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VOLUME 19 NUMBER 04



APRIL 15, 1997

COMMONWEALTH REGISTER

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BOARD OF EDUCATION

NOTICE OF PROPOSE NEW & AMENDED REGULATIONS

The Board of Education, Commonwealth of the Northern Mariana Islands, hereby notifies the general public of its intention to propose new and to amend already existing Regulations. The proposed regulations are promulgated pursuant to the authority provided by article XV of the CNMI constitution, Public Law 6-10 and the CNMI Administrative Procedures Act.

The Regulations to be amended are:
Regulations for the Public School System Employment of Certified Personnel &
Regulation for the Public School System Employment of Non-Certified Personnel.
The proposed new and amended regulations involve the following subject areas:

CERTIFIED REGULATIONS

1. Chapter 1
 - § 1103(c) The Interview
 - § 1104(c) Background Investigation
 - § 1202(c) The Decision
 - § 1302 The Contract Form
 - § 1404 Assignment Flexibility
 - § 1504 (new) Notification of Non-Renewal
2. Chapter 2
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 - § 7301 Purposes of Leave
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5. Exhibits
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 - B. Intent Letter
 - C. Certified Contract

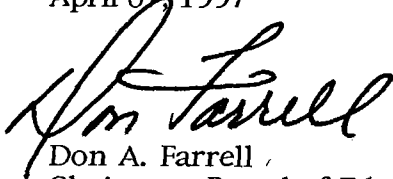
NON-CERTIFIED REGULATIONS

6. Chapter 1
 - § 1202 Initiation of Recruitment Process
 - § 1206(a) Announcement Period Extension
 - § 1212 (new) Provisional Appointments
 - § 1213 (new) Acting Appointments
 - § 1402 The Contract Form
 - § 1604 (new) Notification on Non-Renewal
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 - § 2301 through 2303 Illegal Drugs


- 8. Chapter 6
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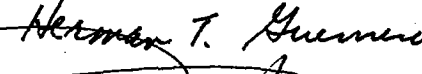

The text of the proposed amended regulations are published following this notice. Anyone interested in commenting on the regulations may do so by submitting comments in writing to the Chairman, Board of Education, P.O. Box 1370 CK, Saipan, MP 96950 within thirty days of the date of publication of this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

April 07 1997



Don A. Farrell
Chairman, Board of Education

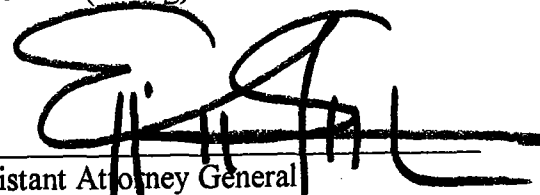
Filed by: 
~~Donna Cruz, Governor's Office~~

for 
Filed by:  4/15/97
Soledad B. Sasamoto
Registrar of Corporations

Pursuant to 1 CMC § 2153 as amended by PL 10-50 the rules and regulations attached hereto have been reviewed and approved by the CNMI Attorney General's Office.

Dated this 15th day of April, 1997.

Robert B. Dunlap II
Attorney General (Acting)

By: 
Assistant Attorney General

**AKONSEHERON IDUKASION
NOTISIA PUT I MANMAPRUPOPONI NA AMENDASION
GI AREKLAMENTO SIHA**

I Akonserheron Idukasion i Notte Marianas ha emfotma i pupblikon hinirat put i entension-fia para u pruponi mannuebo yan u amenda unos kuantos na areklamento. I mapruponi na areklamento siha ufisiatmente mapopblika ni attekulu XV gi konstitusion i Notte Marianas, Akon Idukasion gi 1998 yan i Akton areklon atministrasion CNMI.

I mapruponi na areklamento ha kukubre i mansigente na patte siha:

MANSETTIFEKAO NA AREKLAMENTO

1. Kapitulo 1

1103(c)	Mamaisen Emfotmasion
1104(c)	Embestigasion Emfotmasion
1202(c)	I Disision
1302	I Fotman Kontrata
1404	Ga'ma na Mandasion
1504(Nuebo)	Nutisian ti Marinueba

2. Kapitulo 2

2302(a)	Aplikasion Propio na Settefikasion
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3. Kapitulo 3

3201 asta 3206	Uson Gimem Atkahot oseha Fina'atkahot
3301 asta 3303	Ti Ligat na uson Amot Binenu

4. Kapitulo 7

7301	Prupositon Dumeskansa
7302(c)	Deskanson Petsonat
7303	Deskanson Minalangu
7309	Deskanson put Mañagu: Palao'an pat Lahi
7315 (Nuebo)	Taftaf na Deskanson Petsonat
7316 (Nuebo)	Taftaf na Deskanson put Minalangu

5. Plantao na Mostra

A.	Aplikasion para Settefikasion Hotnat
B.	Kattan Entension
C.	Settefikao na Kontrata

TI MANASETTEFIKAO NA AREKLAMENTO

6. Kapitulo 1

1202	Tinituhon I Mangonne' Emplehao
1206(a)	Ma'ekstenden I Tiempon Anunsio
1212 (Nuebo)	Temporario na Apuntasion
1213 (Nuebo)	Apuntasion Manahgue
1402	I Fotman Kontrata
1604(Nuebo)	Manutisian ti Marinueba

7. Kapitulo 2

2201 asta 2206	Uson Gimem Atkahot
2301 asta 2303	Ti Ligat na Uson Amot Binenu

8. Kapitulo 6

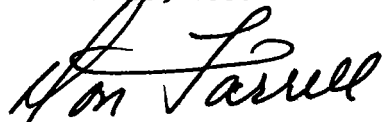
6301	Pruprositon Deskanso
6301(d)(Nuebo)	Deskanson Petsonat
6303	Deskanson put Minalangu
6309	Deskanson put Mañagu: Palao'an pat Lahi
6315(Nuebo)	Taftaf na Ginagao Deskanso
6316(Nuebo)	Taftaf na Deskanso put Minalangu

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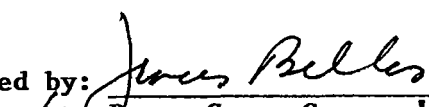
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B.	Ti Mansettefikao na Kontratan Hotnat

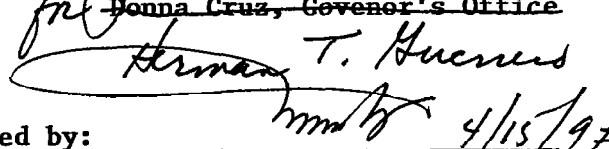
I entension I manmapruponen amendasion na areklamento siempre u fanmapopblika huyong despues di malaknos-ña este na nutisia. Hayi na petsona malago' mama'tinas rikumendasion put este siha na areklamento, siña ha tuge' papa' sinente-ña ya u na'halom gi ge'hilo', na Akonseheron Idukasion, P.O. Box 1370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

Abril 07, 1997



Don A. Farrell
Ge'hilo', Akonseheron Idukasion

Filed by: 
~~Donna Cruz, Governor's Office~~

Filed by:  4/15/97
Soledad B. Sasamoto
Registrar of Corporations

BOARD OF EDUCATION

Arongorong Reel Allégh Kka Ebwe Siiwel

Schóól Board of Education, mellól Commonwealth of the Northern Mariana Islands, rekke arongaar aramas towlap 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.

Allégh kka e siwel ló nge:

Allégh angangil toulapal imwal raghafisch ngaliir Certified Personnel me. Alléghul angangil toulapal imwal rashfish ngaliir Non-Certified Personnel. LLól allégh kka effé me esiwel ló nge etolong aweeweeka faal:

CERTIFIED REGULATIONS

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 - § 1104(c) Background Investigation
 - § 1202(c) The Decision
 - § 1302 The Contract Form
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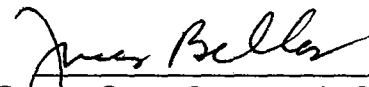
Owtol allégh yeel nge ebwe toowow mwiril arongorong yeel. Iyo e mwuschel bwe e bwe atotoolong meeta tipal me mángemángil nge ebwe ischiitiw nge aa afanga ngáli Chairman, Board of Education, P.O. Box 1370 CK, Saipan, MP 96950, llól eliigh ráál sáangi igha e toowow arongorong yeel llól Commonwealth Register.

April 07, 1997




Don A. Farrell
Chairman, Board of Education

Iyo E File-li:


for Dennis Cruz, Governor's Office
German T. Guerrero

Iyo E File-li:


mm/b 4/15/97
Soledad B. Sasamoto
Registrar of Corporations

The following amendments only apply to the sections and subsections specifically listed. If a section or subsection is not specifically included it is not changed. For instance, §1103(c) below is the only subsection changed under §1103. §1103(a) and (b) remain unchanged.

CHAPTER 1: THE HIRING PROCESS

§1103. The Interview.

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.

§1104. Background Investigation.

c. Criminal Record Clearance: The Human Resources Officer shall require new employees to provide the results of an inquiry on behalf of the Board of Education through the Department of Public Safety and/or the Clerk of Court of their local jurisdiction. This inquiry shall be made only after receiving a signed waiver on the application form. The Human Resources Officer shall also search the records of the National Association of State Directors of Teacher Education and Certification Clearing House for the past record of the applicant.

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 employee's arrival in the CNMI, and the results, due to the time involved, shall be used in determining the employee's eligibility for certification.

§1202. The Decision.

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.

§1302. The Contract Form.

a.(1) In the case of an off-island initial 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).

The exact off-island benefits and conditions for each employee are to be determined by reviewing the employee's initial contract with the PSS. The off-island benefits and conditions as set forth in the original cannot be changed by subsequent contracts unless the employee expressly agrees in writing to waive them.

(i) "initial contract" means the first contract entered into between the employee and the PSS. If an employee resigns from employment with the PSS and subsequently returns to work for the PSS, initial contract shall be defined as the first contract entered into upon the employee's return to work.

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

§1404. Assignment Flexibility. The Commissioner, after consulting with the Principal, has the discretion to move teachers or librarians 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 Commissioner deems to be in the best interests of the Public School System and its students and staff. A teacher or librarian may not be required by the PSS to teach at a school or to teach a grade or a subject that is not included in Section 1.a or 1.e of their personnel contract.

a. Certified contracts shall specify the school at which the teacher or librarian will be teaching during the term of their contract. This subsection does not apply to substitute teachers or substitute librarians.

b. Certified contracts for elementary school teachers shall state whether the teacher will be required to teach any of the grades from either;

- i. Kindergarten through third grade, or
- ii. Fourth through sixth grade.

This subsection does not apply to substitute teachers or substitute librarians.

c. Certified contracts for Junior High School, Middle School, or High School teachers shall state the subject matter(s) that they will be required to teach. This section shall not be construed to limit the PSS from requiring a teacher to teach multiple subjects and does not apply to substitute teachers or substitute librarians.

d. Grade(s) or subject matter(s) to be taught may be changed only by mutual agreement between the PSS and the teacher.

§1504. Notification of Non-Renewal. The PSS will notify employee in writing at least ninety (90) calendar days in advance if it intends to not renew employee's contract with the PSS.

CHAPTER 2: CERTIFICATION OF TEACHERS AND LIBRARIANS

§2302. Application for Basic Certificate.

a. Immediately after an employee begins employment with the PSS (s)he 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.

