



STATE BOARD OF EDUCATION

Commonwealth of the Northern Mariana Islands ---- *Public School System*
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RESOLUTION NO. 2025-001

A RESOLUTION OF THE COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS (CNMI) BOARD OF EDUCATION (BOARD) ADOPTING STANDARD OPERATING PROCEDURES (SOPs) CONTAINED IN EXHIBITS A, B, C, AND D AND ESTABLISHING THEIR BINDING EFFECT ON THE PUBLIC SCHOOL SYSTEM (PSS) AND ITS STAFF.

WHEREAS, the Board is responsible for establishing policies and procedures governing the PSS in accordance with applicable laws; and

WHEREAS, the Board recognizes the need for clear and consistent SOPs to ensure effective governance, operational efficiency, and compliance with established educational policies and standards; and

WHEREAS, the Board has reviewed the SOPs contained in Exhibits A, B, C, and D and finds them to be in the best interest of PSS, its staff, and students; and

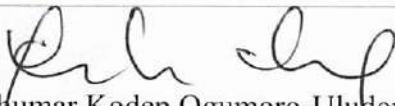
NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the SOPs as set forth in Exhibits A, B, C, and D, and upon the adoption of this Resolution, the SOPs shall be in full effect and binding on PSS and its staff; and

BE IT FURTHER RESOLVED, that any changes, modifications, or deviations from the adopted SOPs must be presented to the Board for approval through formal amendment procedures.

Adopted by the Board of Education on this **8th** day of **April, 2025**.

CERTIFICATION

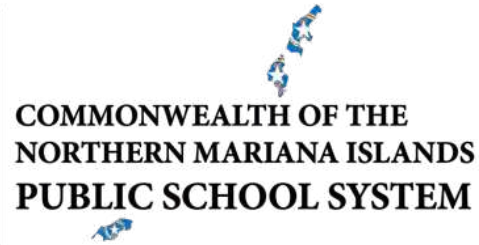
We, the undersigned members of the Board, do hereby certify that the foregoing Resolution was duly adopted by the Board at a meeting held on **April 8, 2025**, with a quorum present and voting.


Aschumar Kodep Ogumoro-Uludong
Chairperson
State Board of Education


Antonio L. Borja
Secretary/Treasurer
State Board of Education



**CNMI
PSS**



FINANCE DEPARTMENT STANDARD OPERATING PROCEDURES

Standard operating procedures (SOPs) can be defined as formal, written guidelines or instructions established by an organization that specifies in detail how to properly accomplish and achieve its goals while ensuring compliance with regulations. An SOP is critical to the organization's effective and efficient operations and requires continuous improvement or revisions on an "as needed" basis. The SOP documents the step-by-step procedures for each office's operations and processes, and serves to fulfill the following purposes:

- To be used as a reference tool for on-the-job training, leaves of absence, fill-ins during vacation, or staff turnover.
- Ensure legality and compliance with BOE Regulations.
- Ensure consistency and uniformity in the execution of procedures for the various processes within each office.
- Ensure transparency and accountability.

This SOP was reviewed and approved by the Commissioner of Education. Any amendments made to this document will require the review and approval of the Commissioner of Education prior to its adoption and implementation.

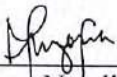
SOP Reference Information:

SOP Version No.: 01

Prepared By:

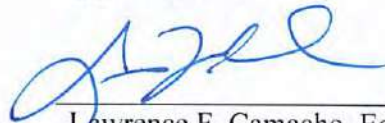


Arlene Lizama
Director of Finance



Natalia Sablan
Comptroller

Approved By:



Lawrence F. Camacho, Ed.D.
Commissioner of Education

Date:

 9/18/24

Approval Date:

 12/11/24

Revision History:

Revision Date:	Section(s) Revised:	Revised By:

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List of Abbreviations and Acronyms:

<u>Abbreviation</u>	<u>Definition</u>
ACH	Automated Clearing House
AWOL	Absence Without Leave
BOE	State Board of Education
CMC	Commonwealth Code
CNMI	Commonwealth of the Northern Mariana Islands
COE	Commissioner of Education
ETC	Education Tax Credit
FHB	First Hawaiian Bank
FPA	Fiscal, Personnel, and Administration
FPO	Federal Programs Office
GAAFR	Governmental Accounting, Auditing, and Financial Reporting
GAAP	Generally Accepted Accounting Principles
NMIAC	Northern Mariana Islands Admin Code
OR	Official Representation
P&S	Procurement and Supply
PL	Public Law
PO	Purchase Order
PSS	Public School System
PTA	Parent Teacher Association
SOP	Standard Operating Procedures
TA	Travel Authorization

1. Treasury Guidelines

1.1 Reference to BOE Regulation

T60-20 Public School System Rules and Regulations, Part 700 § 60-20-701

1.2 Purpose

The following guidelines are established to assist the Public School System (PSS), Finance Department in the proper management of cash handling and related activities. The guidelines below are designed to introduce efficient and effective security measures to provide reasonable assurance and ensure proper internal controls are in place to safeguard PSS assets.

1.3 Authorization

Any and all monetary transactions shall be handled by the Treasurer or his/her designee. No other personnel are allowed in the Treasury Office except for the Director of Finance, the Comptroller, and any designated personnel during the Treasurer's absence. Other personnel may enter only if any of the aforementioned individuals are present in the Treasury Office.

1.4 Segregation of Duties

The responsibility of receiving cash, the depositing of cash and the reconciliation of the deposit shall be separated and performed by different individuals. In cases where staffing levels do not permit the abovementioned segregation of duties, management must be aware of this limitation and additional review of records by the supervisor must be established to ensure adequate accountability of funds.

1.5 Receiving of Payments

1. Pre-numbered receipt forms must be used for each transaction to enhance reconciliation and accountability.
2. A receipt must be written for each payment and copy of the receipt form must be presented to the payer.
3. The receipts must be used sequentially.
4. Missed receipt numbers must be noted on the reconciliation sheet with an explanation and must be voided. The original of the voided receipt must be kept in the receipt file.
5. A cash log must be maintained and signed by the Comptroller or designee.
6. The secured bag and related cash transaction documents must be safeguarded in a secured location at all times to prevent loss, tampering or unauthorized disposal. Any suspected theft or loss must be reported to the Director of Finance promptly.
7. Cash receipts must be reconciled by the Treasurer or designee at the end of each business day using the Daily Sales Report (See **Appendix 1**).

8. The Comptroller or his/her designee shall review and verify Daily Sales Report (See **Appendix 1**).
9. Cash collected may not be used to pay bills or for personal purposes at any time.

1.6 Depositing of Funds

1. Cash to be deposited and the completed deposit form must be placed in a secured bag and must be sealed at the end of each day.
2. Completed deposit form must be reviewed by Comptroller or his/her designee to ensure completeness of all funds collected.
3. The Treasurer and the accountant in charge of making deposits must verify that the total amount on the deposit slip matches to the Daily Sales Report. Each deposit must be recorded in the Daily Sales Report (See **Appendix 1**). Any variance should be noted with explanation.
4. The variance will be reported to the Comptroller or the Director of Finance for further review and solution.
5. Upon completion of deposit, the deposit receipt(s) and Daily Sales Report are handed to the assigned accountant to maintain for reconciliation and audit purposes.
6. The Director of Finance or his/her designee shall verify the deposit amounts reflected in the accounts are in agreement with the departmental records.

1.7 Compliance

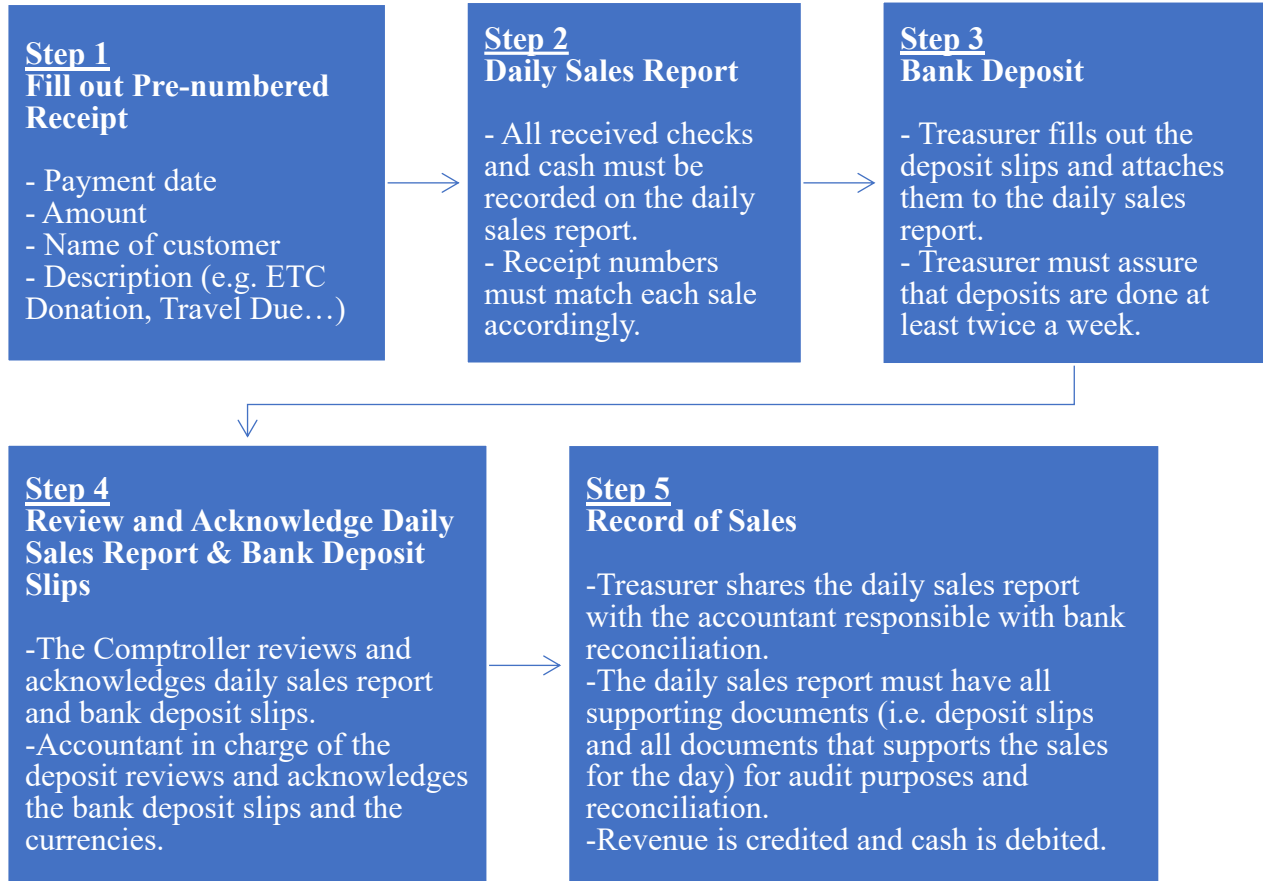
1. These standard operating procedures must be in compliance with Admin Code (T60-20 PSS Rules and Regulations, Part 700 § 60-20-701).
2. Upon receiving approval from the Commissioner of Education (COE), these standard operating procedures shall be distributed and signed by each employee handling cash transactions indicating their understanding of the procedures.
3. All employees with cash handling duties must be trained in cash handling annually and must acknowledge their responsibilities.

1.8 Availability of Documents & Storage of Checks and Receipts

1. Treasury Section shall make any transactional documentation relating to cash collection accessible for auditing purposes upon request.
2. Receipts books (unused) must be kept in the vault in the Treasurer's Office.
3. Checks (unused) must be kept in the vault in the Treasurer's Office.

4. Other various records/documents and similar forms which are intended for use in monetary transactions must be stored in the Vault.

1.9 Receiving Cash/Payments and Deposit of Funds Flowchart



2. Corporate Credit Card Usage

2.1 Reference to BOE Regulation

No Applicable Regulations

2.2 Purpose

The purpose of this policy is to communicate eligibility, usage and payment of expenditure requirements for the PSS corporate card.

2.3 Authorized Uses of the Corporate Credit Card

The corporate credit card is authorized to be used for the following purpose:

1. The purchase of items/services which are not available for purchase from on-island local vendors or where vendors do not accept any other mode of payment, such as ACH or electronic funds transfer, can be obtained by use of the credit card. See section 2.3 No. 4 for samples.

2. Airfare purchases (commutes within CNMI ONLY, i.e Tinian and Rota).
3. Registration fees for conferences and seminars where PSS employees will be in attendance.
4. The purchase of technical manuals and/or publication and subscriptions (i.e. antivirus and security software, accounting software, etc.) where vendors do not accept any other mode of payment except credit card.

2.4 Unauthorized Uses of the Corporate Credit Card

In no event shall the credit card be used for any of the following purposes:

1. Food, meals or beverages
2. On-island purchases where other forms of payments, beside credit cards, is acceptable
3. Personal items
4. Items whose value is greater than \$10,000, except for airfare purposes, is acceptable
5. Cardholders may NOT take cash advances on credit cards

2.5 Custodian of the Corporate Credit Card

The custodian of the corporate credit card will be the COE and the Director of Finance.

The Comptroller of the Finance Department will secure the corporate credit card in the Treasury's safe lock box stored in the vault.

When needed to make purchases, the custodian(s) will request the Comptroller for access to the credit cards and have it returned to the vault after purchases have been confirmed. The log sheet for the corporate card must be updated each time it is taken out from and returned to the vault for any purposes. The Comptroller and the Treasurer or the personnel requesting for credit card use must sign the corporate credit card log sheet.

Dual control **MUST** be in effect at all times when accessing the credit cards, and the log sheet **MUST** be signed by both personnel.

Only the Treasurer and the Comptroller have access to the safe lock box key. In the event the Treasurer or Comptroller is not present, designated personnel will be assigned for dual purposes.

2.6 Application of Procurement Procedures

All purchases of goods and services shall be performed on a competitive basis in accordance with applicable procurement rules and regulations.

2.7 Procedures for Corporate Credit Card Purchase(s)

1. Purchaser must submit a copy of an approved purchase order to the Comptroller prior to the purchase.
2. Purchaser will be required to provide evidence that the product is not available for purchase on-island.
3. Purchaser is required to present evidence that no other mode of payment is acceptable.
4. For commutes, an approved commute form will be required for purchase to be completed.
5. Purchaser will submit a Corporate Credit Card Payment Request (See **Appendix 2**) to the Finance Department.
6. Upon presentation of the required documents to the Comptroller, the Comptroller will review the request for document completeness and approval before presenting it to the Director of Finance.
7. Once approved, the Comptroller and the requestor will perform the payment transaction. After the payment is confirmed, the requestor will sign the “acknowledgement by” signatory line on the Corporate Card Payment Request and the Comptroller signs the “processed by” signatory line.
8. The Comptroller should consolidate all related documents for the purchase and forward them to the assigned accountant to maintain for reconciliation and audit purposes and return the card to the Treasurer.

2.8 Corporate Credit Card Payment

1. Upon receipt of a statement from First Hawaiian Bank (FHB) Corporate Card Center, the Accountant assigned will reconcile each line item on the statement with the credit card purchase files.
2. When the reconciliation is completed, the Director of Finance will review the reconciliation for accuracy and completeness.
3. Once the reconciliation is reviewed and approved by the Director of Finance, a memo addressed to the Director of Finance is prepared by the Accountant in charge of the reconciliation to request for payment of the corporate credit card outstanding balance.
4. The memo should reflect the total payment amount and the charge accounts.
5. The reconciliation sheet should be attached to the memo.
6. Once the memo is approved, the Director of Finance will perform the payment to FHB Corporate Card Center.

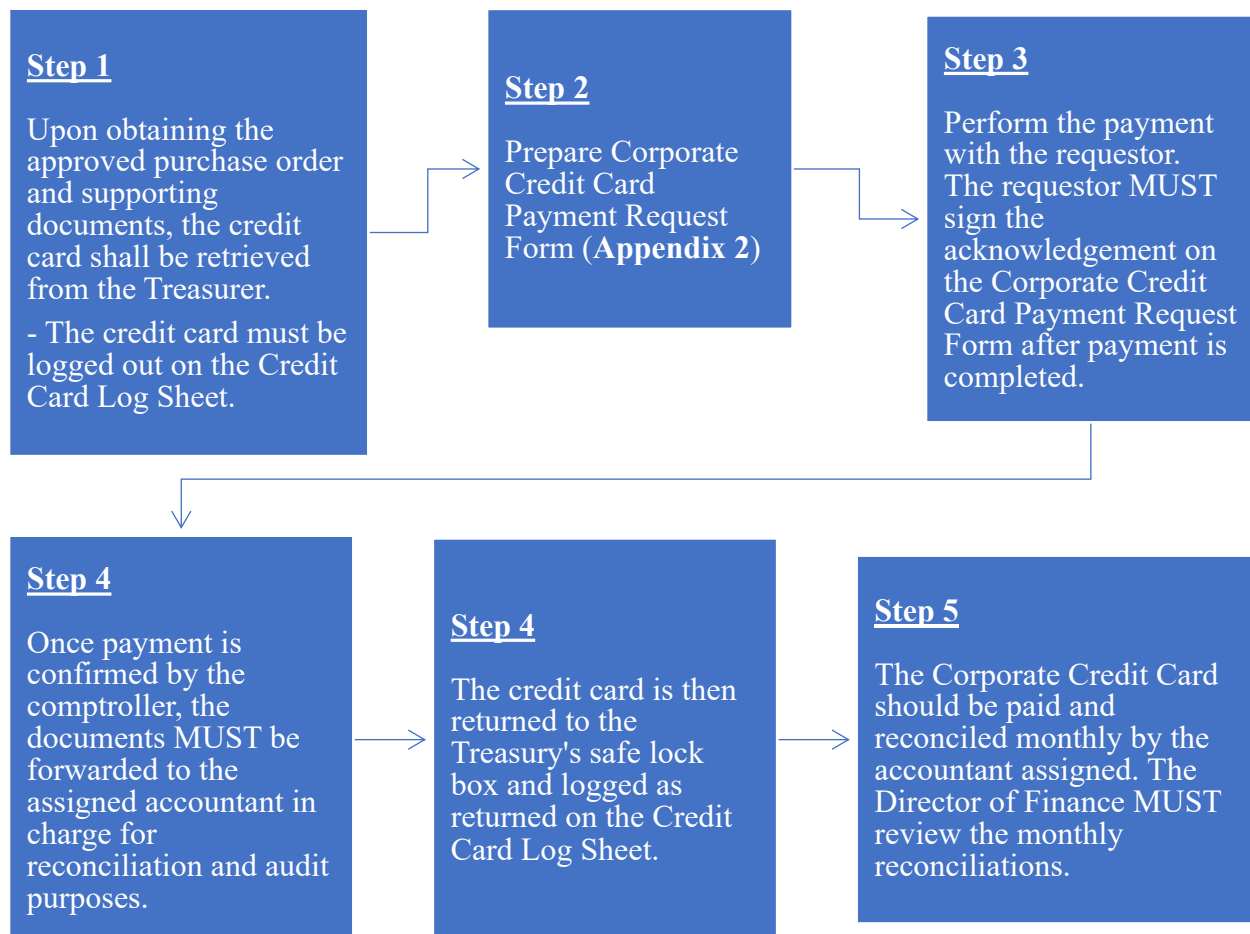
7. Forward corporate card payment receipt to the assigned accountant to record the payment entry on the accounting system and to maintain documents.

2.9 Reporting

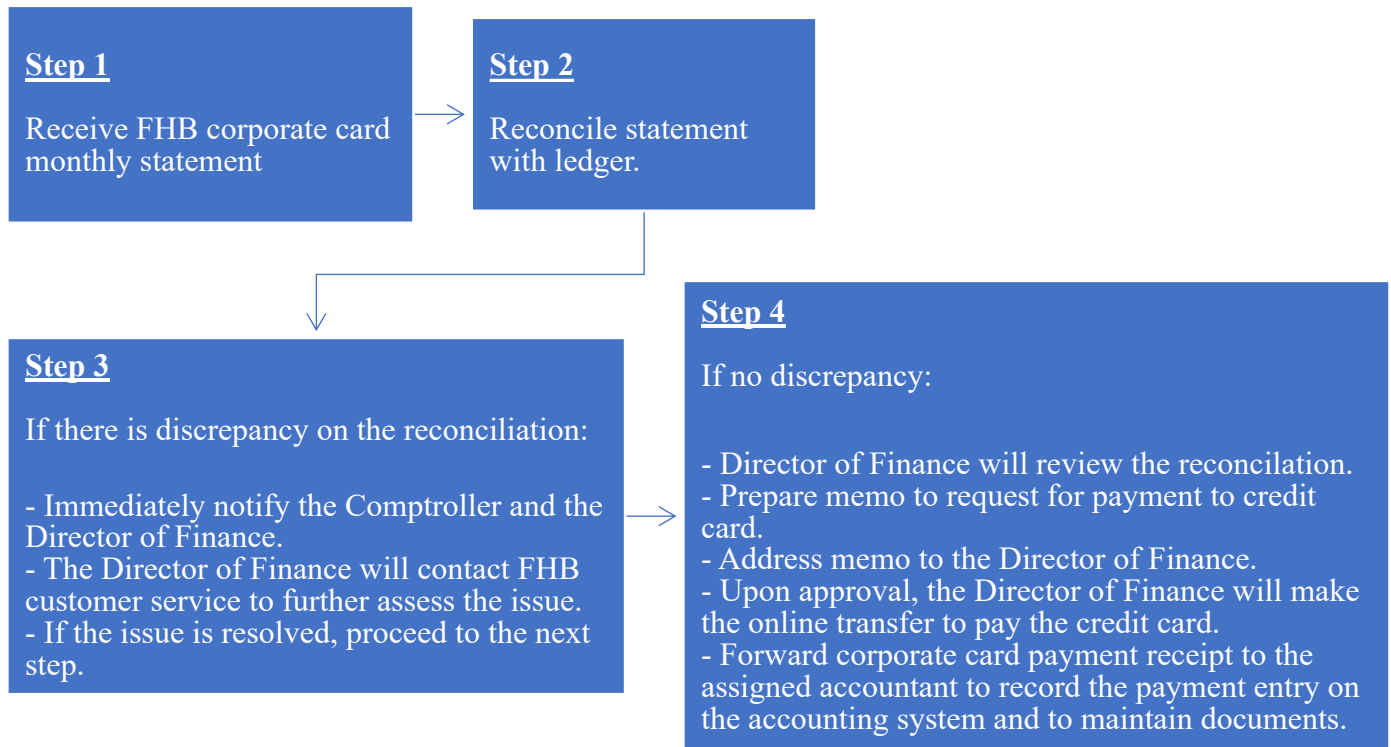
Each month, the Comptroller will provide a reconciliation report to the Director of Finance and the COE detailing the nature and amounts of all credit card charges and payments.

2.10 Corporate Credit Card Usage and Payment Flowcharts

2.10.1 Corporate Credit Card Usage Flowchart



2.10.2 Corporate Credit Card Payment Flowchart



3. Advance Payment Procedures

3.1 Reference to BOE Regulation

T 60-20 Public School System Rules and Regulations, Part 700 § 60-20-705

3.2 Purpose

The purpose of this section is to:

1. To apply stringent criteria for the authorization of prepayments to vendors in order to conserve cash flow.
2. To better account for prepayment transactions and promote more effective inventory control procedures.

3.3 Qualifying Purchases

Only purchases that meet the following criteria shall be approved for prepayment (two qualifying conditions must be met):

1. Vendor requires prepayment to furnish goods or services; AND

2. Vendor supplies unique product or service and requires prepayment, OR
3. All vendors from which quotes were obtained require prepayment, OR
4. Because of prior outstanding obligation of PSS, vendor requires PSS to issue payments before shipment of goods can be delivered, OR
5. The vendor selected submitted the lowest quote.

3.4 Prepayment Processing and Purchase Requisition

1. Every effort must be made to locate vendors who do not require prepayments even if their quotes are marginally higher than a vendor who requires a prepayment.
2. The purchase requisition and justification memorandum MUST:
 - a. Clearly indicate that "Prepayment is required".
 - b. Have a price quotation or pro-forma invoice from vendor attached.
 - c. Have a written request and justification for the prepayment request from the vendor attached.
3. The COE or Director of Finance will individually approve each request for prepayment, verifying that the requesting school or program has met all the criteria and submitted the requisite supporting documents.
4. The PSS Finance Department MUST verify for any outstanding delivery from the existing vendor before processing an advance payment.
 - a. If the vendor has cleared the advance payment verification process, the purchase requisition will be routed for processing of the purchase order (PO) for advance payment.
 - b. If the vendor has an outstanding delivery for which items have not been received from prior PO, the vendor should be notified and have it cleared before processing a new PO for advance payment.
5. When the goods or materials for which a prepayment was made are received, schools or programs shall forward the receiving documents to the Procurement and Supply (P&S) receiving center and the Finance's Accounts Payable section.

3.5 Prepayment Request After Issuance of Regular Purchase Order

1. If a prepayment request is received after a regular PO has been approved, such request MUST meet the requirements under subsection 3.3 and 3.4 above and MUST be fully approved by all required authorized personnel (fully re-routed to all approvers).

2. An indication must be made on the purchase requisition that prepayment is required in compliance with subsection 3.3.
3. The Procurement Specialist **MUST** perform a change order in the accounting system and select “PREPAID” from the special handling dropdown menu. See Figure 1 below:

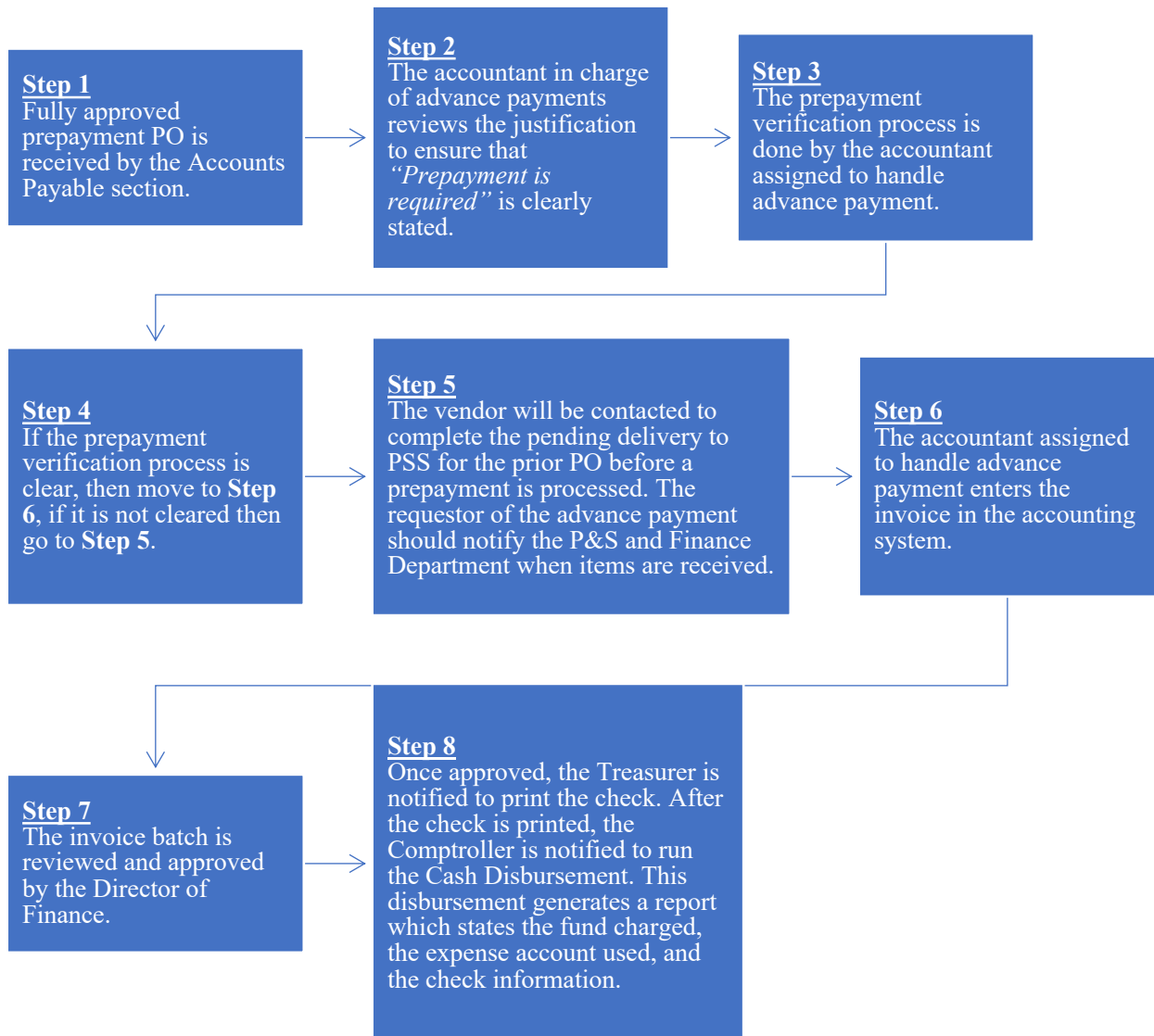
Figure 1: Purchase Order Change Order Entry

3.6 Federal Grants

1. A prepayment request charging a federal grant account must note on the justification memorandum and purchase requisition the expiration date of the grant and that the prepayment is required by the vendor.
 - a. The requesting department or agency must ensure that the federal account is properly charged before the expiration of the grant within the regulatory grace period subsequent to the termination of the grant (generally this grace period extends ninety days beyond the termination of the grant).
2. The school or program placing standing orders or blanket orders (open purchases) that requires periodic shipment of goods and prepayments to the vendor must ensure the following:

- a. The outstanding order must be limited to six months or less, and in no event shall the term of the standing order exceed the end of the fiscal year, regardless of funding source.
- b. The originating school or program will instruct the vendor to:
 - i. Reference the PO No. on all invoices.
 - ii. Send all original invoices to the Accounts Payable Section of the PSS Finance Department.
 - iii. Send all packing slips or shipping documents to the P&S Office.

3.7 Advance Payment Purchase Order (PO) Flowchart



4. Payroll Deductions

4.1 Reference to BOE Regulations

Title 60: Board of Education § 60-20-710 Payroll; Payroll Deductions

4.2 Purpose

The purpose of this procedure is to ensure that the steps required for processing payroll deductions are carried out correctly, efficiently and to standardize the procedure.

4.3 Authorization for Payroll Deduction

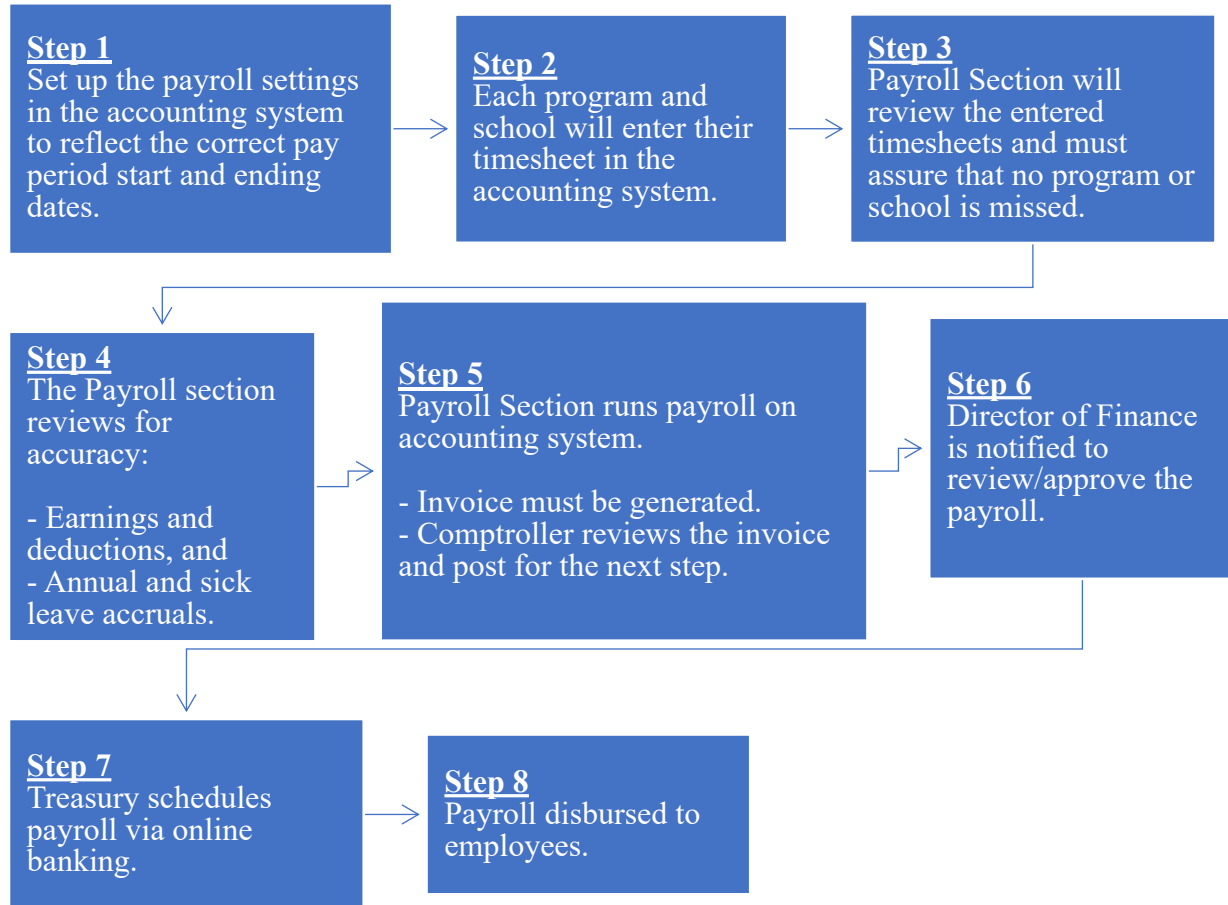
1. Payroll deductions may be authorized for the following reasons:
 - a. Satisfy legal requirements.
 - b. Medical and life insurance premiums.
 - c. Annuity contributions.
 - d. Deductions for money advanced to employee for travel when employee has not repaid submitted appropriate documentation pursuant to BOE regulations regarding travel.
 - e. Employee requested payroll allotments.
2. Employee must complete and sign an Allotment Authorization Form (See **Appendix 3**).
3. Employee must submit completed and signed Allotment Authorization Form (See **Appendix 3**) to the Finance Payroll Section.
 - a. Payroll Accountant enters all allotment form on Fridays on a non-payroll week at 1:30 pm. Allotment Authorization Form(s) received after 12:00 noon on the Friday of a non-payroll week will not be entered until the following non-payroll Friday.
4. The Finance Department may limit the number of employee personal payroll allotments to a maximum of two (2) as needed and required.
5. Finance Department may exercise its right to refuse processing an allotment for any employee pursuant to NMIAC § 60-20-710 (f).

4.4 Processing of Bi-Weekly Payroll

1. Before the Payroll Accountant opens payroll in the accounting system, they **MUST** update the payroll control setting to set the correct codes and pay-period start and ending dates.

2. Once the setting is updated, the Payroll Accountant will open payroll to timekeepers. Each program, school, and department will have one (1) timekeeper to enter all their employee's timesheet.
3. The Payroll Accountant will review and make sure all programs, schools, and departments have entered their timesheet.
4. If the Payroll Accountant notices that a program, school, and department has not entered their timesheet, the Payroll Accountant will contact the applicable program, school, or department to enter their timesheet.
5. If all programs, schools, and departments have completed their timesheet in the accounting system, the Payroll Accountant will proceed with generating the necessary earnings and deductions.
6. The Payroll Accountant will run a report to verify the accuracy of the earnings and deductions generated and ensure there are no discrepancies.
7. The Payroll Accountant will then review and verify the annual leave and sick leave accruals.
8. If discrepancies are identified, the Payroll Accountant will make the necessary adjustments to correct the discrepancies.
9. Once the review is done and there are no discrepancies, the Payroll Accountant will run payroll.
10. A payroll report, also known as an invoice, is then generated for the Comptroller's review.
11. After the review and post of the Comptroller, the Director of Finance is notified to provide approval for the release of the payroll report to the Treasurer.
12. The Treasurer will then run the payroll through ACH.

4.5 Processing Bi-Weekly Payroll Flowchart



5. Non-appropriated Funds and Fundraising Activities

5.1 Reference to BOE Regulation

NMIAC T60-20 Public School System Rules and Regulations: § 60-20-715

5.2 Purpose

The purpose of this is to create guideline that outline how funds from non-appropriated and fundraising should be carried out for schools and programs.

5.3 Definition

Funds derived from sources other than appropriation of the CNMI and federal governments. For purposes of this section, non-appropriated funds include all money raised through fundraising, donations to schools or student groups and other similar activities and are subject to strict accountability.

5.4 Solicitation

Solicitation of funds or other assistance of monetary value from non-governmental sources must be pre-approved, in writing, by the school principal.

5.5 Responsibilities of the School Treasurer

1. A school treasurer shall be appointed by the principal and shall be responsible, in accordance with these policies and other rules and regulations, for receiving and disbursing non-appropriated funds, arranging for adequate safe keeping and maintaining adequate records.
2. The school treasurer shall prepare a monthly report showing a reconciliation statement of the school's fund.
3. The report shall show the previous balance, income and expenses for the month, and the current balance for each activity fund.
4. Copies shall be distributed to each club or activity, the COE, the PSS Treasurer and the PSS Internal Auditor, as of August 15.
5. A yearly report of the school's Non-Appropriated Fund dated as of the 15th of the month, following the last month of the school year, must be ready and accessible for review for the COE, the PSS Treasurer, and the PSS Internal Auditor.

5.6 Activity Fund

1. All non-appropriated funds must be deposited in a checking account. Although the fund is called an "activity fund," other funds are also deposited in the account (examples: funds raised through fundraising, donations to schools or student groups and other similar activities).
2. All non-appropriated funds, except Student Organization Funds (i.e. book clubs or student activity clubs), do not require the signature of a student treasurer or sponsor; only the signature of the person managing the specific activity fund is required when disbursing vouchers for funds.

5.7 Management, Disbursement, and Recordkeeping Procedures and Requirements of Non-appropriated Funds

1. Disbursement of student organization funds will be authorized when one of the teacher sponsors and the treasurer of the activity signs a voucher request for payment. Whereas, other non-appropriated funds would only need the signature of the person managing the specific activity fund as stated in subsection 5.6.2 above.
2. For all disbursement of funds from student organizations, a majority of the members must vote to approve the expenditure. A copy of the meeting minutes must be provided to the school treasurer.
3. For expenditure of all Non-Appropriated Funds, a voucher must be obtained from the school treasurer, who will then issue a check. The person receiving the check will so indicate on the voucher.

4. The person making the purchase will obtain an itemized invoice or purchase slip from the vendor and give it to the school treasurer to be attached to the voucher. In cases where payments are made for services, a receipt is to be obtained from the person receiving the check.
5. Copies of all voucher requests, checks for any disbursements, invoices, purchase slips and receipts shall be maintained by the school treasurer, the teacher sponsor, and the treasurer of the activity, as appropriate.

5.8 Fundraising

5.8.1 Definition

For the purpose of this section, "fundraising" is defined as an activity or event undertaken for the purpose of obtaining money over and above the actual cost of the activity or event and conducted under the auspices of the PSS, its staff or teacher associations, employee organizations and student body councils.

5.8.2 Fundraising Activities

1. All school fundraising activities must be approved by the school administration.
2. All funds generated and collected by a fundraising activity shall be used solely for the purposes for which they were approved, except when authorized by the school administration.

5.8.3 Prohibition

1. No sale or drinking alcoholic beverages shall take place at any school related activity regardless of where it is held.
2. Sale of food items prior to breakfast or lunch time in the school will not be allowed unless approved by the principal.
3. Fundraising activities that will hamper operations of the schools or will take away instructional time from the students shall not be allowed.
4. No fundraising activity shall be approved unless the funds are to be used in conjunction with PSS programs and activities.

5.8.4 Educational Purpose

1. The purpose of the fundraising must be to support educational purposes but may not conflict with instructional time or other policies. An educational purpose may go beyond the formal study of traditional academic subjects. Educational purposes include, but are not limited to:
 - a. The discovery and understanding life skills

- b. Community awareness
 - c. Cultural diversity
 - d. Language development
 - e. Natural resources
 - f. Social structures
 - g. Political systems
 - h. Historical perspectives
 - i. Character development
2. Fundraising activities involving students as candidates for Kings and Queens will be approved if a majority of the PTA members of the respective schools and the principals agree.

5.8.5 PTA Fundraising: Conditions and Requirements

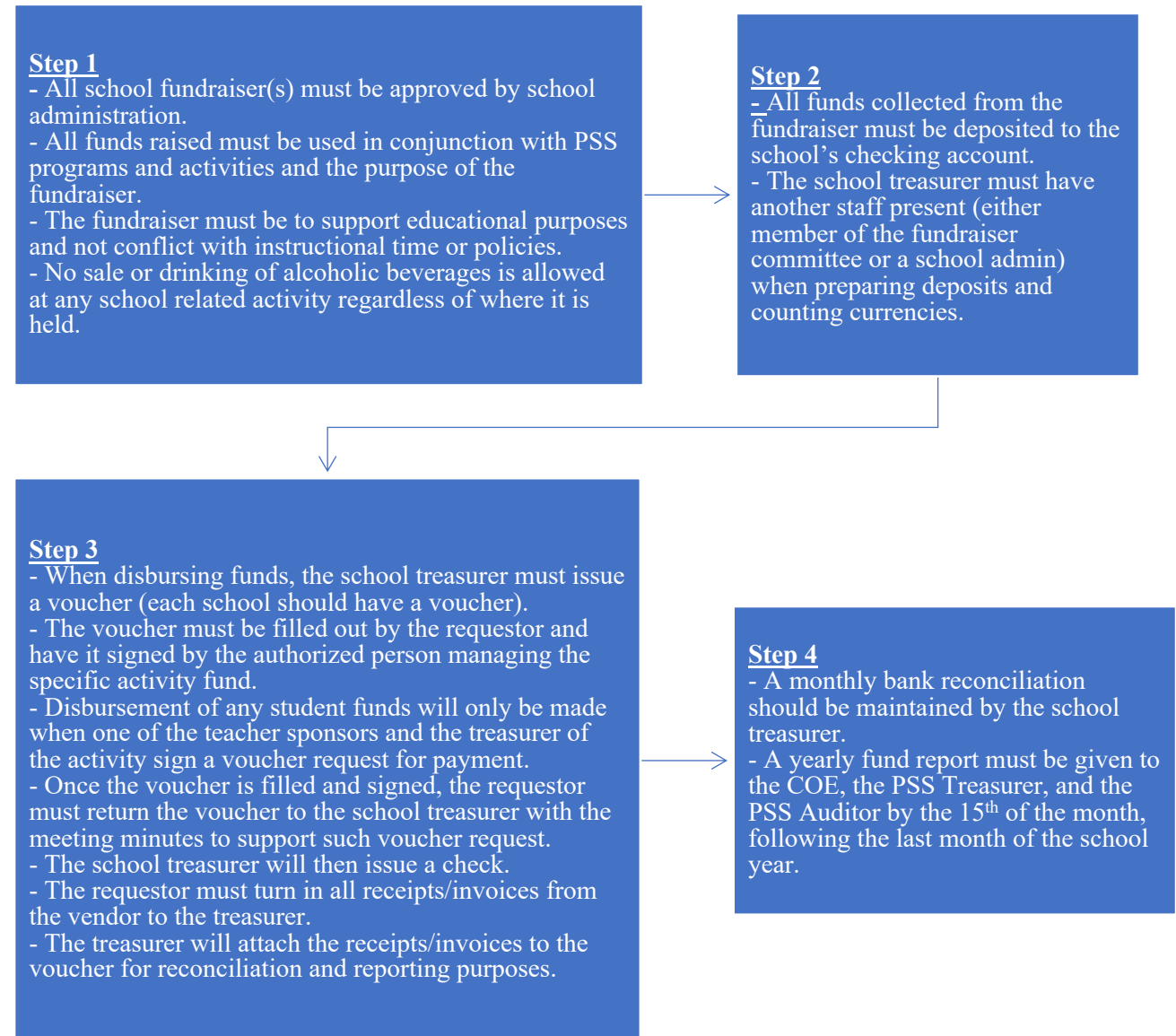
1. Money raised and activities planned and pursued by PTAs must be done in a manner that will not reflect poorly upon the PSS's good name in the CNMI community.
2. The COE, in consultation with various PSS staff and PTA members, should establish financial, open records, ethical, accounting and any other necessary requirements that all PTAs must follow in order to be allowed to use the PSS's or any of schools' names for fundraising or other similar activities. It is anticipated that the PSS's Internal Auditor will strictly enforce appropriate accounting and financial record keeping practices. Appropriate legal action may be taken against PTAs that do not follow the COE's guidelines.
3. At the end of each month, each PTA must submit a report including an itemized list of all money or gifts received by the PTA and all items purchased by the PTA or other money spent by the PTA.
4. The quarterly financial status reports of the PSS shall include the status report of all funds raised by PTA, students and individual schools. Donations of any kind will also be part of the report.

5.8.6 Audits, Violations and Additional Procedures

1. All student organization officers, sponsors, or any other individual involved in working with non-appropriated funds shall be made aware of applicable BOE regulations and these SOPs.

2. Any violation of standing policy will result in the termination of fundraising authorization possible legal action taken by the PSS.
3. As authorized by regulation, the COE may establish additional procedures by regulation or these SOPs that shall govern activities and to effectively implement this section.
4. A fund audit for any school associated groups, which have fundraised under the auspices of PSS, shall be undertaken at the request of the CNMI BOE, the COE, the school principal or as required by CNMI law.

5.9 Non-Appropriated Funds Flowchart



5.10 PTA Fundraising Activities Flowchart

Steps 1 through 4

- Must be the same for PTA fundraiser activities as stated in subsection 5.9.
- The PTA treasurer is in charge of all vouchers, bank reconciliations, and all fund reporting.
- The PTA must have their separate checking account and must not share with the school's bank account.

6. Travel Outside the CNMI

6.1 Reference to BOE Regulation

Title 60: Board of Education § 60-20-720 Accounting and Reporting; Travel Outside the CNMI

6.2 Applicability and Coverage

1. Applies to official travel outside the CNMI performed in the best interest of the PSS.
2. This section covers all PSS employees and the BOE. Coverage also extends to consultants and other individuals such as students and parent chaperones, and advisory council members who are traveling on official business for the PSS.
3. This section does not apply to travel for the purpose of repatriation or other travels for which additional regulations may be established and approved by the BOE.

6.3 Travel Authorization (TA)

1. All official travel shall be authorized with an approved travel authorization (TA). Situations requiring emergency official travel shall be permitted upon approval of a written justification. The written justification should be addressed to the COE and a second justification from the COE addressed to the BOE Chairperson.
2. Trip-by-trip authorization shall be issued to allow an individual to perform official travel (See **Appendix 4** for relevant TA forms). The authorization shall include:
 - a. Specific purpose
 - b. Justification memorandum for travel (one addressed to the COE and a second memo from the COE addressed to BOE Chairperson)
 - c. Document of invitation, agenda, and/or training registration

- d. Airfare quotation and proposed itinerary obtained from at least two (2) or more travel agencies stating the following:
 - i. Schedule of departure.
 - ii. Schedule of arrival.
 - iii. Final destination.
 - iv. Estimated airfare cost.
- e. For groups of five (5) or more, an 'Intent to Travel Memorandum' will be prepared by the travelers and the document must be approved by the COE. This 'Intent to Travel Memorandum' shall detail at a minimum the following:
 - i. Explicitly state important dates (final date of ticket payment, date registration must be paid, etc.);
 - ii. Justification for the number of chaperones;
 - iii. For employees who intend to take side trips during their official travel, the employee(s) must state the dates in their justification memo to the COE attached with the approved leave form.
- 3. All travel outside of the CNMI by PSS employees, students, parents and appropriate consultants and guests shall be requested by the principal or program manager through the COE and authorized by the BOE Chairperson or his designee as the approving officer.
- 4. All travel outside the CNMI by the COE, BOE key staff, and BOE members other than the BOE Chairperson shall be signed by the traveler as the requester and the BOE Chairperson or his designee as the approving officer.
- 5. All travel outside of the CNMI by the BOE Chairperson shall be requested by the BOE Chairperson and approved by the BOE Vice Chairperson.
- 6. The PSS Finance Department may require the travel requests to be submitted beyond the minimum ten (10) working days prior to the commencement of travel to allow time for clearance processes within the PSS Finance Department.
- 7. Instructions for travelers shall be attached to all approved TAs notifying travelers of their responsibilities in accounting for all procurement documents such as unused tickets, coupons, receipts, and other documents that will be required for completion of vouchers or for accounting for travel cancellations (See **Appendix 4(d)**).

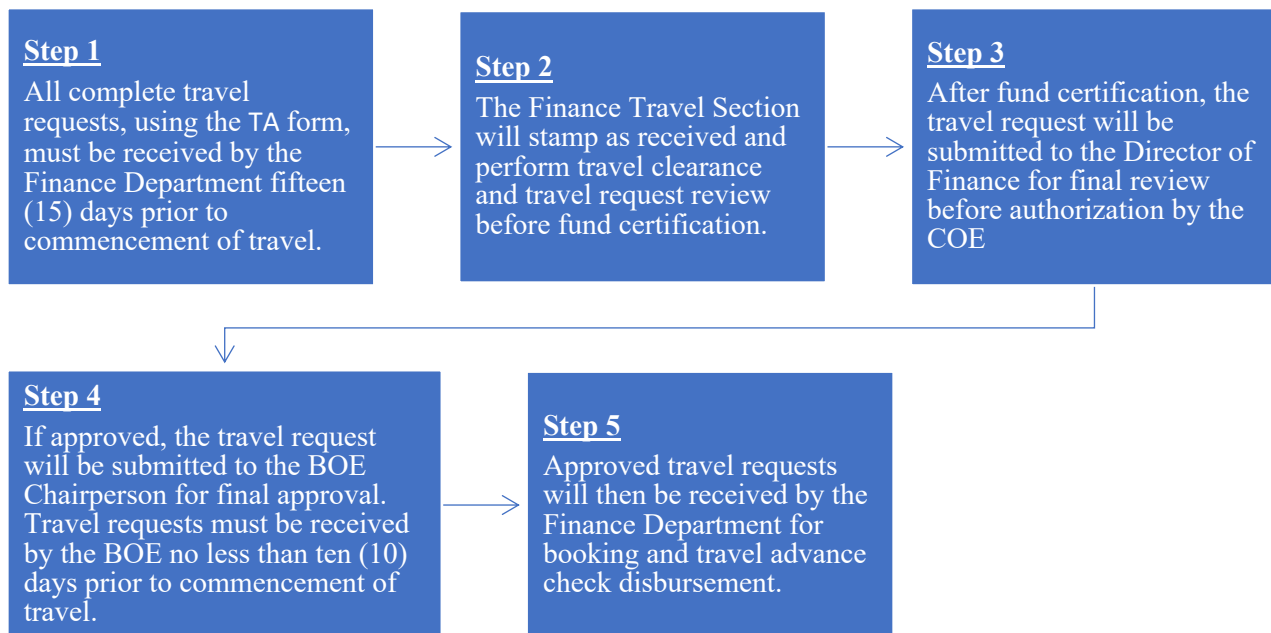
8. TAs shall not be issued if there is an outstanding voucher or if an outstanding expense by the traveler has not been verified. Exceptions to this rule may be made at the discretion of the COE or the BOE Chairperson, as appropriate.
9. TAs may be amended only upon approval by the requesting and approving officials. A justification memorandum for the amendment must be attached and addressed to COE and to the BOE Chairperson. Any diversion from what was specified on the approved TA must be presented as an amended TA and shall be approved by the appropriate requesting and approving officials. Amendments to TAs must be in the interest of the PSS.

6.4 Travel Approval Process

1. All complete travel requests, using the TA Form (See **Appendix 4(b)**), must be received by the Finance Department no less than fifteen (15) days prior to commencement of travel.
2. Upon receipt, the Finance Travel Section will stamp as received and enter in the Commute/Travel Log Sheet.
 - a. The Travel Section will log the following information:
 - i. Date received
 - ii. Traveler name(s),
 - iii. Destination,
 - iv. Travel dates,
 - v. Purpose of travel/commute
 - vi. Charge account
3. The Travel Section will then perform a review of the travel request and conduct a clearance of the traveler(s) before fund certification.
 - a. For the clearance process, all prior commutes/travel records will be reviewed.
 - i. If there is no outstanding travel voucher from any prior commute/travel, the request will be routed for fund certification.
 - ii. If there is any outstanding travel voucher from any prior commute/travel, the traveler(s) will be notified of the pending obligation before the commute request can be further processed.
4. After the traveler clearance review, the travel request will go through fund certification.

- a. All federally funded commutes will be submitted to the Federal Programs Office.
 - b. All locally funded commutes will be submitted to the Comptroller for fund certification.
5. After fund certification, the travel request will be submitted to the Director of Finance for final review before authorization by the COE followed by submission to the BOE Chairperson for final approval. The BOE Chairperson must receive the COE approved travel request no less than ten (10) days before the travel commencement date. Submission to the BOE Chairperson with less than ten (10) days before the travel commencement date must be accommodated with waiver request justifying the purpose of delay and is subject to approval by the BOE Chairperson.
 6. Approved travel requests will then be received by the Finance Department for booking and travel advance check disbursement.

6.4.1 Travel Approval Process Flowchart



6.5 Travel Expenses

Travel expenses anticipated in the fulfillment of an official travel may include the following:

6.5.1 Transportation

PSS will authorize the mode of transportation which will result in the greatest advantage to the PSS considering factors such as per diem, overtime, lost worktime, transportation costs, distance of travel, number of travelers, and stopovers. Travel by common carrier, which is most efficient and economical to the PSS, shall be selected unless this will impose undue hardship upon the traveler or would seriously interfere with the performance of business by the traveler.

6.5.2 Individual travel

Payment for ground transportation will be \$30 per day per individual. No receipts are necessary as this is a per diem travel expense.

In certain circumstances the traveler may find it more convenient to rent a car. The rate for the car should not be higher than the federal rates for the economy car. Please check with the Travel Section of PSS for the allowable rate for the rental car (rates will vary by city).

The traveler will be paid the difference between the car rental cost and the ground transportation per diem. The traveler will be expected to pay the car rental agency. Receipts for the car rental are necessary for reimbursement. PSS will not pay car rental agencies directly.

6.5.3 Group Travel

Payment for ground transportation expenses can be handled in either of the following ways if the group agrees. If the group cannot agree, then the default shall be (6.5.3.b) below.

6.5.3.a "Group" Definition

If the travel in question involves students, a "group" shall consist of a chaperone and the children he/she is immediately responsible for. More than one "group" may be present on any one trip.

6.5.3.b Group travel without vehicle rental

If the group elects to not rent a car, then each individual member of the group shall be given a \$30 per diem for such transportation. The travel voucher must show the total ground transportation received for each traveler.

6.5.3.c Group travel with vehicle rental

In the event the group elects to rent a car, a ground transportation per diem shall not be given to any traveler. Instead, the designated driver in the group shall receive an advance to pay or the cost of the vehicle rental. No other person will receive any funds for transportation expenses. The designated driver who receives payment from PSS for the rental shall be responsible for renting the vehicle or be liable for the reimbursement of the funds to PSS.

Upon submission of the travel voucher, receipts must be submitted to PSS to certify the rental. Actual cost of the rental is allowable and the difference between the funds advanced and the actual cost will be reconciled.

6.5.4 Insurance for Collision Damage and Liability

Insurance for collision damage and liability shall be paid by PSS for official travel requiring the use of a vehicle and as authorized in the TA. Travelers MUST obtain collision damage and liability insurance when renting or otherwise obtaining a vehicle. Damages to rented vehicles may be paid up to the deductible amount shown in the rental contract if it can be proven that the damage occurred while the vehicle was used for official business only. Personal accident insurance is reimbursable.

6.5.5 Termination of travel due to illness

1. Termination of travel due to illness may be authorized prior to completion of temporary duty assignment.
2. Termination of travel because of the traveler's own misconduct shall be at the expense of the traveler.
3. Whenever a traveler interrupts his/her travel for personal reasons, due to illness, or injury not due to his/her own misconduct, the proper leave application must be filed with the voucher and approved by the authorized official.
4. The travel advance payment must be made in full to PSS Treasury within five (5) working days unless exempted by the COE.

6.5.6 Voluntarily Cancellation of Reservation on the part of the employee

1. Voluntary cancellation of reservation on the part of the employee shall be at the expense of the employee and not the PSS. Employees on official travel status shall not voluntarily cancel their reservations if it will interfere with performance of official duties. The travel advance payment must be made in full to PSS Treasury within five (5) working days unless exempted by the COE.
2. Employees who voluntarily delay their travel while on official duty enroute to home destination shall be charged annual leave for additional hours or days that they miss because of voluntary postponement of travel, if approved in advance per the annual leave regulations.
3. Those employees who voluntarily delay their travel while on official duty en-route to home destination without prior approval will be charged absence without leave (AWOL) and may be otherwise disciplined, including losing future travel privileges.

6.5.7 Travel Routes Other Than What was Authorized

Travel routes other than what was authorized shall be allowed when there is no additional expense incurred by PSS.

6.5.8 Expenses Incurred Due to Cancellation of Flights by the Airline

Expenses incurred due to cancellation of flights by the airline shall be the responsibility of the airline. Lodging and meal expenses incurred because of flight cancellation shall be the responsibility of the airline. It is the responsibility of the traveler to ensure that the airline covers these costs.

6.5.9 Miscellaneous Expenses

Miscellaneous expenses such as excess baggage, communication costs, gasoline, baggage transfer and others that are incidental to performance of official business shall be reimbursed only when authorized and when accompanied by explanation for each expense item.

6.5.10 Per Diem Rates

Per diem rates shall be established by the BOE in accordance with board policy and CNMI law. Per diem rates shall be the standard form of travel reimbursement for PSS travelers unless otherwise requested and authorized. It is assumed that the per diem rate will cover all expenses other than airplane transportation and ground transportation.

6.5.11 Actual Subsistence Rates

Actual subsistence rates may be requested, if appropriate for the nature of business to be conducted and must be authorized by the COE or the BOE Chairperson. Appropriate circumstances may include conferences held in hotels where the per diem rate would not be sufficient to cover travelers' expenses.

The actual subsistence rate is determined by the reasonable cost of lodging for the number of days authorized plus the amount established by the BOE for meals per day. Cost of ground transportation related to official business activity may be reimbursed in addition to the set amount per day for meals and miscellaneous subsistence expenses.

Receipts for ground transportation expenses shall be attached to the voucher for reimbursement. Actual subsistence reimbursement shall not exceed 55% of the established per diem rate. Lodging, transportation and receipts for any claimed miscellaneous expenses must be submitted with the travel voucher.

6.6 Travel Authorization with No Expense to PSS

1. A travel authorization showing zero travel expenses must be approved for travel funded by agencies other than PSS.
2. All travel funded by agencies other than PSS and involving PSS staff must be in the interest of PSS.
3. As applicable, PSS staff who require additional days from duty station for personal reasons not related to the purpose of the official travel under this subsection must apply for leave. The leave application must be attached to the travel authorization.

6.7 Travel Advance

1. A travel advance form shall be filed by the traveler to authorize release of checks. The travel advance form shall be submitted with the travel authorization.
2. Travel advance checks shall be released on a timely basis. Ninety percent (90%) of the travel advance allowed shall be issued to the traveler prior to the commencement of the travel. The remaining ten percent (10%) shall be issued only upon travelers' completion and filing of the appropriate supporting documents with the PSS Finance Department within fifteen (15) working days upon completion of travel. Travel advance should be considered as a loan to the traveler until proper reconciliation of approved travel expenses has been authorized and no outstanding amount is due to either the traveler or the PSS.

6.8 Travel Voucher

The traveler must complete and file a travel voucher form (see **Appendix 4(e)**) to including the following information:

1. Date of voucher
2. Date of arrival and departure
3. Location
4. Purpose
5. Note any departure from approved travel routes and delays

6.8.1 Submission Deadline

Travelers are solely responsible for the preparation and submission of all travel vouchers and shall be held accountable for any missing documents or any failure to file in a timely manner.

Travelers must file a travel voucher with supporting documentation within fifteen (15) working days upon completion of travel. Travelers who fail to meet this deadline will forfeit the remaining ten percent (10%) of the cost of travel and will be subject to payroll deduction of the entire amount of the advance.

6.8.2 Travel Using Per Diem Rate

For travelers using the per diem rate, the following items must be submitted with the voucher:

1. An approved detailed trip report (see **Appendix 4(f)**) explaining the following:
 - a. The purpose of the travel,
 - b. The event or meeting attended (if appropriate), and
 - c. The benefit to the traveler and the PSS.

All trip reports must be submitted to the traveler's supervisor for approval before submission to the PSS Finance Department. The sufficiency of the trip report shall be determined by the traveler's supervisor, who shall approve the report and return to the traveler for submission to the PSS Finance Department. If insufficient and not approved, the supervisor shall return the trip report to the traveler and request for more information from the traveler before resubmission to the supervisor.

