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

Dated this 13th day of January, 1997:

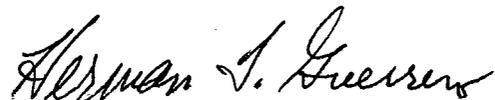


 BENJAMIN A. SABLAN
 Chairman



 TIMOTHY R. VILLAGOMEZ
 Executive Director

Received by:



 HERMAN T. GUERRERO
 Office of the Governor

Date: 1/15/97

Filed by:



 SOLEDAD B. SASAMOTO
 Registrar of Corporations

Date: 1/14/97



Commonwealth Utilities Corporation
Office of the Executive Director



NUTISIAN PUPBLIKU

I MANMA PROPOPONI NA AMENDASION GI REGULASION SETBISIUN ELEKTRISIDAT PARA I COMMONWEALTH UTILITIES CORPORATION

I Gubetno as Froilan C. Tenorio yan Segundo Gubento Jesus C. Borja, entre i Commonwealth Utilities Corporation Board of Directors, sigun gi aturidat ginen Commonwealth Utilities Act, ginen este ha infotoma i publiku put i manmapropoponi yan chechetton siha na Amendasion gi Regulasion Setbisiun Elektrisidat para i Commonwealth Utilities Corporation put Areklamenton Apas Siguritat.

Hayi interesao na petsona manma sosoyu para u fan na'halom komentu, rekomendasion pat agumentu, gi tinige' put i manma propoponi siha na Amendasion para i Commonwealth Utilities Corporation put Regulasion Sethisiun Elektrisidat. Todu i manmatuge' siha na komentu u masatmiti guatu para i Executive Director, Commonwealth Utilities Corporation, ti u mas di trenta (30) dias despues di mapupblika huyong este na Nutisia.

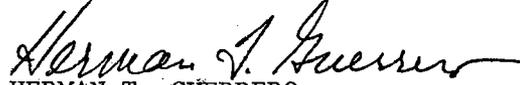
Ma fecha gi dia 13th Ineru, 1997:


BENJAMIN A. SABLAN
Chairman


TIMOTHY P. VILLAGOMEZ
Executive Director

Rinisibi as:

Ma file as:


HERMAN T. GUERRERO
Ofisinan Gubetno


SOLEDAD B. SASAMOTO
Rehistradoran Kotporasion

Fecha: 01-15-97

Fecha: 1/14/97

Lower Base, P.O. Box 1220
Saipan, MP 96950



Commonwealth Utilities Corporation

Office of the Executive Director



ARONGOROGNOL TOULAP

POMOL LIIWEL REEL ALLEGHUL ALILLISIL ELEKTRISDOOD MELLOL COMMONWEALTH UTILITIES CORPORATION

Gobenno Froilan C. Tenorio me Sigundo Gobenno Jesus C. Borja, sáangi mereel Commonwealth Utilities Corporation Board of Directors, sáangi mereel ailewal bwangil reel Commonwealth Utilities Act, bwelle reel milleel e isisiwow arongorongol toulap reel pomol lliiwel kka reel alléghúl alillisil Elektrisidóód mellól Commonwealth Utilities Corporation bwelle reel mille Security Deposit Policy.

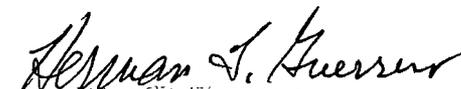
Iyo aramas ye e tipeli bwe ebwe isisilong data, mángemáng, ngare aiyegh bwelle reel mille pomol lliiwel reel alléghúl alillisil eletrisidóód mellól Commonwealth Utilities Corporation. Ischilongol mángemáng ngare aiyegh nge ebwe isisilong ngali Executive Director mellól Commonwealth Utilities Corporation nge essóbw aluuló tittilóól ótol business, eliigh (30) rál mwiril la a póbliika arongorong yeel.

Emakketiw wóól 13th maramal School (January), 1997:


BENJAMIN N. SABLAN
Chairman


TIMOTHY P. VILLAGOMEZ
Executive Director

Bwughiyal:


HERMAN J. GUERRERO
Bwulasiyool Gobenno

Rál: 01-15-97

Isáliyal:

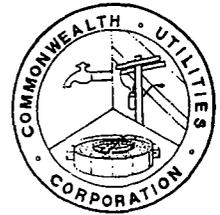

SOLEDAD B. SASAMOTO
Registrar of Corporation

Rál: 1/14/97

Lower Base, P.O. Box 1220
Saipan, MP 96950



Commonwealth Utilities Corporation



The 1994 1996 Revision of Policy Regarding Security Deposits

Part 6: Security Deposits

6.1 The Commonwealth Utilities Corporation shall collect from every customer account a two (2) month security deposit.

6.2 The CUC Engineering Division shall be responsible for calculating the actual cost of the customer's deposit based on a sliding scale of estimated kilowatt usage. Customers may be required to provide blueprints, electrical load calculations or building code certificates.

6.2.1 The security deposit shall be payable when the customer is notified by CUC that the application is complete and after the property has passed inspection. Customers shall not be required to pay the deposit before CUC is prepared to connect the customer. If CUC ~~does not~~ fails to connect the customer within two (2) weeks of receipt of the deposit, the customer may request a refund. If the customer receives a refund, he shall be required to pay a new deposit prior to connection to the CUC system.

6.2.2 CUC shall not expend funds (beyond administrative costs and the cost of inspection) in anticipation of connecting a customer until a security deposit has been paid.

6.3 After a customer has utilized the CUC full time for a period of one (1) year, the customer will have established a credit history with the Corporation. At that time, the customer may request his deposit be recalculated based on actual kilowatt usage rather than the sliding scale.

6.4 After one year of established use, and annually thereafter, the CUC may also recalculate the security deposit.

6.5 All adjustments to the original security deposit shall be calculated by averaging the two (2) highest months of actual kilowatt usage during the one year period. In the event that the actual customer usage is fifteen (15) percent higher or lower than the estimate used in rule 6.2, then the Corporation shall adjust, either higher or lower, ~~any~~ the security deposit based on the new calculations.

6.6 Adjustments in the customer's security deposit shall appear on the regular monthly bill either in the form of a credit or in the form of an additional payment required by the customer.

6.7 Customers who are found to owe an additional security deposit are obligated to pay such amount or their services are subject to disconnection as with any past due bill.

Part 6.8: Accountability of Security Deposits

6.8.1 The Corporation shall be liable for all security deposits received and shall ensure that all commercial security deposits are deposited into a secured, interest-earning account and that such account shall be separate from all other Corporation accounts.

6.8.2 The Corporation may use the balance in the security deposit account to credit all existing customers who (a) terminate their account; (b) customers who qualify for a refund; or (c) customers whose accounts are past due and scheduled for disconnection but for no other purposes not specifically mentioned or related to security deposits.

6.8.2.1 In the event that a customer's deposit is used in lieu of payment, the customer must reestablish a deposit, pursuant to rule 6.1, prior to reconnection.

6.8.3 The Corporation's Comptroller and other individuals who have access to said account shall be held liable for any misuse or misappropriation of any and all money deposited. Liability shall include employee termination, reimbursements and/or criminal charges.

6.8.4 The Corporation's Comptroller shall prepare for the Board of Directors a monthly report which explicitly details deposits and withdrawals and categorizes account action.

Part 6.9: Refunding the Security Deposits

6.9.1 Upon the termination of the commercial utility account, and if applicable, the customer shall receive a full, cash refund of any remaining deposit.

6.9.2 Partial refunds ~~may~~ shall be made prior to the termination of utility services for commercial customers who have previously paid a three (3) month deposit, if (a) they have established a good credit history, and ~~(b) the Board of Directors has determined that funds are available for that purpose~~ (b) as determined by the Board of Directors one month after this revision becomes regulation.

6.9.3 Upon determination of funding availability, the Board may return partial security deposits to qualifying customers (up to an amount which will leave the equivalent of the security deposit which would be required pursuant to the rules set forth in Part 6.1-6.6) either in the form of a credit on the utility account or in cash.

6.9.4 ~~No portion of this policy is retroactive. Customers may not disconnect utility services in order to reconnect under the new policy. If they attempt to do so, they will be subject to the old policy requiring a three (3) month security deposit as well as a re-connection fee. After five (5) years of established 24-hour use, and if there is evidence of a good credit rating, the customer may request a refund of his deposit.~~

6.9.5 The Corporation reserves the right to investigate the credit rating of all customers requesting refunds and shall make the determination of a good credit history based on, but not limited to, these factors: years of service, on-time payments, no disconnection notices, no disconnections, no promissory notes, credit reports, bank references and guarantees, etc.

6.9.6 The refunds may be made in the form of credits or cash on the account.

6.9.7 Customers who have established the five (5) year good credit history may apply for a security refund at such time that the Corporation Security Deposit Account averages a balance of \$3,000,000 and/or upon a Resolution by the Board of Directors.

6.9.8 Pending a refund of Commercial security deposits, the Corporation shall pay each commercial customer the going interest rate based on an average of local bank rates. The interest shall be paid in the form of either cash or credit once a year and shall be issued to the customer no later than one month after the close of each fiscal year. Interest shall start accumulating one month

after this revision becomes regulation.

6.9.9 No portion of this policy is retroactive. Customers may not disconnect utility services in order to reconnect under the new policy. If they attempt to do so, they will be subject to the old policy requiring a three (3) month security deposit as well as a reconnection fee.

DEPARTMENT OF FINANCE
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

P.O. Box 5234, Saipan, MP 96950
Telephone: (670) 664-1100* Facsimile: (670) 664-1115

PUBLIC NOTICE OF PROPOSED AMENDMENTS
TO THE RULES AND REGULATIONS FOR THE OPERATION
OF THE
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS LOTTERY

The Secretary of Finance hereby gives notice to the general public that he has adopted proposed amendments to the Rules and Regulations for the Operation of the CNMI Lottery, pursuant to his authority under 1 CMC 9301 et seq., the Commonwealth Lottery Commission Act, Section 307 (a) of Executive Order 94-3, and the Commonwealth Administrative Procedure Act, 1 CMC 9101 et seq.

The purpose of these amendments is to further implement those provisions of the Memorandum of Understanding of January 7, 1994, between TMS, Saipan Ltd., the Operator of the CNMI Lottery, and the former Lottery Commission, whereby TMS is obligated to continue to expand the number and type of games available within the CNMI, and the former Lottery Commission is obligated to support the introduction of additional games by promulgating the Rules and Regulations therefore. These amendments propose Rules and Regulations for the games described as "Oz Lotto" and "Powerball".

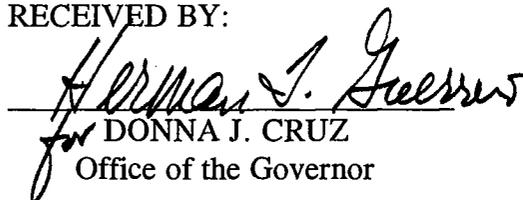
The Secretary of Finance solicits comments and recommendations concerning these amendments, which must be received by him within 30 days of the publication of this notice. Copies of these proposed regulations may be obtained at the Office of the Secretary of Finance, Capitol Hill, Saipan, NMI.

Dated this 14th day of January, 1997.



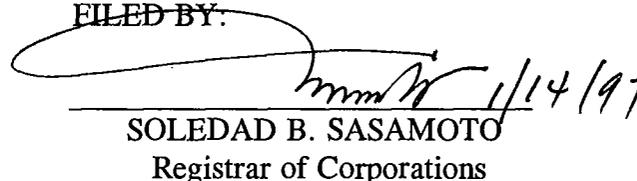
ANTONIO R. CABRERA
Secretary of Finance

RECEIVED BY:



for DONNA J. CRUZ
Office of the Governor

FILED BY:



SOLEDAD B. SASAMOTO
Registrar of Corporations

BWULASIYOOOL FINANCE
COMMONWEALTH MATAWAL WOOL FALÚWAL MARIANAS
P.O. BOX 5234, SAIPAN, MP 96950
Telephone: (670) 664-1100*Facsimile: (670) 1115

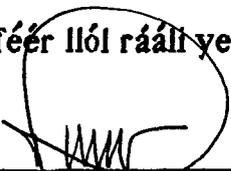
ARONGORONGOL TOWLAP REEL SSIWELIL AUTOL
ALLÉGHÚL LEMELEMIL
COMMONWEALTH OF THE NORHTERN MARIAN ISALNDS LOTTERY

Samwoolul Dipattamentool Finance sáangi milleel nge ekke arongaar towap igha aa adaptáliiló fféer kkewe e ssiwel mellól autol Alléghúl Lemelemil CNMI Lottery, sáangi bwángil me ailéwal mille 1 CMC 9301 et seq. Commonwealth Lottery Act, Tálil ye 307 (a) Executive Order 94-3, fengál meye Commonwealth Administrative Procedure Act, 1 CMC 9101 et seq.

Mwóghútúl ssiwel kkaal nge ebwe bwal yoor fféerúl Memorandum of Understanding llól maram ye Schoow(Eneero)7, 1996, lepeteer TMS, Saipan Ltd., me schóól lemelemil CNMI Lottery, me fasúl Lottery Commission, igha TMS ebwe féerú me tabweey mille ebwe lapeló tappal ukkur kka ebwe ayooráátá mellól CNMI, fengál me fasúl Lottery Lottery Commission nge ebwe alisi mille ebwe bweletá bwal akkáaw tappal ukkur igha ebwe llúghúúwlo. Ssiwel kka llól Autol Alléghúl mille reghal aita ngáre "Oz Lotto" me "Power Ball".

Samwoolul Dipatamentool Finance nge ekke tingór ngáliir towap bwe rebwe atotoolong tipeer me mángemángiir reel ssiwel kkaal, nge ebwe toolong llól eliigh rál sáangi igha e toowow arongorong yeel. Eyoor kopiyaal arongorong yeel mellól Bwulasiyool Secretary of Finance, Captol Hill, Saipan, NMI.

E fféer llól ráál ye 14th maram ye Schoow(Eneero), 1997.



ANTONIO R. CABRERA
Secretary of Finance

Amwúschúúyal:



DONNA J. CRUZ
Bwulasiyool Gubenko

Isáliiyal:



SOLEDAD B. SASAMOTO
Registrar of Corporations

DIPATAMENTON FAINASIAI
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
P.O BOX 5234, SAIPAN, MP 96950
Telephone: (670) 664-1100*Facsimile: (670) 664-1115

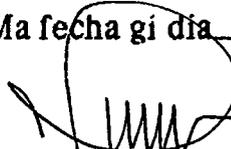
NUTISIAN PUBLIKU PUT I MAPROPOPOPONI SIHA NA AMENDASION
GI REGULASION PARA OPERASION PAT MINANEHAN I
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS LOTTERY

I Sekretariun Dipattamenton Fainasiat, ginen este ha infofotma i publiku na esta ha' adapta i amendasion siha para i Regulasion yan Areklamento para Minanehan i CNMI Lottery, sigun gi atudat ginen i 1 CMC 9301 et seq. gi Commonwealth Lottery Commision Act, Seksiona 307(a) Executive Order 94-3, yan i Commonwealth Administrative Procedure Act, 1 CMC 9101 et seq.

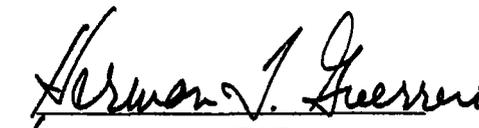
I proposiotun este siha na amendasion i para u mas ma implementa i prubinsion ginen i Memorandum of Understanding gi Ineru 7, 1994, entalo' i TMS, Saipan Ltd., i Manehanten i CNMI Lottety, yan i hagas na Lottery Commission, ni esta ma obliga i TMS para u kontinua muadelanta yan aomenta i klasen huego' siha gi halom CNMI, ginen manmafatinas este siha na Regulasion yan Areklamento. Este siha na proponen Regulasion yan Areklamento para huego ni manma deskribe komu "Oz Lotto" yan "Powerball".

I Sekretariun Dipattamenton Fainasiat ha sosoyu komentu yan rekomendasion ginen publiku put este siha na amendasion, ya debi di u fanma reside gi halom trenta (30) dias despues di ma publika huyong este na nutisia. Guaha kopian i mapropopone na regulasion gi Ofisinan Secretary of Finance, Capitol Hill, Saipan, NMI.

Ma fecha gi dia 14 Ineru, 1997.


ANTONIO R. CABRERA
Secretary of Finance

Rinisibe as:


DONNA J. CRUZ
Ofisinan Gubetno

Ma File as:


SOLEDAD B. SASAMOTO
Rehistradoran Kotporasion

OZ LOTTO

REGULATIONS

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OZ LOTTO

REGULATIONS

REGULATIONS 1 - INTRODUCTION

Authority

- 1.1 The Trustees of the Will and Estate of the late George Adams ("the Trustees"), under the business name of Tattersall Sweep Consultation, Care of George Adams, conduct and promote Consultations in accordance with the Tattersall Consultations Act 1958 of the State of Victoria and the licence issued hereunder.
- 1.2 Oz Lotto is a Consultation conducted pursuant to the said Act and Licence and the Trustees are empowered to make Regulations for the conduct of same.
- 1.3 Prize money payable to winners of Oz Lotto Consultations is derived from the Prizes Fund constituted under the said Act and into which not less than 60% of all subscriptions received are payable.
- 1.4 Each Oz Lotto Consultation will be identified by a number.
- 1.5 The Trustees shall determine the day and time of closure of any Consultation.

Objective

- 1.6 The objective of subscribers to an Oz Lotto Consultation is to forecast the 6 winning Oz Lotto numbers from the numbers 1 to 45, inclusive.

Regulations for Participation

- 1.7 These Regulations and any conditions on the current entry coupons shall be binding on all subscribers who must also comply with all entry coupon and ticket directions.
- 1.8 Unless a subscriber shall have completed the appropriate anonymity request the Trustees shall be at liberty to publicise any subscriber's name as a prize winner. In any event the Trustees shall not be liable for any inconvenience, loss, damage or injury suffered if prize winners details are released contrary to instructions.
- 1.9 If it is held by a court of competent jurisdiction that
 - (a) any part of the Regulations are void or illegal or unenforceable; or
 - (b) the Regulations would be void, voidable, illegal or unenforceable in whole or in part unless a part were severed therefrom:

then that part shall be severable from and shall not affect the continued operation of the remainder of the Regulations.

- 1.10 The Trustees may at any time amend, modify or abrogate these Regulations. If such amendment, modification or abrogation results in the invalidity of any ticket already issued, the holder of such ticket may apply for a refund of the subscription paid in respect of that ticket but the Trustees shall not be liable for any other loss or damage suffered by the subscriber.

OZ LOTTO

REGULATIONS

REGULATIONS 1 - INTRODUCTION - Cont.

- 1.11 Any liability of the Trustees to a subscriber in a Consultation, arising from any statement about that Consultation made by or any negligence on the part of an employee, servant, agent or contractor of the Trustees or any other person, shall be limited to the cost of the subscriber's subscription in that Consultation.
- 1.12 In the event of a subscriber suffering any loss or damage as a result of any unlawful act of an employee, servant, agent or contractor of the Trustees or any Accredited Representative or other agent or as a result of any fire, flood, tempest, storm, riot, civil commotion, lockout, strike or equipment failure, any liability of the Trustees to that subscriber shall be limited to the cost of that subscriber's subscription in the particular Consultation involved.
- 1.13 These Regulations shall be displayed at the East Malvern office of Tattersall Sweep Consultation and at the place of business of Accredited Representatives and may be made public by any other means.

REGULATION 2 - ENTRY COUPONS

- 2.1 Each entry coupon shall contain game panels for number selection from 1 to 45.
- 2.2 Each properly completed entry coupon shall be processed through an Accredited Representative's on-line computer terminal and, except in relation to The Mail Service, returned to the subscriber with a ticket of the kind described in Regulation 5.1.
- 2.3 Only an entry coupon that is provided or approved by the Trustees shall be capable of constituting a properly completed entry coupon for the purposes of the Consultation. Notwithstanding any other provision contained in these Regulations, no prize shall be payable to any subscriber who uses an entry coupon that is not provided or approved by the Trustees.
- 2.4 On each entry coupon completed by a subscriber, the subscriber may select from the options shown including the Season Participation option as described in Appendix One hereto, the System entry as described in Appendix Two hereto and the Advance Sale entry as described in Appendix Four hereto, and must indicate that the subscription is for an entry in Oz Lotto.

REGULATION 3 - FORECAST INSTRUCTIONS

Participation

- 3.1 Subscribers shall mark their selected numbers, by hand, in each game panel. Their selection must equal the option chosen pursuant to Regulation 2.4. Except with the prior approval of the Trustees, a subscriber shall not mark any selection upon an entry coupon by any mechanical means or means other than by hand and no entry coupon in which a selection is marked by any such means shall be considered a properly completed entry coupon for the purposes of the Regulations. Without limiting the generality of the foregoing, with the exception

OZ LOTTO

REGULATIONS

REGULATION 3 - FORECAST INSTRUCTIONS - Cont.

of any entry coupon for which the Trustees' prior approval has been obtained, an Accredited Representative shall not accept for processing, pursuant to Regulation 2.2, any entry coupon upon which a selection is marked by any such means and any subscriber claiming a prize as a result of an entry coupon containing such means of selection having been accepted by such Accredited Representative shall not be entitled to payment of that or any prize.

- 3.2 Multiple 6 number games or combinations may be entered in any game panel using a systems entry, subject to Regulation A 2.1.
- 3.3 A subscriber may request a computer-assisted entry whereupon the ticket issued containing computer-selected numbers shall constitute an accepted entry for the purposes of Regulations 5 and 6.

REGULATION 4 - COST

- 4.1 The fee payable per Oz Lotto game shall be \$1.00, and the system participation fee payable shall be \$1.00 times the number of six number games that the systems entry represents.
- 4.2 The handling charge of the Accredited Representative shall be additional to the game fees calculated in this Regulation.

REGULATION 5 - ACCEPTANCE OF ENTRIES AT TERMINAL

- 5.1 A subscriber having made a selection of numbers and paid the entry fee, plus handling charges shall be issued with a ticket recording:

- (i) The Terminal Register (TR) number if applicable;
- (ii) The Consultation designation;
- (iii) The selected numbers;
- (iv) The Oz Lotto Consultation Number;
- (v) The number of the relevant selling point terminal;
- (vi) The entry cost, including handling charge;
- (vii) The ticket serial number.

- 5.2 An issued ticket shall constitute an accepted entry for the Consultation identified thereon. A subscriber wishing to cancel a ticket may only do so on the day of issue of the ticket, at a time prior to draw closure, and only at the terminal of issue. The taking of the ticket shall constitute an acknowledgement by the subscriber that, subject to Regulation 6.2, the numbers thereon are the subscriber's selection and that all other particulars on the ticket are correct. No entry coupon or oral evidence shall then have validity or be of proof value for the purposes of any Consultation thus entered.

- 5.3 If an entry coupon is utilised for Consultations other than Oz Lotto a separate ticket will be issued for each Consultation. The particular Regulations governing each Consultation entered shall apply.

OZ LOTTO

REGULATIONS

REGULATION 5 - ACCEPTANCE OF ENTRIES AT TERMINAL - Cont.

- 5.4 Notwithstanding any provision of these Regulations, a ticket that is issued as the result of processing an entry coupon that fails to comply in any way with these Regulations, shall not constitute an accepted entry for any Consultation.

REGULATION 6 - ACCEPTANCE OF ENTRIES BY THE TRUSTEES

- 6.1 Subject to these Regulations, a ticket issued in accordance with Regulation 5 shall constitute an acknowledgement by the Trustees of such entry in the relevant Oz Lotto Consultation.
- 6.2 Where any dispute arises, the subscriber shall be bound by the prize determination founded on the particulars recorded on the official Government copy of the Trustees' computer gaming system transaction files. No subsequent or manual alteration to a ticket shall be made or made to have any validity for any purpose.
- 6.3 A ticket which is recorded as void or cancelled on the Trustees' computer gaming system transaction files shall be void and of no validity in claiming any prize, and the subscriber shall have no claim against the Trustees whether such record is made at the request of the subscriber by reason of operator error, or otherwise.

REGULATION 7 - DRAWING OF OZ LOTTO CONSULTATIONS AND PRIZE DIVISIONS

- 7.1 In each Oz Lotto Consultation 8 balls will be extracted from a drawing device containing 45 balls numbered 1 to 45. Numbers are extracted when a numbered ball rests in the display section forming part of the drawing equipment. The first six drawn balls are the winning numbers and the seventh and eighth drawn balls are the Supplementary Numbers.
- 7.2 Each drawing shall be conducted under the supervision of a representative of the Government of Victoria and shall be final for the purpose of determining prize winners for the particular Oz Lotto Consultation drawn.
- 7.3 Subject to any revision of the prize structure by the Trustees there shall be five prize divisions in each Consultation comprising

Firstly, subscribers who have correctly forecast the 6 winning numbers in any one game;

Secondly, subscribers who have correctly forecast any 5 of the 6 winning numbers plus one or both of the supplementary numbers in any one game.

Thirdly, subscribers who have correctly forecast any 5 of the 6 winning numbers in any one game;

Fourthly, subscribers who have correctly forecast any 4 of the 6 winning numbers in any one game.

OZ LOTTO

REGULATIONS

REGULATION 7 - DRAWING OF OZ LOTTO CONSULTATIONS AND PRIZE DIVISIONS - Cont.

and Fifthly, subscribers who have correctly forecast any 3 of the 6 winning numbers, plus one or both of the supplementary numbers, in any one game.

7.4 Subject to Regulation 7.5, if in any Oz Lotto Consultation, no entry contains the 6 winning numbers, the distributable prize money for First Division in the Consultation shall be added to the distributable prize money for First Division in the next relevant Oz Lotto Consultation to form a jackpot. Subject to Section 5 (6) of the said Act, the jackpot shall continue to accrue in this way for so long as no entry contains 6 winning numbers provided that no such additional jackpotting shall be effected for more than twenty four (24) consecutive games of the same type, so that if there is no Division 1 prize winner in any four (24) consecutive games of that type and there is no such prize winner in the next (or twenty fifth (25)) consecutive game of that type then the total prize money of such additional or jackpot, where there is no Division 1 prize payable in respect of such twenty fifth (25) game shall be added to the prize money allocated to the next lower division in which there is a winner.

7.5 If the Trustees guarantee a minimum prize payout in division 1 for any consultation, then the amount by which the Trustees thereby augment the portion of the prize pool allocated to division 1 in that consultation will not be taken into account in determining the amount of any jackpot to the next consultation.

7.6 No single six number game on a ticket shall win more than one prize.

REGULATION 8 - PAYMENT OF PRIZES

8.1 Subject to a rounding off process for other than the first division to the nearer sum containing a five cent multiple the prize money provided by the Trustees from subscriptions to the particular consultation shall be distributed as nearly as possible to the percentages listed below:

Division 1	Six winning numbers	40.0% thereof
Division 2	Any five winning numbers plus either of the supplementary numbers	6.0% thereof
Division 3	Any five winning numbers	11.0% thereof
Division 4	Any four winning numbers	19.0% thereof
Division 5	Any 3 winning numbers plus either of the supplementary numbers	24.0% thereof
		100.0%

OZ LOTTO

REGULATIONS

REGULATION 8 - PAYMENT OF PRIZES - Cont.

Whenever the jackpotting provisions of Regulation 7.4 and Regulation 7.5 apply the six winning numbers prize money shall include, subject to Regulation 7.5, the undistributed six winning numbers prize money from the relevant earlier Consultation or Consultations. The Trustees may at their discretion further increase the distributable prize money or supplement any prize division by appropriations from the Prizes Fund.

- 8.2 Prize money distributable to Oz Lotto division 1 and division 2 winners shall be paid following expiration of the claim period specified in Regulation 9. The Trustees shall not be bound by any publication of the number of division one and division two winners or the amount of the division 1 and division 2 prizes, if such publication is made before the end of the said claim period.
- 8.3 Other than payments at accredited outlets to an amount and within a time limit specified by the Trustees, all prizes will be paid at the East Malvern office of Tattersall Sweep Consultation. Costs will only be paid to the limit specified by the Trustees and above this payment will be by cheque, either personally or by post or by remittance through a nominated bank account. The delivery of any prize winning ticket to the office of Tattersall Sweep Consultation is the responsibility and at the expense of the subscriber. Proof of posting or bank lodgement will not be accepted as proof of delivery.
- 8.4 The subscriber shall accept all risks, losses, delays, errors or omissions, which may occur in Australia Post or the banking system and the Trustees shall be under no obligation to send any remittances by registered, recorded or security post. The cost of the remittance of prize money may be deducted and shall be paid by the prize winner.
- 8.5 Subject to Regulation 8.2 prizes for 6 winning numbers or five winning numbers plus either of the supplementary numbers including any other prizes on these winning tickets shall be paid at the East Malvern office of Tattersall Sweep Consultation.
- 8.6 If in any division there is more than one winning game the prize money allocated to that division will be apportioned amongst such winning games equally.
- 8.7 Subject to Regulation 7.4, if there are no winners in any one division the prize money allocated to that division will be added to the prize money allocated to the next lower division.
- 8.8 Subject to Regulation 8.11 and notwithstanding that a ticket may bear only the name of a syndicate, the Trustees will recognise only the person by whom a ticket is surrendered, as the absolute owner (and, where more than one, in equal shares) and, except as ordered by a Court of competent jurisdiction, shall not be bound to take notice or to see to the execution of any trust, whether express, implied, resulting or constructive, to which any such ticket may be subject. Payment by the Trustees to a person surrendering a ticket, of any prize money payable thereon, shall be a good discharge to the Trustees, notwithstanding any notice the Trustees may have of the right, title, interest or claim, of any other person to such prize money.