CHAPTER 3: STANDARDS OF CONDUCT FOR EMPLOYEES

(Replacing all of Sections B and C, titled "Alcohol Use and Alcoholism" and "Illegal Drugs" with the Section listed below entitled "Fit for Work". Section D. titled "Teaching Performance" remains the same in substance, but instead becomes Section C Section E. titled "Personal Conduct" remains the same in substance, but instead becomes Section D.)

B. Fit For Work

§3201. Policy.

a. The PSS encourages employees who have personal problems to utilize all available resources, including resources of the PSS, before those problems affect their job performance. Employees who voluntarily seek assistance in dealing with emotional distress, personal health problems, or problems relating to alcohol or drug use before there is a performance issue shall be provided the same leave benefits as with any other health-related issue. Employees, however, shall still be held accountable for acceptable job performance regardless of participation in or requests for referral. In no case will disciplinary amnesty be granted to employees asking for assistance and referral.

§3202. Definitions. The following definitions apply throughout this Section.

a. Accident/Incident: "Accident/incident" means (1) an injury to a person requiring outside medical attention or a fatality or (2) physical damage or an estimated economic loss greater than \$2,500.00 as determined by the best information available at the time of the accident/incident.

b. Alcohol: "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol.

c. Alcohol Use: "Alcohol use" means the consumption of any beverage, mixture, or preparation (including any medication) containing alcohol.

d. Breath Alcohol Concentration (BAC): "Breath alcohol concentration (BAC)" means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

e. Breath Alcohol Technician (BAT): "Breath alcohol technician (BAT)" means an individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

f. Canceled Test (Drug): "Canceled test (drug)" means a test that has been declared invalid by an MRO. It is neither a positive nor a negative test. This term includes a specimen that is rejected for testing by a laboratory.

g. PSS: "PSS" means the Commonwealth of the Northern Mariana Islands Public School System.

h. Confirmation (or Confirmatory) Test (Alcohol): "Confirmation (or confirmatory) test (alcohol)" means a second test, following a screening test with a result of 0.02 or greater, that provides quantitative data of alcohol concentration.

i. Confirmation (or Confirmatory) Test (Controlled Substances): "Confirmation (or confirmatory) test (controlled substances)" means a second analytical procedure to identify the presence of a specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle than the screening test to ensure reliability and

accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

j. Consulting Physician: "Consulting physician" means a licensed physician retained or employed by the PSS to advise on drug testing and other industrial medicine issues.

k. Evidential Breath Testing Device (EBT): "Evidential breath testing device (EBT)" means an EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's Conforming Products List of Evidential Breath Measurement Devices (CPL), and identified on the CPL as conforming with the model specifications available from the NHTSA, Office of Alcohol and State Programs.

l. Illegal Drugs: "Illegal drugs" means (a) drugs that are not legally obtainable; (b) drugs that are legally obtainable but have not been obtained legally; (c) drugs that are legally obtained, but are knowingly used for other than the prescribed purpose or in other than the prescribed manner; and (d) so-called "designer drugs" or drug substances not approved for medical or other use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration.

m. Legally Obtainable Drugs: "Legally obtainable drugs" means the following when used according to directions to alleviate a specific condition: (a) substances recognized as drugs in the official United States pharmacopoeia, official homeopathic pharmacopoeia of the United States, or official national formulary, or any supplement to any of them; (b) substances intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in man or animals; (c) substances (other than food, mineral, or vitamins) intended to affect the structure or any function of the body of man or animal; and (d) substances intended for use as a component of any article specified in clause (a), (b), or (c). It does not include devices or their components, parts, or accessories.

n. Medical Review Officer (MRO): "Medical Review Officer (MRO)" means a licensed physician who is responsible for receiving laboratory drug testing results and who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate a confirmed positive test result together with an individual's medical history and any other relevant biomedical information.

o. On Call/Standby Employee: "On call/standby employee" means (for the purposes of Fit For Work only) an employee who is in a scheduled on call/standby status or whose availability to report to work restricts his or her movements or behavior while waiting to be called.

p. Proof of Wellness: "Proof of wellness" means a notice from a state or regionally certified or licensed drug/alcohol treatment specialist or a person meeting the U.S. DOT's definition of a substance abuse professional that states that the applicant/employee is no

longer dependent on any drug/alcohol substance to the extent it can affect safe and productive work.

q. Refusing to be Tested, Refused to be Tested, or Refusal to Submit: "Refusing to be tested," "refused to be tested," or "refusal to submit" means: (i) A verbal or written refusal after being given a clear and specific order to submit to urine and/or breath testing; (ii) Failure to timely provide a urine specimen or failure to timely provide adequate breath for testing without a valid medical explanation after receiving notice of the requirement to be tested; or (iii) Engaging in conduct that clearly obstructs the collection process.

r. Responsible Person: "Responsible person" means the individual designated by the head of each department, organization, or entity to answer questions about the Fit For Work program.

s. Safety-Sensitive Function: "Safety-sensitive function" means performing work involving the operation of motor vehicles or dangerous or heavy machinery or performing tasks directly affecting the safety of others. The Commissioner of Education, after consultation with the Human Resources Officer or his/her designated representative, shall designate by job category or otherwise all positions that have safety-sensitive functions. This designation shall be updated periodically.

t. SAMHSA: "SAMHSA" means the Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services.

u. Screening Test (or Initial Test): "Screening test (or initial test)" means, in alcohol testing, an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in his or her system. In controlled substance testing, it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.

v. Substance Abuse Professional (SAP): "Substance abuse professional (SAP)" means a licensed physician (Medical Doctor or Doctor of Osteopathy), licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission and/or regional certification), with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

w. Test(s) Positive or Positive Test Result: "Test(s) positive" or "positive test result" mean the confirmation test shows positive evidence of the presence of an illegal drug in the individual's system.

x. Under the Influence: "Under the influence" means that alcohol and illegal drugs, or both, are present in the body and confirmed by breath alcohol testing (a confirmed positive) or urine drug testing (a confirmed positive by the MRO).

§3203. Application. This section applies to all current and future certified employees of the PSS.

§3204. Prohibited Conduct.

a. **Sale, Transfer, or Possession with Intent to Deliver:** It is a violation of this Section for any employee to sell or attempt to sell, purchase or transfer, or possess with the intent to deliver any illegal drug (a) on PSS property, (b) in any PSS vehicle or equipment, or (c) while on PSS business. An adverse action for removal shall be initiated immediately for any employee violating this section. Law enforcement authorities shall also be notified. Until the employee is removed or the adverse action is terminated, the employee shall not be allowed to perform or continue to perform a safety-sensitive function. To comply with the Drug Free Workplace Act of 1988, the Human Resources Officer will notify the Federal Contract Agency within 10 days of the conviction of any employee for selling, manufacturing, or dispensing a controlled substance on PSS business property or PSS business time. Employees must notify the Human Resources Officer within 5 days of such a conviction.

b. **Possession:**

i. **Possession of Illegal Drugs:** Any employee found in possession of any illegal drug in any PSS vehicle or equipment or while on PSS business shall be subject to disciplinary action, including removal. Law enforcement authorities shall be notified. Until resolution of the disciplinary action, the employee shall not be allowed to perform or continue to perform a safety-sensitive function.

ii. **Possession of Open Containers:** Any employee in possession of an open container containing an alcoholic beverage in any PSS vehicle or equipment shall be subject to disciplinary action, including removal. Until resolution of the disciplinary action, the employee shall not be allowed to perform or continue to perform a safety-sensitive function.

§3205. Use or Under the Influence.

a. **Non-Safety-Sensitive Functions:** If the employee performs a non-safety-sensitive function and tests positive (confirmed drug positive by the MRO or a breath alcohol concentration of 0.02 or greater), the employee shall be subject to disciplinary action, up to and including removal. An employee who performs a non-safety-sensitive function and who tests positive for alcohol or illegal drugs on a first occasion may not be removed solely for testing positive but may be subject to disciplinary action and shall be referred for assessment and treatment as a condition of continued employment. Such an employee, however, may be removed for testing positive on a first occasion as provided in §3205(c) and §3205(d).

b. **Safety-Sensitive Functions:** If the employee performs a safety-sensitive function and tests positive (confirmed drug positive by the MRO or a breath alcohol concentration of 0.02 or greater), an adverse action for removal shall be initiated. Until the

employee is removed or the adverse action is terminated, the employee shall not be allowed to continue to perform a safety-sensitive function.

c. Operation of Motor Vehicles: If the employee is operating (or reporting to work with the intention of operating) a PSS motor vehicle and tests positive (confirmed drug positive by the MRO or a breath alcohol concentration of 0.02 or greater), an adverse action for removal shall be initiated. Until the employee is removed or the adverse action is terminated, the employee shall not be allowed to perform or continue to perform a safety-sensitive function.

d. Injury to Another Person: If the employee injures another person and tests positive (confirmed drug positive by the MRO or a breath alcohol concentration of 0.02 or greater), an adverse action for removal shall be initiated. Pursuant to Section 4504, this shall be considered to pose a risk of harm to students or coworkers and the employee shall be suspended during the advance notice period and placed on Administrative Leave with pay.

e. Minimum Action: Any employee found to be under the influence while at work, at a minimum, will receive a formal letter of reprimand and will be counseled regarding the necessity to seek assessment and, if necessary, treatment. The employee must be informed that they may be subject to removal for their failing performance and/or violation of Fit For Work if the employee fails to obtain and/or fails to follow through on recommended treatment steps. The employee shall be reminded that the Human Resources Officer can assist the employee in obtaining professional assistance.

§3206. Pre-Duty Use of Alcohol by Safety-Sensitive Employees.

a. General: No safety-sensitive employee who has consumed alcohol within four hours of reporting to work may report to work. No safety-sensitive employee may report to work with any detectable level of alcohol in his or her system.

b. On-call/standby employees: No safety-sensitive employee who is on a scheduled and compensated stand-by status may consume alcohol during stand-by status. Safety-sensitive employees in stand-by status shall inform their supervisors of any inability to perform safety-sensitive functions before commencing work.

i. Any safety-sensitive employee who, before reporting to work, acknowledges using alcohol during on-call status may be subject to disciplinary action and shall be referred to an SAP for assessment.

ii. Any safety-sensitive employee who reports to work after consuming alcohol during on-call status and who fails to notify his or her supervisor shall be regarded as being under the influence. The employee shall be tested and subject to disciplinary action for failure to report and other discipline according to this section and Chapter four of the PSS's Certified Personnel Regulations

§3207. Refusal to Submit to a Drug/Alcohol Test.

a. Any employee refusing to comply with a request for any drug/alcohol test required by Fit For Work shall be regarded as insubordinate and an adverse action for removal shall be initiated. Until the employee is removed or the adverse action is terminated, the employee shall not be allowed to perform or continue to perform a safety-sensitive function.

b. Any employee leaving the scene of an accident/incident before a testing decision is made shall be deemed to have refused to be tested. In addition, any employee who is subject to post-accident/incident testing who fails to remain readily available for testing, including notifying his or her supervisor of his or her location if he or she leaves the scene of the accident/incident prior to submission to testing, shall be deemed to have refused to be tested. Leaving the scene of the accident/incident to obtain necessary medical care or obtain assistance in responding to the accident/incident may not be regarded as refusal as long as the employee timely notifies his or her supervisor of the employee's location.

c. Any employee consuming alcohol or illegal drugs after an accident/incident and before a testing decision is made shall be deemed to have refused to be tested.