2. Conference receipt, if applicable;
3. Airline ticket stub/boarding pass; and
4. Any unused ticket coupons.

6.8.3 Travel Using Subsistence Rate

For travelers using the actual subsistence rate, the following documents must be submitted with the travel voucher:

1. An approved detailed trip report following the same procedures set forth above in section 6.8.2 #1.
2. A detailed statement justifying why the actual subsistence rate is/was necessary for the business conducted.
3. Airline ticket stub/boarding pass.
4. Conference receipt, if applicable.
5. Lodging receipt.
6. Car rental receipt.
7. Receipts for any claimed miscellaneous expenses other than for meals.
8. Any lack of receipts must be fully explained.

TAs approved by PSS, but at the expense of agencies other than PSS require submission of a voucher upon completion of travel.

6.8.4 Official travel with Leave

Travelers must submit any appropriate leave applications.

6.8.5 Travel Deduction

1. Within thirty (30) working days after the voucher was or should have been submitted, the Travel Section of the PSS Finance Department will issue the employee a statement notifying him/her of any discrepancies in the submitted documents and all amounts owed to PSS as determined on the Liquidation Form (see **Appendix 5**). This statement shall include the following:
 - a. The date of each travel resulting in an outstanding balance;
 - b. The place of each travel resulting in an outstanding balance;
 - c. The amount advanced for each trip;
 - d. The amount owed for each trip;
 - e. The total amount owed;
 - f. Any discrepancies or problems with the submitted documents; and

- g. Notification that the amount will be deducted (in increments) from the employee's paycheck beginning the next pay period unless resolved (See **Appendix 6**).
- 2. In no case shall a payroll deduction exceed more than thirty percent (30%) of the employee's gross paycheck unless the employee is leaving PSS. Payments owed to PSS may be deducted over several pay periods, if necessary.
- 3. If the travel advance exceeds reimbursement due, the balance will be deducted from the traveler's paycheck after the notice of the balance due, but no later than fifteen (15) days after the traveler has been officially notified of the amount due to PSS.

For BOE members, deductions shall be made from honorarium payments. For all non-employee travelers, including BOE members, if future travel is approved, the deductions for amounts owed may be made from the per diem advance for the next travel.

- 4. If travel is cancelled for any reason, immediate refund of the travel advance must be made.
- 5. The traveler must: (1) cancel the booking with the travel agency and (2) notify the Finance Travel Section that the travel was cancelled.
- 6. Employee will be notified that a payroll deduction shall be made from the employees next paycheck and the deduction shall be made no later than fifteen (15) days after the notice.
- 7. Responsibility for examination of voucher and supporting documentation rests with the PSS Finance Department staff. Vouchers must be accurate, and expenses claimed authorized. Notes shall be made by the examiner if any discrepancy exists and forwarded to the traveler for clarification or correction. All travelers must respond with the requested supporting information to avoid forfeiture of the ten percent (10%) and/or to avoid any payroll deductions.
- 8. Appropriate procedures including possible legal action may be initiated in case of fraudulent claims. Documentation of this process must be made in writing by the PSS Finance Department and the appropriate official of PSS.

7. Travel Within the CNMI

7.1 Reference to BOE Regulation

Title 60: Board of Education § 60-20-721 Accounting and Reporting Travel Within the CNMI

7.2 Applicability and Coverage

This section applies to official commutes performed in the interest of the PSS by its employees and the BOE. Other individuals covered by this section include, but are not limited to, consultants, and individuals, such as students and parent chaperones, and advisory council

members who are traveling on official business for the PSS. This section shall not apply to travel outside of the CNMI for which additional regulations may be established and approved by the BOE.

Commutes are considered to be travel within the CNMI. Only official commutes that are considered necessary to accomplish a specified purpose for PSS shall be authorized.

7.3 Commute Form

1. All official commutes shall be initiated and authorized with an approved Commute Form (see **Appendix 7**).
2. Commuters are responsible for the preparation and submission of the Commute Form.
3. The Commute Form shall contain:
 - a. Specific purpose
 - b. Name of commuter
 - c. Position/Department
 - d. Itinerary (schedule of departure, arrival and final destination)
 - e. Dates and time of travel
 - f. Flight numbers for origin and destination
 - g. Signature of requesting party

7.4 Requesting Party

1. Commutes by PSS employees, students, parents and appropriate consultants and guests shall be requested by the principal or program manager.
2. Commutes by the COE, BOE key staff, BOE members and Principals or Program Managers shall be signed by the commuter as requester.

7.5 Commute Expenses

Expenses anticipated in the fulfillment of an official commute may include the following:

7.5.1 Per diem

Rates shall be established by the BOE in accordance with BOE policy and CNMI law. Per diem rates shall be the standard form of commute reimbursement for PSS commuters unless otherwise requested and authorized.

Per diem shall cover all travel related expenses other than airfare, ground transportation costs, and other approved reasonable travel expenses necessary to accomplish official duties for PSS.

7.5.2 Air Fare

Commuters are required to arrange their own airline reservation. Airline tickets will be purchased by the PSS Finance Department.

7.5.3 Accommodations

Commuters are required to arrange their own hotel reservations. Accommodations will be paid by the commuter out of the per diem rate received.

7.5.4 Transportation

PSS employees should use reasonable efforts to obtain the use of a PSS vehicle during their commute.

7.5.4.a Ground Transportation

Ground transportation will not be authorized unless there is no available PSS vehicle or car rental.

7.5.4.b Car Rental

Car rental will be authorized as follows:

1. Individual commutes: Reservations must be arranged by the commuter. The rate for the vehicle should not be higher than the federal rates for the economy car. Please check with the PSS Finance Travel Section for the allowable rate for the rental car. The commuter will be expected to pay the car rental agency directly. PSS will not pay car rental agencies directly. Receipts for the car rental are necessary.
2. Group commutes: For commuters from the same point of origin commuting on the same dates with the same scope of work, one (1) car rental shall be issued per every four (4) commuters in the group.

For commuter groups of less than four (4) commuting on the same dates with the same scope of work one (1) rental car shall be authorized for the group.

One (1) person in the group shall receive an advance to pay for the cost of the vehicle. No other person in the group will receive funds for car rental. Receipts for the car rental are necessary. PSS will not pay car rental agencies directly.

7.5.5 Insurance for Collision Damage and Liability

Insurance for collision damage and liability shall be paid by PSS for official commutes requiring the use of a vehicle and as authorized in the Commute Form. Commuters are required to obtain collision damage and liability insurance when renting or otherwise obtaining a vehicle. Damages to rented vehicles may be paid up to the deductible amount shown in the rental contract if it can be proven that the damage occurred while the vehicle was used for official business only.

Personal accident insurance is reimbursable.

7.5.6 Voluntary Cancellation of Reservation on the Part of the Employee

Voluntary cancellation of reservation on the part of the employee shall be at the expense of the employee and not the PSS. Employees on official commute status shall not voluntarily cancel their reservations if it will interfere with performance of official duties. Employees who voluntarily delay their commute while on official duty enroute to home destination shall be charged annual leave for additional hours or days that they miss because of voluntary postponement of the commute, if approved in advance per the annual leave regulations. Those employees who voluntarily delay their commute while on official duty enroute to home destination without prior approval will be charged absence without leave (AWOL) and may be otherwise disciplined, including losing future commuting privileges.

7.5.7 Termination of Travel Due to Illness

Termination of commute due to illness may be authorized prior to completion of temporary duty assignment. Termination of travel because of the travelers' own misconduct shall be at the expense of the traveler.

7.5.8 Miscellaneous

Miscellaneous expenses such as excess baggage fees, necessary communication costs, gasoline reimbursements, baggage transfer and others that are incidental to performance of official business shall be reimbursed only when authorized and when accompanied by explanation for each expense item.

7.6 Commute Advance

Commuters will receive a onetime advance for commuting expenses.

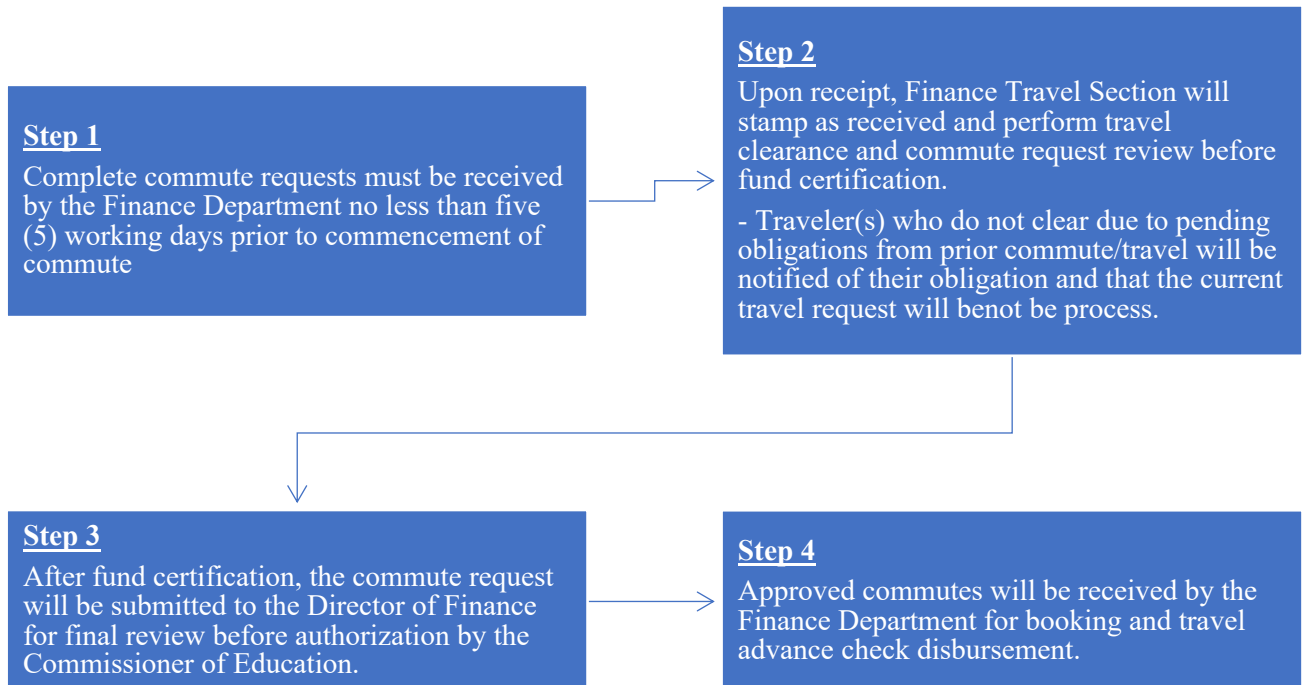
The commute advance should be considered as a loan to the commuter until proper reconciliation of approved commuting expenses have been authorized and no outstanding amount is due to either the commuter or the PSS.

7.7 Commute Request Submission Process

1. All complete commute requests must be received by the Finance Department no less than five (5) working days prior to commencement of commute with exception for emergency purposes.
2. Upon receipt, Finance Travel Section will stamp as received and enter in the Commute/Travel Log Sheet.
 - a. The Travel Section will log the following information:
 - i. Date received
 - ii. Traveler name(s), destination, travel dates, purpose of travel/commute
 - iii. Charge account

3. The Travel Section will then perform a review of the commute request and conduct a clearance of the traveler(s) before fund certification.
 - a. For the clearance process, all prior commutes/travel records will be reviewed.
 - b. If there is no outstanding travel voucher from any prior commute/travel, the request will be routed for fund certification.
 - c. If there is any outstanding travel voucher from any prior commute/travel, the traveler(s) will be notified of the pending obligation before the commute request can be further processed.
4. After the traveler clearance review, the travel request will go through fund certification.
 - a. All federally funded commutes will be submitted to the Federal Programs Office.
 - b. All locally funded commutes will be submitted to the Comptroller for fund certification.
5. After fund certification, the commute request will be submitted to the Director of Finance for final review before authorization by the COE.
6. Approved commutes will be received by the Finance Department for booking and travel advance check disbursement.

7.7.1 Commute Request Submission Process Flowchart



7.8 Travel Voucher

Commuters are solely responsible for the preparation and submission of all travel vouchers and shall be held accountable for any missing documents or any failure to file in a timely manner.

The commuter must complete and file a travel voucher form following these procedures.

7.8.1 Reporting Deadline

Commuters must file a travel voucher with supporting documentation within fifteen (15) working days upon completion of each individual commute as set forth on the Commute Form.

Commuters who fail to meet this deadline will be subject to loss of future commuting privileges.

Commuters who fail to submit travel vouchers and supporting documentation within fifteen (15) days will be subject to payroll deduction of the entire amount of the advance and loss of commuting privileges.

7.8.2 Travel Voucher Requirements

The following items must be submitted with the voucher:

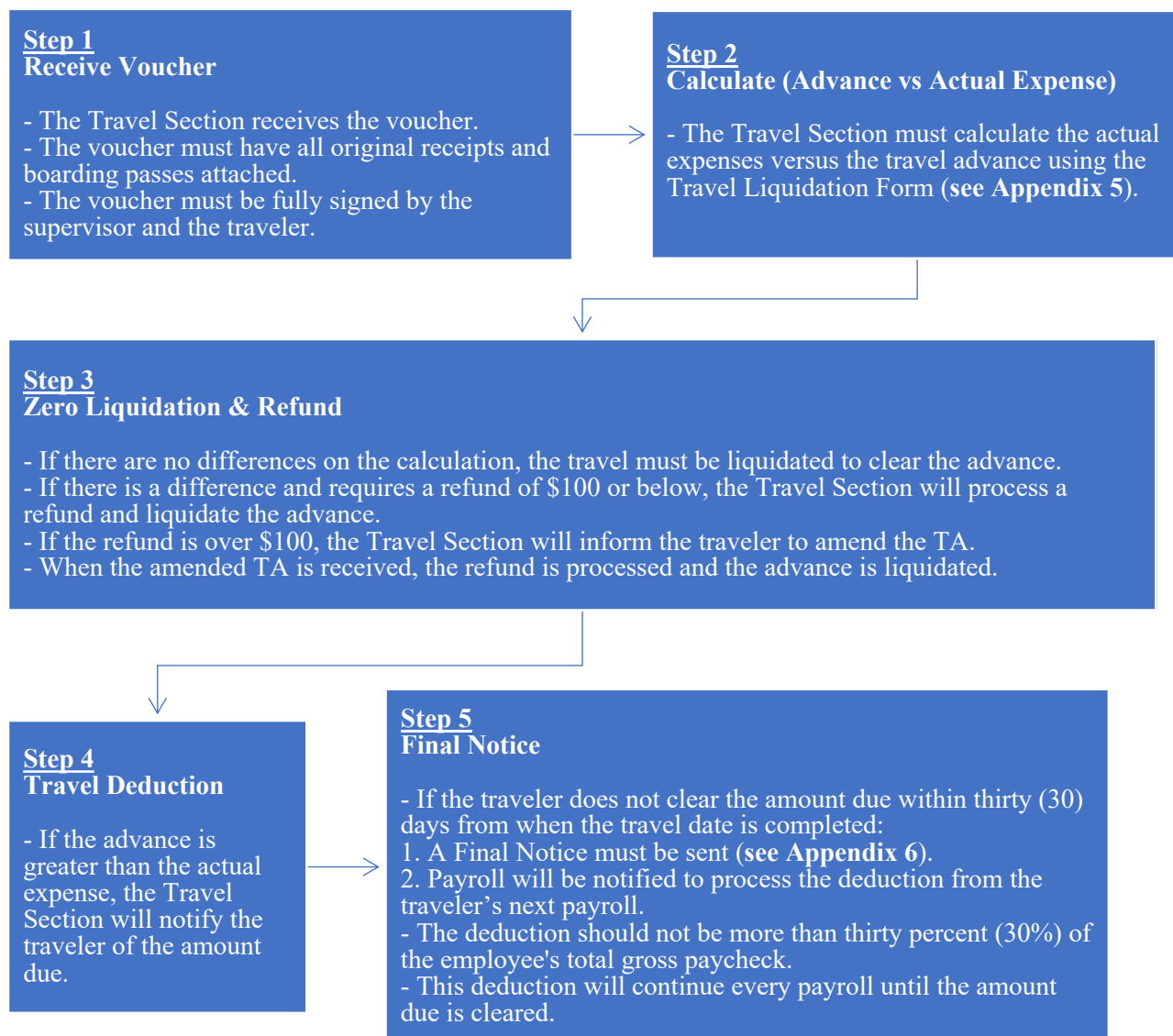
1. Boarding passes (to and from location)
2. Gas purchase(s)
3. Car rental receipt
4. Parking receipt(s)

7.8.3 Travel Deductions

1. Within thirty (30) working days after the voucher was or should have been submitted, the Travel Section of the PSS Finance Department will issue the employee a statement notifying him/her of any discrepancies in the submitted documents and all amounts owed to PSS. This statement shall include the following:
 - a. The date of each commute resulting in an outstanding balance;
 - b. The place of each commute resulting in an outstanding balance;
 - c. The amount advanced for each commute;
 - d. The amount owed for each commute;
 - e. The total amount owed;
 - f. Any discrepancies or problems with the submitted documents; and

- g. Notification that the amount will be deducted from the employee's paycheck for the next pay period unless resolved.
- 2. In no case shall a payroll deduction exceed more than thirty percent (30%) of the employee's gross paycheck unless the employee is leaving PSS. Payments owed to PSS may be deducted over several pay periods, if necessary.
- 3. If the commute advance exceeds reimbursement due, the balance will be deducted from the commuter's paycheck after the notice of the balance due, but no later than thirty days after the commuter has been officially notified of amount due to PSS. For BOE members, deductions shall be made from honorarium payments. For all non-employee travelers, including BOE members, if future travel is approved, the deductions for amounts owed may be made from the per diem advance for the next commute.
- 4. If the commute is cancelled for any reason, immediate refund of the commute advance must be made. Employee must notify the PSS Finance Travel Section that the commute was cancelled.
- 5. Responsibility for examination of voucher and supporting documentation rests with the PSS Finance Department staff. Vouchers must be accurate, and expenses claimed authorized. If necessary, the voucher examiner shall initiate the voucher for review by the appropriate officials.
- 6. Notes shall be made by the examiner if any discrepancy exists and forwarded to the traveler for clarification or correction. Employees must respond with the requested supporting information to avoid loss of commuting privileges and/or to avoid any paycheck deductions.
- 7. Commutes shall not be authorized if there is an outstanding voucher or if an outstanding expense by the traveler has not been verified. Exceptions to this rule may be made at the discretion of the COE or the BOE Chairperson, as appropriate.
- 8. Appropriate procedures including possible legal action may be initiated in case of fraudulent claims. Documentation of this process must be made in writing by the PSS Finance Department and the appropriate official of PSS.

7.8.4 Travel Voucher Flowchart



8. Official Representation (OR) Fund Usage and Reimbursement

8.1 Reference to BOE Regulation

§ 60-20-730 District Funds; Official Representation Fund

8.2 Purpose

The purpose of this section is to set procedures for the use, advance, and reimbursement of Official Representation (OR) funds within the CNMI PSS. It is intended to ensure compliance with § 60-20-730 and to provide clear guidelines for the proper management of OR funds.

8.3 Authorization and Advance of Official Representation Funds

The following section is for the process of authorizing the advance of OR Funds.

8.3.1 Request for Advance of OR Funds

BOE members or the COE shall submit a written request to the BOE Chairperson. The request must include:

1. The official purpose of the expenditure.
2. The time and place of the event.
3. The names and titles of persons to be entertained.
4. The amount of OR funds requested.

The BOE Chairperson shall review and authorize the advance of OR funds as deemed appropriate.

8.4 Submission of Receipts and Reconciliation

After the completion of the official representation activity, the following procedures are to be followed.

8.4.1 Submission of Receipts Post-Expenditure

Within five (5) working days after the expenditure of OR funds for on-island official representation purposes or the completion of official travel:

1. The recipient of the OR funds must submit all receipts to the Director of Finance.
2. The Director of Finance shall review the receipts to ensure that expenditures align with the BOE Chairperson's approval.
3. Any funds not expended or not approved for expenditure must be returned to the OR account.

8.5. Request for Reimbursement of OR Expenses

Requests for reimbursement of OR expenses not previously advanced must be submitted to the Director of Finance for review. The request must include:

1. Receipts and documents showing the time and place of the expense.
2. The official purpose of the expenditure.
3. The names and titles of individuals involved.
4. Any other relevant information.

8.5.1 Approval for OR Fund usage

The Director of Finance shall review and submit the documents, along with a recommendation, to the BOE Chairperson for approval or disapproval.

8.5.2 Reimbursement for Expenditures Not Pre-Approved

Reimbursement for expenditures not pre-approved by the BOE Chairperson is not guaranteed.

8.6 Restrictions on OR Fund Usage

The following are restrictions for the usage of OR Funds.

8.6.1 Prohibited Uses of OR Funds

OR funds shall not be used for:

1. Routine business expenses with PSS staff.
2. Expenses incurred during travel, except for official business with non-PSS education officials or similar individuals off-island.

8.7 Allowable Uses for Board Staff

OR funds may be used by BOE staff to purchase refreshments for consumption at public BOE meetings.

9. Budgeting and Financial Planning

9.1 Reference to BOE Regulation

§ 60-20-735 Budget

9.2 Purpose

The purpose of this section is to outline the procedures and policies for budgeting and financial planning within the PSS. This includes the preparation, review, and approval of the annual operating budget, as well as compliance with relevant legal and accounting standards.

9.3 Scope

This applies to all PSS departments involved in the budgeting process, including program managers, principals, the Budget Review Committee, the BOE, and the COE.

9.4 Responsibilities

1. The BOE establishes overall objectives, goals, and priorities for the PSS budget. It forms a BOE Fiscal, Personnel, and Administration (FPA) Committee to oversee the preparation and approval of the budget and approves the final budget and any necessary revisions.
2. The COE is responsible for the preparation of the annual operating budget, submits the completed budget to the BOE FPA Committee for review and approval, and implements procedures to ensure coordinated budgeting across all PSS departments.
3. Director of Finance, along with the Budget Review Committee, compiles the budget submissions from program managers and principals, reviews expenditure receipts, and determines compliance with authorized approvals. The Budget Review Committee will

represent the management committee for budget review as per § 60-20-735(c)(1)(i).

4. Program Managers and Principals submit budget proposals to the Finance Department for compilation and coordinate budget preparation with reference to federal funds and local budget requirements.

9.5. Policy

9.5.1 Budget Preparation and Compliance

The annual budget will be prepared in conformity with generally accepted accounting principles (GAAP) as required by Governmental Accounting, Auditing, and Financial Reporting (GAAFR) standards.

The budget represents the PSS's financial blueprint and is essential for planning, control, and evaluation of expenditures.

9.5.2 Budget Approval Process

The following shall be a recommended timeline for the budget review process unless otherwise set by the Budget Review Committee:

1. Nov. 15th: Submission of budgets by program managers and principals to the Finance Department.
2. Nov. 30th: Compilation and presentation of the budget to the Budget Review Committee.
3. Dec. 5th: Budget Review Committee reviews the budget and forwards it to the COE.
4. Dec. 15th: BOE reviews and acts on the budget.
5. Feb. 1st: Final budget is presented to the Senate, House, and Office of the Governor.

The BOE FPA Committee reviews the proposed budget and ensures it aligns with BOE priorities before presenting it to the entire BOE for final approval.

9.5.3 Budgetary Adjustments

In case of discrepancies between approved and requested budgets, the BOE FPA Committee will oversee revisions in consultation with the COE and other relevant parties. Reprogramming of funds is permitted within legal limits to accommodate changing conditions and circumstances.

9.5.4 Long-Range Budget Planning

The BOE will establish a Long-Range Budget Planning Committee to prepare and update a five-year financial master plan. The master plan will focus on the PSS's goals and objectives with associated costs considered after establishing these priorities.

9.5.5 Compliance with Legal Requirements

PSS will comply with all applicable laws related to budgeting, including but not limited to PL 4-32, PL 3-68, PL 5-31, and PL 5-38. The budget will reflect BOE-approved student/teacher ratios

and include projections for student enrollment and CIP projects.

9.6. Procedures

9.6.1 Budget Submission

Program managers and principals will submit detailed budget proposals to the Finance Department, including costs for supplies, instructional materials, personnel, and all others. For all new positions, written justifications must be provided. The Finance Department will compile these submissions and present the consolidated budget to the Budget Review Committee (See **Appendix 8**).

9.6.2 Budget Review and Approval

The Budget Review Committee, consisting of key PSS officials, will review the compiled budget proposal and ensure alignment with BOE goals and priorities. The COE will present the budget proposal to the FPA Committee of the BOE for review. If favorable, it will be presented to the entire BOE for final review and approval. If not, SOP 9.5.3 will be followed for revision.

9.6.3 Post-Approval Process

After the BOE approves the budget, it will be submitted to the appropriate governmental agencies for the appropriations process. Should the approved budget be less than requested, the COE will initiate a revision process headed by Budget Review Committee with program managers and principals as needed. After the budget revision is completed, it will be presented to the BOE FPA Committee for review and BOE approval.

9.6.4 Monitoring and Adjustments

The BOE will monitor financial performance against the budget throughout the year and take corrective actions as necessary. Flexibility will be maintained to reprogram funds within the limits established by applicable laws.

9.6.5 Documentation and Record Keeping

All budget proposals, approvals, and revisions will be documented and maintained by the Finance Department.

10. Insurance & Liability

10.1 Reference to BOE Regulation

§ 60-20-725 Insurance; Liability

10.2 Purpose

The purpose of this section is to protect members of the BOE, PSS officers, employees, and volunteers in the performance of their duties and responsibilities, the BOE will defend its BOE members, officers, employees, and volunteers against claims for suits arising out of actions occurring within the scope of their employment pursuant to the Public Employee Legal Defense and Indemnification Act, 7 CMC §§ 2301, et seq.

This SOP applies to all BOE members, officers, employees, and volunteers of the CNMI PSS who are served with legal notice of any action or proceeding against them related to their duties within the scope of their employment.

10.3 Immediate Notification

Upon receiving legal notice of an action or proceeding, the individual seeking indemnification must immediately notify the COE.

The notification must be made as soon as possible and no later than seven (7) calendar days from the date of receipt of the legal notice.

10.4 Method of Notification

Notification can be made through one of the following methods:

1. Email: Send an email to the official email address of the COE with the subject line "Legal Notice: Request for Indemnification."
2. In-Person: Deliver a written notice directly to the Office of the COE.
3. Certified Mail: Send a written notice via certified mail to the COE's Office, ensuring a return receipt is requested.

11. Petty Cash

11.1 Reference to BOE Regulation

§ 60-20-701 Financial Management; Petty Cash

11.2 Purpose

While § 60-20-701 Financial Management; Petty Cash Procedures allows for schools to have a petty cash fund, the Finance Department does not practice the use of petty cash.

Appendix 1: Daily Sales Report

Daily Sales Report BOH Federal Grants Fund

BANK: _____
FOR ACCT _____
NO: _____

BOH-1111

Date: _____

Last Rcpt#: _____

Batch #: _____

RECEIPT NUMBER	CUSTOMER	DESCRIPTION / REFERENCE	AMOUNT PAID BY			
			CARD (ETC ONLY)	CHECK	CASH	TOTAL
						\$ -
						-
						-
						-
						-
TOTAL			\$ -	\$ -	\$ -	\$ -

Sales Count Breakdown

Cash	Count	Amount
\$100.00		\$ -
\$50.00		-
\$20.00		-
\$10.00		-
\$5.00		-
\$1.00		-
\$0.25		-
\$0.10		-
\$0.05		-
\$0.01		-
CASH		-
CHECKS		\$ -
TOTAL FOR DEPOSIT		\$ -
CREDIT CARD		\$ -
VARIANCE		\$ -

REMARKS:

Prepared by: _____

Verified by: _____

Deposited by: _____

Deposit Date: _____

Deposit Tkt#: _____

Appendix 2: Corporate Credit Card Payment Request

PSS CORPORATE CARD PAYMENT REQUEST

CONTROL NO. _____

RECEIVED DATE: _____

Employee Name: _____

Department: _____

Purchase Order No./
TA/Commute No.: _____

Amount: _____

Date of Payment: _____

Approved by: _____

Processed by: _____

Acknowledged by: _____

Appendix 3: Allotment Authorization Form



CNMI Public School System
Finance Department / Payroll Section

Allotment Authorization Form

Application and Authorization to Make or Discontinue from Pay of Civilian Employee

START ALLOTMENT	Name of Allotter (last, first, middle)	Employee Number	Social Security Number
	Where are you employed at?	Department/ Office	
	Amount of Bi-Weekly Allotment (amount written out in words)		Amount in Figures
	START of Allotment (Pay Period Ending)		
	Name of Bank/ Vendor		ABA Number
	Address of Allottee (Number, Street, City, State)		
	Account Number	Type of Account ☐ Loan ☐ Savings ☐ Checking	
Concurred by (Bank Official)			
Print Name _____ Signature _____ Date ____/____/____			
<i>Request and Approval to Start Allotment</i>			

I hereby request and authorize allotment to be paid at the end of each pay period from my pay as the above subject to approval and to continue for the period started or until revoked by one in writing.

Signature in Full of Allotter (Sign Original Only)	
Signature _____	Date ____/____/____
Approved (Finance Department)	
Signature _____	Date ____/____/____

STOP ALLOTMENT	Name of Allotter (last, first, middle)	Employee Number	Social Security Number
	Where are you employed at?	Department/ Office	
	Amount of Bi-Weekly Allotment (amount written out in words)		Amount in Figures
	STOP/CEASE of Allotment (Pay Period Ending)		
	Name of Bank/ Vendor		ABA Number
	Address of Allottee (Number, Street, City, State)		
	Account Number	Type of Account ☐ Loan ☐ Savings ☐ Checking	
Concurred by (Bank Official)			
Print Name _____ Signature _____ Date ____/____/____			
<i>Request and Approval to Start Allotment</i>			

I hereby request and authorize allotment to be paid at the end of each pay period from my pay as the above subject to approval and to continue for the period started or until revoked by one in writing.

Signature in Full of Allotter (Sign Original Only)	
Signature _____	Date ____/____/____
Approved (Finance Department)	
Signature _____	Date ____/____/____

Appendix 4: Travel Authorization Documents

Appendix 4(a): Travel Authorization Checklist

Travel Authorization Checklist

Please ensure that all forms are filled in correctly and are updated and reflect current positions of personnel (i.e. Director of Finance, ICOE, etc.). Travel Authorizations need to be turned in prior to ten (10) days of date of departure. It is recommended and encouraged that TAs be prepared and submitted a month prior to dates of travel to ensure efficiency and timely processing. Should the ten day requirement not be met, there is a waiver form available for travelers to fill out and justify the need.

☐ Travel Authorization Form	Routing Process: Travelers must follow these protocols and procedures when submitting TAs: 1.) Make sure forms are updated and completed 2.) Bring TAs to the initiating office for concurrence 3.) After getting concurrence, submit to Travel office for clearance • If a traveler has a balance, they need to agree to pay either by having the amount deducted from payroll or on the next per diem check or to pay amount in full • Travelers need to clear all outstanding balances in order for new TAs to be approved 4.) After clearance, the TA is submitted to either Travel Office if the funds used are from a Local Account or to Federal programs if the funds used are from a Federal Account. 5.) Travel Office or Federal Programs will certify the funds and compute fees before forwarding to the next office. 6.) The documents are then routed to Commissioner's Office for review and signature. 7.) After Commissioner's approval, the documents are submitted to the BOE Chair for review and approval. 8.) It is advised that the Traveler(s) communicate with Travel Office to find out the status of their TAs.
☐ Justification Letter from COE to BOE Chair	
☐ Justification Letter to COE (include account # that will be charged)	
☐ Designation of Authority (DOA) for ICOE and any other DOAs	
☐ Itinerary and Budget/Cost Breakdown	
☐ Itemized Per Diem (Quotations for hotel)	
☐ Airfare Quotations (2 – 3 quotations)	
☐ Car Rental/Ground Transportation Quotation	
☐ Registration Fee(s) breakdown	
☐ Application and Account for Advance of Funds	
☐ Invitation to Event/Letter to Administrator	
☐ Instruction for Travelers (students, chaperones, coaches need to sign and date to confirm agreement of terms)	
FOR STUDENT TRAVEL:	
☐ Chaperone Agreement	
☐ Parent and School Release Statement Form	
☐ Student Agreement During PSS Travel Sanctioned Activities Form	
☐ Medical Permission Form (signed and notarized)	
☐ Travel Insurance (for students and chaperones outside of PSS)	
☐ Copy of Student's Passport or Birth Certificate and ID	

Appendix 4(b): Travel Authorization Form

 COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS PUBLIC SCHOOL SYSTEM TRAVEL AUTHORIZATION SAIPAN, MP 96950		1. _____
		2. _____
		3. _____
		4. _____
		5. _____
		6. _____
4. NAME _____ OFFICIAL STATION _____ 5. TITLE _____ 6. ACCOUNTING OFFICE Saipan		
You are authorized to travel below and to incur necessary expenses in accordance with applicable laws and regulations.		
PLACES OF TRAVEL		10. PAYMENT TO TRAVELER: Check No. _____ Amount: _____ Issued by: _____ Date: _____ Travelers Signature: _____
8. FROM: _____ 9. TO: _____		
11. PURPOSE AND REMARKS: _____		
** TRAVEL TO BE PERFORMED IN THE BEST INTEREST OF THE CNMI PUBLIC SCHOOL SYSTEM. **		
12. PER DIEM ALLOWANCE: PSS ESTABLISHED RATE		13. PAYMENT TO CARRIER/TRAVEL AGENCY Name of Travel Agency or Carrier: _____ Invoice No. _____ Date: _____ Amount: _____ Based on itinerary and Quotation Issued by: _____
14. PERIOD OF TRAVEL: Beginning on or about: _____		Ending on or about: _____
MODE OF TRAVEL		
15. ☐ Common Carrier 16. ☐ Business Class 17. ☐ PSS-owned conveyance 18. ☐ Privately owned _____ at a mileage rate of _____ cents, subject to: (a) ☐ administratively to be to the advantage of the Public School System (b) ☐ Not to exceed cost by common carrier, including consideration of Per Diem allowance.		
MISCELLANEOUS		
19. ☐ Transportation immediate family 21. ☐ Shipment house goods and personal effects 20. ☐ Other (specify): _____ Approved By: _____ Chairman, State Board of Education		
ESTIMATED COST		
22. Transportation: _____ 23. Per Diem: _____ 24. Other: _____ 25. TOTAL: _____ 26. CHARGE TO: _____		28. _____ (SCHOOL STAFF SIGNATURE) _____ 29. _____ (SCHOOL STAFF SIGNATURE)
27. _____ Sign and Date the form TRAVELER'S COPY: WHITE VOUCHER COPY: CANARY FILE COPY: PINK ACCOUNTING COPY: GOLDENROD		
FAILURE TO TIMELY SUBMIT ALL SUPPORTING DOCUMENTATION WILL RESULT IN AUTOMATIC PAYROLL DEDUCTION(S) OF THE AMOUNT(S) OWED UNTIL PAID IN FULL, FORFEITURE OF 10%, AND DENIAL OF FUTURE TRAVELS. EXCESS REIMBURSEMENT WILL ALSO BE RECOVERED.		

Appendix 4(c): Application and Account for Advance Form

APPLICATION AND ACCOUNT FOR ADVANCE OF FUNDS

Account No. _____

Department: _____

Traveler's Name: _____

(Department or establishment)

(Bureau, division, or office)

An advance of funds is hereby requested for travel and other expenses to be Incurred under authorization No. _____, dated _____ Mail check to _____ _____		FOR USE OF APPLICANT	
		Balance due from Previous Advance.....	
		Amount herein applied	
		For..... \$ _____	
		Total, \$ _____	
_____ (Date)	(Signature of applicant)		
Approved: _____ (Date)			
	(Signature of approving officer)		
	(Title)		
		_____ (Appropriation to be charged)	
Remarks signature of applicant authorizes collection of the amount of this advance by payroll deduction if travel voucher is not submitted within the required timeframes along with all supporting documents after completion of this travel and for any advances in excess of reimbursement.			

Appendix 4(d): Instructions for Travelers

INSTRUCTIONS FOR TRAVELERS

Name: _____

Signature: _____

Date: _____

Pursuant to § 60-20-720 Accounting and Reporting; Travel Outside the CNMI

(7) Within fifteen working days after the voucher was or should have been submitted, the travel section of the Fiscal and Budget Office will issue the employee a statement notifying him/her of any discrepancies in the submitted documents and all amounts owed to PSS. This statement shall include the following: (i) The date of each travel resulting in an outstanding balance; (ii) The place of each travel resulting in an outstanding balance; (iii) The amount advanced for each trip; (iv) The amount owed for each trip; (v) The total amount owed; (vi) Any discrepancies or problems with the submitted documents, and (vii) Notification that the amount will be deducted from the employee's paycheck for the next pay period unless resolved.

(8) In no case shall a payroll deduction exceed more than thirty percent of the employee's gross paycheck unless the employee is leaving PSS. Payments owed to PSS may be deducted over several pay periods, if necessary.

(9) If the travel advance exceeds reimbursement due, the balance will be deducted from the travelers paycheck subsequent to the notice of the balance due, but no later than fifteen days after travel has been officially notified of amount due to PSS. For Board members, deductions shall be made from honorarium payments. For all non-employee travelers, including Board members, if future travel is approved as an exception under subsection (c)(10) of this section, deductions for amounts owed may be made from the per diem advance for the next travel.

(10) If travel is cancelled for any reason, immediate refund of the travel advance must be made. Employee must notify the travel section that the travel was cancelled and the purchased tickets or unused GTRs must be returned to PSS. Employee will be notified that a payroll deduction shall be made from the employees next pay check and the deduction shall be made no later than 15 days after the notice.

(11) Responsibility for the examination of vouchers and supporting documentation rests with the fiscal staff of the PSS. Vouchers must be accurate and expenses claimed authorized. If necessary, the voucher examiner shall initiate the voucher for review by the appropriate officials. Notes shall be made by the examiner if any discrepancy exists and forwarded to the traveler for clarification or correction. Employees must respond with the requested supporting information to avoid forfeiture of the 10% and/or to avoid any paycheck deductions.

(12) Appropriate procedures including possible legal action may be initiated in case of fraudulent claims. Documentation of this process must be made in writing by the fiscal section and the appropriate official of PSS.

Appendix 4(e): Travel Voucher Form



COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS PUBLIC SCHOOL SYSTEM TRAVEL VOUCHER

Payee's Name:				Travel Authorization Number:				
Mailing Address:				Check Number:				
c/o P.O. Box 500207 CK Saipan, MP 96950				Cash Payment Received				
Official Duty Station:				(Date)		(Signature of Payee)		
Purpose of travel:								
Travel Advance Outstanding \$ Amount to be applied \$: Balance to remain outstanding: \$								
TRANSPORTATION REQUESTS ISSUED								
Transportation Request Number	Agent Valuation of Ticket	Initials of Carrier Issuing Ticket	Mode Class of Service and Accommodations	Date Issued	POINTS OF TRAVEL			
					FROM -		TO -	
					SPN		SPN	
					For Finance Use Only AMOUNT CLAIMED ➔		Dollars	Cents
					DIFFERENCES:			
								
								
					Total verified correct for charge to appropriation(s)			
					Applied to travel advance (appropriation symbol)			
					Additional Obligation : Certified By:			
					Account No:			
(OWED BY) or NET TO TRAVELER ➔								
*Certified correct. Payment or credit has not been received. (Date) (Signature of Payee)								
Approved								
Immediate Supervisor/Program Manager								
ACCOUNTING CLASSIFICATION (Appropriation symbol must be shown: other classification optional)								
**FRAUDULENT CLAIM - Falsification of an item in an expense account works a forfeiture of the claim (28 U.S.C. 2514) and may result in a fine of not more than \$10,000 or imprisonment for not more than 5 years or both (18 U.S.C. 287; and 1001.								

Appendix 4(f): Instructions for Travelers

CNMI PUBLIC SCHOOL SYSTEM TRIP REPORT FORM

NAME:	DATE OF REPORT:
DATE OF TRIP:	PLACE/SITE VISITED:
ACTIVITY/PROJECT CODE:	PROGRAM:

1. PURPOSE OF TRIP:
2. EMPLOYEE'S/TRAVELER'S ACTIVITIES DURING TRIP:
3. BENEFITS YOU RECEIVED ON THIS TRIP:
4. RECOMMENDATIONS/OR PROPOSED ACTION TO PSS:

SIGNED & PREPARED BY:

APPROVED BY:

Appendix 5: Liquidation Report (Travel)

	CNMI PSS		
FINANCE DEPARTMENT		TRAVEL SECTION	
LIQUIDATION REPORT (Travel)			
PO No.:	Name:	Check#	Date:
Expense Accounts/Items	Encumbered Exp	Travel advance (amount on check)	Actual Expense (amt verified) under/(overpaid)
Note: If actual expense is greater than encumbrance, amendment is needed. Except for gasoline.			
Per diem/stipend (No Need Receipt):	3,500.00	3,150.00	3,500.00 350.00
Hotel cost:		-	-
Car rental:	-	-	-
Ground transportation (No need Receipts):	-	-	-
Registration fee:	-	-	-
Excess baggage:	-	-	-
Gas re-imbursement:	-	-	-
Miscellaneous:	-	-	-
Other add'l cost:	-	-	-
Total:	3,500.00	3,150.00	3,500.00 350.00
Net to traveler underpaid:	Yes	Amount:	350.00
Owed by traveler (overdrawn):	No	Amount:	-
Remarks: Received Vouchers on May 30, 2024			
Prepared by: <u>Natalia Sablan</u> Concurring by: _____ Date: _____			
NOTE: Car rental/Hotel/Registration fee and any other add'l except for fuel, needs amendment if combined total refund is > \$100. Amendment is not necessary if difference is \$100 or less.			

Revised: 09.11.2024

Appendix 6: Final Notice Travel Deduction

FINAL NOTICE

DATE : October 12, 202X
TO : Natalia Sablan
FROM : Travel Section, Finance Department
SUBJECT: **Travel Documents OVERDUE**

Travelers who fail to submit travel vouchers and supporting documentation within thirty (30) days will be subject to payroll deduction of the entire amount of the advance and loss of traveling or commuting privileges as per Admin Code Title 60 § 60-20-720 Accounting and Reporting; Travel Outside the CNMI and § 60-20-720 Accounting and Reporting; Travel Within the CNMI.

You are hereby notified that the following remain outstanding and have exceeded the travel voucher submission timeline. As such, the balance will be deducted from your next paycheck PPE 10/07/202X PP# 21.

Travel Dates	T.A. Number	Destination	Amount Advanced	Amount Due
03/26-04/02/202X	184788	Spn/Seattle/Ret	2362.67	2362.67
			Total	\$2,362.67

If you have previously submitted the required travel voucher, please contact Ronna Eriich or Remy Matagolai at (670)237-3087 or Merci Alejandre at (670) 237-3086 or email at pss.travel@cnmipss.org immediately.

Appendix 7: Commute Request Form

Public School System

Name:
Position:
Location:
Scope of Work:

(To be filled by Commuter)				To be filled in by Federal Programs Office/Fiscal and Budget					
Commuting Schedule					Per Diem	Airplane	Car Rental	Ground	Total
Months	Monthly Trips	Destination	Commuting Date	Duration	Calculation	Ticket			
Month	Yearly Trip	Destination	Commuting Date	Duration	Per Diem				
					Calculation				
One Time Advance	Trip	Destination	Commuting Date	Duration	Per Diem	Airplane Ticket	Car Rental	Ground	Total
					Calculation				

NOTES:

Per diem, stipend, car rental, ground, etc.

Required: Boarding passes (to and from location), gas purchase(s), and parking receipt(s)

Original documents are required.

Airline tickets and itineraries are not valid documents.

If you do not perform the interisland assigned commute, PSS is authorized to deduct 1/4 of the deficit per paycheck, effective immediately, until paid in full.

Dept./Section:	Charge to Acct:
Send to Bank Acct:	

Approved by: Federal Programs Officer

Approved by: Commissioner of Education

Approved by: Finance Director

Concurred by:

PLEASE NOTE: FAILURE TO SUBMIT ALL REQUIRED COMMUTE DOCUMENTATION UPON COMPLETION OF THIS TRAVEL AND WITHIN THE REQUIRED TIMEFRAME WILL RESULT IN AUTOMATIC PAYROLL DEDUCTION OF THE FULL AMOUNT ADVANCED. ANY ADVANCE IN EXCESS OF REIMBURSEMENT WILL ALSO BE RECOVERED THROUGH PAYROLL DEDUCTION.

Please sign and scan to Finance Department. Cut-off time for trip request is 12:00 noon.

Appendix 8: CNMI PSS Budget Review Committee Blueprint

Appendix 8(a): Form 1

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS										
PUBLIC SCHOOL SYSTEM										
FISCAL YEAR 2025 BUDGET REQUEST										
PERSONNEL LISTING										
School Name										
Date:										
Account No.:										
			FY2024		Proposed FY2025		Health	Life	401 K	DB Plan
Employee Number	Position Title	Incumbent	Grade Step	Base Salary	Grade Step	Base Salary				
Admin/Support:										
#307	0 School Principal III	Last Name, First Initial	Ungr	81,000	Ungr	81,000	107	83		
#331	0 Vice Principal II	Last Name, First Initial	Ungr	75,000	Ungr	75,000	384	84		
#332	0 School Counselor	Last Name, First Initial	Ungr	32,133	Ungr	32,133	384			
#896	0 School Counselor	Last Name, First Initial	Ungr	32,133	Ungr	32,133	107			
#333	0 School Librarian	Last Name, First Initial	Ungr	37,242	Ungr	37,242		99		
#334	0 School Aide	Last Name, First Initial	I/08	22,654	I/08	22,654				
#335	0 Administrative Officer	Last Name, First Initial	VI/02	22,654	VI/06	27,535				
#336	0 Trades Technician	Last Name, First Initial	II/05	22,654	III/09	22,654		40		
#337	0 Building Maintenance Worker	Last Name, First Initial	I/08	22,654	I/08	22,654				
#338	0 Classroom Teacher	Last Name, First Initial	Ungr	29,444	Ungr	32,133				
#339	0 Classroom Teacher	Last Name, First Initial	Ungr	40,196	Ungr	40,196			81	
#340	0 Classroom Teacher	Last Name, First Initial	Ungr	29,444	Ungr	32,133				
#341	0 Classroom Teacher	Last Name, First Initial	Ungr	37,242	Ungr	37,242				
#342	0 Classroom Teacher	Last Name, First Initial	Ungr	44,288	Ungr	44,288				
#344	0 Classroom Teacher	Last Name, First Initial	Ungr	45,163	Ungr	45,163	600	49		
#345	0 Classroom Teacher	Last Name, First Initial	Ungr	56,569	Ungr	56,569		95	80	
#346	0 Classroom Teacher	Last Name, First Initial	Ungr	56,569	Ungr	56,569	384	94		
#347	0 Classroom Teacher	Last Name, First Initial	Ungr	43,454	Ungr	43,454	600			
#348	0 Classroom Teacher	Last Name, First Initial	Ungr	32,133	Ungr	32,133	384			
#349	0 Classroom Teacher	Last Name, First Initial	Ungr	56,569	Ungr	56,569		101		
#350	0 Classroom Teacher	Last Name, First Initial	Ungr	40,196	Ungr	40,196				
#351	0 Classroom Teacher	Last Name, First Initial	Ungr	54,994	Ungr	54,994		63		
#352	0 Classroom Teacher	Last Name, First Initial	Ungr	49,410	Ungr	49,410		60		
#353	0 Classroom Teacher	Last Name, First Initial	Ungr	40,196	Ungr	40,196	107		91	
#354	0 Classroom Teacher	Last Name, First Initial	Ungr	34,563	Ungr	34,563	107			
#354	0 Teacher Aide	Last Name, First Initial	Ungr	28,070	Ungr	28,070		88		
#355	0 Teacher Aide	Last Name, First Initial	II/05	22,224	I/05	22,224				
	0 Classroom Teacher	NEW FTE REQUEST	Ungr	-	Ungr	32,133				
				1,093,848		1,131,241				
Personnel Benefits:										
Medicare - 1.45%				15,700		16,403				
GHI				112,663		112,663				
Retirement Contribution - 30 - 37.35%				0		0				
401A Contribution - 4%				41,664		45,260				
FICA - 6.2%				87,809		91,137				
Total Personnel Benefits										
				299,514		244,253				
				1,308,362		1,375,894				
1	0	Classroom Teacher (CSR)	Last Name, First Initial	UNGR	56,569	UNGR	56,569		75	
2	0	Classroom Teacher (CSR)	Last Name, First Initial	UNGR	44,209	UNGR	44,209		69	
	0	Classroom Teacher (SPED)	Last Name, First Initial	UNGR	49,410	UNGR	54,898			
	0	Classroom Teacher (SPED)	Last Name, First Initial	UNGR	83,293	UNGR	83,293			
Total Personnel Compensation				182,566		198,945				
Personnel Benefits:										
Medicare - 1.45%				2,662		2,738				
GHI				0		0				
Retirement Contribution - 30-37.39%				0		0				
401A Contribution - 4%				0		0				
FICA - 6.2%				11,360		11,208				
Total Personnel Benefits				14,042		14,447				
Total Personnel Compensation and Benefits				197,608		213,392				
Local Funded Under Other Program										
1		Instructor (CCLMS)	Last Name, First Initial	UNGR	24,860	UNGR	23,860			
2	0	Instructor (CCLMS)	Last Name, First Initial	UNGR	26,804	UNGR	25,804			
3	0	Instructor (IC)	Last Name, First Initial	UNGR	27,893	I/03	22,595			
4	0	Instructor (IC)	Last Name, First Initial	UNGR	27,870	UNGR	27,870			
5	0	Teacher Aide (SPED)	Last Name, First Initial	I/07	22,224	I/05	22,224	800		
6	0	Teacher Aide (SPED)	Last Name, First Initial	I/03	22,224	I/05	22,224			
7	0	Teacher Aide (SPED)	Last Name, First Initial	I/01	20,157	I/01	20,157		63	81

Commonwealth of the Northern Mariana Islands
Public School System
FY 2025 Budget Request (Operations)

Date:
School/Program:
Account No.:

#	Expense Code	Expense Code Title	Expense Description	Comments	Estimated amount
1	4236	Cleaning Services	Services procured to clean the office, school restrooms, and library	12 - month contract	\$ 12,000.00
2	4305	Supplies - Operations	Expenditures for bathroom and cleaning supplies	Replenishment of supplies	\$ 5,000.00
3	4224	Repairs and Maintenance	Repairs and maintenance of lawn care equipment	Repair of lawn equipment	\$ 10,000.00
4	4304	Supplies - Office	Expenditures for office supplies	Replenishment of supplies	\$ 5,000.00
5	4440	Furniture & Fixtures	Office Furniture with a maximum of \$5,000.00	New layout of office	\$ 10,000.00
6	4440	Furniture & Fixtures	Teacher Desks and Chairs	Replace teacher desk and chairs	\$ 20,000.00
7	4224	Repairs and Maintenance	Replacement of locks and broken doors	Replace of all classroom and office locks	\$ 7,000.00
8	4305	Supplies - Operations	Staff Uniforms	Staff Uniforms for teachers and staff	\$ 5,000.00
9	4305	Supplies - Operations	Sports Uniforms	Uniforms for athletic activities	\$ 5,500.00
10					
TOTAL					\$ 79,500.00

Commonwealth of the Northern Mariana Islands
Public School System
FY 2025 Budget Request

Date: _____ Description: CIP _____ FY 2025
School/Program _____ Expense Account: _____
Account Number: _____

Item

CAPITAL IMPROVEMENT PROJECTS

Priority 1	Covered Walkway between Bldg. D & Bldg. F	\$	15,000.00
Priority 2	Extension of Pala-Pala	\$	25,000.00
TOTAL			\$40,000.00

Commonwealth of the Northern Mariana Islands
Public School System
FY 2025 Budget Request

Date: _____ Description: Utilities - Power/Water/Sewer _____
Activity: _____ Expense Account _____ 423042314232
Account Number: _____

FY-2023 FY-2024 FY 2025

Item

423042314232 UTILITIES - POWER, WATER, AND SEWER	300,000	300,000	300,000.00
--	---------	---------	------------

Estimated power and water consumption, and sewer charges:

Power (\$20,000/month)	\$ 240,000.00	250,000	250,000	\$	250,000.00
Water (\$3,500/month)	42,000.00	42,000	42,000		42,000.00
Total	\$ 282,000.00	300,000	300,000	\$	300,000.00

**Commonwealth of the Northern Mariana Islands
Public School System
FY 2025 Budget Request**

Date:
School/Program
Acct No.

Object Code	Object Classification	FY 2025
PERSONNEL SERVICES:		
4110	Wages/Salaries	1,517,509
4122	Medicare - 1.45%	22,004
	401A Contribution - 4%	94,086
	FICA - 6.2%	-
	GHLI	21,389
	Retirement Contribution - 30-37.39%	-
	Total Personnel Compensation and Benefits:	1,654,987
	Administrative Staff and Support	8
	Current No. of Teachers	39
	Substitute Teacher	-
	Total Number of Positions	47
GENERAL BUDGET EXPENSES:		
4213	Dues and Subscriptions	-
4216	Licenses and fees	-
4224	Repairs and Maintenance	17,000
4225	Travel-Outside CNMI	-
4235	Cleaning Services	12,000
4281	Security Services	-
4301	Materials	-
4304	Supplies- Office	-
4305	Supplies- Operations	15,500
4430	Machinery and Equipment	-
4440	Furniture and Fixtures	30,000
	Capital Improvement Projects	40,000
	Utilities - Power	240,000
	Utilities - Water	42,000
	Total Operational Expenses	-
TOTAL PERSONNEL AND OPERATIONAL EXPENSES		2,034,487

Appendix 8(b): Form 2



CNMI PSS Budget Author's Worksheet FORM 2b

School/Program:
Total Amount Requested:
Budget Author(s):

Date:

BUDGET CATEGORY TABLE			
Description	Current FY 24 (Identify funding source)	Requested FY 25 Local	Requested FY 25 Federal
Personnel e.g.	\$ 1,355,628	\$1,190,917.35	\$198,000
Operations	\$	\$	\$
Utilities	\$	\$	\$
Instructional Materials (and Supplies)	\$	\$	\$
Capital Improvement Projects	\$	\$	\$

FY 2025 BRC
Form 2b

TOP 5 SCHOOL/PROGRAM FISCAL YEAR PRIORITIES		
Description	Funding Source	Cost Estimate
1. e.g. 1 FTE for Grade 4	Local	\$33,289.35
2.		
3.		
4.		
5.		

Note: There may be more than 5 Priority 1 items on your list, therefore, prioritize your school's/ department's top 5 needs on the table above.

PRIORITY 1 LIST				
Expense Code/ Title	Activity Need	Proposed Action	Justification	Budget Request

FY 2025 BRC
Form 2b

Example: 4110/ Personnel	1 classroom teacher FTE	Hire one highly qualified teacher	Due to expected high student enrollment in the 4th grade next school year, it is necessary to hire an additional teacher to prevent 33:1 ratio. Present year enrollment in 3rd grade is at 27:1 ratio with 5 teachers. Grade 4 currently has only 4 teachers	\$33,289.35 minimum
Example: 4406/ Building Improvements	Building I Interior Ceilings	Replace ceilings at building I classrooms.	Holes continue to expand on the ceilings in almost all classrooms. Temporary covers (tape, thin wood) are used to cover the ceiling exposed to mold stench, critters and rats that travel through the building ceiling tops	\$15,000

Note: Add more rows to enter your school/ program priority 1s.

PRIORITY 2 LIST				
Expense Code/ Title	Project Need	Proposed Action	Justification	Budget Request
E.g. 4224/ Repairs & Maintenance	Window Shutters	Repair/ replace existing window shutters	Several shutters are over a decade old. For security purposes, the school will need to repair and replace identified window shutters	\$20,000

FY 2025 BRC
Form 2b

Appendix 8(c): Form 3



CNMI PSS Budget Review Committee BLUEPRINT FORM 3

School/Program:

Total Amount Requested:

SECTION A: BUDGET PACKET (CONTENTS MUST INCLUDE)

	Completed Form 2.a - (Personnel, Operations, CIP, Utilities, Summary)
	Completed Form 2.b - Budget Author's Worksheet (Priorities 1 & 2 List)
	School-Wide Plan (SWP) - Current SY 2024

SECTION B: PRIMARY BUDGET CATEGORIES

Category	Request Budget Amount	Checkmark if complete
Personnel		
Operations		
Utilities (BRC will enter amount)		
Instructional Materials (and Supplies)		
Capital Improvement Projects		
Total Budget Request:	\$	

Note: Any box on column 3 that is not checked above will result in a return of the budget packet. The school/program will have no more than one week to resubmit the budget packet.

COMPLETE ONLY ONE SECTION (C or D)

SECTION C: INITIAL REVIEW APPROVAL

Budget Author Presentation Date	January 9-12, 2024
---------------------------------	---------------------------

SECTION D: INITIAL REVIEW RETURN

FY 2025
BRC Form 3

Reason for Returned Budget Packet	
Technical Assistance Date	
Resubmission Date	
Budget Author Presentation Date	

COMPLETE THIS SECTION ONLY AFTER REVIEWING THE AUTHOR'S WORKSHEET (FORM 2.b)

SECTION E: HIGH PRIORITY CRITERIA		
High Priority Items – Rate the request if one or more of the High Priority criteria apply.		
Meets requirements for health, safety and essential services.		
Meets local, state and federal regulations and other mandates.		
Does the budget request meet criteria for High Priority Items?	☐ Yes – Go to the next question	☐ No – Did not include monitoring and compliance requirements (in local budget proposal) and priority listing (in BRC Author's Worksheet)
How much risk to the school/program would failure to meet the requirement or guideline entail?	☐ High – Place at top of funding list (BRC will provide technical assistance to budget author as necessary to adjust high priority items (e.g. certain priority items must meet health, safety, and essential services and meets local, state and federal regulations) and complete the <i>Alternative Funding Source</i> section and <i>Alignment of Budget Request with PSS Strategic Priorities</i> section.	☐ Low or Medium – complete the <i>Alternative Funding Source</i> section and <i>Alignment of Budget Request with PSS Strategic Priorities</i> section.
BRC Recommendation for High Priority Items		

SECTION F: ALTERNATIVE FUNDING SOURCE (Adjusted Budget Request per Category)			
Category	Author's Requested	Adjusted	BRC Recommendation

FY 2025
BRC Form 3

	Amount/Funding Source	Amount	
Personnel	/		
Operations	/		
Utilities (BRC will enter amount)	/		
Instructional Materials	/		
Capital Improvement Projects	/		
TOTAL AMOUNT:			

Note: This table will reflect a change in the school/ program budget request.