OZ LOTTO

REGULATIONS

REGULATION 8 - PAYMENT OF PRIZES - Cont.

- 8.9 The Trustees shall not be bound by any rule or agreement made between subscribers being members of any syndicate, group or other collective.
- 8.10 In order for a ticket to be valid for prize payment the following conditions must be met:
- 8.10.1 The ticket must have been issued by virtue of Regulation 3.3 or pursuant to the processing of an entry coupon which complied in all respects with these Regulations.
- 8.10.2 The ticket must not be illegible, mutilated, altered, reconstituted, counterfeit, stolen, stamped, held, cancelled, voided, or a duplicate of another ticket and must have been issued in an authorised manner by the Trustees or by an Accredited Representative.
- 8.10.3 The information appearing on the ticket pursuant to Regulation 5.1 must be identical in all respects with the record of the ticket appearing in the Trustees' computer gaming system transaction files and must be readily identifiable as such.
- 8.10.4 The ticket must pass all other confidential security checks of the Trustees and must not have been issued or obtained by any breach of these Regulations which in the opinion of the Trustees justifies disqualification.
- 8.10.5 The ticket held by the subscriber will have no value, other than allowing payment of a prize recorded on the Trustees' computer gaming system transaction files which has not previously been paid or declared non-payable.
- 8.10.6 Notwithstanding anything herein contained, the Trustees may require any subscriber claiming a prize, to complete a Statutory Declaration, prior to payment of such prize, to the effect that the subscriber has not acted and has no knowledge or any act which is or may be in contravention of these Regulations or the said Act.
- 8.11 Subject to the discretion of the Trustees, no prize money shall be payable in any Consultation, save on surrender of a prize winning ticket to the Trustees. The ticket name and address section shall be completed before presentation for prize validation and full identification may be required prior to payment.
- 8.12 Any subscriber who forms the opinion that an Oz Lotto ticket has been incorrectly evaluated by the Trustees or is unable to produce a ticket to substantiate a prize claim may lodge a written claim, at the subscribers cost in all things, on forms available from the East Malvern office of Tattersall Sweep Consultation.

OZ LOTTO

REGULATIONS

REGULATION 8 - PAYMENT OF PRIZES - Cont.

- 8.13 A replacement ticket will be issued by the terminal, in lieu of a Season Participation ticket or replacement Season Participation ticket issued in accordance with Appendix One and presented for prize payment, prior to its expiration. The replacement Season Participation ticket issued will record all information referred to in Regulation 5.1 save and except that the entry cost, including handling charge, will be replaced by the word "EXCHANGE". The replacement Season Participation ticket issued on such prize payment will be recognised for any subsequent prize won by the subscriber. The original ticket or any prior replacement Season Participation ticket thereupon ceases to be valid.

REGULATION 9 - CONFIRMATION OF MAJOR PRIZES AND CLAIMS FOR UNCONFIRMED MAJOR PRIZES

- 9.1 Subscribers who believe they are entitled to a division 1 prize (6 winning numbers) must notify Tattersall Sweep Consultation for confirmation. In the case of a prize for division 2 (3 winning numbers plus either of the supplementary numbers) the subscriber must seek confirmation by presentation of the ticket at any computer equipped outlet. Such notification must be given before the expiration of the claim period as defined in Regulation 9.4.
- 9.2 Where confirmation is not given by the Trustees, claim forms shall be provided at the Melbourne office of Tattersall Sweep Consultation. All claims for such prizes must be forwarded to or lodged at that office and be accompanied by the subscriber's ticket and a self-addressed envelope, bearing the correct postage, for letter delivery of the Trustees response to the claim. The lodging of claim forms shall be at the cost and responsibility of the claimant and late lodgement will not be accepted.
- 9.3 No division 1 or division 2 prize claim shall be entertained unless received in accordance with this Regulation and within the said claim period.
- 9.4 The period for lodging a prize claim ends on the fourteenth day after the draw date of the Consultation in which the prize is claimed. If the fourteenth day is a Saturday, Sunday or Public Holiday, the period ends on the last working day prior to the fourteenth day. All such periods end at 3.00 p.m., Eastern Standard Time or Eastern Summer Time, as the case may be, on the nominated day.

REGULATION 10 - TATTERSALL'S REGISTER

- 10.1 Any prize won by a ticket identified with a Tattersall's Register number, uncollected within the allowed period for payment shall be sent by ordinary post to the Tattersall's Register member at the address then recorded with the Register. Such payment of registered prizes shall be binding on all subscribers as full and final settlement of the prize sum. A handling fee may be charged against such prize payments.
- 10.2 Payment of such prizes will require, where directed by the Trustees, either a Statutory Declaration of ownership or that the original ticket be produced, as specified by the Trustees.

OZ LOTTO

REGULATIONS

APPENDICES

APPENDIX ONE - SEASON PARTICIPATION

- A.1.1 All entry coupons will have the Week numbers 5 and 10 printed thereon. A subscriber who wishes to choose Season Participation must indicate the number of consecutive Consultations sought to be entered and pay the requisite entry cost, plus handling fee.
- A.1.2 The provisions of Regulations 1 to 14, inclusive, shall apply to all Consultations entered by way of a Season Participation ticket and subject to Regulation 1.10, the Regulations and all Appendices in force at the commencement of each week for which the Season Participation ticket is an entry, shall bind the subscriber in respect of each entry.

APPENDIX TWO - SYSTEM PARTICIPATION

- A.2.1 All entry coupons will have Systems 7, 8-20 and Take 5/4 printed thereon. To participate in a System a subscriber must mark the System to be entered in the required manner. A subscriber shall not mark more than one of the System numbers printed on the entry coupon. A subscriber may enter up to twelve systems of the one type for Systems 7, and Take 5/4, up to ten systems of the one type for Systems 8 and 9, up to six systems of the one type for Systems 10 to 15 and one only of the one type for Systems 16 to 20 on any one entry coupon.
- A.2.2 A system entry gives multiple games, each game costing the fee provided for in Regulation 4.1, plus a handling charge.
- A.2.3 A System entry shall be completed by marking the numbers corresponding to the System number entered by the subscriber so that seven numbers shall be marked in Game A if a System 7 has been chosen, eight numbers shall be marked in Game A if a System 8 has been chosen and so on. Non-system and System participation shall not be marked on the same coupon and if marked, shall not constitute a properly completed entry coupon.
- A.2.4 Acceptance by a subscriber of a ticket shall constitute an acknowledgement that the System entry numbers, recorded thereon, are the subscriber's selections, subject to Regulation 6.2.
- A.2.5 A subscriber may complete a System entry for Season Participation and Advance Participation. The Regulations set out in Appendix one (Season Participation) or Appendix Four (Advance Participation), shall apply to such participation.
- A.2.6 The provisions of Regulations 1 to 14, inclusive shall apply to every Consultation entered by a System entry.

OZ LOTTO

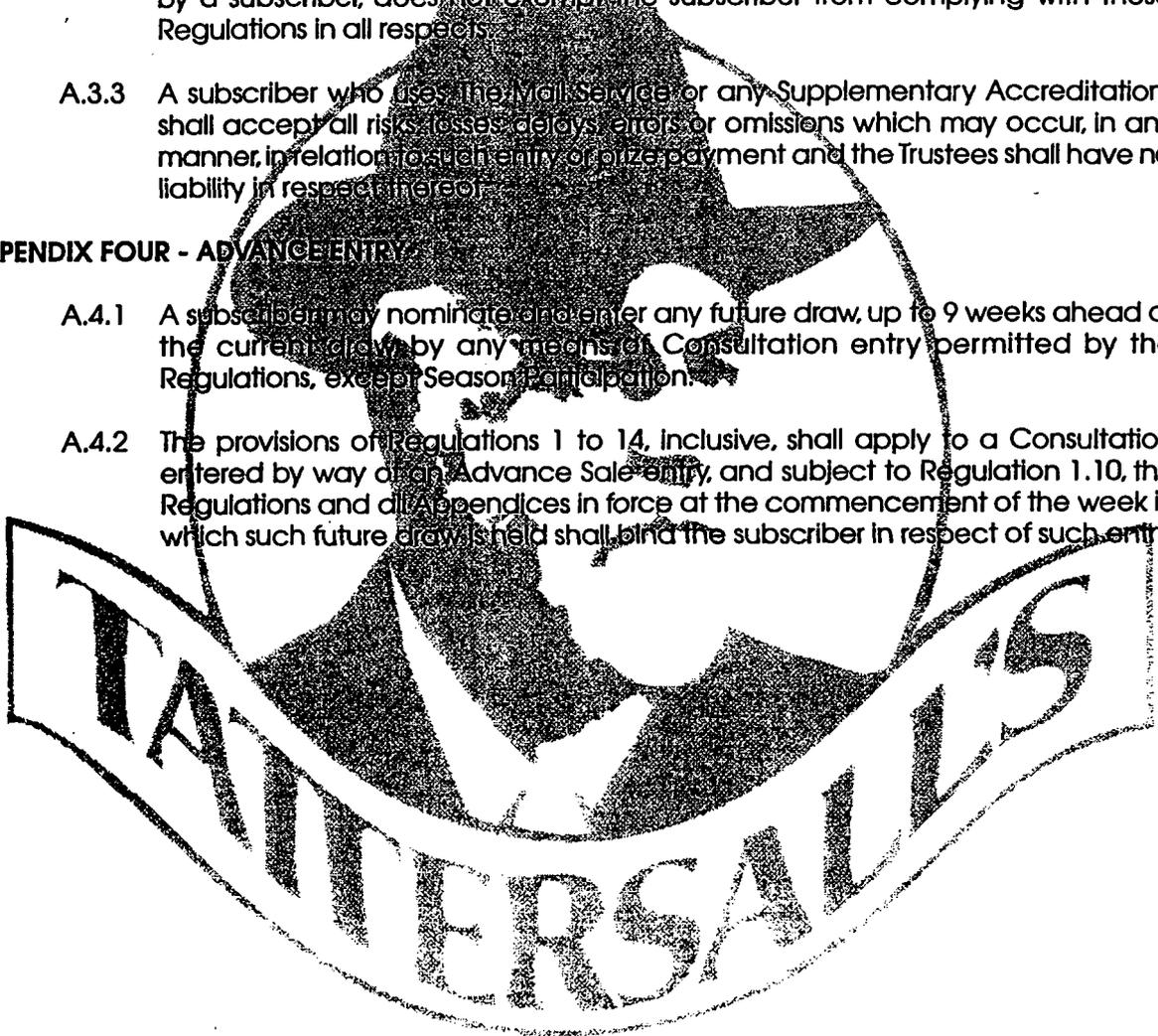
REGULATIONS

APPENDIX THREE - ENTRY THROUGH A SUPPLEMENTARY ACCREDITATION AND THE MAIL SERVICE

- A.3.1 All instructions and notices to Supplementary Accreditations and The Mail Service, shall be read and construed as part of these Regulations.
- A.3.2 No person at any Supplementary Accreditation or The Mail Service, has authority to verify the accuracy of or completion by a subscriber of, any part of an entry or entry coupon. Entry at a Supplementary Accreditation or The Mail Service, by a subscriber, does not exempt the subscriber from complying with these Regulations in all respects.
- A.3.3 A subscriber who uses The Mail Service or any Supplementary Accreditation, shall accept all risks, losses, delays, errors or omissions which may occur, in any manner, in relation to such entry or prize payment and the Trustees shall have no liability in respect thereof.

APPENDIX FOUR - ADVANCE ENTRY

- A.4.1 A subscriber may nominate and enter any future draw, up to 9 weeks ahead of the current draw, by any means of Consultation entry permitted by the Regulations, except Season Participation.
- A.4.2 The provisions of Regulations 1 to 14, inclusive, shall apply to a Consultation entered by way of an Advance Sale entry, and subject to Regulation 1.10, the Regulations and all Appendices in force at the commencement of the week in which such future draw is held shall bind the subscriber in respect of such entry.



OZ LOTTO

REGULATIONS

REGULATION 10 - TATTERSALL'S REGISTER - Cont.

- 10.3 Notwithstanding any provision of these Regulations the Trustees may refuse to pay a prize to the bearer of a prize winning ticket if the Trustees have received written notification that a subscriber registered on the Tattersall Register has lost that ticket or had the ticket stolen. If the Trustees determine to pay the bearer notwithstanding such notification, the subscriber shall not have any right to raise any objection or claim for compensation against the Trustees.

REGULATION 11 - PUBLICATION OF RESULTS

11. The Trustees will publicise the results of each Consultation drawn, as soon as practicable after each draw. Any failure on the part of the Trustees to publicise as aforesaid shall not give rise to any claim for compensation on the part of any subscriber.

REGULATION 12 - ACCREDITED REPRESENTATIVES

- 12.1 The Trustees shall not be liable to any subscriber or any person for any act, neglect, omission, delay or failure on the part of an Accredited Representative or Supplementary Representative which results in or may result in loss or damage to the subscriber or any person.
- 12.2 The engagement of an Accredited Representative or Supplementary Representative by a subscriber does not exempt the subscriber from complying with these Regulations in all respects.
- 12.3 For the payment by a subscriber of a handling charge, an Accredited Representative or Supplementary Representative shall be engaged by the subscriber as the agent of the subscriber, for the purpose of processing an entry on behalf of the subscriber. The Trustees may deal with the subscriber or any person purchasing a ticket as the principal and any subscriber engaging an Accredited Representative or Supplementary Representative will be bound by all acts or omissions of such Representative, their servants, agents or employees.
- 12.4 To the extent permissible by law, the subscriber acknowledges that it is a term of the subscriber's engagement of such Representative that the Representative shall not be liable to the subscriber for any act or omission on the part of the Representative, its servants, agents or employees, which results in loss or damage by or to the subscriber.

REGULATION 13 - INTERPRETATION

13. In these Regulations, unless the contrary intention appears;

"Accredited Representative" means a person appointed by the Trustees pursuant to the said Act to act as agent of subscriber;

"Supplementary Representative" means a person associated with an Accredited Representative who, for an agreed handling charge, is engaged by the Accredited Representative to effect subscribers' entries via the Accredited Representative's computer terminal.

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REGULATIONS

REGULATION 13 - INTERPRETATION - Cont.

"Supplementary Accreditation" means the premises where a Supplementary Representative carries on business;

"The Mail Service" means an Accredited Representative who processes subscribers' entries in Consultations, either by mail or by other means approved by the Trustees;

"Regulations" means these Oz Lotto Regulations and includes the Appendices hereto;

Reference to one gender includes all other genders;

Reference to the singular shall include the plural and vice versa;

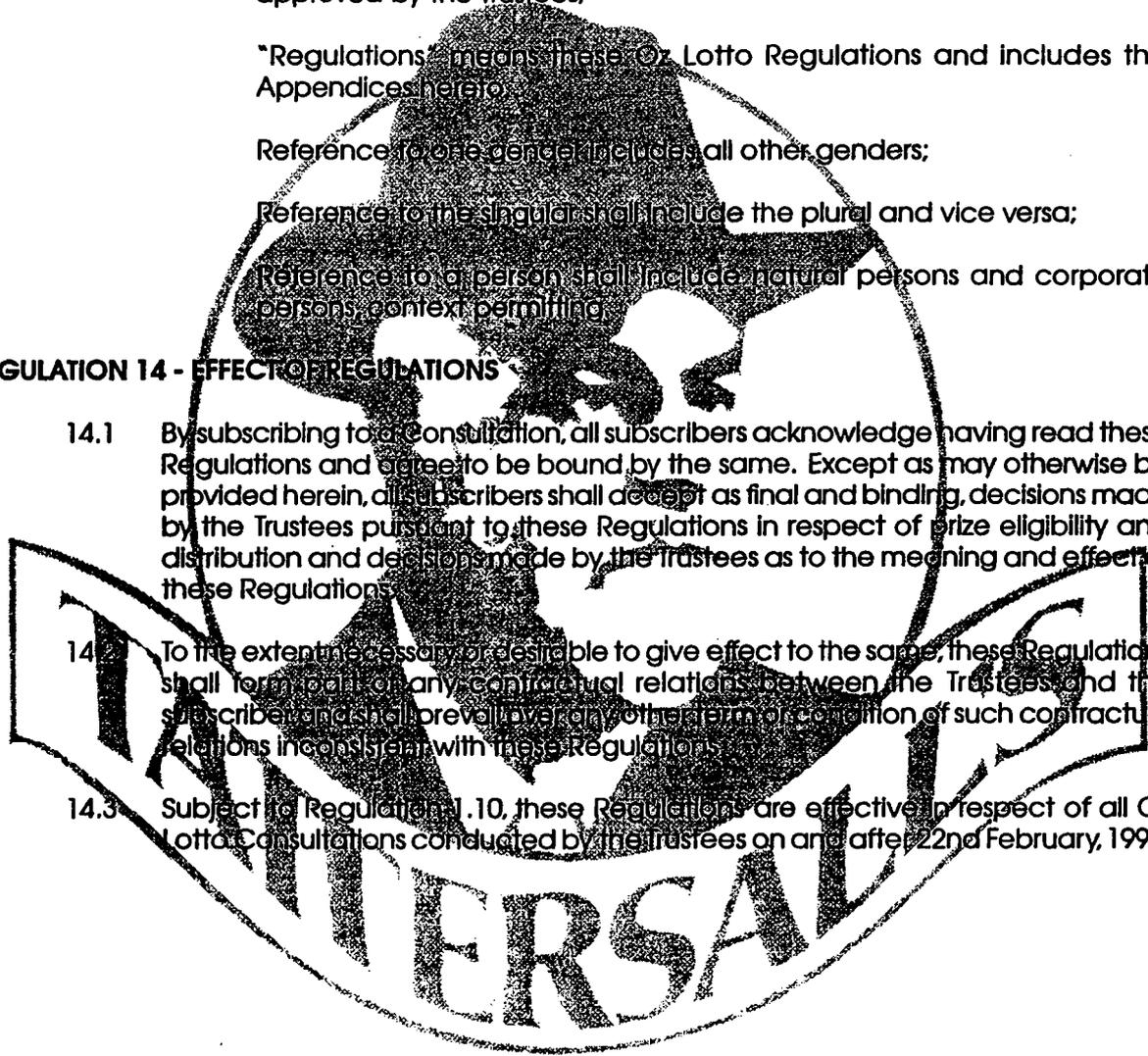
Reference to a person shall include natural persons and corporate persons, context permitting.

REGULATION 14 - EFFECT OF REGULATIONS

14.1 By subscribing to a Consultation, all subscribers acknowledge having read these Regulations and agree to be bound by the same. Except as may otherwise be provided herein, all subscribers shall accept as final and binding, decisions made by the Trustees pursuant to these Regulations in respect of prize eligibility and distribution and decisions made by the Trustees as to the meaning and effect of these Regulations.

14.2 To the extent necessary or desirable to give effect to the same, these Regulations shall form part of any contractual relations between the Trustees and the subscriber and shall prevail over any other term or condition of such contractual relations inconsistent with these Regulations.

14.3 Subject to Regulation 1.10, these Regulations are effective in respect of all Oz Lotto Consultations conducted by the Trustees on and after 22nd February, 1994.

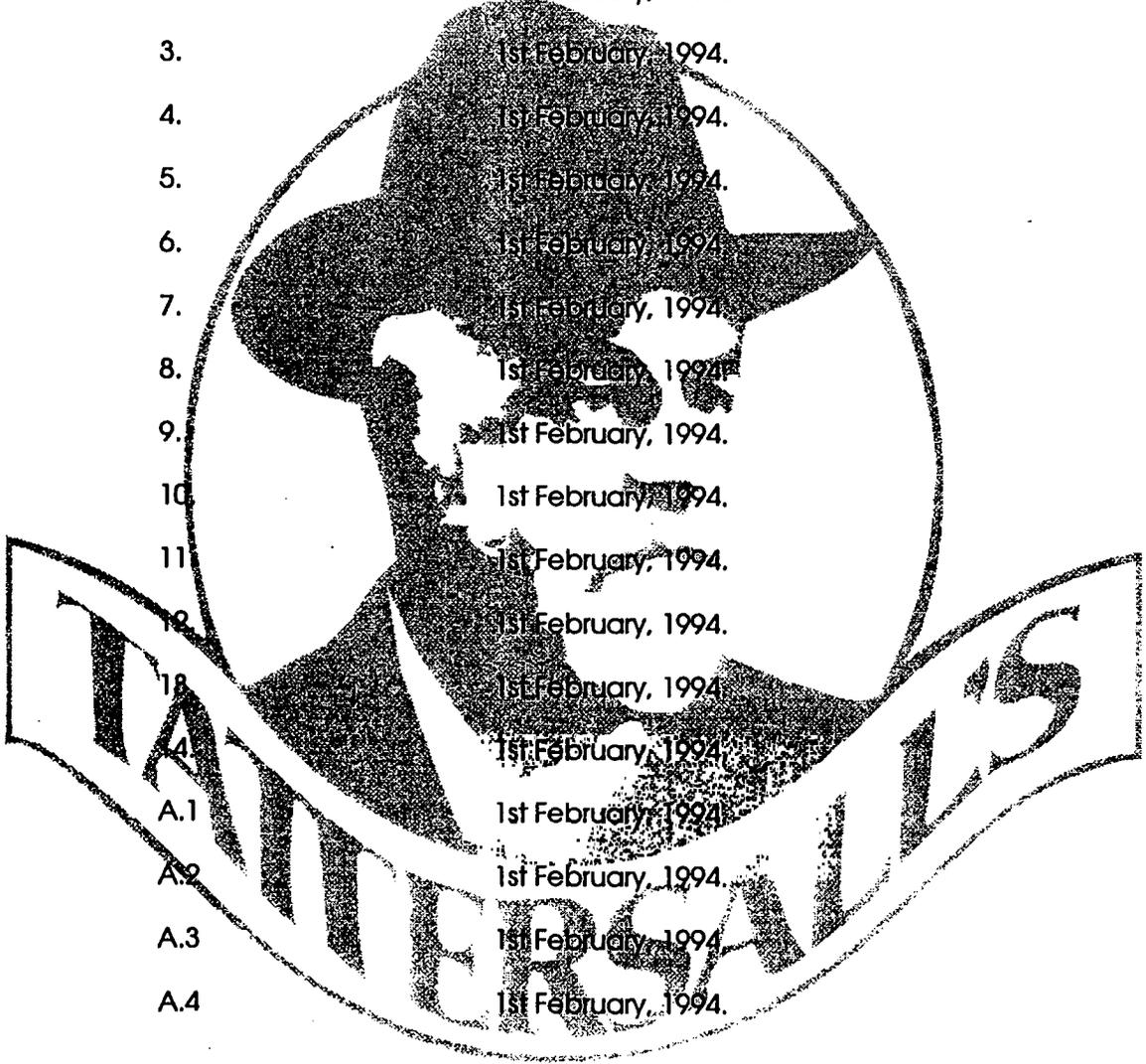


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REVISION SCHEDULE

REGULATION	FIRST ISSUE
1.	1st February, 1994.
2.	1st February, 1994.
3.	1st February, 1994.
4.	1st February, 1994.
5.	1st February, 1994.
6.	1st February, 1994.
7.	1st February, 1994.
8.	1st February, 1994.
9.	1st February, 1994.
10.	1st February, 1994.
11.	1st February, 1994.
12.	1st February, 1994.
13.	1st February, 1994.
14.	1st February, 1994.
A.1	1st February, 1994.
A.2	1st February, 1994.
A.3	1st February, 1994.
A.4	1st February, 1994.



TATTERSALL SWEEP CONSULTATION

POWERBALL REGULATIONS

REGULATION 1 - INTRODUCTION

- 1.1 The Trustees of the Will and Estate of the late George Adams under the business name of Tattersall Sweep Consultation Care of George Adams conduct and promote Consultations in accordance with the Tattersall Consultations Act 1958 of the State of Victoria and under licence from several other jurisdictions
- 1.2 Powerball Consultations are conducted by Tattersall Sweep Consultation in conjunction with the designated authorities from the States of Queensland, New South Wales, Western Australia and South Australia who together form the Powerball Bloc.
- 1.3 Prize money payable to winners of Powerball Consultations is derived from a Powerball Bloc Prizes Fund into which not less than 60% of all subscriptions received are payable.
- 1.4 Each Powerball Consultation will be identified by a number.
- 1.5 The objective of subscribers to a Powerball Consultation is to select or to have selected for them by means of a Quick Pick computer generated entry, the five(5) winning numbers from the numbers 1 to 45 drawn from Barrel A and the winning number from the numbers 1 to 45 drawn from Barrel B.

REGULATION 2 - ENTRY COUPONS

- 2.1 Each entry coupon shall contain 12 squares which enable entry into six(6) games. Each game entry comprises a top square and a bottom square with each square containing the numbers 1 to 45. The bottom square is the Powerball square.
- 2.2 A subscriber can enter a Powerball Consultation by means of a :-
 - (a) Standard Entry, or
 - (b) PowerPlay Entry which gives the subscriber multiple games with each game costing the fee covered in Regulation 4,

and thereafter may opt to play in Advance or for 1 week only or for 2, 5 or 10 consecutive weeks.

- 2.3 To enter a Powerball Consultation a subscriber must select and mark:-

1. In relation to a Standard Entry:-

- (a) five (5) numbers from the numbers 1 to 45 in the top square of the entry coupon, and
- (b) one (1) number from the numbers 1 to 45 in the corresponding bottom square of the entry coupon

in each of at least two games on the entry coupon commencing with the game squares marked "1A" and "1B", or

2. In relation to a PowerPlay Entry:-

- (a) between 3 and 24 numbers (other than 5 numbers) from the numbers 1 to 45 in the top square of the entry coupon, and
- (b) one (1) number from the numbers 1 to 45 in the corresponding bottom square of the entry coupon.

Eg. if 3 numbers (PowerPlay 3) have been selected, three numbers are marked in the top square and one number is marked in the bottom square

TATTERSALL SWEEP CONSULTATION

POWERBALL REGULATIONS

of Game 1 or if 20 numbers (PowerPlay 20) are selected twenty numbers are marked in the top square and one number is marked in the bottom square of Game 1 and so forth).

- 2.4 A Powerball Consultation entry coupon will have the expressions "PowerPlay" "3/4" and "6 to 24" printed thereon. To signify that a subscribers selected numbers constitute a PowerPlay Entry, a subscriber must mark the type of PowerPlay Entry required being either PowerPlay 3/4 or 6 to 24 according to the number of selections chosen by the subscriber in the top square. A subscriber shall not mark both.
- 2.5 Regular Entries and PowerPlay Entries can not be accepted if completed on the one Powerball Consultation entry coupon.
- 2.6 A Powerball Consultation entry coupon will have the Week numbers 2, 5 and 10 printed thereon to allow subscribers the option of entering Powerball Consultations with the selected numbers for more than one week. To enter for 2, 5 or 10 consecutive weeks the subscriber must indicate by marking on the entry coupon the number of consecutive Powerball Consultations sought to be entered.
- 2.7 A subscriber may nominate a future draw number of his choice up to 9 weeks ahead of the current draw.
- 2.8 Each properly completed entry coupon shall be processed through an Accredited Representative's on-line computer terminal and except in relation to entries by mail, returned to the subscriber with a ticket of the kind described in Regulation 5.1.

REGULATION 3 - MARKING THE ENTRY COUPON

- 3.1 Subscribers shall mark their selected numbers by hand in each game square. Except with the prior approval of the Trustees, a subscriber shall not mark any selection upon an entry coupon by any mechanical or electronic means and no entry coupon in which a selection is marked by any mechanical or electronic means shall be considered a validly completed entry coupon for the purposes of these regulations. Without limiting the generality of the foregoing, with the exception of any entry coupon for which the Trustees' prior approval has been obtained, an Accredited Representative shall not accept for processing any entry coupon upon which a selection is marked by any mechanical or electronic means.
- 3.2 A subscriber may request a Quick Pick computer generated entry whereupon the ticket issued containing computer selected numbers shall constitute an accepted entry for the purposes of regulations 5 and 6.