§3208. Providing False Information and/or Attempting to Contaminate or Alter a Urine Specimen. An adverse action for removal shall be initiated for any employee providing false information about a urine specimen and/or attempting to contaminate a urine specimen. Until the employee is removed or the adverse action is terminated, the employee shall not be allowed to perform or continue to perform a safety-sensitive function.

§3209. Refusal or Failure to Comply with Treatment Recommendations. Any employee refusing or failing to comply with treatment and after-care recommendations shall not be permitted to return to work until permitted by an SAP. Refusal or failure to comply with treatment recommendations shall result in disciplinary action, including removal.

§3210. Testing Positive for Drugs or Alcohol on a Second or Subsequent Occasion. If an employee is hired or re-hired after an initial positive test and then tests positive for an illegal drug or alcohol on a later occasion within five years of a prior positive drug/alcohol test, an adverse action for removal shall be initiated. Until the employee is removed or the adverse action is terminated, the employee shall not be allowed to perform or continue to perform a safety-sensitive function.

§3211. Failure to Notify PSS of Criminal Conviction. All employees are required to notify the PSS of any criminal conviction, no later than five days after conviction, for a violation occurring in the workplace. An adverse action for removal shall be initiated for any employee who fails to do so within five days of conviction. Until the employee is removed or the adverse action is terminated, the employee shall not be allowed to perform or continue to perform a safety-sensitive function.

§3212. Use of Illegally Obtained Drugs.

a. **Preclusion from Work:** No employee adversely affected by use of any legally obtained drug (prescription or nonprescription) shall perform a safety-sensitive function in that condition.

b. **Notification Required:** Before starting work, each employee who performs any safety-sensitive function must report to his or her supervisor/manager the use of any prescription or nonprescription drug that contains a cautionary label regarding the operation of equipment or vehicles. Before performing safety-sensitive functions, any employee taking medication with a cautionary labels may be required to provide proper medical authorization from a physician to work. Any employee failing to notify his or her supervisor/manager of the use of any prescription or nonprescription drug containing a cautionary label prior to performing any safety-sensitive function shall be subject to disciplinary action, including removal.

§3213. Policy Communication.

a. **Current Employees:** All current employees will receive a copy of these Regulations at least thirty days before the implementation date. In addition, this section will be posted in all work places where employees are covered by these Regulations for at least sixty days following implementation.

b. **New Employees:** All new employees hired after the effective date of these Regulations will be given a copy of them by the Human Resources Office as part of their joining procedure.

§3214. Information, Orientation, and Training.

a. **Employees:** All current and new employees will receive information concerning the effects and consequences of drug and alcohol use on personal health, safety, and the work environment; the manifestations and behavioral clues indicative of drug and alcohol use and abuse; and the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances.

b. **Supervisor/Managers:** All supervisor/managers who may make reasonable suspicion determinations shall receive training on the physical, behavioral, and performance indicators of probable drug abuse and alcohol misuse before they may participate in post-accident/incident or reasonable suspicion decisions.

§3215. Role of the Medical Review Officer (MRO) and Consulting Physician

a. **Recipient of Drug Testing Results:** The MRO will be the sole recipient of drug testing results from the laboratory.

b. **Verification of Positives Results:** Before reporting a positive result, the MRO shall do the following to determine if there is an alternative medical explanation for the result:

(i) Review the individual's medical history, including any medical records and biomedical information provided, and discuss the test results with the applicant/employee when requested to do so by the applicant/employee.

(ii) Determine whether there is a legitimate medical explanation for the result, including legally prescribed medication.

(iii) Request, as needed, pertinent analytical records or require re-analysis of any specimen to verify results.

(iv) Determine, when necessary, that there is clinical evidence, in addition to the urine test, of unauthorized use of any opium, opiate, or opium derivative if the laboratory does not confirm the presence of 6-monoacetylmorphine.

c. Fit for Work Consultation: The MRO or local consulting physician will, when requested, be available for consultation to determine the ability of an employee to report to work or continue work when under the influence of over-the-counter and/or prescription medication, and/or the ability to return to work following an accident/incident.

d. Return to Work Consultation: The MRO or local consulting physician will, when requested, review the records and examine, when appropriate, all employees returning to duty after a positive drug urine test or wanting to return to duty after having refused to be tested. The MRO will consult with the assessment and/or treatment SAP and PSS staff when making the evaluation.

§3216. Release of Results. Drug test results will be released only under the following circumstances:

a. The MRO will report all positive test results (after review) and all positive and negative SAMHSA test results to the PSS individual designated to receive the results.

(i) If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO is not required to take further action.

(ii) Based on a review of laboratory inspection reports, quality assurance and quality control data, and other drug test results, the MRO may conclude that a particular drug test result is scientifically insufficient for further action. Under these circumstances, the MRO should conclude that the test is negative for the presence of a prohibited drug or drug metabolite in an individual's system.

b. The MRO may release the results of a drug/alcohol test to the person who was tested. The MRO may release the results to a third party only when the person tested signs an authorization for the release to an identified person.

c. Statistical data related to testing and rehabilitation that is not name-specific will be provided on an established periodic basis to the PSS individual designated to receive the results in accordance with this section.

§3217. Reporting. The MRO may only report results to the PSS designated representative or designee.

§3218. Relationships.

a. Testing Laboratories--The MRO shall be the primary contact for technical inquiries to the testing laboratory.

b. Treatment and Rehabilitation Facilities--The MRO shall have direct contact with substance abuse professionals regarding positive test results.

c. Employee Assistance Counselors--The MRO shall, if appropriate, confer with an SAP when evaluating a return to duty status.

§3219. Reports. The MRO will retain records for five years of reports of individuals who do not pass a drug/alcohol test. Reports of individuals who pass drug/alcohol tests will be retained for one year. Records related to the collection process will be retained for two years.

§3220. Medical Evaluation for Shy Bladder and/or Shy Lung. When requested, the MRO or local consulting physician shall take necessary steps to evaluate and determine if there was any reasonable medical justification for an employee's inability to provide a urine specimen (shy bladder) or an adequate breath specimen (shy lung).

§3221. Referral for Testing.

a. Pre-Employment/Post-Offer Testing: All offers of PSS employment for safety-sensitive positions covered by these Regulations are contingent upon the applicant successfully passing a urine drug test, and no applicant may be assigned to work until he or she has passed the test. Pre-employment/post-offer drug testing shall be limited to testing for cocaine, marijuana, opiates, amphetamines, and phencyclidine. Pre-employment/post-offer breath alcohol testing is prohibited for applicants.

b. Notification of Testing Requirement: Applicants shall be notified of the requirement to pass a drug test at the time of application.

c. Test Specimens: All applicants being hired for safety-sensitive positions shall take a urine drug test for illegal drugs.

d. **Canceled Test:** When a pre-employment/post-offer drug test is determined to be a canceled test by the MRO, the applicant shall immediately submit another urine specimen for testing.

e. **Reapplication after a Positive Test:**

(i) Applicants who test positive and cannot adequately explain the positive results will not be considered for employment until the next available position and must present proof of wellness.

(ii) Any applicant for a safety-sensitive position who previously has been employed by the PSS shall provide a written release of drug and alcohol testing history for the two years prior to the application date. No applicant who has previously tested positive for drugs or alcohol may be permitted to perform a safety-sensitive job until released for work by an SAP and a re-entry contract is executed.

§3222. Reasonable Suspicion Testing. All employees shall be subject to drug/alcohol testing if there is reasonable suspicion to believe he or she may be under the influence of illegal drugs or alcohol. Reasonable suspicion drug testing shall be limited to testing for cocaine, marijuana, opiates, amphetamines, phencyclidine, benzodiazepines, methaqualone, meperidine (Demerol), and barbiturates.

a. **Reasonable Suspicion Defined:** Reasonable suspicion for drug/alcohol testing means specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the individual. A reasonable suspicion decision must be based on specific facts, circumstances, physical evidence, physical signs and symptoms, or a pattern of performance and/or behavior that would cause a trained supervisor to reasonably conclude that the individual may have engaged in on the job illegal drug or alcohol use or may be under the influence of alcohol or illegal drugs.

b. **Steps in Reasonable Suspicion Testing:**

(i) **Objective Inquiry:** When reasonable suspicion exists, the affected individual will be questioned and observed. A decision to request a specimen shall be based on eye witness reports, facts of the event, and observed physical and behavioral characteristics of the individual. The individual shall be interviewed in a private area.

(ii) **Verification:** No individual shall be required to submit to a reasonable suspicion drug/alcohol test unless the need for the test is verified by a second PSS employee who has received training in recognition of signs and symptoms of drug and alcohol abuse. The required verification shall be done in person.

(iii) **Duty Pending Test Results:** Until the results of the drug/alcohol test are complete and verified, no employee tested based upon reasonable suspicion shall be allowed to perform or continue to perform a safety-sensitive function.

(iv) **Transportation Assistance:** The individual shall be accompanied to the collection site by a supervisor or manager, and shall be provided transportation home from the collection site. If the individual refuses and demands to drive his/her vehicle, the supervisor or manager shall notify the Department of Public Safety.

(v) **Report:** The events leading to a reasonable suspicion test will be reduced to writing and will be reviewed by the Personnel Officer or his designated agent. This report shall be considered confidential and will be maintained in a separate confidential file until utilized in disciplinary action, in which case it will be filed in the employee's Official Personnel Folder.

§3223. Post-Accident/Incident Testing. All employees shall be subject to drug/alcohol testing if an accident/incident occurs that meets the definitions of §3202(a) Post-accident/incident drug testing shall be limited to testing for cocaine, marijuana, opiates, amphetamines, phencyclidine, benzodiazepines, methaqualone, meperidine (Demerol), and barbiturates. If an accident/incident causes severe life disabling injury or may cause substantial liability to PSS, a blood sample may be drawn for future testing if breath alcohol testing is not readily available.

a: **Persons Subject to Post-Accident/Incident Testing.**

(i) The driver of any PSS vehicle or operator of any PSS equipment involved in an accident/incident shall be tested.

(ii) Each employee whose action or inaction contributed to the accident/incident or whose action cannot be completely discounted as a contributing factor to the accident/incident (as determined by using the best information available at the time of the decision) shall be tested.

b. **Test Specimens:** Every effort shall be made to collect specimens as soon as practical following an accident/incident. However, nothing should prevent an injured person from receiving necessary medical treatment and/or being interviewed by investigating officers/personnel.

c. **Duty Pending Test Results:** Until the results of the drug/alcohol test are complete and verified, no employee tested shall be allowed to perform or continue to perform a safety-sensitive function; provided, however, that an employee may be allowed to perform or continue to perform a safety-sensitive function, pending the results, if the supervisor reasonably believes that the employee was not under the influence at the time of the accident/incident.

d. **Delayed Reporting of Accident/Incidents:** An employee who delays the reporting of an accident/incident, which could have resulted in a drug or alcohol test, beyond the scheduled work shift shall be regarded as refusing to be tested.