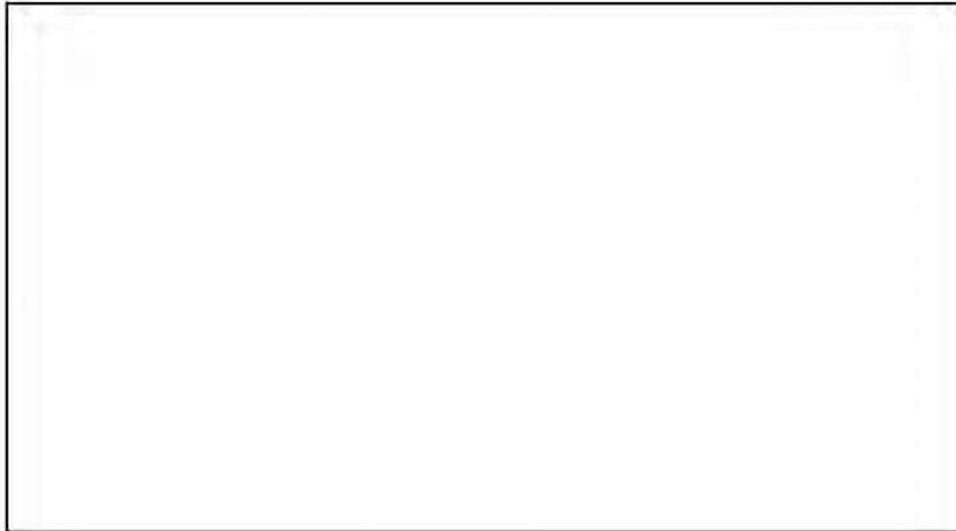
SECTION G: ALIGNMENT TO CNMI PSS STRATEGIC PERFORMANCE MANAGEMENT				
Strategic Priority 1: Student Success	Weak or Inadequate (0)	Neutral or Adequate (1)	Strong (2)	Score
The school/ program included items in the budget packet that identify and would implement research based instructional strategies, best practices and intervention programs to support student success. The Student Success Goal was established to ensure that the public school system develops and implements quality curriculum, and instruction to help student achieve their academic goals and to be college and career ready by the time they leave the CNMI Public School System.				
Strategic Priority 2: Accountable High Performing System	Weak or Inadequate (0)	Neutral or Adequate (1)	Strong (2)	Score
The school/ program included items in the budget packet that will ensure using research-based, data-driven continuous improvement processes to maximize system outputs and efficiencies while reducing system failures by creating a culture and processes that effectively respond at the first signs of deficiencies. The school/ program will employ accountability systems, high quality instructional approaches, standards of operation, regulatory compliance, utilize innovative and data-driven decision-making approaches in its planning and implementation of programs, and ensure reliable and organized reporting in all aspects of its operations.				
Strategic Priority 3: High Performing Personnel	Weak or Inadequate (0)	Neutral or Adequate (1)	Strong (2)	Score

FY 2025
BRC Form 3

The school/ program included items in the budget packet that will recruit, train, and retain highly qualified personnel to provide the best academic and administrative services to its clientele, the public school students, their parents, and school community partners.				
Strategic Priority 4: Effective and Efficient Operations	Weak or Inadequate (0)	Neutral or Adequate (1)	Strong (2)	Score
The school/ program included items in the budget packet that will ensure resources are allocated for personnel, operations, utilities, instructional materials/ supplies and capital improvement projects using federal and local grants to support teaching and learning in the schools so that our students graduate from high school college and career-ready.				
Strategic Priority 5: Safe and Caring Schools	Weak or Inadequate (0)	Neutral or Adequate (1)	Strong (2)	Score
The school/ program included items in the budget packet that will implement sound policies and procedures to ensure healthy, safe, caring, and orderly school environments.				
Strategic Priority 6: Communications and Community Relations	Weak or Inadequate (0)	Neutral or Adequate (1)	Strong (2)	Score
The school/ program included items in the budget packet that will provide opportunities to engage parents and community partners in meaningful dialogue to promote transparency of information and develop supportive partnerships for school improvement, educational programs, resource identification, and support for student achievement.				
TOTAL POINTS				___/12

BRC FINAL RECOMMENDATIONS TO THE OFFICE OF THE COMMISSIONER

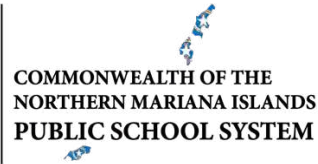
FY 2025
BRC Form 3



Submitted by BRC Chairperson : _____ Date: _____



**CNMI
PSS**



Finance – Procurement & Supply STANDARD OPERATING PROCEDURES

Standard operating procedures (SOPs) can be defined as formal, written guidelines or instructions established by an organization that specifies in detail how to properly accomplish and achieve its goals while ensuring compliance with regulations. An SOP is critical to the organization's effective and efficient operations and requires continuous improvement or revisions on an "as needed" basis. The SOP documents the step-by-step procedures for each office's operations and processes, and serves to fulfill the following purposes:

- To be used as a reference tool for on-the-job training, leaves of absence, fill-ins during vacation, or staff turnover.
- Ensure legality and compliance with BOE Regulations.
- Ensure consistency and uniformity in the execution of procedures for the various processes within each office.
- Ensure transparency and accountability.

This SOP was reviewed and approved by the Commissioner of Education. Any amendments made to this document will require the review and approval of the Commissioner of Education prior to its adoption and implementation.

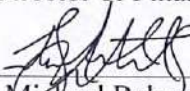
SOP Reference Information:

SOP Version No.: 01

Prepared By:

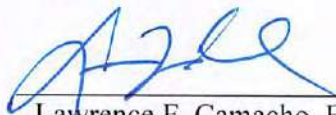


Arlene Lizama
Director of Finance



Michael Babauta
Chief Procurement & Supply
Officer

Approved By:



Lawrence F. Camacho, Ed.D.
Commissioner of Education

Date:

September 05, 2024

Approval Date:

12/11/24

Revision History:

Revision Date:	Section(s) Revised:	Revised By:

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List of Abbreviations and Acronyms:

<u>Abbreviation</u>	<u>Definition</u>
BOE	Board of Education
CNMI	Commonwealth of the Northern Mariana Island
COE	Commissioner of Education
ERP	Enterprise Resource Planning System
ETC	Education Tax Credit
FPO	Federal Programs Office
HRO	Human Resources Office
IFB	Invitation for Bid
ILS	Inventory Log Sheet
P&S	Procurement and Supply
PL	Public Law
PO	Purchase Order
PR	Purchase Requisition
PSS	Public School System
RFP	Request for Proposal
SOP	Standard Operating Procedure

1. General Provisions

1.1 Reference to BOE Regulation

- § 60-40-001 Purpose
- § 60-40-005 Authority
- § 60-40-010 Supplementary Principles of Law Applicable
- § 60-40-015 Requirement of Good Faith
- § 60-40-020 Application of Regulations
- § 60-40-025 Severability

1.2 Purpose

The purpose of this section is to ensure compliance with the general provisions as stated in the Board of Education (BOE) Procurement Regulations referenced above. BOE Regulations are promulgated under the authority of PL 6-10 which make the BOE accountable and the Commissioner of Education (COE) responsible for procurement and supply in the Commonwealth of the Northern Mariana Island's (CNMI) Public School System (PSS). In accordance with section 60-40-001, it is intended that this standard operating procedure (SOP) will construe and apply BOE Procurement Regulations to:

1. Provide for public confidence in the procedures followed in public procurement;
2. Insure the fair and equitable treatment of all persons who deal with the procurement system of the PSS;
3. Provide increased economy in PSS procurement activities and to maximize to the fullest extent practicable the purchasing value of public funds;
4. Foster effective broad-based competition within the free enterprise system; and
5. Provide safeguards for the maintenance of a procurement system of quality and integrity.
6. Establish a system of procurement for the convenience of the PSS and protection of the taxpaying public, not for the benefit and enrichment of vendors. Accordingly, nothing herein is meant to, nor shall it be interpreted to, create any substantive or procedural right of any kind.
7. Nothing herein shall be interpreted to reduce or affect in any particular instance the authority, judgment, or discretion of the BOE or COE to control the PSS guaranteed by the CNMI Constitution and Commonwealth Code.

1.3 Supplementary General Principles of Law Applicable

Unless displaced by the particular provisions of the BOE Procurement Regulations, the principles of law and equity including, but not limited to, the Uniform Commercial Code of the Commonwealth, Education Department General Administrative Regulations, and common law of fraud, conflicts of interest, waste, false pretenses, and public purpose shall supplement this SOP and BOE Regulations.

In addition to this SOP and BOE Regulations, the CNMI PSS will comply with the standards of 2 CFR Part 200.

1.4 Requirement of Good Faith

BOE Procurement Regulations require all parties, including PSS employees and contractors, involved in the negotiation, bidding, performance or administration of the PSS contracts to act in good faith.

1.5 Application of Regulations

Except as otherwise specified by law, the BOE Procurement Regulations apply to every expenditure of PSS funds irrespective of source, including federal assistance monies and Covenant funds, which are not subject to federal procurement requirements. BOE Procurement Regulations do not apply to contracts between the government and its political subdivisions or other governments. Nothing within the BOE Procurement Regulations shall be construed to prevent any governmental body or political subdivision from complying with the terms and conditions of any grant, cooperative agreement or memoranda of understanding. BOE Procurement Regulations do not apply to employment contracts or contracts for personal services under an excepted service.

1.6 Severability

If any provision of the BOE Procurement Regulations or any application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or application of the BOE Procurement Regulations which can be given effect without the invalid provision or application, and to this end, the provision of this chapter is declared to be severable.

1.7 Validity of Contract

No PSS contract covered by the BOE Procurement Regulations shall be valid unless it complies with these regulations.

1.8 Remedy Against Employee

A violation will be reported to the COE and Legal Counsel and the consequences of such violation will be determined by the COE and Legal Counsel.

1.9 Definitions

This section references the various terminologies and definitions used throughout the BOE Procurement Regulations. For compliance and consistency purposes, this SOP will mirror such definitions.

1. “Legal Counsel” means the attorney hired by the Board of Education.
2. “Board of Education” means the elected head body as provided by the constitution and public law.
3. “Commissioner of Education” means the chief state school officer appointed by the BOE to administer the PSS.

4. "Construction" means the process of building, altering, repairing, improving or demolishing a public structure or building or public improvements commonly known as "capital improvements." It does not include the routine maintenance of existing structures, buildings, or public real property.
5. "Contract" means all types of agreements, regardless of what they may be called for the procurement of supplies, services or construction.
6. "Cost-reimbursement contract" means a contract under which a contractor is reimbursed for cost which are allowable and allocable in accordance with the contract terms and these regulations, and a fee, if any.
7. "Dispute" means a disagreement concerning the legal rights and obligations of contracting parties, which, if not settled by mutual agreement, must be referred to a neutral third party for resolution.
8. "Employee" means an individual receiving a salary from the PSS, including appointive and elective officials and non-salaried individuals, including those on honorarium, performing personal services for the PSS. This definition extends to BOE and members of their staff. Consultants, independent contractors and parttime workers shall be considered employees.
9. "Goods" means all property, including but not limited to equipment, materials, supplies, food items and commodities and other tangible personal property of any kind or nature, printing, insurance, leases of real and personal property, and sale or other disposal of real and personal property.
10. "Governor" means the Governor of the Northern Mariana Islands.
11. "Invitation for bids" means all documents, whether attached or incorporated by reference, utilized for soliciting bids.
12. "Official with expenditure authority" means the chief state officer who may extend, obligate, earmark, encumber or otherwise commit public funds under Public Law (PL) 3-68, or under any annual appropriation act.
13. "Person" means an individual, sole proprietorship, partnership, joint venture, corporation, other unincorporated association or a private legal entity.
14. "Procurement" means buying, purchasing, renting, leasing or acquiring construction, goods or services. It also includes all functions that pertain to the obtaining of construction, goods or services, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

15. “Purchase description” means the words used in a solicitation to describe the goods, services or construction to be purchased and includes specifications attached to, or made part of, the solicitation.
16. “Responsible” in reference to a bidder means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.
17. “Responsive” in reference to a bidder, means a person who has submitted a bid which conforms in all materials respects to the invitation for bids.
18. “Services” means the furnishing of time, labor or effort by a person other than an employee, and not involving the delivery of a specific end product other than reports, plans and incidental documents.

1.10 Public Access to Procurement Information

Any individual/entity that wishes to access procurement information must file a formal request with the Office of the COE. Upon approval from the Office of the COE, a procurement staff will schedule a time for viewing of the document at the Procurement and Supply (P&S) Office.

2. Procurement Organization

2.1 Reference to BOE Regulation

§ 60-40-101 Creation of Procurement and Supply Division

§ 60-40-105 Chief of Procurement and Supply

§ 60-40-110 Duties of the Chief

§ 60-40-115 Contract Oversight

§ 60-40-120 Split Contracts

§ 60-40-125 Acceptance of Gratuities by Chief of Procurement and Supply Division Employees

§ 60-40-130 Procurement Services

§ 60-40-135 Centralized Procurement of Supplies

2.2 Purpose

The purpose of this section is to provide clarity on the organization of the PSS P&S Division and its duties as per the general provisions as stated in the BOE Procurement Regulations referenced above. BOE Regulations are promulgated under the authority of PL 6-10 which make the BOE accountable and the COE responsible for procurement and supply in the CNMI PSS.

2.3 Creation of Procurement and Supply Division

The P&S Division was created under the management of the COE in the execution of those duties authorized under Public Law 3-63, or under any annual appropriations act.

2.4 Chief of Procurement and Supply

The COE shall appoint a Chief of P&S to administer and supervise the day-to-day activities of the division. PSS Human Resources Office (HRO) holds the procedures of the hiring process.

2.5 Duties of the Chief

The duties and responsibilities of the Chief of P&S include, but are not limited to, the following:

1. Oversee the compliance of all the BOE Procurement Regulations within PSS procurement;
2. Sell, trade, or otherwise dispose of surplus property belonging to and no longer needed by the PSS;
3. Conduct bidding, procurement, negotiation or administration of PSS contracts upon request of the official with expenditure authority;
4. Provide advanced planning for the centralized purchase of PSS supplies;
5. Exercise general supervision and control over all inventories of supplies belonging to the PSS;
6. Establish and maintain programs for the inspection, testing and acceptance of supplies;
7. Exercise general supervision and control over the employees of this division.

2.6 Contract Oversight

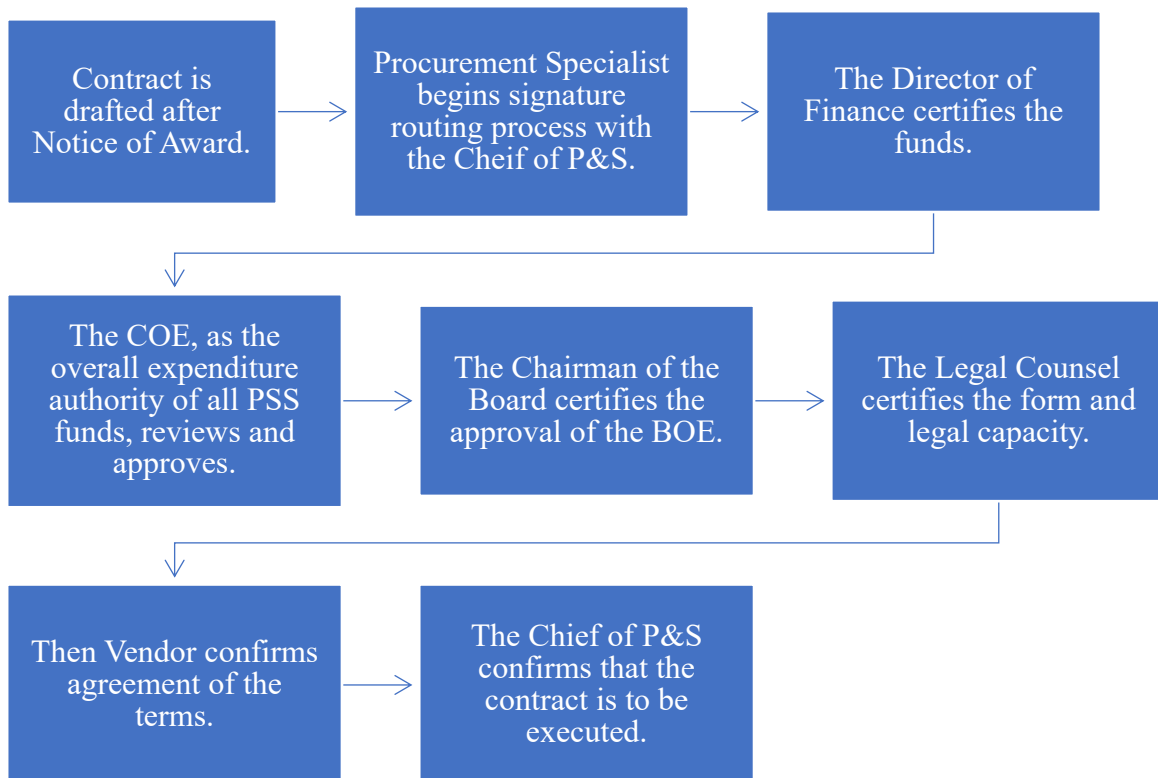
No contract is effective against the PSS until all the PSS officials whose signatures appear on the contract form have signed the contract. Officials may withhold signing the contract for any reason deemed in the best interest of the PSS. Such officials include the following:

1. Chief of P&S – For certifying the correctness of all contracts according to the PSS policies.
2. Director of Finance – To certify funds.
 - a. Local Funds will be reviewed by the Comptroller prior to submission to the Director of Finance.
 - b. Federal Funds will be reviewed by the Federal Programs Officer prior to submission to the Director of Finance.
3. The COE – As the overall expenditure authority of all PSS funds.
4. The Chairperson of the BOE – To certify the approval of the BOE.
5. Legal Counsel – To certify the form and legal capacity.
6. Vendor – To confirm agreement of the terms
7. Chief of P&S – Confirm that the contract is to be executed.

It is the responsibility of the official with expenditure authority to ensure that the contractor does not sign the contract or incur any expenses under it until all necessary government signatures have been obtained. The supervision and inspection of a project is the primary responsibility of the official with expenditure authority.

A contract shall contain a right to audit records clause (See section 7.16). A copy of the completed signed contract will be provided to the vendor.

2.7 Flowchart



2.8 Split Contracts

Based on professional opinion, if the Chief of P&S determines that a contract has been split into subcontracts for the purpose of avoiding bidding or if a change order or modification is unreasonably being made to increase the contract price where a contract has been bid and awarded to the lowest responsible and responsive bidder, then the Chief of P&S may require the contract or the modification to be competitively bid.

2.9 Acceptance of Gratuities by Chief of Procurement and Supply Division Employees

In addition to the restrictions found in § 60-40-525, the Chief of P&S and the employees of the P&S Division shall be subject to additional restrictions to avoid the appearance of impropriety. The Chief of P&S or his employees cannot accept from any person any gift of value given to them with the intent to influence their business judgement. See section 5.8 for guidance on violation of this regulation.

2.10 Procurement Services

Upon request of any official with expenditure authority, the Chief of P&S shall provide assistance or conduct the bidding, procurement, negotiation or administration of a particular contract. See section 7 for more details.

2.11 Centralized Procurement of Supplies

The Chief of P&S may, with the approval of the COE purchase supplies in large quantities to be relied upon by all departments, agencies, offices and branches when in the best interest of the PSS No separate contract or purchase order for these supplies will be approved.

3. Receiving Fixed Assets and/or Consumable Fixed Assets

3.1 Reference to BOE Regulation

§ 60-20-815 Inventory Requirements

3.2 Purpose

The purpose of this section is to document the processes for § 60-20-815(c)(1) to (4) Custody and Internal Control of Fixed Assets.

3.3 Procedure

Any item determined to be sensitive, portable, or prone to theft and has a life greater than one year should be tagged. Additional items to be tagged regardless of their value include controlled items such as overhead projectors, printers, televisions, video cameras, digital cameras, fax machine, PCs, monitors, laptop computers, tablets, two-way radios, and any item which may be easily stolen.

In order to maintain accurate asset records, when receiving a new asset into the organization, the following procedures must be followed:

3.3.1 Tagging of Assets

A Procurement Specialist will determine if the asset adheres to a three-way match. The invoice must match the amount of goods delivered and the purchase order or contract issued.

1. If this match is met then the asset is eligible to receive a property tag.
2. In case of partial delivery, the items received will be tagged and the school or program should be advised of this partial delivery.

3.3.2. Logging of Assets

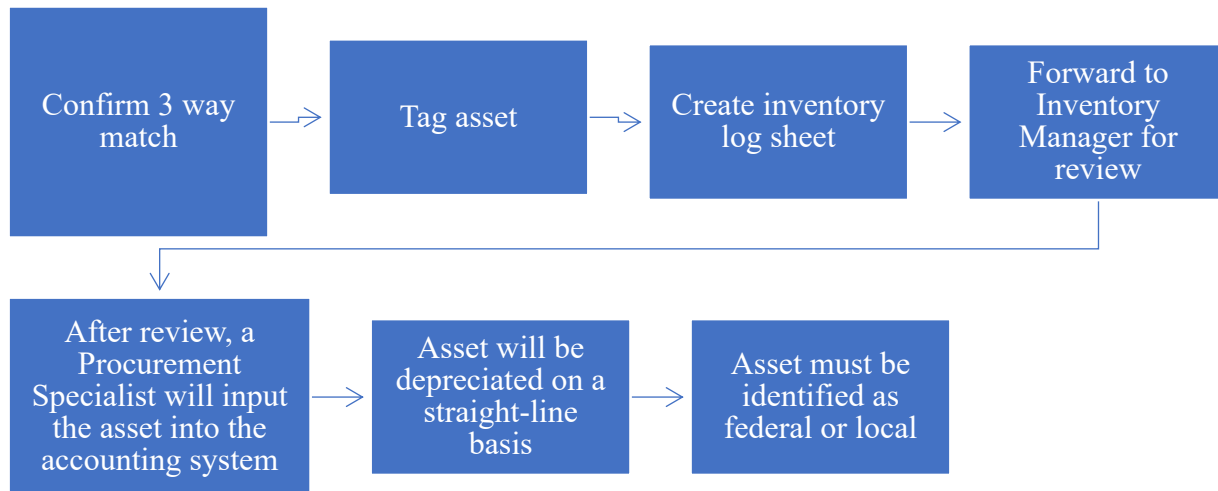
Once an asset has been tagged, it needs to be recorded. The PSS Inventory Log Sheet (**Appendix 1**) is used to report all adjustments required in the Master Fixed Asset list. When receiving a new asset, a Procurement Specialist will fill out the following columns:

1. Tag Number/Property Number: Fill in the number shown on the bottom of the barcode label that was placed on the asset.
2. Asset Description: Brief description of the item including Make/Model using the manufacturer's name and model number
3. Serial #: Use the manufacturer's serial number
4. Custodian
 - a. The custodian of the fixed assets will be responsible for those fixed assets assigned to said employee until the date of separation or asset is transferred to another custodian. (See **Appendix 2**, Accountability Form)
5. Purchase Order (PO) Number: Fill in the purchase order used to purchase the asset.
6. Unit Price: Fill in the cost of the asset. We must have a cost and/or PO# to add an asset to the system. This enables a value for the asset to be established and may help to determine the source of funding by account number.
7. Location: Location where asset is primarily located.
8. Quantity
9. The Inventory Log Sheet Form along with the Asset Accountability form shall be completed in its entirety and forwarded to the Inventory Manager once the school or department signs for the items. The Inventory Manager should be contacted if there are any questions concerning a specific asset.

3.3.3. Recording of Assets

1. Upon receipt of completed PSS Inventory Log Sheet, the Procurement Specialist will input the asset information into the Enterprise Resource Planning (ERP) system.
2. All depreciation will be recorded on a straight-line basis. All assets shall be depreciated in accordance with Internal Revenue Guidelines. All fully depreciated assets, that are still in use, will remain on the PSS balance sheet as per generally accepted accounting principles.
3. All fixed assets purchased shall be identified on the fixed assets ledger and shall include proper identification as to federal or local status.

3.4 Flowchart



4. Transfer of Assets

4.1 Reference to BOE Regulation

§ 60-20-815 Inventory Requirements

4.2 Purpose

The purpose of this section is to document the processes for § 60-20-815(c)(1) to (4) Custody and Internal Control of Fixed Assets.

4.3 Procedure

In order to maintain accurate asset records, asset transfers shall be recorded promptly. A permanent transfer is one that has no current plans of return.

4.3.1 Permanent Transfers Within the Organization

1. It is the responsibility of the department to notify Inventory Manager of all relocations of assets.
2. The custodian transferring equipment will complete an Asset Accountability form and submit the form to the inventory control manager. Information required on the form includes:
 - a. Tag Number/Property Number: Fill in the number shown on the bottom of the barcode label that was placed on the asset.
 - b. Asset Description: Brief description of the item including Make/Model using the manufacturer's name and model number
 - c. Serial #: Use the manufacturer's serial number

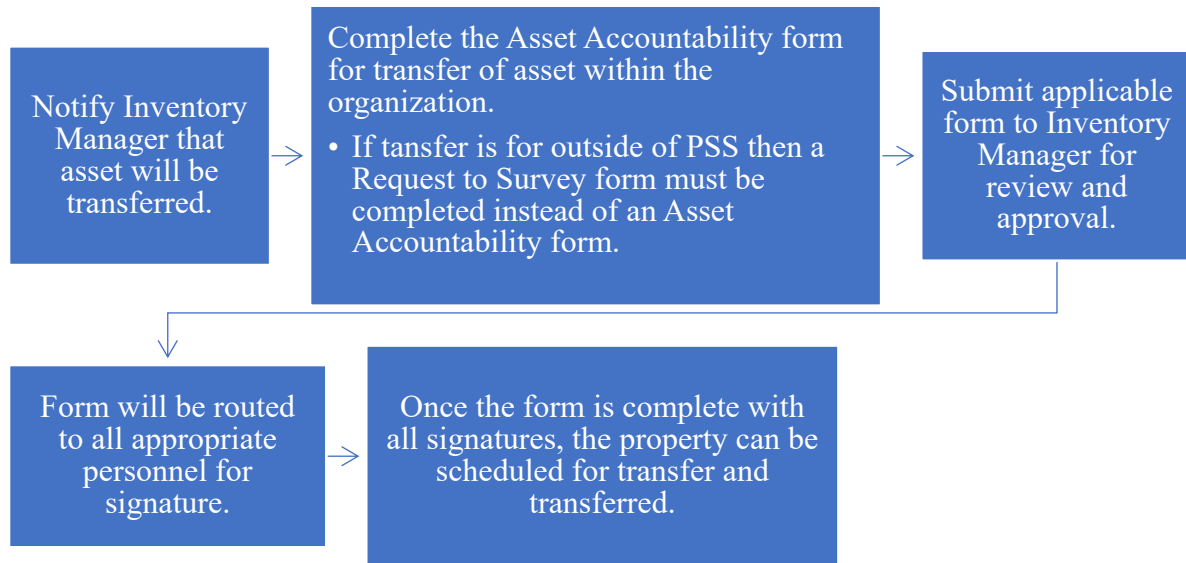
- d. Previous custodian
- e. New Location
- f. Quantity

4.3.2 Transfers to Local Agencies/Sale of Assets/Donation of Assets/Junked or Salvaged for Parts

In order to transfer, sale, or donate fixed assets or consumable fixed assets from property inventory records, a process known as a 'Survey' must be completed. The following procedures must be taken:

1. The transferring/selling/donating school or department will submit the appropriate form. For internal transfer an Asset Accountability form must be submitted to the Inventory Manager. An external transfer requires a *Request to Survey form (Appendix 3)* be submitted to the Inventory Manager. A complete description of the item, including the tag number and serial number, if available, should be furnished on either form.
2. The Inventory Manager will review the form and schedule a Procurement Specialist to survey the property for external transfers. Once all asset information signatures are attained for the Asset Accountability form, the external transfer can take place.
3. After review and approval by the Inventory Manager, the Inventory Manager will provide the Request to Survey Form to the Chief of P&S, the COE, and then to the Director of Finance for approval and signature to remove the equipment(s) from the department's equipment inventory records.
4. Once the Request to Survey Form is completed and signed by the appropriate personnel, the fixed asset or consumable fixed asset is able to be transferred/sold/donated between local agencies.
5. A pick-up time will be scheduled with the local agency to perform the transfer/exchange. The transfer/sale/donation must also be recorded and witnessed by the Procurement Specialist on the Request to Survey Form following the above procedures.
 - a. In the event of a sale, a predetermined price will be paid to the CNMI PSS Treasury by the local agency. Once a receipt is issued, it will be presented to the P&S Office as proof of payment and then the surveyed asset can be scheduled for transfer.

4.4 Flowchart



5. Disposition of Assets

5.1 Reference to BOE Regulation

§ 60-20-815 Inventory Requirements

5.2 Purpose

The purpose of this section is to document the processes for § 60-20-815(e) Disposition of Fixed Assets.

5.3 Procedure

In order to retire fixed assets or consumable fixed assets from property inventory records, a process known as a 'Survey' must be completed. The following procedures must be taken:

1. The transferring/selling/donating school or department will submit a *Request to Survey Property Form* (**Appendix 3**) to the Inventory Manager. A complete description of the item, including the tag number and serial number, if available, should be furnished.
2. The Inventory Manager will review the form and schedule a Procurement Specialist to survey the property.

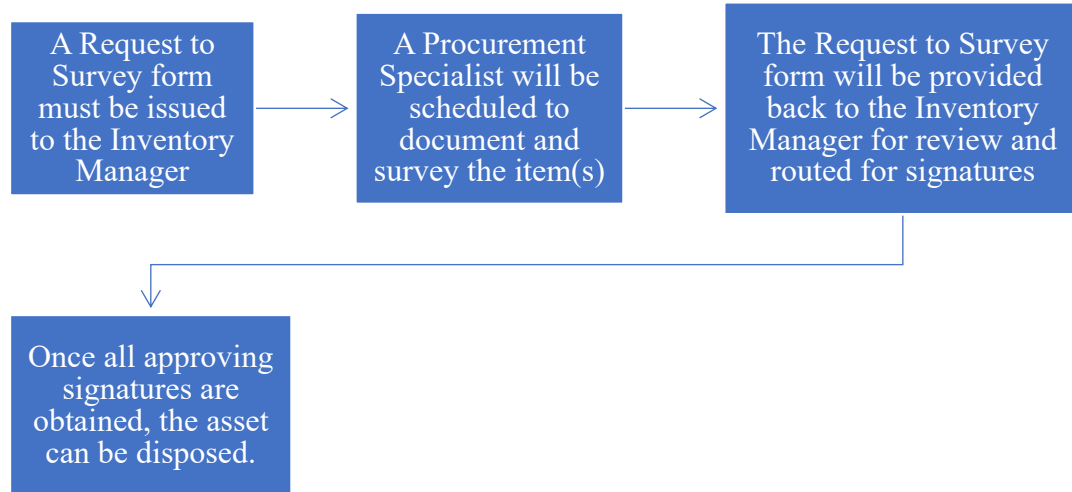
After review and approval by the Inventory Manager, the Inventory Manager will provide the Request to Survey Form to the Chief of P&S, the COE, and then to the Director of Finance for approval and signature to remove the equipment(s) from the department's equipment inventory records.

3. The disposal of property may proceed by cannibalizing, junking, salvaging, selling, donating or trading-in these items. The disposal must also be recorded and witnessed by

the Procurement Specialist on the Request to Survey Form following the above procedures.

In order to maintain accurate asset records, asset disposals shall be recorded promptly. These records shall reflect whether the items have been surpluses, traded in, sold, stolen, or destroyed. When property is beyond repair or is no longer needed, the equipment item must be disposed of by the department.

5.4 Flowchart



6. Annual Inventory

6.1 Reference to BOE Regulation

§ 60-20-815 Inventory Requirements

6.2 Purpose

The purpose of this section is to document the processes for § 60-20-815(a) & (c)(5) Annual Inventory. § 60-20-815§ 60-20-815

6.3 Procedure

The P&S Department shall perform at least one (1) annual fixed asset inventory count. This inventory of fixed assets shall follow the fixed asset policy. The procedures for the annual count are as follows:

1. Ensure that fixed asset ledgers are updated prior to generating the annual count worksheet. The inventory listing shall follow the format indicated in **Appendix 4**.
2. Before the end of the fiscal year, a summary of all items contained on the Master Fixed Asset Listing will be forwarded to each School Principal or Department Head. It is the responsibility of the School Principals or Department Heads to validate the accuracy of the list and highlight any discrepancies. The department personnel should conduct the

inventory for the room they are assigned and its contents.

- a. The Master Fixed Asset Listing should contain the object account, PSS tag numbers, item description, custodian, date acquired, funding source, percentage of federal participation, original cost, location, condition, asset number, and department. This will be used for the field inventory count. (See **Appendix 4** for sample Master Fixed Asset Listing).
 - b. If there are any discrepancies on the Master Fixed Asset Listing, the list will be updated and reissued before the scheduled visit to the location. This will enable the school and departments to prepare and have the equipment ready for count on a designated visit date.
3. The Procurement Specialist will undertake a physical audit on all fixed assets in coordination with the School Principals or Department Heads. All custodians must be matched with the appropriate records of assigned fixed assets maintained at the Central P&S Office.
 - a. Any items found by the Procurement Specialist at the location that does not have a PSS tag number, are not listed on the worksheet, and are not personal property will be tagged and recorded.
 - b. Non-tagged assets (e.g., buildings, land, improvements) will also be inventoried, and the ownership, location, and status of these assets will be verified.
 - c. Fixed Assets assigned to custodians that are present and have no discrepancy should be signed off by the custodian. If the custodian is not present, then the respective Department Head or School Principal can sign off on behalf of the absent custodian. The Master Fixed Asset Listing should also be signed by the respective Department Head or School Principal.
4. An inventory listing will properly identify all discrepancies disclosed by physical inventory and documented within the “comment” section on the listing. It will be signed by the respective School Principal or Department Head and the Procurement Specialist indicating that the physical inventory of all or certain classes of property was completed on a given date, and that official property records were found to be in agreement or have a discrepancy with the physical inventory. The listing will be furnished at the completion of the physical inventory.
 - a. Discrepancy report listing shall follow the format indicated in **Appendix 5**.
5. All discrepancies between custodians and their respective fixed assets must be cleared within 90 days after the closing of the fiscal year.
6. The completed annual fixed asset inventory count documents shall be filed and maintained by the P&S Office for a period of five (5) years as required by the statute of

limitations. All annual fixed asset inventory count records shall be readily accessible for audit purposes.

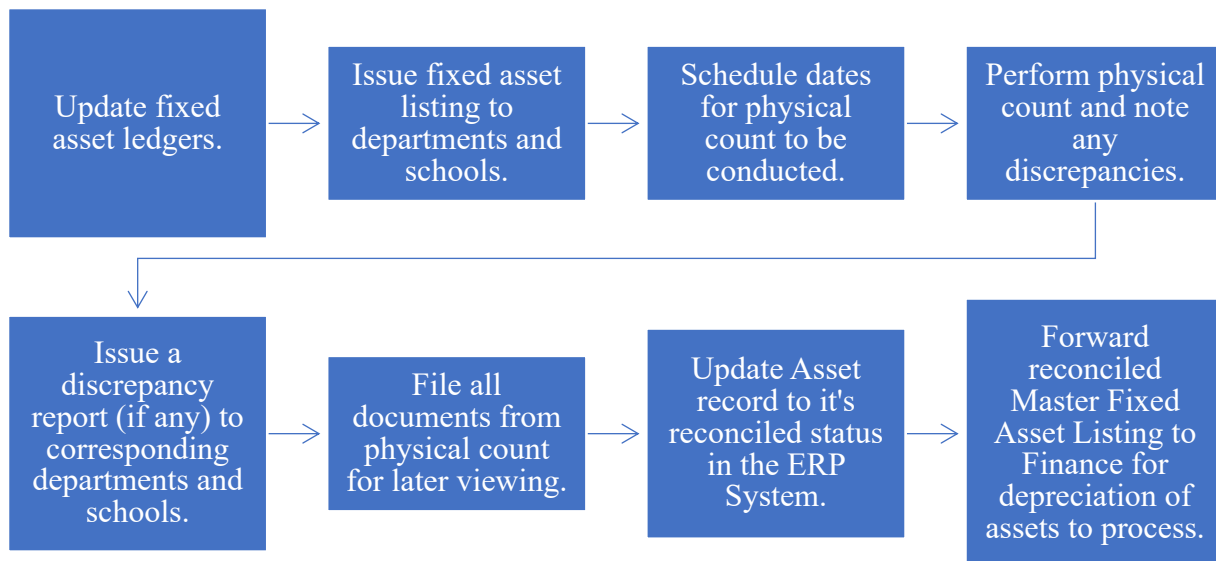
6.4 Reconciliation

1. After the annual fixed asset inventory count is conducted, the data should be shared with the Chief of P&S for reconciliation and exception processing. This data will be used to update the Master Fixed Asset Listing for the fiscal year-end.
2. Any exceptions in the Master Fixed Asset Listing will be identified by comparing the field inventory results with the asset information in the Master Fixed Asset Listing. When field results for an asset are the same as the information in the Master Fixed Asset Listing, the asset will be updated as reconciled and the date of the inventory recorded in the asset record within the ERP System.

If there is any discrepancy between the field inventory information for an asset and the Master Fixed Asset Listing, the record will be marked as an exception that will need to be reconciled.

3. The reconciled Master Fixed Asset Listing should be routed to the Finance Office (Director of Finance and Comptroller) to perform depreciation processes and to reconcile the financial statement for the fiscal year-end.

6.5 Flowchart



7. Source Selection and Contract formation

7.1 Reference to BOE Regulation

§ 60-40-201 Methods of Source Selection

§ 60-40-205 Competitive Sealed Bidding

§ 60-40-210 Small Purchases
§ 60-40-215 Sole Source Procurement
§ 60-40-220 Emergency Procurement
§ 60-40-225 Competitive Sealed Proposals
§ 60-40-230 Competitive Selection Procedures for Professional Services
§ 60-40-235 Cancellation
§ 60-40-240 Responsible of Bidders and Duties
§ 60-40-245 Pre-qualification of Contractors
§ 60-40-250 Types of Contracts
§ 60-40-251 Change Orders
§ 60-40-255 Right to Inspect Place of Business
§ 60-40-260 Right to Audit Records
§ 60-40-265 Report of Anti-competitive or Deceptive Practices
§ 60-40-270 Retention of Procurement Records

7.2 Purpose

The purpose of this section is to determine the method or procedure on which a procurement is conducted in accordance on the regulations stated above.

7.3 Methods of Source Selection

Unless otherwise authorized by law or by regulation, all PSS contracts above \$10,001.00 subject to § 60-40-210 shall be awarded by competitive sealed bidding, except as provided in:

1. § 60-40-210 (Small Purchases)
2. § 60-40-215 (Sole Source Procurement)
3. § 60-40-220 (Emergency Procurement)
4. § 60-40-225 (Competitive Sealed Proposals)
5. § 60-40-230 (Professional Services)
6. § 60-40-305 (Architect-Engineer Services).

For purchases in excess of the Federal Simplified Acquisition Threshold, including contract modifications, PSS must perform a cost or price analysis in connection with that procurement.

7.4 Competitive Sealed Bidding

7.4.1 Invitation for Bid (IFB)

The request for an IFB must be accompanied by complete supporting documents and forwarded to the Office of the Commissioner for review and consideration before it is processed by the Office of Procurement and Supply.

1. Supporting documents shall include:

- a. Justification memorandum
- b. Scope of Work
- c. Specifications
- d. Source of funds chargeable
- e. Requesting school/program/office is responsible for routing Purchase Order for paid Advertisement

An IFB announcement and package shall contain, at a minimum, the following information:

1. An IFB No;
2. Name, address, and location of issuing office:
Office of Procurement and Supply
P.O. Box 501370 CK
Capitol Building No. 1206
Saipan, MP 96950
3. Specific location where bids must be submitted:
Office of Procurement and Supply
Capitol Hill Building No. 1206
4. Date, hour and place of bid opening;
5. A detailed purchase description;
6. Quantity to be furnished;
7. Essential contractual terms and conditions; and
8. Any bonding requirements.

7.4.2 Public Notice

The Public Notice for IFB shall be given a reasonable time prior to the date set forth for the opening bid. Publication of notice in a newspaper of general circulation in the Commonwealth once in each week over a period of thirty (30) days shall be deemed to be adequate.

If the Chief of P&S determines that a shorter advertisement period is reasonable and necessary, such shortened time is allowable. Such shortened period shall allow vendors a reasonable opportunity to respond considering the circumstances of the procurement, such as its complexity

and urgency. The advertisement period shall never be less than seven (7) calendar days.

The Chief of P&S may extend an advertisement period by not more than sixty (60) calendar days should circumstance warrant, considering factors such as the degree of urgency, complexity, expected increase of vendor participation, anticipated extent of subcontracting, the geographic distribution of vendors, and the like.

The IFB Announcement is printed on a PSS letterhead and is routed to the P&S Officer for:

1. An IFB No. The number is issued from the IFB logbook.
2. Review to ensure compliance with procurement regulations.
3. Signature/approval.
4. Route to COE's office for review/approval.

7.4.3 Bidding Time

A bidding time of at least four (4) weeks shall be provided, unless the P&S Officer determines in writing that a shorter period is necessary.

7.4.4 Bidding Receipt

All bids must be submitted to the P&S Office. Bids shall be received prior to the scheduled date set for opening and shall be maintained sealed in a locked receptacle at this office.

If a bid is opened by mistake, it shall be resealed and the person who opened the bid shall affix his/her signature and print position title on the envelope and deliver it to the P&S Office. No information contained in the bid shall be disclosed prior to bid opening. The P&S Officer shall cause the opened bid to be placed into the receptacle.

7.4.5 Bid Opening

The bid opening shall be conducted by the P&S Officer and a P&S staff. Bids shall be open and made public as required in the IFB. The amount of each bid, together with the name of each bidder shall be recorded. The record and each bid shall be opened to public inspection (See section 7.18 for Retention of Procurement Records). The P&S Officer shall prepare a written summary of the bid opening.

7.4.6 Bid Acceptance and Evaluation

All bids shall be unconditionally accepted without alteration or correction, except as authorized by regulations. Bids shall be evaluated based on the requirements set forth in the published IFB, which may include criteria as is necessary and reasonably permit a determination as to the acceptability of the bid for the particular purpose intended.

7.4.6.a. Bid Evaluation Procedures

1. The P&S Office shall transmit the packet containing the lowest bid received to the requesting PSS office, school, or program for its evaluation.
2. The P&S Office, in consultation with the requesting PSS office, school, or program shall perform a responsibility determination as may be required and in accordance with the requirements as established in 60-40-240 of the BOE Regulations (See section 7.9 of this SOP for further details).
3. The requesting PSS office, school, or program shall evaluate bids based on the requirements set forth in the invitation for bids, which may include criteria as necessary to reasonably permit a determination as to the acceptability of the bid for the particular purpose intended. The following shall be performed prior to conducting the bid evaluation:
 - a. The requesting PSS office, school, or program shall select and impanel a bid evaluation committee consisting of at least three (3) members prior to conducting the evaluation.
 - b. The bid evaluation committee shall receive clear information and instructions about the requirements and expectations, i.e. importance of confidentiality, conflict of interest, the general evaluation process, etc. from the requesting PSS office, school, or program.
 - c. The P&S Office shall conduct a brief orientation and provide guidance on procurement regulations to an impaneled bid evaluation committee as requested and needed.
4. The requesting PSS office, school, or program shall transmit the entire bid package back to the P&S Office, along with the bid evaluation sheets and a memorandum in support of its selection and recommendation to approve or reject the bid.

7.4.6.b. Bid Rejection.

A bid may be rejected for any of the following reasons:

1. Failure to conform to essential requirements of the invitation for bids such as specifications or time of delivery;
2. Imposition of conditions or restrictions in the bid which modify requirements of the invitation or limit the bidder's liability to the PSS. For example, bids shall be rejected in which the bidder:
 - a. Protects against future changes in conditions, such as increased costs;
 - b. Fails to state a price and indicates that price shall be the price in effect at the time of delivery;

- c. States a price but qualifies it as subject to price in effect at the time of the delivery; or
 - d. Limits the rights of the PSS.
- 3. Unreasonableness as to price;
- 4. A bid from a non-responsible bidder.

7.4.6.c. Correction or Withdrawal of Bids; Cancellation of Awards.

Correction or withdrawal of inadvertently erroneous bids, before or after award, or cancellation of awards or contracts based on bid mistakes must be approved by the Chief of P&S in writing. After the bid opening, no changes in bid price or other provisions of bids prejudicial to the interest of the PSS or fair competition shall be allowed. Whenever a bid mistake is suspected, the COE shall request confirmation of the bid prior to award. In such an instance, if the bidder alleges an error, the COE shall only permit correction of the bid or withdrawal of the bid in accordance with the following:

1. Correction of Bids.

Correction of bids shall only be permitted when:

- a. An obvious clerical mistake is clearly evident from examining the bid document. Example of such mistakes are errors in addition or the obvious misplacement of a decimal point; or
- b. The otherwise low bidder alleges a mistake and the intended bid is evident from the bid document or is otherwise supported by clear and convincing evidence as to the bid intended and the corrected bid remains the low bid. A low bidder may not be permitted to correct a bid mistake resulting from an error in judgement.

2. Withdrawal of Bids.

- a. Withdrawal of a bid shall only be permitted where the otherwise low bidder alleges a mistake and there is clear and convincing evidence as to the existence of a mistake.

3. Cancellation of Awards.

Cancellation of awards or contracts shall only be permitted when:

- a. Evidence as to the existence of the mistake is not discovered until after the award;
- b. Performance of the contract at the award price would be unconscionable.

7.4.6.d. Notice of Intent to Award.

After bid evaluation has been completed and submitted, a procurement specialist shall prepare

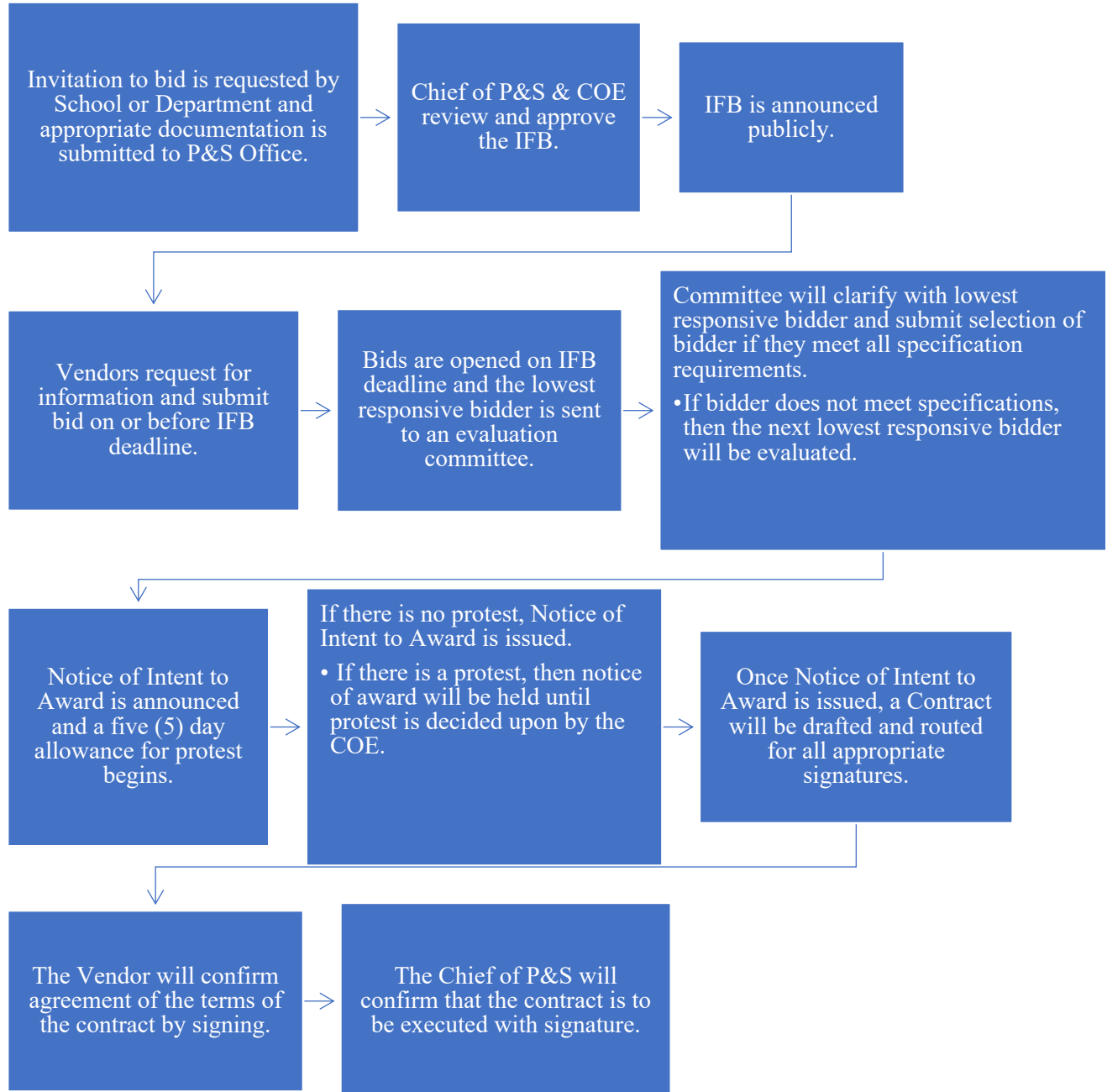
and issue a notice of intent to award the contract to the lowest responsive bid by a responsible bidder whose bid fully meets the requirements of the invitation for bids and this section. The notice shall be issued to all bidders. The notice of intent to award is not a promise or guarantee of award, and the intended bidder should not incur any costs based on either the notice of intent to award or reliance of a contract.

7.4.6.e. Award.

The contract must be awarded with reasonable promptness by written notice to the lowest responsive bid by a responsible bidder whose bid fully meets the requirements of the invitation for bids and this section.

1. The contract cannot be awarded less than five (5) business days after the issuance of a notice of intent to award pursuant to subsection.
2. Unsuccessful bidders shall also be promptly notified.
3. Notice of an award shall only be made by the presentation of a contract with all the required signatures to the bidder.
 - a. No other notice of an award shall be made orally or by letter. No acceptance of an offer shall occur, nor shall any contract be formed until a PSS contract is written and has been approved by all the officials required by law and regulation.
 - b. The PSS contract shall contain a clause which states that the signature of the private contractor shall be the last in time to be affixed to a contract and that no contract can be formed prior to the approval of all required PSS Officials.
4. In the event all bids exceed available funds and the bid of the lowest responsive and responsible bidder does not exceed those funds by more than five percent (5%), and time or economic considerations preclude re-solicitation of work of a reduced scope, the COE may authorize the Chief of P&S to negotiate an adjustment of the bid price, including changes in bid requirements, with the lowest responsive and responsible bidder in order to bring the bid price within the amount of available funds. The negotiation shall be documented in writing and attached to the bidding documents.

7.4.7 Competitive Sealed Bidding Flow Chart



7.5 Small Purchases

7.5.1 Small Purchase Order (For purchases \$25,000 and below)

1. Any procurement not exceeding the amounts established herein may be made in accordance with small purchase procedures. However, procurement requirements shall not be artificially divided so as to constitute a small purchase.

- a. Artificial separation is the breaking down of a procurement that would fall under the procedures for a three (3) price quotation procurement into several single quote procurements.
2. Purchase orders may also be utilized instead of contracts for purchasing instructional materials, books, and publications.
3. This section shall not apply to lease or purchase of vehicles, machinery and equipment or to the purchase of professional services.
4. Construction services may be procured by obtaining three (3) price quotations from qualified contractors. Procurement under this subsection shall be limited to renovations of existing structures, repairs, maintenance, materials, and construction equipment. No new buildings or structures shall be built using this subsection. Contracts procured hereunder shall not exceed \$50,000 and shall be accompanied by a justification, in writing, by the Capital Improvements Projects office and agreed to and signed by the COE.
 - a. Prepare a small purchase through purchase requestion (PR) form (**Appendix 6a & 6b**). Attach three (3) quotes solicited from suppliers.
 - b. The small purchase requisitions shall contain:
 - i. Name of requesting department/school/office;
 - ii. Date requesting department/school/office prepared the form;
 - iii. Vendor address (mailing or physical address);
 - iv. Description of articles (contains a field to indicate all articles);
 - v. Quantity (No. of units required per article);
 - vi. Unit (Type of measure);
 - vii. Unit price (estimated price per unit); and
 - viii. Amount (Quantity multiplied by unit price)
 - c. A Procurement Specialist will review the PR by verifying all information for accuracy and correctness.
 - d. A Procurement Specialist will date and time stamp all properly completed PRs for record keeping purposes and log the information in the P&S Google Drive log sheet. The Procurement Specialist entering the information will also initial and date near column titled "Total."

- e. The documents will then be routed to the Chief of P&S for further review and approval. Once approved, a Procurement Specialist will log out the document from the P&S Google Drive log sheet to next routing destination for fund certification.
 - i. A Procurement Specialist will log the PR information through P&S Google Drive log sheet following the route for approval and signatures.
 - 1. A Procurement Specialist will input the purchase requisition into the ERP System which auto generates a PR No. The Procurement Specialist will write the PR No. on the top right-hand corner titled “Requisition No.” on the PR form.
 - ii. To distinguish routing destination for purchase requisition funding certification, the account information from the justification or purchase requisition will determine which Office it will need to route to:
 - 1. Local Funds – Finance Office
 - 2. Federal Funds – Federal Programs Office
 - 3. Education Tax Credit (ETC) – Finance Office
 - iii. All fund certification (regardless of federal or local funding) must be signed by the Director of Finance.
- f. Once the purchase requisition has been certified by the Director of Finance, then it will route to the COE’s Office for approval & signature. A Procurement Specialist will log out the information of purchase requisition from the P&S Google Drive log sheet for next routing destination.
- g. Once the PR is had been approved, signed, and returned to the P&S Office by the COE office, it will be inputted into ERP System and printed as purchase order. The purchase order will be signed by the Chief of P&S to signify a fully executed contract and is ready to be released.
- h. A Procurement Specialist will scan the purchase order into the P&S server and insert a copy into the ERP System for file.
- i. A Procurement Specialist will provide the purchase order to the requesting school or department.
 - i. The Procurement Specialist will give the original copy for the school or department to submit to the vendor.

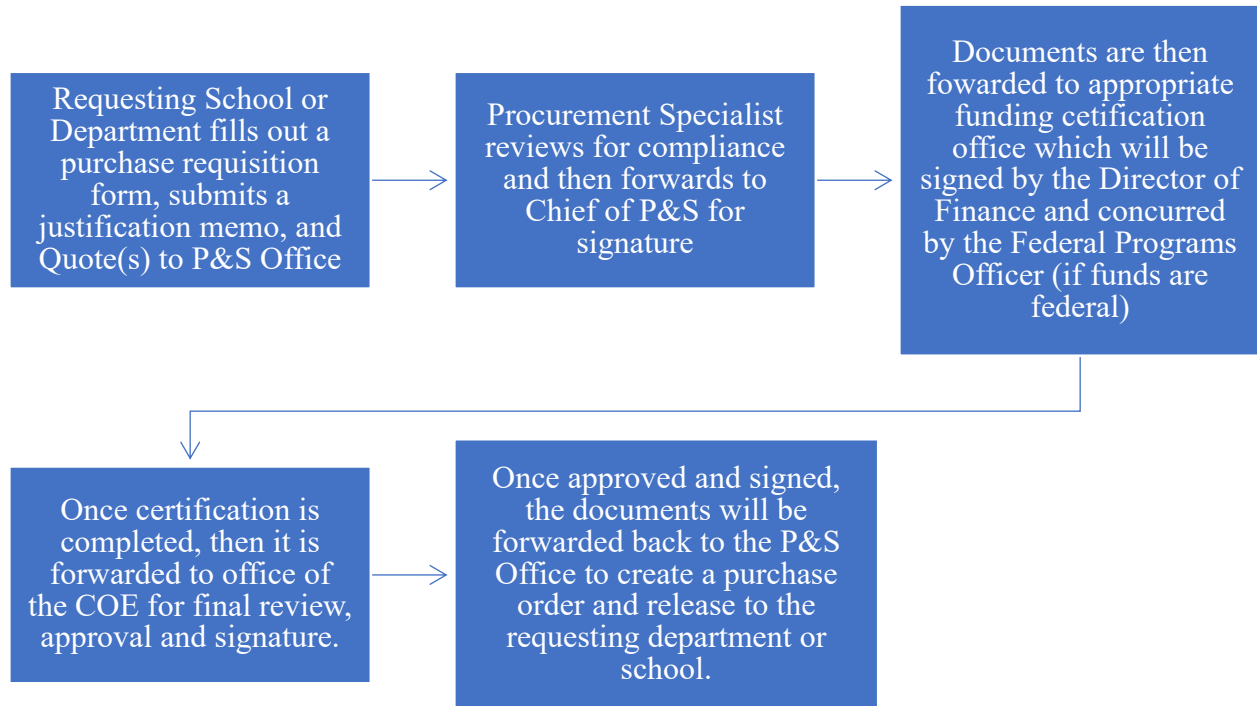
- ii. An acknowledgement copy for the requesting department or school is to be signed by the vendor and maintained by the requesting department or school for its file that the vendor has received the purchase order.
- iii. The P&S Office will retain a hard copy for its file.
- iv. The last two copies (the acknowledgement copy and the P&S Office copy) will contain a “rider” which is a listing of all items that are being purchased.

7.5.2 Small Purchase Order (For purchases under \$1,000)

The process in completing a small purchase order will mirror section 7.3.1, with the exception of the following:

1. For purchase orders under \$1,000 the Chief of P&S will make a determination in writing indicating:
 - a. the reason why price quotations were not sought;
 - b. the utility of the purchase;
 - c. an explanation of why the price is reasonable under the circumstances.
2. Attach PSS Request for Quotation form (**Appendix 7**) with the price quotation obtained. See section 7.5.4 for procedures pertaining to the request for quotations.

7.5.3 Flow Chart



7.5.4 Request for Quotations

1. When requesting for quotations, a PSS RFQ form should be utilized & completed by the requesting school or department (**See Appendix 7**). The following information should be on the RFQ form:
 - a. Date - when request was sent;
 - b. Vendor full address, fax number, and phone number;
 - c. Description of all items and/or services;
 - d. Quantity/Unit (Type of measure), Unit Price, and Subtotal.
2. RFQs can be disbursed to vendors through the following communication tools:
 - a. Fax transmittal
 - b. Email transmittal

- c. Mail
 - d. Messenger
3. Indicate deadline of request by at least three (3) days. If the request is urgent, then a deadline of request by one (1) day is to be indicated.

7.6 Sole Source Procurement

A contract may be awarded for a supply, service, instructional materials, and or construction item without competition when the Chief of P&S determines in writing:

1. There is only one (1) sole source for the required supply, service, or construction item;
2. The purpose is to obtain expert witnesses for litigation;
3. The purpose is to obtain legal services;
4. The purpose is to obtain the services provided by lecturers, speakers, trainers, or facilitators when the vendor uses specialized training methods or techniques or has expertise in the subject matter; or
5. The purpose is to purchase registration or workshop fees for conferences or training.

Written determination justifying sole source procurement shall be provided by the requesting school or department and through the expenditure authority.

All sole source procurement requests must be approved by the Chief of P&S and the COE.

Required documentation to include:

1. PR (where applicable);
2. Justification memo (Must indicate “Sole Source Procurement”)
3. Price quotation from sole supplier;
4. Sole source documentation from supplier (Must contain unique capabilities of products or services); and
5. Sole Source Form (**Appendix 8**).

7.7 Emergency Procurement

The P&S Officer shall determine that an unusual and compelling urgency that precludes full and open competition exists after reviewing written information provided by a requesting school, program, or office.

The P&S Officer shall determine that a delay in award would result in serious injury, financial or other harm to the PSS. An emergency procurement must be competitive as practicable under the circumstances.

Justification memoranda must contain the following items:

1. A description of action being approved;
2. A description of the supplies or services required to meet the needs, including estimated value;
3. A description of efforts made to ensure that offers are solicited from as many sources as is practicable;
4. A determination that the anticipated cost to PSS will be fair and reasonable; and
5. Data, estimated cost, or other rationale as to the extent and nature of the harm to PSS.

The justification memorandum must be approved by the P&S Officer and COE.

7.7.1 Procedure

See sections 7.5.1 – 7.5.3

7.8 Competitive Sealed Proposals

When the COE determines in writing, upon advice of the Legal Counsel, that the use of competitive sealed bidding is either not practical or advantageous to the PSS, a contract may be entered into by competitive sealed proposal.

7.8.1 Request for Proposals (RFP)

An RFP must be accompanied with complete supporting documents. It will first be routed to the Chief of P&S for review, approval and signature. The documents will then be forwarded to the Office of the Commissioner for the COE's review, approval, and signature. Once the documents are approved, it will be sent back and processed by the P&S Office.

1. Supporting documents shall include:
 - a. Justification memorandum with the following information:
 - i. An RFP No. (Each RFP assigned a unique RFP No. from the RFP log)
 - ii. Scope of Work
 - iii. Specifications
 - iv. Source of funds chargeable

v. Evaluation criteria

2. Notice of determination from the COE office approving use of competitive sealed proposal.

Requesting school/program/office is responsible for routing a purchase order to pay for an advertisement for public notice.

An RFP announcement and package shall contain, at a minimum, the following information:

1. An RFP No.;
2. Name, address, and location of issuing office:

**Office of Procurement and Supply
P.O. Box 501370 CK
Capitol Building No. 1206
Saipan, MP 96950**

3. Specific location where offers must be submitted:

**Office of Procurement and Supply
Capitol Hill Building No. 1206**

4. A detailed purchase description;
5. Quantity to be furnished;
6. Essential contractual terms and conditions; and
7. Any bonding requirements.

7.8.2 Public Notice

The Public Notice for RFP shall be given a reasonable time prior to the date set forth for the bid opening. Publication of notice in a newspaper of general circulation in the Commonwealth at least once in each week over a period of thirty (30) days shall be deemed to be adequate. (Unless shortened for valid reasons and as authorized by the P&S Officer).

1. The RFP Announcement is printed on a PSS letterhead and is routed to the Chief of P&S for:
 - a. An RFP No. (The number is issued from the RFP log)
 - b. Review to ensure compliance with BOE Procurement Regulations.
 - c. Signature/approval.

2. The RFP Announcement is then routed to COE's office for final review/approval.

7.8.3 Receipt of Proposals

Proposals shall only be opened by a Procurement Specialist after the submission deadline, so as to avoid disclosure of the contents to competing offerors during the process of negotiation. A register of proposals shall be prepared by the Procurement Specialist and open for public inspection (see section 7.18) after contract award.

7.8.4 Evaluation Factors

The request for proposals shall state the relative importance of price and other evaluation factors.