REGULATION 4 - COST

- 4.1 The cost of entering a Powerball Consultation comprises a subscription of 50 cents per game together with a handling charge payable to the Accredited Representative.
- 4.2 The minimum subscription in a Powerball Consultation shall be \$1.00 per entry.

REGULATION 5 - ACCEPTANCE OF ENTRIES AT TERMINAL

- 5.1 A subscriber having completed an entry coupon in accordance with these regulations and paid the entry fee plus handling charges shall be issued with a ticket or tickets recording:-
 - (i) the subscriber's Tatts Card number, if applicable;
 - (ii) The selected numbers
 - (iii) The Powerball Consultation Number/s;
 - (iv) The number of the relevant selling point terminal;

TATTERSALL SWEEP CONSULTATION

POWERBALL REGULATIONS

- (v) The ticket cost, including handling charge;
 - (vi) The ticket/s serial number/s.
 - (vii) The draw date
- 5.2 The issued ticket/s, the particulars of which should be checked at the time by the subscriber or the person buying the ticket/s for the subscriber, shall then constitute an accepted entry for the Powerball Consultation/s identified thereon. A ticket may only be voided or cancelled on the day of terminal issue, prior to the closure of the draw, and only at the terminal of issue. The taking of the ticket/s shall constitute an acknowledgment by the subscriber that subject to Regulation 6.2 the numbers thereon are the subscriber's selection and that all other particulars on the ticket are correct. No entry coupon or oral evidence shall then have validity or be of proof value for the purposes of any Consultation/s thus entered.

REGULATION 6 - ACCEPTANCE OF ENTRIES

- 6.1 The printing and issuing by a computer terminal of a ticket in accordance with Regulation 5 shall constitute an acknowledgment by Tattersall Sweep Consultation of such entry in the numbered Powerball Consultation/s
- 6.2 Where a dispute arises, the subscriber shall be bound by the prize determination based on the particulars recorded on the pre-draw Government held copy of the computer gaming system master transaction file. No subsequent or manual alteration to a computer ticket shall be made or if made have any validity for any purpose.
- 6.3 A ticket which has been recorded as void or cancelled on the computer gaming system shall be void and of no validity in claiming a prize, and the subscriber shall have no claim against Tattersall Sweep Consultation whether such void recording is at the request of the subscriber, by reason of operator error, or otherwise.

REGULATION 7- POWERBALL DRAWS & DIVISION OF PRIZES

- 7.1 In each Powerball Consultation five(5) balls will be drawn from a drawing device containing 45 balls numbered 1 to 45 and one(1) ball will be drawn from a separate drawing device containing 45 balls numbered 1 to 45, herein called Barrel A and Barrel B respectively.

Numbers are deemed drawn when a numbered ball rests in the display section forming part of the drawing equipment.

- 7.2 Each drawing shall be conducted under the supervision of a representative of the Government of Victoria and shall be final for the purpose of determining prize winners for the particular Powerball Consultation drawn.

- 7.3 There shall be 7 prize divisions in each Powerball Consultation comprising:

Division One: subscribers who have correctly selected the 5 winning numbers from Barrel A and the 1 number drawn from Barrel B in any one game;

Division Two: subscribers who have correctly selected the 5 winning numbers from Barrel A in any one game;

Division Three: subscribers who have correctly selected any 4 of the 5 winning numbers from Barrel A and the 1 number drawn from Barrel B in any one game;

TATTERSALL SWEEP CONSULTATION

POWERBALL REGULATIONS

- Division Four: subscribers who have correctly selected any 3 of the 5 winning numbers from Barrel A and the 1 number drawn from Barrel B in any one game;
- Division Five: subscribers who have correctly selected any 4 of the 5 winning numbers from Barrel A in any one game;
- Division Six: subscribers who have correctly selected any 2 of the 5 winning numbers from Barrel A and the 1 number drawn from Barrel B in any one game;
- Division Seven: subscribers who have correctly selected any 3 of the 5 winning numbers from Barrel A in any one game.
- 7.3.1 Subject to Regulation 8.2, if in any Powerball Consultation there is no valid winning ticket in Division One, then the Division One prize for that Powerball Consultation shall jackpot by adding to and forming part of the prize pool distributable to the Division One prize pool in the next Powerball Consultation in accordance with this Regulation.
- 7.3.2 If there is no winning ticket in Division One for 25 consecutive Powerball Consultation jackpot draws (being a total of 26 consecutive Powerball Consultations), the accumulated Division One prize pool in that 25th jackpot draw is to be added to the Division Two prize pool for that draw.
- 7.3.3 If the Division One prize pool is to be distributed to Division Two winners in accordance with Regulation 7.3.2, the prize money is to be treated as a Division One prize for the purposes of claiming and payment of prizes.
- 7.3.4 If in any Powerball Consultation there are no winning tickets in Divisions Two 2,3,4,5 or 6 prize then the prize pool for that division is to be added to the prize pool for the next lower division in which there is at least one winner in that Powerball Consultation
- 7.4 In any Powerball Consultation no one Standard Entry game shall win more than one prize.
- 7.5 The holder of a ticket containing a PowerPlay Entry may claim a prize in one division for each notional game making up that PowerPlay Entry, resulting in prizes in more than one division for that entry

REGULATION 8 - PAYMENT OF PRIZES

8.1 Subject to a rounding off process (which shall be to the nearest sum containing a 5 cents multiple for other than the Division One Prize pool) in Powerball Consultations the prize pool resulting from a Powerball Consultation shall be distributed as nearly as possible in the percentages listed below:-

- a) Division One: 37.5% of the prize pool
- b) Division Two: 14.0% of the prize pool
- c) Division Three: 6.4% of the prize pool
- d) Division Four: 5.0% of the prize pool
- e) Division Five: 2.8% of the prize pool
- f) Division Six: 12.5% of the prize pool, and
- g) Division Seven: 21.8% of the prize pool.

TATTERSALL SWEEP CONSULTATION

POWERBALL REGULATIONS

- 8.2 Prize money distributable to Powerball winners in Divisions One and Two shall be paid following expiration of the claim period specified in Regulation 9 and may be reduced if the approved winners exceed the number publicised as provisional winners.
- 8.3 Subject to Regulations 8.4 and 10 all prizes in Divisions 3,4,5,6 and 7 in a Powerball Consultation may be collected in the twelve weeks after the draw date at the premises of Accredited Representatives. Uncollected prizes other than those referred to under Regulation 10 shall then be paid at the Malvern East office of Tattersall Sweep Consultation.
- 8.4 Other than payments made by Accredited Representatives to an amount and time limit specified by the Trustees, all prizes will be paid at the Malvern East office of Tattersall Sweep Consultation. Cash will only be paid to the limit specified by the Trustees and above this payment will be by cheque either personally or by post, or by remittance through a nominated bank account.
- The delivery of any prize winning ticket to Tattersall Sweep Consultation is the responsibility and at the expense of the subscriber. Proof of posting or bank lodgement will not be accepted as proof of delivery.
- 8.5 The subscriber shall accept all risks, losses, delays, errors or omissions which may occur in Australia Post or the banking system and Tattersall Sweep Consultation shall be under no obligation to send any remittances by registered, recorded or security post. The cost of the remittance of prize money may be deducted and shall be paid by the prize winner.
- 8.6 Subject to Regulation 8.2, prizes for Divisions One and Two, including any other prizes on these winning entries, shall be paid at the Malvern East office of Tattersall Sweep Consultation.
- 8.7 If in any division there is more than one winning game the prize pool allocated to that division will be apportioned equally amongst such winning games.
- 8.8 Subject to Regulation 8.12 and even though a ticket may bear only the name of a syndicate, Tattersall Sweep Consultation will recognise only the person/s by whom the ticket is surrendered as the absolute owner (and where more than one in equal shares) and except as ordered by a Court of competent jurisdiction shall not be bound to take notice or to see to the execution of any trust whether express, implied or constructive to which any such ticket may be subject. Payment by Tattersall Sweep Consultation to the person/s surrendering the ticket of any prize money payable thereon shall be a good discharge to Tattersall Sweep Consultation, notwithstanding any notice Tattersall Sweep Consultation may have of the right, title, interest or claim of any other person/s to such prize money.
- 8.9 Tattersall Sweep Consultation shall not be bound by any rule or agreement made between syndicate or group entrants.
- 8.10.1 In order for a ticket to be valid for prize payment the following conditions must be met:
- a) The ticket must not be mutilated, altered, reconstituted, counterfeit, stolen, stamped paid, cancelled or a duplicate of another ticket and must have been issued in an authorised manner by Tattersall Sweep Consultation or by an Accredited Representative.
 - b) The full ticket details matching the record in regulation 6.2 must appear on the ticket which must not be misregistered, defectively printed or produced in error to an extent that it cannot be processed by Tattersall Sweep Consultation.
 - c) The ticket must pass all other confidential security checks of Tattersall Sweep Consultation and there must not be any breach of these regulations which in the opinion of Tattersall Sweep Consultation justifies disqualification.

TATTERSALL SWEEP CONSULTATION

POWERBALL REGULATIONS

- d) The ticket held by the subscriber will have no value other than allowing payment of a prize held on the central computer systems, and not previously removed from file by Tattersall Sweep Consultation.
- 8.10.2 Notwithstanding any other provision contained in these regulations, Tattersall Sweep Consultation may require any subscriber claiming a prize to complete a Statutory Declaration prior to payment of such prize, to the effect that the subscriber is not part of any syndicate associated with any person who has acted in contravention of Section 10A of the Tattersall Consultations Act 1958 (as amended).
- 8.11 Subject to the discretion of the Trustees and Regulation 10, no prize money shall be payable in any Consultation save on surrender of the prize winning ticket to Tattersall Sweep Consultation. The ticket name and address section should be completed before presentation for prize validation, and full identification may be required prior to payment.
- 8.12 Any subscribers who believe that their Powerball prize winning tickets have been incorrectly evaluated by Tattersall Sweep Consultation or who are unable to produce their prize winning ticket may lodge written claims at their cost on forms available from the Malvern East office of Tattersall Sweep Consultation.
- 8.13 A terminal produced replacement season ticket supplied on prize payment will be recognised for the next prize validation. The season ticket used for payment ceases to be valid, and only the replacement will be accepted for further prize collection.

REGULATION 9 - MAJOR PRIZES

- 9.1 Subscribers who believe they are entitled to a Division One or Division Two prize must contact Tattersall Sweep Consultation for confirmation. In the case of lower division prizes the subscriber may seek confirmation by presentation of the ticket at any computer equipped outlet. Confirmation must be sought before the expiration of the claim period as defined in regulation 9.4. Claims for unconfirmed major prizes must be lodged within the claim period.
- 9.2 Claim forms shall be provided at the Malvern East office of Tattersall Sweep Consultation. All major prize claims must be forwarded to or lodged at that office and be accompanied by the subscriber's ticket and a self-addressed envelope bearing the correct postage for letter delivery of the Trustees response to the claim.
- 9.3 No major prize claim shall be entertained unless received in accordance with regulation 9.2 and in the claim period. The lodging of claim forms shall be at the cost and responsibility of the claimant and late lodgement will not be accepted.
- 9.4 The period for lodging a major prize claim ends on the fourteenth day after the draw date of the Powerball Consultation in which the prize is claimed. If the fourteenth day, or any day or days immediately preceding it, is a Saturday, Sunday or Public Holiday, the period ends on the last working day prior to the fourteenth day. All such periods end at 3.00 p.m. Eastern Standard Time or Eastern Summer Time as the case may be, on the nominated day.

REGULATION 10 - TATTS CARD

- 10.1 Payment of prizes won by a ticket identified with a Tatts Card number may require where specified by the Trustees either a Statutory Declaration of ownership or that the original ticket be produced.
- 10.2 Prizes won by a ticket identified with a Tatts Card number uncollected four weeks from the draw date shall be sent by ordinary post to the then recorded address of the Tatts Card member and such posting shall be binding on all such subscribers as full and final settlement of the prize sum. A handling fee may be charged against such prize payments.

TATTERSALL SWEEP CONSULTATION

POWERBALL REGULATIONS

- 10.3 Where a registered subscriber lodges a written claim under Regulation 8.12 that a registered winning ticket is lost, Tattersall Sweep Consultation may decline to pay the prize to the bearer of that ticket.

REGULATION 11 - PUBLICATION OF RESULTS

11. Tattersall Sweep Consultation will publicise the results of each Powerball Consultation drawing as soon as practicable after each drawing.

REGULATION 12 - DECISIONS BY THE TRUSTEES AND DEFINITIONS

- 12.1 The subscribers to a Powerball Consultation undertake by subscribing to comply with these regulations and to accept the decisions made by the Trustees as final and binding including the determination of prize winners and the distribution of prize money and the meaning and effect of these regulations.
- 12.2 If there is an inconsistency between the instructions on an entry coupon or receipted ticket and these regulations, these regulations prevail to the extent of the inconsistency.
- 12.3 Accredited Representative means person/s or corporation/s accredited by the Trustees to process entries none of whom shall be deemed to be the agent of Tattersall Sweep Consultation for any of the purposes of a Powerball Consultation.
- 12.4 Supplementary Accredited Representatives are persons associated with an Accredited Representative who will for an agreed handling charge be engaged by the Accredited Representative to effect entries via the Accredited Representative's computer terminal.
- 12.5 For the payment by a subscriber of a handling charge, an Accredited or Supplementary Representative shall be engaged as the agent of the subscriber for the purpose of processing an entry. Tattersall Sweep Consultation may deal with the ticket purchaser as the principal and a subscriber using an Accredited or Supplementary Representative as their agent will be bound by all acts or omissions of such agents or their servants.
- 12.6 Tattersall Sweep Consultation shall not be responsible to any subscriber for any neglect, omission, delay or failure by an Accredited Representative or Supplementary Representative to process an entry in accordance with these regulations.
- 12.7 It shall be a term of the engagement of the Accredited Representative by the subscriber that neither the Accredited Representative nor his servant, Supplementary Accreditation nor agent shall be responsible for any loss, damage or expense which may be sustained by the subscriber by reason of any neglect, omission, delay or failure on the part of the Accredited Representative, his servant, Supplementary Accreditation or agent to properly process any entry.
- 12.8 The engagement of an Accredited or Supplementary Representative by a subscriber does not exempt the subscriber from observing these regulations.
- 12.9 Mail entries are entries processed by an Accredited Representative where the subscriber is often remote from a computer terminal, either via the mail or by other means approved by Tattersall Sweep Consultation.
- 12.10 No Supplementary Accredited Representative or Accredited Representative who accepts entries through the mail has authority to verify the accuracy of or completion by a subscriber of any part of an entry or entry coupon.
- 12.11 Entries accepted through a Supplementary Accredited Representative or through the mail by a subscriber does not exempt the subscriber from observing these regulations.

TATTERSALL SWEEP CONSULTATION

POWERBALL REGULATIONS

- 12.12 A subscriber who enters by mail or through any Supplementary Accredited Representative shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such entry or prize payment.
- 12.13 The subscriber is bound by this Regulation except in so far as the Trade Practices Act 1974 is deemed to apply.

REGULATION 13 - GENERAL

- 13.1 These regulations and the Conditions on the current entry coupons and tickets shall be binding on all subscribers.
- 13.2 There must also be compliance with all directions on the current entry coupons and the entry ticket.
- 13.3 Unless a subscriber shall have completed the appropriate anonymity request Tattersall Sweep Consultation shall be at liberty to publicise the names of major prize winners. Tattersall Sweep Consultation shall not be liable for any inconvenience loss damage or injury suffered if prize winners details are released contrary to instructions.
- 13.4 If it is held by a court of competent jurisdiction that:
- (a) any part of the regulations are void or illegal or unenforceable; or
 - (b) the regulations would be void voidable illegal or unenforceable in whole or in part unless a part were severed therefrom:
- then that part shall be severable from and shall not effect the continued operation of the remainder of the regulations.
- 13.5 The Trustees may at any time amend, modify or abrogate these regulations.
- 13.6 Any liability of Tattersall Sweep Consultation to a subscriber in a Consultation, arising from any statement about that Consultation made by or any negligence on the part of, an employee, servant, agent or contractor of Tattersall Sweep Consultation, or any other person, shall be limited to the cost of the subscriber's subscription in that Consultation.
- 13.7 These regulations shall be displayed at the Malvern East office of Tattersall Sweep Consultation and at the place of business of Accredited Representatives and may be made public by any other means.
- 13.8 In the event of a subscriber suffering any loss or damage as a result of any unlawful act of an employee, servant, agent or contractor of Tattersall Sweep Consultation or any Accredited Representative or other party, or as a result of any fire, flood, tempest, storm, riot, civil commotion, lockout, strike or equipment failure, any liability of Tattersall Sweep Consultation to that subscriber shall be limited to the cost of that subscriber's subscription in the particular consultation involved.
- 13.9 Acceptance by a subscriber of a ticket shall constitute an acknowledgment that the numbers recorded thereon are the subscriber's selections subject to Regulation 6.2.
- 13.10 The regulations in force as at the date of the purchase of an entry (including entries for consecutive weeks and Advance entries as described in regulations 2.6 and 2.7 respectively) shall bind the subscriber as to such entry or entries.
- 13.11 Tattersall Sweep Consultation shall determine the day and time of closure for entries to be submitted for any Powerball Consultation.
- 13.12 These regulations shall be effective for consultations drawn on and after the 18th day of May, 1996

TATTERSALL SWEEP CONSULTATION

POWERBALL REGULATIONS

REVISION SCHEDULE

Regulation No.	Effective Draw Date	Previous Date
ALL	23 May,1996	Not Applicable



COMMONWEALTH PORTS AUTHORITY

Main Office: SAIPAN INTERNATIONAL AIRPORT
P.O. BOX 1055 • SAIPAN • MP 96950
Phone: (670) 664-3500/1 FAX: (670) 234-5962
E-Mail Address: cpa.csalas@saipan.com OR cpa.frosario@saipan.com

PUBLIC NOTICE

PROPOSED AMENDMENT TO THE AIRPORT RULES REGULATIONS GOVERNING TAXICAB OPERATORS

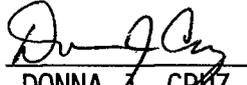
The Commonwealth Ports Authority, pursuant to the authority of 2 CMC § 2122(j), and in accordance with the provisions of 1 CMC 9102, 9104(a) and 9105, hereby gives notice to the public of its intention to adopt amendment to the Airport Rules and Regulations governing taxicab operators for the Commonwealth Ports Authority. The proposed amendment to the regulations are published herewith.

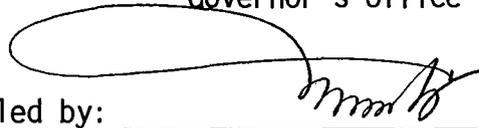
All interested persons are requested to submit data, views, or arguments, in writing, concerning the proposed amendment to the regulations. Written comments must be submitted to the Executive Director, Commonwealth Ports Authority, not later than the close of business thirty (30) calendar days following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

Dated this 26th day of December, 1996.



CARLOS A. SHODA, Executive Director

Received by:  12/30/96
DONNA J. CRUZ
Governor's Office

Filed by: 

SOLEDAD B. SASAMOTO
Registrar of Corporations



COMMONWEALTH PORTS AUTHORITY

Main Office: SAIPAN INTERNATIONAL AIRPORT
P.O. BOX 1055 • SAIPAN • MP 96950
Phone: (670) 664-3500/1 FAX: (670) 234-5962
E-Mail Address: cpa.csalas@saipan.com OR cpa.frosario@saipan.com

NUTISIAN PUPBLIKU

I MA PROPOPONI NA AMENDASION I REGULASION NI PARA U GOBIETNA TAOTAO MANUGON TAXICAB

I Commonwealth Ports Authority, sigun gi aturidat 2 CMC, Seksiona 2212(j), yan sigun gi prubision 1 CMC 9102, 9104(a), yan 9105 ginen este mannae nutitisia put i intension-na para u adopta I mapropoponi na amendasion siha gi halom I Regulasion yan Areklamento para u gobietna ayu siha I manmanunugon taxicab gi airports siha. I mapropoponi na regulasion ma publika guine.

Hayi interesante na petsona manmafafaisen para u fansatmiti halom tingige rekomendasion yan komentu put i amendasion gi este siha na regulasion. To I manmatuge siha na komentu u ma satmiti guatu gi Executive Director I Commonwealth Ports Authority, gi halom trenta (30) dias despues di mapublika huyong este na nutisia.

Ma fecha guine gi dia 26th gi Disembre, 1996.

CARLOS A. SHODA, Executive Director

Rinisibi as: Donna J. Cruz 12/30/96
DONNA J. CRUZ
Governor's Office

Ma file as: Soledad B. Sasamoto
SOLEDAD B. SASAMOTO
Registrar of Corporations



COMMONWEALTH PORTS AUTHORITY

Main Office: SAIPAN INTERNATIONAL AIRPORT
P.O. BOX 1055 • SAIPAN • MP 96950
Phone: (670) 664-3500/1 FAX: (670) 234-5962
E-Mail Address: cpa.csalas@saipan.com OR cpa.frosario@saipan.com

ARONGORONGOL TOULAP

FFEERUL LLIWEL MELLOL OWTOL ALLEGH YE EBWE LEMELIIR SCHOOL AFFAARAGHIL TAXICAB

Commonwealth Ports Authority, sangi bwangil 2 CMC \$2122(j), me aile kka sangi 1 CMC 9102, 9104(a) me 9105, nge ekke arongaar towalap igha ebwele adaptaaliilo lliwel kka llo outul Allegh ye ebwe lemeliir school affaaraghil taxicab me Commonwealth Ports Authority. Ffeerul lliwel kkaal nge iye elo ghaal.

Alongeer aramas kka re tipali nge emmwel schagh bwe rebwe ischiitiw meeta tipeer me mangemangiir reel outol lliwel kkaal. Milikka re ischiitiw nge rebwe afanga ngali Executive Director, Commonwealth Ports Authority, nge essobw aluulo eliigh (30) ral sangi igha e toowow arongorong yeel.

E ffeer lloal raalil ye 26th Tumwur (Disembre), 1996.

CARLOS A. SHODA, Executive Director

Bwughiyal:

DONNA J. CRUZ
Bwulasiyool Gubenko

Isaliyal:

SOLEDAD B. SASAMOTO
Registrar of Corporations



COMMONWEALTH PORTS AUTHORITY

Main Office: SAIPAN INTERNATIONAL AIRPORT
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Phone: (670) 664-3500/1 FAX: (670) 234-5962
E-Mail Address: cpa.csalas@saipan.com OR cpa.frosario@saipan.com

CERTIFICATION OF PROPOSED RULES AND REGULATIONS GOVERNING TAXICAB OPERATORS

I, CARLOS A. SHODA, Executive Director of the Commonwealth Ports Authority, which is promulgating Proposed Amendment to the Airport Rules and Regulations Governing Taxicab Operators for the Commonwealth Ports Authority, by signature below, hereby certifies that the Proposed Amendment to the Airport Rules and Regulations Governing Taxicab Operators are a true, complete and correct copy of the proposed amendment to the regulations adopted, on First Reading, by the Board of Directors of the Commonwealth Ports Authority at its December 16, 1996 meeting; and that the original and one copy of the said Amendment to the Airport Rules and Regulations Governing Taxicab Operators have been filed with the Registrar of Corporations.

I declare under penalty of perjury that the foregoing is true and correct and that this Declaration was executed on the 26th day of December, 1996, at Saipan, Commonwealth of the Northern Mariana Islands.

CARLOS A. SHODA
Executive Director

PROPOSED AMENDMENT TO THE AIRPORT RULES AND REGULATIONS
GOVERNING TAXICAB OPERATORS

The Airport Rules and Regulations, as promulgated by the Commonwealth Ports Authority, are hereby amended to add a new Part 2.8-1, immediately after Part 2.8. The new amendment shall read as follows:

2.8-1 Attire for Taxicab Operators and Related Matters

- a. Because all ports of entry in the Commonwealth convey to guests and visitors a "first impression" of the Northern Mariana Islands and its people, it is important that such impression convey not only its natural beauty and the friendliness of its people, but also of safety, neatness and proper decorum. To promote these objectives, the Authority finds it both necessary and proper to implement a dress code for taxicab operators authorized by the Authority to pick up passengers and customers at all airports under its jurisdiction.
- b. All taxicab operators having a valid permit to pick up passengers and customers at airport premises are required to wear dark dress pants, island print dress shirt, and dark dress shoes with socks. No taxicab operator shall be permitted to wear zorris or slippers, T-shirt or polo shirt, or short pants. All dress attire required of taxicab operators shall be neat and clean.
- c. No employee of the Commonwealth Ports Authority shall be permitted to operate a taxicab at any public airport in the Commonwealth.
- d. No person having a felony conviction or a misdemeanor conviction involving moral turpitude shall be given a permit by the Authority to operate a taxicab on airport premises.
- e. All taxicab operators applying for a permit to pick up passengers at airports under the jurisdiction of the Authority shall be required to provide the Authority with a current police clearance, a copy of the applicant's business license and driver's license, and a copy of the applicant's current automobile liability insurance policy. Furthermore, the taxicab operator shall provide

the Authority with a certified copy of his/her business gross revenue (BGR) report as filed with Division of Revenue and Taxation, no later than 30 days after the end of each calendar quarter.

- f. All taxicab operators shall provide service to their customers and passengers courteously, cheerfully, promptly, and safely.
- g. No taxicab operator shall leave his/her vehicle unattended for longer than five (5) minutes. Leaving one's vehicle unattended for longer than five (5) minutes may result in the vehicle being towed away, at the operator's expense.
- h. All taxicab operators shall adhere to these rules, and the directions and instructions of the Authority's Security Office. The Security Office shall make sure that all taxicab operators are in compliance with these regulations. Failure to comply may result in the suspension or revocation of the taxicab operator's permit to pick up passengers and customers at the airport.



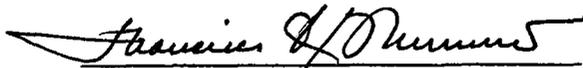
BOARD OF PROFESSIONAL LICENSING
Commonwealth of the Northern Mariana Islands

P.O. Box 2078
Saipan, MP 96950
Tel. No.: (670) 234-5897
Fax No.: (670) 234-6040

NOTICE OF ADOPTION
OF AMENDMENTS TO THE REGULATIONS
FOR REAL ESTATE APPRAISERS

Having received no comments on the proposed amendments to the Regulations for Real Estate Appraisers, the Board of Professional Licensing hereby adopts this Regulations as published in the Commonwealth Register on October 15, 1996.

This said regulations takes in effect ten (10) days after this publication in the Commonwealth Register.


FRANCISCO Q. GUERRERO
CHAIRMAN

Filed by:


Soledad B. Sasamoto
Registrar of Corporations

1/14/97
Date

11:00 AM
Time

Received by:


Herman T. Guerrero
Governor's Office

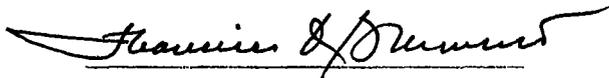
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Date

11:40 AM
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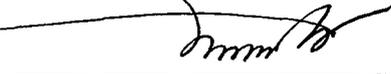
NUTISI PUT MA ADAPTAN
AMENDASION GI REGULASION
PARA I REAL ESTATE APPRAISERS

Put taya komentu siha manmarisibi put i mapropoñi na amendasion gi Regulasion para i Real Estate Appraisers, i Board of Professional Licensing ginen este ha adapta esta i Regulasion ni gine ma publika gi halom Rehistran Commonwealth Oktubre 15. 1996.

Este na Regulasion u efektibu gi halom dies (10) dias despues di ma publika huyong gi Rehistran Commonwealth.


FRANCISCO Q. GUERRERO
CHAIRMAN

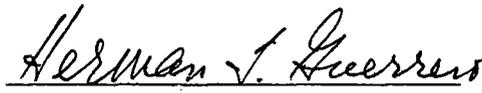
Ma file as:


Soledad B. Sasamoto
Rehistradoran Kotporasion

1/14/97
Fecha

11:00 AM
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Rinosibe as:


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Ofisinan Gubetno

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ARONGORONGOL TOULAP

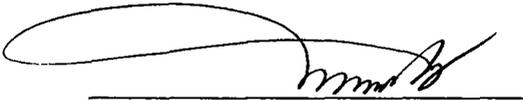
ARONGORONG REEL ADOPTION-NUL A WWELELOÓL A WEEWE REEL REAL ESTATE APPRAISERS.

Toriito iyeeey nge esáál yoor mwo le e isisilong mángmáng ngare aiyegh reel pomol awwelelóol aweewe kka reel Real Estate Appraisers, Board of Professional Licensing mereel milleel a adopt-taay aweewe kkaal iye a póbliika mellól Commonwealth Register wóol maramal Sarobwél(October) 15,1996.