§3224. Return to Duty Testing (Re-entry to Work) and Follow-up Testing.

a. **Return to Duty Testing Criteria:** An employee in a non-safety sensitive position, having previously tested positive for drugs or alcohol or having voluntarily acknowledged being under the influence of drugs or alcohol while on duty, unless terminated from employment or in the process of being terminated from employment, will be required to pass a drug/alcohol test before being returned to duty. These employees will not be allowed to return to work until they: (1) Test negative for cocaine, marijuana, opiates, amphetamines, phencyclidine, benzodiazepines, methaqualone, meperidine (Demerol), and barbiturates, and are evaluated and released for duty by the MRO (if the prior incident was drug related); or (2) Test at 0.00 breath alcohol concentration and are released by an SAP (if the prior incident was alcohol related).

b. **Follow-up testing:** An employee requiring return to duty drug/alcohol testing shall be subject to unannounced drug/alcohol tests for up to 60 months after returning to work. Return to duty drug tests shall be limited to testing for cocaine, marijuana, opiates, amphetamines, phencyclidine, benzodiazepines, methaqualone, meperidine (Demerol), and barbiturates. There may be no fewer than six tests in the first twelve months of follow-up testing. The specific number will be recommended by the SAP. The cost of return to duty testing and the six follow-up tests shall be paid by the employee.

c. **Canceled Test:** When a return to duty drug test is determined to be a canceled test by the MRO, the employee shall immediately submit another urine specimen for testing.

§3225. Random Testing.

a. **Application:** All PSS employees performing safety-sensitive functions shall be subject to random unannounced drug and alcohol tests at the rate designated in §3225(b). Random drug testing shall be limited to testing for cocaine, marijuana, opiates, amphetamines, and phencyclidine.

b. **Method of Section and Selection Rate:** The selection of employees for random testing shall be made by a scientifically valid method, such as a random number table or a computer based random number generator that is matched with employees' Social Security number, payroll identification numbers, or other comparable identifying numbers. Under the selection process used, each covered employee shall have an equal chance of being tested each time selections are made. The selection rate for each calendar year will be no less than an annualized rate of 50% of the covered employees for urine drug testing and 25% for breath alcohol testing.

c. **Notification of Employee:** When notified of a random selection, employees shall immediately proceed to the collection site. All testing shall be performed on paid time. Failure of the employee to timely report to the collection site will be treated as a refusal to be tested.

§3226. Specimen Inspection.

a. Specimen Collection Sites: Urine and breath specimens shall only be collected at sites approved by the PSS or a designated representative.

b. Specimen Collection Persons: Only persons trained in the SAMHSA collection process are authorized to collect urine specimens, and only persons trained as Breath Alcohol Technicians in a DOT approved training program are authorized to collect breath specimens.

c. Specimen Collection Protocol: Breath and urine specimens shall be collected in accordance with established collection protocols and shall adhere to the collection requirements specified in 49 CFR Part 40, "Procedures for Transportation Workplace Drug Testing Programs."

d. Split Urine Specimens: All urine collections will be split into two specimens and shipped to the laboratory. If the drug test result of the primary urine specimen is confirmed positive, the employee may request that the MRO direct the split specimen to be tested in a different DHHS-certified laboratory for presence of the drug(s) for which a positive result was obtained in the test of the primary specimen. The request must be in writing to the MRO and must be made within 72 hours of the employee having been notified of the confirmed positive drug test result. The cost of the second test shall be paid by the person requesting the test.

§3227. Supervisor Responsibilities.

a. Reasonable Suspicion and Post-Accident/Incident Testing: Supervisors and managers shall base testing requests on objective observations and shall document all steps taken in requiring reasonable suspicion and post-accident/incident tests.

b. Confidentiality: Supervisors and managers shall communicate information regarding a fit for work incident strictly on a need to know basis.

c. Accountability: Any supervisor or manager who knowingly disregards the requirements of Fit For Work shall be regarded as neglecting his or her responsibilities and shall be subject to disciplinary action, including removal.

§3228. Employee assistance and Rehabilitation.

a. Referrals: PSS employees shall be allowed the opportunity for rehabilitation under the following conditions:

(i) Voluntary self-referral prior to an accident/incident, reasonable suspicion test or request, or notification of random testing.

(ii) Management intervention/referral prior to an accident/incident or reasonable suspicion request. Referrals made as a part of supervisory performance counseling or intervention shall be kept confidential, and only necessary persons shall be made aware of these requests.

(iii) An employee testing positive for the presence of alcohol or illegal drugs and who is not removed from employment as a result shall be referred to a substance abuse professional for assessment and will be required to fulfill specified steps of treatment before being considered ready for evaluation for return to duty to any position at PSS.

§3229. Return to Duty Evaluation. No employee shall return to work after a positive test for alcohol or drugs (confirmed positive by the MRO) until he or she has been evaluated and released for duty by an SAP.

§3230. Confidentiality and Conduct. A direct request by the employee for assistance may only be made a part of the employee's medical file and may not be included in the employee's Official Personnel Folder. Any related performance issues or disciplinary action, however, may be included in the employee's Official Personnel Folder.

§3231. Freedom from Discrimination. Employees may not have job security or promotional opportunities jeopardized solely because of a request for assistance.

§3232. Notice of Treatment Resources. Any employee testing positive for prohibited drugs and/or alcohol or found to be under the influence of alcohol shall be advised of resources available to evaluate and resolve problems associated with the misuse of alcohol and use of controlled substances, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

§3233. Re-entry to Work After Mandatory Referral.

a. After a positive test result and mandatory referral, no employee may return to work until (1) the employee has been released for work by a designated PSS representative and the MRO/consulting physician (for drug positives) or PSS's substance abuse professional (for alcohol positives); and (2) the employee has tested negative on a return to duty drug/alcohol test.

b. In addition, no employee may return to work after a mandatory referral until the employee agrees to a re-entry contract, which shall include the following:

(i) Evidence of a plan setting out aftercare and follow-up treatment procedures with an SAP for a minimum of twelve (12) months. Longer periods of follow-up may be specified by the SAP;

(ii) An agreement to unannounced drug/alcohol testing (for up to five years);

(iii) A statement of expected compliance with PSS work rules, policies, and procedures; and

(iv) An agreement by the employee that violation of the agreement will be grounds for removal.

§3234. Confidentiality, Record Keeping, and Reports.

a. Confidentiality:

(i) Test Results: All test results shall be regarded as medical data and shall be stored in a location separate from the employee's Official Personnel Folder. The status of an employee's drug/alcohol test may only be communicated within the PSS on a strict need-to-know basis. Test results may not be used in a criminal prosecution of the employee without the employee's consent.

(ii) Employee Substance Abuse Professional Referrals: Any knowledge of an employee's attendance at a substance abuse treatment program shall be treated the same as medical data and shall be filed in the employee's medical file. The status of an employee's substance abuse treatment shall also be communicated within PSS on a strict need-to-know basis.

b. Record Keeping: Test/Collection and SAP Records

(i) Original Drug and Alcohol Test Results: Original test results shall be maintained by the MRO and/or BAT.

(ii) PSS Reports: The PSS shall also maintain records received from the MRO, BAT, and SAP regarding test results, which shall be stored in a secure location with controlled access.

(iii) All Other Records: All records relating to the urine and alcohol collection process will be maintained by PSS, the MRO, and the collection site (if other than the MRO and/or on-site collection or breath alcohol test).

c. Record Retention Schedule: Records relating to the administration of this policy including policy and program development, employee awareness and supervisory training, collection site training, and program administration; and records of positive drug and alcohol tests; refusals to take required drug/alcohol tests; calibration documentation; and referrals to the substance abuse professional shall be kept for five years. Records relating to the breath and urine collection process shall be kept for two years. Records of negative drug and alcohol test results shall be kept for one year.

§3235. Business Use of Alcohol. The consumption of alcohol should never be considered a business obligation.

CHAPTER 7: EMPLOYMENT BENEFITS

§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 or injury. The importance of an employee being allowed time to take care of personal business, to relax, and to recuperate from illness or injury is recognized by the PSS. Employee's whose personal lives are in balance are better able to handle the requirements of their job at the PSS.

§7302 Annual Leave.

c. Employees generally may use their annual leave when and how they wish, so long as they request to use it a reasonable amount of time in advance of the intended use date. However, supervisors may deny an employee's request to use annual leave if there is a rational basis reasonably related to a legitimate concern or interest of the PSS or its students or staff for doing so.

§7303 Sick Leave.

a. 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 Certified employees at the rate of one and one-half hours per pay period. Sick leave accumulated over two-hundred hours shall be lost or may be donated to the sick-leave bank. Sick leave shall have no cash value at any time and unused portions shall carry over from year to year.

b. The use of sick leave shall allow the employee to be paid at 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. Except in emergency situations sick leave shall be requested by the employee before 5:00 A.M. of the day it is to be used.

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

e. Sick leave records shall be retained for a period of three years after the employee separates from the PSS. If the employee becomes 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.

§7309 Maternity/Paternity Leave. Maternity/Paternity leave may be granted by the Commissioner of Education a maximum of one time per year to an employee who is the father or mother of a newborn child or is the father or mother of a newly adopted child. A maximum of 80 hours of paid maternity leave may be granted to an employee in any calendar

year. Maternity leave may only be used within one month of the birth or adoption of a child. Please also see §7311, Family and Medical Leave.

§7315 Advance Annual Leave. The Commissioner of Education may, for good reason, grant an employee who has been employed by the PSS for over three years, advance annual leave of up to a maximum of one-half of the total earnable leave credits for one year from the date the application is made. Subsequent earnings shall serve to replace the amount of advance leave granted and taken. An employee shall not be granted advance annual leave unless they have already exhausted all of their annual leave.

§7316 Advance Sick Leave. The Commissioner of Education may, for good reason, grant an employee advance Sick leave of up to a maximum of one-half of the total earnable leave credits for one year from the date the application is made. Subsequent earnings shall serve to replace the amount of advance leave granted and taken. An employee shall not be granted advance sick leave unless they have already exhausted all of their sick and annual leave.

A

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

POLICY OF NONDISCRIMINATION

Public School System ("PSS") is an equal opportunity employer dedicated to a policy of nondiscrimination in employment upon any basis, including sex, sexual orientation, race, 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 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

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 I have interviewed _____ on this date and that(s)he has voluntarily executed the following waivers and notices:

1. Representation That Application Is Filled Out Truthfully.
2. Consent to Investigate Criminal Records.
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.

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 and submit satisfactory documentation of the results of the physical examination.

What about licensing?

Within 14 days of starting your contract, you must submit to the Board of Education a completed application for a teacher or librarian basic certificate. The results of your physical examination, a statement from a state or national education agency that you have a license and that it has not been suspended or revoked, two passport-size color photographs and completed fingerprint cards must be submitted along with a completed application form. These cards will be provided to the Federal Bureau of Identification (FBI) to do a more thorough criminal records check to be considered in determining whether to issue you a certificate as a teacher or librarian. A decision by the Certification Committee will be rendered within 60 days of the filing of a completed application along with all necessary documentation. During the interim, the Human Resources Officer will grant you a *temporary* certificate so that you may work. The basic certificate will be valid for a period of time equaling the term of your initial contract with the PSS, unless earlier revoked or suspended.

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

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

One-way transportation to the C.N.M.I. is provided to off-island hires. Airfare from the point of hire to the island assigned for work and three days of hotel accommodations and meal allowances are provided for employees and up to three of their dependants who do not already have a place to stay on island. Housing allowances are not provided to Certified employees. There are a number of conditions attached to these benefits which are explained in the contract addendum.

How do I find out more about the CNMI?