1. Proposal Evaluation Procedures

- a. The P&S Office shall transmit the proposals received to the requesting PSS office, school, or program for evaluation.
- b. The requesting PSS school or department will use the evaluation criteria approved in the RFP justification to see if the proposer meets the specifications.
- c. The requesting PSS school or department shall select and impanel a proposal evaluation committee.
 - i. The RFP evaluation committee shall receive clear information and instructions about the requirements and expectations, i.e. importance of confidentiality, conflict of interest, the general evaluation process, etc. from the affected PSS office, school, or program.
 - ii. The P&S Office shall conduct a brief orientation and provide guidance on procurement regulations to an impaneled RFP evaluation committee as requested and needed.
- d. The P&S Office, in consultation with the requesting PSS school or department may perform a responsibility determination as may be required and in accordance with BOE Procurement Regulations § 60-40-240 during the proposal evaluation process.
- e. The requesting PSS school or department shall transmit the entire proposal package back to the P&S Office, along with the RFP evaluation sheets and a memorandum to the COE in support of its selection and recommendation to approve or reject a proposal.

7.8.5 Discussion with Responsible Offerors and Revisions to Proposals

As provided in the RFPs, discussions may be conducted by the P&S Office with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification and to ensure full understanding of, and responsiveness to, solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any

opportunity for discussion and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers. In conducting discussions there shall be no disclosure of any information derived by competing offerors.

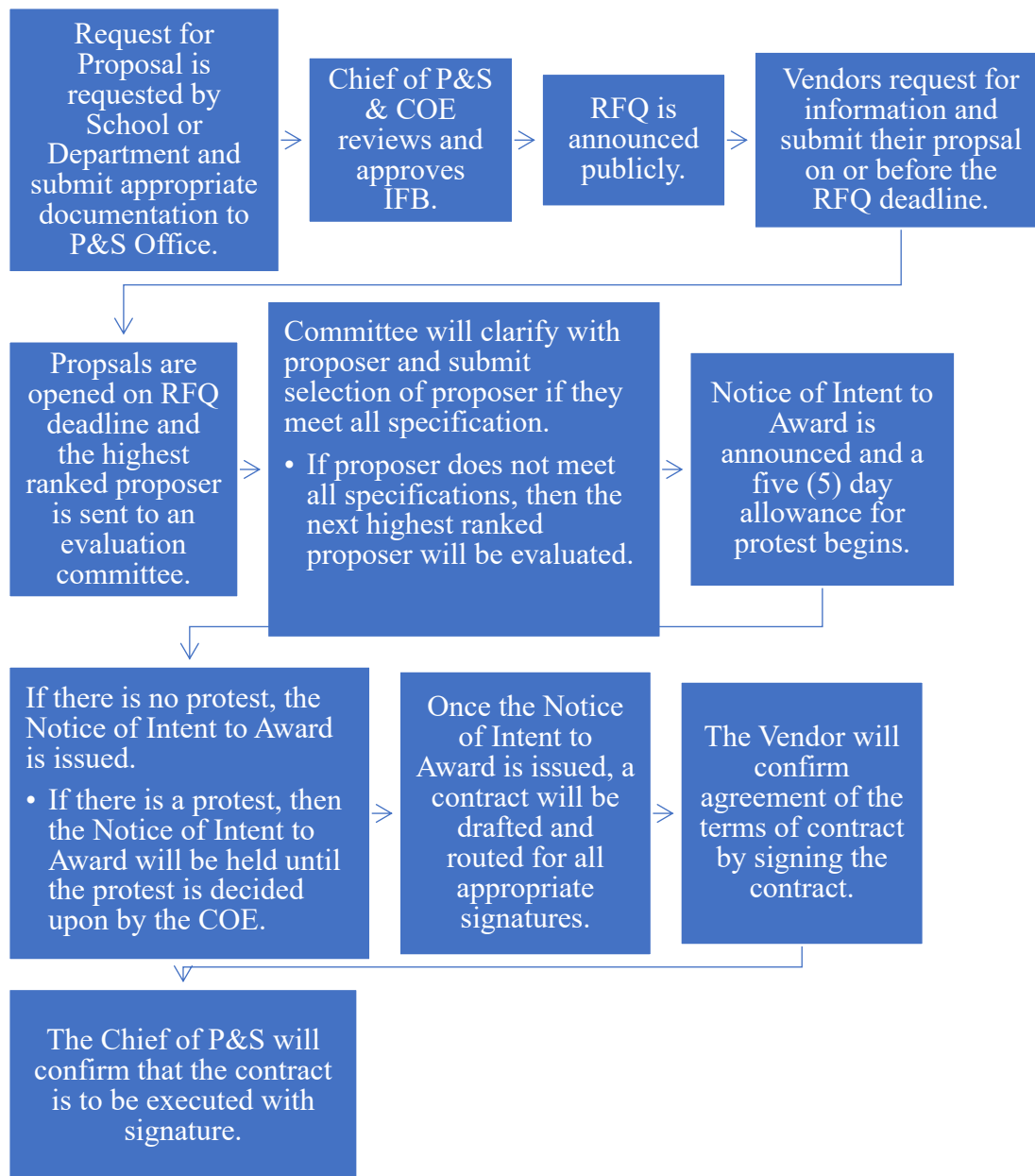
7.8.6 Intent to Award

After proposal evaluation, a notice of intent to award the contract to the responsible offeror whose proposal is determined in writing to be the most advantageous to the PSS, taking into consideration price and the evaluation factors set forth in the request for proposals, shall be issued to all offerors. The notice of intent to award is not a promise or guarantee of award, and the intended offeror should not incur any costs based on either the notice of intent to award or reliance of a contract.

7.8.7 Award

The P&S Office will offer an award to the responsible offeror whose proposal is determined in writing to be the most advantageous to the PSS, taking into consideration price and the evaluation factors set forth in the RFPs. The award cannot be made less than five (5) business days after the issuance of a Notice of Intent to Award pursuant to BOE regulations. No other factors or criteria shall be used in the evaluation and the contract file shall contain the basis on which the award is made.

7.8.8 Flow Chart



7.9 Competitive Selection Procedures for Professional Services

The services of accountants shall be procured as provided in this section except when authorized as a small purchase, emergency procurement, sole-source procurement or non-employment services contracts such as special education related services (see Small Purchases procedures in sections 7.5.1 & 7.5.2).

For procedures for this section, please follow procedures for Competitive Sealed Proposals in section 7.8.

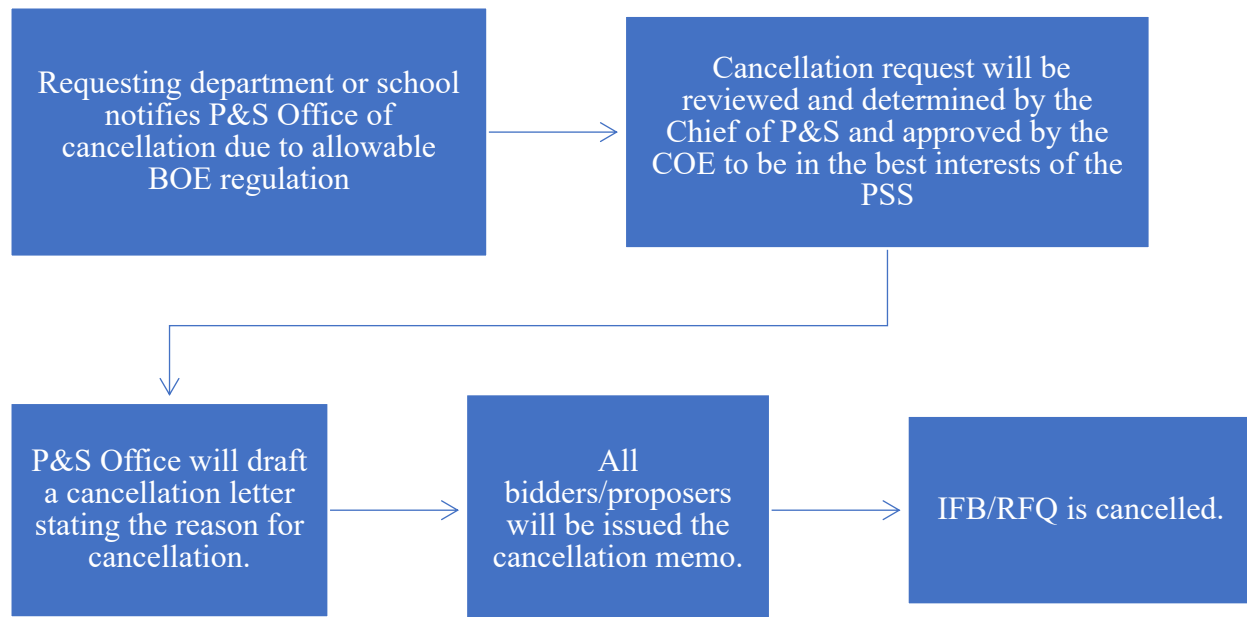
7.10 Cancellation

An invitation for bids or request for proposals may be cancelled and any and all bids or proposals may be rejected, when such action is determined by the Chief of P&S and approved by the COE to be in the best interests of the PSS based on:

1. Inadequate or ambiguous specifications contained in the solicitation;
2. Specifications which have been revised;
3. Goods or services being procured which are no longer required;
4. Inadequate consideration given to all factors of cost to the PSS in the solicitation;
5. Bids or proposals received indicated that the needs of the PSS can be certified by a less expensive good or service;
6. All offers with acceptable bids or proposals received are at unreasonable prices;
7. Bids were collusive; or
8. Any other reason cancellation is determined to be in the best interest of the PSS.

The cancellation memo will be prepared by the P&S Office. Once the cancellation memo is completed, an addendum will be issued to all Bidders and/or Proposers.

7.10.1 Cancellation Flow Chart



7.11 Responsible of Bidders and Duties

For all bidders and proposers, awards shall be made only to responsible contractors. To be determined responsible, a prospective contractor must:

1. Have adequate financial resources to perform the contract, or the ability to obtain them;
2. Be able to comply with the required delivery or performance schedule;
3. Have a satisfactory performance record;
4. Have a satisfactory record of integrity and business ethics;
5. Have the necessary organization, experience and skills (or the ability to obtain them), required to successfully perform the contract;
6. Have the necessary production, construction and technical equipment facilities, or the ability to obtain them;
7. Be otherwise qualified and eligible to receive award under applicable laws and rules;
 - a. Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recover Act.
8. Submit a valid original business license and other certification as may be required.

During bid/proposal evaluation and prior to award, the official with expenditure authority shall obtain information from the bidder or offeror necessary to make a determination of responsibility using the factors in above. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for determination of non-responsibility with respect to that bidder or offeror.

When a bid or proposal on which a contract award would otherwise be made is rejected because the prospective contractor is found to be non-responsible, a written determination shall be signed by the official with expenditure authority stating the basis for the determination and this shall be placed in the contract file.

7.12 Pre-qualification Contractors

Prospective suppliers of goods or services may be pre-qualified for particular types of construction, goods and services when determined necessary by the Chief. Opportunity for qualification before solicitation shall be afforded to all suppliers. Solicitation mailing lists of potential contractors shall include, but shall not be limited to, pre-qualified suppliers. In no event will bidders be allowed to qualify after the bid opening.

7.13 Types of Contracts

The use of “cost-plus-a-percentage-of-cost” and “percentage of construction cost” methods of contracting are prohibited.

PSS contracts shall utilize a firm fixed priced unless use of a cost reimbursement contract is justified.

A cost reimbursement contract may be used when the official with expenditure authority determines in writing, which is attached to the contract, that:

1. Uncertainties in the work to be performed make the cost of performance too difficult to estimate with the degree of accuracy required for a firm fixed price contract;
2. Use of a firm fixed price contract could seriously affect the contractor's financial stability or result in payment by the PSS for contingencies that never occurred; or
3. Use of a cost reimbursement contract is likely to be less costly to the PSS than any other type due to the nature of the work to be performed under the contract.

7.14 Change Orders

A request for change order will be submitted to the COE through the Chief of P&S.

A change order will only be allowed if an increase, decrease, or change in the Scope of Work is required which was not reasonably foreseeable at the time of the formation of the contract by either party. However, no change order resulting in an increase in contract cost, or time shall be allowed when it is the direct result of either party's inexperience, inefficiency, or competence. The P&S Officer shall thoroughly assess whether it would be more prudent to seek competition. This assessment shall be in writing and will articulate:

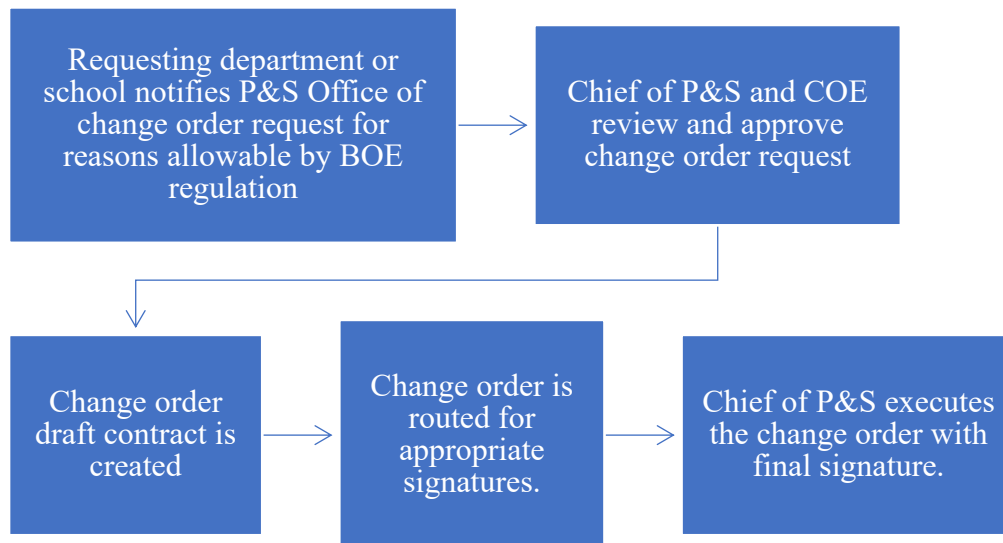
1. The specific need for the good or service,
2. The reason(s) it should not be competitive, and
3. Any circumstances that led to the decision.

All change orders which increase the original contract price by 25% shall automatically be procured through competitive procedures, except when there is an emergency or when there is a sole source procurement. At no time shall more than two (2) change orders be allowed to a contract for services where the additional services are trainings or other professional services. Change orders for construction contracts shall be exempt from the above as it relates to the automatic prohibition on change orders that increase the price by 25%. A change order for a construction contract may be increased by more than 25%, and not automatically procured through competitive procedures, if:

1. The Capital Improvements Projects Office determines, in writing, that the change order is in the best interest of the PSS because:
 - a. Utilizing a competitive process will unreasonably delay construction; or

- b. Utilizing a competitive process will not result in cost savings to the PSS; or
 - c. The project is necessary to protect the health and welfare of the students and staff of the PSS.
2. The COE must approve, in writing, any change order processed under this section. Contractors shall not be allowed to continue working beyond the expiration term of a contract in the absence of an approved new contract or change order. Change orders shall be processed under the procedures for processing new contracts after Notice of award (see last two boxes in section 7.4.7).

7.14.1 Flow Chart



7.15 Right to Inspect Place of Business Supply

Upon the request of the Board of Education or the COE, the P&S Office will coordinate with the vendor to schedule a reasonable time for inspection related to the performance of any contract awarded or to be awarded by the PSS.

7.16 Right to Audit Records

As required by section 404 of PL 3-91, the contractor and subcontractor or grantee and subgrantee at all levels shall provide the Public Auditor of the Commonwealth with access to and the right to examine and copy any records, data or papers relevant to a PSS contract or grant for a period of three (3) years after the final payment under the contract or grant. A clause to this effect shall appear in all PSS contracts and obligations.

The clause to Audit Records is placed in every contract to be signed and executed for PSS.

7.17 Report of Anti-competitive or Deceptive Practices

When for any reason any person suspects the following practices are occurring among bidders, offerors, contractors or subcontractors, a notice of the relevant facts shall be transmitted to the

Legal Counsel without delay:

1. Unfair methods of competition;
2. Deceptive acts; or
3. Unfair business practices.

These acts are more fully defined at 4 CMC §§ 5101 through 5206.

Procedures to address these reported practices lies with Office of the Commissioner of Education and/or the PSS Legal Counsel.

7.18 Retention of Procurement Records

Once all physical documents are fully signed, they are store in banker boxes or filing cabinets and labelled accordingly. The documents will also be scanned and place in a repository. All current year documents are stored in the P&S Office. Prior year documents are moved to the storage container at the west side of the P&S Building.

Older documents are stored at the warehouse in Lower Base, Saipan. Any documents that are beyond the mandated time of retention may be disposed of in a fashion that allows the retention of the anonymity of any personal identifiable data to be kept. A log of the form of destruction and what data is being destroyed will be kept for reference.

The Chief of P&S shall maintain a record listing of all contracts made under sole source procurement or emergency procurement for a minimum of five (5) years. The records shall contain:

- (1) Each contractor's name;
- (2) The amount and type of each contract;
- (3) A listing of the supplies, services or construction procured under each contract;
- (4) Rationale for the method of procurement;
- (5) Selection of Contract type;
- (6) Contractor selection or rejection; and
- (7) The basis for contract price.

All procurement records, except those designated herein as not subject to disclosure, shall be available for public inspection.

8. Procurement of Construction and Architect-Engineering Services

8.1 Reference to BOE Regulation

§ 60-40-301 Construction Procurement

§ 60-40-305 Architect-Engineer Services

§ 60-40-310 Computer Software

8.2 Purpose

The purpose of this section is to ensure compliance with the general provisions as stated in the BOE Procurement Regulations for Construction Procurement, Architect-Engineer Services, and Computer Software. BOE Regulations are promulgated under the authority of PL 6-10 which make the BOE accountable and the COE responsible for procurement and supply in the CNMI's PSS.

8.3 Construction Procurement

8.3.1 Invitation for Bids

For the invitation for bids and/or proposals procedures, see Section 7.4.1 of this SOP.

8.3.2 Bid Security

Bid security shall be required for all competitive sealed bidding on construction contracts where the price is estimated by the COE to exceed \$25,000.00 or when the COE determines it is in the interest of the PSS.

Bid security shall be on a bid bond, in cash, by certified check, cashier's check or other form acceptable to the PSS. A surety company shall hold the certificate of authority from the U.S. Secretary of the Treasury as an acceptable surety or other surety acceptable to the PSS Legal Counsel.

Bid security shall be an amount equal to at least fifteen percent (15%) of the amount of the bid or other amount as specified in the invitations for bids depending upon the source of funding. Failure to furnish bid security, when required by the invitation, shall result in rejection of the bid as non-responsive.

8.3.3 Contract Performance and Payment Bonds

When a construction contract is awarded in excess of \$25,000.00, the following bonds or security shall be delivered to the PSS and shall become binding on the parties upon the execution of the contract:

1. Performance bond satisfactory to the COE, executed by a surety company authorized to do business in the Commonwealth or otherwise secured in a manner satisfactory to the COE, in an amount equal to one hundred percent (100%) of the price specified in the contract; and
2. A payment bond satisfactory to the COE, executed by a surety company authorized to do business in the Commonwealth or otherwise secured in a manner satisfactory to the COE,

for the protection of all persons supplying labor and materials to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the contract.

8.3.4 Suits on Payment Bonds - Right to Institute

1. Every person who has:
 - a. Furnished labor or material to the contractor or its subcontractors for the work provided in the contract, in respect of which a payment bond is furnished under this section, and
 - b. Who has not been paid in full therefore before the expiration of a period of ninety (90) days after the day on which the last of the labor was done or performed by such person or material was furnished or supplied by such person for which such claim is made,

Shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute said action for the sum or sums justly due such person;

2. Provided, however, that any person:
 - a. Having a direct contractual relationship with a subcontractor of the contractor, but no contractual relationship expressed or implied with the contractor furnishing said payment bond,

Shall have a right of action upon the payment bond upon giving written notice to the contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the materials upon which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was done or performed.

3. Such notice shall be personally served or served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the contractor at any place the contractor maintains an office or conducts its business.

Any action required pertaining to this section shall be forwarded to and addressed by the PSS Legal Counsel.

8.3.5 Suits on Payment Bonds - Where and When Brought

Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the Commonwealth; but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material was supplied by the person bringing suit. The obligee named in the bond need not be joined as a party in any such suit.

Any action required pertaining to this section shall be forwarded to and addressed by the PSS Legal Counsel.

8.3.6 Fiscal Responsibility

Every contract modification, change order, or contract price adjustment under a construction contract shall be subject to prior written certification by the COE as to the effect of the contract modification, change order or adjustment in contract price on the total project budget or the total contract budget.

In the event that the certification discloses a resulting increase in the total project budget and/or the total contract budget, such contract modification, change order or adjustment in contract price:

1. Shall not be made unless sufficient funds are available therefore (fund certification by the Director of Finance will be performed throughout the routing process), or
2. The scope of the project or contract is adjusted so as to permit the degree of completion that is feasible within the total project budget and/or total contract budget as it existed prior to the contract modification, change order or adjustment in contract price under consideration;

Provided, however, that with respect to the validity, as to the contractor, of any executed contract modification, change order or adjustment in contract price which the contractor has reasonably relied upon, it shall be presumed that there has been compliance with the provisions of this subsection.

8.4 Architect-Engineer Services

For procedures, see section 7.8.

Architect-engineer services shall be procured as provided below except when authorized as a small purchase or emergency procurement.

8.4.1 Policy

It is the policy to publicly announce all requirements for architect-engineer services and negotiate contracts on the basis of demonstrated competence and qualifications at a fair and reasonable price (See section 7.8.2 for more details).

8.4.2 Selection

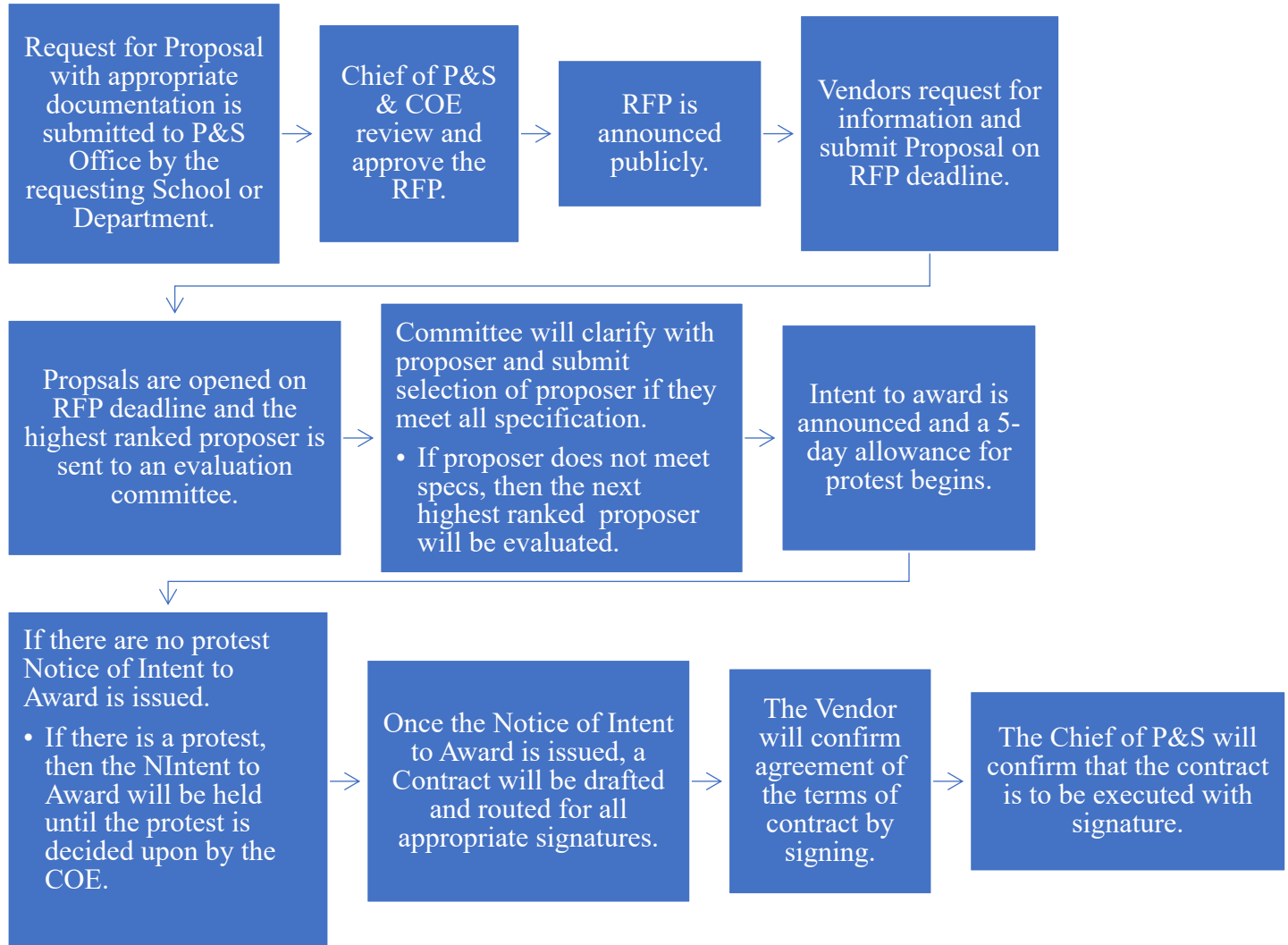
The COE and the PSS Capital Improvement Projects Office shall jointly maintain files of current statements of qualifications of architect-engineer firms. After public announcement of requirements for architect-engineer services, current statements shall be reviewed together and with those that may be submitted by other firms in response to the announcement. Discussions shall be conducted with at least three (3) of the firms regarding the contract requirements and technical approach and selection made therefrom, in order of preference, of no less than three (3) firms determined to be the most highly qualified to perform the services required. Reviews and discussions for to the selection shall be conducted by the COE and/or his designees.

8.4.3 Negotiation

The COE shall negotiate a contract with the highest qualified architect-engineer firm at a price determined to be fair and reasonable to the PSS.

1. If a fair and reasonable price cannot be negotiated, negotiations shall be terminated and negotiations shall be undertaken with the second highest qualified firm.
2. If a fair and reasonable price cannot be negotiated with the second highest qualified firm, negotiations shall be terminated and negotiations shall be undertaken with the third highest qualified firm.
3. If a fair and reasonable price cannot be negotiated with any of the firms, the COE office or its designees with expenditure authority shall then select additional firms in order of competence and qualifications and continue negotiations until a fair and reasonable price is agreed upon.

8.4.4 Flow Chart



8.5 Computer Software

Notwithstanding any other provisions, commercial computer software, including documentation, warranties, subscriptions, and related component(s) may be procured in accordance with BOE Regulations and the procedures stated within this section.

In acquiring commercial software, PSS shall not generally require contractors to:

1. Furnish technical information related to commercial computer software or commercial computer software documentation that is not customarily provided to the public;
2. Transfer intellectual property rights or otherwise relinquish to or provide the PSS the rights to use, modify, reproduce, release, perform, display, or disclose commercial computer software or commercial computer software documentation, except as mutually agreed to by the parties.

With regard to commercial computer software and commercial software documentation, PSS shall have only those rights specified in the license therefor.

Competitive bidding, or competitive procurement is not required for commercial software, including Software-as-a-Service, upon a showing that:

1. Proof of contemporaneous pricing which is available to CNMI purchasers is supplied in the contract package; and
2. The prices being compared are within 10% of the pricing selected, or the selected vendor will provide support for the software of a value which compensates for the difference in price.

Competitive bidding or competitive procurement is not required with respect to software for the following:

1. Software purchased is an updated version of software previously purchased;
2. An extension of the license for previously purchased software;
3. An extension of maintenance services for previously purchased software; and
4. Computer hardware maintenance agreements for existing equipment.

Contracts for extensions of maintenance service agreements, license renewals, or updates to previously purchased software as provided for in § 60-40-310(e) may proceed as a new sole source contract, or small purchase, in accordance with BOE Regulations and sections 7.5 & 7.6 of this SOP.

The purchase of computer hardware, software, and/or related services, which is/are purchased pursuant to a US General Services Administration (GSA) or CNMI Government blanket contract that was negotiated by the federal or CNMI government, is presumptively concluded to follow the competitive procurement requirements of the BOE Regulations and section 7 & 8 of this SOP. This presumption applies not only to commercially available products, but also to products which are designed, manufactured and/or assembled according to GSA specifications.

9. Protests and Disputes

9.1 Reference to BOE Regulation

§ 60-40-401 Protests to the Commissioner of Education

§ 60-40-405 Appeals of Commissioner of Education's Decisions to the Board

§ 60-40-410 Remedies

§ 60-40-415 Effective Date

§ 60-40-420 Disputes

§ 60-40-425 Appeal Committee

9.2 Purpose

The purpose of this section is to ensure compliance with the general provisions as stated in the BOE Procurement Regulations referenced above to the:

1. Protests to the COE,
2. Appeals of COE's Decisions to the Board,
3. Remedies,
4. Effective Date, and
5. Appeal Committee.

BOE Regulations are promulgated under the authority of PL 6-10 which make the BOE accountable and the COE responsible for procurement and supply in the CNMI PSS.

9.3 Protests to the Commissioner of Education

Any actual or prospective bidder, offeror, or contractor who asserts a claim or asserts that it has been aggrieved or will be aggrieved in connection with the solicitation or award of a contract shall protest to the COE.

9.3.1 Protest

A formal written protest to the COE is a prerequisite to any appeal per § 60-40-405 or petition or complaint in the Superior Court. The protest shall be received by the COE in writing prior to the award of a contract. For competitive sealed bids and competitive sealed proposals, protests shall not be submitted before the issuance of a notice of intent to award. The written protest shall state fully the factual and legal grounds for the protest. Any argument, claim, or theory not presented to the COE or presented with insufficient factual or legal support is deemed waived and abandoned.

9.3.2 Protest Bond

A protest bond executed by a surety company authorized to do business in the Commonwealth, or a check payable to the "CNMI Public School System", in an amount equal to at least fifteen percent (15%) of the protestor's bid price or offer, in a form and substance that is acceptable to the COE shall be delivered to the COE at the time of filing a protest.

The protest bond shall be immediately payable to the "CNMI Public School System", or the

check may be cashed by the PSS, upon a decision by the COE or Appeal Committee, if the COE's decision is appealed, that a protest or appeal has been brought or pursued in bad faith; or does not state on its face a valid basis for protest.

Bad Faith in this instance shall include, but is not limited to:

1. Multiple protests with a calendar year by the same vendor which are found to be without merit,
2. Protests intended to delay or mislead the PSS, and
3. Protests by the same vendor which repeatedly do not adhere to the PSS Procurement Regulations.

The COE shall hold a protest bond for at least thirty (30) days after the date of the final determination of the protest.

9.3.3 Notice of Protest

Other persons, including bidders, involved in or affected by the protests shall be given notice of the protest and its basis in appropriate cases. The protesting party shall provide such notice and a copy of its protest to all other bidders involved in or affected by the protest and shall file a declaration or proof of service with the COE.

Proof of notice is required by the protesting party to other bidders or proposers within two (2) days of filing its protest. These persons may submit their views and relevant information to the COE within five (5) days after receiving notice by the protesting party. The COE may extend the period of time to submit views and relevant information if the COE certifies that he/she believes the complexity of the matter requires a longer period of time. The submission of views may include any:

1. Factual statements;
2. Briefs;
3. Memoranda;
4. Declarations; and
5. Other information which is relevant and necessary for the determination of the protest.

9.3.4 Protest Decision

The COE shall decide the protest within thirty (30) calendar days after the protest is filed unless the COE certifies that the complexity of the matter requires a longer time, in which event the COE shall specify the appropriate longer time. If the COE fails to render a decision or determination within such period, the protesting party may file its appeal to the Appeal

Committee of the State Board of Education by filing such Notice of Appeal with the Chairperson through the Board Secretary at the State Board of Education Office.

When a protest has been appealed to the Appeal Committee, as provided in these procedures, the COE shall submit a report, and the COE should include with his/her report a copy of:

1. The protest;
2. The bid submitted by the protesting bidder and a copy of the bid of the bidder who is being considered for award, or whose bid is being protested;
3. The solicitation, including the specifications on portions relevant to the protest;
4. The abstract of offers or relevant portions;
5. Any other documents that are relevant to the protest; and
6. The COE's signed statement setting forth findings, actions, and recommendations and any additional evidence or information deemed necessary in determining the validity of the protest. The statement shall be fully responsive to the allegation of the protest. If the award was made after receipt of the protest, the COE's report will include the determination prescribed in section 9.6.2 below. The foregoing information submitted by the COE shall be considered the complete administrative record on appeal to the Appeal Committee unless the Appeal Committee supplements the record with additional testimony or evidence.

Since timely action on protests is essential, they should be handled on a priority basis. Upon receipt of notice that an appeal from the COE's decision has been taken to the Appeal Committee, the COE shall immediately begin compiling the information necessary for a report as provided in section 9.5.

When a proper protest against the making of an award is received, the award shall be withheld pending disposition of the protest. The bidders whose bids might become eligible for award shall be informed of the protest.

In addition, those bidders shall be requested, before expiration of the time for acceptance of their bids, to extend the time for acceptance to avoid the need for re-advertisement. In the event of failure to obtain such extensions of bids, consideration shall be given to proceeding with an award as described below.

When a written protest is received, award shall not be made until the matter is resolved, unless the COE determines that:

1. The material(s) and service(s) to be contracted for are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or

3. A prompt award will otherwise be advantageous to the PSS.

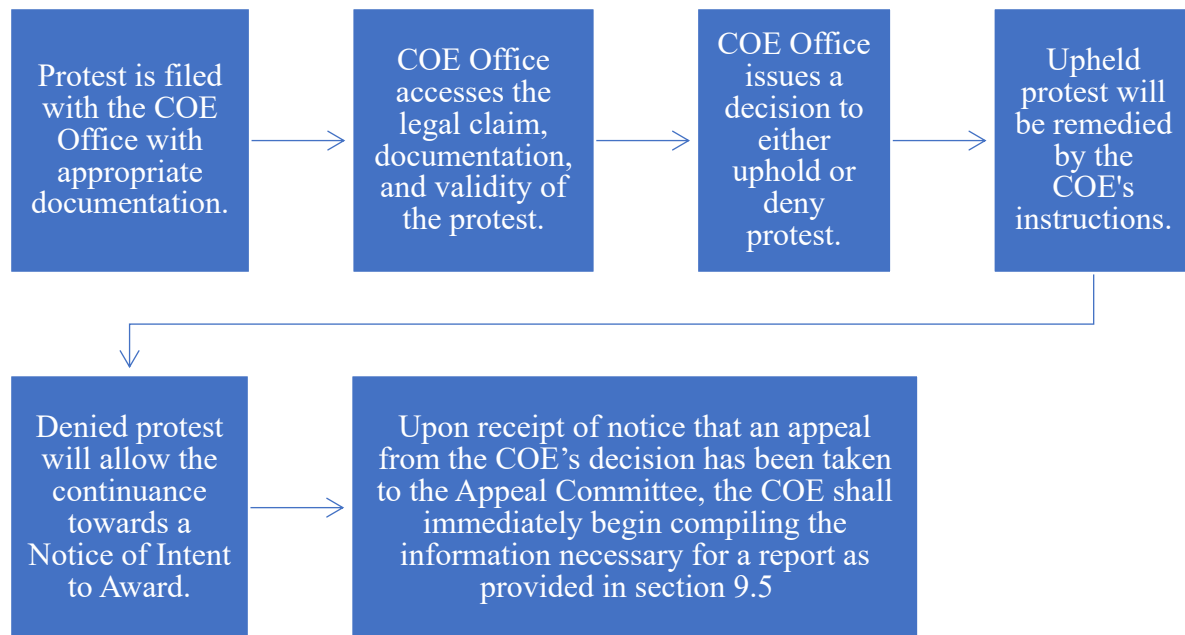
If award is made under determinations above, the COE shall document the file to explain the need for an immediate award. The COE also shall give written notice to the protester and others concerned of the decision to proceed with the award.

9.3.5 Computation of Time

Except as otherwise specified, all “days” referred to in this subpart are deemed to be working days of the PSS. The term “file” or “submit” except as otherwise provided refers to the date of transmission.

In computing any period of time prescribed or allowed by these procedures, the day of the act or event from which the designated period of time begins to run shall not be included.

9.3.6 Flow Chart



9.4 Appeals Committee

The Appeal Committee is comprised of three (3) members of the State Board of Education appointed by the Board Chairperson to hear any appeal under these provisions. The Board Chairperson shall designate one (1) of the three (3) members as the Appeal Committee Chairperson.

9.5 Appeals of Commissioner of Education's Decisions to the Board

9.5.1 Jurisdiction; Exhaustion of Remedies.

A written appeal to the Appeal Committee from a decision by the COE may be taken provided that:

1. The party taking the appeal has first submitted a written protest to the COE and otherwise fully complied with § 60-40-401 and subsection 9.3 of this SOP, and
2. The COE has denied the protest or has failed to act on the protest within the time provided.

A decision from a formal written appeal to the Appeal Committee is a prerequisite to any appeal, petition, or complaint in the Superior Court.

9.5.2 Form of Appeal

No particular form of pleading is required for filing an appeal to the Appeal Committee. The appeal shall, however:

1. Include the name and address of the appellant;
2. Identify the name and number of the solicitation or contract;
3. Contain a concise, logically arranged, and direct statement of the grounds for appeal; and
4. Specifically request a ruling by the Appeal Committee.

9.5.3 Time for Filing an Appeal

An appeal from the COE's decision must be received by the Appeal Committee:

1. Not later than ten (10) calendar days after the appellant received the decision of the COE, or
2. In the event that the COE has not decided the protest, within three (3) days from the date that the COE should have decided the protest pursuant to § 60-40-401 and subsection 9.3 of this SOP.

Any appeal received after these time limits shall not be considered by the Appeal Committee unless:

1. Good cause is shown, or
2. Unless the Appeal Committee determines that the appeal presents issues significant to procurement practices that are not outweighed by the detriment to the PSS should the appeal be considered.

9.5.4 Notice of Protest, Submission of COE's Report and Time for Filing of Comments on Report

1. The Chairperson of the Appeal Committee, immediately upon appointment by the Board Chairperson,
 - a. Shall notify the COE in writing within one (1) day of appointment, and
 - b. Request the COE to give notice of the appeal to all bidders or proposers who appear to have a reasonable prospect of receiving an award if the appeal is denied (hereinafter in this section, "noticed parties").

The COE shall furnish copies of the protest and appeal documents to such noticed parties with instructions to communicate further directly with the Appeal Committee.

2. The Appeal Committee shall request the COE to:
 - a. Submit a complete report on the appeal to the Appeal Committee as expeditiously as possible (generally within thirty (30) calendar days) in accordance with BOE

Regulations § 60-40-401(a)(3) and (4) and subsection 9.3.3 of this SOP; and

- b. Furnish a copy of the report to the appellant and noticed parties.
3. Comments on the COE's report shall be filed by the protesting party and any noticed party with the Appeal Committee within five (5) days after the Appeal Committee's receipt of the report, with a copy to the COE, other noticed parties, and appellant, as applicable.

The Appeal Committee may extend the period of time to submit comments if the Appeal Committee certifies that it believes the complexity of the matter requires a longer period of time. The Appeal Committee may, at its discretion, allow the protesting party, noticed parties, and the COE to submit rebuttals to the comments on the COE's report submitted by the protesting party and noticed parties. If rebuttals are permitted, the Appeal Committee may set deadlines for their submission. All rebuttal submissions must be forwarded by the rebutting party to the COE, protesting party, and other noticed parties.

4. The failure of an appellant or any noticed party to comply with the time limits stated in this section may result in resolution of the appeal without consideration of the comments untimely filed.

9.5.5 Withholding of Award

When an appeal has been filed before an award is issued, the award shall not be made until the appeal is resolved, unless the award is done in a manner consistent with BOE Regulations § 60-40-401(b)(2) and subsection 9.3.3 of this SOP.

9.5.6 Submission of Additional Information

Any questions posed or additional information requested by the Appeal Committee shall be furnished as expeditiously as possible. The Appeal Committee may set a reasonable deadline for the submission of information or responses to questions. Any questions or requests, along with corresponding responses or submissions shall be made, upon request, available to any other interested party, except to the extent that the withholding of information is permitted or required by law. The Appeal Committee may allow for interested parties to comment on any answers or information submitted pursuant to this subsection in a manner and timeframe it deems reasonable.

9.5.7 Conference

The Appeal Committee may conduct a conference on the merits of the appeal with the appellant and the COE. Alternatively, either party may request such a conference to be held at the discretion of the Appeal Committee. The Appeal Committee has the discretion to include other parties at the conference.

9.5.8 Time for Decision; Notice of Decision:

The Appeal Committee shall, if possible, issue a decision on the appeal within thirty (30) calendar days after all information necessary for the resolution of the appeal has been received. A copy of the decision shall immediately be mailed or otherwise transmitted to the appellant, other

participating parties, and the COE.

9.6 Remedies

9.6.1 Remedies Prior to Award

If the COE or the Appeal Committee determines, prior to the issuance of an award, that a solicitation or proposed award of a contract is in violation of law or regulation, then the solicitation or proposed award shall be:

1. Cancelled; or
2. Revised to comply with law or regulation.

9.6.2 Remedies After an Award

If the COE or the Appeal Committee determines after the issuance of an award that a solicitation or award of a contract is in violation of law or regulation, then:

1. If the person awarded the contract **has not acted** fraudulently or in bad faith:
 - a. The contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the PSS; or
 - b. The contract may be terminated, and the person awarded the contract shall be compensated for the actual expenses reasonably incurred under the contract;
2. If the person awarded the contract **has acted** fraudulently or in bad faith:
 - a. The contract may be declared null and void; or
 - b. The contract may be ratified and affirmed if such action is in the best interests of the PSS, without prejudice to the PSS' right to such damages as may be appropriate.

9.6.3 Finality of Findings of Fact by the Appeal Committee

A determination of an issue of fact by the Appeal Committee under this part shall be final and conclusive unless arbitrary, capricious, fraudulent, or clearly erroneous. Any aggrieved party shall thereafter file its petition to review the Appeal Committee's determination as an agency decision under the CNMI Administrative Procedure Act and applicable rules of administrative procedure with the CNMI Superior Court.

9.7 Effective Date

All protests as to the manner of:

1. Bidding,

2. The failure to properly award a bid,
3. The failure of the PSS to contract with a business after bidding, or
4. The cancellation of bids which may or may not be the subject of lawsuit but have not reached final judgment as of the effective date of the adoption of regulation § 60-40-415.

Shall be heard in accordance with this part upon the request of the actual or prospective bidder, offeror, or contractor who is aggrieved.

9.8 Disputes

Any dispute between the PSS and a contractor relating to the performance, interpretation of, or compensation due under a contract, which is the subject of this chapter, must be filed in writing with the COE within ten (10) days after knowledge of the facts surrounding the dispute.

9.8.1 Claim

When a claim by or against a contractor cannot be satisfied or settled by mutual agreement and a decision on the dispute is necessary, the COE shall review the facts pertinent to the dispute, secure necessary legal assistance and prepare a written description that shall include:

1. Description of the dispute;
2. Reference to pertinent contract terms;
3. Statement of the factual areas of disagreement or agreement; and
4. Statement of the decision as to the factual areas of disagreement and conclusion of the dispute with any supporting rationale.

9.8.2 Appeals

The Appeal Committee shall review and render a decision on an appeal from an adverse decision timely taken by a contractor. The Appeal Committee may require a hearing or that information be submitted on the record, in its discretion. The Appeal Committee may affirm, reverse or modify the decision or remand it for further consideration.

9.8.3 Duty to Continue Performance

A contractor that has a dispute pending before the COE or an appeal before the Appeal Committee must continue to perform according to the terms of the contract and failure to so continue shall be deemed to be a material breach of the contract unless he/she obtains a waiver of this provision by the COE or Appeal Committee.

10. Ethics in Public Contracting

10.1 Reference to BOE Regulation

§ 60-40-501 Definitions of Terms

§ 60-40-505 Policy

- § 60-40-510 General Standards
- § 60-40-515 Employee Disclosure Requirements
- § 60-40-520 Employee Conflict of Interest
- § 60-40-525 Gratuities and Kickbacks
- § 60-40-530 Prohibition Against Contingent Fees
- § 60-40-535 Contract Clauses
- § 60-40-540 Restrictions on Employment of Present and Former Employees
- § 60-40-545 Use of Confidential Information
- § 60-40-550 Collusion by Bidders
- § 60-40-555 Penalties
- § 60-40-560 Authority to Debar or Suspend

10.2 Purpose

The purpose of this section is to detail how a PSS employee(s) should ethically conduct themselves while under employment with PSS.

10.3 Definitions of Terms

This section references the various terminologies and definitions used throughout the BOE Procurement Regulations. For compliance and consistency purposes, this SOP will mirror such definitions.

1. “Confidential information” means any information which is available to an employee only because of the employee’s status as an employee of the PSS and is not a matter of public knowledge or available to the public on request.
2. “Conspicuously” means written in such special or distinctive form, print, or manner that a reasonable person against whom it is to operate ought to have noticed it.
3. “Direct or indirect participation” means involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity.
4. “Financial interest” means:
 - a. Ownership of any interest or involvement in any relationship from which or as a result of which, a person within the past year has received or is presently or in the future entitled to receive compensation; or
 - b. Holding a position in a business such as an officer, director, trustee, partner, employee or the like or holding any position of management.
5. “Gratuity” means a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

10.4 Policy

Public employment is a public trust. In PSS contracting, public employees shall discharge their duties impartially to:

1. Ensure fair competitive access to PSS procurement by reasonable contractors; and
2. Conduct themselves in a manner as to foster public confidence in the integrity of the PSS.

10.5 General Standards

10.5.1 Employees

Any attempt to realize personal gain through public employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of a public trust. In order to fulfill this ethical standard, employee must meet the requirements of this section.

10.5.2 Contractors

Any effort to influence any public employee to breach the standards of ethical conduct set forth in this section is also a breach of ethical standards.

10.6 Employee Disclosure Requirements

10.6.1 Disclosure of benefit received from contract

Any employee who has or obtains any benefit from any PSS contract with a business in which the employee has financial interest, shall report such benefit to the COE.

10.6.2 Failure to disclose benefit received

Any employee who knows or should have known of such benefit and fails to report such benefit is in breach of these ethical standards.

10.7 Employee Conflict of Interest

10.7.1 Conflict of interest

It is a breach of ethical standards for any employee to participate directly or indirectly in a procurement when the employee knows that:

1. The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
2. A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
3. Any other person, business or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

10.7.2 Discovery of actual or potential conflict of interest, disqualification and waiver.

Upon discovery of an actual or potential conflict of interest, an employee shall promptly file with the COE a written statement of disqualification and shall withdraw from further participation in the transaction involved. The employee may, at the same time, apply to the Public Auditor for an advisory opinion as to what further participation, if any, the employee may have in the transaction.

10.8 Gratuities and Kickbacks

10.8.1 Gratuities

It shall be a breach of ethical standards for any person, employee or former employee, to:

1. Offer,
2. Give or agree to give,
3. Solicit,
4. Demand,
5. Accept or agree to accept

a gratuity or an offer of employment in connection with any:

1. Decision,
2. Approval,
3. Disapproval,
4. Recommendation,
5. Preparation of any part of a program requirement or a purchase request,
6. Influencing the content of any specification or procurement standard,
7. Rendering of advice,
8. Investigation,
9. Auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter

pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal.

10.8.2 Kickbacks

It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher than subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

10.9 Prohibition Against Contingent Fees

10.9.1 Contingent fees.

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure PSS contracts upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

10.9.2 Representation of contractor.

Every person, before being awarded a PSS contract, shall represent in writing that such person has not retained anyone in violation of this section. Failure to do so constitutes a breach of ethical standards.

10.10 Contract Clauses

The prohibitions against gratuities, kickbacks, and contingent fees shall be conspicuously set forth in every contract and solicitation.

10.11 Restrictions on Employment of Present and Former Employees

10.11.1 Present employee.

It shall be a breach of ethical standards for any employee who is participating directly or indirectly in the procurement process to become or be while such an employee, the employee of any person contracting with the PSS for whom the employee is employed.

10.11.2 Restrictions on former employee in matters connected with their former duties.

Permanent disqualification of former employee personally involved in a particular matter. It shall be a breach of ethical standards for any former employee knowingly to act as a principal or as an agent for anyone other than the PSS, in connection with any:

1. Judicial or other proceeding, application request for a ruling or other determination;
2. Contract;
3. Claim; or
4. Charge or controversy in which the employee participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation or otherwise while an employee, where the PSS is a party or has a direct or substantial interest.

10.12 Use of Confidential Information

It shall be a breach of ethical standards for any employee or former employee to knowingly use confidential information for actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

10.13 Collusion by Bidders

Collusion or secret agreements between bidders for the purpose of securing an advantage to the bidders against the authorizing agent in the awarding of contracts is prohibited. The COE may declare the contract void if he finds sufficient evidence after a contract has been let that the contract was obtained by a bidder or bidders by reason of collusive or secret agreement among the bidders to the disadvantage of the PSS.

10.14 Penalties

All proceedings under this section must be in accordance with due process requirements.

10.14.1 PSS employees

A PSS employee is any person whether appointed, elected, excepted service or civil service. An employee who violates the provisions of the BOE Rules and Regulations and this section of this SOP is subject to adverse action as may be appropriate in his or her particular circumstances. This action includes but is not limited to:

1. Reprimand,
2. Suspension without pay,
3. Termination of employment,
4. Civil injunction,
5. Civil suit for damages or return of PSS money, or
6. Criminal prosecution.

10.14.2 Contractors

A contractor who violates a provision of the BOE Rules and Regulations and this section of this SOP shall be subject to:

1. A written warning of reprimand,
2. The termination of the contract, or
3. Suspension from being a contract or subcontractor under a PSS contract in addition to other penalties prescribed by law.

10.15 Authority to Debar or Suspend

10.15.1 Authority

After reasonable notice to the person involved and reasonable opportunity for the person to be heard under the Administrative Procedure Act (1 CMC §§ 9101, et seq.), the COE after consultation with the PSS Legal Counsel, shall have authority to debar a person for cause from consideration for award of contracts.

The debarment shall not be for a period of more than three (3) years. The COE, after consultation with the PSS Legal Counsel, shall have authority to suspend a person from consideration for award of contracts if there is probable cause for debarment. The suspension shall not be for a period exceeding three (3) months.

10.15.2 Causes for debarment or suspension

The causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense is an incident of obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
2. Conviction under Commonwealth or federal statutes of
 - a. Embezzlement,
 - b. Theft,
 - c. Forgery,
 - d. Bribery,
 - e. Falsification or destruction of records,
 - f. Receiving stolen property,
 - g. Violation of the Consumer Protection Act (4 CMC §§ 5101, et seq.),
 - h. Violation of any unfair business practices as prescribed by 4 CMC § 5202, or
 - i. Any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects its responsibility as a PSS contractor;
3. Conviction under Commonwealth or federal antitrust statutes arising out of the submission of bids or proposals such as in chapter 2 of division 5 of title 4 of the Commonwealth Code;

4. Violation of contract provisions, as set forth below, of a character which is regarded by the COE to be so serious as to justify debarment action:
 - a. Deliberate failure without good cause to perform in accordance with the specifications within the time limits provided in the contract; or
 - b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered a basis for debarment;
 - c. Any other cause that the COE determines to be so serious and compelling as to effect responsibility as a PSS contractor, including debarment by another procurement entity within the Commonwealth or federal government; and
 - d. For violation of any of the ethical standards set forth in Part 500 of the BOE Regulations.

10.15.3 Decision

The COE shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken.

10.15.4 Notice of decision

A copy of the decision shall be mailed or otherwise furnished immediately to the debarred or suspended person.

11. Miscellaneous

11.1 Reference to BOE Regulation

§ 60-40-601 Severability

§ 60-40-605 Imprest Fund Procedures

11.2 Purpose

The purpose of this section is to ensure compliance with the general provisions as stated in the BOE Procurement Regulations referenced above to the:

1. Severability
2. Imprest Fund Procedures

11.3 Severability

If any provision of the regulations in this chapter or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Act which can be given effect without the invalid provision or application, and to this end, the provisions of these regulations are severable.

11.4 Imprest Fund Procedures

11.4.1 Imprest Fund Trustee

1. To maintain accountability of imprest funds one person (trustee) will be assigned the responsibility for each imprest fund that is established. The trustee is the designated and authorized disbursing officer and is the custodian of the fund.
2. In addition to the trustees' duties and responsibilities as the disbursing officer, the imprest fund trustee is personally liable for all money in the fund and will be required to replace the funds if they are lost, stolen, or misappropriated. Imprest funds are public funds and should not be commingled with personal funds.

11.4.2 Imprest Fund Transactions

1. The only transactions or expenditures authorized to be paid from the imprest funds are those which meet the following general criteria:
 - a. Funds are certified and available to pay for the expenditure.
 - b. The expenditure must be legal, proper, and responsible, and does not constitute waste or abuse of public funds.
 - c. The expenditure must be approved by the trustee.
 - d. The expenditure must be properly supported by pertinent documents.
 - e. The maximum disbursement level for PSS imprest funds is \$1,000.
Disbursements shall not be artificially divided so as to meet this requirement.

11.4.3 Responsibilities of the Trustee

The trustee shall be held accountable for:

1. The existence or correctness of the computations appearing in and of the facts stated in the check voucher and its supporting records;
2. The propriety and legality of the proposed payment under the account or fund involved;
3. The repayment of any illegal, improper, or incorrect disbursement resulting from any false, inaccurate, or misleading certificate made by the trustee.

11.4.4 Disbursement

Expenditures authorized for payment under imprest fund are disbursed from the imprest fund checking account by the trustee. The trustee shall:

1. Disburse funds only by checks and only as provided by a check voucher certified by the trustee;

2. Be accountable for ensuring that a check voucher is in proper form and is certified and approved;
3. Maintain a reasonable accounting of the balance of the funds remaining or existing in the imprest fund account;
4. Ensure that no funds are disbursed in excess of available funds;
5. Be personally liable for charges resulting for not sufficient funds charges (NSF) for over drawn accounts;
6. Be responsible for establishing necessary controls to safeguard the supply of blank checks and to ensure that checks written are delivered in the most appropriate and efficient manner.

11.4.5 Imprest Fund Reporting & Replenishment

1. All disbursements processed through the imprest fund must be posted on the replenishment voucher sheet (See **Appendix 9**) as soon as completed. The effect of the transaction on the imprest fund checking account must also be posted in the checkbook register.
2. Disbursements from the imprest fund are replenished through the submission of a completed imprest fund replenishment voucher. Imprest fund replenishment vouchers shall be submitted every month prior to the 10th of the month. Imprest fund replenishment vouchers submitted must be complete and accurate replenishment voucher could result in exceptions or delayed replenishment.
3. The amount of money to be put in each imprest fund shall be based on school enrollment, dollars per student. When quarterly appropriation is expended no more purchases can be made until the next quarters allotment is available.
4. Each school should be required to match the amount of funds, from the central office, in the imprest account on a one-to-one basis from their fundraising activity.

Appendix 1: Inventory Log Sheet

SCHOOL/PROGRAM USE THIS FORM
WHEN RECEIVING DIRECT DELIVERY
FROM THE VENDOR

COMMONWEALTH OF THE NORTHERN MARIANA ISLAND
PUBLIC SCHOOL SYSTEM PROCUREMENT AND SUPPLY
PROPERTY MANAGEMENT BRANCH

P/S FORM 107

PSS INVENTORY LOG SHEET

SCHOOL/ PROGRAM :

#	Property No.	ItemDescription Make /Brand	Serial No.	Custodian	PO/CO No.	UNIT PRICE	Location	Qty
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								

ISSUED BY : Juan LG.

DATE: 8/28/2024

RECEIVED BY :

DATE:

Appendix 2: Employee Asset Accountability Form

	COMMONWEALTH of the NORTHERN MARIANA ISLANDS PUBLIC SCHOOL SYSTEM PO BOX 501370, SAIPAN, MP. 96950 • TEL (670) 237-3061 • FAX (670) 664-3845	
Employee Asset Accountability Form		
Employee Name:	Employee Number:	
Department:	Supervisor/Manager:	
Please give your consent to be accountable for the following asset(s):		PO#: _____
Asset/Description	Quantity	Tag Number
1		
2		
3		
4		
5		
Acknowledged Terms and Conditions		
I acknowledge that I have received the equipment mentioned above for use at the job site. I fully understand that it's entirely my responsibility to keep the equipment in a safe place while it's in my custody. I am aware that if the asset is stolen, damaged, or broken, it's my duty to immediately provide a direct report to my supervisor or the inventory manager. I also understand that I may be charged for the asset damage resulting from misuse or carelessness while in my possession. (amount depends on damage.) I understand that once my employment ends, it's my responsibility to return all company asset in its original condition. Failure to do so, PSS may withhold my final payment and exit clearance. By signing below, I acknowledge that I understand the employee asset responsibility and accept its terms and conditions.		
Employee Signature _____ Supervisor Signature _____ Date _____		
If Transferring from original custodian to another custodian, please sign acknowledged below: By signing below, I acknowledge that I understand the employee asset responsibility is transferred to me and I accept its terms and conditions.		
Employee Signature _____ Supervisor Signature _____ Date _____		

Appendix 3: Request to Survey Form (Form 100)



COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
PUBLIC SCHOOL SYSTEM
PROCUREMENT AND SUPPLY
PROPERTY MANAGEMENT BRANCH



PS-100

DATE:

REQUEST FOR SURVEY

DEPARTMENT / DIVISION / ACTIVITY:

LOCATION OF PROPERTY :

TO: Procurement & Supply Officer

You are requested to survey the following listed property.

ACCOUNTABLE PERSON (PRINT & SIGN)

ITEM NO.	QTY	PROPERTY TAG NO.	DESCRIPTION OF PROPERTY	ACQUISITION COST	CONDITION CODE	DISPOSITION CODE
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

NOTE: IF MOTOR VEHICLE, PLEASE ATTACHED VEHICLE REGISTRATION TO THIS REQUEST.

(x) CONDITION CODE:

N - NEW
E - USED (recondition)
O - USED (usable w/out repair)
R - USED (repair required)
X - Items of no further value for use as intended but possible value other than scrap.
Y - WORN OUT (No value except as scrap)

1 - Excellent
2 - Good
3 - Fair
4 - Poor

(xx) DISPOSITION CODE:

1 - Unneeded (dispose of in accordance with applicable regulations)
2 - Destruction
3 - Abandonment
4 - Donation to public bodies
5 - Sale
6 - Repair (indicate needs)
7 - Salvage usable parts and sale remainder
8 - Reduce to scrap
9 - Other (described under recommendation)

(XXX) Requesting activity must complete all applicable items on this form.

P&S-100 Form (Revised 10/13/2023)

Request for Survey

Check applicable block:

☐

This is to Certify that the property listed hereon has been inspected by the undersigned and its condition and present estimated value are as shown. The findings listed below substantiate the recommended disposition set out on the face of this form.

☐

This is to Certify that the circumstances surrounding the loss, or damage of the property listed hereon have been investigated by the undersigned and the findings and recommendations are listed below.

Findings:

Recommendation:

SURVEY OFFICER RECOMMENDATION

(Date) Juan Leon Guerrero Procurement Specialist
(Signature) Title

(Date) Lillian T. Gumba Inventory Control Manager
(Signature) Title

REVIEWING AUTHORITY ACTION

☐

APPROVED
DISAPPROVED

(Date) Michael Jason A. Babauta Chief Procurement Officer
Signature of Reviewing Authority Title

(Date) Dr. Lawrence Camacho Commissioner of Education
Signature of Reviewing Authority Title

Certificate of Disposition

(Date) Arlene L. Lizama Director of Finance
(Signature) Title

FOR APPROVED DESTRUCTION ONLY

I Certify that I Have Witnessed the Destruction (Reduction to Scrap) of the Listed Items.

(Date) Juan Leon Guerrero Procurement Specialist
(Signature of Witnessing Officer) Title

cc: Requesting Activity

2 of 2

Request for Survey PS-100 Form (Rev. 10/13/23)

Appendix 4: Master Fixed Asset Listing

Obj Acct	Description	Prop Tag #/ Serial #	Date Acq	Funding Src	% of Fed Participation	Original Cost	Custodian	Location	Condition	Comment	Asset #	Department	Status
1335	00026850 E-350 Ford Pass	MP-013904- US	12/05/05	1064	0%	30,650.00		TINIAN ELEMENTARY SCHOOL	Working		26850	1064 TINIAN ELEMENTARY SC	
1335	00026964 E150 Ford Passe	MP-008271- US	02/08/05	1064	0%	34,400.00		TINIAN ELEMENTARY SCHOOL	Scrapped		26964	1064 TINIAN ELEMENTARY SC	
1325	00046199 Canon 4050 Copi	MP-004935- US	02/24/95	1064	0%	0.00		TINIAN ELEMENTARY SCHOOL	Scrapped		46199	1064 TINIAN ELEMENTARY SC	

Appendix 5: Discrepancy Report

**CNMI Public School System
FY ## Discrepancy Report**

School / Department:

Principal / Department Head:

Inventory Count Date:

Title 60-20-C-5

All discrepancies between custodians and their respective fixed assets must be cleared by 90 days after the closing of the fiscal year.