Reel aweewe kkaal nge ebwe alléghéló líól seigh(10) rál mwiril yaal póbliika mellól Commonwealth Register.



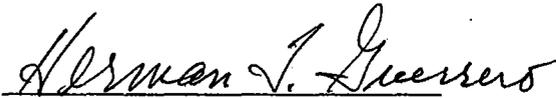
Francisco Q. Guerrero
Chairman



Soledad B. Sasamoto
Register of Corporations

1/14/97
Rál

11:00 AM
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Herman, T., Guerrero
Bwulasiyool Gobenno

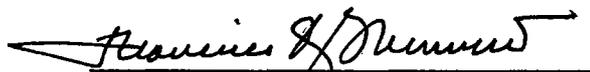
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CERTIFICATION OF ADOPTION OF
AMENDMENTS TO THE REGULATIONS
FOR REAL ESTATE APPRAISERS

I, Francisco Q. Guerrero, Chairman of the Board of Professional Licensing which is promulgating the Regulations for Real Estate Appraisers hereinabove set forth, by signature below hereby certify that such adopted amendments to the Regulations are true, complete and correct copy of the Regulations for Real Estate Appraisers formally adopted by the Board of Professional Licensing.

I declare under penalty of perjury that the foregoing is true and correct and this declaration was executed on this 10th day of January, 1997, at Saipan, Commonwealth of the Northern Mariana Islands.


FRANCISCO Q. GUERRERO
CHAIRMAN



COMMONWEALTH HEALTH CENTER

OFFICE OF THE SECRETARY

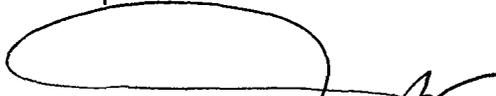
GOVERNMENT OF THE NORTHERN MARIANA ISLANDS
DEPARTMENT OF PUBLIC HEALTH-ENVIRONMENTAL SERVICES

**NOTICE OF ADOPTION OF THE AMENDMENTS TO THE
SCHEDULE OF MEDICAL AND OTHER RELATED FEES
DEPARTMENT OF PUBLIC HEALTH**

The Secretary of the Department of Public Health(DPH) notifies the Public that DPH has adopted the amendments to the Schedule of Medical and Other Related Fees. The amendments to the Schedule of Medical and Other Related Services were published in the Commonwealth Register Volume 18, Number 10, dated October 15, 1996. The adoption is pursuant to Title 1 CMC Division 2, Chapter 12, and in particular 1 CMC SS2605(j). Copies of the adopted amendments to the Schedule of Medical and Other Related Fees may be obtained from the Office of the Secretary of Public Health located at the ground floor of the Commonwealth Health Center.


DR. ISAMU J. ABRAHAM
SECRETARY
Department of Public Health

DATE: 12.13.96


Filed By: Ms. Soledad Sasamoto 1/14/97
Ms. Soledad Sasamoto
Registrar of Corporations

Received by: Herman T. Guerrero 1/14/97
Herman T. Guerrero
Governor's Office



COMMONWEALTH HEALTH CENTER

OFFICE OF THE SECRETARY

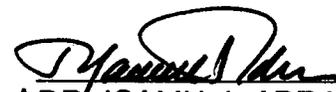
GOVERNMENT OF THE NORTHERN MARIANA ISLANDS
DEPARTMENT OF PUBLIC HEALTH-ENVIRONMENTAL SERVICES

NUTISIAN PUPBLIKU
GI MA ADAPTA SIHA NA AMENDASION GI LISTAN APAS
MEDIKU YAN OTRO SIHA NA APAS NI MAN APLIKAO
DIPATTAMENTON HINEMLO PUPBLIKU

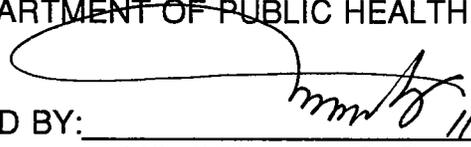
I SIKRITARION DIPATTMENTON HINEMLO PUPBLIKU HA NUTITISIA I PUPLIKU NA
MAN MA ADAPTA AYU SIHA I LISTAN APAS MEDIKU YAN OTRO SIHA NA APAS NI
MAN APLIKAO NI MAN MA AMENDA, YAN ESTA MA PUPLIKA GI OCTOBRE 15, 1996,
GI REHISTRAN COMMONWEALTH, VOLUME 18, NUMIRO 10.

I MA ADAPTAN-NIHA ESTE SIHA NA AMENDASION SIGUN GI TITULU I GI KODIKON
COMMONWEALTH(CMC) DIBISION 2, KAPITULU 12, YAN PATIKULATMENTE I 1
CMC SS2605(J).

KOPIAN I MA ADAPTA SIHA NA AMENDASION NA LISTAN APAS MEDIKU YAN OTRO
SIHA NA APAS NI MAN APLIKAO SINA MANMACHUCHULE GI UFISINAN I
SIKRITARION HINEMLO PUPLIKU GI PRIMET BIBENDA GI CHC.


DR. ISAMU J. ABRAHAM
SECRETARY
DEPARTMENT OF PUBLIC HEALTH SERVICES

DATE: 12.13.96


FILED BY: _____
MS. SOLEDAD SASAMOTO
REGISTRAR OF CORPORATIONS

DATE: 1/14/97


RECEIVED BY: _____
HERMAN T. GUERRERO
GOVERNOR'S OFFICE

DATE: 1/14/97



COMMONWEALTH HEALTH CENTER

OFFICE OF THE SECRETARY

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

CERTIFICATION OF ADOPTION OF THE AMENDMENTS TO THE SCHEDULE OF MEDICAL AND OTHER RELATED FEES DEPARTMENT OF PUBLIC HEALTH

I, Dr. Isamu J. Abraham, am the Secretary of the Department of Public Health, the Department which is promulgating the Amendments to the Schedule of Medical and Other Related Fees, published in the Commonwealth Register on October 15, 1996 at pages 14383 to 14387. By signature below I hereby certify that the amendments published in the Commonwealth Register are a true, complete, and correct copy of the Amendments to the Schedule of Medical and Other Related Fees formally adopted by the Department of Public Health. I further request and direct that this Certification be published in the Commonwealth Register and then be attached by both the Registrar of Corporations and the Office of the Governor to the Schedule of Medical and Other Related Fees as referenced above.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on the 13th of December, 1996 at Saipan, Commonwealth of the Northern Mariana Islands.

Signature: _____


DR. ISAMU J. ABRAHAM
SECRETARY
DEPARTMENT OF PUBLIC HEALTH

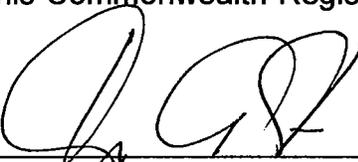
**NOTICE OF ADOPTION OF AMENDMENTS TO THE
EXCEPTED SERVICE PERSONNEL REGULATIONS**

On October 15, 1996, the Civil Service Commission published in the Commonwealth Register, Volume 18, Number 10, proposed amendments to the Excepted Service Personnel Regulations. The time for comments has expired. No comments were received.

The amendments to the Excepted Service Personnel Regulations are mandated by Federal Law. The proposed amendments are hereby adopted as published in the Commonwealth Register, Volume 18, Number 10.

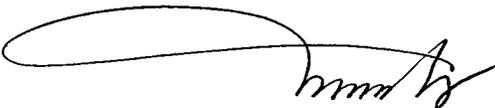
In accordance with 1 CMC §9105(b), the adopted regulations shall take effect ten (10) days after the date of publication of this Commonwealth Register issue.

Date: 1/17/97



EUGENE A. SANTOS
Chairman, Civil Service Commission

Filed by:
Date: 1/14/97



SOLEDAD B. SASAMOTO
Registrar of Corporations

Received by:
Date: 1/14/97



HERMAN T. GUERRERO
Governor's Office

NUTISIA PUT MA ADAPTAN AMENDASION
GI REGULASION I MANMA EKSPEPEKTA NA SETBISIUN EMPLEHAO

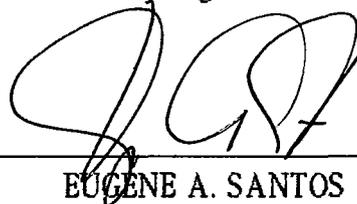
Gi Oktubre 15, 1996, i Kumision Setbisiun Sibit ha publika huyong gi Rehistran Commonwealth, Baluma 18, Numiru 10, i manma propoponi siha na manedasion gi Regulasion I Ma ekspepekta na Setbisiun Emplehao. I tiempo para komentu esta makpo. Taya komentu manma resibi.

I amendasion siha para i Regulasion I Manma Ekspepekta Na Setbisiun Sibit manmacho'gue' sigun tina'go i Lai Federat. I manmapropopone siha na amendasion guine esta manma adapta yan ma publika gi Rehistran Commonwealth, Baluma 18, Numiro 10.

Sigun gi sinangan i 1 CMC §9105(b), i ma adapta esta na regulasion u efektibu gi halom dies (10) dias antes di ma publika huyong este na nutisia gi Rehistran Commonwealth..

Fecha:

1/10/97



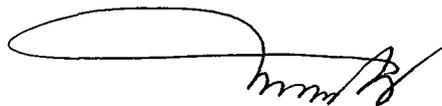
EUGENE A. SANTOS

Chairman, Civil Service Commission

Ma file as:

Fecha:

1/14/97

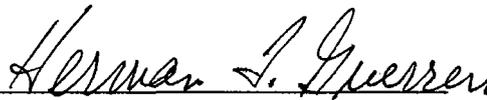


SOLEDA B. SASAMOTO
Rehistradoran Kotporasion

Rinisibe as:

Fecha:

1/14/97



HERMAN T. GUERRERO
Ofisinan Gubetno

ARONGORONG REEL ADOPTION-NUL AWEWE KKA A LLIIWEL REEL MILLE
ALILLISIL SCHÓOL ANGAANG.

Wóól Sarobwél(October) 15, 1996 Civil Service Commission a póbliika mellól Commonwealth Register, Volume 18, Numuro 10, pomol igha ebwe lliwel aweewe kka llól mille Service Personnel. Ótol isisilongol mángemáng ngare aiyegh nge a aiyeghúúghúló. Esóór mángemáng ngare aiyegh kka e toolong.

Reel awwelelól ngali aweewe kka llól Service Personnel nge e lo bwe akkélééwal llól alléghúl Federóód. Reel lliwel kkaal iyeey a adopted ighiwe schagh a póbliika mellól Commonwealth Register, Volume 18, Numuro 10.

Reel ebwe attabweey autol llól 1 CMC § 9105(b). ebwe allégheló aweewe kka a adopted llól seigh(10) rál mwiril rál la e toolong arongorong llól Commonwealth Register.

Rál: 1/10/97


Eugene A. Santos
Chair man, Civil Service Commission

Isáliyal:
Rál: 1/14/97


Soledad B. Sasamoto
Registrar of Corporation

Bwughiyal:
Rál: 1/14/97


HERMAN T. GUERRERO
Bwulasiyool Gobenno

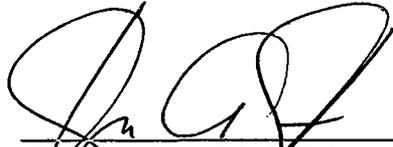
**NOTICE OF ADOPTION OF AMENDMENTS TO THE
PERSONNEL SERVICE SYSTEM RULES AND REGULATIONS**

On October 15, 1996, the Civil Service Commission published in the Commonwealth Register, Volume 18, Number 10, proposed amendments to the Personnel Service System Rules and Regulations. The time for comments has expired. One comment was received recommending changes to Part III.D1.D of the proposed amendments.

While the Civil Service Commission is considering the recommendation to change Part III.D1.D, the specific language proposed by the author of the comment has been rejected. Because the amendments to the Personnel Service System Rules and Regulations as proposed by the Commission are mandated by Federal Law, the proposed amendments are hereby adopted as published in the Commonwealth Register, Volume 18, Number 10. The Commission shall submit an additional amendment of the new Part III.D1.D, consistent with the comment it received, at a later date.

In accordance with 1 CMC §9105(b), the adopted regulations shall take effect ten (10) days after the date of publication of this Commonwealth Register issue.

Date: 1/10/97



EUGENE A. SANTOS
Chairman, Civil Service Commission

Filed by:
Date: 1/14/97



SOLEDAD B. SASAMOTO
Registrar of Corporations

Received by:
Date: 1/14/97



HERMAN T. GUERRERO
Governor's Office

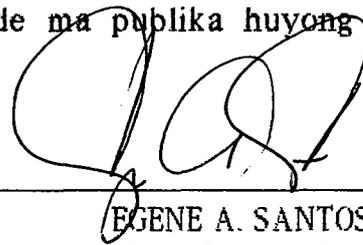
NUTISIA PUT I MANMA ADAPTA ESTA SIHA AMENDASION
GI HALOM REGULASION YAN AREKLAMENTON SETBISIU YAN SISTEMAN
MAN EMPLEHA

Gi Oktubre 15, 1996 na mes, I Kumision Setbisiun Sibit ha publika huyong gi Rehistran Commonwealth, Baluma 18, Numiru 10, i mapropoponi siha na amendasion gi Regualsion Yan Areklamenton Setbisiun Man Empleha. I tiempo para muna'halom komentu esta makpo Uno ha' na komentu humalom ya ma rekomenda na para u matulaika i Patte III. DI. D gi mapropopone na amendasion siha.

Mientras i Kumision Setbisiun Man Empleha ha' konsidedera i amendaion para i u matulaikla i Patte III.DI.D, espesifikante i linguuahi gine i tumuge' i komentu ma diroga. Put i amendasion gi Regulasion yan Areklamenton Sistemman komu manma propoponi ni Kumision ginen i tinago' Lai Federat, i mapropoponi na amendasion esta ma adapta yan ma publika huyong gi Rehistran Commonwealth, Baluma 18, Numiru 10. I Kumision u satmiti halom mas komentu komu manma resibe despues.

Sigun gi tinago' i I CMC §9105(b), i manma adapta esta na regulasion u fan efektibu gi halom dies (10) dias antes de ma publika huyong Rehistran Commonwealth.

Fecha: 1/1997



EGENE A. SANTOS
Chairman, Civil Service Commission

Ma file as:

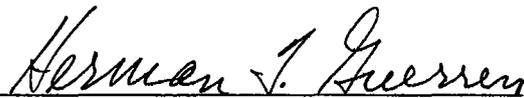
Fecha: 1/14/97



SOLEDAD B. SASAMOTO
Rehistradoran Kotporasion

Rinisibe as:

Fecha: 1/14/97



HERMAN T. GUEKERO
Ofisinan Gubetno

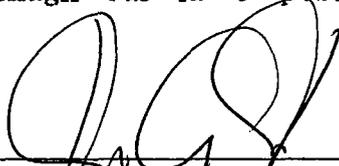
ARONGORONG REEL ADOPTION-NUL LLIIWEL REEL A WEEWE KKA LLÓL
PERSONNEL SERVICE SYSTEM

Wóól Sarobwél(October) 15, 1996, Civil Service Commission a póbliikaay llól Commonwealth Register, Volume 18, Numuro 10, reel pomol lliiwel reel aweewe kka llól Personnel Service System. Reel ótol isisilongol mángemáng ngare aiyegh nge a aighúúgheló. Eew mángemáng ngare aiyegh e toolong nge ekke rekomendááli bwe ebwe yoor lliiwel reel peigh III. D1 D reel pomol lliiwel kkaal.

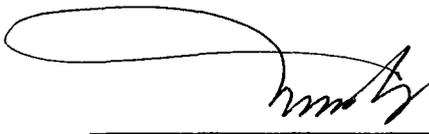
Igha Civil Service Commission ekke mámmángiiló reel rekomendasiyoon ye ebwe yoor lliiwel reel peigh III. D1. D, reel fatafatal kkapas la e fféer sáangi aramas la e isisilong mángemáng ngare aiyegh nge iyeey a assefáál. Bwelle igha lliiwel kkaal reel aweewe kkaal mellól Personnel Service Commission igha e fféerétá mereel Commission ebwal lo llól akkélééwal Alléghúl Federóód, reel fféerétáál lliiwel kkaal sáangi mereel milleel adopted efaisil schagh igha a póbliika mellól Commonwealth Register, Volume 18, Numuro 10. Commission e fil ebwe isisilong akkááw lliiwel kka e ffé reel peigh III. D1. D nge ebwe filingali mángemáng ngare aiyegh kkela e bwe bwughil, nge ebwe eew rál.

Reel ebwe attabweey autol 1 CMC § 9105(b) ebwe alléghéló aweewe kka a adopted llól seigh(10) rál mwiril schagh rál la e póbliikaalong llól Commonwealth Register.

Rát: 1/10/97


Eugene A. Santos
Chairman, Civil Service Commission

Isáliyal:
Rát: 1/14/97


Soledad B. Sasamoto
Registrar of Corporations

Bwughiyal:
Rát: 1/14/97


Herman T. Guerrero
Bwulasiyool Gobenno

AMENDMENTS TO THE PERSONNEL SERVICE SYSTEM RULES AND REGULATIONS

The amendments to the Personnel Service System Rules and Regulations are as follows: Deletion from the existing language are indicated by highlighted text with a line through the text; additions are indicated by double-underlined text.

Part I.B1. is revised as follows:

1. Equal opportunity for all, regardless of age, race, ~~sex~~, color, religion, ~~sex~~, national origin, ~~political affiliation or belief~~, place of origin, marital status, political affiliation or belief, ~~physical handicap or place of origin~~ disability;

Part I.E is revised as follows:

It is the policy of the government that the personnel system shall be applied and administered according to the principle of equal opportunity for all persons regardless of age, race, ~~sex~~, color, religion, ~~political affiliation or belief~~, sex, national origin, place of origin, marital status, political affiliation or belief, ~~physical handicap or place of origin~~ or disability.

Part III.A1.A. is revised as follows:

- A. Assembled, wherein the applicants assemble in a designated place at a specific time to take written or performance tests ~~germane to the position(s)~~ that fairly measure the knowledge, skills, or abilities required by the particular position (or class of positions) sought. Assembled examinations shall be conducted under conditions affording maximum security at all times to protect the confidential nature of examination questions and related documents.

Part III.A3.D. is revised as follows:

- D. Minimum bona fide occupational qualifications for the position to include general experience, specialized experience, and such qualitative evaluation elements as may be deemed appropriate and necessary;

Part III.A5 is revised as follows:

Examinations shall be practical and reasonable and shall examine for the bona fide occupational qualifications, ~~capacity and relative fitness~~ necessary to perform the duties of the positions to be filled. Any acceptable method of examination may be used, including verification and evaluation of education, training, experience, aptitude and character of the applicants and any other accepted examination method deemed appropriate by the Personnel Officer.

Part III.B4 is revised as follows:

All persons appointed to positions in the Personnel Service System must be examined by medical personnel (see Part III.B5) and certified as physically capable of performing the duties of the position. They must be free from communicable diseases and any present or potential medical condition which would be detrimental to successful performance of duty or the health of other employees, or reflect discredit upon the Personnel Service System. However, if a claim is made by a candidate or appointee that the condition constitutes a disability under the federal Americans with Disabilities Act (ADA), the provisions of that act shall be followed, as applicable.

Part III.C8 is revised as follows:

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 and so on. Such conditions should be made part of the promotion record, the promotion opportunity announcement and the classification standard or, as a minimum, the position description.

Candidates selected for the position must be advised of the conditions and ~~agree~~ acknowledge those conditions in writing, to those conditions. However, with respect to physical or medical standards, if a candidate claims a disability under the federal Americans with Disabilities Act (ADA), the provisions of that act shall be followed, as applicable.

Part III.D1.D. is revised as follows:

- D. Termination for Medical Reasons. When an employee contracts an infectious or contagious disease which endangers the health of others, or becomes mentally incapacitated, or is otherwise permanently physically disabled for the satisfactory performance of duties of the position to which assigned, the Personnel Officer may terminate the employee provided:
- (1) No suitable reassignment can be made within the department or location to which the employee is assigned; and
 - (2) Medical examination procedures, as outlined in Part III.B5, have been complied with.

However, if a claim is made by the employee that the medical reason constitutes a disability under the federal Americans with Disabilities Act (ADA), the provisions of that act shall be followed, as applicable.

An employee whose services are terminated under this part may be eligible for disability retirement under the NMI Retirement Program. The responsibility for applying for disability retirement rests with the employee although it is the responsibility of the Personnel Officer to assure that the employee is aware of such an opportunity.

Part III.D2.L.(1) is revised as follows:

- (1) If it becomes evident during the probationary period that the employee lacks the ability, attitude or desire to become an efficient and productive employee in the position to which appointed, or there is lack of funds or work to be done, that employee shall be separated from the service. However, if the probationary employee claims that the apparent lack of ability, attitude, or desire is due to a disability under the Americans with Disabilities Act (ADA), the provisions of that act shall be followed, as applicable.

Part IV.B16.A. is amended as follows:

- A. Exceptions. Bona fide executive, administrative and professional employees are exempt from payment for overtime. The criteria used in justifying such exemptions must be documented in the employees' job descriptions. Employees being paid typhoon emergency differential are not eligible to receive overtime pay for the same work hour(s). These terms shall have the meanings given them in the federal Fair Labor Standards Act of 1938, as amended (FLSA). Following is a summary of the FLSA criteria for these terms. However, the full explanation of these terms under federal law is extensive and complex and may change from time to time. The Office of Personnel Management and each agency not served by that office are responsible for determining whether or not a position fully meets the federal criteria for one of these categories. For such purpose, they may seek guidance from the Civil Service Commission, Office of the Attorney General, or the U.S. Department of Labor, as necessary.

- (1) Executive Employees. The term Executive ~~Strategic~~ employees generally includes employees--
 - (a) Who customarily and regularly supervise at least two employees whose primary duty is management of a department, division, section or other customarily recognized subdivision of the government; and
 - (b) Who make recommendations for hiring, firing, advancement or promotion that are given particular weight, and who customarily and regularly direct the work of at least two employees.



Whose primary duty is management of a department, division, section, or office, or a unit or recognized subdivision of the Government.

(2) Administrative Employees. The term Administrative shall include employees whose work is office or non-manual work directly related to management of policies or general operations; generally includes employees--

(a) whose primary duty consists of (i) responsible office or non-manual work directly related to management policies or general operations of the employing agency, or (ii) responsible work in the administration of a school, educational establishment, or department (or of a subdivision thereof) that is directly related to the academic instruction or training; and

such primary duty includes work requiring the exercise of discretion and independent judgment.

Examples: Positions that often qualify under this exemption include executive and administrative assistants, such as executive secretaries and special assistants; staff employees, such as advisors, research experts, and analysts; and heads of small work units (generally those performing staff functions), including one-person units. However, regular secretaries, clerks, bookkeepers, and most "specialists", even though they do work commonly considered to be administrative in nature, are not exempt.

(3) Professional Employees. The term Professional shall include employees whose primary duty is work requiring knowledge of an advanced type in a field of science or learning, customarily acquired by prolonged courses of study. Physicians and Attorneys are examples; generally includes employees--

(a) whose primary duty consists of work requiring knowledge of an advanced type in a field of science or learning, e.g., physicians and attorneys, or work as a teacher in an activity of imparting knowledge, which requires consistent exercise of discretion and judgment; or

whose primary duty is artistic work that requires invention, imagination, or talent in a recognized field of artistic endeavor.

Additional federal criteria for each category apply to any employee who receives less than \$250 a week (\$13,000 annually). No employee shall be categorized as an executive or administrative employee who is not paid a salary of at least \$155 a week (\$8,060 on an

annual basis). No employee (except certain doctors, lawyers, or teachers) shall be categorized as a professional employee who is not paid a salary of at least \$170 a week (\$8,840 annually).

Every personnel action or request therefore to appoint, promote, transfer, or detail an individual to a position shall be endorsed by the Office of Personnel Management (or agency not serviced by the office) either "FLSA Covered" or FLSA Exempt", and the latter term shall only apply to bona fide executive, administrative, or professional employees. The criteria used in justifying such exemptions must be documented in the employees' job descriptions. Every examination announcement, promotional opportunity announcement, or other vacancy announcement for a position that is FLSA Exempt shall indicate that the holder of that position is not eligible for payment for overtime. If changes in a job description effectively change an employee's coverage or exemption under the FLSA, a special personnel action shall be prepared to document such change.

In addition to the above exceptions, no employee shall be eligible to receive overtime pay for any hour for which the typhoon emergency differential is paid.

Part IV.B16.C. is amended as follows:

- C. Payments Included in Determining Regular Rate of Pay. The regular rate of pay shall include consideration of the following compensation for employment:
- (1) Basic pay (one-eightieth of biweekly salary) for the first forty (40) hours actually worked in the workweek, including work on a holiday (but not the amount also paid for holiday leave), and including basic pay for work during a typhoon emergency (but not the amount also paid for administrative leave), regardless of whether actual compensation during such emergency is higher because any such work was performed outside of regular duty hours ; and
 - (2) Any hazardous work differential earned during the ~~regularly scheduled~~ workweek; and
 - (3) Any night work differential ~~earned during the regularly scheduled~~ workweek (which can only be earned during regular duty hours); and
 - (4) Any premium earned for remaining on call for duty during a regularly scheduled period in excess of a forty (40) hour week; and
 - (5) Payment for housing or transportation to and from work provided to the employee, or the fair value of those benefits if they are provided directly by the government, pro-rated to determine the amount for that workweek. The fair value shall be the amount specified by the Secretary of Finance for tax purposes.

Part IV.B16.D. is amended as follows:

D. Calculation of Regular Rate of Pay and Overtime. The regular rate is an hourly rate. The weekly payments included pursuant to IV.B16(C) shall be added together then divided by forty (40) to determine the regular rate. The computations set forth below are guidelines that describe how overtime generally is computed under the FLSA as of the effective date of this provision. However, there are numerous official federal interpretations that may be applicable in individual cases. Also, as a result of federal statutory or regulatory changes or as a result of court rulings, the computations may change from time to time. In case of any discrepancy, applicable federal law, regulations, and interpretations shall be followed in lieu of these guidelines. All payroll offices are required to become knowledgeable and keep current regarding applicable overtime regulations under the FLSA. Guidance should be sought, as necessary, from the U.S. Department of Labor.

(1) The regular rate is an hourly rate. Except as described in subparagraph (2) below, the items of compensation for the week in question included pursuant to subparagraphs (1) through (5) of Part IV.B16.C. shall be added together and then divided by forty (40) to determine the regular rate. For the week's work, the employee shall receive cash wages including all amounts under subparagraphs C.(1) through C.(4), plus any cash payment under subparagraph C.(5), plus payment for each hour in excess of forty at one and one-half times the regular rate for that workweek.

(2) If any hazardous work differential is earned during overtime hours, federal regulations require that a special calculation be made as follows: first compute the basic hourly rate (generally one-eightieth of the biweekly salary); multiply this by the total number of hours actually worked during the workweek (including overtime hours) and add all amounts under subparagraphs C.(2) through C.(5). This is the regular pay for all hours. Then divide this regular pay amount by the total number of hours actually worked to determine the regular rate. For the week's work the employee shall receive the regular pay for all hours as computed above, plus an overtime premium for each hour worked in excess of forty at one-half such regular rate. Cash wages would be this amount less the value of any benefit under subparagraph C.(5) received in kind. Any payroll office, at its option, may use this method for all overtime calculation.

Example for Paragraph D.(2): An employee who earns \$640 biweekly works 46 hours in a workweek. The employee is entitled to hazardous work differential for 16 of these hours, 10 during regular duty and all 6 of the overtime hours. The employee's regular rate of pay would be computed as follows: 46 hours at \$8 (\$368), plus hazardous work differential at 25% of \$8 for 16 hours (\$32), for regular pay for all hours of

\$400. Divide this by 46 hours for a regular rate of pay for all hours of \$8.70 per hour. For the week's work, the employee would receive regular pay for all hours of \$400 plus a 50% overtime premium for the 6 overtime hours at \$4.35 (\$26.10) for a total of \$426.10. Note that the overtime hours are considered twice--once at straight time and once at a 50% premium, for a total of time-and-a-half.

Part IV.B17 is amended as follows:

The standard work week commences on Monday at 7:30 a.m. and ends on the following Friday at 4:30 p.m. of each week. For FLSA purposes, including the computation of overtime pay, the workweek is the 168-hour period beginning at 12:01 a.m. on Sunday, unless a different FLSA workweek is specified for a particular position.

Part V.E1 is amended as follows:

It is the policy of the government that there shall be no discrimination based on such factors as race, creed, color, ancestry, membership in a labor organization, political affiliation, place of origin, physical handicap, sex, religion, age and similar matters not related to merit and fitness. Also, as stated in 1 CMC §8101, et seq.:

"It is hereby declared to be the purpose of this Act to establish a system of personnel administration based on merit principles and generally-accepted methods governing the classification of positions and the employment, conduct, movement and separation of public officials and employees.