A commercial Internet service provider maintains a home page for the CNMI on the World Wide Web at <http://www.saipan.com>. You can also write to the Human Resources Officer for the Public School System at P.O. Box 1370, Saipan, MP 96950.

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

B

Intent to Offer Certified Employment Letter
(Date)

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

Re: Intent to Offer Certified Employment

Dear (Applicant):

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 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 _____, at _____ school.

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

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

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

e. Grades/Subject matter(s) to be taught: _____.

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

- a. To teach on a full-time basis, in a faithful and efficient manner, those grades and subjects as are assigned from time to time by PSS through its Commissioner and its subordinates.
- b. To conform to all 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, Job Description, 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 a two-year contract term as assigned by PSS. For contracts of less than a two year period, the required number of work days shall be pro-rated at the same ratio of work days to off-track days. It is expected that these days of work shall be performed on weekdays. For other days to qualify, permission must be received in writing in advance from the 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. If the contract is for less than two years the employee shall be paid a prorated portion thereof as determined by the number of days to be worked times 1/190 of the annual salary listed in § 1(b). In the event that the Employee is discharged for sufficient and just cause in accordance with the PSS regulations, or shall have such Teacher's or Librarian's certificate suspended or revoked, the Employee shall not be entitled to any compensation from and after such dismissal or certificate suspension.

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

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

6. RESTRICTION ON HIRING OF CNMI GOVERNMENT RETIREES AND SUBSTITUTE TEACHERS AND LIBRARIANS: Pursuant to 1 CMC § 8392(c), any person who has retired and received retirement benefits from the Government of the Northern Mariana Islands who is hired by PSS as a teacher cannot be employed for more than sixty (60) calendar days in any fiscal year without forfeiting any retirement benefits. The Employee understands that this Contract does not change that law. 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(a) &(e): Employee agrees to work at any location and to teach and grade(s) and/or subject matter(s) assigned by the PSS and agrees that these assignments may be changed on a day-to-day basis depending upon the needs of PSS.

(2) 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).

(3) 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.

(4) 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.

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

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

(7) 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, or to teach any subject matter as assigned in § 1(a)&(e).

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.

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. The PSS shall concur with an employee's request to abandon or leave employment with the PSS if; the reason the employee is leaving employment with the PSS is because of the death

of a spouse, child, sibling, or parent or because the employee or a spouse, child, sibling, or parent suffers from a "serious health condition" as defined by §7311 of the PSS rules and regulations for the employment of certified personnel, which cannot be properly treated in the Commonwealth. By concurring, the PSS agrees not to seek compensation for the ten percent liquidated damages.

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, 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) and this is the first contract the employee is entering into with the PSS, then the Off-Island Hire Terms and Conditions of Employment, which must be attached hereto, apply to this Contract. Employee is not entitled to receive any housing benefits.

19. FORMATION OF CONTRACT: This contract form is not valid unless signed by all the parties indicated by the signature blanks. All 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: If this contract is not for renewal of employment with the PSS this offer of employment is tentative. A medical examination will be required before the Employee starts work. If the examination discloses medical conditions that prevent the Employee from successfully performing the essential functions of the job, PSS will attempt to make accommodations to allow the Employee to work. If the examination discloses a medical condition that poses a significant risk of substantial harm to the health or safety of the employee or other people in the workplace, PSS will attempt to make accommodations to allow the Employee to work. In either case, if no reasonable accommodations can be found, or if they cause an undue hardship on PSS, the parties agree that this contract will be void.

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

HUMAN RESOURCES OFFICER

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

Date: _____

PSS Human Resources Officer

FISCAL AND BUDGET OFFICER

I hereby certify that this position is within the FTE requirement of PSS under the appropriation act of P.L. No. _____ and that there are sufficient funds available in Account No. _____ for a total annual obligation of \$ _____ required for this contract.

Date: _____

PSS Fiscal and Budget Officer

LEGAL COUNSEL

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

Date: _____

PSS Legal Counsel

CONTRACTING PARTIES

FOR PSS:

Date: _____

COMMISSIONER

FOR THE EMPLOYEE:

Date: _____

EMPLOYEE

ST

The following amendments only apply to the sections and subsections listed. If a section or subsection is not specifically included it is not changed. For instance, §1206(a) below is the only subsection changed under §1206. §1206(b) remains unchanged.

NON-CERTIFIED REGULATION AMENDMENTS

CHAPTER 1: THE HIRING PROCESS

§1202. Initiation of Recruitment Process. Upon determination that there is a position vacancy and that it will not be filled by a provisional appointment, the Human Resources Officer shall prepare a vacancy announcement in consultation with the supervisor or manager.

§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.

§1212. Provisional Appointments. A provisional appointment shall be limited to ninety days, and is used to fill what is otherwise a permanent appointment while waiting for the hiring process to create an appropriate eligibility list. The provisions of Sections 1202 through 1210 of these regulations need not be with complied with before a position can be filled on a provisional basis. The Commissioner may authorize extention of a provisional appointment beyond ninety days when the examination fails to make available an adequate number of qualified candidates. Any person given a provisional appointment must meet the minimum qualifications for the class of position to which they are to be appointed.

§1213. Acting Appointments. An acting appointment is the designation, in writing, by the Commissioner, that an employee will act for a period of up to thirty days in the place of a supervisor while that supervisor is absent. When the supervisor's absence exceeds the initial thirty day period, a new designation shall be made for up to an additional thirty days. This process is to be repeated until the supervisory position is filled permanently. Whenever an acting assignment exceeds ninety consecutive calendar days, the employee shall be temporarily promoted, and compensated accordingly, if (s)he meets the minimum qualification requirements of the position.

§1402. The Contract Form.

a.(1) In the case of an off-island initial 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).

The exact off-island benefits and conditions for each employee are to be determined by reviewing the employee's initial contract with the PSS. The off-island benefits and conditions as set forth in the original cannot be changed by subsequent contracts unless the employee expressly agrees in writing to waive them.

(i) "initial contract" means the first contract entered into between the employee and the PSS. If an employee resigns from employment with the PSS and subsequently

returns to work for the PSS, initial contract shall be defined as the first contract entered into upon the employee's return to work.

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

§1604. Notification of Non-Renewal. The PSS will notify employee in writing at least ninety (90) calendar days in advance if it intends to not renew employee's contract with the PSS.

CHAPTER 2: STANDARDS OF CONDUCT FOR EMPLOYEES

(Replacing Sections B and C, titled "Alcohol Use and Alcoholism" and "Illegal Drugs" with the Section listed below entitled "Fit for Work". Section D. titled "Job Performance" remains the same in substance, but instead becomes Section C. Section E. titled "Personal Conduct" remains the same in substance, but instead becomes Section D.)

B. Fit For Work

§2201. Policy.

a. The PSS encourages employees who have personal problems to utilize all available resources, including resources of the PSS, before those problems affect their job performance. Employees who voluntarily seek assistance in dealing with emotional distress, personal health problems, or problems relating to alcohol or drug use before there is a performance issue shall be provided the same leave benefits as with any other health-related issue. Employees, however, shall still be held accountable for acceptable job performance regardless of participation in or requests for referral. In no case will disciplinary amnesty be granted to employees asking for assistance and referral.

§2202. Definitions. The following definitions apply throughout this Section.

a. Accident/Incident: "Accident/incident" means (1) an injury to a person requiring outside medical attention or a fatality or (2) physical damage or an estimated economic loss greater than \$2,500.00 as determined by the best information available at the time of the accident/incident.

b. Alcohol: "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol.

c. Alcohol Use: "Alcohol use" means the consumption of any beverage, mixture, or preparation (including any medication) containing alcohol.

d. Breath Alcohol Concentration (BAC): "Breath alcohol concentration (BAC)" means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

e. Breath Alcohol Technician (BAT): "Breath alcohol technician (BAT)" means an individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

f. Canceled Test (Drug): "Canceled test (drug)" means a test that has been declared invalid by an MRO. It is neither a positive nor a negative test. This term includes a specimen that is rejected for testing by a laboratory.

g. PSS: "PSS" means the Commonwealth of the Northern Mariana Islands Public School System.

h. Confirmation (or Confirmatory) Test (Alcohol): "Confirmation (or confirmatory) test (alcohol)" means a second test, following a screening test with a result of 0.02 or greater, that provides quantitative data of alcohol concentration.

i. Confirmation (or Confirmatory) Test (Controlled Substances): "Confirmation (or confirmatory) test (controlled substances)" means a second analytical procedure to identify the presence of a specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle than the screening test to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

j. Consulting Physician: "Consulting physician" means a licensed physician retained or employed by the PSS to advise on drug testing and other industrial medicine issues.

k. Evidential Breath Testing Device (EBT): "Evidential breath testing device (EBT)" means an EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's Conforming Products List of Evidential Breath Measurement Devices (CPL), and identified on the CPL as conforming with the model specifications available from the NHTSA, Office of Alcohol and State Programs.

l. Illegal Drugs: "Illegal drugs" means (a) drugs that are not legally obtainable; (b) drugs that are legally obtainable but have not been obtained legally; (c) drugs that are legally obtained, but are knowingly used for other than the prescribed purpose or in other than the prescribed manner; and (d) so-called "designer drugs" or drug substances not approved for medical or other use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration.

m. Legally Obtainable Drugs: "Legally obtainable drugs" means the following when used according to directions to alleviate a specific condition: (a) substances recognized as drugs in the official United States pharmacopoeia, official homeopathic pharmacopoeia of the United States, or official national formulary, or any supplement to any of them; (b) substances intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in man or animals; (c) substances (other than food, mineral, or vitamins) intended to affect the structure or any function of the body of man or animal; and (d) substances intended for use as a component of any article specified in clause (a), (b), or (c). It does not include devices or their components, parts, or accessories.

n. Medical Review Officer (MRO): "Medical Review Officer (MRO)" means a licensed physician who is responsible for receiving laboratory drug testing results and who has knowledge of substance abuse disorders and has appropriate medical training to interpret and

evaluate a confirmed positive test result together with an individual's medical history and any other relevant biomedical information.

o. On Call/Standby Employee: "On call/standby employee" means (for the purposes of Fit For Work only) an employee who is in a scheduled on call/standby status or whose availability to report to work restricts his or her movements or behavior while waiting to be called.

p. Proof of Wellness: "Proof of wellness" means a notice from a state or regionally certified or licensed drug/alcohol treatment specialist or a person meeting the U.S. DOT's definition of a substance abuse professional that states that the applicant/employee is no longer dependent on any drug/alcohol substance to the extent it can affect safe and productive work.

q. Refusing to be Tested, Refused to be Tested, or Refusal to Submit: "Refusing to be tested," "refused to be tested," or "refusal to submit" means: (i) A verbal or written refusal after being given a clear and specific order to submit to urine and/or breath testing; (ii) Failure to timely provide a urine specimen or failure to timely provide adequate breath for testing without a valid medical explanation after receiving notice of the requirement to be tested; or (iii) Engaging in conduct that clearly obstructs the collection process.

r. Responsible Person: "Responsible person" means the individual designated by the head of each department, organization, or entity to answer questions about the Fit For Work program.

s. Safety-Sensitive Function: "Safety-sensitive function" means performing work involving the operation of motor vehicles or dangerous or heavy machinery or performing tasks directly affecting the safety of others. The Commissioner of Education, after consultation with the Human Resources Officer or his/her designated representative, shall designate by job category or otherwise all positions that have safety-sensitive functions. This designation shall be updated periodically.

t. SAMHSA: "SAMHSA" means the Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services.

u. Screening Test (or Initial Test): "Screening test (or initial test)" means, in alcohol testing, an analytical procedure to determine whether a employee may have a prohibited concentration of alcohol in his or her system. In controlled substance testing, it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.

v. Substance Abuse Professional (SAP): "Substance abuse professional (SAP)" means a licensed physician (Medical Doctor or Doctor of Osteopathy), licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification

Commission and/or regional certification), with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

w. Test(s) Positive or Positive Test Result: "Test(s) positive" or "positive test result" mean the confirmation test shows positive evidence of the presence of an illegal drug in the individual's system.

x. Under the Influence: "Under the influence" means that alcohol and illegal drugs, or both, are present in the body and confirmed by breath alcohol testing (a confirmed positive) or urine drug testing (a confirmed positive by the MRO).