Discrepancies:

Description	Prop Tag #/ Serial #	Comment

[illegible]

[illegible]

[illegible]

Appendix 8: Sole Source Form

**CNMI PUBLIC SCHOOL SYSTEM
OFFICE OF PROCUREMENT AND SUPPLY**

NOTICE AND REQUEST FOR SOLE SOURCE

TO : PSS Chief Procurement Officer

FROM : [Enter Name of requesting PSS unit, e.g., school/program, here]

Pursuant to NMIAC § 60-40-215, [Enter name of School/Program here]

1. Describe the goods, services, or construction to be procured.

2. Vendor/Contractor/Service Provider Name:

3. Amount of Request:

4. Term of contract (shall not exceed 12 months), if applicable

From: _____ To: _____

5. Describe in detail the following:

a. The unique features, characteristics, or capabilities of goods, service or construction.

b. How the unique features, characteristics or capabilities of the goods, service or construction are essential for the school/program?

6. Describe the efforts in determining that this is the only vendor/contractor/service provider who can provide the goods, services or construction.

7. Alternative sources. Describe the other possible sources for the goods, services, or construction that were explored but did not meet the school/program's needs.

NOTE: The requesting school/program shall adhere to applicable administrative and statutory requirements, including NMLAC §§ 60-40-215 and 60-20-705 (prepayments, as applicable)

All requirements/approvals and internal controls for this expenditure is the responsibility of the school/program. I certify that the information provided is to the best of my knowledge, true and correct.

PSS Department/Office Head Printed Name and Signature

Date

For Chief Procurement Officer Use Only

Chief Procurement Officer's Comments:

☐ Approved

☐ Disapproved

☐ No Action Required

Michael Babauta

Chief, Procurement & Supply Officer

Date

Appendix 9: Imprest Fund Replenishment Voucher

The following form was published in BOE Regulation in accordance with § 60-40-605(e):

PUBLIC SCHOOL SYSTEM IMPREST FUND REPLENISHMENT VOUCHER

Name of Imprest Fund _____

Bank Name _____ Account Number _____

Date of Request _____

Period Cover _____ to _____

Approved Cash Level \$ _____

Check # Date Description Amount

_____	1	_____	1	_____	1	_____
_____	1	_____	1	_____	1	_____
_____	1	_____	1	_____	1	_____
_____	1	_____	1	_____	1	_____

Total Replenishment Requested \$ _____

Requested By: _____

Imprest Fund Trustee Date

TRUSTEE ACCEPTANCE

I, _____ hereby accept and understand the duties and responsibilities of a trustee of a Public School System Imprest Fund, as well as the sanctions imposed for failure to perform or performance in contravention of the required duties and responsibilities of a trustee.

Signature

Date



**CNMI
PSS**


COMMONWEALTH OF THE
NORTHERN MARIANA ISLANDS
PUBLIC SCHOOL SYSTEM

Federal Programs Office

Telephone: (670) 237-3057
PO Box 501370, Saipan MP 96950
email: fpo@cnmipss.org
www.cnmipss.org

STANDARD OPERATING PROCEDURES MANUAL

Standard operating procedures (SOPs) can be defined as formal, written guidelines or instructions established by an organization that specifies in detail how to properly accomplish and achieve its goals while ensuring compliance with regulations. An SOP is critical to the organization's effective and efficient operations and requires continuous improvement or revisions on an "as needed" basis. The SOP documents the step-by-step procedures for each office's operations and processes, and serves to fulfill the following purposes:

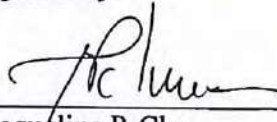
- To be used as a reference tool for on-the-job training, leaves of absence, fill-ins during vacation, or staff turnover.
- Ensure legality and compliance with BOE Regulations.
- Ensure consistency and uniformity in the execution of procedures for the various processes within each office.
- Ensure transparency and accountability.

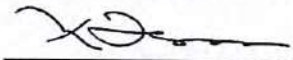
This SOP was reviewed and approved by the Commissioner of Education. Any amendments made to this document will require the review and approval of the Commissioner of Education prior to its adoption and implementation.

SOP Reference Information:

SOP Version No: 01

Prepared By:

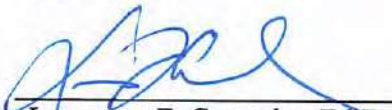

Jacqueline P. Che
Federal Programs Officer


Marian C. Tudela, M.Ed.
State Program Officer | Director
Internal Control & Evaluation

Date:

9/12/2024

Approved By:


Lawrence F. Camacho, Ed.D.
Commissioner of Education

Approval Date:

12/11/24

Revision History:

Revision Date:	Section(s) Revised:	Revised By:

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List of Abbreviations and Acronyms

<u>Abbreviation</u>	<u>Definition</u>
BOE	Board of Education
CFR	Code of Federal Regulations
CMIA	Cash Management Improvement Act
CNMI	Commonwealth of the Northern Mariana Island
COE	Commissioner of Education
EDGAR	Education Department General Administrative Regulations
FAC	Funding Approval Checklist
FFR	Federal Financial Report
FPA	Fiscal, Personnel & Administration
FPO	Federal Programs Office
FSR	Financial Status Report
JDE	J.D. Edwards System
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
NOA	Notice of Award
OMB	Office of Management and Budget
P&S	Procurement and Supply
PMS	Payment Management System
PNP	Private Non-Public
PO	Purchase Order
PPL	Principal and Project Leads
PR	Purchase Requisition
PSS	Public School System
SIP	Schoolwide Improvement Plan
SOP	Standard Operating Procedure
SWP	Schoolwide Improvement Plan
TA	Travel Authorization
TFM	Treasury Financial Manual

Purpose

The Federal Programs Office (FPO) Standard Operating Procedures (SOP) Manual is a document that outlines the federal program's procedures and practices of all federal grants programmatic and budgetary aspects as approved by the State Board of Education (BOE) and administered by the FPO.

The accounting principles and procedures included in the manual represent basic minimums necessary for the achievement of the school district reporting objectives and requirements. The Federal Programs Office maintains detailed revenue and expenditure accounts as well as required periodic reports. The manual provides a basic double entry modified accrual system of accounting with general ledger controls over budgetary accounts, expenditures, fund balances and revenues.

The use of this system will (1) promote uniformity and compliance across the board; (2) consistent onboarding processes; (3) standardized training; (4) facilitate quality control.

1. Introduction, Goal Statement and Purpose

1.1 Introduction

The Federal Programs Office (FPO) is responsible for the management and supervision of the CNMI Public School System's major federal educational programs authorized under the Elementary and Secondary Education Act (ESEA) / Every Student Succeeds Act (ESSA). This oversight includes providing leadership in the effective use of federal funds to administer supplemental programs that will help ensure that all students have a fair, equitable, and significant opportunity to obtain a high-quality education. These programs supplement and/or support what is going on in the classrooms of our district. The funds are used for personnel/staff, instructional materials, professional development activities, evidence-based instructional strategies and practices, and/or technology purchases.

Responsible for overseeing federally funded programs such as Title I, Title II, Title III, Title IV, Title V, EL, Migrant, Immigrant, and Homeless education and other impact and recovery grants, FPO aims to address learning disparities and support academic success. All federal grants flow through the FPO. FPO also looks for grant opportunities that can further the mission of the CNMI Public School System.

FPO has established procedures and practices in place for all schools, programs, and central offices with clear and detailed instructions of the processes. The step-by-step instruction allows for a seamless process to accomplish the activity, objectives and goals of such grants, while ensuring compliance of the local and federal regulations.

1.2 Goal Statements

1. Manage and oversee all federal funding authorized under the "Every Student Succeeds Act (ESSA)," signed by President Obama on December 10, 2015.
2. Coordinate and collaborate with district departments, schools, participating private schools, families, and the community to meet the needs and requirements of other federal grants.
3. Monitor district performance to ensure compliance with Federal law.
4. Provide end-to-end federal grant support – from grant application to back end reporting:
 - a. Application
 - b. Budget Development
 - c. Compliance
 - d. Reporting
5. Improve the management and efficiency of federal education activities, especially

with respect to the process, procedures, and administrative structures for the dispersal of federal funds.

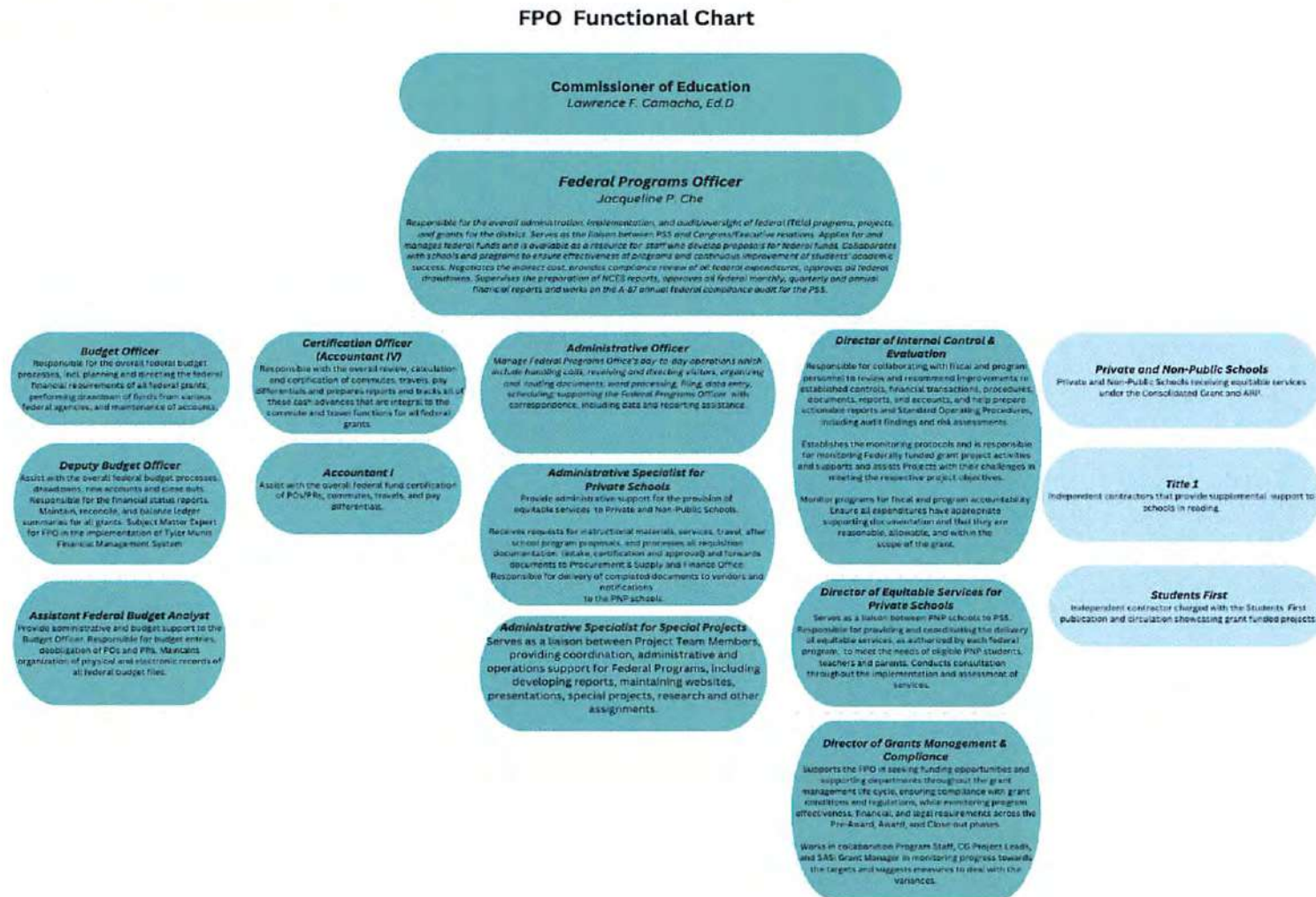
6. Maintain public confidence in the administration and stewardship of federal funding and promote fiscal responsibility with transparency and accountability.
7. Strengthen internal controls required for strict regulatory compliance and proper management, disbursement, and expenditure of federal funds.

1.3 Purpose

The purpose of the FPO SOP Manual is to provide clear guidance and step-by-step instructions for the CNMI PSS on how the school district, schools and programs of federal grant funds are processed. The manual is inclusive of the budgetary and programmatic sections.

2. FPO Functional Chart

2.1 Federal Programs Office Functional Chart



2.1.1 Functionality and Responsibilities

1. The FPO is responsible for facilitating the creation of accounts, fund certification, monitoring, drawdowns, closeout and reporting of all federal grants. The FPO staff works collaboratively with respective grant leads to ensure the district is compliant with all federal regulations and requirements.
2. The FPO is responsible for overseeing and evaluating the implementation of federally funded programs in schools and central offices. This involves ongoing progress monitoring, site visits to ensure compliance with grant terms and conditions and to ensure federal funds are being used appropriately and effectively as stipulated in the grant awards, and technical assistance.
3. The FPO works collaboratively with departments and programs in partnership with students, families, schools, and the community to increase learning for all students, to close the achievement and opportunity gap, and to improve the district's graduation rate. This involves ongoing communication with schools and central office staff, parents, and community stakeholders through Students First, conducting outreach events and presentations (Parent Summit, Youth Summit, Principals and Project Leads Meetings, Leadership Institute, Annual Reports), and collaborating with other government departments (Citizen Centric Reports) and external partners to promote the success of federal programs in schools.

3. Reference to SBOE Policies and Regulations and US Federal Regulatory Guidance

T60-40 Public School System Procurement Rules and Regulations

§60-30.2-790 Public School System Pay Differential

§60-20-720 Public School System Travel Outside the CNMI

§60-20-721 Public School System Travel Within the CNMI

OMB Circular A-102

OMB Circular A-133

EDGAR §74.24

EDGAR §80.25

CMIA 31

CFR Part 205

TFM 4A-2000

Authorized Funding Programs under the U.S. Department of Education Consolidated Grant

1. Title I, Part A - Local Education Agency (LEA) Grants
2. Title I, Part B - State Assessment Grants
3. Title II, Part A - Supporting Effective Instruction State Grants

4. Title III, Part A - English Language Acquisition State Grants
5. Title IV, Part A - Student Support and Academic Enrichment Grants
6. Title IV, Part B - 21st Century Community Learning Centers
7. Title V, Part B, Subpart 2 - Rural & Low-Income School Program
8. Education for Homeless Children and Youth Grants
9. Career & Technical Education-Basic State Grants Program
10. Other Grants [i.e. earmark grants, impact aid, Covid recovery and other grants]

3.1 Purpose

The local and federal regulations reference provides access and guidance to ensure compliance with quality control. The reference ensures sound financial management and internal control over federal funds, reducing the risk of fraud, waste and abuse.

4. Funding Approval, Certification, Obligation and De-obligation of Purchases

4.1 Funding Approval, Certification, and Obligation of Purchases Procedure

4.1.1 FPO Log Sheet

All federal grant funded requisitions must go through the FPO for intake.

1. On a daily basis, the Procurement Specialist submits batches of Purchase Orders (PO) and Purchase Requisitions (PR) accompanied with a checklist to the FPO administrative staff.
2. On a daily basis, the Procurement Specialist submits all contracts to the FPO Administrative Staff for intake then routed to the Certification Section for fund certification.
3. Schools, programs and offices submit all other documents such as Travel Authorizations (TA), Commutes, Proposals, and Pay Differential Payments either in-person or via email to the FPO administrative staff.
4. The FPO Administrative Staff logs in all incoming documents in the FPO log sheet, then reviews each document for completeness.
5. If a document is incomplete, the FPO Administrative Staff shall communicate with the initiating school, program, or office to address the deficiency. The FPO Administrative Staff shall communicate the deficiency through google chat, email, or telephone.
6. The FPO Administrative Staff routes completed documents (PO, PR, Commutes, TA, Proposals, Pay Differential Payment Request) to the FPO Fund Certification Section for funds

and account certification.

7. The FPO Administrative Staff routes all proposals to the Federal Programs Officer for review, then to the COE Office for approval.

4.1.2 Internal Control

A PO or PR may meet the requirements of the PSS Procurement and Supply (P&S) regulation but may require additional documentation to meet the Federal Uniform Guidance and the Allowable Cost Criteria as stipulated in the grant. In this case, FPO State Program Officers will work with the initiating schools, departments and programs to meet the federal requirements.

4.1.3 School Admin Responsibilities

School Administrative Staff and School Administrators have three (3) working days to address deficiencies as communicated by the FPO administrative staff. If the schools do not address the deficiencies within three (3) working days, the document is returned to the school through the P&S mailbox.

4.2 Proposal Funding Approval Request Procedure

4.2.1 Submission of Funding Request

The initial department/program submits a formal request through a memorandum addressed to the COE through the Federal Programs Officer outlining the project, activity, and expenditure requiring federal funds. The memorandum should include details such as purpose, objectives, expected outcome, budget, timeline, participant list, and account number.

4.2.2 Initial Review

The funding request is initially reviewed by the FPO Administrative Staff for completeness.

4.2.3 Documentation and Evaluation

The funding request is documented in the FPO log sheet and evaluated in detail as guided by the FPO Funding Approval Checklist (FAC) (see **Appendix 1**). This includes ensuring the alignment of organizational activities, objectives, goals to its respective grant. The FAC is driven by the three allowable cost criteria thresholds of the Uniform Guidance: Is the expenditure Necessary, Reasonable and Allocable.

If the funding request does not meet the three (3) allowable cost criteria thresholds, it is returned to the initiating school, program or office to identify an alternate funding source.

4.2.4 Recommendation for Approval

Based on the evaluation of the request using the FAC guide, a recommendation for approval is forwarded to the Federal Programs Officer for approval and final approval with the COE.

4.2.5 Required Time for Processing

Allow three (3) working days for processing. Once the formal request is complete, it is returned to the initiating school, department or program. Projects or activities may begin once the request is approved. After the fact proposals will not be accepted.

4.3 Fund Certification Request Procedure

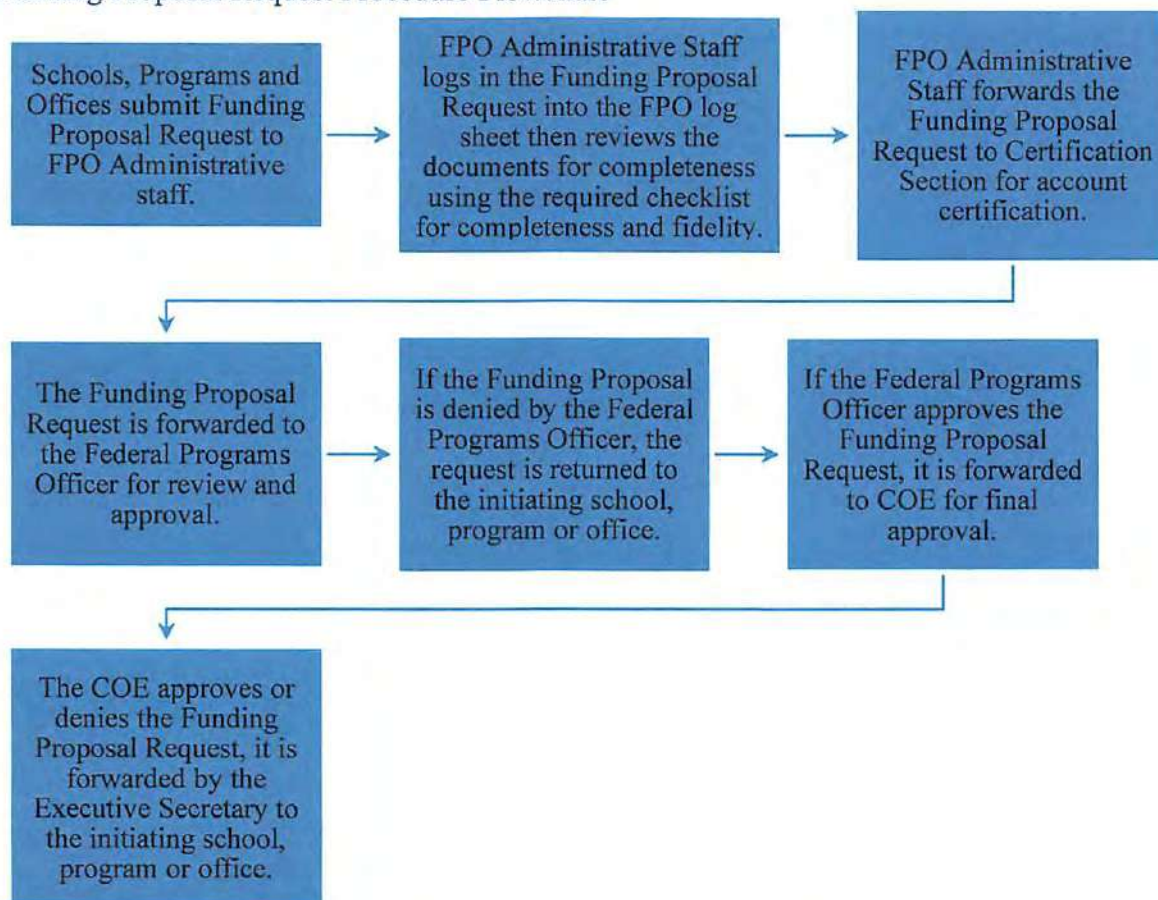
The Certification Officer will certify the account stated on the Funding Proposal Request memorandum. If funding availability is insufficient, an email or call to the supervisor of the requesting department/program will be made to either 1) reprogram funds (if allowable); or 2) identify another funding source (if allowable). If funding is sufficient and available, the Certification Officer forwards the memorandum to the Federal Programs Officer for review and approval.

If the Funding Proposal Request is denied by the Federal Programs Officer, it will be returned to the initiating school, program or office. If the Funding Proposal Request is approved by the Federal Programs Officer, the document will be logged out by the FPO Administrative Staff and routed to the COE Office for further processing. The Funding Proposal Request whether denied or approved by the COE will be returned to the initiating school, program or office.

The memorandum or expenditure document is forwarded to the next forwarding department for further processing:

1. The P&S Office:
 - a. Purchase Orders
 - b. Purchase Requisition
 - c. Contracts
2. Finance Department:
 - a. Travel Authorizations
 - b. Commutes
 - c. Pay Differential Payments
3. COE Office:
 - a. Pay Differential Proposals
 - b. Funding Proposal Request
 - c. Over-time Requests

4.3.1 Funding Proposal Request Procedure Flowchart



4.4 Required Time for Processing Fund Proposal Request Certification

Allow three (3) working days for processing.

4.5 Obligating Purchases

Schools, programs and offices have up to 15 working days before the end of a grant period to obligate purchases that use federal funds. This will allow the Finance and P&S offices time to process purchase orders and allow the Federal Budget Officer time to begin working on the semi-annual Federal Financial Report (FFR) due to the granting agencies.

The time to liquidate purchases depends on a grant's Notice of Award (NOA) performance period date, which is usually 90 days or 120 days after the grant's expiration date. Vendors submit invoices to PSS Department of Finance for further processing during this period. After obligations have been invoiced and converted to expenses by the PSS Department of Finance, the Comptroller validates the expenses to be included in the check run and the Treasurer runs the checks. When checks are generated in the JDE, the Federal Budget Officer processes the drawdown in the payment management system.

4.6 De-obligation Request

Schools, departments and programs must submit de-obligation requests for TAs and Commutes to the Certification Officer for processing. An encumbrance report to the respective schools, departments and programs shall reflect the de-obligation amount.

Schools, departments and programs must submit de-obligation requests for Purchase Orders and Purchase Requisition to the Assistant Budget Analyst for processing. An encumbrance report to the respective schools, departments and programs shall reflect the de-obligation amount.

5. Pay Differential Payment

5.1 Pay Differential Payment Procedure

All pay differential payment request must be received by FPO every Wednesday of non-payday week and shall be made in accordance with the rates established in the BOE Pay Differential Policy (see **Appendix 6**).

5.1.1 Required documentations

1. A memorandum addressed to the Finance Director through the Federal Programs Officer requesting payment of the completed project, program, event, training should be submitted to FPO by or before Wednesday of non-payday week.
2. Payment Summary Sheet (see **Appendix 2**) that lists the employees to be paid. It should include:
 - a. Employees' name
 - b. Employees' number
 - c. Position title [e.g. teacher, teacher aide]
 - d. Number of days worked
 - e. Amount per day
 - f. Fringe benefits
 - g. Total amount
 - h. Account to be charged*
 - i. Supervisor's name and signature.

*Account to be charged must be stated in the cover letter (Memo).

3. After School Programs

Student attendance sheets (see **Appendix 3**) must have the student initials for each day attended. The attendance sheet must be completely filled out. It should be legible and clearly indicate:

- a. Program Title
- b. Teacher's name
- c. Teacher's signature
- d. Teacher's employee number
- e. Date of attendance
- f. Day of attendance
- g. Time-in and time-out
- h. Supervisor's name and signature.

4. Training, Event, Project

Sign-in sheets (see **Appendix 4**) must have:

- a. Employee's name
- b. Employee's signature
- c. Employee number
- d. Title and date of the event
- e. Time-in and time-out
- f. Supervisor's name and signature

5. Copy of the approved proposal request.

5.2 Documentation Review

The FPO Administrative Staff reviews the documentation for completeness. Once it is determined to be complete, it is then reviewed with fidelity to ensure clear connection and alignment with the school's Schoolwide Improvement Plan (SWP) or grant objectives. The amount being requested should align with the number of hours performed and the number of days taught; this is then cross checked against the approved proposal provided to meet the intent of the proposal.

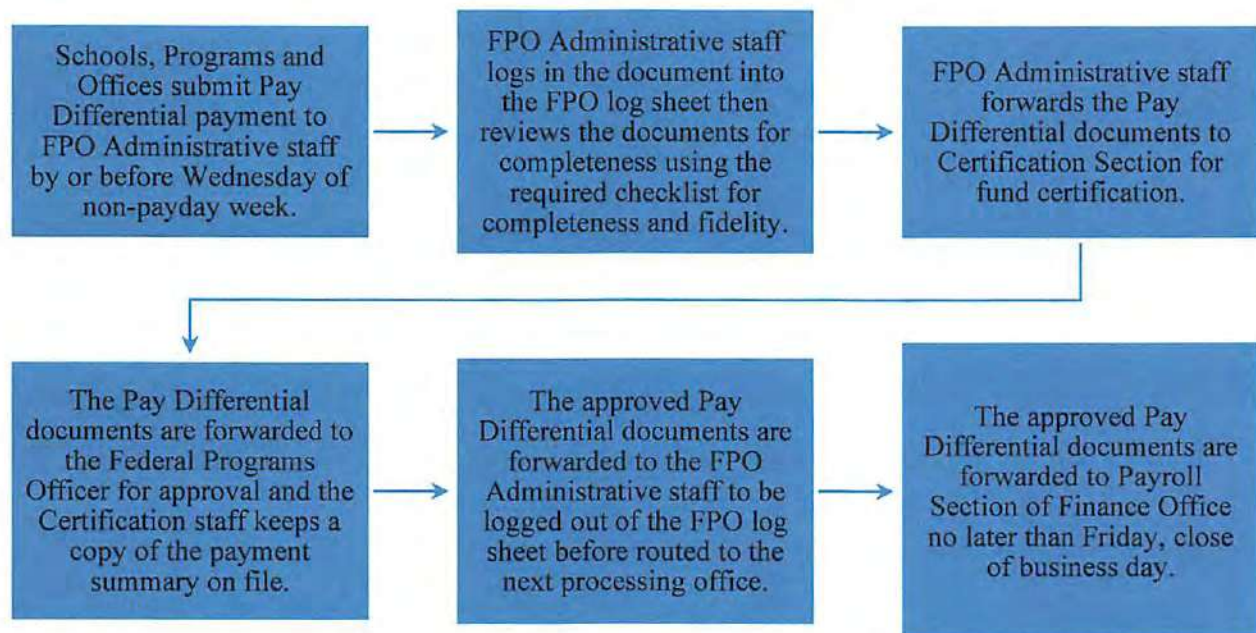
5.3 Fund Certification

The Certification Officer certifies the account stated on the memorandum against the payment summary, student attendance sheets, and proposal. Once certified, the documents are forwarded to the Federal Programs Officer for review and approval.

5.4 Federal Programs Officer Approval

The Federal Programs Officer reviews and approves the pay differential payment. Once approved, the documents are forwarded to the FPO Administrative Staff to be logged out on the FPO log sheet before forwarding them to the Payroll Section of the Finance Office for further processing. The approved Pay Differential documents are forwarded to Payroll Section of the Finance Office no later than Friday, close of business day.

5.5 Pay Differential Payment Flowchart



6. Drawdown of Federal Funds

The drawdown of federal funds is the process of requesting for cash reimbursement from federal agencies for expenditures incurred by CNMI PSS as per grant agreement. This process is performed on a weekly basis. The drawdown of federal funds is the responsibility of the Federal Budget Officer or designee.

6.1 Federal Payment Procedure

6.1.1 Cash Drawdowns

Cash drawdowns from the G5 system (a Federal Department of Education portal that is an end-to-end grants management system encompassing the intake of applications, peer review, award, payment,

performance monitoring, and final closeout of the grant award) are to be done at least twice a week or on an “as needed” basis based on the cash on hand at the point of draw. The following steps are to be followed when preparing drawdowns of federal funds.

1. The Federal Budget Officer or designee will run a report of expenditures that are converted to payment vouchers per business unit in the JDE.
2. If a payment voucher does not have a check number associated with it, it will be placed in a folder for future drawdowns until a check number is produced.
3. If a payment voucher is assigned a check number, the Federal Budget Officer or designee will update the Fiscal Year XX Request Amount within the respective spreadsheet used for tracking and accountability purposes. The Federal Budget Officer has a specific tracking and accountability spreadsheet for each federal payment website (See **Appendix 5** for reference). Such websites are ASAP.gov, G5, and PMS.
4. Once the respective spreadsheet has been updated, the “Fiscal Year XX Request Amount” column will be totaled for all payment vouchers to be drawn down. The sum of which will be the amount the Federal Budget Officer will draw down per applicable federal payment website.
5. Each spreadsheet for drawdown per applicable federal payment website will be printed and attached to the batch of payment vouchers totaled for drawdown.
6. The Assistant Federal Budget Analyst will review the total amount requested for drawdown per applicable business unit to ensure that it tallies with the sum of payment vouchers per business unit. This process is done for all three applicable federal payment website drawdown spreadsheets.
7. Once the spreadsheets are reviewed, they are submitted to the Federal Programs Officer for approval.
8. After the Federal Programs Officer approves the spreadsheets, the Federal Budget Officer will submit a request for payment on each federal payment website and attach the receipts to the drawdown files.

6.1.2 Disbursements

Disbursements are to be done at least once a week or on an “as needed” basis. Funds are transferred from the federal account to the local account after the drawdown is received.

6.1.3 Payment Methods

6.1.3.a Vendor Payment

Once P&S receives the item(s), the office then forwards a confirmation of receipt with the corresponding invoice to the Accounts Payable Section of the Finance Office for payment. The payment is then processed for the vendor.

6.1.3.b Reimbursements

The Federal Programs Officer will request reimbursement for actual expenditures incurred under the federal grants at least twice a week or on an “as needed” basis. Such requests shall be submitted with appropriate documentation and signed by the Federal Programs Officer or designee.

Requests for reimbursements will be approved by the Federal Programs Officer. The FPO will process reimbursement requests within the timeframes required for disbursement. Consistent with local and federal requests, the district will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for review upon request.

6.1.3.c Advances

When the district receives advance payments of federal grant funds, it must minimize the time elapsing between the transfer of funds to the district and the expenditure of those funds on allowable costs of the applicable federal program. (2 CFR Sec. 200.305(b)). The district shall attempt to expend all advances of federal funds within seventy-two (72) hours of receipt. When applicable, the district shall use existing resources available within a program before requesting additional advances.

6.2 Internal Control

1. *Segregation of Duties:*

The Budget Officer, Deputy Budget Officer and Assistant Budget Analyst have different roles in the processes of the budget preparation, expenditure authorization, and accounting functions. This prevents any one individual from having too much control over the budget and reduces the risk of errors or fraud. The functional chart in section 2.1 further demonstrates the segregation of duties.

Additionally, the segregation of duties from the Finance Office such as printing of checks and vendor payment minimizes the possibility of waste, fraud and abuse.

7. Grants

The CNMI PSS receives a wide range of federal grants, including discretionary, formula, and block grants.

7.1 Grant Proposals and Application

7.1.1 Grant Proposal Prior Approval

Individuals or departments interested in applying for grants must secure prior approval from the COE or the Federal Programs Officer. This involves informing the immediate supervisor about the grant application and funding opportunity to gain support before proceeding.

7.1.2 Assessment of the Grant Proposal

A grant committee, composed of staff members with relevant expertise and key stakeholders, is established to evaluate the grant call's feasibility and its alignment with the school district's needs assessment. Typically, the committee is spearheaded by the FPO Grants Management and Compliance Director that includes Project Director or Lead Investigator, department heads, financial officers, and program managers. They collaborate to develop a project design that aligns with district initiatives,

create an appropriate budget, complete administrative requirements, and gather materials promptly. If the grant call meets the district's needs, the proposal writing process is initiated.

7.1.3 Grant Proposal Writing Committee

In response to the grant call for competitive grants, the grant committee established in section 7.1.2 will begin the grant writing process. The Director of Grants Management and Compliance leads this committee and ensures that the Project Director or Lead Investigator allocates sufficient time to complete the application.

7.1.4 Review Process

The grant application is reviewed by the grant committee. If it includes a Memorandum of Understanding (MOU) or a cost-sharing requirement, it is forwarded to the Fiscal, Personnel & Administration (FPA) Committee for review and then presented to the BOE for approval. Subsequently, it is sent to the Director of the Human Resources Office to verify that the personnel budget aligns with state compensation guidelines.

7.1.5 Commissioner of Education Approval

The grant application must be reviewed and signed by the COE at least ten (10) working days before the submission deadline. The COE is the only authorized signatory for grant applications and documents.

The State BOE must review and approve any competitive grant with cost share requirements before the submission deadline.

7.1.6 Submission of the Grant Application

After the COE approves and signs the grant application, it is then forwarded to the Federal Programs Officer. The Federal Programs Officer then coordinates with the Director of Grants Management and Compliance or their designee to submit the application through the designated grant portal(s).

7.1.7 Grant Clearinghouse

The FPO, as the custodian of all federal grants, acts as a clearinghouse to ensure the accuracy and completeness of grant applications before the COE's approval. All CNMI PSS offices and programs must go through the FPO to upload the grant application.

7.2 Grant Award

Upon receiving the grant award, the awarding program or office notifies the COE and the Federal Programs Officer. A copy of the Notice of Award (NOA) and the approved budget will also be provided upon notification.

7.2.1 Award Documentation

The awarding program or office must submit a copy of the Grant Award (Narrative and Budget) to the FPO.

7.2.2 Accounts Creations

The Federal Budget Officer, or their designee, is responsible for creating new account codes that will be reflected in the Financial Status Report (FSR).

7.3 Internal Control

The FPO requires all awarding programs or offices to provide complete copies of all grant awards to ensure requisition requests:

1. Are properly reviewed,
2. Are aligned with standards and grant applications, and
3. Meets the Allowable Cost Criteria as stipulated in the respective grant.

8. Travel

8.1 Travel of PSS Staff

In accordance with the required document checklist outlined on the Travel Outside the CNMI §60-20-720 and Travel Within the CNMI §60-20-721 policies. All federally funded Commutes and TAs are submitted to the FPO for fund certification and approved by the Federal Programs Officer.

8.1.1 Travel Documentation Review

The FPO Administrative Staff logs and reviews the travel documentation against the FPO Guidelines Travel Checklist (see **Appendix 7**) for completeness. Once it is determined to be complete, it is then reviewed with fidelity to ensure clear connection and alignment with the Schoolwide Improvement Plan (SIP) or grant objectives. The FPO Administrative Staff forwards the travel documents to the FPO Certification Section for funding certification.

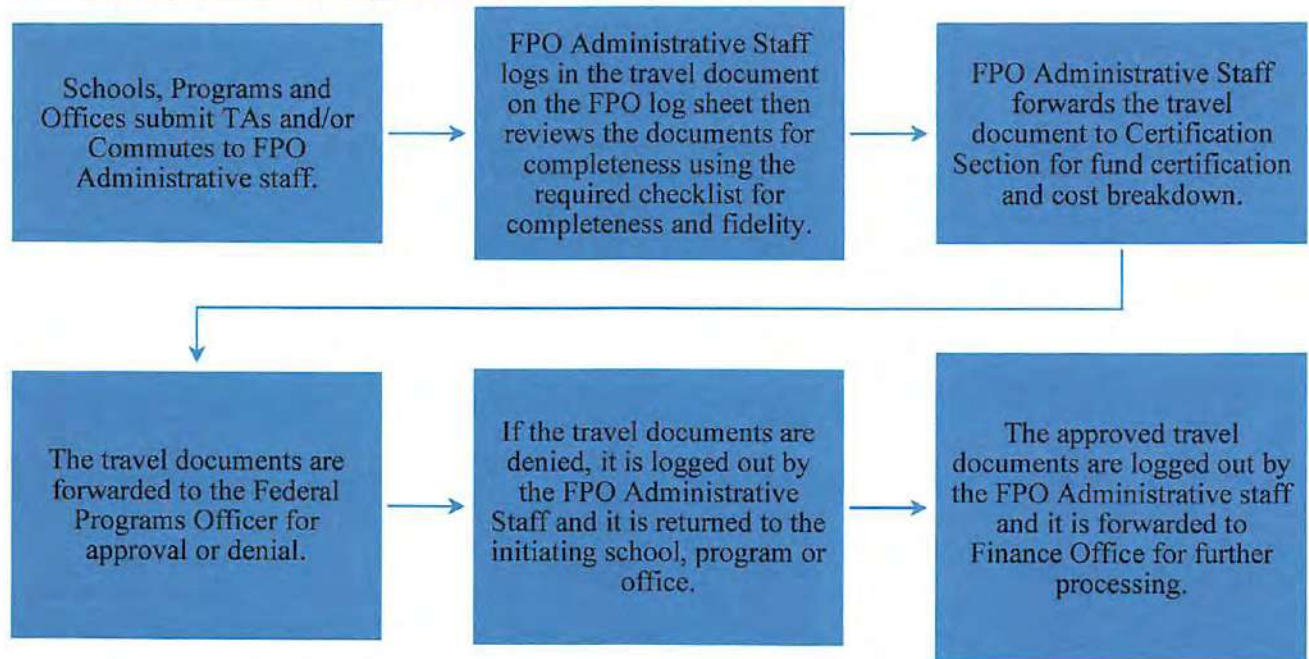
8.1.2 Travel Documentation Certification.

The Certification Officer certifies the account stated on the travel documentation and provides a cost breakdown of the travel. The Certification Officer forwards the travel documentation for the Federal Programs Officer to review and approve or deny.

8.1.3 Travel Documentation Review and Approval

The Federal Programs Officer will either approve or deny the travel documentation. If denied, the travel documentation is returned to the initiating school, program or office. If the travel documentation is approved, it is logged out and forwarded to the Finance Office for further processing.

8.1.4 Travel Certification Flowchart



8.2 PSS and PNP Students

In addition to the required document checklist outlined on the Travel Outside the CNMI (§60-20-720), the following documents are necessary to meet federal guidelines.

1. Designation of Authority
2. Principal Designated School Official Memorandum (for non-US Citizens)
3. Parent and School Release Statement Form (see **Appendix 8**)
4. Student Agreement During PSS Travel Sanctioned Activities Form (student needs to sign and date) (see **Appendix 9**)
5. Medical Permission Form (signed and notarized) (see **Appendix 10**)
6. Copy of US or Valid Travel Passport
7. Travel Insurance
8. Travel Voucher (MOA) [Signed and Dated]

8.3 Chaperone Eligibility

In addition to the guidance outlined on the Travel Outside the CNMI (§60-20-720) and Travel Within the CNMI (§60-20-721), the following priority are as follows:

1. 1st Priority - An employee of the school (public or private) that the traveling student is from must be the chaperone.
2. 2nd Priority - If the school is unable to provide an employee as a chaperone, the FPO and/or the Travel Section will work with the Human Resources Office to find a chaperone from the pool of PSS staff.
3. 3rd Priority - If neither of the above options is possible, the FPO and/or the Travel Section may allow a parent from the school or a volunteer coach of the school to serve as a chaperone, but only after submitting and obtaining approval on the CNMI PSS Volunteer Form (see **Appendix 11**) from the PSS HRO.

Appendix 1: Funding Approval Checklist (FAC)



Federal Programs Office (FPO) Funding Approval Checklist

FOR FEDERAL PROGRAMS OFFICE INTERNAL USE (Example for EY)		
FUNDING SOURCE:	RECOMMENDED ACTION FOR Name of School/Program	DATE 05/1/23
☒ CG-SWP ☐ ESF II ☐ ARP ☐ Other _____	☒ Returned to school or program Administrator(s) and Administrative Assistant(s) for revision. ☐ Recommended for Interim Federal Programs Officer - Jacqueline Che's Approval. Reviewed by FPO State Program Officer: State Program Officer	Request for Revision # 1

FOR SCHOOL OR PROGRAM GUIDANCE
EXPENDITURE: Room Rental/Venue
In order for the expenditure to be approved, all three allowable cost criteria must be met: Necessary, Reasonable & Allocable. FPO recommends the following revisions below.
☐ NECESSARY: Is the expenditure necessary to carry out the goal/objective stated in your SWP or Project? (Absent of the expenditure, can the SWP or Project goal/objective still be achieved?) ○ NO. The current justification memo does not provide a clear connection between the expenditure (Room/Venue Rental) with the SWPs initiative & objective. To address this, FPO recommends revising the memo to include the following: ■ FPO Recommendation - Revise justification memo to address the following: ➤ Using your SWP Plan, explicitly state your 1.) SWP Critical Initiative that connects your 2.) SWP Objective, and then clearly explain how 3.) This activity or purchase directly supports achieving 1 & 2. This will help to establish a clear connection amongst the three elements which may support that the expenditure (Room/Venue Rental) may in fact be necessary. After making these 3 connections, reference evidence based research that will further support the activity or purchase. ➤ Additionally, include in the justification, with compelling reason, of why it is necessary to 1.) conduct the activity offsite, rather than on campus; 2.) why it is necessary to provide meals or refreshments during the activity rather than dismissing participants for the time being and then having them return; and 3.) why it is necessary to conduct it in the evening (if applicable). ➤ Additionally, "ceremonies, banquets, graduation, etc..." is strictly unallowable under the Federal uniform guidance. It is highly advisable to restructure your activity, memo, and agenda to reflect a family/parental/or student engagement activity (through workshop, clinic, seminar, PD, etc...) ➤ OTHERS TO INCLUDE: ☐ As to prevent "waste" of federal funds, provide some form of evidence that can prove the confirmed Pax stated. This can be done by attaching an RSVP listing, or any other evidence than can confirm this. ☐ Establish a confirmed date on the Justification Memo. ☐ Also, it is critical to include a detailed & high quality agenda broken down time frame, and include a detailed description of each activity in each time frame especially emphasizing on the engagement activity(ies). Example: ■ 9:30 AM - 10:30 AM: Data Analysis and Review: A facilitated activity where parents and teachers will review and analyze student academic performance data, including grades, test scores, and other relevant metrics. Participants will work in small groups to identify trends, strengths, and areas for improvement. ➤ By following these recommendations, the revised memo will provide a clear explanation of how the expenditure aligns with the school's SWP, and thus showing why the expenditure is in fact necessary
☐ REASONABLE: Is the expenditure fair in price and comparable to market value? (Would a prudent person pay this amount for the expenditure?) ○ NO. The expenditure of "Room/Venue Rental" being fair and comparable to market value cannot be determined as there are no other price quotes to compare it to. ■ FPO Recommendation - Seek other venues to ensure 3 price quotations.
☐ ALLOCABLE: Is the expenditure directly linked to the purpose or activities under any of the 9 eligible programs listed in the Consolidated Grant or Other Grants and Federal Uniform Guidance? ○ NO. It is not allocable until "Necessary" criteria above is met. Only upon revision of the justification to meet "necessary" criteria, the expenditure of "Room/Venue Rental" will be allocable under the following programs authorized under the Consolidated Grant: Title I Part A - Improving the Academic Achievement of the Disadvantaged; Title II Part A - Supporting Effective Instruction; Title IV Part A - Student Support and Academic Enrichment; Title V Part B Subpart 2 - Rural & Low Income Schools.

The role of the Federal Programs Office is to provide guidance to schools and programs in ensuring compliance of allowable use of Federal funds. The use of Federal funds other than its intended purpose is strictly prohibited and is subject to review and possible legal action.

Appendix 2: Payment Summary Sheet Sample

[illegible]

Appendix 3: Student Attendance Sheet Sample

After School / Summer School Timesheet

After School / Summer School

Program Title : _____

No.	Student's Name	date	Mon	Tue	Wed	Thu	Fri	Sat
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
			Time in					
			Time Out					

Teacher's Name (print)

Teacher's Signature

Employee Number

School

Principal's Signature

- OFFICE USE ONLY -

Amt. : _____

Acct. : _____

Appendix 4: Training, Event, or Project Sign-In Sheet Sample

Name of Project/Event/Activity
Initiating Department/Program Name
Date

[illegible]

Prepared by: (Name & Position Title)

Date: _____

Approved by: Principal/Director/Manager (Name)
Position Title

Date: _____

Appendix 5: Drawdown Spreadsheet Sample

PIN: G5

8/14/24

ACCOUNT	FEDERAL	AUTH.	EXPEND. '18	EXPEND. '19	EXPEND. '20	EXPEND. '21	EXPEND. '22	EXPEND. '23	EXPEND. '24		REVENUE	REVENUE	REVENUE	REVENUE	REVENUE	REVENUE	REVENUE	FY' 2024
NO.	GRANT NO.	AMOUNT	RUN 10/10/18	RUN 10/28/19	RUN 11/10/20	RUN 10/28/21	RUN 11/10/22	RUN 12/20/23	RUN 08/14/24		2018	2019	2020	2021	2022	2023	2024	REQUEST
			PROCESS	PROCESS	PROCESS	PROCESS	PROCESS	PROCESS	PROCESS	TOTAL								AMOUNT
			DATE 09/30/18	DATE 09/30/19	DATE 09/30/20	DATE 09/30/21	DATE 9/30/22	DATE 09/30/23	DATE 08/14/24									

Appendix 6: Pay Differential Policy

§ 60-30.2-790 Pay Differentials

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

(b) Proposed differentials:

- (1) Coaches: \$400/sports season
- (2) After-school: \$40/daily (not to exceed 2 hrs)
- (3) Saturday: \$75/half day session \$150 full day (6 hrs)
- (4) Before school: \$30/daily session (not to exceed 1 hr)
- (5) Summer school: \$1500/full day (6 periods)
- (6) \$75/half day (up to 4 periods)
- (7) Credit Recovery, \$60
- (8) Substitute Teachers, (BA or higher), \$150/day
- (9) Substitute Teachers, (AA degree), \$100/day

(c) Professional development differential may be paid to PSS personnel exempt from the Fair Labors Standards Act who coordinate, facilitate or present at professional development seminars, workshops or trainings held on weekends or in the evening (after working hours) provided that the PSS staff coordinating, facilitating or presenting at the seminar, workshop or training have consulted and obtained the prior approval of the COE. This differential shall be paid based on rates approved by the BOE, provided funds are available. The PSS staff receiving this differential shall not be eligible to receive overtime compensation or extended day credits. This professional development differential shall be \$150/day for Saturdays (four hours or longer seminar, workshop or training) and \$40/evening (two hour or longer workshop or training after working hours).

Appendix 7: FPO Guidelines Travel Checklist

Travel Authorization Checklist (Chaperone/Non-PSS Employees)

Note: Travel to Guam or US Mainland

Please ensure that all forms are filled in correctly and are updated and reflect current positions of personnel (i.e. Director of Finance, COE, etc.). Travel Authorizations need to be turned in prior to fifteen (15) days of the date of departure. It is recommended and encouraged that TAs be prepared and submitted a month prior to dates of travel to ensure efficiency and timely processing. Should the fifteen-day requirement not be met, please prepare a waiver request memo to COE and BOE and attach it to the Travel Authorization form.

All documents should be completed & arranged in sequence for submission:

- ☐ 1 Travel Authorization Form
- ☐ 2 Justification Letter from COE to BOE Chair
- ☐ 3 Justification Letter to COE (include account # that will be charged)
- ☐ 4 15-Day Waiver Request (if necessary)
- ☐ 5 Designation of Authority (DOA) (if necessary)
- ☐ 6 Invitation to Event/Letter to Personnel
- ☐ 7 Trip Agenda and Budget Cost Breakdown
- ☐ 8 Registration Fee(s) Breakdown
- ☐ 9 Application and Account for Advance of Funds Form
- ☐ 10 Instruction for Travelers (signed and dated)
- ☐ 11 Chaperone Agreement Form (if necessary)
- ☐ 12 Itemized Per Diem (optional)
(Quotations for hotel, registration, ground transportation, etc.)
- ☐ 13 Car Rental Quotation/Reservation (if necessary)
- ☐ 14 Copy of US or Valid Travel Passport
- ☐ 15 Travel Insurance
- ☐ 16 Airfare Quotations (2 – 3 quotations)

Please submit to school administrator or secretary for review and further processing.

**After Travel, please submit the following on/
before 15 working days:**

1. Travel Voucher Form
2. Trip Report
3. Submit Original Airline Boarding Passes
4. Submit receipts for approved reimbursement (Car Rental, Event Fee, Hotel, etc.)

Travel Authorization Checklist (Students)

Note: Travel to Guam or US Mainland

Please ensure that all forms are filled in correctly and are updated and reflect current positions of personnel (i.e. Director of Finance, COE, etc.). Travel Authorizations need to be turned in prior to fifteen (15) days of the date of departure. It is recommended and encouraged that TAs be prepared and submitted a month prior to dates of travel to ensure efficiency and timely processing. Should the fifteen-day requirement not be met, please prepare a waiver request memo to COE and BOE and attach it to the Travel Authorization form.

All documents should be completed & arranged in sequence for submission:

- ☐ 1 Travel Authorization Form
- ☐ 2 Justification Letter from COE to BOE Chair
- ☐ 3 Justification Letter to COE (include account # that will be charged)
- ☐ 4 15-Day Waiver Request (if necessary)
- ☐ 5 Designation of Authority (DOA) (if necessary)
- ☐ 6 Invitation to Event/Letter to Student
- ☐ 7 Trip Agenda and Budget Cost Breakdown
- ☐ 8 Registration Fee(s) Breakdown
- ☐ 9 Application and Account for Advance of Funds Form
- ☐ 10 Instruction for Travelers (students need to sign and date to confirm agreement of terms)
- ☐ 11 PDSO – Principal Designated School Official Memo (for Non-US Citizens only)
- ☐ 12 **STUDENT TRAVEL FORMS:**
- ☐ 13 Parent and School Release Statement Form
- ☐ 14 Student Agreement During PSS Travel Sanctioned Activities Form
- ☐ 15 Medical Permission Form (signed and notarized)
- ☐ 16 Copy of US or Valid Travel Passport
- ☐ 17 Travel Insurance
- ☐ 18 Airfare Quotations (2 – 3 quotations)

Please submit to school administrator or secretary for review and further processing.

**After Travel, please submit the following on/
before 15 working days:**

1. Travel Voucher Form
2. Trip Report
3. Submit Original Airline Boarding Passes
4. Submit receipts for approved reimbursement (Event Fee, Hotel, etc.)

Appendix 8: Parent and School Release Statement Form

Parental and School Release Statement

Name of Activity: _____

Description of Activity:

Student Name: _____

Parental Release Statement

I hereby give my son/daughter _____ permission to participate in the activities mentioned above. It is understood that all reasonable caution will be taken by the person(s) in charge of the activities to prevent injuries but neither those in charge or the school shall be held responsible in the case of accident.

Parent/Guardian's Signature: _____ Phone #: _____

Teacher Release Statement

This is to inform you that the above student is participating at the school sanctioned activity. If the above student should not be participating due to disciplinary problems or classroom performances, please note those reasons below. *By signing below, you permit the said student to participate in this activity providing she/he has 6 or less absences per full term and is not failing his/her class. This is a School Sanctioned Activity (SSA). PLEASE DO NOT FORGET TO MARK THEM SSA ON THE ATTENDANCE RECORD.*

Period	Teacher's Name	Approval (Y/N)	Teacher's Signature/Remarks
1 st Period			
2 nd Period			
3 rd Period			
4 th Period			

Deadline to submit the form: _____

School Principal

Teacher/Advisor

Appendix 9: Student Agreement During PSS Travel Sanctioned Activities Form

Student Agreement during PSS Sanctioned Travel Activities

Student Name:	_____
Purpose of Trip:	_____
Trip Duration:	_____
School:	_____

This agreement is to ensure that expectations and responsibilities are lived throughout the travel duration.

Responsibilities of Students:

- A. Before The Trip
 - Must provide all appropriate travel documents needed
 - Complete class assignments and requirements from all courses
 - Attend meetings called regarding trip requirements, parent's engagement and review on travel policy
- B. During the Trip
 - Must attend all the events, activities as scheduled in the agenda and itinerary. Perform your best in all events, activities such as competitions.
 - Must apply PSS student Discipline regulations at all times.
 - Must wear appropriate attire for events scheduled.
 - Must be punctual on all schedules.
 - Must communicate at all times with chaperons.
 - Must accept supervision and discipline from all chaperons.
 - Must be responsible for your own personal items, money and others.
 - Must transport your own belongings – you bring it, you carry it!
 - RESPECT and BEST Behavior at all times! Be proud of CNMI PSS/Private School!
- C. After the Trip
 - Submit travel voucher requirements as listed in Travel Policy 15 days after travel: Boarding passes, trip report, travel voucher, other required receipts. Submit all these to the chaperon.

Appendix 10: Medical Permission Form

MEDICAL PERMISSION FORM

I, _____, parent/guardian of _____ do give the chaperones and advisors permission and authority to seek medical treatment for my child, should the need arise while my child is traveling with the _____ to _____ for the _____. The cost of the treatment will be covered by the insurance that has been obtained for my child as required by the Public School System. Any added cost incurred for this treatment and transportation not covered by the insurance, I will be solely responsible for and will repay the chaperons/advisors no later than two weeks following the end of the trip.

Printed Name of Parent/Guardian (s)

Parent/Guardian (s) Signature

Address/Phone Number where parent/guardian can be reached should an emergency arise:

Name: _____

Home Phone: _____

Work Phone: _____

Mailing Address: _____

***** NOTARY PUBLIC SIGNATURE & SEAL BELOW *****

Subscribed and sworn before me this _____ day of _____ 2016 in Saipan, CNMI

Appendix 11: CNMI PSS Volunteer Form



CNMI PUBLIC SCHOOL SYSTEM

HUMAN RESOURCES OFFICE

INTERN/VOLUNTEER APPLICATION COVER PAGE

List of documents to attach to this application:

1. ☐ Volunteer Application
2. ☐ Police Clearance
3. ☐ Medical Clearance
4. ☐ Recommendation Letter from School Principal (for student intern only)
5. ☐ Certification letter from Instructor (for student intern only)
6. ☐ Signed Confidentiality Form
7. ☐ Intern/Volunteer Memorandum of Agreement
8. ☐ Volunteer Liability Release Form
9. ☐ Received Schedule of Training Date (Please initial) _____
10. ☐ Received Copy of Personnel Regulation (Please initial) _____

To expedite the review of your volunteer application, you must submit the above list of documents with your application. Human Resources Office will **NOT PROCESS** any incomplete applications.

For HRO use only

Last Name: _____ First Name: _____ MI: _____

Date Received: _____ Received by: _____

Scanned & Filed by: _____



COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

STATE BOARD OF EDUCATION
PUBLIC SCHOOL SYSTEM
P.O. BOX 501370
SAIPAN, MP 96950



PERSONAL DATA

Last Name: _____ First Name: _____ MI: _____

Permanent Address: _____

CNMI Address: _____

Home Phone: _____ Cell Phone: _____ Pager: _____

E-mail Address: _____

POSITION(S) APPLIED FOR: _____

School / Program: _____

Type of Work Desired: Full Time Part Time Temporary On-Call
Other: _____

GENERAL INFORMATION

1. Have you ever applied for a job with PSS in the past? _____ Yes _____ No

If yes, please give the date(s) 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. 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 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.

4. 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.
If yes, explain on a separate sheet of paper and attach it.

5. Please provide emergency contact information:

Emergency Contact Person: _____ Relationship: _____
Phone No. _____ Address: _____

6. EDUCATIONAL DATA (FOR VOLUNTEER TEACHERS ONLY)

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:					

IMPORTANT

Please read each paragraph carefully before you submit this form.

1) Representation that application is filled out truthfully:

By my signature placed below, I promise that the information provided in this application is true and complete.

Date: _____

Signature: _____

2) Consent to Investigate Criminal Records/Agreement to Notify PSS of Crime Info.:

I authorize the CNMI Public School System's investigation of all statements contained in this application. I understand that this investigation may include obtaining a police clearance from the CNMI Department of Public Safety and a record of arrests and dispositions from the Federal Bureau of Investigation. I also agree to notify the PSS within fifteen (15) day if I should be charged or convicted of any crime, while my application is pending or, during my period of volunteering.

Date: _____

Signature: _____

3) Consent to Physical Examination and review of Medical Records:

I give permission for a complete physical examination by the CNMI Public School System (PSS) 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: _____

4) Agreement:

I agree that I am applying for a volunteer position of my own free will and if selected, I agree that I will abide by all Board of Education (BOE), Public School System (PSS), and individual school policies, procedures and regulations and comply with all reasonable directions of the PSS employer supervising me.

Date: _____

Signature: _____

5) Agreement:

I understand that if I am accepted for a volunteer position that I will not receive any compensation for my services or be guaranteed future employment with PSS or the Board of Education. I further agree that this is a temporary volunteer position and that I may be asked to leave the position at any time or for any reason.

Date: _____

Signature: _____



CNMI Public School System Internship/Volunteer MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) confirms the responsibilities of the CNMI Public School System (PSS), the student intern/volunteer and the PSS supervisor in the internship/volunteer work, the beginning and ending dates of the internship/volunteer work, and the due dates for the performance evaluations. This agreement will be signed by all parties prior to the student intern/volunteer reporting to work PSS.

Type of work: Intern ☐ Volunteer ☐

Beginning date of the internship/volunteer:

Completion date of the internship/volunteer:

Will the intern be paid? Yes ☐ No ☐

NOTICE for those who selected "YES" above and who will be receiving pay: After exiting the Internship/Volunteer program for any reason (completion, self-termination, or otherwise), you must continue employment at _____ for at least one calendar year. Failure to complete one calendar year of employment at _____ after exiting the Internship/Volunteer program will require you to pay back to PSS all pay received during the Internship/Volunteer program. If you do not pay this amount back to PSS by a reasonable deadline established by PSS, then PSS may collect this amount through paycheck deductions, deductions to an employee's Annual Leave balance, or other means.

If yes, how much? \$ per

Will the intern receive school credit for the internship? Yes ☐ No ☐

If yes, how many hours credit?

Weekly work schedule:

Monday	Tuesday	Wednesday	Thursday	Friday

Position:

Location of PSS Work Assignment:

PSS Supervisor of Intern/Volunteer:

Responsibilities and Duties

Student Intern/Volunteer:

The responsibilities and duties include:

1. Adhering to work hours set by the site supervisor, policies, procedures and rules governing professional staff behavior.
2. Adhering to PSS policies, procedures and regulations governing the observation of confidentiality and the handling of confidential information.
3. Adhering to the PSS policies, procedures and regulations governing the use of the Internet.
4. Assuming personal and professional responsibilities for his/her actions and activities.
5. Maintaining professional relationships with PSS employees, other students and so forth.
6. Utilizing a courteous, enthusiastic, open-minded, critical approach to policies and procedures within PSS.
7. Relating and applying knowledge acquired in the academic setting to the work setting.
8. Developing self-awareness in regard to attitudes, values, behavior patterns, and so forth that influence work.
9. Preparing for and utilizing conferences and other opportunities of learning afforded by PSS.
10. Being consistent and punctual in the submission of all work assignments to the supervisor and/or Administrator/Program Manager.
11. Providing the supervisor with periodic progress reports.
12. Provide PSS with either a Police Clearance or a Letter from the Student's Principal stating that Student has no Disciplinary Violations.
13. Understanding that any violation of either this MOA, PSS regulations, CNMI Law or Federal Law will result in immediate termination of the Internship/Volunteer position.
14. To indemnify, hold harmless or reimburse, the Public School System, the Board of Education, and the CNMI government as well as their officers, employees, agents and representatives from any claim that may be initiated by any person, firm or corporation for any losses, damages or injuries arising out of the student intern/volunteer work and his/her presence on PSS property.