It is also declared to be the purpose of this Act to build a career service which will attract, select and retain the best qualified civil servants on merit who shall hold their offices or positions free from coercion, discrimination, reprisal or political influences, with incentives in the form of genuine opportunities for promotions in the public service, to provide competent and loyal personnel to render such service, according to the dictates of ethics and morality. In order to achieve these purposes, it is declared to be the policy of the Commonwealth that the personnel system hereby established be applied and administered in accordance with the following merit principles:

- A. Equal opportunity for all regardless of age, race, sex, religion, political affiliation or place of origin;
- B. Impartial selection of the ablest person for government service by means of competitive tests which are fair, objective and practical;
- C. Just opportunity for competent employees to be promoted within the service;

- D. Reasonable job security for the competent employee;
- E. Systematic classification of all positions through adequate job evaluation;
- F. Fair and reasonable grievance procedures for all employees pertinent to condition of employment; and
- G. Proper employer-employee relations to achieve a well-trained, productive and happy work force."

All employees, and especially supervisors and managers, are expected to implement the equal employment opportunity policy at all times. Discrimination for or against any employee on the basis of age, race, color, religion, sex, national origin, place of origin, marital status, political affiliation, disability, or any other basis prohibited by federal or Commonwealth law shall not be tolerated. All agencies shall maintain every workplace free from unlawful harassment, including sexual harassment. Any employee or official who engages in any act of discrimination or harassment on the basis of any of the above factors violates government policy, and such misconduct will subject an employee to corrective action ranging from counseling to adverse action up to and including termination. Such harassment by a non-employee (for example, a client or contractor) is also prohibited. Supervisors and management officials shall not tolerate any such outside harassment and shall take necessary action to prevent its continuation or recurrence.

Any employee who feels that he or she has been discriminated against on the basis of any of the above factors, or sexually or in any other manner harassed, should immediately report such incidents to a supervisor at any level without fear of reprisal. Confidentiality will be maintained to the extent permitted by the circumstances.

A supervisor who receives a claim of discrimination or harassment in violation of this policy shall take such complaint seriously; assure that it is investigated promptly, privately, and with as much confidentiality as possible consistent with the need to determine the facts; and document the investigation. Any person accused of a violation shall be allowed the opportunity to rebut the charges.

After determining the facts, the appropriate supervisor shall take any corrective action required by the circumstances. This may include counseling any employee, whether or not a violation has occurred; imposing an appropriate sanction, including adverse action; making sure that this policy is reiterated to all employees or any group thereof; referral to the Civil Service Commission, Attorney General, or Public Auditor; or any other action necessary or likely to remedy the problem and prevent future discrimination or harassment. A supervisor who does not take appropriate action also violates this policy and exposes the Commonwealth government to liability.

Except as noted below, every department or other agency shall designate at least one person as Equal Employment Opportunity Officer (EEO Officer) as part of that person's regular duties. The Governor may designate a single EEO Officer for two or more agencies of fewer than 50 employees each. Agencies that do not report to the Governor may voluntarily group themselves together and designate a single EEO Officer, and may seek the assistance of the Civil Service Commission in making such arrangements.

EEO Officers shall advise employees, including managers and other supervisors, regarding their rights and responsibilities under this policy and applicable federal and Commonwealth laws and shall be provided with appropriate training for such purpose.

Part VII.A5 is amended as follows:

- A. An employee on permanent status may be granted leave without pay not to exceed ninety (90) consecutive work days if the appointing authority considers it justified. Leave without pay may be extended up to ninety (90) additional consecutive work days ONLY with the approval of the Personnel Officer, upon recommendation by the appointing authority. Such leave without pay may be granted to permit the employee to attend to important family affairs, such as settling an estate or for justifiable personal or business reasons.

An employee desiring extended leave without pay shall prepare a memorandum of explanation addressed to immediate supervisor explaining in detail the reasons for the request.

- B. Training and Education Leave. Employees on permanent status who wish to pursue their education on a full-time basis, without financial assistance by the government, may be granted leaves of absence without pay for a period not to exceed one (1) year. Such employees shall have the right to return to their positions at the satisfactory conclusion of their education or training, and their service anniversary dates shall be adjusted by the amount of leave without pay taken. The Personnel Officer is responsible for approving or disapproving requests for Training and Education Leave, upon recommendation by the appointing authority.
- C. Leave Without Pay in Extension of Annual or Sick Leave. Employees on permanent status may be granted leave without pay (LWOP) for the purpose of extending annual or sick leave. When sick leave is so extended, the attending physician must certify to the necessity of the extension. The Personnel Officer is responsible for approving or disapproving requests for leave without pay, upon recommendation by the appointing authority.

- D. Tardiness. At the end of each pay period tardiness shall be charged to Leave Without Pay (LWOP). The timekeeper shall determine the total number of minutes the employee has been late during the pay period, and charge LWOP to the hour amount nearest the total minutes tardy.
- E. Extended Military Leave. The federal Uniformed Services Employment and Reemployment Act (USERRA) generally requires the Commonwealth government to provide extended military leave for its career employees, regardless of whether the service is voluntary or involuntary. The cumulative length of all absences due to military leave and extended military leave shall not exceed five years, unless extended for good reason documented in writing by the appointing authority. The employee must give advance notice to the appointing authority, unless military necessity or circumstances make this impossible or unreasonable. In most cases, the employee is guaranteed reinstatement rights and certain seniority rights upon return from leave. The employee must also comply with
regarding the timing of applications for reemployment. For details, employees and appointing authorities should contact the U.S. Department of Labor.
- F. FMLA Leave. The federal Family and Medical Leave Act of 1993 (FMLA) entitles employees who have worked for the Commonwealth for at least one year and who worked at least 1,250 hours over the previous 12 months to take up to 12 weeks of LWOP for any of the following reasons:
- to care for the employee's child after birth or placement for adoption or foster care;
 - (2) to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
for a serious health condition that makes the employee unable to perform the employee's job.
- At the option of the employee or the employing agency, annual leave, sick leave, maternity leave, or paternity leave may be substituted for LWOP for FMLA purposes. All leave qualifying under the FMLA shall be documented as FMLA leave either before it is taken or promptly thereafter. In most cases, participation in the government group health insurance program shall continue during FMLA leave. Agencies should contact the U.S. Department of Labor for detailed guidance regarding the requirements of the FMLA.

Dated this 1st day of August, 1996.

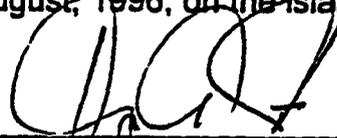


Eugene A. Santos
Chairman, Civil Service Commission

Certification

I, Eugene A. Santos, Chairman of the Civil Service Commission, Commonwealth of the Northern Mariana Islands, do hereby certify that the amendments set forth above are a true, complete and correct copy of the Amendments to the Personnel Service System Rules and Regulations adopted by the Board of the Civil Service Commission.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on the 1st day of August, 1996, on the island of Saipan, Commonwealth of the Northern Mariana Islands.



Eugene A. Santos
Chairman, Civil Service Commission

Filed By:


DONNA J. CRUZ
Office of the Governor

Date: 8/28/96

Filed By:


SOLEDAD B. SASAMOTO
Registrar of Corporations

Date: 9/18/96 3:40 pm



Commonwealth of the Northern Mariana Islands

Division of Environmental Quality

P.O. Box 1304, Saipan, MP 96950



Tels.: (670) 234-6114/6984
Fax: (670) 234-1003

PUBLIC NOTICE
ADOPTED AMENDMENTS AND REVISIONS TO WATER QUALITY STANDARDS
PROMULGATED UNDER THE AUTHORITY OF
2 CMC §§ 3101 to 3134 and 1 CMC §§ 2601 to 2605
by the
DEPARTMENT OF PUBLIC WORKS

The Secretary of the Department of Public Works, of the Commonwealth of the Northern Mariana Islands (CNMI), in accordance with 2 CMC §§ 3101 to 3134 and 1 CMC §§ 2601 to 2605, adopted amendments to the existing CNMI Water Quality Standards. This review of the Water Quality Standards and some of the changes conform with the requirements imposed on the Commonwealth in the Federal Clean Water Act.

The adopted amendments and revisions pertain to the requirements set forth in the United States Environmental Protection Agency (EPA) that States and Territories periodically review their Water Quality Standards, make any necessary changes, and provide for an opportunity for public comment. The Division of Environmental Quality has reviewed the Water Quality Standards and made some minor corrections and updates to certain water quality criteria. The regulations were also amended to make adjustments to the fee structure for 401 Water Quality Certifications and include requirements for stormwater general permits and land disposal of wastewater.

Copies of the adopted amendments to the regulations are also available for viewing at the office of the Division of Environmental Quality, located on the third floor of the Morgen Building in San Jose, Saipan, MP 96950.

Date: 1/6/97

[Signature of Edward M. Deleon Guererro]

Edward M. Deleon Guererro, Secretary
Department of Public Works

Date: 1/6/97

[Signature of John I. Castro, Jr.]

John I. Castro, Jr. Director
Division of Environmental Quality

Filed by:
Date: 1/14/97

[Signature of Soledad B. Sasamoto]

Soledad B. Sasamoto
Registrar of Corporations

Received by:
Date: 1/14/97

[Signature of Herman T. Guerrero]

Herman T. Guerrero, Office of the Governor



Commonwealth of the Northern Mariana Islands

Division of Environmental Quality

P.O. Box 1304, Saipan, MP 96950



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**NUTISIAN PUPBLIKU
I MA-ADOPTA NA AMENDASION YAN RIBISION SIHA GI REGULASION
I WATER QUALITY STANDARD NI MANMA LAKNOS GINEN I ATURIDAT
2 CMC §§ 3101 ASTA 3134 YAN 1 CMC §§ 2601 ASTA 2605
GINEN I DIPATTAMENTON PUBLIC WORKS**

I Sekretarion i Dipatamenton Public Works Gi Commonwealth I Sangkattan siha na islas Marianas komu konsiste yan i 2 CMC §§ 3101 asta 3134 yan i 1 CMC §§ 2601 asta 2605, na ha amenda yan ribisa esta i eksisiste siha na CNMI Water Quality Standards. Este na ininan i Water Quality Standards yan i guaha siha na tinulaika manakonfotma yan i kondesion siha na manma enggañu i Commonwealth gi halom i Federal Clean Water Act na akto.

I manma' adapta siha na tinulaika ma tutuka i kondesion siha ni manma establi mo'na gi halom i United States Environmental Protection Agency (EPA) na i Estados yan Teritoriu siha ma i'ina regulatmente i yon-niha Water Quality Standards, manmama'tinas nisisario siha na tinulaika yan ma pribeni opottinidat para i komentun pupbliku. I Dibision i Environmental Quality esta ha ina i Water Quality Standards yan mama'tinas unos kuantu siha na koreksion yan "updates" put unos kuantu siha na "Water Quality Criteria". I regulasion siha lokkue manma amenda put para u na'guaha inahusta siha gi estrukturan apas para i 401 "Water Quality Certification" yan ha engklusu i mangginagagao siha na kondesion para i hinirat siha na petmision put i "stormwater" yan para mendespuestion hanom "sewer" gi hilo' tano.

Kopian i Ma' adapta na Regulasion Water Quality Standards siña manmachule' hayi siha man intresao gi Dipatamenton Public Works, Division of Environmental Quality, ni gaige gi mina'tres na bibendan i Morgen Building, giya San Jose, Saipan MP (P.O. Box 1304, Saipan MP 96950), gi halom trenta (30) dias despues di malaknos este na nutisia gi halom Rehistran Commonwealth.

Fecha: 1/6/97

Edward M. Deleon Guerrero,
Sekritarion Dipattementon Public Works

Fecha: 1/6/97

John J. Castro, Jr.
Direktot Dibision of Environmental Quality

Ma "File" as:

Fecha: 1/14/97

SOLEDAD B. SASAMOTO
REGISTRAR OF CORPORATIONS

MA'RISIBI GI OFISINAN GOBIETNO:

Fecha: 1/14/97

HERMAN T. GUERRERO



Commonwealth of the Northern Mariana Islands

Division of Environmental Quality

P.O. Box 1304, Saipan, MP 96950



Tels.: (670) 234-6114/6984
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ARONGORONGOL TOULAP
ADAPTAAL ALLÉGH REEL LLIWEL MELLÓL ÓWTOL WATER
QUALITY STANDARDS IYE E FÉÉR SÁNGI BWANGIL
2 CMC §§ 3101 ngáli 3134 me 1 CMC §§ 2601 ngáli 2605

Sáangi

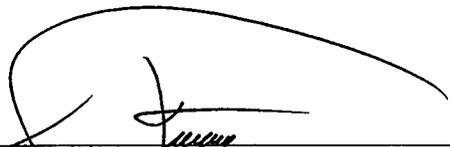
DIPATAMENTOOL PUBLIC WORKS

Sekretóriyaal Dipatamentool Public Works, mellol Commonwealth Metawal Wóol Falúwal Marianas sáangi bwángil me ailéewal mille 2 CMC §§ 3101 ngáli 3134 me 1 CMC §§ 2601 ngáli 2605, pomol igha ebwe lliiwel ayoor llól CNMI Water Quality Standards. Millikka a lliiwel nge ebwe fil ngáli requirements kka llól Federal Clean Water Act mewóól Commonwealth.

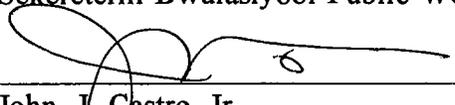
Lliiwel kkaal nge ebwe lliwelelong llól requirements ikka e lo llól United Environmental Protection Agency (EPA) bwe states me territories kkaal rebwe ghal sów tigheey sefáali yaar Water Quality Standards fáal eew llól eew sumwóola, liweli meeta kka e fit ebwe lliiwel me atéew wóor toulap bwe ebwe bwal yoor yaar ópotunidóod reel rebwe isisilong yaar mángemáng me aiyegh. Division-ul Environmental Quality a tigheey mille Water Quality Standards me ebwal fféer akkáaw lliiwel reel ebwe filelong reel mille Water Quality Criteria. Allegh ngñare aweewe kkaal mwo nge ebwal lliiwel reel ebwe eyoor adjustments reel fee structure ngali 401 Water Quality Certification ebwal schuulong requirements reel stormwater general permits me mille Land Disposal of Wastewater.

Koopiyal Alléghúl Water Quality Standards nge eyoor llól Bwulasiyool Dipatamentool Public Works, Division-ul Environmental Quality, iye elo aiyeluuwal bibenda (3rd. floor) mellol Morgen Building llól apilomwol San Jose, (P.O. Box 1304 Seipel, MP 96950).

Rál: 1/6/97

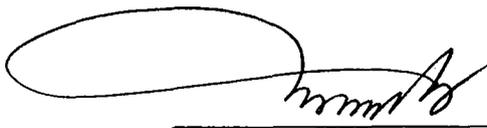

Edward M. Deleon Guerrero
Sekereteriil Bwulasiyool Public Works

Rál: 1/4/97


John I. Castro, Jr.
Direktoodul Division-ul Environmental Quality

File-lliyal:

Rál: 1/14/97



Soledad B. Sasamoto
Registrar of Corporations

Re Risibi Me Bwulasiyool Gubenko:

Rál: 1/14/97



Herman T. Guerrero
Office of the Governor



Commonwealth of the Northern Mariana Islands
Office of the Secretary of Public Works

Saipan, Mariana Islands 96950

Tel: (670) 322-9482/9570
Fax: (670) 322-3547

CERTIFICATION

I, Edward Deleon M. Guerrero, Secretary of the Department of Public Works, which is promulgating the Regulations regarding amended Water Quality Standards as hereinabove set forth, by signature below I hereby certify that such Regulations are a true, complete, and correct copy of the Regulations regarding Water Quality Standards formally adopted by the Department of Public Works. I declare under penalty of perjury that the foregoing is true and correct and this declaration was executed on the 6 day of January, 1997 at Saipan, Commonwealth of the Northern Mariana Islands.

A handwritten signature in black ink, appearing to read "EDUARDO", written over a horizontal line.

Edward Deleon M. Guerrero, Secretary
Department of Public Works

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
WATER QUALITY STANDARDS

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COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
WATER QUALITY STANDARDS

PART 1 AUTHORITY

These regulations have been promulgated by the Division of Environmental Quality in accordance with 1 CMC Sections 9101-9115, and under the provisions of the Clean Water Act, P.L. 92-500 and CMC Section 248 as force and effect of law and shall be binding on all persons and other legal entities subject to the jurisdiction of the Commonwealth of the Northern Mariana Islands. The Department shall apply these regulations and standards to all marine, fresh water bodies, and ground water in the Commonwealth.

PART 2 PURPOSE

The purpose of these regulations is to establish standards for water quality for all State waters and ground water in order to protect their use and value for propagation of fish and wildlife, recreational purpose, public water supply use, and taking into consideration their use and value for commerce.

PART 3 ANTI-DEGRADATION POLICY

It shall be the public policy of the Commonwealth of the Northern Mariana Islands that:

(a) The protection, maintenance, conservation, and improvement of the quality of the waters for the growth and propagation of aquatic life, for marine research and for the conservation of coral reefs and wilderness areas, and for domestic (including drinking water), agricultural, commercial, industrial, recreational and other uses are an historic and legal right of the people of the Northern Mariana Islands.

(b) The achievement of the water quality standards of the Commonwealth of the Northern Mariana Islands is in the best interest of the protection of public health and the environment.

(c) The existing uses and the level of water quality necessary to protect the existing uses shall be maintained and protected.

(d) Waters where the quality exceeds the levels necessary to support propagation of fish, shellfish, and wildlife and recreation in and on the water shall be maintained and protected, unless the Commonwealth determines that the lower water quality is necessary to accommodate important economic or social

development in the area in which the waters are located. In allowing such degradation to occur the Commonwealth shall assure the following: 1) the lower water quality be fully protective of designated uses, (2) the impacts on water quality and economic and social development be subject to detailed water quality and economic analyses, (3) that inter governmental coordination and public participation be included in any determination, (4) the highest statutory and regulatory requirements be achieved for all new and existing point sources, and (5) that all cost effective and reasonable best management practices for nonpoint source control be employed.

(e) High quality surface waters which constitute an outstanding Commonwealth resource, such as waters of wildlife refuges and waters of exceptional recreational or ecological significance shall be maintained and protected.

(f) There shall be no point or nonpoint discharge of untreated sewage or other wastewater into any planned or existing ground or surface source of drinking water.

(g) All sewage, wastewater, and any other matter shall receive a degree of treatment necessary to protect the beneficial uses of the state waters before discharging.

(h) The existing uses in wetlands and the level of water quality necessary to protect those uses shall be protected.

PART 4 DEFINITIONS

"Acute exposure value" - The threshold value at or below which there should be no unacceptable effects to aquatic organisms and their uses if the one-hour concentration does not exceed that value more than once every three years on the average.

"Ambient Conditions" means the existing water quality conditions at a specific location not influenced by anthropogenic sources.

"Aquifer" means a geologic formation or group of geological formations that is water bearing and which transmits water in sufficient quantity to supply springs or pumping wells.

"Brackish Waters" means waters with dissolved inorganic ions (salinity) greater than 500 ppm (parts per million), but less than 30,000 ppm.

"Chronic exposure value" - The threshold value at or below which there should be no unacceptable effects to aquatic organisms and their uses if the four-day concentration does not

exceed that value more than once every three years on the average.

"Coastal Waters" means all waters of a depth less than twenty (20) fathoms, or waters up to distance of 1,000 feet off-shore from the mean high water mark, whichever is the greater distance from the shoreline.

"Commonwealth" means Commonwealth of the Northern Mariana Islands.

"CWA" means the Clean Water Act, P.L. 92-500 as amended: 33 U.S.C. 1251 et seq.

"Department" means the Commonwealth Department of Public Works.

"DEQ" means the Commonwealth Division of Environmental Quality within the Department of Public Works.

"Director" means the Director of the Commonwealth Division of Environmental Quality.

"Discharger" means any person who emits any wastewater, substance, or material into the waters of the Commonwealth whether or not such substance causes pollution.

"Fresh Waters" means all waters with dissolved inorganic ions of less than 500 ppm.

"Ground Water" means water derived from the subsurface which is in the zone of saturation.

"Mixing Zone" means the area or volume of a water body within which effluent(s) shall become physically mixed with the receiving waters through initial dilution. Initial dilution is the process through which the wastewater immediately mixes with the receiving water due to the momentum of the waste discharge and the difference in density between the discharge and the receiving water.

"Oceanic Waters" means all other marine waters outside of the twenty (20) fathom depth contour or greater than 1,000 feet off-shore from the mean high water mark whichever is the greater distance from the shoreline.

"Pollutant" means any substance that causes pollution.

"Pollution" means the man-made or man-induced degradation of the chemical, physical, biological, and radiological integrity of water.

"Receiving Water(s)" means State water(s) of the Commonwealth into which wastes or wastewaters are, or may be, discharged.

"Secretary" means the Secretary of the Commonwealth Department of Public Works.

"State Waters" means all natural waters, fresh, brackish, or marine including wetlands, around and within the Commonwealth and as further delineated and defined under the Marine Sovereignty Act of 1980 (P.L. 2-7).

"Toxic" means lethal, oncogenic, teratogenic or mutagenic, or otherwise damaging to man or other living organisms.

"Wastewater" means sewage, industrial waste, or other waste, or any combination of these, whether treated or untreated, plus any admixed land runoff.

"Wetlands" means an area which is inundated or saturated by surface or groundwater at a frequency and duration that is sufficient to support, and under normal circumstances does support, vegetation typically adapted for life in saturated soil conditions.

"Zone of Passage" means a continuous water route of the volume, area, and quality necessary to allow passage of free-swimming and drifting organisms with no significant effects produced on their populations.

PART 5 CLASSIFICATION OF WATER USES

5.1 Marine Waters

(a) CLASS AA - It is the objective of this class that these waters remain in their natural pristine state as nearly as possible with an absolute minimum of pollution or alteration of water quality from any human-related source or actions. To the extent practicable, the wilderness character of such areas shall be protected. No zones of mixing shall be permitted.

The uses to be protected in this class of waters are the support and propagation of shellfish and other marine life, conservation of coral reefs and wilderness areas, oceanographic research, and aesthetic enjoyment and compatible recreation inclusive of whole body contact and related activities.

The classification of any water area as Class AA shall not preclude other uses of such waters compatible with these objectives and in conformance with the criteria applicable to them.

(b) CLASS A - It is the objective of this class of waters that their use for recreational purposes and aesthetic enjoyment be protected.

Any other use shall be allowed as long as it is compatible with the protection and propagation of fish, shellfish, and wildlife, and with recreation in and on these waters of a limited body contact nature. Such waters shall be kept clean of solid waste, oil and grease, and shall not act as receiving waters for any effluent which has not received the best degree of treatment of control practicable under existing technology and economic conditions and compatible with standards established for this class. A zone of mixing is approvable in such waters.

5.2 Fresh Surface Waters

(a) Class 1 - It is the objective of this class that these waters remain in their natural state as nearly as possible with an absolute minimum of pollution from any human-caused source. To the extent possible, the wilderness character of such areas shall be protected. Wastewater discharges and zone of mixing into these waters are prohibited.

The uses to be protected in this class of water are for domestic water supplies, food processing, the support and propagation of aquatic life, compatible recreation and aesthetic enjoyment including water contact recreation.

(b) Class 2 - It is the objective of this class of waters that their use for recreational purposes, propagation of fish and other aquatic life, and agricultural and industrial water supply not be limited in any way. The uses to be protected in this class of waters are all uses compatible with the protection and propagation of fish and other aquatic life, and with recreation in and on these waters. Compatible recreation may include limited body contact activities. Such waters shall not act as receiving waters for any discharge which has not received the best degree of treatment or control practical under technological and economic conditions and compatible with the standards established for this class. A zone of mixing is permissible in these waters.

5.3 Protection of Wetlands

Wetlands are waters of the State and are subject to the provisions of this rule. Point or nonpoint sources of pollution shall not cause destruction or impairment of wetlands. The general application of the Water Quality Standards shall apply to all wetlands unless replaced by site specific standards for wetlands based on their function are adopted by the Commonwealth and approved by EPA.

5.4 Protection of Ground Water

Whereas the Commonwealth is almost entirely dependent on ground water for its drinking water supplies, these regulations set water quality standards for land disposal activities to ensure the protection of this natural resource. At this time, requirements for land disposal activities will be dependent on vertical distances to the aquifer, lateral distances to nearby water wells, and general quality of existing ground water until specific groundwater quality management zones are developed.

PART 6 BASIC WATER QUALITY CRITERIA APPLICABLE TO ALL SURFACE WATERS

All surface waters shall be free of substances attributable to domestic, industrial, or other controllable sources of pollutants and shall be capable of supporting desirable aquatic life and be suitable for recreation in and on the water.

This part will be subject to verification by monitoring as may be prescribed by the Secretary or Director to assure freedom from any of the following conditions:

(a) Materials that will settle to form objectionable sludge or bottom deposits.

(b) Floating debris, oil, grease, scum, or other floating materials.

(c) Substances in amounts sufficient to produce taste or odor in the water or detectable off flavor in the flesh of fish, or in amounts sufficient to produce objectionable odor, turbidity, or other conditions in the receiving waters.

(d) High temperatures; biocides; pathogenic organisms; toxic, corrosive, or other deleterious substances at levels or in combinations sufficient to be toxic or harmful to human health or aquatic life, or in amounts sufficient to interfere with any beneficial use of the water.

(e) Soil particles resulting from erosion on land involved in earth work, such as construction of public works; highways; subdivisions; recreational; commercial, or industrial development; or the cultivation and management of agricultural lands.

(f) Substances or conditions or combinations thereof in concentration which produce undesirable aquatic life.

PART 7 SPECIFIC WATER QUALITY CRITERIA FOR SURFACE WATERS

7.1 Microbiological Requirements

Applicable to:

The fecal coliform concentration shall not exceed a geometric mean of 200 per one hundred milliliter in not less than five samples equally spaced over a thirty-day period nor shall any single sample exceed 400 per one hundred milliliter at any time.

All Waters

The Enterococci concentration shall not exceed a geometric mean of 35 per one hundred milliliters.

AA

The Enterococci concentration shall not exceed a geometric mean of 33 per one hundred milliliters.

1

The E. Coli concentration shall not exceed a geometric mean of 125 per one hundred milliliters.

1

The Enterococci concentration shall not exceed a geometric mean of 125 per one hundred milliliters.

A

The Enterococci concentration shall not exceed a geometric mean of 90 per one hundred milliliters.

2

The E. Coli concentration shall not exceed a geometric mean of 300 per one hundred milliliters.

2

Fecal coliform and enterococci may originate from environmental sources as well as from human and animal fecal contamination. Where these microbiological standards are exceeded, a determination of the impact on public health and the environment may be based upon additional sampling, a sanitary survey of the drainage area contributing run-off to the contaminated water, and special studies of the environmental sources of fecal coliform and enterococci in the waters of the CNMI.

In areas which support shellfish habitat where the shellfish are harvested for human consumption the fecal coliform concentration shall not exceed a geometric mean of 14 per one hundred milliliters.

7.2 pH

To

Applicable

pH shall not deviate more than 0.5 units from a value of 8.1.

A,AA

pH shall not deviate more than 0.5 from ambient conditions and shall not be lower than 6.5 nor higher than 8.5.

1,2

7.3 Nutrients

Parameter	Concentration Shall Not Exceed (mg/l)	Applicable To
Nitrate-Nitrogen	0.20	AA
	0.50	A
Total Nitrogen	0.4	AA
	0.75	A,1
	1.50	2
Orthophosphate	0.025	AA
	0.05	A
	0.10	1,2
Total Phosphorus	0.025	AA
	0.05	A
	0.10	1,2
Ammonia (un-ionized)	0.02	AA,A,1,2

7.4 Dissolved Oxygen

Concentration of dissolved oxygen in all waters shall not be less than 75% saturation. Where natural conditions cause lower dissolved oxygen levels, controllable water quality factors shall not cause further reductions.

7.5 Total Filterable Suspended Solids

Applicable To

Concentrations of suspended matter at any point shall not be increased from ambient conditions at any time, and should not exceed 5 mg/l except when due to natural conditions.

AA,1

Concentrations of suspended matter at any point shall not be increased from ambient conditions at any time, and should not exceed 40 mg/l except when due to natural conditions.