§2203. Application. This section applies to all current and future non-certified employees of the PSS.

§2204. Prohibited Conduct.

a. Sale, Transfer, or Possession with Intent to Deliver: It is a violation of this Section for any employee to sell or attempt to sell, purchase or transfer, or possess with the intent to deliver any illegal drug (a) on PSS property, (b) in any PSS vehicle or equipment, or (c) while on PSS business. An adverse action for removal shall be initiated immediately for any employee violating this section. Law enforcement authorities shall also be notified. Until the employee is removed or the adverse action is terminated, the employee shall not be allowed to perform or continue to perform a safety-sensitive function. To comply with the Drug Free Workplace Act of 1988, the Human Resources Officer will notify the Federal Contract Agency within 10 days of the conviction of any employee for selling, manufacturing, or dispensing a controlled substance on PSS business property or PSS business time. Employees must notify the Human Resources Officer within 5 days of such a conviction.

b. Possession:

i. Possession of Illegal Drugs: Any employee found in possession of any illegal drug in any PSS vehicle or equipment or while on PSS business shall be subject to disciplinary action, including removal. Law enforcement authorities shall be notified. Until resolution of the disciplinary action, the employee shall not be allowed to perform or continue to perform a safety-sensitive function.

ii. Possession of Open Containers: Any employee in possession of an open container containing an alcoholic beverage in any PSS vehicle or equipment shall be subject to disciplinary action, including removal. Until resolution of the disciplinary action, the employee shall not be allowed to perform or continue to perform a safety-sensitive function.

§2205. Use or Under the Influence.

a. Non-Safety-Sensitive Functions: If the employee performs a non-safety-sensitive function and tests positive (confirmed drug positive by the MRO or a breath alcohol

concentration of 0.02 or greater), the employee shall be subject to disciplinary action, up to and including removal. An employee who performs a non-safety-sensitive function and who tests positive for alcohol or illegal drugs on a first occasion may not be removed solely for testing positive but may be subject to disciplinary action and shall be referred for assessment and treatment as a condition of continued employment. Such an employee, however, may be removed for testing positive on a first occasion as provided for in §2205(c) and §2205(d).

b. **Safety-Sensitive Functions:** If the employee performs a safety-sensitive function and tests positive (confirmed drug positive by the MRO or a breath alcohol concentration of 0.02 or greater), an adverse action for removal shall be initiated. Until the employee is removed or the adverse action is terminated, the employee shall not be allowed to continue to perform a safety-sensitive function.

c. **Operation of Motor Vehicles:** If the employee is operating (or reporting to work with the intention of operating) a PSS motor vehicle and tests positive (confirmed drug positive by the MRO or a breath alcohol concentration of 0.02 or greater), an adverse action for removal shall be initiated. Until the employee is removed or the adverse action is terminated, the employee shall not be allowed to perform or continue to perform a safety-sensitive function.

d. **Injury to Another Person:** If the employee injures another person and tests positive (confirmed drug positive by the MRO or a breath alcohol concentration of 0.02 or greater), an adverse action for removal shall be initiated. Pursuant to Section 3504 this shall be considered to pose a risk of harm to students or co-employees and the employee shall be suspended during the advance notice period and placed on Administrative Leave with pay.

e. **Minimum Action:** Any employee found to be under the influence while at work, at a minimum, will receive a formal letter of reprimand and will be counseled regarding the necessity to seek assessment and, if necessary, treatment. The employee must be informed that they may be subject to removal for their failing performance and/or violation of Fit For Work if the employee fails to obtain and/or fails to follow through on recommended treatment steps. The employee shall be reminded that the Human Resources Officer can assist the employee in obtaining professional assistance.

§2206. Pre-Duty Use of Alcohol by Safety-Sensitive Employees.

a. **General:** No safety-sensitive employee who has consumed alcohol within four hours of reporting to work may report to work. No safety-sensitive employee may report to work with any detectable level of alcohol in his or her system.

b. **On-call/standby employees:** No safety-sensitive employee who is on a scheduled and compensated stand-by status may consume alcohol during stand-by status. Safety-sensitive employees in stand-by status shall inform their supervisors of any inability to perform safety-sensitive functions before commencing work.

i. Any safety-sensitive employee who, before reporting to work, acknowledges using alcohol during on-call status may be subject to disciplinary action and shall be referred to an SAP for assessment.

ii. Any safety-sensitive employee who reports to work after consuming alcohol during on-call status and who fails to notify his or her supervisor shall be regarded as being under the influence. The employee shall be tested and subject to disciplinary action for failure to report and other discipline according to Chapter three of the PSS's Non-Certified Personnel Regulations.

§2207. Refusal to Submit to a Drug/Alcohol Test.

a. Any employee refusing to comply with a request for any drug/alcohol test required by Fit For Work shall be regarded as insubordinate and an adverse action for removal shall be initiated. Until the employee is removed or the adverse action is terminated, the employee shall not be allowed to perform or continue to perform a safety-sensitive function.

b. Any employee leaving the scene of an accident/incident before a testing decision is made shall be deemed to have refused to be tested. In addition, any employee who is subject to post-accident/incident testing who fails to remain readily available for testing, including notifying his or her supervisor of his or her location if he or she leaves the scene of the accident/incident prior to submission to testing, shall be deemed to have refused to be tested. Leaving the scene of the accident/incident to obtain necessary medical care or obtain assistance in responding to the accident/incident may not be regarded as refusal as long as the employee timely notifies his or her supervisor of the employee's location.

c. Any employee consuming alcohol or illegal drugs after an accident/incident and before a testing decision is made shall be deemed to have refused to be tested.

§2208. Providing False Information and/or Attempting to Contaminate or Alter a Urine Specimen. An adverse action for removal shall be initiated for any employee providing false information about a urine specimen and/or attempting to contaminate a urine specimen. Until the employee is removed or the adverse action is terminated, the employee shall not be allowed to perform or continue to perform a safety-sensitive function.

§2209. Refusal or Failure to Comply with Treatment Recommendations. Any employee refusing or failing to comply with treatment and after-care recommendations shall not be permitted to return to work until permitted by an SAP. Refusal or failure to comply with treatment recommendations shall result in disciplinary action, including removal.

§2210. Testing Positive for Drugs or Alcohol on a Second or Subsequent Occasion. If an employee is hired or re-hired after an initial positive test and then tests positive for an illegal drug or alcohol on a later occasion within five years of a prior positive drug/alcohol test, an adverse action for removal shall be initiated. Until the employee is removed or the

(i) If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO is not required to take further action.

(ii) Based on a review of laboratory inspection reports, quality assurance and quality control data, and other drug test results, the MRO may conclude that a particular drug test result is scientifically insufficient for further action. Under these circumstances, the MRO should conclude that the test is negative for the presence of a prohibited drug or drug metabolite in an individual's system.

b. The MRO may release the results of a drug/alcohol test to the person who was tested. The MRO may release the results to a third party only when the person tested signs an authorization for the release to an identified person.

c. Statistical data related to testing and rehabilitation that is not name-specific will be provided on an established periodic basis to the PSS individual designated to receive the results in accordance with this section.

§2217. Reporting. The MRO may only report results to the PSS designated representative or designee.

§2218. Relationships.

a. Testing Laboratories--The MRO shall be the primary contact for technical inquiries to the testing laboratory.

b. Treatment and Rehabilitation Facilities--The MRO shall have direct contact with substance abuse professionals regarding positive test results.

c. Employee Assistance Counselors--The MRO shall, if appropriate, confer with an SAP when evaluating a return to duty status.

§2219. Reports. The MRO will retain records for five years of reports of individuals who do not pass a drug/alcohol test. Reports of individuals who pass drug/alcohol tests will be retained for one year. Records related to the collection process will be retained for two years.

§2220. Medical Evaluation for Shy Bladder and/or Shy Lung. When requested, the MRO or local consulting physician shall take necessary steps to evaluate and determine if there was any reasonable medical justification for an employee's inability to provide a urine specimen (shy bladder) or an adequate breath specimen (shy lung).

§2221. Referral for Testing.

adverse action is terminated, the employee shall not be allowed to perform or continue to perform a safety-sensitive function.

§2211. Failure to Notify PSS of Criminal Conviction. All employees are required to notify the PSS of any criminal conviction, no later than five days after conviction, for a violation occurring in the workplace. An adverse action for removal shall be initiated for any employee who fails to do so within five days of conviction. Until the employee is removed or the adverse action is terminated, the employee shall not be allowed to perform or continue to perform a safety-sensitive function.

§2212. Use of Illegally Obtained Drugs.

a. **Preclusion from Work:** No employee adversely affected by use of any legally obtained drug (prescription or nonprescription) shall perform a safety-sensitive function in that condition.

b. **Notification Required:** Before starting work, each employee who performs any safety-sensitive function must report to his or her supervisor/manager the use of any prescription or nonprescription drug that contains a cautionary label regarding the operation of equipment or vehicles. Before performing safety-sensitive functions, any employee taking medication with a cautionary labels may be required to provide proper medical authorization from a physician to work. Any employee failing to notify his or her supervisor/manager of the use of any prescription or nonprescription drug containing a cautionary label prior to performing any safety-sensitive function shall be subject to disciplinary action, including removal.

§2213. Policy Communication.

a. **Current Employees:** All current employees will receive a copy of these regulations at least thirty days before the implementation date. In addition, this section will be posted in all work places where employees are covered by these Regulations for at least sixty days following implementation.

b. **New Employees:** All new employees hired after the effective date of these Regulations will be given a copy of them by the Human Resources Office as part of their joining procedure.

§2214. Information, Orientation, and Training.

a. **Employees:** All current and new employees will receive information concerning the effects and consequences of drug and alcohol use on personal health, safety, and the work environment; the manifestations and behavioral clues indicative of drug and alcohol use and abuse; and the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances.

b. Supervisor/Managers: All supervisor/managers who may make reasonable suspicion determinations shall receive training on the physical, behavioral, and performance indicators of probable drug abuse and alcohol misuse before they may participate in post-accident/incident or reasonable suspicion decisions.

§2215. Role of the Medical Review Officer (MRO) and Consulting Physician

a. Recipient of Drug Testing Results: The MRO will be the sole recipient of drug testing results from the laboratory.

b. Verification of Positives Results: Before reporting a positive result, the MRO shall do the following to determine if there is an alternative medical explanation for the result:

(i) Review the individual's medical history, including any medical records and biomedical information provided, and discuss the test results with the applicant/employee when requested to do so by the applicant/employee.