CNMI PSS: It is the responsibility of the PSS to provide direct, on-the-job supervision of the student intern which includes the following:

1. Conducting a pre-placement orientation and introduction of the student intern/volunteer to the nature and purpose of the internship.
2. Orienting the student intern/volunteer to PSS' organizational structure and operations.
3. Orienting the student intern/volunteer to the PSS' policies, procedures and regulations regarding appropriate dress, office hours, and applicable leave policies.
4. Introducing the student intern/volunteer to the appropriate administrative and support staff.
5. Providing the student intern/volunteer with adequate resources necessary to accomplish job objectives.
6. Orienting the student intern to the policies and procedures with regards to confidential matters and confidential documents.
7. Make clear what the expectations are for professional performance.
8. Assigning and supervising the completion of tasks and responsibilities that are consistent with the student intern's/volunteer's role in PSS.
9. Consulting the Administrator/Program Manager in the event that the supervisor becomes aware of personal, communication or other problems that are disrupting the student intern's learning and performance.
10. Providing regularly scheduled supervisory conferences with the student intern/volunteer.
11. Participating in joint and individual conferences with the student intern and faculty coordinator regarding the student intern's performance.
12. Submitting an evaluation on the student intern's job performance.
13. Submitting a job description for the student intern by _____(date).
14. Assuming responsibility for the removal/termination of a student intern/volunteer from PSS setting whenever necessary.

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM of AGREEMENT on the dates noted by their respective signatures.

HUMAN RESOURCES DIRECTOR

I hereby certify that I have received a completed Intern/Volunteer application.

Date

PSS Human Resource Director

FISCAL AND BUDGET DIRECTOR (FOR PAID INTERNSHIPS ONLY)

I hereby certify that there are sufficient funds available in Account No. _____ for
a total obligation of _____ required for this agreement.

Date

PSS Director of Finance

LEGAL COUNSEL

I hereby certify that this Memorandum of Agreement is sufficient as to form and that the
Commissioner of Education has the legal capacity to execute this Memorandum of Agreement

Date

PSS Legal Counsel

CONTRACTING PARTIES

FOR PSS:

Date

Commissioner of Education

For the Intern/Volunteer:

I certify that I have read the terms of this Memorandum of Agreement and I will abide by all terms and conditions set forth herein.

Date

Intern/Volunteer

Date

Parent of Legal Guardian
(If Intern/Volunteer is a minor)

CONFIDENTIALITY AGREEMENT

This agreement is made between _____ and CNMI Public School System, Human Resources Office on (date)_____.

_____ will perform services for PSS which may require PSS to disclose confidential information and proprietary information to _____. (Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to _____ services to PSS, the business or operation of PSS, and/or the products, plans, processes, or other data of PSS). Accordingly, to protect the PSS' Confidential Information that will be disclosed to _____, _____ agrees as follows:

_____ will hold the Confidential Information received from the PSS in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.

_____ will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by the PSS Human Resources Director.

_____ will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for the Human Resources Office.

_____ will, upon the request or upon termination of his/her volunteer with the PSS, deliver to PSS Human Resources Office any notes, documents, equipment's, and materials received from the PSS or originating from _____ activities for PSS.

The PSS Human Resources Office shall have the sole right to determine the treatment of any information that is part of project specific information receive from _____, including the right to keep the same as a trade secret, to use and disclose the same without prior patent application, to file copyright recitation in its own name or to follow any other procedure as Human Resources may deem appropriate as determined in the sole discretion of the Human Resources Director or designee.

The Human Resources Office reserves the right to take disciplinary action, up to and including termination of contract for violations of this agreement.

_____ represents and warrants that it is not under preexisting obligations inconsistent with the provisions of this agreement.

Signing below signifies that the Employee agrees to the terms and conditions of the agreement stated above.

Human Resources Director:

Contracting Party:

Date

Date

CNMI PUBLIC SCHOOL SYSTEM

Volunteer Liability Release Form

In consideration of my desire to serve as a volunteer in relief efforts to be conducted by the CNMI Public School System I hereby assume all responsibility for any and all risk of property damage or bodily injury that I may sustain while participating in any voluntary relief effort, disaster exercise or other activity of any nature, including the use of equipment and facilities of the PSS.

Further, I, for myself and my heir, executors, administrators and assigns, hereby release, waive and discharge the CNMI Public School System and its officers, directors, employees, agents and volunteers of and from any and all claims which I or my heirs, administrators and assigns ever may have against any of the above for, on account of, by reason of or arising in connection with such volunteer relief efforts or my participation therein, and hereby waive all such claims, demands and causes of action.

Further, I expressly agree that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the Commonwealth of the Northern Mariana Islands, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I currently have no known mental or physical condition that would impair my capability for full participation as intended or expected of me.

Further, I have carefully read the foregoing release and indemnification and understand the contents thereof and sign this release as my own, free act.

Date: _____ Signature: _____ Print Name: _____



HUMAN RESOURCES OFFICE STANDARD OPERATING PROCEDURES

Standard operating procedures (SOPs) can be defined as formal, written guidelines or instructions established by an organization that specifies in detail how to properly accomplish and achieve its goals while ensuring compliance with regulations. An SOP is critical to the organization's effective and efficient operations and requires continuous improvement or revisions on an “as needed” basis. The SOP documents the step-by-step procedures for each office’s operations and processes, and serves to fulfill the following purposes:

- To be used as a reference tool for on-the-job training, leaves of absence, fill-ins during vacation, or staff turnover.
- Ensure legality and compliance with BOE Regulations.
- Ensure consistency and uniformity in the execution of procedures for the various processes within each office.
- Ensure transparency and accountability.

This SOP was reviewed and approved by the Commissioner of Education. Any amendments made to this document will require the review and approval of the Commissioner of Education prior to its adoption and implementation.

SOP Reference Information:

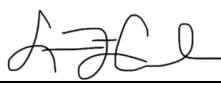
SOP Version No.: _____

Prepared By:



Lucretia B. DeLeon Guerrero
Human Resources Director

Approved By:



Lawrence F. Camacho, Ed. D
Commissioner of Education

Date:

03/14/25

Approval Date:

03/14/25

Revision History:

Revision Date:	Section(s) Revised:	Revised By:
03/14/2025	National Holidays & Ethnicity	Lucretia DeLeon Guerrero

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List of Abbreviations and Acronyms:

<u>Abbreviation</u>	<u>Definition</u>
ASC	ASC Trust – Retirement Plan Management
AWOL	Absent Without Leave
BOE	State Board of Education
CNMI	Commonwealth of the Northern Mariana Islands
COE	Commissioner of Education
EC	Employment Contract
EEO	Equal Employment Opportunity
FERPA	Family Education Rights and Privacy Act
FLSA	Fair Labor Standards Act
FMLA	Family Medical Leave Act
FTE	Full Time Employment
GGHI	Government Group Health Insurance
GGLI	Government Group Life Insurance
HR	Human Resources
HRD	Human Resources Director
HRO	Human Resources Office
JROTC	Junior Reserve Officers' Training Corps
JVA	Job Vacancy Announcement
KSA	Knowledge, Skills, and Abilities
LOI	Letter of Intent
LWOP	Leave Without Pay
MOA	Memorandum of Agreement
NOPA	Notice of Personnel Action
NTE	Not to Exceed
OPF	Official Personnel File
PD	Professional Development
PSPS	Public School Personnel System
PSS	Public School System
TYLER	Tyler ERP Computer System
USCIS	U.S. Citizen and Immigration Services

1. Employment Application Management

1.1 Reference to BOE Regulation

§ 60-30.1-312 Methods of Locating Candidates

§ 60-30.3-114 Eligibility List

1.2 Purpose

The purpose of this section is to document the processes for Employment Application Management as part of the recruitment process.

1.3 Receipt of Employment Application

Each applicant must submit a Completed Application to Human Resources Office (HRO) or through email. A checklist of supporting required documents to be included with the application must be attached to the application (See **Appendix 9**). A complete application packet must be submitted on or before the closing date of the job vacancy announcement (JVA).

HRO will review to ensure that the application is complete.

If the application is not complete,

1. The applicant will be informed of their pending documents.
2. It is the applicant's responsibility to provide these documents on or before the closing date of the job vacancy announcement.
3. The incomplete application will not be processed if the pending documents are not submitted before the JVA closing date.

1.4 Validity of the Application

Applications are valid for one-hundred eighty (180) days from the stamped date of submission to HRO.

1.4.1 Interest in Other JVA's After Application Submission

Should the applicant be interested in another JVA and would like to be considered, the applicant may submit to HRO a request through phone or email to forward the application to the JVA of their interest.

1.4.2 Multiple JVA's Applied

If an applicant applies for more than one position, a request through phone or email shall be made and the initial application will be applied to the requested positions so long as the application on file is still within its validity period.

1.5 Employment Application Assessment

It is important to correctly assess applicants (See Section 2. Classification and Compensation for evaluation and assessment process) and properly place them on eligibility lists as appropriate. It is also important to be consistent in practice when dealing with applicants, Public School System (PSS) employees, and authorized PSS interviewers/hiring authorities to avoid Equal Employment Opportunity (EEO) complaints.

1.6 Eligibility List Established

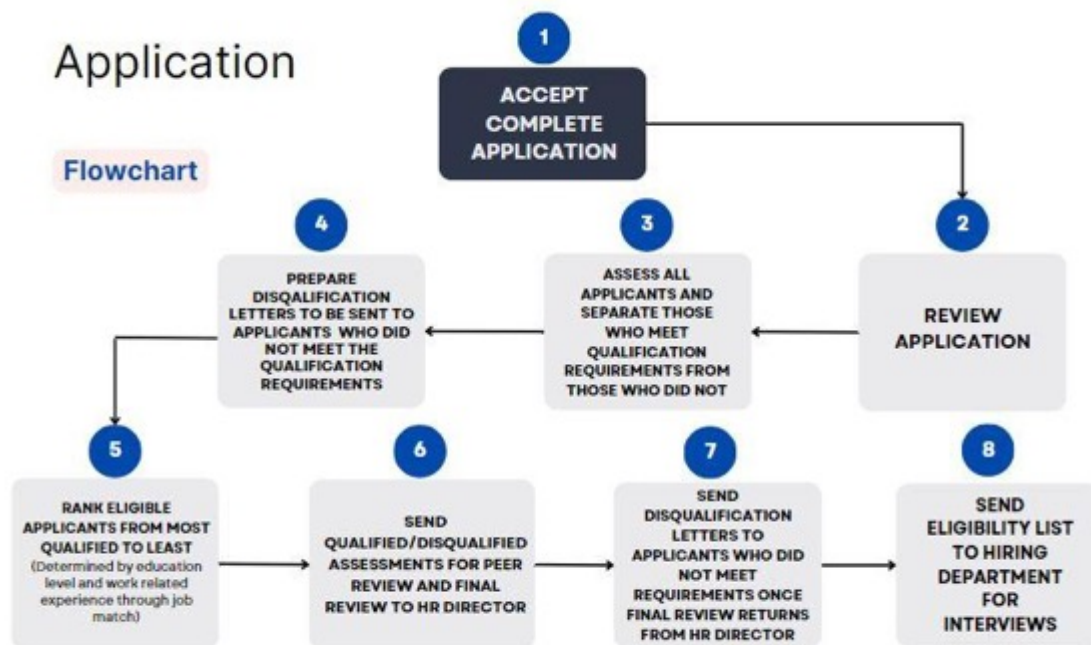
Every person who applies for a vacancy that meets the minimum qualifications and has submitted a Completed Application shall be placed on an eligibility list for the position applied for.

1. Eligible applicants' names will be listed ranking from most qualified to least.
2. The eligibility list, along with copies of the Completed Applications and assessments, will be forwarded to the appropriate Interview Committee within ten (10) working days after the closing date of the vacancy announcement, OR upon request any time after the fifteen (15) day announcement period.
3. Qualified applicants are placed on an eligibility list, and if not selected, will be considered for future vacancies as long as the application on file is within its validity period.
 - a. If the one (1) year eligibility period expires, the application will be disposed of.
4. Names may be removed from the eligibility list by HRO if the applicant voluntarily withdraws at any time, is found to be unqualified, or is disqualified due to false statement or fraud in application.
5. The following applicants shall be notified in writing by HRO:
 - a. Those applicants who did not meet the minimum requirements of the vacant position,
 - b. Those who did not submit a Completed Application,
 - c. Those who did not get interviewed, or
 - d. Those who applied for a position that will not be filled at the moment due to funding availability.

1.7 Disposition of Application

HRO responsible personnel will scan all applications received for future reference and dispose of invalid applications using an industrial shredder after assessment.

1.8 Employment Application Management Flowchart



2. Classification and Compensation

2.1 Reference to BOE Regulation

§ 60-30.2-106 Background Investigation

§ 60-30.3-122 Background Investigation

2.2 Purpose

The purpose of this section is to document the processes for Classification and Compensation of the recruitment process.

2.3 Guidelines for Evaluating Work-related Experience

If an applicant claims work credit that would affect his or her classification or compensation, then the applicant shall provide:

1. An official letter of verification from prior employer(s) including job title and dates of employment of claimed work experience.

The Application Evaluation and Assessment Form (See **Appendix 1**) is the official form used to classify and compensate (See **Appendix 2** for Compensation Schedule).

2.3.1 Job Match

In reviewing the applicant's verified work history, first determine if there is a job match. In other words, is the applicant's work experience the type of work experience required by the target position. For example, if the target job requires certified teaching experience, and the applicant has verification of certified teaching experience, then that would constitute a job match. The closer the apparent relationship of the applicant's experience, including training, to the work to be performed, the greater the credit given for possession of that type of experience and/or training.

2.3.2 Work-related Experience.

1. If there is no job match, but equivalent work, then crediting should not exceed one-half (1/2) credit. Much depends on the skill level and to what extent the related work experience appears to contribute to the overall minimum knowledge, skills, and abilities (KSA).

If the applicant's work experience is similar and his/her work experience skill level is equal to or higher than the target job skill level, then work experience may be creditable up to full credit (depending on the minimum KSA of the target position).

2. If the applicant's work experience is similar and the skill level is lower than the target job skill level, then work experience may be creditable, to one-fourth (1/4) credit (depending on the minimum KSA of the target position).
 - a. If there is no job match or equivalent work, no credit is given.

2.4 Guidelines for Evaluating Education

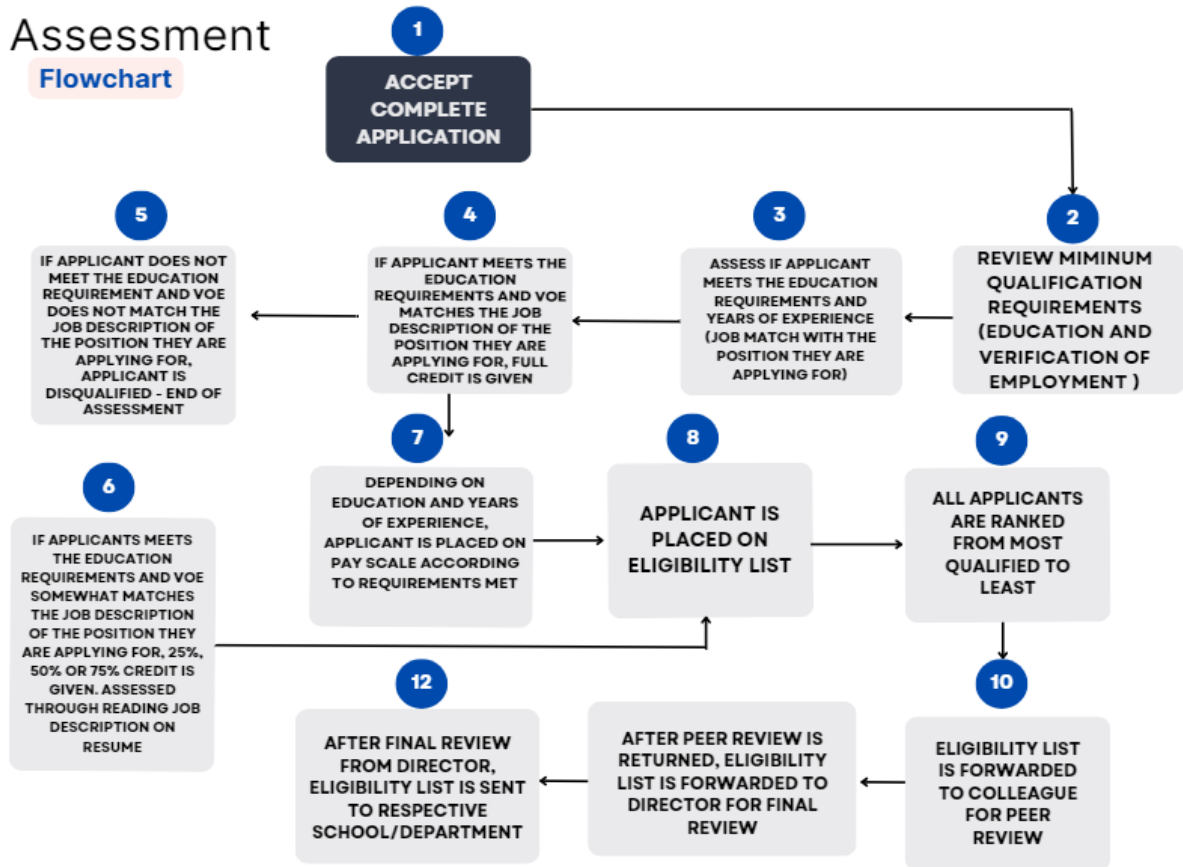
After proper credit has been given for all verified work experience, it is necessary to determine if the applicant has the necessary education that can be credited.

The application Evaluation and Assessment Form (See **Appendix 1**) is the official form used to classify and compensate (See **Appendix 2** for Compensation Schedule).

1. If the applicant claims education credit that would affect his or her classification or compensation, then the applicant shall provide an Official Transcript of Records from the education institution(s).
2. If the applicant has a college degree, refer to the position classification for proper crediting.
3. If the applicant does not have a college degree but has educational credit that can be converted into experience, also refer to position classification for proper crediting.
4. An applicant's experience and education must then be matched up against the minimum requirements for the target job.

5. If the applicant does not meet the base or minimum requirements of the target job, he/she is disqualified.
6. If the applicant has more education and experience than what is required for the position, it will be considered excess, and the applicant must be classified and compensated accordingly. Excess credit will constitute either a raise in compensation, classification, or both depending on the amount of excess experience or education.
7. Compensation must not exceed the established allowable budget for the vacant position or exceed any restrictions on salary as established by the Board of Education (BOE).
8. Under no circumstances is any education or experience to be rounded up to meet the minimum requirements for the target job.

2.5 Employment Application Evaluation and Assessment Flowchart



3. New Hire

3.1 Reference to BOE Regulation Part 100 The Hiring Process

Subpart A Recruiting and Interviewing

- § 60-30.2-101 Purpose
- § 60-30.2-102 PSS Recruiters
- § 60-30.2-104 The Interview
- § 60-30.2-106 Background Investigation
- § 60-30.2-108 Recommendation

Subpart B The Employment Decision

- § 60-30.2-110 Purpose
- § 60-30.2-112 The Decision Subpart

Subpart C The Employment Contract

- § 60-30.2-114 Purpose
- § 60-30.2-116 The Contract Form
- § 60-30.2-118 Routing of the Contract
- § 60-30.2-120 No Action Without Fully Executed Contract Subpart

Subpart D The Contract Period

- § 60-30.2-122 Purpose
- § 60-30.2-124 Term of Employment
- § 60-30.2-126 Dates of Instruction
- § 60-30.2-128 Assignment Flexibility

3.2 Purpose

The purpose of this section is to document the processes for new hires, from the selection of qualified candidates to the contract execution, as part of the recruitment process.

3.3 Recommendation to Hire Procedures

1. Prior to conducting any interviews, the hiring manager is responsible for establishing their interviewing committee. The interviewing committee must consist of either two (2) or three (3) individuals who are Certified Interviewers and have taken the Certified Interview training without any conflicts of interest with the applicants listed on the eligibility list. If a conflict of interest is present, the *conflicted* panelist must then recuse him/herself from being a part of the interviewing committee.
2. After the interviewing committee has been established, the committee must interview the first five (5) applicants on the eligibility list. Upon the committee's discretion, they may interview other applicants beyond the five (5).
3. After the interviews are completed, the interviewing committee selects the most qualified individual and prepares a recommendation letter.
4. The complete interview packet is returned to HRO with the recommendation letter attached for further processing.

5. The receiving personnel will review the submitted documents for accuracy and completeness and document the receipt date of the complete file in the HRO internal tracking sheet. The complete interview packet being returned to HRO should consist of the following documents:
 - a. Letter of recommendation signed by the hiring School Principal or Program Supervisor
 - b. Interview Questions and Results
6. The receiving personnel will forward the complete file to the responsible personnel in charge of processing new hires to prepare the following:
 - a. Letter of Intent to Hire (LOI)
 - b. Notice of Personnel Action (NOPA)
 - c. New Hire Employment Contract (EC)
7. When processing is complete, the LOI, NOPA, and EC will then be forwarded to another Human Resource (HR) Personnel to conduct a peer review before these documents begin the routing process. The responsible personnel will inform the hiring school or program of the status of their recommendation once the new hire NOPA and EC have been routed or if it was rejected pending additional information or revision.
8. Once Peer Review is complete, the LOI will be sent to the recommended applicant via email.

3.3.1 New Hire NOPA and EC Routing Process

The routing process for NOPA and EC are as follows:

1. The Human Resources Director (HRD) for review and certification of position classification, compensation pay level and step, and certification for certified contracts.
2. The Federal Programs Office or Finance Department for review and certification of funds by the Federal Programs Officer or Director of Finance, respectively.
3. The Legal Counsel for review and certification of the employment contract terms and Fair Labor Standards Act (FLSA) status.
4. The Commissioner of Education (COE)'s Office for final review and approval.

At any time during the routing process, the new hire NOPA and/or contract may be rejected due to lack of supporting documents, incompleteness, or inaccurate information and will be returned to HRO for additional information or revision(s) before it can continue with the routing process.

After the COE's approval, the new hire NOPA, EC and Packet are forwarded to HRO.

3.3.2 Recommended Applicants' Acceptance

1. The responsible HR Personnel will communicate with the recommended applicant to inform him/her that the NOPA and EC are ready for review and acceptance of EC.
2. If the recommended applicant accepts the EC, the New Hire Packet (See **Appendix 3**) is given to the employee upon signing his/her NOPA and EC. The New Hire Packet includes:
 - a. *Employee Information Sheet*: Provides information such as: Duty Location, Biodata, Contact Information, Emergency Contact (See **Appendix 3(a)**). Employers can request ethnicity information as part of demographic data upon hire, but it must be voluntary and clearly stated that providing this information is optional; the purpose should be solely for tracking diversity and compliance with equal employment opportunity (EEO) laws, and the data should not be used to influence hiring decisions.
 - b. *Pre-Employment Checklist Form*: Verifies Commonwealth of the Northern Mariana Islands (CNMI) Government work experience, Retirement, and Health and Life Insurance (See **Appendix 3(b)**).
 - c. *U.S. Citizen and Immigration Services (USCIS) Form I-9*: Verifies employment eligibility to work in the United States (See **Appendix 3(c)**).
 - d. *PSS/BOE Physician's Medical Examination Verification Form*: Tests for active Tuberculosis to ensure employees are safe to perform their job-related functions (See **Appendix 3(k)**).
 - e. *PSS Allotment Form*: To enable employee's payroll direct deposit (See **Appendix 3(d)**).
 - f. *W-4 Form*: To withhold the correct federal income tax from employee's pay (See **Appendix 3(e)**).
 - g. *GGHI/GGLI Enrollment Form*: Enrollment in Government Group Health Insurance (GGHI) and Government Group Life Insurance (GGLI) (See **Appendix 3(f)**).
 - h. *ASC Trust Enrollment Form*: Enrollment for 401a or 457 retirement plan(s) (See **Appendix 3(j)**).

- i. *Confidentiality Agreement Form*: Ensure that employee has acknowledged and is held liable of releasing PSS information (See **Appendix 3(g)**).
 - j. *Internet Usage Employee Account Agreement Form*: Ensures employee acknowledges and is accountable for information being transmitted via official PSS email account (See **Appendix 3(h)**).
 - k. *Outside Employment Form*: Ensure that employee discloses any other work outside of PSS (See **Appendix 3(i)**).
 - l. *FERPA Certification*: Ensure that employee completes Family Education Rights and Privacy Act (FERPA) Certification.
 - m. *Pre-Employment Drug Testing*: Ensure employee completes and submits drug test results.
- 3. Upon complete submission of the recommended applicant's New Hire Packet, the responsible HR Personnel will then establish the official start date to take place on the forthcoming Monday.
- 4. The responsible HR Personnel will then create a ticket with the Office of State & Infrastructure to request that an official PSS email address be issued to the recommended applicant and provide confirmation that the new hire process for the recommended applicant is cleared on HRO's end (See **Appendix 3(h)**).
- 5. Only for Certified Employees:
 - a. On-Island Hire
 - i. When the NOPA and EC are fully signed and all required documents from the New Hire Packet (See **Appendix 3**) have been submitted, the date of hire should be determined at this point.
 - b. Off-Island Hire
 - i. When the EC is fully signed and the date of hire is determined, the hiring school or program will fill out the Travel Authorization.
 - ii. The hiring school or program also starts routing the request for Travel Authorization.
 - iii. The following are the signatories/certifiers for the Travel Authorization:
 - 1. HRD (for Travel Justification)

2. Federal Programs Officer or Director of Finance (for Local/Federal Fund Certification)
 3. COE (for Review and Final Approval)
 4. BOE Chairperson (for Review and Final Approval)
- iv. Once Travel Authorization (TA) has completed its signature/certifying routing process, it is sent back to Finance's Travel Section for ticket purchasing and release of per diem.
- v. Once the ticket has been purchased and the per diem check is released by the Finance Travel Section, HRO will provide an update to the newly hired employee to let him/her know that TA has been approved and provide guidance on the expectation of off-island recruitment travel SOP.
1. The HR Personnel will provide a copy of the employee's TA via email and inform the employee that they will receive a printed check payment upon arrival to the CNMI.
 2. The HR Personnel will inform the employee to obtain and keep a copy of the following documents to submit with a travel voucher to HRO within three (3) days of arrival to the CNMI.
 - a. Boarding Pass for employee and any dependents listed under the Off-Island Terms and Conditions.
 - b. Hotel Payment Receipt
 - c. Meal Receipts
 - d. Car Rental Receipt
 3. The employee is responsible for submitting the travel voucher to HRO on time.
 4. The HR Personnel receiving the documents listed above will review the documents submitted for completeness and will be responsible for forwarding the complete documents to the Finance Office Travel Section for further processing of travel liquidation.
 5. The staff from the Travel Section will then begin their process. If there are missing document(s), then the staff from the Travel Section will inform HRO and the employee to submit the pending document(s) in order to further liquidate.

3.3.3 Establishing New Hire's Official Personnel File (OPF)

1. Employee Number

- a. The information from the completely signed NOPA and EC is inputted into the TYLER ERP (TYLER) computer system by the responsible personnel.
 - i. All TYLER entries must be inputted on non-payroll week.
 - ii. Employee numbers are auto generated by the TYLER computer system.
 - iii. Employees who previously resigned from PSS and who are re-hired back into PSS are assigned the same employee number.

2. Digital Files

- a. The NOPAs for all new hires are scanned and sent via email to the Finance's Payroll Section for payroll purposes.
- b. The NOPA and EC for all new hires are scanned and sent to each respective employee's PSS email address for their record.

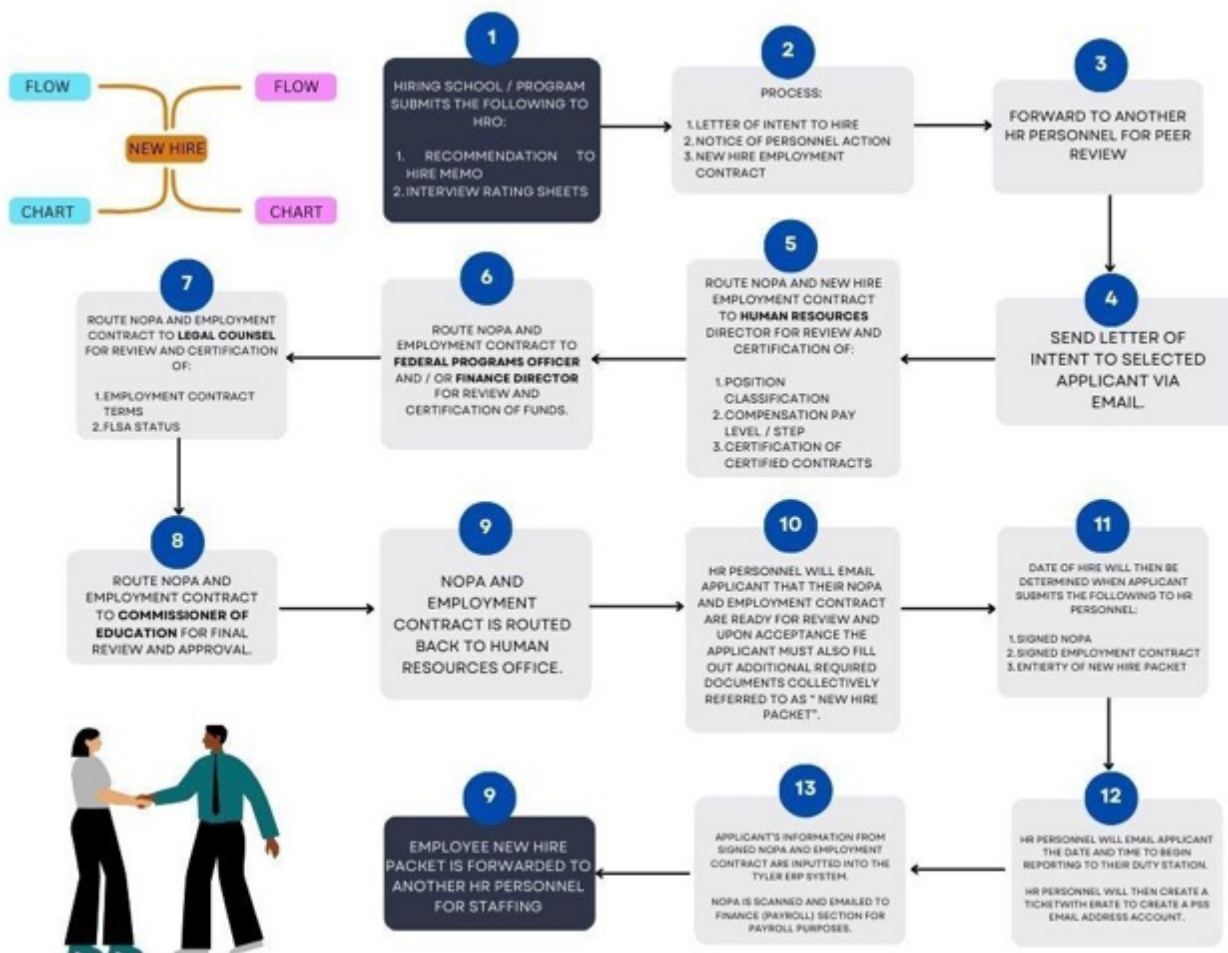
3. Staffing Pattern

- a. The NOPA, EC, New Hire Packet, and other supporting documents are forwarded to the responsible personnel for staffing pattern. This is to track and update the staffing pattern for each respective school, program, or office, for record keeping and reporting purposes.

4. Personnel Jacket

- a. The Administrative Assistant creates the OPF and files away NOPA, EC and New Hire Packet.
- b. The OPF is filed and maintained in the active employee files at HRO in compliance with records management (See Section 9. Records Management for more details).

3.4 New Hire Process Flowchart



4. Renewal

4.1 Reference to BOE Regulation

Subpart E Renewal (No Tenure)

§ 60-30.2-132 Purpose

§ 60-30.2-134 Renewal

§ 60-30.2-136 Request for Renewal

§ 60-30.2-138 Notification of Non-renewal

Subpart F Renewal

§ 60-30.3-158 Purpose

§ 60-30.3-160 Renewal

§ 60-30.3-162 Request for Renewal

§ 60-30.3-164 Notification of Non

4.2 Purpose

The purpose of this section is to document the processes for employment contract renewal.

4.3 Required Documents and Submission Deadline

4.3.1 Valid Certification

1. Certified Employees are required to maintain a valid certification throughout their contract period.
 - a. In the event that employee records reflect an expired certification, then the employee will be responsible to submit a valid certification to HRO.
 - b. If the employee is not able to furnish proof of a valid certification, the employee will be reclassified from a Highly Qualified EC to a Non-Highly Qualified EC on a Memorandum of Agreement (MOA)
 - c. Employee(s) on an MOA must meet and comply with MOA conditions.

4.3.2 Non-Renewal Requirements

1. If the Supervisor recommends not to renew an employee(s) contract, the supervisor will serve an Official Notice of Non-Renewal to the employee at least ninety (90) days prior to the contract expiration date.
2. A copy of the Official Notice of Non-Renewal must also be submitted to HRO for further processing of separation.

4.3.3 Renewal Requirement

1. At least six (6) months prior to the contract expiration date, employee(s) must submit in writing the letter of intent to renew to HRO in order to be considered for employment renewal.
2. At least five (5) months prior to the contract expiration date,
 - a. Employees must submit to HRO:
 - i. Valid Medical Clearance;
 - ii. Valid Police Clearance;
 - iii. Valid Traffic Clearance (required only for Office of Pupil Transportation employees);
 - iv. Form DD 2767 (required for Junior Reserve Officers' Training Corps (JROTC) employees);

- v. Professional Development (PD) Plan (required for Non-Highly Qualified employee).
- b. Supervisor must submit to HRO:
 - i. Letter of Recommendation to Renew;
 - ii. Performance Evaluation

4.3.4 Final Notice and Stop Allotment Notice

1. At least four (4) months prior to the contract expiration date, if employee(s) renewal documents are incomplete,
 - a. Responsible personnel may send out a courtesy “Contract Renewal Reminder” email to employees and supervisors with a submission deadline date of at least two (2) months before the contract expiration date.
 - b. Responsible personnel may send regular courtesy follow-ups to employees and supervisors requesting for pending renewal documents.
 - c. At least two (2) weeks prior to the contract expiration date, a “Final Notice” email will be sent to employees and supervisors with a deadline date of one (1) week to submit pending renewal documents after the email is sent.
 - i. If employee does not provide complete renewal documents by the Final Notice deadline, the responsible personnel will send a Stop Allotment Notice email to the employee.
 - ii. The responsible personnel will also notify, via email, the Finance’s Payroll Section and the employee’s supervisor of the Stop Allotment Notice.

The Stop Allotment Notice advises Finance’s Payroll Section that the employee’s contract is expired, and all payments for hours worked after the contract expiration date will be ceased.

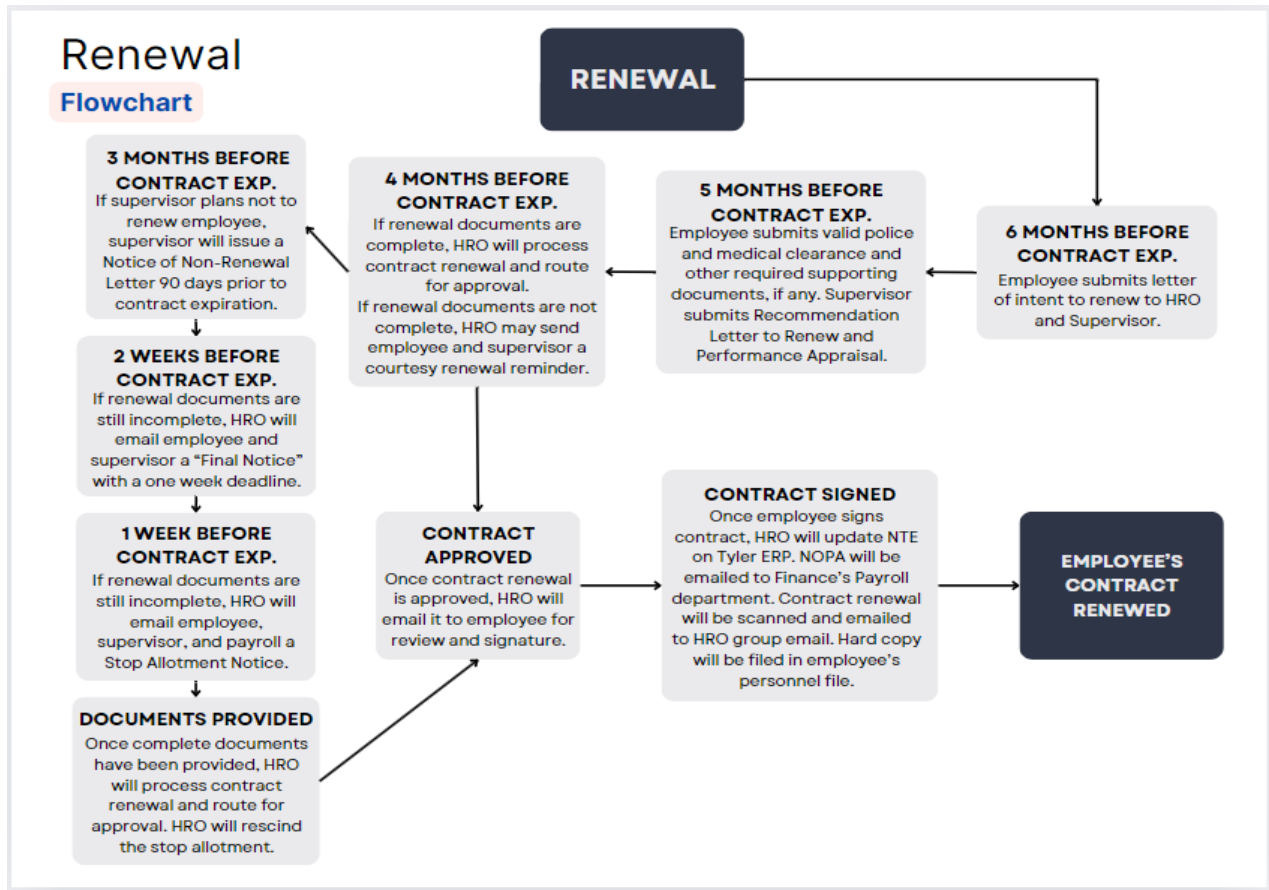
4.4 Processing Renewal Documents

Once all required documents for contract renewal are complete, then the responsible personnel at HRO will process the renewal NOPA and EC.

1. The NOPA and EC will be routed to the following for certification and approval:
 - a. HRD (for review and certification of position classification, compensation pay level and step, and certification for certified contracts)

- b. Federal Programs Director or Director of Finance (for review and certification of Local or Federal Funds)
 - c. Legal Counsel (for review and certification of the employment contract terms and FLSA status)
 - d. COE (for final review and approval).
- 2. Upon approval of the NOPA and EC, the responsible personnel will notify the employee via email communication that the renewal NOPA and EC are ready for employee(s) review and signature. If the employee agrees with the renewal NOPA and EC, the employee can either:
 - a. Electronically sign all required signatory pages and email the completely signed renewal packet back to HRO; or
 - b. Stop by HRO to physically sign the original hard copies.
- 3. The responsible personnel will enter the updated “Not to Exceed” (NTE) date into the Tyler computer system.
- 4. Filing of Renewal Documents
 - a. Renewal NOPAs are scanned and sent via email to:
 - i. Finance’s Payroll Section for payroll purposes.
 - ii. Each respective employee’s PSS email address for their record.
 - iii. HRO group email for recording purposes.
 - b. Hard copies of the Renewal NOPAs, ECs, and required supporting documents are then filed into the employee’s OPF.

4.5 Contract Renewal Flowchart



5. Separations and Resignations

5.1 Reference to BOE Regulation

Subchapter 60-30.2 Employment of Certified Personnel Regulations

Exhibit C Employment Contract for Certified Personnel

§ 60-30.2-715 Annual Leave

Subchapter 60-30.3 Employment of Non-Certified Personnel Regulations

Exhibit C Employment Contract for Non-Certified Personnel

§ 60-30.3-615 Annual Leave

5.2 Purpose

The purpose of this section is to document the processes for separations and resignations.

5.3 Letter of Resignation Submission

1. The employee submits a letter of resignation to the immediate supervisor.

- a. Letter of resignation must include the employee's intended effective date for last day of employment with the respective school or department.
2. The receiving supervisor will review the resignation letter to ensure all required information is provided by the employee.
3. The receiving supervisor will then sign and acknowledge the resignation letter and forward it along with an employee clearance sheet to the HRO to process the employee resignation (See **Appendix 12** for PSS Clearance Sheet).
4. HRO receives the employee's resignation letter and clearance sheet to begin processing.
5. A Notice of Personnel Action (NOPA) is created to reflect the employee's resignation effective date (See **Appendix 11** for sample Separation/Resignation NOPA).
6. Routing Process is as follows
 - a. HRD signs the NOPA and Clearance Sheet
 - b. Director of Finance signs the NOPA and Clearance Sheet
 - c. COE signs the NOPA
 - d. Clearance Sheet is sent to eRate to disable employee's PSS email
7. HRO sends a copy of the NOPA to the Payroll Section for processing of lumpsum (if eligible)
8. Employee is then deactivated from the TYLER ERP System

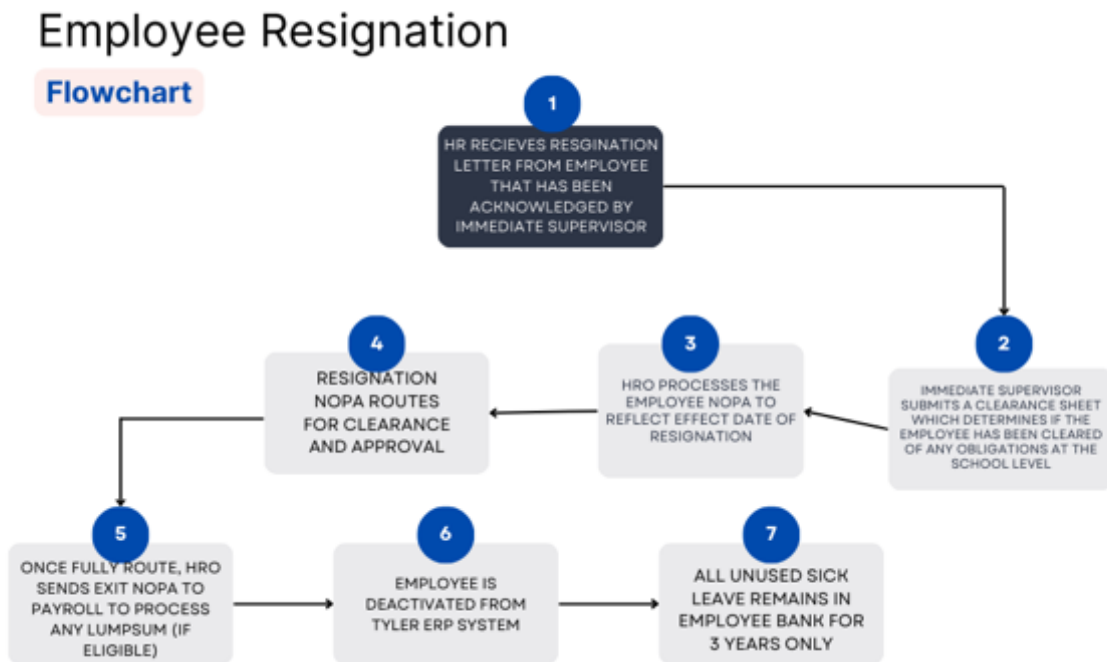
5.4 Letter of Non-Renewal (Separation)

1. If an employee's contract shall not be renewed, the School Principal will issue to the respective employee a Letter of 90-days' Notice of Non-Renewal prior to an employee's contract end date.
2. The employee shall continue with the regular duties assigned until the end of the contract.
3. The School Principal will submit the Letter of 90-days' Notice of Non-Renewal along with the respective employee's clearance sheet to the HRO for further processing of the employee's separation (See **Appendix 12** for PSS Clearance Sheet).
4. The Separation NOPA is then created to reflect the employee's non-renewal effective date (See **Appendix 11** for sample of PSS Notice of Personnel Action).

5. Routing Process is as follows

- a. HRD signs the NOPA and Clearance Sheet
 - b. Director of Finance signs the NOPA and Clearance Sheet
 - c. COE signs the NOPA
 - d. Clearance Sheet is sent to eRate to disable employee's PSS email
6. HRO sends a copy of the NOPA to the Payroll Section for processing of lumpsum (if eligible)
7. Employee is then deactivated from the TYLER ERP System

5.5 Separation and Resignation Flowchart



6. Verification of Employment (VOE)

6.1 Reference to BOE Regulation

No existing BOE Regulations for this section.

6.2 Purpose

The purpose of this section is to document the processes for employee requests for either a

standard PSS Verification of Employment (VOE) or a VOE Request Form from various outside institutions.

6.3 Submission of Request

1. The employee makes a request for a standard PSS VOE via e-mail or by submitting a VOE form from an outside institution to the HRO.
 - a. Employees are responsible for ensuring all biodata and personal information is completed for forms from an outside institution.
 - b. Employees are responsible for ensuring all forms requiring the authorization to release information are signed prior to submission.
2. The receiving responsible personnel will review the employee VOE form to ensure all required fields are completed by the employee.
3. The responsible personnel will stamp receive and initial the VOE form from all outside institutions.
 - a. The responsible personnel will inform the employee making the request to allow three (3) business days for processing.

6.4 Processing of VOEs

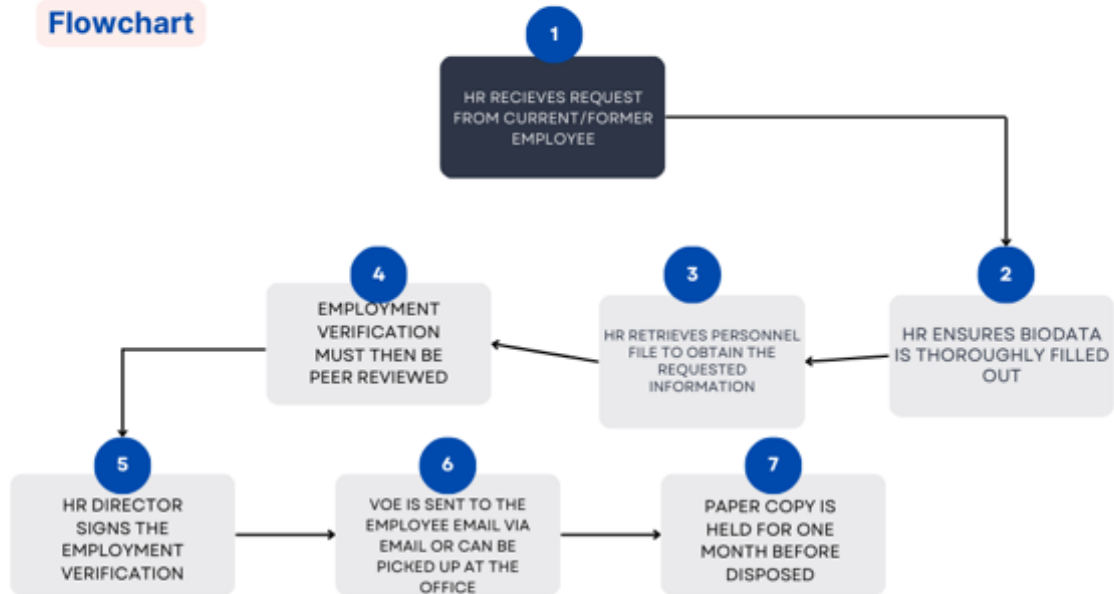
1. The VOE form will then be provided to the responsible personnel for further processing or notified of request for a standard PSS VOE.
2. The request will be documented on the HRO internal tracking sheet.
3. The responsible personnel will retrieve the employees OPF to obtain the following information:
 - Full Name
 - Employment Dates or Length of Employment
 - Position Title
 - Salary Information (hourly rate, monthly rate, and/or per annum rate)
 - Employment Status (Full-Time/Part-Time)
4. Depending on the request, the responsible personnel will complete a standard PSS VOE form and/or fill out the information requested from an outside institution.

5. The responsible personnel will ensure the VOE form is verified and signed by the HRD or designee.
6. Once verified and signed, the responsible personnel will inform the requesting employee that the VOE form has been completed and is available for pick up or may be sent to the employee through a PSS email address.
 - a. All employees making requests through a non-PSS email will be required to answer security questions for PSS security and authentication purposes.
 - i. Questions include:
 1. Confirming last four-digits of SSN.
 2. Employee # when employed at PSS.
 3. Position Title held when employed.
 4. Name of last immediate supervisor when employed with PSS.
7. The requesting employee will be responsible to submit all completed VOE form(s) to the respective organization that is requesting for the VOE form, unless an authorization to release information is signed and the employee requests the form be submitted directly to the specific institution.
8. Only the requesting employee or an authorized individual will be allowed to pick-up the VOE form. Employees must submit to HRO in writing, either in person or through email, a request to release the VOE form to the authorized individual.
 - a. Individuals authorized to pick up any documents must provide valid identification.
9. The responsible personnel will dispose of the VOE form one (1) month after the VOE form is processed.

6.5 Verification of Employment Flowchart

Verification of Employment

Flowchart



NOTE:

IF A PERSON OTHER THAN THE EMPLOYEE MAKES A REQUEST FOR A VOE, THAT PERSON MUST SUBMIT A LETTER OF AUTHORIZATION SIGNED BY THE EMPLOYEE WHICH STATES THEY ARE ABLE TO OBTAIN THE VOE ON THEIR BEHALF

7. Leave

7.1 Reference to BOE Regulation

Subpart C Leave

- § 60-30.2-710 Purposes of Leave
- § 60-30.2-715 Annual Leave
- § 60-30.2-720 Sick Leave
- § 60-30.2-725 Compassionate Leave
- § 60-30.2-730 Military Training Leave
- § 60-30.2-735 Administrative Leave
- § 60-30.2-740 National Holidays
- § 60-30.2-745 Court Leave
- § 60-30.2-750 Maternity/Paternity Leave
- § 60-30.2-755 Training & Education Leave
- § 60-30.2-760 Family and Medical Leave
- § 60-30.2-765 Unpaid Training and Educational Leave
- § 60-30.2-770 Leave Without Pay (LWOP)

§ 60-30.2-775 Absent Without Leave (AWOL)
§ 60-30.2-780 Advance Annual Leave
§ 60-30.2-785 Advance Sick Leave

7.2 Purpose

The purpose of this section is to document the processes for the various types of employee leave requests.

7.3 Annual Leave

7.3.1 Annual Leave for Non-Certified Employees

1. Non-certified employees who have been contracted with by the PSS for a period of three (3) months or more are eligible for annual leave with pay.
2. Non-certified employees shall accrue annual leave at a rate applicable to the following:
 - a. Non-Certified employees with less than three (3) years of creditable PSS service, inclusive of creditable years of service in the CNMI Government, shall accrue annual leave at the rate of four (4) hours per pay period.
 - b. Non-certified employees with less than six (6), but three or more than three (3) years of creditable PSS service, inclusive of creditable years of service in the CNMI Government, shall accrue annual leave at the rate of six (6) hours per pay period.
 - c. Non-certified employees with six (6) or more years of creditable PSS service, inclusive of creditable years of service in the CNMI Government, shall accrue annual leave at the rate of eight (8) hours per pay period.
3. Annual leave shall accrue in each pay period so long as the employee works or is in paid leave status for all ten (10) weekdays of the pay period.
4. The maximum accumulation of annual leave shall be three hundred sixty (360) hours. Any excess will be converted to sick leave at the end of each calendar year.
5. Non-Certified employees' request to use annual leave must be made in advance of the period of time it is to be used and should be made in writing as early as possible. Annual leave may only be used if it is approved in advance by the employee's direct supervisor.
6. All requests for annual leave must be submitted and processed at the school/department level.

7.3.2 Annual Leave for Certified Employees

1. Certified employees who have been contracted by the PSS for a period of three (3) months or more are eligible for annual leave with pay.

2. Certified employees shall be given five (5) days annual leave upon hire, per school year.
3. The maximum accumulation of annual leave shall be forty (40) hours per school year.
4. Certified employees' request to use annual leave must be made in advance of the period of time it is to be used and should be made in writing as early as possible. Annual leave may only be used if it is approved in advance by the employee's direct supervisor.
5. Requests for the use of annual leave by certified employees during instructional time are discouraged and should be made infrequently. Such requests will only be approved in rare circumstances.
6. All requests for Annual Leave must be submitted and processed at the school/department level.

7.3.3 Annual Leave Balances Upon Separation

1. Annual leave balances for Non-Certified and Certified employees may be cashed out upon separation from the PSS.
2. Separation shall mean that the employee will not work for the PSS for at least six (6) consecutive months.
 - a. A Non-Certified and/or Certified employee who elects to cash out the annual leave balance must not return to the PSS until such time has elapsed or pays back the amount that has been cashed out.

7.4 Sick Leave

7.4.1 Sick Leave for Non-Certified Employees

1. Non-certified employees who have been contracted by the PSS for a period of three (3) months or more are eligible for sick leave with pay.
2. Non-certified employees shall accrue sick leave at the rate of four (4) hours per pay period.
3. Whenever possible, sick leave shall be requested in advance of when it is needed, and medical appointments shall be scheduled on an employee's own time.
4. 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.
5. Sick leave shall have no cash value at any time and unused portion shall carry over from year to year.

6. Sick leave will be allowed if the employee is able to provide satisfactory verification of the illness, injury, quarantine, or medical appointment for themselves or their immediate family member(s) (See Section 7.4.3 for definition of immediate family member).
7. A physician's statement is required for employees taking three (3) or more consecutive days of sick leave.
8. A physician's statement may be required by the employee's direct supervisor in their discretion prior to approving payment for the use of sick leave for use of less than three (3) consecutive days.
9. All requests for sick leave must be submitted and processed at the school/department level.

7.4.2 Sick Leave for Certified Employees

1. Certified employees who have been contracted by the PSS for a period of three (3) months or more are eligible for sick leave with pay.
2. Certified employees will be given five (5) days of sick leave per school year.
3. Whenever possible, sick leave shall be requested in advance of when it is needed, and medical appointments shall be scheduled on an employee's own time. In emergency situations, sick leave shall always be requested by the employee before 5:00 a.m. of the day it is to be used.
4. A physician's statement is required for employees taking three (3) or more consecutive days of sick leave.
5. A physician's statement may be required by the employee's direct supervisor in their discretion prior to approving payment for the use of sick leave for use of less than three (3) consecutive days.
6. All requests for sick leave must be submitted and processed at the school/department level.

7.4.3 Immediate Family Member Defined

For purposes of this section, immediate family member means a legal spouse; child, whether natural, adopted, or a legal guardian of; or parent.

7.4.4 Sick Leave Balances Upon Separation

Sick leave balance shall be retained for a period of three (3) years after the employee separates from the PSS. If the employee becomes re-employed during that three (3) year time period, the sick leave balance shall be re-credited to the employee. If the employee does not again begin employment with the PSS within three (3) years of separation the sick leave shall be lost.

7.5 Compassionate Leave for Non-Certified and Certified Employees

1. In the case of a death of an immediate family member (See Section 7.5.1 for definition of immediate family member), the COE may grant non-certified and/or certified employees compassionate leave with pay for up to forty (40) hours.
2. Compassionate leave must be requested in writing in advance and may not be granted more than two (2) times in a year.
3. All requests for compassionate leave must be submitted and processed at the school/department level.

7.5.1 Immediate Family Member Defined

For purposes of this section, immediate family member means the employee's father, mother, spouse, child, brother, sister, grandmother, grandfather, mother-in-law, or father-in-law.

7.6 Military Training for Non-Certified and Certified Employees

1. Military training leave with pay may be granted to non-certified and/or certified employees who are members of the National Guard or any reserve components of the United States Armed Forces and are directed to training or other military activities by proper military authority.
2. Military training leave may not exceed 120 hours in a year.
3. Administrative leave may not be used in its place or in conjunction with it.
4. Employees must submit military orders and a signed leave form to the COE for review and approval.
5. If the employee exhausts his/her military training leave hours, then the employee may submit a request to his/her immediate supervisor to use the remaining accrued annual leave hours or may submit a request for leave without pay (LWOP) to the COE for review and approval.

7.7 Administrative Leave for Non-Certified and Certified Employees

1. Administrative leave with pay may be granted under emergency conditions beyond the control of management, such as:
 - a. Typhoons,
 - b. Civic observations of interest to the PSS,
 - c. PSS related examinations,
 - d. Travel related to PSS business,

- e. During disciplinary investigations, or
 - f. Other such reasonable events as the COE determines.
2. Copies of the documentation granting administrative leave must be provided by the COE to the BOE immediately.
 3. Unless specified in writing by the COE, administrative leave days shall not count towards the 190-day contract period for certified staff, and those day will be worked at another time.
 4. Non-certified and certified employees must sign a leave form for the period administrative leave is granted. Signed leave forms must be submitted to the employee's direct supervisor.

7.8 CNMI National Holidays

7.8.1 Non-certified and Certified Employees

Non-certified and certified employees shall receive holidays off with pay for CNMI National Holidays as scheduled by PSS.

7.8.2 CNMI National Holidays Listing

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Commonwealth Covenant Day
5. Good Friday
6. Memorial Day
7. Juneteenth
8. Independence Day
9. Labor Day
10. Commonwealth Cultural Day
11. Citizenship Day
12. Veteran's Day

13. Thanksgiving Day

14. Constitution Day

15. Christmas Day

7.8.3 FLSA Non-Exempt

FLSA non-exempt employees shall receive double time pay if they are required to work on any of the CNMI National Holidays listed above.

7.9 Court Leave for Non-Certified and Certified Employees

1. Non-certified and/or certified employees who are required to serve as jurors may receive court leave with pay for the period that they do so.
2. Employees must submit the court order and a signed leave form to the COE.
3. A request to receive court leave with pay must be approved in advance by the COE and will be subject to the condition that all fees paid to the employee by the court for serving as a juror must be provided to the PSS.
4. The COE may also approve court leave when an employee is subpoenaed to testify in a court or administrative hearing on behalf of the PSS or the CNMI Government.

7.10 Maternity/Paternity for Non-Certified and Certified Employees

1. Non-certified and certified employees may be granted by the COE to an employee who is the father or mother of a newborn child or is the father or mother of a newly adopted child.
2. A maximum of eighty hours (80) of paid maternity/paternity leave may be granted to an employee in any calendar year.
3. Maternity/paternity leave may only be used within one (1) month of the birth or adoption of a child.
4. Employees must submit the Certificate of Live Birth or Adoption Decree and a signed leave form to the COE.

7.11 Training & Education for Non-Certified and Certified Employees

1. Leave with pay for the purpose of job-related training and education may be granted to non-certified and certified employees for a period not to exceed one (1) year.
2. The COE is charged with the responsibility of approving or disapproving such leave requests.

3. The COE is granted the authority to create guidelines regarding the use and approval of training and education leave and to establish a committee to review the applications according to those guidelines.

7.12 Family and Medical Leave for Non-Certified and Certified Employees

1. Non-certified and certified employees who have been employed with the PSS for at least one (1) year and have worked for at least 1,250 hours during the preceding twelve (12) month period are eligible for family and medical leave.
2. All employees, except for those who are defined by the Family and Medical Leave Act (FMLA) as “highly compensated employees” who take family and medical leave will be returned to the same or an equivalent position upon their return from family and medical leave.
3. Family and medical leave will be unpaid.
4. If family and medical leave is requested for a serious health condition (See section 7.10.1 for definition of serious health condition), the employee must first use all his or her accrued annual and sick leave.
5. If family and medical leave is requested for any of the other purposes the employee must first use all his or her annual leave.

7.12.1 Serious Health Condition Defined:

For the purpose of this section, the term “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider.

7.12.2 Leave Entitlement

1. Eligible employees who meet the applicable time of service requirements may be granted a total of twelve (12) weeks of unpaid family and medical leave and paid sick and annual leave combined, during any twelve (12) month period for the following reasons:
 - a. The birth of a child or placement of a child from adoption or foster care;
 - b. To bond with a child (leave must be taken within one (1) year of the child’s birth or placement;
 - c. To care for the employee’s spouse, child, or parent who has a qualifying serious health condition (See section 7.10.1 for definition of serious health condition);
 - d. For the employee’s own qualifying serious health condition (See section 7.10.1 for definition of serious health condition) that makes the employee unable to perform the employee’s job;

- e. For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, parent, child, or parent.

7.12.3 Requesting Leave

1. Employee must submit the following appropriate FMLA form(s) (See **Appendix 4**) to the PSS HRO:
 - a. Certification of Health Care Provider for Employee's Serious Health Condition under the FMLA (See **Appendix 4(a)**).
 - b. Certification of Health Care Provider for Family Member's Serious Health Condition under the FMLA (See **Appendix 4(b)**).
2. The responsible personnel will review the FMLA form for completeness and to ensure all employee and health care provider sections are completed.
 - a. Employees do not have to share a medical diagnosis but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection.
 - b. Employees must inform the employers if the need for leave is for a reason for which FMLA leave was previously taken or certified.
 - c. Employers can require a certification or periodic recertification supporting the need for leave.
 - d. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.
3. The responsible personnel will request from the PSS Finance Department a one (1) year leave summary based on the beginning date listed on the FMLA form submitted by the employee. The responsible personnel will review and calculate any leave taken during a 12-month period measured backwards from any FMLA usage.
4. The responsible personnel will deduct any leave taken within the year from the twelve (12) weeks of unpaid, job-protected leave in a 12-month period.
 - a. The twelve (12) weeks run concurrently with all other types of leave an employee is entitled to, including but not limited to:
 - i. Annual Leave,
 - ii. Sick Leave,

- iii. Advanced Annual Leave,
- iv. Advanced Sick Leave,
- v. Sick Leave Donation, and
- vi. Compensatory Time Off.