A,2

7.6 Salinity

Marine Waters: No alterations of the marine environment shall occur that would: (1) alter the salinity of marine or estuarine waters more than 10% of the ambient conditions, or (2) which would otherwise adversely affect the sedimentary patterns and indigenous biota, except when due to natural causes. A,AA

Fresh water: The maximum allowable amount of chlorides and sulfates shall be 250 mg/l, and the Total Dissolved Solids shall not exceed 500 mg/l or 133% of the ambient condition. The salinity of fresh water sources and wetlands shall not be increased more than 20% from ambient conditions. 1,2

7.7 Temperature

Water temperature shall not vary by more than 1.0°C from the ambient conditions. AA,A,1,2

7.8 Turbidity

Turbidity at any point, as measured by nephelometric turbidity units (NTU), shall not exceed 0.5 NTU over ambient conditions except when due to natural conditions. AA,1

Turbidity values (NTU) at any point shall not exceed 1.0 NTU over ambient conditions except when due to natural conditions. A,2

7.9 Radioactive Materials

Discharge of radioactive materials at any level into any waters of the Commonwealth is strictly prohibited. All

7.10 Oil and Petroleum Products

The concentration of oil or petroleum products shall not: All waters

(a) Be detectable as a visible film, sheen, or discoloration of the surface or cause an objectionable odor.

(b) Cause tainting of fish or other aquatic life, be injurious to the indigenous biota or cause objectionable taste in drinking

water.

(c) Form an oil deposit on beaches or shoreline or on the bottom of a body of water.

7.11 Toxic Pollutants

In order that the designated uses of State waters be protected, all waters shall be free from toxic pollutants in concentrations that are lethal to, or that produce detrimental physiological responses in human, plant, or animal life. Detrimental responses include, but are not limited to, decreased growth rate and decreased reproductive success of resident or indicator species and/or significant alterations in population or community ecology or receiving water biota.

A "toxic pollutant" is as defined by the CWA, Section 502(13). Criteria for toxic pollutants are given as either a numeric criteria or are determined by multiplying the stated application factor by the concentration determined to be lethal to 50% of the most sensitive indigenous organism after 96 hours of exposure (96 LC 50). The 96 LC 50 values shall be determined by using bioassay procedures consistent with those described in the latest edition of Standard Methods for the Examination of Water and Wastewater.

In order to determine compliance with this section, the Director may require additional studies of indicator organisms which include, but are not limited to, analyses of species diversity, species abundance, reproductive success, population density, and growth anomalies. Additionally, effects on human health due to bioconcentration shall be considered.

Aquatic life and human health numeric criteria for the toxic pollutants included in the CWA, Section 307(a), list of priority pollutants, or any subsequent revision are incorporated by reference into the CNMI, Water Quality Standards. Numeric criteria are listed in Tables A and B, Water Quality Criteria.

In waters designated for use as a source of public water supply, the human health numeric criteria shall be at least as stringent as the maximum contaminant levels (MCL's) for drinking water established in the CNMI Drinking Water Regulations.

Site specific criteria shall be developed for toxic pollutants for which: numeric water quality criteria have not been established; a species inhabiting a given site may be more or less sensitive than those used in developing the established criteria; the water chemistry (e.g., pH, hardness, temperature, suspended solids, etc) appears to differ significantly from the laboratory water used in developing the criteria; or the residual

toxicity or synergistic (combined) effect of pollutants requires analyses and development of site specific criteria.

Site specific criteria for aquatic life and human health shall be derived from the CWA, Section 304(a)(1) water quality criteria or by methods published by the U.S. Environmental Protection Agency as described in (45 Federal Register 79318), November 28, 1980.

In areas where site specific criteria are developed, the Department shall regulate point source discharges by establishing effluent limits which are protective of the designated use of the waters in the area.

7.12 General Considerations

(a) Effects of high temperature, biocides, pathogenic organisms or other deleterious substances at levels or combinations sufficient to interfere with aquatic life or human health, or in amounts sufficient to interfere with the beneficial use of the water shall be evaluated as a minimum by use of a 96-hour bioassay as described in the most recent editions of Standard Methods for the Examination of Water and Wastewater. Survival of test organisms shall not be less than that in controls which utilize appropriate water. Failure to determine presence of toxic substances by this method shall not preclude determinations of excessive levels of toxic substances on the basis of other criteria or methods.

(b) Pollutant discharges shall be regulated so as to protect not only the receiving waters but also the surrounding state waters and marine life which are affected indirectly through pollutant discharges.

(c) Part 6 (e) shall be met upon showing that the land on which the erosion occurred or is occurring is being managed in accordance with the CNMI Earthmoving and Erosion Control Regulations, Commonwealth Register Vol. 8 No. 6, September 15, 1986, and that a comprehensive conservation program is being actively pursued, or that the discharge has received the best degree of treatment or control, and that the severity of impact of the residual soil reaching the receiving body of water is deemed by the Director to be acceptable.

(d) The health and life history characteristics of aquatic organisms in waters affected by controllable water quality factors shall not differ substantially from those for the same waters in areas unaffected by controllable water quality factors. Also, controllable water quality factors shall not cause a detrimental increase in concentrations of toxic substances found in bottom sediments or aquatic life.

PART 8 CLASSIFICATION AND ESTABLISHMENT OF WATER USE AREAS

8.1 Rota

(a) CLASS AA

All coastal and oceanic waters surrounding Rota except for those waters delineated in CLASS A.

(b) CLASS A

The coastal waters known as East Harbor and West Harbor.

(c) CLASS 1

All natural (not man-made) fresh surface waters on Rota.

8.2 Tinian and Agiguan

(a) CLASS AA

All coastal and oceanic waters surrounding Tinian and Agiguan except for those waters delineated in CLASS A.

(b) CLASS A

The coastal waters known as San Jose Harbor.

(c) CLASS 1

All fresh surface waters on Tinian and Agiguan.

8.3 Saipan

(a) CLASS AA

All coastal and oceanic waters surrounding Saipan except for those waters delineated in CLASS A and all waters up to 2000 feet in all directions from the mean high water mark on the shore of Managaha Island.

(b) CLASS A

The coastal waters from Puntan Muchot to Saddok As Agatan except for waters up to 2000 feet in all directions from the mean high water mark on the shore of Managaha Island.

The coastal waters surrounding the Agingan Wastewater Treatment Plant, within a 1,000 foot radius of the outfall.

(c) CLASS 1

All fresh surface waters on Saipan.

8.4 Northern Islands (Farallon de Medinilla, Anatahan, Sariguan, Guguan, Alamagan, Pagan, Agrihan, Asuncion, Maug, Farallon de Pajaros)

(a) CLASS AA

All coastal and oceanic waters surrounding the Northern Islands except for those delineated in CLASS A.

(b) CLASS A

The coastal and oceanic waters surrounding Farallon de Medinilla.

(c) CLASS 1

All fresh surface waters in the Northern Islands.

PART 9 MIXING ZONE IN RECEIVING WATERS

The water quality criteria in these regulations shall apply within a mixing zone unless specific alternative criteria have been approved by the Division of Environmental Quality. Mixing Zones will not be granted in lieu of reasonable control measures to reduce point source pollutant discharges but will be granted to complement the applicable controls. A limited mixing zone in the immediate area of a point source of pollution may be allowed if the conditions set out in this part are met.

9.1 Establishment of Mixing Zone

No mixing zone shall be established unless the continuation of the function or operation involved in the discharge by the granting of the mixing zone is in the public interest, and the discharge occurring or proposed to occur does not substantially endanger public health and safety.

9.2 Prevention, Control, and Abatement

If the mixing zone is established on the grounds that there is no reasonable means known or available for the adequate prevention, control, or abatement of the discharge involved, it may be allowed until the necessary means for prevention, control or abatement become practicable, and subject to the taking of any substitute or alternative measures that the Director may prescribe. No renewal of a mixing zone shall be allowed without a thorough review of known and available means of preventing, controlling, or abating the discharge involved.

9.3 Time Limit for Mixing Zone

The Director may issue an approval for the establishment of a mixing zone for a period not to exceed five years.

9.4 Mixing Zone Characteristics

An allowable mixing zone shall be defined by all or some of the following characteristics: receiving water; discharge location; volume of discharge; specific linear distance; area or volume; mixing velocities and other pertinent hydrologic biological, chemical, and physical characteristics.

9.5 Criteria for Mixing Zone

The following criteria shall be met in determining the location, size, shape, and in-zone quality of mixing zones.

(a) Mixing zones shall not impact any area of a water body in such a manner that the maintenance of aquatic life in the body of water as a whole would be adversely affected.

(b) Mixing zones shall be as small as practicable.

(c) Where two or more mixing zones are in close proximity, they shall be so defined that a continuous zone of passage for aquatic life is available.

(d) Mixing zones shall be free from substances in concentrations or combinations that will cause acute lethality to aquatic life.

(e) The prohibition on acute lethality established in Part 9.5(g) shall be implemented by requiring that the concentrations of toxic pollutants in the pipe at the point of discharge shall not exceed the acute, aquatic life water quality criteria of Part 7.11 of these regulations.

(f) For discharges into freshwater streams and rivers the mixing zone will be limited to not more than 1/4 of the cross sectional area and/or volume of flow of the stream, leaving at least 3/4 free as a Zone of Passage. The mixing zone shall not extend more than 5 stream widths downstream from the point of discharge. Mixing zones will not be allowed in standing bodies of water with no currents available for dispersion of pollutants.

(g) All discharges to marine waters will comply with the Ocean Discharge Criteria promulgated under Section 403 (c) of the CWA.

PART 10 WATER QUALITY CERTIFICATION

A water quality certification is required by the CWA, Section 401 of any applicant for a federal license or permit to conduct any activity including, but not limited to, the construction or operation of facilities, which may result in any discharge into waters of the United States. The Division of Environmental Quality shall issue a water quality certification for any proposed activity which: (1) complies with the applicable provisions of the CWA Sections 301, 302, 303, 306, and 307, (2) complies with applicable provisions of the CNMI Water Quality Standards, (3) will not interfere with the attainment or maintenance of the existing or designated use of the state waters, and (4) all appropriate and practicable steps have been taken to minimize potential adverse impacts of the discharge on aquatic life and human health, as determined by the Director.

10.1 Application For Water Quality Certification

An applicant for certification shall submit a completed application for the CNMI Water Quality Certification. The application shall include a description of the discharge involved in the activity for which certification is sought, with a request for certification signed by the applicant. The application shall include the following:

- (a) The name and address of the applicants;
- (b) A description of the facility or activity, and of any discharge into state waters which may result from the conduct of any activity including, but not limited to, the construction or operation of the facility. This description shall include the characteristic of the discharge, and the location or locations at which such discharge may enter state waters;
- (c) If applicable, a description of the function and operation of equipment or facilities to control discharges, including specification of the methods of control to be used;
- (d) The estimated date or dates on which the activity will begin and end and the date or dates on which the discharge(s) will take place;
- (e) If applicable, a description of the methods and means being used or proposed to monitor the quality and characteristics of the discharge and the operation of equipment or facilities employed in the control of the proposed discharge;
- (f) The Director may require the submission of additional information after a certification application has been filed. If a certification application is incomplete or otherwise deficient, processing of the application shall not be completed until such

time as the applicant has supplied the missing information or other wise corrected the deficiency. The Director shall notify the applicant, in writing, within fifteen days of the submission of an application, if an application is incomplete or otherwise deficient. A description of the type of additional information necessary to complete the application or correct the deficiency will be included with such a written notice. Failure to provide additional information or to correct a deficiency shall be sufficient grounds for denial of certification;

(g) The applicant is required to notify the department, in writing, of changes which may affect the application and certification proces;

(h) The applicant will be informed, in writing, by the Director when a certification application is considered complete. The Director shall act on a request for certification within a period which shall not exceed six months; and

(i) Every applicant for water quality certification shall pay a filing fee. Filing fees for water quality certification are dependent on the type and scale of the proposed activity and its potential to affect water quality:

(1) Any commercial activity that will result in either the generation of an excess of 5000 gallons of wastewater per day, any clearing of 1000 square meters or filling exceeding 1000 cubic meters in waters of the CNMI, or any other large scale development required to obtain a 401 Water Quality Certification as determined by the Director shall pay a fee of \$5000.

(2) Any commercial activity requiring a 401 Water Quality Certification that will result in either the the generation of less than 5000 gallons of wastewater per day or any clearing less than 1000 square meters or filling in waters of the CNMI that is less than 1000 cubic meters shall pay a fee of \$1000.

(3) Any small family residential activity requiring a 401 Water quality Certification resulting in a clearing that does not exceed 1000 square meters is required to obtain a water quality certification and shall pay a fee of \$100. Any residential activity exceeding 1000 square meters must pay an additional fee of \$5 per 100 square meters or fraction thereof.

This filing fee shall be submitted with the water quality certification application letter and shall not be refunded nor applied to any subsequent water quality certification following final action or denial of a water quality certification. Any Federal or CNMI government agency shall be exempt from paying

filing fees.

10.2 Public Notification and Public Hearing

DEQ shall issue a public notification upon receipt of an application for a water quality certification.

(a) The notice will include the name and address of the applicant, and a brief description of the activity and of the discharge involved in the activity for which certification is being sought.

(b) The notice shall be published in a minimum of two newspapers, one of which has a daily circulation.

(c) The public comment period shall be for at least 30 days from the date of the first publication of the notice. The Director may, upon request, provide the opportunity for public hearing(s) to consider issuance of a water quality certification. The Director shall inform the applicant, in writing, that such action has been taken.

(d) All publication costs related to public notification(s) and hearing(s) shall be paid by the applicant to the necessary and appropriate newspaper agency(ies) prior to publication date.

10.3 Determination of Water Quality Certification

(a) The Director shall make a determination on a Water Quality Certification based upon evaluation of:

(1) the application made by the applicant to the licensing or permitting agency and the information contained in such application which is relevant to water quality considerations,

(2) the application materials submitted pursuant to part 10.1,

(3) comments received during the public comment period,

(4) the record of a public hearing held pursuant to part 10.2, and

(5) any other information and data that the Director deems relevant.

(b) DEQ shall not grant a water quality certification for any activity including, but not limited to, the construction or operation of facilities, which may result in any discharge into the waters of the United States unless the activity meets all of

the provisions of the CWA 404(b)(1) as described in 40 CFR Part 230.

(c) The contents of the Water Quality Certification issued by DEQ shall include:

- (1) the name and address of the applicant
- (2) reference to the application materials which were evaluated in making the certification, identified by date received, and federal license and permit application number or code where applicable,
- (3) a statement that there is reasonable assurance that the activity will be conducted in a manner which will not violate applicable water quality standards,
- (4) a statement of any conditions which the Director deems necessary or desirable with respect to the discharge or the activity, and
- (5) any such other information as the Director may determine to be appropriate.

(d) If after considering the information submitted pursuant to 10.3(a) the Director determines that there is reasonable assurance that applicable water quality standards will not be violated and the proposed methods of control will be applied to a discharge which is the result of any activity including, but not limited to, the construction and operation of facilities, then the Director shall so certify.

(e) The Director may modify the certification prior to the issuance of the federal license or permit, after consideration of information presented by the applicant licensing or permitting agency or other government agencies or interested parties.

(f) If the Director fails or refuses to act on a request for certification within a reasonable period of time (which shall not exceed six months) after receipt of a complete application, then the certification requirements of this section shall be waived with respect to federal applications.

(g) If the discharge in question is the result of one of the activities which receives a nationwide permit for the discharge of dredge and fill materials, thereby fulfilling specific conditions of that permit pursuant to 33 CFR 330.5 and 330.6, then the Director will determine, on a case-by-case basis, which projects are considered to be minor and non-controversial. Certification requirements of this section shall be waived for minor and non-controversial activities within six months of the receipt of a completed application.

(h) Water Quality Certifications for storm water discharges associated with industrial and construction site activities, as described in 40 CFR Part 122.26, shall be waived provided the following conditions are met:

(1) All conditions and requirements set forth in the United States Environmental Protection Agency, Final National Pollutant Discharge Elimination System (NPDES) General Permits for Storm Water Discharges Associated With Industrial Activity and from Construction Sites, issued September 25, 1992, are complied with;

(2) A storm water pollution prevention plan for storm water discharges associated with industrial activities or from construction sites is approved by the Director of DEQ prior to submission of the Notice of Intent (NOI) which is EPA Form 3510-6. For facilities with current storm water discharges associated with industrial activities, a storm water plan is submitted within thirty (30) calendar days of adoption of this regulation;

(3) a NOI to be covered by the general permit for discharges associated with industrial activities or for discharges from construction activities is submitted to DEQ and USEPA, Region IX, accompanied by a pollution prevention plan approval letter from DEQ;

(4) the NOI is postmarked seven (7) calendar days prior to any storm water discharges and a copy is submitted to the Director of DEQ no later than seven (7) calendar days prior to any storm water discharges; and

(5) all monitoring reports required by the respective general storm water permits are submitted to DEQ.

The Director may deny coverage under this permit and require submittal of an application for an individual NPDES permit based on a review of the NOI or other information made available to the Director.

(i) If the discharge in question is the result of a National Pollutant Discharge Elimination System Permits for Storm Water Discharges, Certification requirements of this section shall be waived for Industrial Facilities provided:

(1) All requirements of Permit of United States Environmental Protection Agency (EPA) are complied with;

(2) the storm water pollution prevention plan must be approved by the Director of DEQ as follows:

Type of Facility

Date by Storm Water Pollution

Prevention Plan Submitted to DEQ

Facility currently with storm water discharge associated with industrial activity within 30 days from the adoption of this regulation.

Facility with storm water discharge associated with industrial activity commencing after the adoption of these regulations Approval must occur prior to the submittal of the NOI to EPA.

Oil & Gas Facility that is required to apply for Registered Quantity Release 60 calendar days after commencement of discharge.

Facilities owned or operated by municipality that is rejected or denied participation in group application 365th day following the date of rejection or denial.

(3) a NOI to be covered by the general permit must be submitted to the United States Environmental Protection Agency (EPA) in the form proscribed by the EPA;

(4) the NOI to EPA must be postmarked seven (7) calendar days prior to any discharge; and

(5) a copy of the NOI must be submitted to the Director of DEQ no later than seven (7) calendar days prior to any discharge.

The Director may deny coverage under this permit and require submittal of an application for an individual NPDES permit based on a review of the NOI or other information.

10.5 Water Quality Certification-General Provisions

(a) Where any facility or activity has received certification pursuant to section 10.3 in connection with the issuance of a license or permit for construction, and where such facility or activity is not required to obtain an operating license or permit, the Director, prior to the operation of such facility or activity, shall be afforded the opportunity to perform an initial inspection of such facility or activity for the purpose of determining if the manner in which such facility or activity will be operated or conducted will violate applicable water quality standards.

(b) If the Director, after the initial inspection pursuant to section 10.4 (a) determines that operation of the proposed facility or activity will violate applicable water quality standards, the Director shall so notify the applicant and the licensing or permitting agency.

(c) Where a licensing or permitting agency, following a public hearing, suspends a license or permit after receiving the Director's notice and recommendation pursuant to section 10.3, the applicant may submit evidence to the Director, that the facility or activity has been modified so as not to violate applicable water quality standards. If the Director determines that the applicable water quality standards have not been violated, the Director shall so notify the licensing or permitting agency.

(d) The Director may, and upon request shall, provide licensing and permitting agencies with determinations, definitions, and interpretations to the meaning and content of the CNMI water quality standards. The Director may, and upon request shall, also advise licensing and permitting agencies as to the status of compliance by dischargers with the conditions and requirements of applicable water quality standards.

10.6 Water Quality Certification-Adoption of New or Revised Water Quality Standards

To the extent permitted by applicable law, all water quality certifications to be issued by DEQ shall require the licensing or permitting authority to include a clause in the license or permit advising the licensee or permittee that the license or permit shall be subject to amendment or modification if and to the extent that existing water quality standards are made more stringent, or new water quality standards are adopted, by DEQ.

Upon adoption or revision of water quality standards, DEQ shall notify the licensing or permitting authority and the licensee or permittee of the revised or newly-enacted water quality standards and shall request the licensing or permitting authority to amend or modify the license or permit, if and to the extent permitted by applicable law, to reflect the applicable water quality standards.

PART 11 LAND DISPOSAL OF WASTEWATER

11.1 General Applicability

Any action or activity that results in the disposal of wastewater on land in excess of fifty-five (55) gallons per day

requires the Director of DEQ approval. Types of wastewater and pollutants discharges that need approval prior to land disposal include but are not limited to reverse osmosis brine and oil/water separator discharges.

(a) The disposal of human or animal wastewater is excluded under these requirements as this activity is regulated under the CNMI Individual Wastewater Disposal System regulations.

(b) The disposal of wastewater through an injection well is excluded as this activity is regulated under the CNMI Underground Injection Control (UIC) regulations.

11.2 Submission of Land Disposal Plans

Prior to the land disposal of any wastewater or other pollutants in excess of fifty-five (55) gallons per day, the Director of DEQ will review the plan for disposal and make a determination that the marine water or ground water will not be adversely affected by such disposal.

(a) The plan for the land disposal shall include the following items:

(1) Name, address, and phone number of applicant;

(2) Description of the physical process that produces the wastewater, chemical make-up of wastewater, and average volume produced on a daily and annual basis;

(3) Map of disposal site which identifies elevation, nearby landmarks, and proposed point of discharge;

(4) Schematic of proposed land disposal method (e.g. precolation trench, ponding basin, leachfield, infiltrator) to be used;

(5) In the event that the land disposal plans requires seepage as a mechanism for the removal of fluids, the applicant must perform a percolation test on the proposed site and submit the results to the Director of the Division of Environmental Quality.

(b) The applicant must pay a \$500 filing fee for all land disposal plans that are submitted to the Director of the Division of Environmental Quality for review.

(1) This fee will be waived for projects that have applied for a Clean Water Act 401 Water Quality Certification.

(2) All government agencies shall be exempt from paying a fee.

11.3 Land Disposal in Coastal Lands

Land disposal in coastal lands is defined as disposal of wastewater within one hundred and fifty (150) feet of the mean high water mark of the shoreline. Any wastewater to be land disposed on coastal lands must meet CNMI Water Quality Standards.

11.4 Land Disposal in Groundwater Recharge Areas

Land areas other than coastal lands are defined as groundwater recharge areas. The applicant must make a determination of the depth to ground water on documented evidence including the elevation above sea level and a review of the nearby well drilling records. The applicant may provide an estimate of the depth to ground water on the basis of a report from a professional hydrogeologist. Groundwater recharge areas are further divided into three subcategories:

(a) Primary groundwater recharge zones are defined as

(1) areas contributing surface infiltration within one hundred (100) feet vertically above a geologic formation that is saturated with ground water that is capable of transmitting water in sufficient quantity to sustain a public water supply well; or

(2) within three hundred (300) feet laterally upgradient from a public water water well; or

(3) one hundred and fifty (150) feet laterally downgradient from a public water supply well.

(b) Secondary groundwater recharge zones are defined as areas contributing surface infiltration but exceed 100 feet to a geologic formation that is saturated with ground water and currently or is capable of transmitting water in sufficient quantity to sustain a public water supply well.

(c) Brackish groundwater recharge zones are defined as areas contributing surface infiltration to a geologic formation that is saturated with brackish ground water with greater than 500 part per million total dissolved solids.

11.5 Discharge Limitations for Land Disposal of Wastewater

Discharge limitations for wastewater that is to be land disposed in groundwater recharge areas is dependent on subcategory of groundwater recharge area and volume of wastewater to be

disposed.

(a) Wastewater that is to be land disposed in primary groundwater recharge zones must meet drinking water standards as set in CNMI Drinking Water Regulations.

(b) Discharge limitations for water quality to be land disposed in secondary groundwater recharge zones and brackish groundwater recharge zones are dependent on volume of wastewater. Specific criteria for discharge limitations will be determined on a case-by-case basis and authorized in the permit.

PART 12 INSPECTIONS AND RIGHT OF ENTRY

12.1 General Inspections

DEQ may make any inspections of any construction work or industrial facility deemed necessary to ascertain compliance with the provision of these regulations. As a condition for the issuance and continuation of any certification granted under these regulations, the holder of a certification shall allow prompt access to the premises covered by the permit or plan to the Director or his authorized representative for the purpose of inspecting the premises for compliance with the terms of the certification. The inspection may be made with or without advance notice to the certification holder, with good purpose, at the discretion of the Director, but shall be made at reasonable times unless an emergency dictates otherwise.

12.2 Inspections at Reasonable Times

All facilities that have applied for or are required to obtain a water quality certification or NOI shall be subject to DEQ inspections at reasonable times by authorized employees of the DEQ.

12.3 Right to Enter When the Director Has Probable Cause

(a) If the Director has probable cause to believe a violation of these regulations or any order issued under these regulations, or any term of a certification granted pursuant to these regulations, has occurred or is imminent, or if it is necessary to permit the Director to perform his duties under this Act, the Director shall apply to the Commonwealth Trial Court or the District Court for the Northern Mariana Islands for an order or warrant to enter upon and search any property, take necessary samples or readings therefrom, seize evidence found therein and examine or impound any book or record found therein or specified in such order or warrant.

(b) The Director or his authorized representative may enter

upon any property for the purpose set forth in subsection (a) of this section without an order or warrant if he/she has probable cause to believe all of the following:

- (1) That a violation described in these regulations has occurred or is imminent.
- (2) That the violation poses a serious, substantial, and immediate threat to the public health or welfare.
- (3) That the delay in obtaining a court order or warrant would prolong or increase the threat, or would prevent, hinder, or delay the discovery of evidence of the violation or the taking of any necessary mitigating or remedial measures.

12.4 Inconsistent Conditions

If the inspector finds the conditions are other than as stated in the certification approved by DEQ, the Director may revoke the approval after issuance of a Notice of Violation and opportunity for a hearing.

PART 13 NOTICES OF VIOLATIONS, ADMINISTRATIVE ORDERS, AND PENALTIES

13.1 Power to Uphold Water Quality Standards

The Division is responsible for enforcement of these regulations in accordance with the applicable laws of the CNMI and the Clean Water Act and its amendments. Where State waters designated for recreational use fall below the CNMI water quality standards set forth in these regulations, the Director in consultation with the Secretary, shall have the authority to suspend public use of state waters or take other action which in the Director's discretion is necessary to protect the public health, safety and welfare.

13.2 Enforcement Actions

If upon an investigation pursuant to Section 11, the Director has reason to believe that any provision of these regulations promulgated pursuant hereto, or any any water quality certification, has been violated the Director shall within 10 days either:

- (1) Issue a Notice of Violation or request to the correct the violation to the alleged violator; or
- (2) Issue a Proposed Administrative Order and conduct a hearing pursuant to subsection 12.4 of these regulations; or

(3) When the Director has elected to issue a Notice of Violation and request to correct, and the alleged violator has not complied within ten (10) working days from the receipt of the notice, the Director shall immediately issue a Proposed Administrative Order and conduct a hearing pursuant to subsection 12.4 of these regulations. Such orders may include but are not limited to a payment of a civil fine, take corrective action, or to cease and desist.

(4) The Director may order any person to pay a civil fine of not more than \$1,000.00 for each day for each violation of the Act, any regulations adopted pursuant to the Act, any permit, license, or certification issued pursuant to the Act and such regulations.

13.3 Procedures for Administrative Orders

The Director may issue an proposed Administrative Order for each violation of the regulations adopted pursuant to the CNMI Water Quality Standards, or any conditions of the water quality certification issued pursuant to the regulations. Each day of continued violation after issuance of written notice by the Director or designee and the expiration of any reasonable period allowed for corrective action is a separate offense.

The issuance of the proposed Administrative Order will include the schedule of a hearing conducted pursuant to 1 CMC Section 9109 and 9110. Notwithstanding any other provision of law, hearings may be public or closed at the discretion of the agency.

13.4 Settlement

The respondent may also request an informal Settlement Conference. If a settlement is reached, the parties shall forward a proposed consent order for the approval of both the Director and the Secretary. If the parties are unable to reach a settlement agreement, the hearing will take place as scheduled.

13.5 Hearing Procedures

(a) If a hearing is conducted, the Director or designee will preside over the hearing. The Director shall control the taking of testimony and evidence and shall cause to be made an audio, audio-video, or stenographic record of the hearing. The type of record made shall be the discretion of the Director. Evidence presented at such a hearing need not conform with the prescribed rules of evidence, but may be limited by the Director in any manner she/he reasonably determines to be just and efficient and promote the ends of justice.

(b) The Director shall issue a written decision within (15) working days of the close of the enforcement hearing. The decision shall include written findings of fact and conclusions of law. The standard of proof for such a hearing and decisions shall be the preponderance of the evidence.

(c) At the hearing, the respondent shall also be provided the opportunity to state (1) the circumstances or arguments which are alleged to constitute the grounds of defense, and (2) the facts which respondent intends to place at issue. Failure to admit, deny, or explain any material factual allegation contained in the complaint constitutes an admission of the allegations. Failure to appear or make a written response at the hearing also constitutes an admission of allegations. An oral answer may also be given at the time of hearing.