(ii) Determine whether there is a legitimate medical explanation for the result, including legally prescribed medication.

(iii) Request, as needed, pertinent analytical records or require re-analysis of any specimen to verify results.

(iv) Determine, when necessary, that there is clinical evidence, in addition to the urine test, of unauthorized use of any opium, opiate, or opium derivative if the laboratory does not confirm the presence of 6-monoacetylmorphine.

c. Fit for Work Consultation: The MRO or local consulting physician will, when requested, be available for consultation to determine the ability of an employee to report to work or continue work when under the influence of over-the-counter and/or prescription medication, and/or the ability to return to work following an accident/incident.

d. Return to Work Consultation: The MRO or local consulting physician will, when requested, review the records and examine, when appropriate, all employees returning to duty after a positive drug urine test or wanting to return to duty after having refused to be tested. The MRO will consult with the assessment and/or treatment SAP and PSS staff when making the evaluation.

§2216. Release of Results. Drug test results will be released only under the following circumstances:

a. The MRO will report all positive test results (after review) and all positive and negative SAMHSA test results to the PSS individual designated to receive the results.

(i) If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO is not required to take further action.

(ii) Based on a review of laboratory inspection reports, quality assurance and quality control data, and other drug test results, the MRO may conclude that a particular drug test result is scientifically insufficient for further action. Under these circumstances, the MRO should conclude that the test is negative for the presence of a prohibited drug or drug metabolite in an individual's system.

b. The MRO may release the results of a drug/alcohol test to the person who was tested. The MRO may release the results to a third party only when the person tested signs an authorization for the release to an identified person.

c. Statistical data related to testing and rehabilitation that is not name-specific will be provided on an established periodic basis to the PSS individual designated to receive the results in accordance with this section.

§2217. Reporting. The MRO may only report results to the PSS designated representative or designee.

§2218. Relationships.

a. Testing Laboratories--The MRO shall be the primary contact for technical inquiries to the testing laboratory.

b. Treatment and Rehabilitation Facilities--The MRO shall have direct contact with substance abuse professionals regarding positive test results.

c. Employee Assistance Counselors--The MRO shall, if appropriate, confer with an SAP when evaluating a return to duty status.

§2219. Reports. The MRO will retain records for five years of reports of individuals who do not pass a drug/alcohol test. Reports of individuals who pass drug/alcohol tests will be retained for one year. Records related to the collection process will be retained for two years.

§2220. Medical Evaluation for Shy Bladder and/or Shy Lung. When requested, the MRO or local consulting physician shall take necessary steps to evaluate and determine if there was any reasonable medical justification for an employee's inability to provide a urine specimen (shy bladder) or an adequate breath specimen (shy lung).

§2221. Referral for Testing.

a. **Pre-Employment/Post-Offer Testing:** All offers of PSS employment for safety-sensitive positions covered by these Regulations are contingent upon the applicant successfully passing a urine drug test, and no applicant may be assigned to work until he or she has passed the test. Pre-employment/post-offer drug testing shall be limited to testing for cocaine, marijuana, opiates, amphetamines, and phencyclidine. Pre-employment/post-offer breath alcohol testing is prohibited for applicants.

b. **Notification of Testing Requirement:** Applicants shall be notified of the requirement to pass a drug test at the time of application.

c. **Test Specimens:** All applicants being hired for safety-sensitive positions shall take a urine drug test for illegal drugs.

d. **Canceled Test:** When a pre-employment/post-offer drug test is determined to be a canceled test by the MRO, the applicant shall immediately submit another urine specimen for testing.

e. **Reapplication after a Positive Test:**

(i) Applicants who test positive and cannot adequately explain the positive results will not be considered for employment until the next available position and must present proof of wellness.

(ii) Any applicant for a safety-sensitive position who previously has been employed by the PSS shall provide a written release of drug and alcohol testing history for the two years prior to the application date. No applicant who has previously tested positive for drugs or alcohol may be permitted to perform a safety-sensitive job until released for work by an SAP and a re-entry contract is executed.

§2222. **Reasonable Suspicion Testing.** All employees shall be subject to drug/alcohol testing if there is reasonable suspicion to believe he or she may be under the influence of illegal drugs or alcohol. Reasonable suspicion drug testing shall be limited to testing for cocaine, marijuana, opiates, amphetamines, phencyclidine, benzodiazepines, methaqualone, meperidine (Demerol), and barbiturates.

a. **Reasonable Suspicion Defined:** Reasonable suspicion for drug/alcohol testing means specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the individual. A reasonable suspicion decision must be based on specific facts, circumstances, physical evidence, physical signs and symptoms, or a pattern of performance and/or behavior that would cause a trained supervisor to reasonably conclude that the individual may have engaged in on the job illegal drug or alcohol use or may be under the influence of alcohol or illegal drugs.

b. **Steps in Reasonable Suspicion Testing:**

(i) **Objective Inquiry:** When reasonable suspicion exists, the affected individual will be questioned and observed. A decision to request a specimen shall be based on eye witness reports, facts of the event, and observed physical and behavioral characteristics of the individual. The individual shall be interviewed in a private area.

(ii) **Verification:** No individual shall be required to submit to a reasonable suspicion drug/alcohol test unless the need for the test is verified by a second PSS employee who has received training in recognition of signs and symptoms of drug and alcohol abuse. The required verification shall be done in person.

(iii) **Duty Pending Test Results:** Until the results of the drug/alcohol test are complete and verified, no employee tested based upon reasonable suspicion shall be allowed to perform or continue to perform a safety-sensitive function.

(iv) **Transportation Assistance:** The individual shall be accompanied to the collection site by a supervisor or manager, and shall be provided transportation home from the collection site. If the individual refuses and demands to drive his/her vehicle, the supervisor or manager shall notify the Department of Public Safety.

(v) **Report:** The events leading to a reasonable suspicion test will be reduced to writing and will be reviewed by the Personnel Officer or his designated agent. This report shall be considered confidential and will be maintained in a separate confidential file until utilized in disciplinary action, in which case it will be filed in the employee's Official Personnel Folder.

§2223. Post-Accident/Incident Testing. All employees shall be subject to drug/alcohol testing if an accident/incident occurs that meets the definitions of §2202(a). Post-accident/incident drug testing shall be limited to testing for cocaine, marijuana, opiates, amphetamines, phencyclidine, benzodiazepines, methaqualone, meperidine (Demerol), and barbiturates. If an accident/incident causes severe life disabling injury or may cause substantial liability to PSS, a blood sample may be drawn for future testing if breath alcohol testing is not readily available.

a. **Persons Subject to Post-Accident/Incident Testing.**

(i) The driver of any PSS vehicle or operator of any PSS equipment involved in an accident/incident shall be tested.

(ii) Each employee whose action or inaction contributed to the accident/incident or whose action cannot be completely discounted as a contributing factor to the accident/incident (as determined by using the best information available at the time of the decision) shall be tested.

b. **Test Specimens:** Every effort shall be made to collect specimens as soon as practical following an accident/incident. However, nothing should prevent an injured person from

receiving necessary medical treatment and/or being interviewed by investigating officers/personnel.

c. **Duty Pending Test Results:** Until the results of the drug/alcohol test are complete and verified, no employee tested shall be allowed to perform or continue to perform a safety-sensitive function; provided, however, that an employee may be allowed to perform or continue to perform a safety-sensitive function, pending the results, if the supervisor reasonably believes that the employee was not under the influence at the time of the accident/incident.

d. **Delayed Reporting of Accident/Incidents:** An employee who delays the reporting of an accident/incident, which could have resulted in a drug or alcohol test, beyond the scheduled work shift shall be regarded as refusing to be tested.

§2224. Return to Duty Testing (Re-entry to Work) and Follow-up Testing.

a. **Return to Duty Testing Criteria:** An employee in a non-safety sensitive position, having previously tested positive for drugs or alcohol or having voluntarily acknowledged being under the influence of drugs or alcohol while on duty, unless terminated from employment or in the process of being terminated from employment, will be required to pass a drug/alcohol test before being returned to duty. These employees will not be allowed to return to work until they: (1) Test negative for cocaine, marijuana, opiates, amphetamines, phencyclidine, benzodiazepines, methaqualone, meperidine (Demerol), and barbiturates, and are evaluated and released for duty by the MRO (if the prior incident was drug related); or (2) Test at 0.00 breath alcohol concentration and are released by an SAP (if the prior incident was alcohol related).

b. **Follow-up testing:** An employee requiring return to duty drug/alcohol testing shall be subject to unannounced drug/alcohol tests for up to 60 months after returning to work. Return to duty drug tests shall be limited to testing for cocaine, marijuana, opiates, amphetamines, phencyclidine, benzodiazepines, methaqualone, meperidine (Demerol), and barbiturates. There may be no fewer than six tests in the first twelve months of follow-up testing. The specific number will be recommended by the SAP. The cost of return to duty testing and the six follow-up tests shall be paid by the employee.

c. **Canceled Test:** When a return to duty drug test is determined to be a canceled test by the MRO, the employee shall immediately submit another urine specimen for testing.

§2225. Random Testing.

a. **Application:** All PSS employees performing safety-sensitive functions shall be subject to random unannounced drug and alcohol tests at the rate designated in §2225(b). Random drug testing shall be limited to testing for cocaine, marijuana, opiates, amphetamines, and phencyclidine.

b. **Method of Selection and Selection Rate:** The selection of employees for random testing shall be made by a scientifically valid method, such as a random number table or a

computer based random number generator that is matched with employees' Social Security number, payroll identification numbers, or other comparable identifying numbers. Under the selection process used, each covered employee shall have an equal chance of being tested each time selections are made. The selection rate for each calendar year will be no less than an annualized rate of 50% of the covered employees for urine drug testing and 25% for breath alcohol testing.

c. Notification of Employee: When notified of a random selection, employees shall immediately proceed to the collection site. All testing shall be performed on paid time. Failure of the employee to timely report to the collection site will be treated as a refusal to be tested.

§2226. Specimen Inspection.

a. Specimen Collection Sites: Urine and breath specimens shall only be collected at sites approved by the PSS or a designated representative.

b. Specimen Collection Persons: Only persons trained in the SAMHSA collection process are authorized to collect urine specimens, and only persons trained as Breath Alcohol Technicians in a DOT approved training program are authorized to collect breath specimens.

c. Specimen Collection Protocol: Breath and urine specimens shall be collected in accordance with established collection protocols and shall adhere to the collection requirements specified in 49 CFR Part 40, "Procedures for Transportation Workplace Drug Testing Programs."

d. Split Urine Specimens: All urine collections will be split into two specimens and shipped to the laboratory. If the drug test result of the primary urine specimen is confirmed positive, the employee may request that the MRO direct the split specimen to be tested in a different DHHS-certified laboratory for presence of the drug(s) for which a positive result was obtained in the test of the primary specimen. The request must be in writing to the MRO and must be made within 72 hours of the employee having been notified of the confirmed positive drug test result. The cost of the second test shall be paid by the person requesting the test.

§2227. Supervisor Responsibilities.

a. Reasonable Suspicion and Post-Accident/Incident Testing: Supervisors and managers shall base testing requests on objective observations and shall document all steps taken in requiring reasonable suspicion and post-accident/incident tests.

b. Confidentiality: Supervisors and managers shall communicate information regarding a fit for work incident strictly on a need to know basis.

c. **Accountability:** Any supervisor or manager who knowingly disregards the requirements of Fit For Work shall be regarded as neglecting his or her responsibilities and shall be subject to disciplinary action, including removal.