7.12.4 Employer Responsibilities

1. The responsible personnel will provide the following documentation to the employee within fifteen (15) calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.
 - a. Notice of Retroactive Designation of FMLA Leave (See **Appendix 5**).
 - b. Notice of Eligibility & Rights and Responsibilities (See **Appendix 6**).
 - c. Designation Notice Under the FMLA (See **Appendix 7**).

7.12.5 Maintain Health Benefits

1. Employees on a Leave Without Pay Status while on FMLA must pay for the employee and employer costs to continue health care benefits.
2. Employees may make arrangements with the CNMI Secretary of Finance Office to continue to pay shares necessary to maintain health benefits.
3. Employees who are not on a LWOP status while on FMLA will be responsible for making payment for employee costs only.

7.13 Unpaid Training and Education Leave for Non-Certified and Certified Employees

1. Non-certified and certified employees who are either ineligible for paid training and education leave or who wish to pursue their education on a full-time basis without financial assistance from the PSS, may be granted a leave of absence for a period not to exceed one (1) year.
2. Such employees shall have the right to return to a similar position as the one the previously held, upon satisfactory completion of their leave.
3. The employee will receive no service credit for the period spent on unpaid training and education leave.
4. The employee must submit proper documentation supporting the leave and a signed leave form to the COE.

5. The employee must receive prior, written approval from the COE before taking such leave.

7.14 Leave Without Pay for Non-Certified and Certified Employees

1. LWOP may be approved for employees who have used up all their annual and any other leave and need more time away from work if it is in the best interest of the PSS.
2. The employee will receive no service credit for the period spent on the leave without pay.
3. The employee must submit proper documentation supporting the leave and a signed leave form to the COE.
4. The employee must receive prior, written approval from the COE before taking such leave.

7.15 Absent Without Leave (AWOL) for Non-Certified and Certified Employees

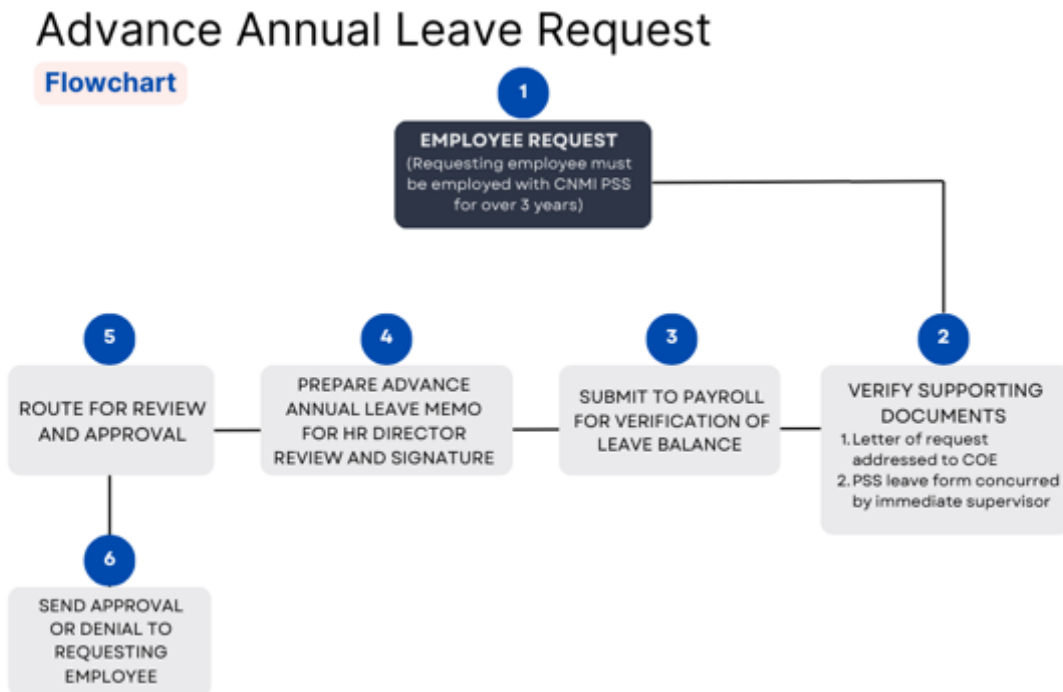
1. AWOL is absence from work without prior, appropriate authorization.
2. Employees who are absent from work without prior approval, except in instances of serious bona fide emergencies, shall not be paid for that time and may be subject to discipline, up to, and including possible employment termination.
3. Tardiness shall be charged as AWOL.
4. Forty (40) hours of AWOL is grounds for termination of the employee.
5. No submission of documents is necessary. Timekeepers are responsible for the entry of AWOL hours.

7.16 Advance Annual Leave for Non-Certified and Certified Employees

1. Non-certified and certified employees who have been employed by the PSS for over three (3) years, for good reason may be granted advance annual leave of up to a maximum of one-half (1/2) of the total earned leave credits for one (1) year from the date the application is made.
2. Subsequent earning shall service to replace the amount of advance leave granted and taken.
3. An employee shall not be granted advance annual leave unless they have already exhausted all their annual leave.
4. Employees must submit a letter of request addressed to the COE and a signed leave form to the HRO.

5. The responsible personnel will review the documents to ensure eligibility.
6. The responsible personnel will process:
 - a. A memo indicating the type of request and employment dates of the employee, and
 - b. A memo requesting the Certification of Leave Balance.
7. The request for advance annual leave documents will be routed to the following:
 - a. HRD for review and approval.
 - b. Finance's Payroll Section to determine if the employee is eligible for advance annual leave based on the certification of leave balance and the amount of leave the employee is eligible for.
 - c. COE for final review and approval.

7.16.1 Advanced Annual Leave Flowchart



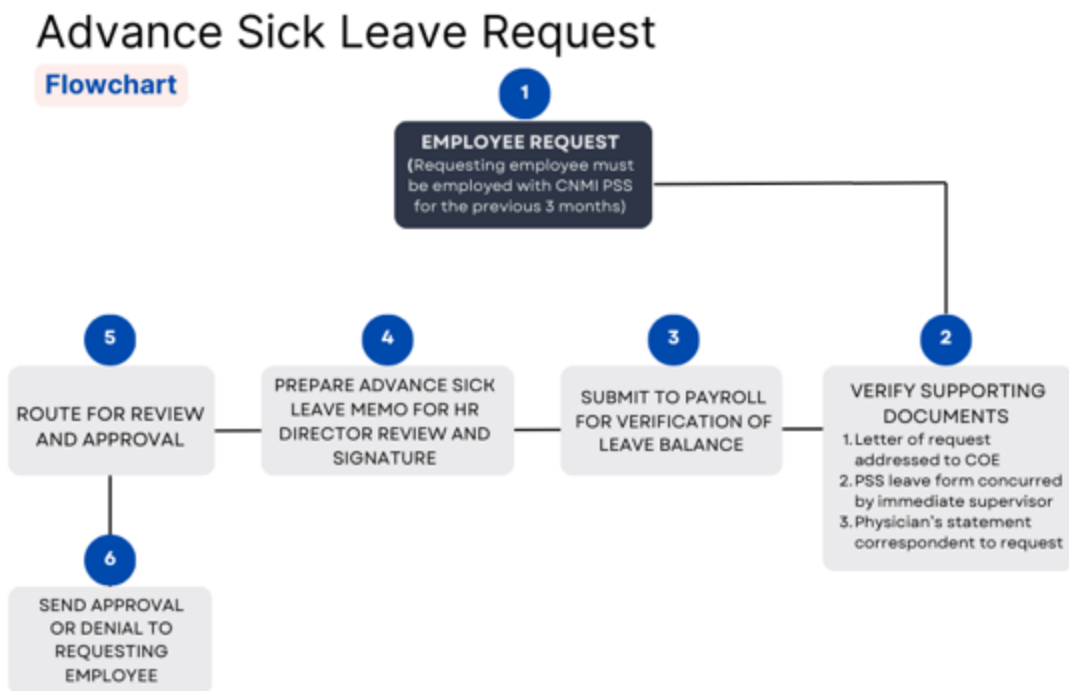
7.17 Advance Sick Leave for Non-Certified and Certified Employees

1. Non-certified and certified employees who have been employed by the PSS for over three (3) month, for good reason may be granted advance sick leave of up to a maximum of

one-half (1/2) of the total earned leave credits for one (1) year from the date the application is made.

2. Subsequent earning shall service to replace the amount of advance leave granted and taken.
3. An employee shall not be granted advance sick leave unless they have already exhausted all their sick leave.
4. Employees must submit a letter of request addressed to the COE, a physician's statement, and a signed leave form to the HRO.
5. The responsible personnel will review the documents to ensure eligibility.
6. The responsible personnel will process:
 - a. A memo indicating the type of request and employment dates of the employee and,
 - b. A memo requesting the Certification of Leave Balance.
7. The request for advance sick leave documents will be routed to the following:
 - a. HR Director for review and approval.
 - b. Finance's Payroll Section to determine if the employee is eligible for advance sick leave based on the certification of leave balance and the amount of leave the employee is eligible for.
 - c. COE for final review and approval.

7.17.1 Advanced Sick Leave Flowchart



7.18 Sick Leave Donation for Non-Certified and Certified Employees

1. The PSS is not a part of the Sick Leave Bank maintained by the Civil Service Commission and/or the Office of Personnel Management.
2. A PSS employee may donate their sick leave to another PSS employee who needs long-term sick leave.
3. An employee shall not earn, accrue, or avail themselves of any Annual Leave, Sick Leave, Administrative Leave, or any other leave while the employee is availing themselves of donated sick leave.
4. Any unused donated sick leave will remain in the employee's sick leave bank until the employee is separated from the PSS.

7.18.1 Sick Leave Donation Requirements

1. Both the recipient and the donating employee must have been continuously employed by PSS for the previous 12 months.
2. Recipient employee must have already exhausted all other accrued leave. This includes, but is not limited to, annual leave, sick leave, and compensatory time off.
3. Recipient employee may only receive donation for use regarding their own illness or injury, not illness or injuries of immediate family members or others (See section 7.4.3

for definition of immediate family member).

4. Recipient employee's request for sick leave donations cannot extend beyond the term of the employee's contract.
5. Recipient employee cannot receive donated sick leave if the employee is on paid disability leave or absent because of an injury or illness covered by a worker's compensation claim.
6. An employee may not use more than 480 hours of sick leave during any 365-day period.
7. Donating employees must retain at least 80 hours of sick leave after any donation.

7.18.2 Application Requirements

1. The employee must submit a letter of request for sick leave donation addressed to the COE.
2. The employee must submit a PSS leave form concurred by the employee's immediate supervisor.
3. The employee must submit a physician's statement in correspondence to the request.
4. The PSS donating employee must submit a letter of request to donate sick leave to the recipient indicating the amount of sick leave being donated.
5. The employee must submit a letter accepting the donating employees request to donate.
6. The responsible personnel will then compile all documents and route through the following for approval:
 - a. HRD signs the Memo for Sick Leave Donation.
 - b. Payroll Section certifies leave balances and signs the Memo for Sick Leave Donation.
 - c. COE reviews and approves/disapproves the request for sick leave donation.
7. HRO receives the fully routed sick leave donation packet and sends a copy to the requesting employee.
8. If approved, the employee must then forward the approval to their timekeeper to make the necessary adjustments on their leave banks.
9. HRO will send a copy of the fully routed sick leave donation packet to the Payroll Section for their reference.

7.18.3 Donating Sick Leave to a Non-PSS Employee

1. A non-PSS employee may receive up to 160 hours of sick leave donation from employee(s) of the CNMI PSS.
2. The PSS employee must submit a letter requesting to donate sick leave, indicating the following:
 - a. Name of the non-PSS employee,
 - b. The non-PSS employees' place of employment,
 - c. The amount being donated, and
 - d. A physician's statement from the non-PSS employee corresponding with the request.

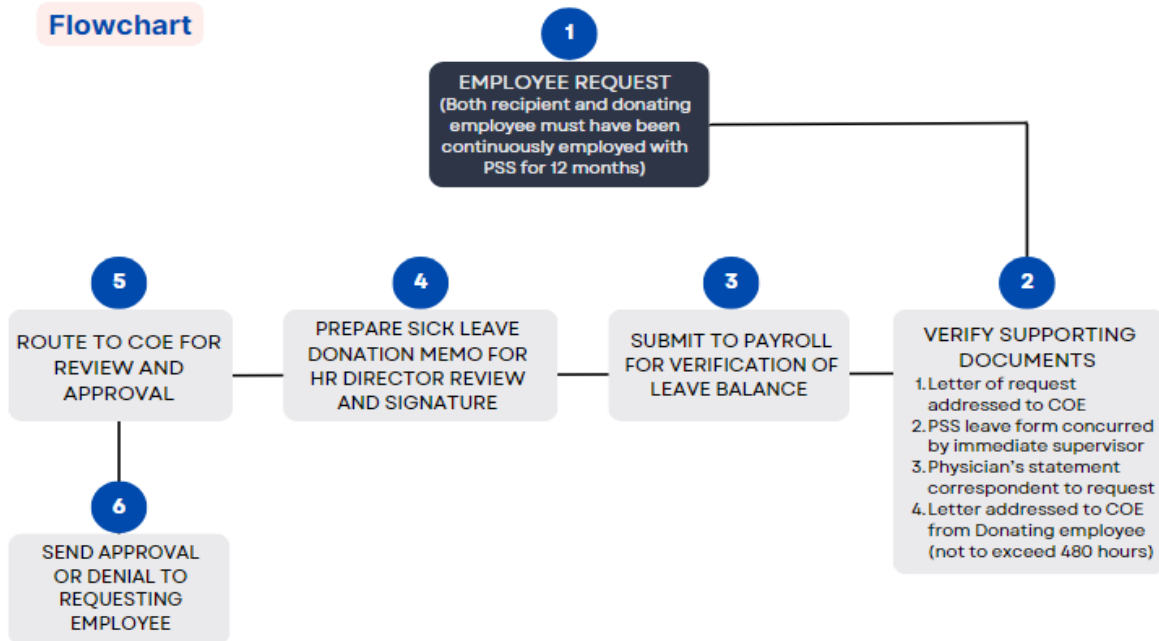
7.18.4 Processing Sick Leave Donation

1. The responsible personnel will compile, and review all submitted documentation for the request and determine eligibility.
2. The responsible personnel will prepare a memo addressed to the COE indicating the type of request with the submitted supporting documents attached.
3. The Request to Donate Sick Leave documents will be routed to the following:
 - a. HRD for review and approval.
 - b. Finance's Payroll Section to determine if the employee is eligible to donate sick leave based on the certification of leave balance.
 - c. The COE for final review and approval. The COE shall grant or deny applications within ten (10) working days of receiving a request. This time shall be tolled if an applicant is gathering additional documents at the request of PSS.
4. The approved or denied request will be forwarded to the recipients.
5. Unused sick leave donation balance will return to the donating employee if the requesting employee does not use the leave.

7.18.5 Sick Leave Donation Flowchart

Sick Leave Donation

Flowchart



8. Job Vacancy Announcement

8.1 Reference to BOE Regulation

Subpart B Recruiting and Interviewing

§ 60-30.3-102 Determination of vacancy

§ 60-30.3-104 Initiation of recruitment process

§ 60-30.3-106 Vacancy announcement

§ 60.30.3-108 Funds certification and approval

§ 60.30.3-110 Announcement of vacancy

§ 60.30.3-112 Announcement period extension

8.2 Purpose

The purpose of this section is to document the processes for job vacancy announcements.

8.3 Receipt of Job Vacancy Request(s)

The hiring manager (i.e.: Director, Principal, Program Manager, etc.) is responsible for submitting JVA request(s) to the HRO for further review and processing. The hiring manager must utilize the JVA Request Form (See **Appendix 8**) and ensure that all designated fields are thoroughly filled out.

8.4 Processing of Job Vacancy Request(s)

1. Upon receiving the JVA request form from the requesting office or school, the receiving HR Personnel will log in the request on the HR's internal electronic Examination

Announcement Logbook, which can be found on the shared drive (Z-drive), to ensure proper tracking of all requests.

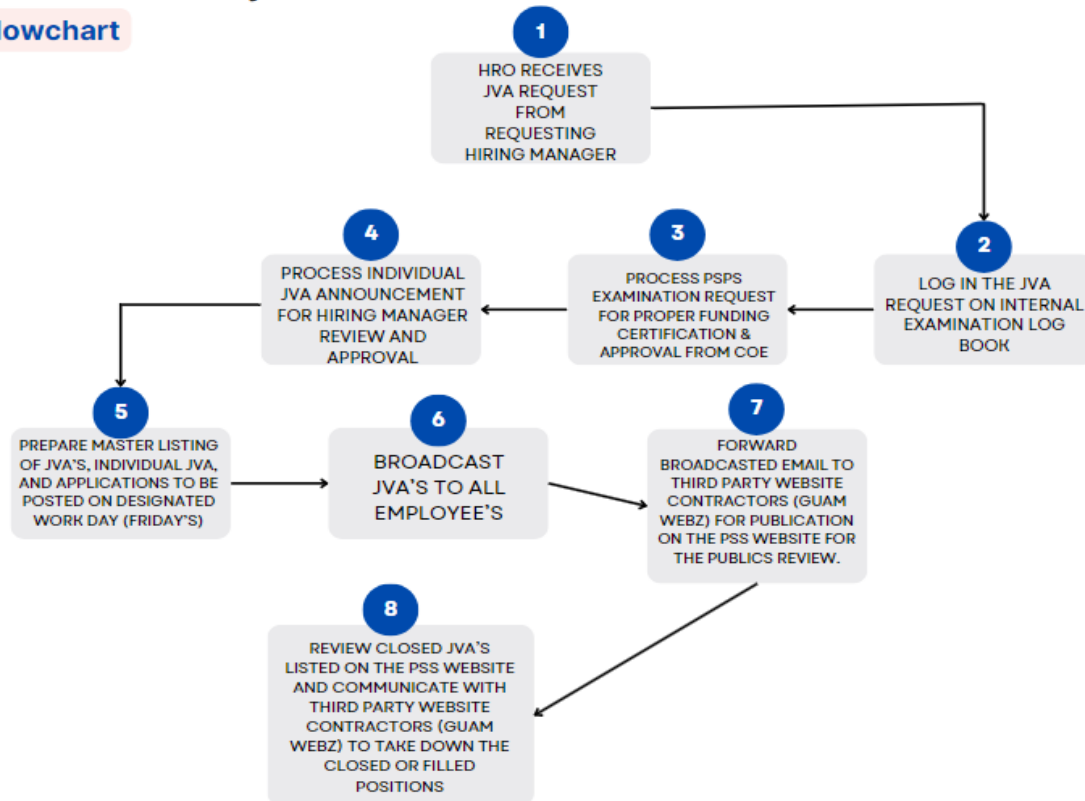
2. The responsible HR personnel will process the Public School Personnel System (PSPS) examination request that includes the following information:
 - a. Position Title
 - b. Pay Level and Step
 - c. Budget salary range
 - d. Name and location of requesting office or school
 - e. Duty station
 - f. Requesting supervisor name and position title
 - g. Vice (vacated by)
 - h. Examination number
 - i. Full Time Employment (FTE) number (if applicable)
 - j. Signature line for HRD
 - k. Signature line for the Director of Finance
 - l. Signature line for COE
3. Each PSPS examination announcement must always ensure proper funding certification by the Federal Programs Officer and the Director of Finance.
4. The HR personnel routes the PSPS job vacancy examination for approval from the following:
 - a. HRD;
 - b. Federal Programs Officer (if applicable);
 - c. Director of Finance; and
 - d. COE

5. The HR Personnel will create the individual draft announcement for the hiring manager(s) review and final approval.
6. Upon approval of the PSPS job vacancy examination, the HR Personnel will scan and email the approved PSPS to the HR group email address for proper documentation of request.
7. The HR Personnel will create the draft master listing and individual JVA to be published on the designated weekday (every JVA, if approved, is announced on each Friday of the week, unless otherwise deemed urgent by the COE). Each individual JVA is announced for a period of 15 days (inclusive of weekends and holidays), unless a waiver of the announcement period has been approved by the COE.
8. The HR Personnel will create the broadcast email for all PSS employees with the following attachments:
 - a. Master listing;
 - b. Individual JVAs; and
 - c. The proper applications.
9. The HR Personnel must ensure the broadcasted email of the JVAs are sent to the third-party website contractors (currently Guam Webz) to ensure that the requested JVAs are published for the public's review.

8.5 Job Vacancy Announcement Flowchart

Job Vacancy Announcement

Flowchart



9. Records Management

9.1 Reference to BOE Regulation

Part 900 Records and Reports

Subpart A Records

§ 60-30.1-901 Purpose

§ 60-30.1-905 Policy

§ 60-30.1-910 Records Required

§ 60-30.1-915 Disposition of Records

§ 60-30.1-920 Access to Official Personnel Folder

§ 60-30.1-925 Information Available to the Public

§ 60-30.1-930 Information May Be Provided

§ 60-30.1-935 Confidentiality of Personnel Files

§ 60-30.2-316 Confidentiality of Medical Reports

9.2 Purpose

The purpose of this section is to document the processes of Records Management and Disposition for all personnel records of active or previously employed.

PSS employee OPFs can contain highly confidential information. As such, the ability to review these files must be tightly controlled. For this reason, the following procedures, in accordance with § 60-30.1-935 Confidentiality of Personnel Files, must be complied with in full before a PSS employee's OPF may be reviewed by any PSS employee, BOE member, or outside party.

9.3 Procedure

The Personnel Specialist(s) in charge shall develop and maintain a filing system of personnel records in compliance with the BOE records and reports regulations. All records must be scanned and filed timely. PSS employee(s) or authorized personnel may have access to his/her OPF at any time as requested, except for investigation reports.

9.3.1 Security of Personnel Files

Only persons authorized by this SOP and BOE policies to have free access to OPFs shall be allowed in the personnel office. The HRD or his/her designee shall ensure that OPFs are secured in lockable file cabinets and are locked up all times. Only the HRD and/or his/her designee and the COE shall retain keys to these file cabinets.

9.3.2 PSS Personnel Exempt from These Requirements

The COE, individuals assigned to the HRO and given prior written authorization by the COE, and legal counsel are exempt from the requirements of this section and are given free access to OPFs, limited by relevant laws, rules, and regulations. Employees have a right to review their own OPF, absent information regarding previous reviews by PSS personnel, internal investigations, security checks, and privileged information. They must, however, file a form and receive authorization pursuant to existing regulations from the COE.

9.4 Active Employee Personnel Records

For each active employee file, the following personnel records shall be maintained in a locked storage:

1. Employment Contract
2. NOPA
3. Letter of Intent to Hire
4. Letter of Recommendation
5. Application Assessment Form (See **Appendix 1**).
6. Employment Application (See **Appendix 9**).
7. Verification of Employment or Service Computation
8. JVA and Position Description

9. Resume
10. Transcripts
11. Diploma
12. GGHI Form, if any (See **Appendix 3(f)**).
13. GGLI Form, if any (See **Appendix 3(f)**).
14. New Hire Packet (See **Appendix 3**)
 - a. Employee Information Sheet (See **Appendix 3(a)**)
 - b. PSS Pre-Employment Checklist Form (See **Appendix 3(b)**)
 - c. Confidentiality Agreement (See **Appendix 3(g)**).
 - d. Employee Internet Acceptable Use Agreement (See **Appendix 3(h)**)
 - e. Outside Employment/Business/Volunteer Activities Disclosure & Authorization Form (See **Appendix 3(i)**)
 - f. USCIS Form I-9 (See **Appendix 3(c)**)
 - g. Health Insurance (See **Appendix 3(f)**)
 - h. Life Insurance (See **Appendix 3(f)**)
 - i. 401(a) Plan (See **Appendix 3(j)**)
15. Certification
 - a. BOE Certification
 - b. National Certification
 - c. Technical Certification
 - d. FERPA Certification
 - e. Copies of certifications obtained may be filed in employee personnel records
16. Performance Evaluation

17. Formal Letter of Reprimand (if any)

18. Medical Clearance (See **Appendix 3(k)**).

- a. Medical Examination Records shall be maintained in a separate file from the OPF.

19. Police Clearance

20. Miscellaneous supporting documents submitted by employee's supervisor.

- a. Grievance
- b. Records of Investigation and Inquiry
- c. Recommendation Letters
- d. Memorandums

9.5 Inactive Employee Personnel Records

1. Upon separation of an employee, the personnel records shall be closed and moved to a locked storage.
2. Prior to sending the file to storage, all temporary material filed on the left side of the folder shall be removed and either given to the employee or destroyed. Medical records and investigation file material shall be placed in the OPF so that the record is accurate and complete.
3. If an employee is separated but is expected to return to the PSS within a specified time, not to exceed one (1) year, the records may be held in suspense rather than be treated as a former employee.

9.6 Information Available to the Public

1. Names
2. Present and Past Position Titles
3. Grades
4. Salaries
5. Duty Station

9.7 Application for Review Form

A standard application for review form must be completed in full and submitted to the COE for review as to the appropriateness of the rationale for review and legal ability of that person or entity to review the file(s) (See 9.8 Request for Access to Information for further details). This form shall be periodically updated by the COE, with the advice of legal counsel.

9.8 Request for Access to Information

1. A third-party individual may be authorized to review personnel records by completing and submitting to HRO the Request to Review/Copy Personnel Record form, also known as the “Application to Request to Copy Personnel File Document” (See **Appendix 10**).
2. Upon the submission of the Request to Review/Copy Personnel Record form, the Personnel Specialist in charge will forward the request to the COE for review and approval.
3. The COE Office will forward the approved document back to HRO for further action.
4. The Personnel Specialist in charge will inform the third-party individual of the approval or denial of their request.
5. If approved, a copy of the requested record will be prepared and provided to the requesting third-party. The documents may be emailed or may be picked up in person.
6. The third-party individual may authorize another individual to pick up the requested record; however, authorization must be provided to HRO, and the authorized individual will be asked by HRO to provide proof of identification before the documents are released.

9.9 Commissioner’s Response

The COE, with the advice of legal counsel, shall, within three (3) working days of receiving the request form, either grant or deny the request for information, request that more information be provided by the applicant or allow the request for information in part. This granting, request for information, denial or partial denial shall be noted on the application form and the complete form must be placed in the employee’s OPF.

9.10 Board of Education Appeal of Commissioner’s Decision

If the COE denies or partially denies a BOE member’s request to review an OPF, the BOE member may appeal the decision to the full BOE at the next meeting.

9.11 Punishment

Any PSS employee found to have reviewed a PSS OPF without complying with this section shall be subject to adverse action. Any PSS employee found to have contributed to improper review of a PSS OPF may be subject to adverse action. Any BOE member found to have improperly reviewed an OPF or contributed to the improper review of an OPF shall be reported in executive session at the next BOE meeting and the BOE shall take action.

Appendix 1: Sample Evaluation and Assessment Form



Commonwealth of the Northern Mariana Islands
Public Schools System

Human Resources Office

EVALUATION AND ASSESSMENT FORM NEW HIRE

APPLICANT INFORMATION

NAME OF APPLICANT: _____

CONTACT: _____

POSITION

POSITION TITLE: _____

PSS ANNOUNCEMENT (IF APPLICABLE) #: _____

MINIMUM QUALIFICATION REQUIREMENTS

EDUCATION

☐ HS ☐ AA/AS ☐ BA/BS ☐ MA/MS ☐ JD ☐ PHD ☐ Other : _____

YEARS OF EXPERIENCE:

FROM	TO	YEARS	MONTHS	POSITION	CREDITS

TOTAL: _____ YEARS _____ MONTHS CREDITS: _____ YEARS _____ MONTHS

BOE CERTIFICATION:

☐ BASIC I

☐ BASIC II

☐ STANDARD

☐ PROFESSIONAL

☐ INSTRUCTOR I

☐ INSTRUCTOR II

☐ INSTRUCTOR III

☐ SPECIALIZED

CERTIFICATION CONTENT: _____

EXPIRATION DATE: _____

PRAXIS II TEST NAME: _____

COMMENTS: _____

PREPARED BY: _____ REVIEWED BY: _____ APPROVED BY: _____

DATE: August 23, 2024

DATE: August 23, 2024

DATE: August 23, 2024

Appendix 2: Compensation Schedule

Amendments 09.24.18								
HIGHLY QUALIFIED TEACHER, SCHOOL COUNSELOR and LIBRARIAN REQUIREMENTS and COMPENSATION PLAN								
Approved by State Board of Education On October 06, 2017 Board Action No. 2017-15-11								
Degree	Requirements (Certification and Praxis)	Required Yrs of Experience	Renewable Certification	Salary	AMT INCREASE IN NEXT LEVEL	% INCREASE IN NEXT LEVEL	Classification	Pay Level/Step
BASIC I (HQT)								
Bachelor's Degree	Basic I Certificate & Praxis II	0-4 yrs	Yes	\$33,289.35			For new employees beginning 8/1/2006 or later	VI/03
Bachelor's Degree	Basic I Certificate & Praxis II	5+ yrs	Yes	\$35,837.44	\$2,548.09	7.65%		Classroom Teacher, School Counselor, Librarian
Master's Degree	Basic I Certificate & Praxis II	0-4 yrs	Yes	\$35,837.44	\$ -		Classroom Teacher, School Counselor, Librarian	VII/03
Master's Degree	Basic I Certificate & Praxis II	5+ yrs	Yes	\$38,646.74	\$2,809.30	7.84%	Classroom Teacher, School Counselor, Librarian	VII/05
Doctorate Degree	Basic I Certificate & Praxis II	0-4 yrs	Yes	\$69,442.42	\$3,306.78	5.00%	Classroom Teacher, School Counselor, Librarian	IX/06
Basic II (HQT)								
Bachelor's Degree	Basic II Certificate & Praxis II	2 to 5 yrs	Yes	\$38,646.74	-		Classroom Teacher, School Counselor, Librarian	VI/07
Master's Degree	Basic II Certificate & Praxis II	2 to 5 yrs	Yes	\$41,745.42	\$3,098.68	8.02%	Classroom Teacher, School Counselor, Librarian	VII/07
Doctorate Degree	Basic II Certificate & Praxis II	2 to 5 yrs	Yes	\$72,914.54	\$3,472.12	5.00%	Classroom Teacher, School Counselor, Librarian	IX/07
Standard (HQT)								
Bachelor's Degree	Standard with or without endorsement & Praxis II	2 to 5 yrs	YES	\$38,646.74	-		Classroom Teacher, School Counselor, Librarian	VI/07
		6 to 10 yrs	YES	\$41,745.42	\$3,098.68	8.02%	Classroom Teacher, School Counselor, Librarian	VI/09
		10+ yrs	YES	\$45,163.20	\$3,417.78	8.19%	Classroom Teacher, School Counselor, Librarian	VI/12
Master's Degree	Standard with or without endorsement & Praxis II	2 to 5 yrs	YES	\$41,745.42	-		Classroom Teacher, School Counselor, Librarian	VII/07
		6 to 10 yrs	YES	\$45,163.20	\$3,417.78	8.19%	Classroom Teacher, School Counselor, Librarian	VII/09
		10+ yrs	YES	\$47,001.36	\$1,838.16	4.07%	Classroom Teacher, School Counselor, Librarian	VII/10
Doctorate Degree	Standard with or without endorsement & Praxis II	5 to 6 yrs	YES	\$76,560.26	\$3,645.73	5.00%	Classroom Teacher, School Counselor, Librarian	IX/08
		7 to 9 yrs	YES	\$80,368.28	\$3,828.01	5.00%	Classroom Teacher, School Counselor, Librarian	IX/09
Professional (HQT)								
Master's Degree	Professional Certificate with Endorsement & Praxis II	10 to 12 yrs	YES	\$51,819.00	\$ -	0.00%	Classroom Teacher, School Counselor, Librarian	VII/12
Master's Degree	Professional Certificate with Endorsement & Praxis II	13 to 14 yrs	YES	\$57,130.45	\$2,590.95	5.00%	Classroom Teacher, School Counselor, Librarian	IX/03
Master's Degree	Professional Certificate with Endorsement & Praxis II	15 to 16 yrs	YES	\$62,986.32	\$2,856.52	5.00%	Classroom Teacher, School Counselor, Librarian	IX/04
Master's Degree	Professional Certificate with Endorsement & Praxis II	17+ yrs	YES	\$66,135.63	\$3,149.32	5.00%	Classroom Teacher, School Counselor, Librarian	IX/05
Doctorate Degree	Professional Certificate with Endorsement & Praxis II	10 to 12 yrs	YES	\$84,407.69	\$4,019.41	5.00%	Classroom Teacher, School Counselor, Librarian	IX/10
Doctorate Degree	Professional Certificate with Endorsement & Praxis II	13 to 14 yrs	YES	\$88,628.07	\$4,220.38	5.00%	Classroom Teacher, School Counselor, Librarian	IX/11
Doctorate Degree	Professional Certificate with Endorsement & Praxis II	15+	YES	\$93,059.48	\$4,431.40	5.00%	Classroom Teacher, School Counselor, Librarian	IX/12

PUBLIC SCHOOL SYSTEM													
Teacher Aide, Library Aide Salary Schedule													
Based on 260-Day Contract													
Approved by State Board of Education on February 23, 2017 (Board Action No. 2017-15-002)													
PAY LEVEL	STEP	1	2	3	4	5	6	7	8	9	10	11	12
I	HOURLY	10.91	11.456	12.028	12.63	13.261	13.924	14.621	15.352	16.119	16.925	17.771	18.66
	BIWEEKLY	872.8	916.44	962.26	1,010.38	1,060.89	1,113.94	1,169.64	1,228.12	1,289.52	1,354.00	1,421.70	1,492.78
	ANNUAL	22,692.80	23,827.44	25,018.81	26,269.75	27,583.24	28,962.40	30,410.52	31,931.05	33,527.60	35,203.98	36,964.18	38,812.39
PAY LEVEL	STEP	1	2	3	4	5	6	7	8	9	10	11	12
II	HOURLY	12.028	12.63	13.261	13.924	14.621	15.352	16.119	16.925	17.771	18.66	19.593	20.572
	BIWEEKLY	962.26	1,010.38	1,060.89	1,113.94	1,169.64	1,228.12	1,289.52	1,354.00	1,421.70	1,492.78	1,567.42	1,645.79
	ANNUAL	25,018.81	26,269.75	27,583.24	28,962.40	30,410.52	31,931.05	33,527.60	35,203.98	36,964.18	38,812.39	40,753.01	42,790.66
PAY LEVEL	STEP	1	2	3	4	5	6	7	8	9	10	11	12
III	HOURLY	13.261	13.924	14.621	15.352	16.119	16.925	17.771	18.66	19.593	20.572	21.601	22.681
	BIWEEKLY	1,060.89	1,113.94	1,169.64	1,228.12	1,289.52	1,354.00	1,421.70	1,492.78	1,567.42	1,645.79	1,728.08	1,814.49
	ANNUAL	27,583.24	28,962.40	30,410.52	31,931.05	33,527.60	35,203.98	36,964.18	38,812.39	40,753.01	42,790.66	44,930.19	47,176.70
PUBLIC SCHOOL SYSTEM													
Teacher Aide													
Based on 190-Day Contract													
Approved by State Board of Education on February 23, 2017 (Board Action No. 2017-15-002)													
PAY LEVEL	STEP	1	2	3	4	5	6	7	8	9	10	11	12
I	HOURLY	10.91	11.456	12.028	12.63	13.261	13.924	14.621	15.352	16.119	16.925	17.771	18.66
	Adjusted	7.975	8.372	8.79	9.23	9.691	10.175	10.685	11.219	11.779	12.368	12.987	13.636
	BIWEEKLY	638	669.74	703.18	738.37	775.26	814.02	854.77	897.5	942.34	989.46	1,038.92	1,090.89
	ANNUAL	16,588.00	17,413.12	18,282.56	19,197.60	20,156.72	21,164.48	22,223.92	23,335.04	24,500.88	25,726.00	27,011.92	28,363.20
PAY LEVEL	STEP	1	2	3	4	5	6	7	8	9	10	11	12
II	HOURLY	12.028	12.63	13.261	13.924	14.621	15.352	16.119	16.925	17.771	18.66	19.593	20.572
	Adjusted	8.79	9.23	9.691	10.175	10.685	11.219	11.779	12.368	12.987	13.636	14.318	15.033
	BIWEEKLY	703.18	738.37	775.26	814.02	854.77	897.5	942.34	989.46	1,038.92	1,090.89	1,145.44	1,202.67
	ANNUAL	18,282.56	19,197.60	20,156.72	21,164.48	22,223.92	23,335.04	24,500.88	25,726.00	27,011.92	28,363.20	29,781.36	31,269.44
PAY LEVEL	STEP	1	2	3	4	5	6	7	8	9	10	11	12
III	HOURLY	13.261	13.924	14.621	15.352	16.119	16.925	17.771	18.66	19.593	20.572	21.601	22.681
	Adjusted	9.691	10.175	10.685	11.219	11.779	12.368	12.987	13.636	14.318	15.033	15.785	16.575
	BIWEEKLY	775.26	814.02	854.77	897.5	942.34	989.46	1,038.92	1,090.89	1,145.44	1,202.67	1,262.83	1,325.97
	ANNUAL	20,156.72	21,164.48	22,223.92	23,335.04	24,500.88	25,726.00	27,011.92	28,363.20	29,781.36	31,269.44	32,833.52	34,475.12

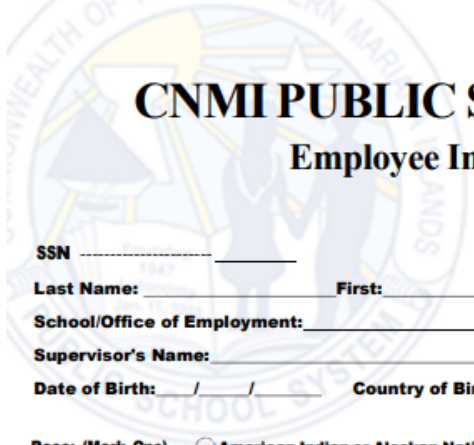
PUBLIC SCHOOL SYSTEM													
Classroom Instructor Salary Schedule													
Approved by State Board of Education on February 23, 2017 (Board Action No. 2017-25-002)													
PAY LEVEL	STEP	1	2	3	4	5	6	7	8	9	10	11	12
I	HOURLY	8,937	9,384	9,831	10,346	10,861	11,406	11,976	12,575	13,204	13,864	14,557	15,285
	BIWEEKLY	714.95	750.7	788.24	827.65	869.01	912.48	958.11	1,006.01	1,056.16	1,108.33	1,164.59	1,222.82
	ANNUAL	18,588.82	19,518.26	20,494.17	21,518.88	22,594.82	23,724.56	24,910.79	26,156.31	27,464.15	28,837.36	30,279.23	31,793.19
PAY LEVEL	STEP	1	2	3	4	5	6	7	8	9	10	11	12
II	HOURLY	11,406	11,976	12,575	13,204	13,864	14,557	15,285	16,05	16,852	17,685	18,579	19,508
	BIWEEKLY	912.48	958.11	1,006.01	1,056.16	1,108.33	1,164.59	1,222.82	1,281.96	1,343.15	1,405.56	1,469.34	1,534.66
	ANNUAL	23,724.56	24,910.79	26,156.31	27,464.15	28,837.36	30,279.23	31,793.19	33,382.85	35,051.99	36,804.59	38,644.82	40,577.06
PAY LEVEL	STEP	1	2	3	4	5	6	7	8	9	10	11	12
III	HOURLY	14,557	15,285	16,05	16,852	17,685	18,579	19,508	20,484	21,508	22,581	23,712	24,898
	BIWEEKLY	1,164.59	1,222.82	1,281.96	1,343.15	1,405.56	1,469.34	1,534.66	1,601.89	1,670.42	1,740.45	1,811.89	1,884.84
	ANNUAL	30,279.23	31,793.19	33,382.85	35,051.99	36,804.59	38,644.82	40,577.06	42,605.91	44,736.21	46,973.02	49,321.67	51,787.75

Education Specialist-Coordinator-Program Manager-Director-Senior Director- Associate Commissioner Compensation Schedule			
Approved by 17th CNMI State Board of Education Board Action #2021-17-005 Effective May 21, 2021			
Position	Grade	Current Annual	Minimum Qualification Requirements
Education Specialist-Coordinator	Ungraded	\$45,000.00-\$55,000.00	BA+2 yrs Related Experience
Program Manager	Ungraded	\$55,000.00-65,000.00	BA + 4 years Related Experience or MA + 2 years Related Experience
Program Director	Ungraded	\$65,000.00-\$75,000.00	BA + 6 (3 years related + 3 years admin) or MA + 3 years admin experience -Must have Admin Certification
Key Management	Ungraded	\$75,000.00-\$85,000.00	BA + 6 (3 years related + 3 years admin) or MA + 3 years admin experience -Must have Admin Certification
Senior Director	Ungraded	\$85,000.00-\$95,000.00	MA + 4 Years teaching or education administration
Associate Commissioner	Ungraded	\$115,000.00	(a) At least a master's degree in some field of education; and (b) Five years experience in teaching or education administration

School Principal & School Vice Principal Compensation Schedule			
<i>Approved by CNMI State Board of Education Board Action # 2021-17-007</i>			
School Vice Principal Compensation			
Position	Grade	Annual Salary	Minimum Qualification Requirements
<i>Vice Principal I</i>	Ungraded	\$55,000.00-\$65,000.00	BA Education and 3 years appropriate teaching experience
<i>Vice Principal I</i>	Ungraded	\$60,000.00-\$70,000.00	BA Education and 4 + years of appropriate teaching experience
<i>Vice Principal II</i>	Ungraded	\$60,000.00-\$70,000.00	MA Education and 3+ years of appropriate teaching experience. Valid administrator certification
<i>Vice Principal II</i>	Ungraded	\$65,000.00-\$75,000.00	MA Education and 4+ years of appropriate teaching experience. Valid administrator certification
School Principal Compensation			
Position	Grade	Annual Salary	Minimum Qualification Requirements
<i>School Principal I</i>	Ungraded	\$65,000.00-\$75,000.00	MA Education and 6 years experience (3 years administration and 3 years appropriate teaching); valid administration certification
<i>School Principal II</i>	Ungraded	\$70,000.00-\$80,000.00	MA Education and 7 years experience (4 years administration and 3 years appropriate teaching); valid administration certification
<i>School Principal III</i>	Ungraded	\$75,000.00-\$85,000.00	MA Education and 9 years experience (6 years administration and 3 years appropriate teaching); valid administration certification
<i>School Principal III (Doctorate)</i>	Ungraded	\$80,000.00-\$90,000.00	Doctorate, Education and 7 years experience (4 years administration and 3 years appropriate teaching); valid administration certification

Appendix 3: New Hire Packet Forms

Appendix 3(a): Employee Information Sheet



CNMI PUBLIC SCHOOL SYSTEM

Employee Information Sheet

SSN _____

Last Name: _____ First: _____ Middle: _____ Surname: _____ (Sr., Jr.)

School/Office of Employment: _____

Supervisor's Name: _____ Supervisor's Phone No.: _____

Date of Birth: ____/____/____ Country of Birth: _____

Race: (Mark One) ☐ American Indian or Alaskan Native ☐ Asian
☐ Native Hawaiian or Other Pacific Islander ☐ Hispanic or Latino
☐ Black or African American ☐ White
☐ Two or more races ☐ Other: _____

Ethnicity: (Optional) (Mark all that apply)

☐ Bangladesh (BAN)	☐ Black/African-American	☐ Carolinian (CAR)	☐ Chamorro (CHA)	☐ Chinese (CHI)
☐ Chuukese (CHU)	☐ Filipino (FIL)	☐ Fijian (FIJ)	☐ Hawaiian (HWN)	☐ Indian (IND)
☐ Japanese (JPN)	☐ Korean (KOR)	☐ Kosraean (KOS)	☐ Marshallese (MAR)	☐ Nepalese (NEP)
☐ Pohnapean (POH)	☐ Palauan (PAL)	☐ Russian (RUS)	☐ Samoan (SAM)	☐ Thai (THA)
☐ Tongan (TON)	☐ Vietnamese (VIE)	☐ White(WHT)	☐ Yapese (YAP)	☐ Other (OT): _____

Home Phone(s): _____ Cell Phone(s): _____

CNMI Mailing Address: _____

Permanent Address: _____

Email Address: _____

Emergency Contact Person: _____ Relationship: _____

Emergency Contact Phone Number: _____

Emergency Contact Address (if Known): _____

PLEASE PROVIDE TWO (2) PHOTOCOPIES OF IDENTIFICATION DOCUMENTS TO SHOW PROOF OF ELIGIBILITY TO WORK IN THE CNMI. DOCUMENTS MAY INCLUDE THE FOLLOWING: PASSPORT OR GREEN CARD OR I-9 DOCUMENT AND EITHER ONE OF THE FOLLOWING: BIRTH CERTIFICATE, CNMI DRIVER'S LICENSE, or SOCIAL SECURITY CARD.

Eligibility: ☐ Citizen or National of the United States ☐ Lawful Permanent Resident of the CNMI/USA

Verification of US DHS I-9 Document:

Document Title: _____ Issuing Authority: _____

Document #1: _____ Expiration Date: _____

Document #2: _____ Expiration Date: _____

Employee Signature: _____ Date: _____

CNMI PUBLIC SCHOOL SYSTEM

Pre-Employment Checklist Form

Section 1 – CNMI Government Work Experience

Have you ever been employed by the CNMI Government? ☐ Yes ☐ No

Section 2 – Retirement

1. Are you a CNMI Government retiree receiving retirement benefits?

If yes, go to section 2, step 8.

2. Have you ever been a member of the CNMI Retirement Fund (DBP)?

☐ Yes ☐ No

3. If yes to question 2, have you withdrawn your contribution?

☐ Yes ☐ No

4. What year were you a member of the CNMI Retirement Fund?

From ___/___/___ to ___/___/___.

5. If you are a new employee of have withdrawn all your contribution, please fill out a Defined Contribution Plan application form 401(A).

Section 3 – Health & Life Insurance

6. I wish to **Enroll** ☐ / **Waive** ☐ the CNMI Group Health Insurance Program. If you checked Enroll, please fill out an enrollment form.

7. I will to **Enroll** ☐ / **Waive** ☐ the CNMI Life Insurance Program. If you checked Enroll, please fill out an enrollment form.

8. All employees are required to fill out Form W-4 (Employee's Withholding Allowance Certificate). The form is available at the PSS Payroll Office or online at www.irs.gov.

Print Legal Name and Signature

Date

Appendix 3(c): USCIS Form I-9 – Employment Eligibility Verification



Employment Eligibility Verification

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 07/31/2026

START HERE: Employers must ensure the form instructions are available to employees when completing this form. Employers are liable for failing to comply with the requirements for completing this form. See below and the [Instructions](#).

ANTI-DISCRIMINATION NOTICE: All employees can choose which acceptable documentation to present for Form I-9. Employers cannot ask employees for documentation to verify information in **Section 1**, or specify which acceptable documentation employees must present for **Section 2** or Supplement B, Reverification and Rehire. Treating employees differently based on their citizenship, immigration status, or national origin may be illegal.

Section 1. Employee Information and Attestation: Employees must complete and sign Section 1 of Form I-9 no later than the **first day of employment**, but not before accepting a job offer.

Last Name (Family Name)		First Name (Given Name)		Middle Initial (if any)	Other Last Names Used (if any)		
Address (Street Number and Name)			Apt. Number (if any)	City or Town		State ▼ ZIP Code	
Date of Birth (mm/dd/yyyy)		U.S. Social Security Number [][][][][][]		Employee's Email Address		Employee's Telephone Number	
I am aware that federal law provides for imprisonment and/or fines for false statements, or the use of false documents, in connection with the completion of this form. I attest, under penalty of perjury, that this information, including my selection of the box attesting to my citizenship or immigration status, is true and correct.		Check one of the following boxes to attest to your citizenship or immigration status (See page 2 and 3 of the instructions.):					
		☐ 1. A citizen of the United States					
		☐ 2. A noncitizen national of the United States (See Instructions.)					
		☐ 3. A lawful permanent resident (Enter USCIS or A-Number.)					
		☐ 4. A noncitizen (other than Item Numbers 2. and 3. above) authorized to work until (exp. date, if any) _____					
		If you check Item Number 4., enter one of these:					
		USCIS A-Number		OR	Form I-94 Admission Number	OR	Foreign Passport Number and Country of Issuance
Signature of Employee				Today's Date (mm/dd/yyyy)			

If a preparer and/or translator assisted you in completing Section 1, that person **MUST** complete the [Preparer and/or Translator Certification](#) on Page 3.

Section 2. Employer Review and Verification: Employers or their authorized representative must complete and sign **Section 2** within three business days after the employee's first day of employment, and must physically examine, or examine consistent with an alternative procedure authorized by the Secretary of DHS, documentation from List A OR a combination of documentation from List B and List C. Enter any additional documentation in the Additional Information box; see Instructions.

List A		OR	List B	AND	List C
Document Title 1					
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					
Document Title 2 (if any)		Additional Information			
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					
Document Title 3 (if any)					
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					
☐ Check here if you used an alternative procedure authorized by DHS to examine documents.					
Certification: I attest, under penalty of perjury, that (1) I have examined the documentation presented by the above-named employee, (2) the above-listed documentation appears to be genuine and to relate to the employee named, and (3) to the best of my knowledge, the employee is authorized to work in the United States.					First Day of Employment (mm/dd/yyyy):
Last Name, First Name and Title of Employer or Authorized Representative			Signature of Employer or Authorized Representative		Today's Date (mm/dd/yyyy)
Employer's Business or Organization Name			Employer's Business or Organization Address, City or Town, State, ZIP Code		

For reverification or rehire, complete [Supplement B, Reverification and Rehire](#) on Page 4.

LISTS OF ACCEPTABLE DOCUMENTS

All documents containing an expiration date must be unexpired.

* Documents extended by the issuing authority are considered unexpired.

Employees may present one selection from List A or a combination of one selection from List B and one selection from List C.

Examples of many of these documents appear in the Handbook for Employers (M-274).

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card 2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551) 3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa 4. Employment Authorization Document that contains a photograph (Form I-766) 5. For an individual temporarily authorized to work for a specific employer because of his or her status or parole: a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: (1) The same name as the passport; and (2) An endorsement of the individual's status or parole as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form. 6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 3. School ID card with a photograph 4. Voter's registration card 5. U.S. Military card or draft record 6. Military dependent's ID card 7. U.S. Coast Guard Merchant Mariner Card 8. Native American tribal document 9. Driver's license issued by a Canadian government authority - For persons under age 18 who are unable to present a document listed above: 10. School record or report card 11. Clinic, doctor, or hospital record 12. Day-care or nursery school record		1. A Social Security Account Number card, unless the card includes one of the following restrictions: (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION 2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240) 3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal 4. Native American tribal document 5. U.S. Citizen ID Card (Form I-197) 6. Identification Card for Use of Resident Citizen in the United States (Form I-179) 7. Employment authorization document issued by the Department of Homeland Security For examples, see Section 7 and Section 13 of the M-274 on uscis.gov/i-9-central. The Form I-766, Employment Authorization Document, is a List A, Item Number 4, document, not a List C document.
Acceptable Receipts May be presented in lieu of a document listed above for a temporary period. For receipt validity dates, see the M-274.				
• Receipt for a replacement of a lost, stolen, or damaged List A document. • Form I-94 issued to a lawful permanent resident that contains an I-551 stamp and a photograph of the individual. • Form I-94 with "RE" notation or refugee stamp issued to a refugee.	OR	Receipt for a replacement of a lost, stolen, or damaged List B document.		Receipt for a replacement of a lost, stolen, or damaged List C document.

*Refer to the Employment Authorization Extensions page on [I-9 Central](#) for more information.



**Supplement A,
Preparer and/or Translator Certification for Section 1**

**Department of Homeland Security
U.S. Citizenship and Immigration Services**

**USCIS
Form I-9
Supplement A**
OMB No. 1615-0047
Expires 07/31/2026

Last Name (Family Name) from Section 1.	First Name (Given Name) from Section 1.	Middle initial (if any) from Section 1.
---	---	---

Instructions: This supplement must be completed by any preparer and/or translator who assists an employee in completing Section 1 of Form I-9. The preparer and/or translator must enter the employee's name in the spaces provided above. Each preparer or translator must complete, sign, and date a separate certification area. Employers must retain completed supplement sheets with the employee's completed Form I-9.

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Date (mm/dd/yyyy)	
Last Name (Family Name)	First Name (Given Name)	Middle Initial (if any)	
Address (Street Number and Name)	City or Town	State ▼	ZIP Code

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Date (mm/dd/yyyy)	
Last Name (Family Name)	First Name (Given Name)	Middle Initial (if any)	
Address (Street Number and Name)	City or Town	State ▼	ZIP Code

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Date (mm/dd/yyyy)	
Last Name (Family Name)	First Name (Given Name)	Middle Initial (if any)	
Address (Street Number and Name)	City or Town	State ▼	ZIP Code

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Date (mm/dd/yyyy)	
Last Name (Family Name)	First Name (Given Name)	Middle Initial (if any)	
Address (Street Number and Name)	City or Town	State ▼	ZIP Code



Supplement B,
Reverification and Rehire (formerly Section 3)
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
Supplement B
OMB No. 1615-0047
Expires 07/31/2026

Last Name (Family Name) from Section 1.	First Name (Given Name) from Section 1.	Middle initial (if any) from Section 1.
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Instructions: This supplement replaces Section 3 on the previous version of Form I-9. Only use this page if your employee requires reverification, is rehired within three years of the date the original Form I-9 was completed, or provides proof of a legal name change. Enter the employee's name in the fields above. Use a new section for each reverification or rehire. Review the Form I-9 instructions before completing this page. Keep this page as part of the employee's Form I-9 record. Additional guidance can be found in the [Handbook for Employers: Guidance for Completing Form I-9 \(M-274\)](#)

Date of Rehire (if applicable) Date (mm/dd/yyyy)	New Name (if applicable) <table style="width: 100%; border: none;"><tr><td style="width: 40%; border: none;">Last Name (Family Name)</td><td style="width: 20%; border: none;">First Name (Given Name)</td><td style="width: 40%; border: none;">Middle Initial</td></tr></table>			Last Name (Family Name)	First Name (Given Name)	Middle Initial
Last Name (Family Name)	First Name (Given Name)	Middle Initial				
Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.						
Document Title	Document Number (if any)	Expiration Date (if any) (mm/dd/yyyy)				
I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.						
Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)				
Additional Information (Initial and date each notation.)		☐ Check here if you used an alternative procedure authorized by DHS to examine documents.				

Date of Rehire (if applicable) Date (mm/dd/yyyy)	New Name (if applicable) <table style="width: 100%; border: none;"><tr><td style="width: 40%; border: none;">Last Name (Family Name)</td><td style="width: 20%; border: none;">First Name (Given Name)</td><td style="width: 40%; border: none;">Middle Initial</td></tr></table>			Last Name (Family Name)	First Name (Given Name)	Middle Initial
Last Name (Family Name)	First Name (Given Name)	Middle Initial				
Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.						
Document Title	Document Number (if any)	Expiration Date (if any) (mm/dd/yyyy)				
I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.						
Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)				
Additional Information (Initial and date each notation.)		☐ Check here if you used an alternative procedure authorized by DHS to examine documents.				

Date of Rehire (if applicable) Date (mm/dd/yyyy)	New Name (if applicable) <table style="width: 100%; border: none;"><tr><td style="width: 40%; border: none;">Last Name (Family Name)</td><td style="width: 20%; border: none;">First Name (Given Name)</td><td style="width: 40%; border: none;">Middle Initial</td></tr></table>			Last Name (Family Name)	First Name (Given Name)	Middle Initial
Last Name (Family Name)	First Name (Given Name)	Middle Initial				
Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.						
Document Title	Document Number (if any)	Expiration Date (if any) (mm/dd/yyyy)				
I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.						
Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)				
Additional Information (Initial and date each notation.)		☐ Check here if you used an alternative procedure authorized by DHS to examine documents.				

Appendix 3(d): Allotment Authorization Form



CNMI Public School System
Finance/ Payroll Department

START Allotment Authorization Form

Application and Authorization to Make or Discontinue from Pay of Civilian Employee

START ALLOTMENT	Name of Allotter (last, first, middle)	Employee Number	Social Security Number — —
	Where are you employed at?	Department/ Office	
	Amount of Bi-Weekly Allotment (amount written out in words)	Amount in Figures	
	START of Allotment (Pay Period Ending)		
	Name of Bank/ Vendor	ABA Number	
	Address of Allottee (Number, Street, City, State)		
	Account Number	Type of Account ☐ Loan ☐ Savings ☐ Checking	
	Concurred by (Bank Official) Print Name _____ Signature _____ Date ____/____/____		
Request and Approval to START Allotment			
I hereby request and authorize allotment to be paid at the end of each pay period from my pay as the above subject to approval and to continue for the period started or until revoked by one in writing.			
	Signature in Full of Allotter (Sign Original Only) Signature _____ Date ____/____/____		
	Approved (Finance Officer) Signature _____ Date ____/____/____		

The CNMI Public School System • Finance/ Payroll Department
START Allotment Authorization Form
Revised: 2019-03/2019



CNMI Public School System
Finance/ Payroll Department

STOP Allotment Authorization Form

Application and Authorization to Make or Discontinue from Pay of Civilian Employee

STOP ALLOTMENT	Name of Allotter (last, first, middle)	Employee Number	Social Security Number — —
	Where are you employed at?	Department/ Office	
	Amount of Bi-Weekly Allotment (amount written out in words)	Amount in Figures	
	STOP/CEASE of Allotment (Pay Period Ending)		
	Name of Bank/ Vendor	ABA Number	
	Address of Allottee (Number, Street, City, State)		
	Account Number	Type of Account ☐ Loan ☐ Savings ☐ Checking	
	Concurred by (Bank Official) Print Name _____ Signature _____ Date ____/____/____		
Request and Approval to STOP Allotment			
I hereby request and authorize allotment to be ceased at the end of the above mentioned pay period.			
	Signature in Full of Allotter (Sign Original Only) Signature _____ Date ____/____/____		
	Approved (Finance Officer) Signature _____ Date ____/____/____		

The CNMI Public School System • Finance/ Payroll Department
STOP Allotment Authorization Form
Revised: 2019-03/2019

Appendix 3(e): W-4 Form

Form W-4 Department of the Treasury Internal Revenue Service	Employee's Withholding Certificate Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Give Form W-4 to your employer. Your withholding is subject to review by the IRS.		OMB No. 1545-0074 2024
Step 1: Enter Personal Information	(a) First name and middle initial _____ Last name _____		(b) Social security number _____
	Address _____		Does your name match the name on your social security card? If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to www.ssa.gov .
	City or town, state, and ZIP code _____		
	(c) ☐ Single or Married filing separately ☐ Married filing jointly or Qualifying surviving spouse ☐ Head of household (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.)		
Complete Steps 2–4 ONLY if they apply to you; otherwise, skip to Step 5. See page 2 for more information on each step, who can claim exemption from withholding, and when to use the estimator at www.irs.gov/W4App.			
Step 2: Multiple Jobs or Spouse Works	Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs. Do only one of the following. (a) Use the estimator at www.irs.gov/W4App for most accurate withholding for this step (and Steps 3–4). If you or your spouse have self-employment income, use this option; or (b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below; or (c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is generally more accurate than (b) if pay at the lower paying job is more than half of the pay at the higher paying job. Otherwise, (b) is more accurate ☐		
Complete Steps 3–4(b) on Form W-4 for only ONE of these jobs. Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3–4(b) on the Form W-4 for the highest paying job.)			
Step 3: Claim Dependent and Other Credits	If your total income will be \$200,000 or less (\$400,000 or less if married filing jointly): Multiply the number of qualifying children under age 17 by \$2,000 \$ _____ Multiply the number of other dependents by \$500 \$ _____ Add the amounts above for qualifying children and other dependents. You may add to this the amount of any other credits. Enter the total here		3 \$
Step 4 (optional): Other Adjustments	(a) Other income (not from jobs). If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income		4(a) \$
	(b) Deductions. If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here		4(b) \$
	(c) Extra withholding. Enter any additional tax you want withheld each pay period . .		4(c) \$
Step 5: Sign Here	Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete. Employee's signature (This form is not valid unless you sign it.) _____ Date _____		
Employers Only	Employer's name and address _____	First date of employment _____	Employer identification number (EIN) _____

For Privacy Act and Paperwork Reduction Act Notice, see page 3.

Cat. No. 10220Q

Form **W-4** (2024)

General Instructions

Section references are to the Internal Revenue Code.

Future Developments

For the latest information about developments related to Form W-4, such as legislation enacted after it was published, go to www.irs.gov/FormW4.

Purpose of Form

Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. If too little is withheld, you will generally owe tax when you file your tax return and may owe a penalty. If too much is withheld, you will generally be due a refund. Complete a new Form W-4 when changes to your personal or financial situation would change the entries on the form. For more information on withholding and when you must furnish a new Form W-4, see Pub. 505, Tax Withholding and Estimated Tax.