(d) At the closure of the hearing and review of the facts, an assessment of a penalty may be included and a fine will be levied as part of the Final Administrative Order.

13.6 Failure to Comply with Administrative Order

If the alleged violator has not complied with the Final Administrative Order, the Director may file a civil action initiated through the Commonwealth Courts shall be transmitted through and with the approval of the Secretary and the Attorney General as necessary to enforce these regulations in consonance with, and in accordance with the applicable laws of the CNMI. The Attorney General will institute legal actions to enjoin a violation, continuing violation or threatened violation of these regulations.

13.7 Appeal

An appeal from the final enforcement decision shall be to the Commonwealth Superior Court within thirty (30) calendar days following service of the final agency decision.

13.8 Additional Penalties

The Director may also recover from the violator all costs incurred by the Commonwealth in taking any action necessary to mitigate or reduce any significant adverse effect caused by the violator's failure to comply with these regulations or a certification issued pursuant to these regulations.

13.9 Willful Violations

Any person who knowingly and willfully commits any act in violation of these regulations or conditions imposed in a water

quality certification, and who is found guilty by a court of competent jurisdiction may be punished by a fine of not more than \$50,000.00 or by imprisonment for not more than one (1) year, or both. Any other penalties or remedies provided by these regulations and ordered by the Director shall also remain in effect.

PART 14 SEVERABILITY

If any provision of these Regulations or their application is held to be invalid, such invalidity shall not affect any other provision or application that can be used without the invalid section, and to this end the provisions of these Regulations and their various applications are declared to be severable.

NOTICE OF ADOPTION

BOARD OF EDUCATION ADOPTION & RESCINDED REGULATIONS

The Board of Education of the Northern Mariana Islands hereby notifies the general public that the following Regulations have been adopted by the Board of Education pursuant to Article XV of the CNMI Constitution, the Education Act of 1988, and the Administrative Procedures Act.

"Regulations for the Public School System Employment of Certified Personnel" & "Regulations for the Public School System Employment of Non-Certified Personnel."

The above adopted Regulations were published in the Commonwealth Register Vol. 18.-No. 11 (November 15, 1996) in proposed form for public comment. The attached "Regulations for the Public School System Employment of Certified Personnel" and the attached "Regulations for the Public School System Employment of Non-Certified Personnel" will rescind and replace the following former policies:

1. Policies 500 through 507 PERSONNEL, STAFF & CERTIFICATION
2. Policy 806 Drugs & Alcohol Abuse Policy: School Discipline & Enforcement
3. Policy 1003 Non-Employment Contracts & personal Services Contracts
4. Policy 1005 Personnel System Regulations
5. Policy 1009 Harrassment on the Basic of Race, Color, National Origin, Disability & Sex on PSS Grounds or by PSS Employees

The above adopted Regulations were published in the Commonwealth Register Vol. 18.-No. 11 (November 15, 1996) in proposed form for public comment. The attached "Regulations for the Public School System Employment of Certified Personnel" and the "Regulations for the Public School System Employment of Non-Certified Personnel" will rescind and replace the following former regulations:

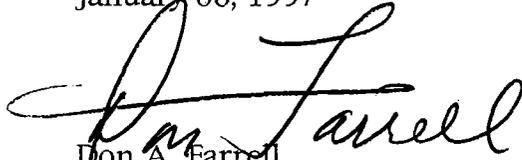
6. Regulations 1000 through 1005 PURPOSE & SCOPE
7. Regulations 2000 through 2003 ORGANIZATION FOR PERSONNEL MANAGEMENT
8. Regulations 3000 through 3123 STAFFING/EXAMINATIONS
9. Regulations 3200 through 3206 POSITION & APPOINTMENTS
10. Regulations 3400 through 3403 SUSPENSIONS, SEPARATIONS & DEMOTIONS
11. Regulations 3600 through 3608 EMPLOYEE APPEALS
12. Regulations 3700 through 3710 GRIEVANCE PROCEDURE
13. Regulation 4102(L) Certified Definition
14. Regulation 4215 Overtime Compensation, Compensatory Time & Control
15. Regulation 4216 Standary Work Week
16. Regulations 5200 through 5207 EMPLOYEE CONDUCT & PERFORMANCE
17. Regulations 5300 through 5320 RESPONSIBILITIES OF EMPLOYEE & MANAGEMENT
18. Regulations 5400 through 5405 POLITICAL ACTIVITY
19. Regulations 7100 through 7110 LEAVES OF ABSENCE
20. Regulations 7200 through 7206 BENEFITS
21. Regulation 8007 Appeals
22. Regulations 10000 through 10000.221 CERTIFICATIONS

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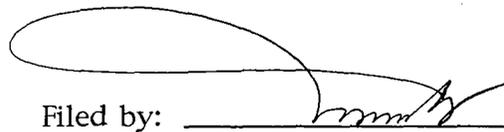
Copies of the adopted regulations may be obtained form the Office of the Commissioner of Education, Public School System, P.O. Box 1370 CK, Saipan, MP 96950.

In accordance with 1 CMC Sec. 9105(b), the adopted regulations shall take effect ten (10) days after the date of publication of this Commonwealth Register issue.

January 08, 1997


Don A. Farrell
Chairman, Board of Education

Copy recieved by: Herman J. Guerrero 1/14/97
Herman T. Guerrero
Office of the Governor


Filed by: Soledad B. Sasamoto 1/8/97
Soledad B. Sasamoto
Registrar of Corporations

AKONSEHERON IDUKASION

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

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

I areklamento ha kukubre i man sigente na patte siha:

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

1. Areklamento 500 asta 507 PERSONNEL, STAFF & CERTIFICATION
2. Areklamento 806 Drugs & Alochol Abuse Policy: School Discipline & Enforement
3. Areklamento 1003 Non-Employment Contracts & personal Services Contracts
4. Areklamento 1005 Personnel System Regulations
5. Areklamento 1009 Harrassment on the Basic of Race, Color, National Origin, Disability & Sex on PSS Grounds or by PSS Employees

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

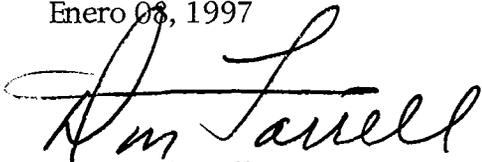
6. Areklamento 1000 asta 1005 PURPOSE & SCOPE
7. Areklamento 2000 asta 2003 ORGANIZATION FOR PERSONNEL MANAGEMENT
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18. Areklamento 5400 asta 5405 POLITICAL ACTIVITY
19. Areklamento 7100 asta 7110 LEAVES OF ABSENCE
20. Areklamento 7200 asta 7206 BENEFITS
21. Areklamento 8007 Appeals
22. Areklamento 10000 asta 10000.221 CERTIFICATIONS

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

Enero 08, 1997



Don A. Farrell
Ge'hilo', Akonseheron Idukusion

Inarekla As: Herman J. Guerrero 1/4/97
Herman T. Guerrero,, Ufisinon Gubetno

Inarekla As: mm by 1/8/97
Soledad B. Sasamoto
Kotporasion Rehistiosion

BOARD OF EDUCATION

Arongorong Reel Fféerú Allégh

Schóól Board of Education, mellól Commonwealth of the Northern Mariana Islands, rekke arongaar aramas towap reel mángemángiir igha rebwe siiweli allégh kka e fféetá. E pwal yoor bwángil allégh kka re bwal féerú sáangi bwángil me ailéewal Education Act of 1988 me Administrative Procedures Act.

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

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

1. Allégh 500 ngāli 507 PERSONNEL, STAFF & CERTIFICATION
2. Allégh 806 Drugs & Alochol Abuse Policy: School Discipline & Enforement
3. Allégh 1003 Non-Employment Contracts & personal Services Contracts
4. Allégh 1005 Personnel System Regulations
5. Allégh 1009 Harrassment on the Basic of Race, Color National Origin Disability & Sex on PSS Grounds or by PSS Employees

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

6. Allégh 1000 ngāli 1005 PURPOSE & SCOPE
7. Allégh 2000 ngāli 2003 ORGANIZATION FOR PERSONNEL MANAGEMENT
8. Allégh 3000 ngāli 3123 STAFFING/EXAMINATIONS
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21. Allégh 8007 Appeals
22. Allégh 10000 ngāli 10000.221 CERTIFICATIONS

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01/08/97
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Owtol allégh yeel 1 CMC Sec. 9105(b), nge ebwe toowow mwiril arongorong yeel. Iyo e mwuschel bwe e bwe atotoolong meeta tipal me mángemángil nge ebwe ischiitiw nge aa afanga ngáli Commissioner of Education, P.O. Box 1370 CK, Saipan, MP 96950, llól seigh ráál sáangi igha e toowow arongorong yeel llól Commonwealth Register.

Schoow 08, 1997



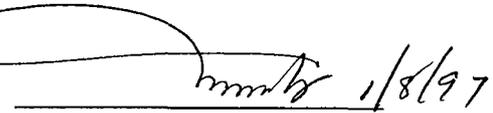
Don A. Farrell
Chairman, Board of Education

Iyo E Feeru:

 1/4/97

Herman T. Guerrero
Office of the Governor

Iyo E File-li:

 1/8/97

Soledad B. Sasamoto
Registrar of Corporations

CERTIFICATION OF RULES REGARDING THE PUBLIC SCHOOL SYSTEM

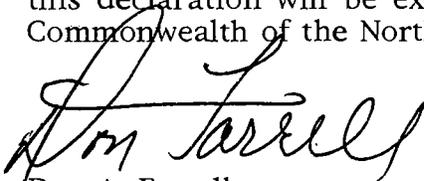
ADOPTED REGULATIONS

BOARD OF EDUCATION

I, Don A. Farrell, Chairman, Board of Education, which is promulgating the rules regarding the Public School System to be published in the Commonwealth Register for adoption. The "Regulations for the Public School System Employment of Certified personnel" and the "Regulations for the Public School System Employment of Non-Certified Personnel" will rescind and replace the following former policies: Policies 500 through 507 PERSONNEL, STAFF & CERTIFICATION, 806 Drug & Alcohol Abuse Policy: School Discipline & Enforcement, 1003 Non-Employment Contracts & Personal Services Contracts, 1005 Personnel System, 1009 Harrassment on the Basic of Race, Color, National Orignin, Disability & Sex on PSS Grounds or by PSS Employees, and Regulations 1000 through 1005 PURPOSE & SCOPE, Regs. 2000 through 2003 ORGANIZATION FOR PERSONNEL MANAGEMENT, Regs. 3000 through 3123 STAFFING/EXAMINATIONS, Regs. 3200 through 3206 POSITION & APPOINTMENTS, Regs. 3400 through 3403 SUSPENSIONS, SEPARATIONS & DEMOTIONS, Regs. 3600 through 3608 EMPLOYEE APPEALS, Regs. 3700 through 3710 GRIEVANCE PROCEDURE, Reg. 4102(L) Certified Definition, Reg. 4215 Overtime Compensation, Compensatory Time & Control, Reg. 4216 Standary Work Week, Regs. 5200 through 5207 EMPLOYEE CONDUCT & PERFORMANCE, Regs. 5300 through 5320 RESPONSIBILITIES OF EMPLOYEE & MANAGEMENT, Regs. 5400 through 5405 POLITICAL ACTIVITY, Regs. 7100 through 7110 LEAVES OF ABSENCE, Regs. 7200 through 7206 BENEFITS, Reg. 8007 Appeals, Regs 10000 through 10000.221 CERTIFICATIONS.

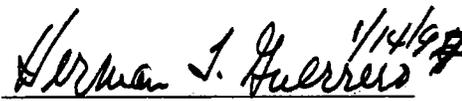
By signing below I hereby certify that such regulations are a true, complete, and correct copy what was formally adopted by the Board of Education. I further request and direct that this certification be published in the Commonwealth Register and then be published by both the Office of the Registrar of Corporation and Office of the Governor to the regulations regarding the Public School System referenced above.

I declare under penalty of pejury that the foregoing is true and correct and that this declaration will be executed on the 15th day of January 1997 at Saipan, Commonwealth of the Northern Marianas Islands.



Don A. Farrell
Chairman, Board of Education

Received by:



Herman T. Guerrero
Office of the Governor

Filed by:



Soledad B. Sasamoto
Registrar of Corporation

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

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EXHIBITS

"A"	<u>Employment Application</u>
"B"	<u>Intent to Offer Employment Letter</u>
"C"	<u>Employment Contract</u>
"D"	<u>Off-Island Hire Contract Addendum</u>
"E"	<u>Comp. Time Off Agreement</u>

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

CHAPTER 1: THE HIRING PROCESS

A. Non-Certified Personnel

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

a. Employees directly hired by the Board of Education, such as the Commissioner, Legal Counsel and Board staff, are not considered to be employees of the Public School System for the purpose of these employment regulations.

B. Recruiting and Interviewing

§1201. Determination of Vacancy.

a. The 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.

§1202. 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.

§1203. 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.

§1204. Funds Certification and Approval.

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

b. The 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.

§1205. Announcement of Vacancy.

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

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

§1206. Announcement Period, Extension.

a. Persons who seek to be interviewed for the job vacancy shall file an application on the PSS form attached to these regulations as Exhibit "A." In handing out application forms, a copy of these regulations shall be attached to the form for the applicant to keep. The 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, 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 (15) days. A new announcement shall be circulated indicating the extension of the application period.

§1207. Eligibility List.

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

b. The eligibility list shall be maintained for one year. Names may be removed by the 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.

§1208. PSS Interviewers.

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

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

§1209. 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.

§1210. 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.

§1211. 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: 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.

(1) 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.

C. The Employment Decision

§1301. 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. 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.

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

§1302. 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.

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

§1304. Intent to Offer Employment Letter.

a. In the event that the 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 these regulations.

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

§1305. 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.

§1306. 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.

(1) 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.

D. The Employment Contract

§1401. 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.

§1402. The Contract Form.

a. 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 these regulations.

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

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

§1403. Routing of the Contract.

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

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

§1404. 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.

E. The Contract Period

§1501. Effect of Multi-Track System. The growth in the number of students attending public schools has exceeded the expansion of school facilities. This has led to the use of multi-track systems in the senior high school, the junior high school and one elementary school on Saipan. This method of scheduling may be extended to other schools in the future. The multi-track system divides a school's student body into two to four groups, each with its own teachers. Each group starts and ends its school year on different dates than the other groups. Thus, the school system and these particular schools are in operation throughout the calendar year.

§1502. Term of Employment.

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

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

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

§1503. Overtime Pay.

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

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

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

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

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

§1504. 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.

F. Renewal

§1601. 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.

§1602. 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.

§1603. 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 (6) months in advance of the termination date in order to be considered for renewal.

CHAPTER 2: STANDARDS OF CONDUCT FOR EMPLOYEES

A. Health Standards

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

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

§2103. Medical Examination at Start of Contract. Upon the execution of an employment contract, the employee shall be required to undergo a physical examination at the Division of Public Health or a health care provider acceptable to the Human Resources Officer in the Commonwealth 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.

§2104. 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.

§2105. 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 § 2104.

§2106. 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 § 2104, then the Commissioner shall declare the contract void and terminate employment.

§2107. 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 § 2104, 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 § 2104, then the Commissioner shall institute proceedings to suspend or terminate employment, as appropriate.

§2108. Restriction on Employment Action. No action shall be taken under sections 2106 or 2107 without first consulting the PSS Legal Counsel to ensure that the requirements of the ADA will be met by the proposed action.

§2109. 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 sections 2106 or 2107 herein.

B. Alcohol Use and Alcoholism

§2201. 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. These regulations are intended to set forth clear rules on the use of alcohol that affects job performance while recognizing the protection accorded to those suffering from alcoholism under the ADA.

§2202. 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.

§2203. Intoxication. No employee shall be intoxicated while discharging the duties of employment.

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

§2205. 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 sections 2202, 2203 and 2204 herein.

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

§2206. 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 § 2205(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.

C. Illegal Drugs

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

§2302. Drug-Free Workplace. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any employee is prohibited in the workplace. Violation of this rule will result in the dismissal of an employee.

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

D. Job Performance

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

§2402. 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.

§2403. 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.

§2404. Insubordination.

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

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

§2405. Cruelty to Students.

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

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

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

§2406. Religious Instruction.

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

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

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

E. Personal Conduct

§2501. Private Employment.

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

b. Private employment is prohibited when:

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

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

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

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

(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.

§2502. 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 these regulations. Nor shall any activity or financial interest be permitted if it could reasonably raise a question whether there would be a conflict of interest with the employee's contract duties or duties established by regulation.

§2503. Gifts and Gratuities.

a. General Rule: No employee may receive, directly or indirectly, any gift, gratuity or item of economic value under circumstances where receipt might reasonably be

interpreted by others as affecting the employee's performance, or impartiality in the performance, of his or her duties to PSS.

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

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

§2504. 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.

§2505. 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.

§2506. 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.

§2507. Criminal Conduct.

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

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

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

§2508. Immoral Conduct.

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

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

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

§2509. 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, race, religion, national origin, age, sexual orientation or disability. Discrimination includes not only the creation of a hostile environment, but also favoritism based on any of these factors. Simply put, employees are required to treat all persons equally.

§2510. Political Activities.

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

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

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

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

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

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

CHAPTER 3. EMPLOYEE DISCIPLINE

A. Forms of Discipline

§3101. 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.

§3102. 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.

§3103. 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.

§3104. 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.

B. Who May Initiate Discipline?

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

§3202. 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.

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

C. When Discipline is Warranted

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

§3302. Factors to be Considered in Initiating Discipline.

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

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

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

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

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

(4) the effect on work relationships,

(5) any disruption of the educational process,
(6) the severity of any adverse effect,
(7) the proximity or remoteness in time of the conduct,
(8) any extenuating or aggravating circumstances surrounding the conduct,
(9) the likelihood the conduct would recur,
(10) the impact of publicity,
(11) the motive for the conduct, and
(12) the extent to which disciplinary action may have an adverse or chilling effect upon the exercise of constitutional rights by other employees.

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

D. When Disciplinary Measures Must Be Followed

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

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

E. Initiating Discipline

§3501. 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.

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

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

§3504. 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.

§3505. 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.

F. Formal Due Process Hearing

§3601. Opportunity for Formal Hearing.

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

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

§3602. Scheduling the Hearing.

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

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

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

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

§3604. Conduct of Hearing.

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

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

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

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

e. Each side may present rebuttal and surrebuttal evidence.

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

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

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

§3605. Evidence.

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

b. The hearing officer shall administer oaths to witnesses.

c. Affidavits under penalty of perjury may be admitted.

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

§3606. Decision.

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

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

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

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

§3607. Appeal. The employee may appeal the agency decision pursuant to the procedures and time restrictions set forth in 1 CMC § 9112.

CHAPTER 4: EMPLOYEE GRIEVANCES

A. Scope of this Chapter

§4101. 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 chapter.

§4102. 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.

B. Employee Protection

§4201. Restraint or Retaliation. Employees will be free from restraint, interference, coercion, discrimination, reprisal and retaliation in the filing and prosecution of their grievances.

§4202. 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.

C. First Step: Consultation with Supervisor

§4301. Prerequisite.

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

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

§4302. Duty of Supervisor.

a. The supervisor shall have the duty to:

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

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

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

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

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

D. Filing of the Complaint and Mediation

§4401. When Filing is Permitted. If the employee is unable to settle the grievance by consulting his or her supervisor, a grievance action may be commenced by filing a written complaint.

§4402. 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.

§4403. 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.

§4404. Equal Employment Officer.

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

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

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

§4405. Mediation.

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

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

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

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

§4406. 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.

E. Commissioner's Review

§4501. 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 (30) days of the mediation meeting.

§4502. 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 (30) days of receiving the request for a review. This report shall be confidential and shall not be provided to the parties or be made a part of any employee's personnel file.

§4503. 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 (14) days of receiving the EEO Report.

F. Employee Appeal

§4601. 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 (30) days of receiving the decision. Failure to appeal will result in the decision of the Commissioner becoming the final resolution of the problem.

§4602. 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.

§4603. Scheduling the Hearing. The hearing officer shall schedule a hearing, after consultation with the parties, to be held within forty-five (45) days of the employee's request for a hearing.

§4604. Legal Counsel.

- a. The employer shall be represented by PSS Legal Counsel.
- b. The employee is entitled to retain counsel of his or her choosing at his or her own expense.

§4605. 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:

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

§4606. Burden of Proof. The employee shall have the burden of proving its grievance by a preponderance of the evidence.

§4607. Conduct of Hearing.

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

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

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

d. The employee shall present evidence to support 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.

§4608. Evidence.

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

b. The hearing officer shall administer oaths to witnesses.

c. Affidavits under penalty of perjury may be admitted.

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

§4609. Submission on Stipulated Facts.

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

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

§4610. Decision.

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

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

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

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

§4611. Appeal. The employee may appeal the agency decision pursuant to the procedures and time restrictions set forth in 1 CMC § 9112.

CHAPTER 5: EQUAL EMPLOYMENT OPPORTUNITY

A. Equal Employment Opportunity

§5101. 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.

§5102. Discrimination and Harassment Prohibited. No employee may discriminate or harass another person on account of that person's race, religion, sex, sexual orientation, national origin, age, disability or in retaliation for the exercise of any rights protected by this chapter.

§5102. 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 § 5102.

§5103. Harassment Defined.

a. Verbal or physical conduct towards a person based on any of the factors listed in § 5102 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.

B. Violations and Employee Discipline

§5201. 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 Chapter 4 of these regulations. A grievance under this section shall be investigated promptly and with an effort to protect the privacy of those involved.

§5202. Employee Discipline. An employee who is determined to have violated the provisions of this chapter 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.

CHAPTER 6: EMPLOYMENT BENEFITS

A. Insurance

§6101 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.

B. Retirement

§6201 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.

C. Leave

§6301 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 is recognized by the PSS. Employee's whose personal lives are in balance are better able to handle the requirements of their job at the PSS.

§6302 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 (4) hours per pay period. Non-Certified employees with less than six(6), but three or more than three (3) years of creditable PSS service shall accrue annual leave at the rate of six (6) hours per pay period. Non-Certified employees with six (6) or more years of creditable PSS service shall accrue annual leave at the rate of eight (8) 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.

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 and sixty (360) 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. 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 360 hours shall be converted to sick leave.

§6303 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 for Non-Certified employees at the rate of four hours per pay period. 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 upon the employee's separation from the PSS.

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 for 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 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 reemployed during that three year time period the sick leave balance shall be recredited 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.

§6304 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 (40) 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.

§6305 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.

§6306 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.

§6307 National Holidays. Non-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.

§6308 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.

§6309 Maternity/Paternity Leave. Please see §6311, Family and Medical Leave.

§6310 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.

§6311 Family and Medical Leave.

a. Non-certified employees who have been employed with the PSS for at least one (1) year, and have worked for at least 1,250 hours during the preceding twelve (12) 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 condition¹, 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.

b. All employees who meet the applicable time of service requirements may be granted a total of twelve (12) weeks of unpaid family and medical leave and paid sick and annual leave combined, during any twelve (12) month period for the following reasons: (1) the birth of the employee's child and in order to care for the child; (2) the placement of a child with the employee for adoption or foster care; (3) to care for a spouse, child, or parent who has a serious health condition; or (4) the employee suffers from a serious health condition that renders the employee incapable of performing the functions of his or her job.

The entitlement to leave for the birth or placement of a child for adoption or foster care will expire twelve (12) months from the date of the birth or placement.

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.

c. 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: (1) the date on which the condition commenced, (2) the probable duration of the condition, (3) the appropriate medical facts within the knowledge of the health care provider regarding the condition, (4) an estimate of time needed to care for the individual involved (including and recurring medical treatment), and (5) a statement that the condition warrants the employee's participation to provide care.

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: (1) the date on which the condition commenced, (2) the probable duration of the condition, (3) the appropriate medical facts within the knowledge of the health care provider regarding the condition, and (4) a statement that the employee is unable to perform the functions of their position due to the condition.

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: (1) the necessity for the intermittent leave or reduced schedule and the expected duration of such necessity, and (2) a listing of the dates of the planned medical treatment and the duration of the treatment(s).

d. 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 (20%) 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: (1) to take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment, or (2) 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

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.

§6312 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.

§6313 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.

§6313 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.



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

POLICY OF NONDISCRIMINATION

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

This application will be given complete consideration, but its receipt does not imply that you will be employed. Please fill it out completely.

APPLICATION FOR NON-CERTIFIED EMPLOYMENT

PERSONAL DATA

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? _____ Yes _____ No
If yes, please give 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? _____ Yes _____ No
If yes, please give dates 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 the position(s) for which you are applying? _____ Yes _____ No
If not, 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? _____ Yes _____ No
If yes, explain on a separate sheet of paper and attach it.

5. If hired, can you furnish proof that you are 18 years of age or older? _____ Yes _____ No
If not, 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 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)? _____ Yes _____ No
If not, please indicate your citizenship:

7. Have you ever had *any* adverse action or *any* disciplinary action with regard to your employment ever taken or proposed against you? _____ Yes _____ No
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 language other than English) that might help you perform the job(s) for which you are applying? _____ Yes _____ No
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 Employment of Non-Certified Personnel? _____ Yes _____ No

10. Have you ever been convicted, pled guilty, or pled "no contest" to any felony or misdemeanor?

_____ Yes _____ No

Note: a "yes" answer does not automatically disqualify you from employment since the nature of the offense, the date it was committed, and the type of job for which you are applying will be considered.

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

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

_____ Yes _____ No

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

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

12. EMPLOYMENT HISTORY

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

Company Name	Job Title & Duties
Address	Dates of Employment From To
City, State, Zip	Reason for Leaving
Supervisor (and phone number, if known)	Your Name When Employed, If Different From Present Name
Company Name	Job Title & Duties
Address	Dates of Employment From To
City, State, Zip	Reason for Leaving
Supervisor (and phone number, if known)	Your Name When Employed, If Different From Present Name
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.)	
<u>Time Period(s)</u>	<u>Reason(s) for Unemployment</u>
IF YOU WERE UNABLE TO LIST ALL PAST JOBS OR PERIODS OF UNEMPLOYMENT ON THIS FORM, PLEASE ATTACH ADDITIONAL INFORMATION ON A BLANK SHEET OF PAPER.	

13. EDUCATIONAL DATA

SCHOOLS ATTENDED	NAME OF SCHOOL AND LOCATION (HIGHEST GRADE COMPLETED)	DID YOU GRADUATE? YES NO	DEGREE/ DIPLOMA/ CERTIFICATE	GRADE POINT AVERAGE	MAJOR COURSES OF STUDY
HIGH SCHOOL(S)			DO NOT ANSWER		DO NOT ANSWER
TECHNICAL, BUSINESS OR MILITARY TRAINING					
COLLEGE OR UNIVERSITY					
GRADUATE SCHOOL					
ADDITIONAL JOB-RELATED SEMINARS, SHORT COURSES, WORKSHOPS, OR OTHER EDUCATIONAL EXPERIENCES:					

14. MILITARY EXPERIENCE

- 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

NAME	ADDRESS	PHONE NUMBER	OCCUPATION

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

IMPORTANT

Please Read Each Paragraph Carefully Before You Turn In This Form. You Will Be Asked To Sign Each One To Show Your Consent At The Time You Turn In This Application.

Representation That Application Is Filled Out Truthfully:

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

Date: _____

Signature: _____

Consent to Investigate Criminal Records:

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

Date: _____

Signature: _____

Consent to Review License/Credential Records & NASDTEC Records:

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

Date: _____

Signature: _____

Consent to 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 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 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: _____

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: _____

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 personally appeared before me on this date and has voluntarily executed the following waivers and notices in my presence:

1. Representation That Application Is Filled Out Truthfully.
2. Consent to Investigate Criminal Records.
3. Consent to Review License/Credential Records & NASDTEC Records.
4. Consent to Physical Examination and Review of Medical Records.
5. Consent to Review Employment Records.
6. Consent to Drug Testing.
7. Agreement that C.N.M.I. Law and Courts Govern.
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: 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?

A commercial Internet service provider maintains a home page for the CNMI on the World Wide Web at <http://www.saipan.com>.

What if I still have questions?

The Human Resources Office welcomes questions about the hiring process or employment terms and conditions. If you are on-island, you can call or visit the Human Resources Office. If you are off-island, you can 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.

(Date)

B

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



EMPLOYMENT CONTRACT FOR NON-CERTIFIED PERSONNEL

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

Terms and Conditions of Employment

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

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

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

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

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

2. OBLIGATIONS: Employee hereby agrees to be responsible for and perform all the acts and duties pertaining to the Employee's employment and to conform to all rules and regulations of the Board of Education.