§2228. Employee Assistance and Rehabilitation.

a. **Referrals:** PSS employees shall be allowed the opportunity for rehabilitation under the following conditions:

(i) **Voluntary self-referral** prior to an accident/incident, reasonable suspicion test or request, or notification of random testing.

(ii) **Management intervention/referral** prior to an accident/incident or reasonable suspicion request. Referrals made as a part of supervisory performance counseling or intervention shall be kept confidentially, and only necessary persons shall be made aware of these requests.

(iii) **An employee testing positive** for the presence of alcohol or illegal drugs and who is not removed from employment as a result shall be referred to a substance abuse professional for assessment and will be required to fulfill specified steps of treatment before being considered ready for evaluation for return to duty to any position at PSS.

§2229. Return to Duty Evaluation. No employee shall return to work after a positive test for alcohol or drugs (confirmed positive by the MRO) until he or she has been evaluated and released for duty by an SAP.

§2230. Confidentiality and Conduct. A direct request by the employee for assistance may only be made a part of the employee's medical file and may not be included in the employee's Official Personnel Folder. Any related performance issues or disciplinary action, however, may be included in the employee's Official Personnel Folder.

§2231. Freedom from Discrimination. Employees may not have job security or promotional opportunities jeopardized solely because of a request for assistance.

§2232. Notice of Treatment Resources. Any employee testing positive for prohibited drugs and/or alcohol or found to be under the influence of alcohol shall be advised of resources available to evaluate and resolve problems associated with the misuse of alcohol and use of controlled substances, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

§2233. Re-entry to Work After Mandatory Referral.

a. After a positive test result and mandatory referral, no employee may return to work until (1) the employee has been released for work by a designated PSS representative and

the MRO/consulting physician (for drug positives) or PSS 's substance abuse professional (for alcohol positives); and (2) the employee has tested negative on a return to duty drug\alcohol test.

b. In addition, no employee may return to work after a mandatory referral until the employee agrees to a re-entry contract, which shall include the following:

(i) Evidence of a plan setting out aftercare and follow-up treatment procedures with an SAP for a minimum of twelve (12) months. Longer periods of follow-up may be specified by the SAP;

(ii) An agreement to unannounced drug/alcohol testing (for up to five years);

(iii) A statement of expected compliance with PSS work rules, policies, and procedures; and

(iv) An agreement by the employee that violation of the agreement will be grounds for removal.

§2234. Confidentiality, Record Keeping, and Reports.

a. Confidentiality:

(i) Test Results: All test results shall be regarded as medical data and shall be stored in a location separate from the employee's Official Personnel Folder. The status of an employee's drug/alcohol test may only be communicated within the PSS on a strict need-to-know basis. Test results may not be used in a criminal prosecution of the employee without the employee's consent.

(ii) Employee Substance Abuse Professional Referrals: Any knowledge of an employee's attendance at a substance abuse treatment program shall be treated the same as medical data and shall be filed in the employee's medical file. The status of an employee's substance abuse treatment shall also be communicated within PSS on a strict need-to-know basis.

b. Record Keeping: Test/Collection and SAP Records

(i) Original Drug and Alcohol Test Results: Original test results shall be maintained by the MRO and/or BAT.

(ii) PSS Reports: The PSS shall also maintain records received from the MRO, BAT, and SAP regarding test results, which shall be stored in a secure location with controlled access.

(iii) All Other Records: All records relating to the urine and alcohol collection process will be maintained by PSS, the MRO, and the collection site (if other than the MRO and/or on-site collection or breath alcohol test).

c. Record Retention Schedule: Records relating to the administration of this policy including policy and program development, employee awareness and supervisory training, collection site training, and program administration; and records of positive drug and alcohol tests; refusals to take required drug/alcohol tests; calibration documentation; and referrals to the substance abuse professional shall be kept for five years. Records relating to the breath and urine collection process shall be kept for two years. Records of negative drug and alcohol test results shall be kept for one year.

§2235. Business Use of Alcohol. The consumption of alcohol should never be considered a business obligation.

CHAPTER 6: EMPLOYMENT BENEFITS

§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 or injury 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.

d. Employees generally may use their annual leave when and how they wish, so long as they request to use it a reasonable amount of time in advance of the intended use date. However, supervisors may deny an employee's request to use annual leave if there is a rational basis reasonably related to a legitimate concern or interest of the PSS or its students or staff for doing so.

§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 at any time and unused portions shall carry over from year to year.

b. The use of sick leave shall allow the employee to be paid at 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..

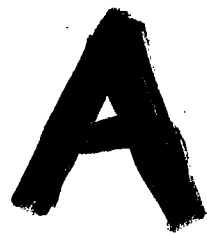
§6309 Maternity/Paternity Leave. Maternity/Paternity leave may be granted by the Commissioner of Education to an employee who is the father or mother of a newborn child or is the father or mother of a newly adopted child. A maximum of 80 hours of paid maternity leave may be granted to an employee in any calendar year. Maternity leave may only be used

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within one month of the birth or adoption of a child. Please also see §6311, Family and Medical Leave.

§6315 Advance Annual Leave. The Commissioner of Education may, for good reason, grant an employee who has been employed by the PSS for over three years, advance annual leave of up to a maximum of one-half of the total earnable leave credits for one year from the date the application is made. Subsequent earnings shall serve to replace the amount of advance leave granted and taken. An employee shall not be granted advance annual leave unless they have already exhausted all of their annual leave.

§6316 Advance Sick Leave. The Commissioner of Education may, for good reason, grant an employee advance Sick leave of up to a maximum of one-half of the total earnable leave credits for one year from the date the application is made. Subsequent earnings shall serve to replace the amount of advance leave granted and taken. An employee shall not be granted advance sick leave unless they have already exhausted all of their sick and annual leave.



**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 Yes No

“no contest” to any felony or misdemeanor?

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

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

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 voluntarily executed the following waivers and notices.

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: one-way transportation and housing. Airfare from the point of hire to the island assigned for work and three days of hotel accommodations and meal allowances are provided for employees and up to three of their dependants who do not already have a place to stay on island. A housing stipend is provided which ranges from \$400 per month to \$600 per month depending upon the number of an employee's dependents. There are a number of conditions attached to these benefits which are explained in the contract addendum.

How do I find out more about the CNMI?

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.

C

EMPLOYMENT CONTRACT FOR NON-CERTIFIED PERSONNEL

THIS CONTRACT FOR SERVICES is made and entered into upon the execution of the last of all the required signatures to this contract, by and between the **PUBLIC SCHOOL SYSTEM OF THE COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS**, P.O. Box 1370, Saipan, MP 96950, a non-profit corporation responsible as the state education agency for 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. If this contract is for less than two years the employee shall be paid a prorated portion of that amount. In the event that the Employee is suspended or discharged for sufficient and just cause in accordance with the PSS regulations, the Employee shall not be entitled to any compensation from and after such dismissal or during the period of such suspension.

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

b. **Overtime:** Non-certified employees, except those who act in a professional, executive, or administrative capacity, are included within the coverage of the Fair Labor Standards Act for

purposes of overtime compensation. This contract notes whether you are a covered employee or exempt from the FLSA on the last page. An employee covered by the FLSA must sign a Compensatory Time Off Agreement along with this contract which permits the 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 PSS Regulations.

b. Non-certified employees shall accrue sick leave at the rate of four (4) hours per pay period. The use of sick leave is subject to the conditions set forth in the PSS Regulations.

11. RESIGNATION: The Employee may resign during the term of this contract only if accepted or agreed to by PSS. It is the practice of PSS not to accept any resignation unless or until a satisfactory replacement assumes the Employee's duties.

a. If the Employee abandons or leaves employment during the contract term within the first two years of employment with PSS without the concurrence of PSS, the Employee shall pay Ten percent (10%) of the Employee's annual salary as 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. The PSS shall concur with an employee's request to abandon or leave employment with the PSS if the reason the employee is leaving employment with the PSS is because of the death of a spouse, child, sibling, or parent or because the employee or a spouse, child, sibling, or parent suffers from a "serious health condition" as defined by §6311 of the Regulations for the Public School System Employment of Non-Certified Personnel which cannot be properly treated in the Commonwealth.

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), and this is the first contract the employee is entering into with the PSS, then the Off-Island Hire Terms and Conditions of Employment, which must be attached hereto, apply to this Contract.

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 a total annual 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 if required.

Fair Labor Standards Act

I certify that this position is:

_____ Non-exempt

_____ Exempt

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: _____



NORTHERN MARIANAS HOUSING CORPORATION

P.O. BOX 514, Saipan, MP 96950

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

NOTICE OF THE ADOPTED DEFINITION OF A FIRST-TIME HOMEOWNER

Pursuant to Public Law 8-41, Section 11, Governor Froilan C. Tenorio and the Northern Marianas Housing Corporation (NMHC) Board of Directors, hereby serve notice that is has adopted the **Definition of a First-time Homeowner** as published in Volume 19, Number 03, dated March 15, 1997, of the Commonwealth Register.

Dated this 4th day of April, 1997.

JUAN S. TENORIO
Chairman
Board of Directors

MARYLOU ADA SIROK
Corporate Director

Date:

4-9-97

Received by: HERMAN T. GUERRERO
Governor's Office

Date:

4/9/97

Received by: SOLEDAD SASAMOTO
Registrar of Corporation



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NUTISIA POT MA ADAPTAN DEFINASION PARA I FIRST-TIME HOMEOWNER

Sigun gi Lai Puplicu 8-41, Seksiona 11, Gobietnu as Froilan C. Tenorio yan i Northern Marianas Housing Corporation (NMHC) Board of Directors, put este man nana'i nutisia na esta ma adapta I Definasion put i **First-time Homeowner** ni esta ma publica gi Baluma 19, Numiru 03, Fecha Matso 15, 1997, gi Commonwealth Register.

Ma fecha este gi 4th Na dia gi Abrit, 1997.

JUAN S. TENORIO
Chairman
Board of Directors

MARYLOU ADA SIROK
Corporate Director

Fecha: 4-9-97

Ma risibi as: HERMAN T. GUERRERO
Ofisinan Gubietno

Fecha: 4/9/97

Ma risibi as: SOLEDAD SASAMOTO
Rehistradoran Kotporasion



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ARONG REEL ADAPTAAL AWEEWEEL MILLE FIRST-TIME HOMEOWNER

Bwelle reel Alle'ghul Toulap ye 8-41, Ta'lil 11, Gobenno as Froilan C. Tenorio me bwal Northern Marianas Housing Corporation (NMHC) Board of Directors, mereel milleel e isiisiwow arong ngaliir toulap bwe a adapta'a'li Aweeweel **First-time Homeowner** iye a arongolong llo'l Baluma 19, maramal Ma'ilap (March) 15, 1997, mereel Commonwealth Register.

Llo'l ra'a'lil ye 4th Maramal Se'e'ta' (April), 1997.

JUAN S. TENORIO
Chairman
Board of Directors

MARYLOU ADA SIROK
Corporate Director

Ra'l: 4-9-97

Bwughiiyal:
HERMAN T. GUERRERO
Bwulasiyool Gobenno

Ra'l: 4/9/97

Bwughiiyal:
SOLEDAD SASAMOTO
Registrar of Corporation