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

4. WORK SCHEDULE: The Employee shall work 40 hours per week, 52 weeks per year on weekdays, excepting holidays and vacations, and, on occasion, when asked to work overtime. Professional, administrative, or executive employees who are paid a salary are expected to work beyond a regular schedule when necessary to complete the tasks assigned. PSS may, in its sole discretion, assign the Employee to a multi-track school year, a conventional school year, or to two school years in immediate succession, of either or both types, during the contract term.

5. COMPENSATION: As compensation for the services to be provided hereunder, Employee shall be paid the total sum stated in § 1(b) per annum, which total sum shall be payable in 26 equal bi-weekly installments per annum. In the event that the Employee is suspended or discharged for sufficient and just cause in accordance with the PSS regulations, the 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 page 8. An employee covered by the FLSA must sign a Compensatory Time Off Agreement along with this contract which permits the government, in its discretion, to provide its employees with one and one half hours of time off for every hour worked overtime rather than pay for overtime.

6. RESTRICTION ON HIRING OF CNMI GOVERNMENT RETIREES: Pursuant to 1 CMC § 8392(c), any person who has retired and received retirement benefits from the Government of the Northern Mariana Islands who is hired by PSS cannot be employed for more than sixty (60) calendar days in any fiscal year without forfeiting any retirement benefits. The Employee understands that this Contract does not change that law.

a. The following Contract modifications apply to CNMI Government Retirees:

(1) Section 1(b): Compensation shall be paid on a daily basis for each calendar day, or portion of a calendar day in which the Employee is assigned to work. The compensation for one day's work shall be 1/260 of the annual salary listed in § 1(b).

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

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

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

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

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

7. WORK ASSIGNMENT: Employee may be assigned by PSS to work at any school, any office or any facility on the island assigned in § 1(a).

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

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

10. ANNUAL LEAVE AND SICK LEAVE:

a. Non-certified employees with less than three years of creditable PSS service shall accrue annual leave at the rate of four (4) hours per pay period. Non-certified employees with less than six, but more than three, years of creditable PSS service shall accrue annual leave at the rate of six (6) hours per pay period. Non-certified employees with more than six or more years of creditable PSS service shall accrue annual leave at the rate of eight hours per pay period. The maximum accumulation of annual leave for non-certified employees shall be three hundred sixty (360) hours. Annual leave accrued in excess of 360 hours shall be converted to sick leave. The use of annual leave is subject to the conditions set forth in the Regulations for the Public School

System Employment of Non-Certified Personnel.

b. Non-certified employees shall accrue sick leave at the rate of four (4) hours per pay period. The use of sick leave is subject to the conditions set forth in the PSS Regulations.

11. RESIGNATION: The Employee may resign during the term of this contract only if accepted or agreed to by PSS. It is the practice of PSS not to accept any resignation unless or until a satisfactory replacement assumes the Employee's duties.

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

12. OTHER LAWS AND RULES: This Contract is not intended to set forth all of the various duties and obligations of the parties hereto, but rather is made subject to the PSS rules and regulations, as amended from time to time. The Employee has been presented with a copy of the Regulations for the Public School System Employment of Non-Certified Personnel.

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

14. ENTIRE AGREEMENT: This 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 PSS rules and regulations for the employment of non-certified personnel. Furthermore, the Employee agrees to act in good faith in pursuing the grievance remedy. If upon conclusion of the grievance proceedings, the Employee is not satisfied with the determination, then an action at law or equity may be filed in court to remedy the grievance. The Employee understands that this is a limitation on its right to sue and that a lawsuit cannot be filed until complying with this section of the Contract.

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

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

FISCAL AND BUDGET OFFICER

I hereby certify that this position is within the FTE requirement of PSS under the appropriation act of P.L. No. _____ and that there are sufficient funds available in Account No. _____ for the a total obligation of \$ _____ required for this contract.

Date: _____

PSS Fiscal and Budget Officer

LEGAL COUNSEL

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

Fair Labor Standards Act

I certify that this position is:

_____ Non-exempt _____ Executive _____ Administrative _____ Professional

In order for this contract to be valid, the employee must sign a Compensatory Time Off 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: _____

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:

<u>Size of Family</u>	<u>Maximum Allowable Stipend</u>
Employee alone	\$400/month
Employee with spouse	\$400/month
Employee with child	\$500/month
Employee with spouse and one child	\$500/month
Employee with two or more children as dependents	\$600/month

b. Determination of the stipend amount: The PSS Housing Officer shall determine the amount of stipend based on a certification by the Employee under penalty of perjury of the number of dependents living within the household. This certification shall be on a form provided 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:

Commissioner of Education

Date: _____

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

Point of Hire: _____ (To be filled out by Human Resources Officer.)

Dependents:

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

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

Employee

Date: _____

COMPENSATORY TIME OFF AGREEMENT

E

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

**REGULATIONS
FOR THE
PUBLIC SCHOOL SYSTEM
EMPLOYMENT OF CERTIFIED PERSONNEL**

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**REGULATIONS
FOR THE
PUBLIC SCHOOL SYSTEM
EMPLOYMENT OF CERTIFIED PERSONNEL**

CHAPTER 1: THE HIRING PROCESS

A. Recruiting and Interviewing

§1101. 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.

§1102. PSS Recruiters.

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

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

§1103. The Interview.

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

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

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

§1104. Background Investigation.

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

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

(2) Transcript: The applicant shall cause an official copy of his or her transcript of courses, grades, and degrees awarded in post-secondary institutions to be sent by the educational institution to the 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:

- (a) the applicant has no teaching certificate,
- (b) the applicant claims to have been awarded a post graduate degree which would impact on his or her classification, or
- (c) the applicant claims to have completed enough post graduate courses to affect his or her classification.

b. Employment Verification: The PSS Recruiter shall contact one or more of the applicant's present or former supervisors and co-workers in order to obtain an opinion of the applicant's suitability for employment. 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: The Human Resources Officer shall initiate an inquiry on behalf of the Board of Education through the Department of Public Safety and/or the Clerk of Court if a local hire or a contract renewal. 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. A national criminal records search by the Federal Bureau of Investigation using the applicant's fingerprints will be commenced only upon extending an offer of employment and the results, due to the time involved, shall be used in determining eligibility for certification.

§1105. 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.

B. The Employment Decision

§1201. 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 these regulations.

§1202. The Decision.

a. 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.

(1) 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" at the end of these regulations. The letter shall have attached four fingerprint cards and shall instruct the applicant to have a local law enforcement agency fingerprint him or her and fill out two of the cards. The applicant shall then mail the cards without delay to the Human Resources Officer. Upon receipt, the Human Resources Officer shall immediately cause the fingerprint cards to be forwarded to the Federal Bureau of Investigation to obtain a criminal records clearance for the applicant for the purpose of certification upon employment.

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

C. The Employment Contract

§1301. 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.

§1302. The Contract Form.

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

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

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

§1303. 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: The applicant shall be presented with the contract form only after it has been signed by all of the government officers. The document at that point constitutes an offer of employment upon the terms and conditions expressed in that writing only. The signature of the applicant constitutes an acceptance of the offer.

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

§1304. 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.

D. The Contract Period

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

§1402. 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, substitute teachers and substitute librarians may not be employed for a period in excess of sixty (60) calendar days in any fiscal year.

§1403. Dates of Instruction.

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

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

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

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

E. Renewal (No Tenure)

§1501. 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.

§1502. 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.

§1503. 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 (6) months in advance of the termination date in order to be considered for renewal.

CHAPTER 2: CERTIFICATION OF TEACHERS AND LIBRARIANS

A. Requirement of Certification

§2101. Certification Required.

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

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

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

§2103. Definitions.

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

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

c. "Teacher" shall mean any person who has the primary responsibility for education or instruction of one or more students or any person who receives pay for education or instruction. This definition specifically includes special education related services providers and specifically excludes volunteer assistants, guest lecturers, teacher aides and student teachers as defined herein.

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

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

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

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

h. "Special Education Related Services Providers" shall mean a person who holds a position from the following list: deaf education assistive technology specialists, blind education assistive technology specialists, physical therapists, occupational therapists, educational psychologists, school psychologists, audiologists, social workers, recreational therapists, and speech and language pathologists.

B. Requirements for Issuance of Certificate

§2201. The Basic Certificate. Eligibility for either the Basic Teaching Certificate or the Basic Librarian Certificate requires:

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

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

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

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

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

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

§2203. Intermediate Certificate. Any teacher or librarian who meets the requirements of § 2201 and who has taken and passed the following courses of college-level instruction shall be awarded an intermediate teaching certificate or intermediate librarian certificate:

a. Track 1: Applicant has prior college level education degree: (1)NMI History (HI 255), and (2)Cultural Seminar.

b. Track 2: Applicant has no prior college level education degree: (1)NMI History (HI 255), Cultural Seminar, Teaching Strategies, and attend a seminar/workshop on any two(2) of the following; Alternative Assessment, Computers, Inter-Disciplinary Strategies, Library Skills, Special Education, Content Area Courses/Studies, Classroom Organization & Management Program.

C. Procedure for Certification

§2301. Temporary Certificate.

a. The Board of Education hereby delegates the authority to grant a temporary certificate to the Human Resources Officer.

b. A temporary certificate shall be valid for the period during which the decision is made on whether to grant the basic certificate. This period shall extend, at the maximum, to the

first one hundred eighty (180) days of the term of employment only. The purpose of granting a temporary certificate is to permit sufficient time for PSS to receive the results of a medical examination, verification that the applicant has never been subject to the suspension or revocation of his or her teaching certificate, and a criminal history check.

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

d. The temporary certificate is to be issued by a letter from the Human Resources Officer to the applicant indicating the duration of the certificate, its starting date and its date of expiration. Copies shall be provided to the Board of Education and the applicant's employment file.

§2302. Application for Basic Certificate.

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

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

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

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

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

(4) proof of submission of a check or money order in the amount of thirty-five dollars (\$35) made payable to the CNMI Board of Education Certification Fund, and two completed fingerprint cards and a release of information waiver.

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

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

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

c. a police clearance from the CNMI Department of Public Safety and

d. if the applicant has never submitted fingerprints to the PSS or Board of Education in the past, a check or money order in the amount of thirty-five dollars (\$35) made payable to the CNMI Board of Education Certification Fund, two fingerprint cards and a

completed release of information waiver, and two passport-size color photographs of the employee.

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

§2305. Certification Decision.

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

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

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

D. Duration of Certificates

§2401. Basic Certificate. The Basic Certificate shall be issued for the remainder of Employee's initial contract period.

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

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

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

§2405. Expiration of Previously Issued Certificates. All Certificates issued on or before January 25, 1997 will expire on July 25, 1997. All employees holding any form of Certificate on January 25, 1997 must apply for and obtain the appropriate certification pursuant to the processes in this chapter prior to July 25, 1997.

E. Revocation and Suspension of Certificates

§2501. Grounds for Revocation and Suspension. The Board of Education shall have the authority to suspend or revoke any teacher certificate or librarian certificate, whether

temporary, basic or intermediate, whether the certificate holder is employed by PSS or a private school.

§2502. Mandatory Revocation or Suspension.

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

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

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

a. immoral conduct,

b. unprofessional conduct,

c. incompetency, and

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

§2504. Complaint.

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

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

§2505. Interim Suspension.

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

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

§2506. Action of the Board.

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

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

§2508. Scheduling the Hearing.

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

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

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

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

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

§2509. Burden of Proof. The employer, whether represented by the Commissioner or the certification committee, shall have the burden of proving its charge, or finding, by a preponderance of the evidence.

§2510. Conduct of Hearing.

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

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

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

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

e. Each side may present rebuttal and surrebuttal evidence.

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

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

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

§2511. Evidence.

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

b. The Chairperson shall administer oaths to witnesses.

c. Hearsay shall be admissible and may constitute sufficient evidence if relevant and probative, of a kind that responsible persons are accustomed to relying upon in serious

affairs, or such that a reasonable mind would accept the evidence as adequate to support a conclusion of ultimate fact.

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

§2512. Decision.

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

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

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

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

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

CHAPTER 3: STANDARDS OF CONDUCT FOR EMPLOYEES

A. Health Standards

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

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

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

§3104. 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.

§3105. 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 § 3104.

§3106. 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 § 3104, then the Commissioner shall declare the contract void and terminate employment.

§3107. Medical Examination During Contract Term.

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

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

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

§3109. 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 sections 3106 or 3107 herein.

B. Alcohol Use and Alcoholism

§3201. 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. These regulations are intended to set forth clear rules on the use of alcohol that affects job performance while recognizing the protection accorded to those suffering from alcoholism under the ADA.

§3202. 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.

§3203. Intoxication. No employee shall be intoxicated while discharging the duties of employment.

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

§3205. 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 sections 3202, 3203 and 3204 herein.

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

§3206. 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 § 3205(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.

C. Illegal Drugs

§3301. Purpose. Unlike alcoholics, illegal drug users are not protected by the ADA. Only *former* users of illegal drugs are protected from discrimination. Therefore, these regulations are intended to clearly set forth that no illegal drug usage will be tolerated by PSS.

§3302. 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.

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

D. Teaching Performance

§3401. 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.

§3402. 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.

§3403. 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.

§3404. Insubordination.

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

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

§3405. Cruelty to Students.

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

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

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

§3406. Religious Instruction.

a. The First Amendment of the U.S. Constitution and Article I, § 2 of the CNMI Constitution prohibit government action that establishes religion. The required separation

between church and state prohibits school activities that aid one religion, aid all religions, or prefer one religion over another. Therefore, no employee may engage in religious instruction while performing his or her duties.

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

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

E. Personal Conduct

§3501. Private Employment.

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

b. Private employment is prohibited when:

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

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

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

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

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

c. Before engaging in any private employment of any kind, an employee must first provide to his or her principal, or immediate supervisor if there is no principal to which one reports, and to the 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.

§3502. 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 these regulations. Nor shall any activity or financial interest be permitted if it could reasonably raise a question whether there would be a conflict of interest with the employee's contract duties or duties established by regulation.

§3503. Gifts and Gratuities.

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

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

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

§3504. 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.

§3505. 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.

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

§3507. 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.

§3508. 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.

§3509. Immoral Conduct.

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

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

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

§3510. 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, religion, national origin, age, or disability. Discrimination includes not only the creation of a hostile environment, but also favoritism based on any of these factors. Simply put, employees are required to treat all persons equally.

§3511. Political Activities.

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

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

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

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

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

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

CHAPTER 4. EMPLOYEE DISCIPLINE

A. Forms of Discipline

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

§4102. 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.

§4103. 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 (380) days assigned for work. There is no distinction any longer between suspensions for five days and those for more than five days in the procedure followed for implementation.

§4104. 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.

B. Who May Initiate Discipline?

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

§4202. 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.

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

C. When Discipline is Warranted

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

§4302. Factors to be Considered in Initiating Discipline.

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

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

- (1) the age and maturity of the students that may be affected by a violation,
- (2) the size and population of the school and its community,
- (3) the likelihood that the employee's conduct has had, or will have, an adverse effect on students, other employees, or the school community,
- (4) the effect on student-teacher relationships,

(5) any disruption of the educational process,
(6) the severity of any adverse effect,
(7) the proximity or remoteness in time of the conduct,
(8) any extenuating or aggravating circumstances surrounding the conduct,
(9) the likelihood the conduct would recur,
(10) the impact of publicity,
(11) the motive for the conduct, and
(12) the extent to which disciplinary action may have an adverse or chilling effect upon the exercise of constitutional rights by other employees.

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

D. When Disciplinary Measures Must Be Followed

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

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

E. Initiating Discipline

§4501. 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.

§4502. Pre-Discipline Hearing. A hearing shall be held within ten (10) days of delivering notice to the employee. The date set shall take into consideration how much time may be needed by the employee to prepare for the pre-discipline hearing. The hearing shall be before the Commissioner or his or her designee. At the hearing, the employee shall have the opportunity to present his or her side of the story, to convince the Commissioner that the proposed discipline is a mistake, or that the reasons for the discipline are either not supported by the facts or are less compelling than they appear. The employee may waive this hearing or decide only to present his or her position in writing rather than in person.

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

§4504. 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.

§4505. 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.

F. Formal Due Process Hearing

§4601. Opportunity for Formal Hearing.

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

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

§4602. Scheduling the Hearing.

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

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

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

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

§4604. Conduct of Hearing.

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

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

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

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

- e. Each side may present rebuttal and surrebuttal evidence.
- f. After all the evidence has been presented, the employer may offer a closing argument. The employee may then present a closing argument, followed by the final summation of the employer.
- g. Proceedings hereunder shall be conducted consistent with the requirements of 1 CMC § 9109.
- h. A recording shall be made of the proceeding to serve as the official record of all of its events.

§4605. 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.

§4606. 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.

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

CHAPTER 5: EMPLOYEE GRIEVANCES

A. Scope of this Chapter

§5101. 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 chapter.

§5102. 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.

B. Employee Protection

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

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

C. First Step: Consultation with Supervisor

§5301. Prerequisite.

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

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

§5302. Duty of Supervisor.

a. The supervisor shall have the duty to:

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

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

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

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

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

D. Filing of the Complaint and Mediation

§5401. 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.

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

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

b. the details of the grievance,

c. the corrective action desired, and

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

§5403. 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.

§5404. Equal Employment Officer.

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

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

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

§5405. Mediation.

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

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

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

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

§5406. 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.

E. Commissioner's Review

§5501. 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 (30) days of the mediation meeting.

§5502. 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 (30) days of receiving the request for a review. This report shall be confidential and shall not be provided to the parties or be made a part of any employee's personnel file.

§5503. 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 (14) days of receiving the EEO Report.

F. Employee Appeal

§5601. 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 (30) days of receiving the decision. Failure to appeal will result in the decision of the Commissioner becoming the final resolution of the problem.

§5602. 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.

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

§5604. Legal Counsel.

- a. The employer shall be represented by PSS Legal Counsel.
- b. The employee is entitled to retain counsel or his or her choosing at his or her own expense.

§5605. 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:

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

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

§5607. Conduct of Hearing.

- a. The hearing shall be presided over by the hearing officer, but any decision on the merits of the grievance shall be made by a majority vote of the hearing panel. All three panel members must attend the hearing.
- b. The hearing shall commence with a reading of the grievance.
- c. Each side shall be permitted to make an opening statement with the employee proceeding first.
- d. The employee shall present evidence to support 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.

§5608. Evidence.

- a. The formal rules of evidence do not apply. Any relevant evidence of probative value is admissible with only the weight assigned to it affected by its nature.
- b. The hearing officer shall administer oaths to witnesses.
- c. Affidavits under penalty of perjury may be admitted.
- d. Hearsay shall be admissible and may constitute sufficient evidence if relevant and probative, of a kind that responsible persons are accustomed to relying upon in serious affairs, or such that a reasonable mind would accept the evidence as adequate to support a conclusion of ultimate fact.

§5609. Submission on Stipulated Facts.

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

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

§5610. 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.

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

CHAPTER 6: EQUAL EMPLOYMENT OPPORTUNITY

A. Equal Employment Opportunity

§6101. 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.

§6102. Discrimination and Harassment Prohibited. No employee may discriminate or harass another person on account of that person's race, religion, sex, sexual orientation, national origin, age, disability or in retaliation for the exercise of any rights protected by this chapter.

§6103. 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 § 6102.

§6104. Harassment Defined.

a. Verbal or physical conduct towards a person based on any of the factors listed in § 6102 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.

B. Violations and Employee Discipline

§6201. 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 Chapter 5 of these regulations. A grievance under this section shall be investigated promptly and with an effort to protect the privacy of those involved.

§6202. Employee Discipline. An employee who is determined to have violated the provisions of this chapter 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.

CHAPTER 7: EMPLOYMENT BENEFITS

A. Insurance

§7101 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.

B. Retirement

§7201 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.

C. Leave

§7301 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. The importance of an employee being allowed time to take care of personal business, to relax, and to recuperate from illness is recognized by the PSS. Employee's whose personal lives are in balance are better able to handle the requirements of their job at the PSS.

§7302 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 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 Certified 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. 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.

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 and sixty (360) 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. 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.

§7303 Sick Leave.

Certified employees are not eligible to accrue sick leave. Certified employees who have previously been entitled to accrue sick leave may carry the unused portion over and use it subject the requirements set forth in §6303 of the PSS's Non-Certified Personnel Regulations.

§7304 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 (40) 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.

§7305 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.

§7306 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.

§7307 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.

§7308 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.

§7309 Maternity/Paternity Leave. Please see §7311, Family and Medical Leave.

§7310 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.

§7311 Family and Medical Leave.

a. Certified employees who have been employed with the PSS for at least one (1) year, and have worked for at least 1,250 hours during the preceding twelve (12) 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 condition¹, 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.

b. All employees who meet the applicable time of service requirements may be granted a total of twelve (12) weeks of unpaid family and medical leave and paid sick and annual leave combined, during any twelve (12) month period for the following reasons: (1) the birth of the employee's child and in order to care for the child; (2) the placement of a child with the employee for adoption or foster care; (3) to care for a spouse, child, or parent who has a serious health condition; or (4) the employee suffers from a serious health condition that renders the employee incapable of performing the functions of his or her job.

The entitlement to leave for the birth or placement of a child for adoption or foster care will expire twelve (12) months from the date of the birth or placement.

c. 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: (1) the date on which the condition commenced, (2) the probable duration of the condition, (3) the appropriate medical facts within the knowledge of the health care provider regarding the condition, (4) an estimate of time needed to care for the individual involved (including and recurring medical treatment), and (5) a statement that the condition warrants the employee's participation to provide care.

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: (1) the date on which the condition commenced, (2) the probable duration of the condition, (3) the appropriate medical facts within the knowledge of the health care provider regarding the condition, and (4) a statement that the employee is unable to perform the functions of their position due to the condition.

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: (1) the necessity for the intermittent leave or reduced schedule and the expected duration of such necessity, and (2) a listing of the dates of the planned medical treatment and the duration of the treatment(s).

d. 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 (20%) 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

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.

the employee has a serious health condition may be required to elect either: (1) to take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment, or (2) 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

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.

§7312 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.

§7313 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.

§7314 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.

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



POLICY OF NONDISCRIMINATION

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

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

APPLICATION FOR CERTIFIED EMPLOYMENT

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? Yes No
If yes, please give 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? Yes No
If yes, please give dates of employment, and position(s) held. State your name while employed, if different from your present name.

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? Yes No
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? Yes No
If yes, explain on a separate sheet of paper and attach it.

5. If hired, can you furnish proof that you are 18 years of age or older? Yes No
If 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 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)? Yes No
If no, please indicate your citizenship:

7. Do you have a teaching certificate? Yes No
If not, state whether you expect to be awarded one and when:

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? Yes No
If yes, explain on a separate sheet of paper and attach it.

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? Yes No
If yes, explain on a separate sheet of paper and attach it.

10. Have you ever been convicted, pled guilty, or pled "no contest" to any felony or misdemeanor?

_____ Yes _____ No

Note: a "yes" answer does not automatically disqualify you from employment since the nature of the offense, the date it was committed, and the type of job for which you are applying will be considered.

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

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

_____ Yes _____ No

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

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

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

_____ Yes _____ No

13. EMPLOYMENT HISTORY

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

Company Name	Job Title & Duties
Address	Dates of Employment From To
City, State, Zip	Reason for Leaving
Supervisor (and phone number, if known)	Your Name When Employed, If Different From Present Name
Company Name	Job Title & Duties
Address	Dates of Employment From To
City, State, Zip	Reason for Leaving
Supervisor (and phone number, if known)	Your Name When Employed, If Different From Present Name
Company Name	Job Title & Duties
Address	Dates of Employment From To
City, State, Zip	Reason for Leaving
Supervisor (and phone number, if known)	Your Name When Employed, If Different From Present Name
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.)	
<u>Time Period(s)</u>	<u>Reason(s) for Unemployment</u>
IF YOU WERE UNABLE TO LIST ALL PAST JOBS OR PERIODS OF UNEMPLOYMENT ON THIS FORM, PLEASE ATTACH ADDITIONAL INFORMATION ON A BLANK SHEET OF PAPER.	

14. EDUCATIONAL DATA

SCHOOLS ATTENDED	NAME OF SCHOOL AND LOCATION (HIGHEST GRADE COMPLETED)	DID YOU GRADUATE? YES NO	DEGREE/ DIPLOMA/ CERTIFICATE	GRADE POINT AVERAGE	MAJOR COURSES OF STUDY
HIGH SCHOOL(S)			DO NOT ANSWER		DO NOT ANSWER
TECHNICAL, BUSINESS OR MILITARY TRAINING					
COLLEGE OR UNIVERSITY					
GRADUATE SCHOOL					
ADDITIONAL JOB-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

NAME ADDRESS PHONE NUMBER OCCUPATION

NAME	ADDRESS	PHONE NUMBER	OCCUPATION

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

IMPORTANT

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

Representation That Application Is Filled Out Truthfully:

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

Date: _____

Signature: _____

Consent to Investigate Criminal Records:

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

Date: _____

Signature: _____

Consent to Review License/Credential Records & NASDTEC Records:

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

Date: _____

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 _____ has personally appeared before me on this date and has voluntarily executed the following waivers and notices in my presence:

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

Executed on this ____ day of _____, 199__, at _____ (city),

_____ (state, territory or commonwealth).

Dated: _____

PSS Recruiter (Print and Sign Name)

FOR YOUR INFORMATION

Read the rules and regulations for employment:

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

What if your interview goes well:

In the event that the PSS Recruiter determines that he or she will recommend you for employment, then you will be asked to provide a certified copy of your teaching certificate, if applicable, to the PSS Recruiter. In some cases you may also be asked to arrange to have your post-secondary institution(s) send an official copy of your transcript of courses, grades, and degrees awarded to the 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. You will be asked to have your local police department fill out two fingerprint cards for you and mail them to the Human Resources Officer. These cards will be provided to the Federal Bureau of Identification (FBI) to do a more thorough criminal records check to be considered in determining whether to issue you a certificate as a teacher or librarian.

When am I employed exactly?

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

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

What about licensing?

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

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

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

In general, transportation 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. 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.

(Date)

B

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

Re: Intent to Offer Certified Employment

Dear (Applicant):

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

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

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

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

Very truly yours,

PSS Human Resources Officer



EMPLOYMENT CONTRACT FOR CERTIFIED PERSONNEL

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

Terms and Conditions of Employment

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 _____.

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 as a teacher or librarian during the assigned teaching period including, but not limited to, the following:

- a. To teach on a full-time basis, in a faithful and efficient manner, those grades and subjects as are assigned from time to time by PSS through its Commissioner and its subordinates.
- b. To conform to all rules and regulations of the Board of Education.
- c. To make such reports as may be required by the Commissioner of Education or other members of the administrative staff.
- d. To initially qualify, and remain throughout the contract term qualified, for certification as a teacher or librarian, as applicable.
- e. To perform such other and further duties as required by the Commissioner of Education as may be assigned from time to time consistent herewith.

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

4. WORK SCHEDULE: The Employee shall work three hundred eighty (380) days during the contract term as assigned by PSS. It is expected that these days of work shall be performed on weekdays. For other days to qualify, permission must be received in writing in advance from the Human Resources Officer. PSS may, in its sole discretion, assign the Employee

to a multi-track school year, a conventional school year, or to two school years in immediate succession, of either or both types, during the contract term.

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

a. **Within-Grade Increase:** PSS may, in its sole discretion, grant 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. In addition, the Regulations for the Public School System Employment of Certified Personnel prohibit substitute teachers and librarians from being employed for more than sixty (60) calendar days in any fiscal year. The Employee understands that this Contract does not change the restriction in the regulations.

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

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

(2) Section 4: The number of days to be worked shall be determined by the 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 on the island assigned in § 1(a).

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

9. INSURANCE BENEFITS: The Commonwealth government makes available health insurance and life insurance coverage for its employees. These are group policies in which the Employee, at 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. 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. Certified employees are not eligible to receive sick leave.

11. RESIGNATION: The Employee may resign during the term of this contract only if accepted or agreed to by PSS. It is the practice of PSS not to accept any resignation unless or until a satisfactory replacement assumes the Employee's duties.

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

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

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

sentence or part of this Contract. Rather, the remaining provisions hereof shall remain in full force and effect.

14. ENTIRE AGREEMENT: This 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, and duly signed by the parties to be charged thereunder.

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

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

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

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

Date: _____

PSS Legal Counsel

CONTRACTING PARTIES

FOR PSS:

Date: _____

COMMISSIONER

FOR THE EMPLOYEE:

Date: _____

EMPLOYEE

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:

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

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

Date: _____

Employee

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

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

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

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.

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

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
BOARD OF EDUCATION
ATTENTION CERTIFICATION COMMITTEE
P.O. BOX 1370CK
SAIPAN, MP 96950
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**VERIFICATION OF GOOD STANDING
(CREDENTIAL(S) HELD IN OTHER STATES)**

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

Social Security 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 reprovod, 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 _____

Address _____

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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.

iii.

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: _____

Printed Name: _____