Exemption from withholding. You may claim exemption from withholding for 2024 if you meet both of the following conditions: you had no federal income tax liability in 2023 and you expect to have no federal income tax liability in 2024. You had no federal income tax liability in 2023 if (1) your total tax on line 24 on your 2023 Form 1040 or 1040-SR is zero (or less than the sum of lines 27, 28, and 29), or (2) you were not required to file a return because your income was below the filing threshold for your correct filing status. If you claim exemption, you will have no income tax withheld from your paycheck and may owe taxes and penalties when you file your 2024 tax return. To claim exemption from withholding, certify that you meet both of the conditions above by writing "Exempt" on Form W-4 in the space below Step 4(c). Then, complete Steps 1(a), 1(b), and 5. Do not complete any other steps. You will need to submit a new Form W-4 by February 15, 2025.

Your privacy. Steps 2(c) and 4(a) ask for information regarding income you received from sources other than the job associated with this Form W-4. If you have concerns with providing the information asked for in Step 2(c), you may choose Step 2(b) as an alternative; if you have concerns with providing the information asked for in Step 4(a), you may enter an additional amount you want withheld per pay period in Step 4(c) as an alternative.

When to use the estimator. Consider using the estimator at www.irs.gov/W4App if you:

1. Expect to work only part of the year;
2. Receive dividends, capital gains, social security, bonuses, or business income, or are subject to the Additional Medicare Tax or Net Investment Income Tax; or
3. Prefer the most accurate withholding for multiple job situations.

Self-employment. Generally, you will owe both income and self-employment taxes on any self-employment income you receive separate from the wages you receive as an employee. If you want to pay these taxes through withholding from your wages, use the estimator at www.irs.gov/W4App to figure the amount to have withheld.

Nonresident alien. If you're a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Specific Instructions

Step 1(c). Check your anticipated filing status. This will determine the standard deduction and tax rates used to compute your withholding.

Step 2. Use this step if you (1) have more than one job at the same time, or (2) are married filing jointly and you and your spouse both work.

Option (a) most accurately calculates the additional tax you need to have withheld, while option (b) does so with a little less accuracy.

Instead, if you (and your spouse) have a total of only two jobs, you may check the box in option (c). The box must also be checked on the Form W-4 for the other job. If the box is checked, the standard deduction and tax brackets will be cut in half for each job to calculate withholding. This option is accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld, and this extra amount will be larger the greater the difference in pay is between the two jobs.



Multiple jobs. Complete Steps 3 through 4(b) on only one Form W-4. Withholding will be most accurate if you do this on the Form W-4 for the highest paying job.

Step 3. This step provides instructions for determining the amount of the child tax credit and the credit for other dependents that you may be able to claim when you file your tax return. To qualify for the child tax credit, the child must be under age 17 as of December 31, must be your dependent who generally lives with you for more than half the year, and must have the required social security number. You may be able to claim a credit for other dependents for whom a child tax credit can't be claimed, such as an older child or a qualifying relative. For additional eligibility requirements for these credits, see Pub. 501, Dependents, Standard Deduction, and Filing Information. You can also include other tax credits for which you are eligible in this step, such as the foreign tax credit and the education tax credits. To do so, add an estimate of the amount for the year to your credits for dependents and enter the total amount in Step 3. Including these credits will increase your paycheck and reduce the amount of any refund you may receive when you file your tax return.

Step 4 (optional).

Step 4(a). Enter in this step the total of your other estimated income for the year, if any. You shouldn't include income from any jobs or self-employment. If you complete Step 4(a), you likely won't have to make estimated tax payments for that income. If you prefer to pay estimated tax rather than having tax on other income withheld from your paycheck, see Form 1040-ES, Estimated Tax for Individuals.

Step 4(b). Enter in this step the amount from the Deductions Worksheet, line 5, if you expect to claim deductions other than the basic standard deduction on your 2024 tax return and want to reduce your withholding to account for these deductions. This includes both itemized deductions and other deductions such as for student loan interest and IRAs.

Step 4(c). Enter in this step any additional tax you want withheld from your pay each pay period, including any amounts from the Multiple Jobs Worksheet, line 4. Entering an amount here will reduce your paycheck and will either increase your refund or reduce any amount of tax that you owe.

Step 2(b)—Multiple Jobs Worksheet *(Keep for your records.)*

If you choose the option in Step 2(b) on Form W-4, complete this worksheet (which calculates the total extra tax for all jobs) on **only ONE** Form W-4. Withholding will be most accurate if you complete the worksheet and enter the result on the Form W-4 for the highest paying job. To be accurate, submit a new Form W-4 for all other jobs if you have not updated your withholding since 2019.

Note: If more than one job has annual wages of more than \$120,000 or there are more than three jobs, see Pub. 505 for additional tables; or, you can use the online withholding estimator at www.irs.gov/W4App.

- 1 **Two jobs.** If you have two jobs or you're married filing jointly and you and your spouse each have one job, find the amount from the appropriate table on page 4. Using the "Higher Paying Job" row and the "Lower Paying Job" column, find the value at the intersection of the two household salaries and enter that value on line 1. Then, **skip** to line 3 1 \$ _____
- 2 **Three jobs.** If you and/or your spouse have three jobs at the same time, complete lines 2a, 2b, and 2c below. Otherwise, skip to line 3.
 - a Find the amount from the appropriate table on page 4 using the annual wages from the highest paying job in the "Higher Paying Job" row and the annual wages for your next highest paying job in the "Lower Paying Job" column. Find the value at the intersection of the two household salaries and enter that value on line 2a 2a \$ _____
 - b Add the annual wages of the two highest paying jobs from line 2a together and use the total as the wages in the "Higher Paying Job" row and use the annual wages for your third job in the "Lower Paying Job" column to find the amount from the appropriate table on page 4 and enter this amount on line 2b 2b \$ _____
 - c Add the amounts from lines 2a and 2b and enter the result on line 2c 2c \$ _____
- 3 Enter the number of pay periods per year for the highest paying job. For example, if that job pays weekly, enter 52; if it pays every other week, enter 26; if it pays monthly, enter 12, etc. 3 _____
- 4 **Divide** the annual amount on line 1 or line 2c by the number of pay periods on line 3. Enter this amount here and in **Step 4(c)** of Form W-4 for the highest paying job (along with any other additional amount you want withheld) 4 \$ _____

Step 4(b)—Deductions Worksheet *(Keep for your records.)*

- 1 Enter an estimate of your 2024 itemized deductions (from Schedule A (Form 1040)). Such deductions may include qualifying home mortgage interest, charitable contributions, state and local taxes (up to \$10,000), and medical expenses in excess of 7.5% of your income 1 \$ _____
- 2 Enter: $\left\{ \begin{array}{l} \bullet \$29,200 \text{ if you're married filing jointly or a qualifying surviving spouse} \\ \bullet \$21,900 \text{ if you're head of household} \\ \bullet \$14,600 \text{ if you're single or married filing separately} \end{array} \right\}$ 2 \$ _____
- 3 If line 1 is greater than line 2, subtract line 2 from line 1 and enter the result here. If line 2 is greater than line 1, enter "-0-" 3 \$ _____
- 4 Enter an estimate of your student loan interest, deductible IRA contributions, and certain other adjustments (from Part II of Schedule 1 (Form 1040)). See Pub. 505 for more information 4 \$ _____
- 5 **Add** lines 3 and 4. Enter the result here and in **Step 4(b)** of Form W-4 5 \$ _____

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person with no other entries on the form; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

Married Filing Jointly or Qualifying Surviving Spouse

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$0	\$0	\$780	\$850	\$940	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,370
\$10,000 - 19,999	0	780	1,780	1,940	2,140	2,220	2,220	2,220	2,220	2,220	2,570	3,570
\$20,000 - 29,999	780	1,780	2,870	3,140	3,340	3,420	3,420	3,420	3,420	3,770	4,770	5,770
\$30,000 - 39,999	850	1,940	3,140	3,410	3,610	3,690	3,690	3,690	4,040	5,040	6,040	7,040
\$40,000 - 49,999	940	2,140	3,340	3,610	3,810	3,890	3,890	4,240	5,240	6,240	7,240	8,240
\$50,000 - 59,999	1,020	2,220	3,420	3,690	3,890	3,970	4,320	5,320	6,320	7,320	8,320	9,320
\$60,000 - 69,999	1,020	2,220	3,420	3,690	3,890	4,320	5,320	6,320	7,320	8,320	9,320	10,320
\$70,000 - 79,999	1,020	2,220	3,420	3,690	4,240	5,320	6,320	7,320	8,320	9,320	10,320	11,320
\$80,000 - 99,999	1,020	2,220	3,620	4,890	6,090	7,170	8,170	9,170	10,170	11,170	12,170	13,170
\$100,000 - 149,999	1,870	4,070	6,270	7,540	8,740	9,820	10,820	11,820	12,830	14,030	15,230	16,430
\$150,000 - 239,999	1,960	4,360	6,760	8,230	9,630	10,910	12,110	13,310	14,510	15,710	16,910	18,110
\$240,000 - 259,999	2,040	4,440	6,840	8,310	9,710	10,990	12,190	13,390	14,590	15,790	16,990	18,190
\$260,000 - 279,999	2,040	4,440	6,840	8,310	9,710	10,990	12,190	13,390	14,590	15,790	16,990	18,190
\$280,000 - 299,999	2,040	4,440	6,840	8,310	9,710	10,990	12,190	13,390	14,590	15,790	16,990	18,380
\$300,000 - 319,999	2,040	4,440	6,840	8,310	9,710	10,990	12,190	13,390	14,590	15,980	17,980	19,980
\$320,000 - 364,999	2,040	4,440	6,840	8,310	9,710	11,280	13,280	15,280	17,280	19,280	21,280	23,280
\$365,000 - 524,999	2,720	6,010	9,510	12,080	14,580	16,950	19,250	21,550	23,850	26,150	28,450	30,750
\$525,000 and over	3,140	6,840	10,540	13,310	16,010	18,590	21,090	23,590	26,090	28,590	31,090	33,590

Single or Married Filing Separately

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$240	\$870	\$1,020	\$1,020	\$1,020	\$1,540	\$1,870	\$1,870	\$1,870	\$1,870	\$1,910	\$2,040
\$10,000 - 19,999	870	1,680	1,830	1,830	2,350	3,350	3,680	3,680	3,680	3,720	3,920	4,050
\$20,000 - 29,999	1,020	1,830	1,980	2,510	3,510	4,510	4,830	4,830	4,870	5,070	5,270	5,400
\$30,000 - 39,999	1,020	1,830	2,510	3,510	4,510	5,510	5,830	5,870	6,070	6,270	6,470	6,600
\$40,000 - 59,999	1,390	3,200	4,360	5,360	6,360	7,370	7,890	8,090	8,290	8,490	8,690	8,820
\$60,000 - 79,999	1,870	3,680	4,830	5,840	7,040	8,240	8,770	8,970	9,170	9,370	9,570	9,700
\$80,000 - 99,999	1,870	3,690	5,040	6,240	7,440	8,640	9,170	9,370	9,570	9,770	9,970	10,810
\$100,000 - 124,999	2,040	4,050	5,400	6,600	7,800	9,000	9,530	9,730	10,180	11,180	12,180	13,120
\$125,000 - 149,999	2,040	4,050	5,400	6,600	7,800	9,000	10,180	11,180	12,180	13,180	14,180	15,310
\$150,000 - 174,999	2,040	4,050	5,400	6,860	8,860	10,860	12,180	13,180	14,230	15,530	16,830	18,060
\$175,000 - 199,999	2,040	4,710	6,860	8,860	10,860	12,860	14,380	15,680	16,980	18,280	19,580	20,810
\$200,000 - 249,999	2,720	5,610	8,060	10,360	12,660	14,960	16,590	17,890	19,190	20,490	21,790	23,020
\$250,000 - 399,999	2,970	6,080	8,540	10,840	13,140	15,440	17,060	18,360	19,660	20,960	22,260	23,500
\$400,000 - 449,999	2,970	6,080	8,540	10,840	13,140	15,440	17,060	18,360	19,660	20,960	22,260	23,500
\$450,000 and over	3,140	6,450	9,110	11,610	14,110	16,610	18,430	19,930	21,430	22,930	24,430	25,870

Head of Household

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$0	\$510	\$850	\$1,020	\$1,020	\$1,020	\$1,020	\$1,220	\$1,870	\$1,870	\$1,870	\$1,960
\$10,000 - 19,999	510	1,510	2,020	2,220	2,220	2,220	2,420	3,420	4,070	4,070	4,160	4,360
\$20,000 - 29,999	850	2,020	2,560	2,760	2,760	2,960	3,960	4,960	5,610	5,700	5,900	6,100
\$30,000 - 39,999	1,020	2,220	2,760	2,960	3,160	4,160	5,160	6,160	6,900	7,100	7,300	7,500
\$40,000 - 59,999	1,020	2,220	2,810	4,010	5,010	6,010	7,070	8,270	9,120	9,320	9,520	9,720
\$60,000 - 79,999	1,070	3,270	4,810	6,010	7,070	8,270	9,470	10,670	11,520	11,720	11,920	12,120
\$80,000 - 99,999	1,870	4,070	5,670	7,070	8,270	9,470	10,670	11,870	12,720	12,920	13,120	13,450
\$100,000 - 124,999	2,020	4,420	6,160	7,560	8,760	9,960	11,160	12,360	13,210	13,880	14,880	15,880
\$125,000 - 149,999	2,040	4,440	6,180	7,580	8,780	9,980	11,250	13,250	14,900	15,900	16,900	17,900
\$150,000 - 174,999	2,040	4,440	6,180	7,580	9,250	11,250	13,250	15,250	16,900	18,030	19,330	20,630
\$175,000 - 199,999	2,040	4,510	7,050	9,250	11,250	13,250	15,250	17,530	19,480	20,780	22,080	23,380
\$200,000 - 249,999	2,720	5,920	8,620	11,120	13,420	15,720	18,020	20,320	22,270	23,570	24,870	26,170
\$250,000 - 449,999	2,970	6,470	9,310	11,810	14,110	16,410	18,710	21,010	22,960	24,260	25,560	26,860
\$450,000 and over	3,140	6,840	9,880	12,580	15,080	17,580	20,080	22,580	24,730	26,230	27,730	29,230

Appendix 3(f): GGHI/GGLI Enrollment Form – Enrollment in Government Group Health and Life Insurance



CNMI Department of Finance
Group Health & Life Insurance Trust Fund
P.O. Box 5234 CHRB Saipan, MP 96950
Tel. (670) 664-1100 / Fax (670) 664-1115



FOR GHLI USE ONLY:

Agency Code: _____
Payroll/PPE: _____
AGB/Eff. Date: _____

2024 ENROLLMENT / WAIVER / CHANGE REQUEST Employee / Retiree / Surviving Spouse Completes Sections A-E

EMPLOYEE / RETIREE / SURVIVING SPOUSE INFORMATION						
Last Name, First Name, Middle Initial			Social Security Number		Date of Birth (MM/DD/YY)	Gender (M/F)
Street or PO Box Address			Home Phone Number		E-mail Address	
City	State	Zip	Department Name	Division Name	Work Phone Number	
B. TYPE OF ACTIVITY						
WAIVER: I fully understand and acknowledge that by affixing my signature below, I am waiving medical coverage under the GHLI Program, and that the CNMI government shall have no liability to cover any medical expenses and/or claims submitted by me or my dependents. (STOP HERE, continue to signature page)						
ENROLLMENT—NEW SUBSCRIBER: Active Employee Date of Hire: _____ Retirement—must be enrolled prior to retirement Date of Retirement: _____ Surviving Spouse Date Benefits Began: _____						
CHANGE: ☐ Add Spouse ☐ Add Dependent Child ☐ Add Domestic Partner ☐ Name Change ☐ Change of Dept. or Division ☐ Other: _____				REMOVE: ☐ Spouse ☐ Domestic Partner ☐ Dependent Child		
HIGH OPTION: I fully understand and acknowledge that by affixing my signature below, I am choosing the PPO High Option coverage under the GHLI Program. My initials below signify my consent to pay the premium.						
TERMINATE COVERAGE: I fully understand and acknowledge that by affixing my signature below, I am terminating medical/health insurance coverage under the GHLI Program. Retirees: I, acknowledge that by terminating my insurance I understand that I will not be eligible to enroll in the future.						
C. PLAN OPTIONS / SUBSCRIBERS PREMIUMS						
PLAN DESCRIPTION (ENROLLMENT CODE)	Retiree: Semi-Monthly			Active employee: Bi-Weekly		
	HIGH	LOW	BASIC	HIGH	LOW	BASIC
Employee	☐ \$115.45	☐ \$62.23	☐ \$36.01	☐ \$106.57	☐ \$57.44	☐ \$33.24
Employee + Spouse or One Dependent	☐ \$236.67	☐ \$127.57	☐ \$73.83	☐ \$218.47	☐ \$117.76	☐ \$68.15
Employee + Family	☐ \$369.45	☐ \$199.13	☐ \$115.24	☐ \$341.03	☐ \$183.81	☐ \$106.38
D. INDIVIDUALS COVERED - List individuals for whom you are adding/changing/removing coverage						
(A) ADD	Name First, MI, Last		Relationship	Gender	Date of Birth	SS#
(C) CHANGE						
(R) REMOVE						

E. Medicare Information

Medicare ID Number	Last Name	First Name	Gender

IMPORTANT INFORMATION BELOW - PLEASE READ CAREFULLY BEFORE SIGNING

1) **All new enrollees** are required to submit the following (as applicable) :

- ☐ Marriage Certificate
- ☐ Affidavit of Domestic Partnership form (with attachments)
- ☐ Birth Certificate (s) of dependent child (ren)
- ☐ Court documents attesting to an adoption decree or appointment of legal guardianship

2) **Authorization for automatic payroll or retirement pension deduction:** The CNMI Government, the NMI Retirement Fund and/or NMI Settlement Fund is hereby authorized to make the required deduction from my bi-weekly salary, or if a retiree, my semi-monthly retirement pension to pay my portion of the premium.

Additionally, I acknowledge that if I do not contribute for three (3) consecutive pay periods, coverage will be terminated automatically.

3) **Certification, Acknowledgement and Authorization to release medical information:** I certify that the statements provided in this application are true and complete to the best of my knowledge and hereby authorize GHU to verify information or statements provided by me in connection with this application. I understand that coverage is in effect on the date shown herein above. I hereby authorize any licensed physician, medical practitioner, or institution that has any records or knowledge of my or my Dependents' health to give to GHU and/or its carrier, insurance company or reinsurer any such information for the purpose of applying and maintaining coverage. A photocopy of this authorization shall be valid as the original. This authorization is effective when I sign below and shall remain in effect as long as the carrier processes claims on my behalf.

Applicant's Signature:	Date:
Pacifica Insurance:	Date:
APPLICATION DISPOSITION	
☐ APPROVED	☐ DISAPPROVED
☐ COMMENTS: _____	
Plan Administrator's Name/Signature:	Date:

CNMI GOVERNMENT GROUP LIFE INSURANCE ENROLLMENT FORM

☐ Re-Enrollment
 ☐ New Enrollee
 ☐ Change
 ☐ Termination

Last Name	First Name	Middle Name
Mailing Address		Date of Birth
		Marital Status ☐ Married/Common-Law ☐ Single
Government Department	Employment Date	Social Security Number
		Phone Number
Employment Status ☐ Active; 20 or more hours per week ☐ Retiree Name of employer retired from: _____		
Are you presently on leave of absence from work due to sickness, injury, medical treatment, or unpaid leave of absence for personal reasons? ☐ Yes ☐ No If yes, identify the leave and state the reason(s): _____		

INDIVIDUAL'S TERM LIFE INSURANCE Available to Active Employees and Retirees

☐ I want Individual's Term Life Insurance

OPTIONAL DEPENDENT'S TERM LIFE INSURANCE Available to Active Employees Only

☐ I elect Dependent's Term Life Insurance Option: ☐ 1 ☐ 2 ☐ 3 ☐ 4

Option 4 only: Complete the following for each parent/parent in-law to be covered. Evidence of insurability is required.

Name (last, first, middle)	Relationship	Name (last, first, middle)	Relationship

Complete the following for all other non-parent Dependents to be covered.

Name (last, first, middle)	Date of Birth	Social Security Number	Relationship

The Employee is the beneficiary of Dependent Life Insurance benefits.

☐ I **WAIVE** the optional Dependent's Term Life Insurance coverage. I understand that I will have **NO** Dependent's Term Life Insurance coverage, and if I apply at a later date, I will be required to furnish evidence of insurability.

BENEFICIARIES The total of the Percentage column must equal 100%, or check here ☐ for equal shares.

Legal Name (last, first, middle)	Relationship	Age or Date of Birth	Percentage
			%
			%
			%
			%
			%
			%

☐ Minor Beneficiary Form completed

INSURANCE AUTHORIZATION

By signing below, I declare that the above statements and answers are complete and true to the best of my knowledge and belief. I understand that if I apply for coverage more than 61 days from my Employment Date, I will be required to furnish evidence of insurability for all individuals for whom coverage is requested. I also understand that regardless of when enrollment occurs, the addition of new parent(s) always requires completion of evidence of insurability. Coverage is not effective until approved by Individual Assurance Company. I authorize my employer to deduct from my earnings the required cost of the coverage(s) I have elected above.

Signature: _____

Date: _____

FOR EMPLOYER USE ONLY

Annual Salary: \$ _____ Basic Life Coverage: \$ _____ Premium Deduction: \$ _____ Process Date: _____

Underwritten by Individual Assurance Company, Life, Health & Accident, 3200 E. Memorial Road, Suite 100, Edmond, OK 73013

IAC 1000EF(MP)(2014)



INDIVIDUAL ASSURANCE COMPANY, LIFE, HEALTH & ACCIDENT
3200 E. Memorial Road, Suite 100, Edmond, Oklahoma 73013 • 1-800-821-5434

EVIDENCE OF INSURABILITY

GROUP DIVISION _____ GROUP POLICY NUMBER _____

Amount of Insurance Applied for \$ _____

S.S.# _____ ☐ Married ☐ Divorced ☐ Single ☐ Legally Separated State of Birth _____

Full Name _____ Occupation _____
Last First Middle

Residence Address _____
Street and Number City State Zip Code

Name of Employer _____ Dept/Branch _____ Date Employed _____

	Name	Date of Birth	Age	Height	Weight	Sex
Employee						
Spouse						
1st Child						
2nd Child						
3rd Child						
4th Child						
Parent						
Parent						
Parent In-Law						
Parent In-Law						

HEALTH STATEMENT OF EMPLOYEE AND DEPENDENT (If dependent coverage is desired)

Have you ever been treated for, or diagnosed as having, any of the following conditions:

1. any disease or disorder of the heart or circulatory system?

2. cancer, diabetes, stroke, or lung disorder?

3. liver or kidney disease?

4. AIDS or tested positive for HIV?

5. alcohol or drug abuse?

Employee		Spouse		Child		Parent/In-Law	
Yes	No	Yes	No	Yes	No	Yes	No
☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐	☐	☐

Give details for any "yes" answer above (use reverse side if more room is required):

Name	Condition (Diagnosis)	Dates Treated	Results of Treatment (Recovered?)	Full Name & Address of Physicians Consulted

It is understood and agreed that all statements in this application are true to the best of my/our knowledge and belief and are offered as a consideration for and shall become a part of any policy issued hereon. I/we understand and agree that the insurance is not in force until I am notified by Individual Assurance Company, Life, Health & Accident (IAC) that I have been approved and accepted by IAC. I/we acknowledge receipt of the Consumer Protection Notices for the Applicant. To determine my/our insurability, I/we hereby authorize any licensed physician, medical practitioner, hospital, clinic or other medical or medically related facility, insurance company, the Medical Information Bureau, or other organization, institution or person that has any records or knowledge of me/us or my/our health, to give to the underwriters of IAC or its reinsurers' underwriters any such information. This authorization is valid for 24 months from the date signed. I/we may revoke this authorization at any time by providing written notice to IAC. Upon request, I/we, or any person authorized to act on my/our behalf, are entitled to receive a copy of this authorization. A photographic copy of this authorization shall be as valid as the original.

Witness Signature _____ Proposed Insured's Signature _____ Spouse's Signature, if to be insured _____ Date _____

APPLICATION WILL BE RETURNED UNLESS ALL QUESTIONS ARE ANSWERED.
INSURANCE WILL NOT BE IN FORCE UNTIL THE APPLICATION IS APPROVED BY THE COMPANY.

IAC 1000E01-01(2014)

(Detach and leave with Applicant.)

CONSUMER PROTECTION NOTICES FOR THE APPLICANT

Investigative Consumer Report Notice – In connection with your application for insurance, an investigative consumer report may be prepared, in which information is obtained from public records and through personal interviews with your neighbors, friends, employers, business associates, financial sources, or others with whom you are acquainted. This inquiry includes information as to your character, general reputation, personal characteristics and mode of living, except as may be related directly or indirectly to your sexual orientation. You may make a written request to be interviewed in connection with the preparation of this report. You have the right to make a written request within a reasonable period of time to receive additional, detailed information about the nature and scope of this investigation. Either of these written requests should be directed to the Underwriting Department, Individual Assurance Company, 3200 E. Memorial Road, Suite 100, Edmond, OK 73013.

MIB, Inc. Notice – Information regarding your insurability will be treated as confidential. We, or our reinsurers, may make a brief report to the MIB, Inc., formerly known as Medical Information Bureau, a not-for-profit membership organization of insurance companies, which operates an information exchange on behalf of its members. If you apply to another MIB member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, MIB, upon request, will supply such company with the information about you in its file.

Upon receipt of a request from you, MIB will arrange disclosure of any information in your file. Please contact the MIB at 866.892.6901 (TTY 866.348.3642 for hearing impaired). If you question the accuracy of the information in the MIB's file, you may contact the MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of the MIB's information office is 50 BrainTree Hill Park, Suite 400, BrainTree, MA 02184-8734.

We, or our reinsurers, may also release information in our file to other insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted. Information for consumers about MIB may be obtained on its website at www.mib.com.

IAC PNC(2012)

INDIVIDUAL ASSURANCE COMPANY, LIFE, HEALTH & ACCIDENT (herein called the Company)
3200 E. Memorial Road, Suite 100, Edmond, Oklahoma 73013 • 1-800-821-5434

**DISTRIBUTION OF PROCEEDS ELECTION FORM
MINOR BENEFICIARY**

Name	Date of Birth	Owner (if other than insured)
------	---------------	-------------------------------

NAMED MINOR BENEFICIARY(IES)		
Name (print in full)	Relationship	Date of Birth

CONTINGENT		
Name (print in full)	Relationship	Date of Birth

Should I die while any of the beneficiaries named above is a minor, I desire the benefits to be held in an annuity fund with the Company and paid out in a lump sum payment upon the beneficiary's _____ (not less than 18th) birthday.

I direct that any amendment of the policy requested above take effect on the date this request is signed but without any liability to the Company on account of payment made or action taken by it before this request was acknowledged by the Company. I agree that the Company may waive any policy provision requiring presentation of the policy for endorsement but may require such presentation, if desired.

Signature of Owner Date

The undersigned agrees to the above requests and changes.

Signature of Owner's Spouse
(if resident of community property state)
Signature of Assignee
(if any)
Signature of Irrevocable Beneficiary
(if any)

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
GROUP LIFE INSURANCE PROGRAM SUMMARY

Effective February 1, 2015

Please read this summary carefully as changes have been made to the Group Life Program.

Covered Employers

IAC Group is pleased to provide Group Life Insurance Benefits for the employees and retirees of the following participating CNMI Covered Employers:

- | | |
|---|---|
| <ul style="list-style-type: none">• CNMI Executives:<ul style="list-style-type: none">◦ Commonwealth Healthcare Corporation (CHC)◦ Executive, Legislative & Judicial Branches, Mayors & Municipalities, Boards & Commissions◦ Tinian Casino Gaming Control Commission (TCGCC)◦ Tinian Municipal Treasurer/Tinian Mayor's Office (TMT/TMO)• CNMI Retirees• CNMI Retirement Fund Staff (NMIRF)• Commonwealth Development Authority (CDA)• Commonwealth Gov't Employees' Credit Union (CGECU) | <ul style="list-style-type: none">• Commonwealth Ports Authority (CPA)• Commonwealth Utilities Corp. (CUC)• Marianas Public Land Trust (MPLT)• Marianas Visitor's Bureau (MVA)• Northern Marianas College (NMC)• Northern Marianas Housing Corporation (NMHC)• Prior Service Trust Fund (PSTF)• Public School System (PSS) |
|---|---|

Basic Benefits

Individual's Term Life Insurance

Rate is \$0.62 per \$1,000 Bi-Weekly or \$0.67 per \$1,000 Semi-Monthly. The Government pays 50% of the premium cost.

Active Employees

The Individual's Term Life Insurance benefit is 1.8 X Base Annual Salary, rounded up to the next \$1,000; with a maximum coverage amount of \$90,000 and a minimum coverage amount of \$5,000.

Retirees

The Individual's Term Life Insurance benefit is 1.8 X the Current (Reduced) Annual Pension rounded up to the next \$1,000; with a maximum coverage amount of \$90,000 and a minimum coverage amount of \$5,000.

Coverage for both Active Employees and Retirees is subject to reduction under certain circumstances. See the Group Policy for details on reduction.

Accidental Death & Dismemberment (Active Employees only)

This benefit is included at no additional premium charge to Active Employees who are less than age 70. It is payable in addition to the Individual's Term Life Insurance benefit.

- | | |
|---------------------------------------|--|
| A. For Loss of Life: | 1 X Individual's Term Life Insurance Benefit |
| B. For Dismemberment: | |
| Loss of Hands or Feet | 1 X Individual's Term Life Insurance Benefit |
| Loss of Sight of Both Eyes | 1 X Individual's Term Life Insurance Benefit |
| Loss of One Hand and Sight of One Eye | 1 X Individual's Term Life Insurance Benefit |
| Loss of One Hand and One Foot | 1 X Individual's Term Life Insurance Benefit |
| Loss of One Foot and Sight of One Eye | 1 X Individual's Term Life Insurance Benefit |
| Loss of Hand or One Foot | 1/2 X Individual's Term Life Insurance Benefit |
| Loss of Sight of One Eye | 1/2 X Individual's Term Life Insurance Benefit |

Living Benefit (Active Employees and Retirees)

This benefit is included at no additional premium charge. It provides advance payment of up to 75% of the Individual's Term Life Insurance benefit (up to a maximum of \$67,500) after receiving proper medical documentation that the Active Employee or Retiree has been diagnosed by a doctor as having a terminal illness that will result in his/her death in less than 12 months from the date of the diagnosis. The balance of the Individual's Term Life Insurance benefit will be paid to the beneficiary upon the insured's death.

Optional Benefits (employee pays full premium cost)
--

Dependent's Term Life Insurance (Active Employees Only)

	Option 1	Option 2	Option 3	Option 4
Biweekly Premium	\$4.95	\$7.95	\$10.95	\$36.95
Spouse Coverage	\$ 10,000	\$ 25,000	\$ 40,000	\$ 40,000
Children Coverage (14 days to under 1 year)	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
Children Coverage* (1 year to through 18 years)	\$ 10,000	\$ 15,000	\$ 15,000	\$ 15,000
Parents/Parents In-Law Coverage	none	none	none	\$ 5,000

The employee is automatically the beneficiary of Dependent Life Benefits

Dependents are defined as follows:

- 1) the employee's legally married spouse (if not separated),
- 2) the employee's common-law spouse (if not separated), and
- 3) *the employee's unmarried child, who depends on the employee for more than 50% of his/her support and currently lives with, and has lived continuously with the employee since birth (for naturally born children,) or continuously for at least the last two years (for all other children,) in a regular parent-child relationship and is at least 14 days old and 18 years of age or less, or 24 years of age or less if a Full-Time student.

Option 4 only: For Parents/Parents In-Law Coverage, names of each parent/parent in-law to be covered must be shown on the enrollment form. The employee may insure up to two parents and up to two parents in-law. **Active Employees and/or Retirees eligible for coverage under the CNMI Group Life Program are not eligible to be covered as dependent parents.**

Common-Law Spouse. A Common-Law Spouse means a person named on an enrollment form as the employee's spouse, wife, or husband who is over 18 years of age and has the legal capacity to marry; must have cohabitated continuously for a period of at least two years and together have born a child; or if no child was born together, then the period of cohabitation must be at least four years. A notarized affidavit stating that the employee and the Dependent spouse have satisfied these conditions will be required for benefit payment.

Full-Time Student is defined as a student who is attending a college, university or trade school on a full-time basis, excluding school vacation periods that interrupt, but do not terminate a continuous course of study.

If an employee's spouse is also an Active Employee, both individuals are allowed to enroll for Dependent's Term Life Insurance. Both individuals can cover their eligible dependents. If both individuals are enrolled in Dependent's Term Life Insurance and a covered Dependent dies, both individuals are eligible to file a claim for that particular Dependent.

A Dependent will not include anyone (Active Employee or Retiree) who is eligible for Individual's Term Life Insurance, entitled to any extended coverage under the Policy by reason of having been an employee of a Covered Employer, or on active duty in the armed forces of any country.

Contact your Human Resources or Payroll Department to obtain further information. You may also contact IAC through its resident General Agent or directly through its Home Office using the following contact information:

IAC Home Office
3200 E. Memorial Road, Suite 100
Edmond, OK 73013
Toll Free: 800-821-5434
Fax: 405-285-0836
Email: Pacific@iac-group.com

Resident General Agent – Don Barcinas
American Pacific Insurance Agency
Cabrera Center, Suite 106
Beach Road Garapan
Saipan, MP 96950
670-234-0960
Email: apia@pticom.com

This information is an overview only. For complete benefit information, please consult the prevailing Group Master Policy. Should there be a discrepancy between this summary and the Group Master Policy, the Group Master Policy wording will prevail.



Underwritten by Individual Assurance Company, Life, Health & Accident



LATTE BUILT
FITNESS & NUTRITION

Latte Built 24hr Fitness & Nutrition is proud to partner with the CNMI Public School System to offer exclusive discounts to PSS Professionals

\$52
/MONTH
REG. PRICE \$62/MO

Discounted Rate for PSS

- 24/7 UNLIMITED ACCESS TO GYM FACILITY
- FREE INSTRUCTOR-LED CLASSES
- ACCESS TO LOCKERS AND SHOWERS
- PRIVATE STUDIO FOR PERSONAL WORKOUTS
- PLETHORA OF EQUIPMENT WITH QR CODES FOR INSTRUCTIONAL VIDEOS

Directly in Front of Aquarius Beach Hotel,
1609 Beach Rd, Chalan Kanan

870-235-2265
lattebuiltstaff@gmail.com

Appendix 3(g): Confidentiality Agreement Form

CONFIDENTIALITY AGREEMENT

This agreement is made between _____ and CNMI Public School System, Human Resources Office on (date)_____.

_____ will perform services for PSS which may require PSS to disclose confidential information and proprietary information to _____. (Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to _____ services to PSS, the business or operation of PSS, and/or the products, plans, processes, or other data of PSS). Accordingly, to protect the PSS' Confidential Information that will be disclosed to _____, _____ agrees as follows:

_____ will hold the Confidential Information received from the PSS in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.

_____ will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by the PSS Human Resources Director.

_____ will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for the Human Resources Office.

_____ will, upon the request or upon termination of his/her volunteer with the PSS, deliver to PSS Human Resources Office any notes, documents, equipment's, and materials received from the PSS or originating from _____ activities for PSS.

The PSS Human Resources Office shall have the sole right to determine the treatment of any information that is part of project specific information receive from _____, including the right to keep the same as a trade secret, to use and disclose the same without prior patent application, to file copyright recitation in its own name or to follow any other procedure as Human Resources may deem appropriate as determined in the sole discretion of the Human Resources Director or designee.

The Human Resources Office reserves the right to take disciplinary action, up to and including termination of contract for violations of this agreement.

_____ represents and warrants that it is not under preexisting obligations inconsistent with the provisions of this agreement.

Signing below signifies that the Employee agrees to the terms and conditions of the agreement stated above.

Human Resources Director:

Contracting Party:

Date

Date

Appendix 3(h): Internet Usage Employee Account Agreement Form



**CNMI
PSS**



Employee Internet Acceptable Use Agreement (AUA) Form

Employee Number: _____

Employee's/Contractor's Printed Name: _____

Employee's/Contractor's Signature: _____ Date: _____

Contract Duration: From _____ To _____

I have read the CNMI PSS Acceptable Use Agreement for Internet/Network Access and Email Use and agree to abide by its provisions and promote the agreement in employee/contractor usage. I understand that my computer use is not private and that the CNMI PSS monitors all network activity. I understand that the CNMI PSS's Internet, Network, and Email system is a privilege, and violation of the provisions is unethical and may result in access to the system being revoked and/or disciplinary/legal action being taken. With regard to all future AUA update releases from Technology Services, I understand that I am responsible for notifying the Director of Infrastructure Technology in writing within 15 business days of the AUA update release date if I have any issue with the current update.

I hereby release CNMI PSS, its operators, and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my use of, or inability to use, the system, including, without limitation, the type of damages identified in the CNMI PSS's policy and SOPs.

Signature _____ Date _____

Appendix 3(i): Outside Employment/Business/Volunteer Activities Disclosure & Authorization Form



OUTSIDE EMPLOYMENT/BUSINESS/VOLUNTEER ACTIVITIES DISCLOSURE & AUTHORIZATION FORM

Employees of the CNMI Public School System (PSS) must be free from the appearance of conflict or impropriety when performing official duties. The Commissioner of Education (COE) may approve outside employment, business, or volunteer activities upon the written request of the employee. However, if the employee's work performance or behavior is adversely affected by outside employment/ business or volunteer activity, the COE may require the employee to immediately terminate such activity.

Please complete the following and submit it to your supervisor and a copy to the PSS Human Resources Office (HRO). Describe in detail the duties of your outside employment. Attach a separate sheet if necessary. In addition, you must attach a copy of your business license (if applicable). All forms indicating outside employment, business activities, or volunteer work will be reviewed for approval, and employees will be notified of any disapproved activities. After your immediate supervisor's review and signature, send this form to the Human Resources Office for review by the Human Resources Director (HRD). If the HRD approves the activity, he/she will forward the form to the COE for final approval. **Employees may NOT engage in outside employment/business/volunteer activities until the COE has provided his/her written approval on the form below.**

Employee(s) will be notified via email once their form is approved/disapproved. A copy will be filed in the employees' personnel file.

Employees acknowledge the continuing obligation to keep this form currently updated and further acknowledge that the COE's approval may be revoked at any time, at the discretion of the COE, and is not subject to appeal or grievance. Employees understand that failure to timely disclose outside employment, a conflict of interest arising from such employment, business or volunteer activity, or violate the provisions of the employee handbook in any manner is grounds for both immediate revocations of the authorization and is also grounds for discipline, up to and including termination.

1. Name: _____ School/Program Location: _____
2. Job Title: _____
3. Name of outside employer/business/volunteer organization: _____
(Indicate self-employment if applicable)
4. Duties of outside employment/ business/volunteer activities: _____
5. Hours per week (anticipated) of outside employment: _____
6. Are you receiving any compensation for outside work? Yes or No: _____

Employee Signature: _____ Date: _____

Immediate Supervisor Name: _____

Immediate Supervisor Signature: _____ Date: _____

Submit the form to PSS Human Resources Office for review and approval

Human Resources Director Recommendation:

☐ Approve ☐ Disapprove

Comments:

Human Resources Director Signature: _____ Date: _____

Commissioner of Education Decision:

☐ Approve ☐ Disapprove

Comments:

Commissioner of Education Signature: _____ Date: _____

Pursuant to PSS Regulations

§ 60-30.2-348 Private Employment

- (a) Private employment is not permitted if it interferes with the performance of teaching duties by diverting time, interests, talents or energies from employment with PSS, or if it creates a possible conflict of interest with teaching.
- (b) Private employment is prohibited when: (1) It may reasonably be construed by the public that the work done is an act performed for PSS, (2) The employee requires the use of information obtained by the employee in the course of his or her PSS duties, (3) The work required is the same task or tasks closely related to those performed for PSS, (4) The work in any way involves the facilities, equipment or supplies of PSS, or (5) The work would tend to influence the impartial judgment of the employee on matters arising in the course of his or her employment with PSS.
- (c) Before engaging in any private employment of any kind, an employee must first provide to his or her principal, or immediate supervisor if there is no principal to which one reports, and to the Human Resources Officer a written description of the nature of the employment activities, the location of the work site, the estimated work schedule and the expected duration of the employment.
- (d) The term "private employment" includes self-employment and the operation of a business as well as work performed for others.
- (e) Employees may tutor students privately subject to the restrictions set out in this section.

§ 60-30.2-350 Conflict of Interest

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

§ 60-30.3-248 Private Employment

- (a) Private employment is not permitted if it interferes with the performance of duties by diverting time, interests, talents or energies from employment with PSS, or if it creates a possible conflict of interest with one's job at PSS.
- (b) Private employment is prohibited when: (1) It may reasonably be construed by the public that the work done is an act performed for PSS, (2) The employee requires the use of information obtained by the employee in the course of his or her PSS duties, (3) The work required is the same task or tasks closely related to those performed for PSS, (4) The work in any way involves the facilities, equipment or supplies of PSS, or (5) The work would tend to influence the impartial judgment of the employee on matters arising in the course of his or her employment with PSS. (c) Before engaging in any private employment of any kind, an employee must first provide to his or her principal, or immediate supervisor if there is no principal to which one reports, and to the Human Resources Officer a written description of the nature of the employment activities, the location of the work site, the estimated work schedule and the expected duration of the employment.
- (d) The term "private employment" includes self-employment and the operation of a business as well as work performed for others.
- (e) Employees may tutor students privately subject to the restrictions set out in this section.

§ 60-30.3-250 Conflict of Interest

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

§ 60-30.3-254 Endorsements

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

§ 60-30.3-256 Nepotism It is the policy of PSS to secure and maintain staff on the basis of ability, not on the basis of marriage or family relation. Thus, no employee shall supervise a member of his or her immediate family, except in an emergency. "Immediate family" shall mean any person or that person's spouse who is within the second degree of relationship of the supervising employee or that employee's spouse. The following is a list of second degree relationships: parents, grandparents, uncles, aunts, siblings, children and grandchildren.

Appendix 3(j): ASC Trust Enrollment Form



CNMI Government 401(a) and 457 Defined Contribution Savings Plan Enrollment / Change Form

Saving for retirement is one of the smartest things you can do with your money. You're letting your money work for you. Complete the 4-Step process in this Simple Enrollment Form and let ASC Trust Corporation help you save for a successful retirement, one paycheck at a time!

1. General Information - All fields in this section are required			
Please select one: ☐ NEW ENROLLMENT ☐ CHANGE OF GENERAL INFORMATION ☐ NO CHANGE			
Agency Name			
Your Full Name (First Middle Last)		Social Security Number	
Mailing Address			
REQUIRED Email Address (your quarterly statement will be posted to your account online unless initialed here)			
HOME No.	CELLULAR No.	WORK No.	OTHER No.
Marital Status ☐ Not Married ☐ Legally Married* - Spouse Name: _____ *Common Law not recognized as legal marriage			
Date of Birth (mm/dd/yyyy)		Date of Hire (mm/dd/yyyy)	

2. Contribution Election	
Please select one: ☐ NEW ENROLLMENT ☐ CHANGE OF CONTRIBUTION ELECTION ☐ NO CHANGE	
Note: If you are a current Defined Contribution participant and do NOT wish to make any changes, please disregard this form.	
<u>Voluntary 401(a) Defined Contribution Retirement Plan</u> ☐ Please enroll me as a member in the CNMI Government 401(a) Defined Contribution Plan. I understand that by becoming a member in the 401(a) Plan, I will contribute 10% of my pay toward the CNMI Government DC Plan on an after-tax basis. Additionally, I understand that the CNMI Government will contribute 4% of my pay to my account under this plan. ☐ I do NOT want to be a member of the CNMI Government 401(a) Defined Contribution Plan. I am an active member in the 401(a) Plan and I would like to stop making contributions. I understand that when I stop making contributions, the government will no longer make a 4% contribution to my account.	
<u>Voluntary 457 Defined Contribution Savings Plan</u> ☐ Please enroll me as a member in the CNMI Government 457 Defined Contribution Savings Plan. I would like to contribute _____% ☐ I am an active member of the 457 Plan and would like to change my contribution. I would like to contribute _____% ☐ I do NOT want to be a member of the CNMI Government 457 Defined Contribution Plan. I am an active member in the 457 Plan and I would like to stop making contributions.	

Authorization	
By signing below, I acknowledge that I had the opportunity to review the Summary Plan Description and investment information and that I understand the provisions of the Commonwealth of the Northern Mariana Islands Government Defined Contribution Plan.	
PARTICIPANT SIGNATURE: _____	DATE: ____/____/____
AUTHORIZED PLAN ADMINISTRATOR: _____	DATE: ____/____/____
☎ (670) 235-2724/5 ✉ PMB 201 PO Box 1001 Saipan, MP 96950 🌐 www.ascstrust.com	
Page 1 of 4 8/2014/7/2017	



CNMI Government 401(a) and 457 Defined Contribution Savings Plan Enrollment / Change Form

As a participant in my government sponsored Retirement Plan, I hereby acknowledge that, in accordance with the right granted to me under the Plan to designate and re-designate the beneficiary(ies) to receive my Plan benefit in the event of my death, I hereby assign the following beneficiary(ies) to receive such benefit in the order of priority as indicated below. Additionally, because this designation may be invalidated due to a change in my marital status, I understand that I should complete a new Beneficiary Designation Form in the event of such change.

3. Beneficiary Designation

Please select one:

☐ NEW ENROLLMENT ☐ CHANGE OF BENEFICIARY DESIGNATION ☐ NO CHANGE

Agency Name

Your Full Name (First Middle Last)

Social Security Number

PRIMARY BENEFICIARY

* If you are legally married (common law not recognized as legal marriage), you must name your spouse as the sole Primary Beneficiary, unless your spouse completes the Spousal Consent To Waiver As Primary Beneficiary Form (provided by plan administrator upon request). If this is a change in marital status, a Divorce Decree and/or a Marriage Certificate must be submitted to change the current Primary Beneficiary on record.

Marital Status: ☐ Not Married ☐ Legally Married*

Full Name	Date of Birth	Social Security No.	Relationship to Employee	Share %
If applicable, FBO (For the Benefit Of) Full Name of Minor Child				
If applicable, FBO (For the Benefit Of) Full Name of Minor Child				
If applicable, FBO (For the Benefit Of) Full Name of Minor Child				
If applicable, FBO (For the Benefit Of) Full Name of Minor Child				

Submit a separate document if you are designating additional beneficiaries. Please ensure that all information requested above is included and that the share designation adds up to 100%.

SECONDARY BENEFICIARY

Full Name	Date of Birth	Social Security No.	Relationship to Employee	Share %
If applicable, FBO (For the Benefit Of) Full Name of Minor Child				
If applicable, FBO (For the Benefit Of) Full Name of Minor Child				
If applicable, FBO (For the Benefit Of) Full Name of Minor Child				
If applicable, FBO (For the Benefit Of) Full Name of Minor Child				

Submit a separate document if you are designating additional beneficiaries. Please ensure that all information requested above is included and that the share designation adds up to 100%.

Authorization

By signing below, I acknowledge that I had the opportunity to review the Summary Plan Description and investment information and that I understand the provisions of the Commonwealth of the Northern Mariana Islands Government Defined Contribution Plan.

PARTICIPANT SIGNATURE: _____ DATE: ____/____/____

AUTHORIZED PLAN ADMINISTRATOR: _____ DATE: ____/____/____

☎ (670) 235-2724/5 ☒ PMB 201 PO Box 1001 Saipan, MP 96950 🌐 www.ascstrust.com



CNMI Government 401(a) and 457 Defined Contribution Savings Plan Enrollment / Change Form

The next two pages contains your options on how you wish to direct your investments. Please select only ONE of the options listed. If no selection is made, your account will be defaulted into a Target Date Profile described in Option A.

4. Investment Selection

Please select one:

☐ NEW ENROLLMENT ☐ CHANGE OF INVESTMENT SELECTION ☐ NO CHANGE

Agency Name _____

Your Full Name (First Middle Last) _____

Social Security Number _____

☐ **OPTION A: Target Date Profiles** - I choose to be in a Select Target Date Profile (TDP) investment. I understand that by selecting this option, ASC will automatically setup my investments that is in line with my age and projected years toward retirement as illustrated in the chart below. Based on my age, ASC will allocate my account according to one of the following target date profiles below. I understand that my existing balance will be transferred to this election unless initiated here _____.

Date of Birth:

____ / ____ / ____
month day year

☐ **OPTION B: Risk-Based Profiles** - Allocate my account according to the profile selected below. For detailed profile information and Prospectuses, please visit our website at www.ascstrust.com or contact ASC. I understand that my existing balance will be transferred to this election unless initiated here _____.

FUND SELECTION (Select One)

- ☐ Conservative Fund
☐ Balanced Fund
☐ Growth for Retirement (Aggressive)

☐ **OPTION C: Individual Investment Election** - Allocate my account according to the percentages indicated below that add up to 100%. For more information on individual mutual funds, log onto www.morningstar.com, or contact our office for an in-depth Prospectus Report. I understand that my existing balance will be transferred to this election unless initiated here _____.

For each major investment style, we offer active and passive management options. Passive Funds are low cost funds that mirror the market they are following. Active Funds attempt to outperform the market or have less risk for similar returns. These funds typically have higher management fees.

Allocation	Style	Fund Name	Management	Ticker	Fee
%	Liquidity - Money Market	Fidelity Money Market	Active	FMPXX	0.21%
%	Liquidity - Stable Value	Stable Value Fund	Active	*	*
%	Bonds - Core Fixed Income	Vanguard Total Bond Index	Passive	VBIX	0.07%
%	Bonds - Core Plus Income	MetWest Total Return Fund	Active	MWTIX	0.40%
%	US Equity Large Cap Value	JP Morgan Equity Income Select	Active	HLIEX	0.79%
%	US Equity Large Cap Blend	Vanguard Institutional Index	Passive	VINIX	0.04%
%	US Equity Large Cap Growth	Harbor Capital Appreciation	Active	HACAX	0.65%
%	US Equity Mid Cap Blend	J.Hancock Disciplined Val Mid Cap	Active	JVMRX	0.76%
%	US Equity Mid Cap Growth	Carillon Eagle Mid Cap Growth	Active	HRAUX	0.78%
%	US Equity Mid Cap Blend	Vanguard Mid Cap Index I	Passive	VMCIX	0.07%
%	US Equity Small Cap Value	DFA US Small Cap Value I	Active	DFSVX	0.52%
%					
%	Int'l Equity Large Cap Value	MFS International Value	Active	MINIX	0.82%
%	Int'l Equity Large Blend	Vanguard Total Int'l Stock	Passive	VTSNX	0.12%
%	Foreign Large Growth	MFS International Growth I	Active	MQGIX	0.95%

If the investment style you are looking for is not listed above, contact our office for additional fund options.

Authorization

By signing below, I acknowledge that I had the opportunity to review the Summary Plan Description and investment information and that I understand the provisions of the Commonwealth of the Northern Mariana Islands Government Defined Contribution Plan.

PARTICIPANT SIGNATURE: _____ DATE: ____/____/____

AUTHORIZED PLAN ADMINISTRATOR: _____ DATE: ____/____/____

☎ (670) 235-2724/5 ✉ PMB 201 PO Box 1001 Saipan, MP 96950 🌐 www.ascstrust.com



CNMI Government 401(a) and 457 Defined Contribution Savings Plan Enrollment / Change Form

This page contains a list of our Specialty Funds. These investments should only be used by participants who are sophisticated investors and/or under the guidance of an individual investment advisor.

* Investment Selection—Specialty Funds *

Please select one:

☐ NEW ENROLLMENT ☐ CHANGE OF INVESTMENT SELECTION ☐ NO CHANGE

Agency Name

Your Full Name (First Middle Last)

Social Security Number

☐ **OPTION D: Specialty Funds** - Allocate my account according to the percentages indicated below that add up to 100%.

For more information on individual mutual funds, log onto www.morningstar.com, or contact our office for an in-depth Prospectus Report. I understand that my existing balance will be transferred to this election unless initiated here _____.

FUND SELECTION (Enter % amounts that add up to 100%)	Fund Name	Ticker Symbol	Fee
% GNMA	Vanguard GNMA	VFUX	0.11%
% Long Term Bond	Delaware Extended Duration Bond Inst	DEEIX	0.76%
% Inflation Protected Bond	BlackRock Inflation Protected Bond Instl	BPRIX	0.57%
% MultiSector Bond	Pioneer Strategic Income Y	STRYX	0.73%
% High Yield Bond	Neuberger Berman High Yield	NRHIX	0.61%
% World Bond	Templeton Global Bond	TGBAX	0.66%
% Emerging Market Bond	Goldman Sachs Emerging Mkt Debt Inst	GSDIX	0.91%
% Emerging Market Equity	Virtus Emerging Markets Opportunities I	HIEMX	1.30%
% Non-U.S. Small Cap Equity	Touchstone International Small Cap	TNSIX	2.07%
% Real Estate	DFA Global Real Estate Securities Port	DFGEX	0.24%
% Gold	iShares Gold	IAU	0.25%
% Natural Resources	Van Eck Global Hard Assets	GHAYX	1.16%
% Healthcare	BlackRock Health Sciences	SHSSX	0.99%
% Technology	Fidelity Select Software and Comp.	FSCSX	0.77%
% China	Matthews China	MCHFX	1.12%
% OTHER:			
% OTHER:			
% OTHER:			
% OTHER:			

Authorization

By signing below, I acknowledge that I had the opportunity to review the Summary Plan Description and investment information and that I understand the provisions of the Commonwealth of the Northern Mariana Islands Government Defined Contribution Plan.

PARTICIPANT SIGNATURE: _____ DATE: ____/____/____

AUTHORIZED PLAN ADMINISTRATOR: _____ DATE: ____/____/____

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Specialty List
8/2014/7/2017

Appendix 3(k): PSS/BOE Physician's Medical Examination Verification Form



CNMI PUBLIC SCHOOL SYSTEM – BOARD OF EDUCATION PHYSICIAN OR HEALTH CARE PROVIDER MEDICAL EXAMINATION VERIFICATION FORM

I have conducted a medical examination upon _____
Name

And it is in my opinion that (s)he does not have a physical or mental impairment that either (*please mark box that applies*):

- ☐ Prevents him/her from being able to safely and effectively perform all essential job-related functions once reasonable accommodations are provided by the employer, or
- ☐ Poses a significant risk or substantial harm to the health or safety of the employee or other people in the work place that cannot be eliminated or reduced by reasonable accommodations.

- | |
|---|
| ☐ Tuberculosis screening is completed. |
| ☐ The applicant is free of tuberculosis. |

Additional comments:

Print Name of Physician **OR**
Health Care Provider

Signature

Date

Address	City	State	Zip Code
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Required Hospital or Health Care Provider's Official Seal or Stamp Here:

Appendix 4: Family Medical Leave Act Form(s)

Appendix 4(a): Certification of Health Care Provider for Employee's Serious Health Condition under the FMLA

Certification of Health Care Provider for Employee's Serious Health Condition under the Family and Medical Leave Act

U.S. Department of Labor
Wage and Hour Division



**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.**

OMB Control Number: 1235-0003
Expires: 6/30/2026

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee at least 15 calendar days to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the [WHD website](http://www.dol.gov/agencies/whd/fmla) at www.dol.gov/agencies/whd/fmla.

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you may not request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1). If the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: _____
First Middle Last

(2) Employer name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)

(3) The medical certification must be returned by _____ (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

(4) Employee's job title: _____ Job description ☐ is / ☐ is not attached.

Employee's regular work schedule: _____

Statement of the employee's essential job functions: _____

(The essential functions of the employee's position are determined with reference to the position the employee held at the time the employee notified the employer of the need for leave or the leave started, whichever is earlier.)

SECTION II - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form. Your patient has requested leave under the FMLA. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of the employee. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. For more information about the definitions of a serious health condition under the FMLA, see the chart on page 4.

You also may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Employee Name: _____

Health Care Provider's name: (Print) _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: _____ Fax: _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition(s) for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) State the approximate date the condition started or will start: _____ (mm/dd/yyyy)

(2) Provide your **best estimate** of how long the condition lasted or will last: _____

(3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

☐ **Inpatient Care:** The patient (☐ has been / ☐ is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

☐ **Incapacity plus Treatment:** (e.g. outpatient surgery, strep throat)

Due to the condition, the patient (☐ has been / ☐ is expected to be) incapacitated for **more than three** consecutive, full calendar days from: _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).

The patient (☐ was / ☐ will be) seen on the following date(s): _____

The condition (☐ has / ☐ has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment).

☐ **Pregnancy:** The condition is pregnancy. List the expected delivery date: _____ (mm/dd/yyyy).

☐ **Chronic Conditions:** (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

☐ **Permanent or Long Term Conditions:** (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

☐ **Conditions requiring Multiple Treatments:** (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.

☐ **None of the above:** If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

Employee Name: _____

(4) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis)

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage.

(5) Due to the condition, the patient (☐ had / ☐ will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): _____

(6) Due to the condition, the patient (☐ was / ☐ will be) **referred to other health care provider(s)** for evaluation or treatment(s).

State the nature of such treatments: (e.g. cardiologist, physical therapy) _____

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy).

for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery (e.g. 3 days/week)

(7) Due to the condition, it is medically necessary for the employee to work a **reduced schedule**.

Provide your **best estimate** of the reduced schedule the employee is able to work. From _____ (mm/dd/yyyy)

to _____ (mm/dd/yyyy) the employee is able to work: (e.g., 5 hours/day, up to 25 hours a week)

(8) Due to the condition, the patient (☐ was / ☐ will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy).

for the period of incapacity.

(9) Due to the condition, it (☐ was / ☐ is / ☐ will be) medically necessary for the employee to be absent from work on an intermittent basis (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per

(☐ day ☐ week ☐ month) and are likely to last approximately _____ (☐ hours ☐ days) per episode.

Employee Name: _____

PART C: Essential Job Functions

If provided, the information in Section I question #4 may be used to answer this question. If the employer fails to provide a statement of the employee's essential functions or a job description, answer these questions based upon the employee's own description of the essential job functions. An employee who must be absent from work to receive medical treatment(s), such as scheduled medical visits, for a serious health condition is considered to be **not able** to perform the essential job functions of the position during the absence for treatment(s).

(10) Due to the condition, the employee (☐ was not able / ☐ is not able / ☐ will not be able) to perform **one or more** of the essential job function(s). Identify at least one essential job function the employee is not able to perform:

Signature of Health Care Provider  Date: _____ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)
Inpatient Care • An overnight stay in a hospital, hospice, or residential medical care facility. • Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
Incapacity Plus Treatment: A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either: - o Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or, - o At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.
Chronic Conditions: Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.
Permanent or Long-term Conditions: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.
Conditions Requiring Multiple Treatments: Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

Appendix 4(b): Certification of Health Care Provider for Family Member's Serious Health Condition under the FMLA

Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act

U.S. Department of Labor
Wage and Hour Division



**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.**

OMB Control Number: 1235-0003
Expires: 6/30/2026

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave to care for a family member with a serious health condition to submit a medical certification issued by the family member's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the [WHD website](http://www.dol.gov/agencies/whd/fmla) at www.dol.gov/agencies/whd/fmla.

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you may not request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: _____
First Middle Last

(2) Employer name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)

(3) The medical certification must be returned by _____ (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE

Please complete and sign Section II before providing this form to your family member or your family member's health care provider. The FMLA allows an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of your family member. If requested by your employer, your response is required to obtain or retain the benefit of the FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). **You are responsible for making sure the medical certification is provided to your employer within the time frame requested, which must be at least 15 calendar days.** 29 C.F.R. §§ 825.305-825.306. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA leave request. 29 C.F.R. § 825.313.

(1) Name of the family member for whom you will provide care: _____

(2) Select the relationship of the family member to you. The family member is your:

- ☐ Spouse ☐ Parent ☐ Child, under age 18
☐ Child, age 18 or older and incapable of self-care because of a mental or physical disability

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include in loco parentis relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

Employee Name: _____

(3) Briefly describe the care you will provide to your family member: (Check all that apply)

- ☐ Assistance with basic medical, hygienic, nutritional, or safety needs ☐ Transportation
☐ Physical Care ☐ Psychological Comfort ☐ Other: _____

(4) Give your best estimate of the amount of leave needed to provide the care described:

(5) If a reduced work schedule is necessary to provide the care described, give your best estimate of the reduced schedule you are able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy), I am able to work
_____ (hours per day) _____ (days per week)

Employee Signature  _____ Date _____ (mm/dd/yyyy)

SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form below. A family member of your patient has requested leave under the FMLA to care for your patient. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a family member with a serious health condition. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. For more information about the definitions of a serious health condition under the FMLA, see the chart at the end of the form.

You also may, but are not required to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Health Care Provider's name: (Print) _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: _____ Fax: _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition for which the employee is seeking FMLA leave. Your answers should be your best estimate based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) Patient's Name: _____

(2) State the approximate date the condition started or will start: _____ (mm/dd/yyyy)

(3) Provide your best estimate of how long the condition lasted or will last: _____

(4) For FMLA to apply, care of the patient must be medically necessary. Briefly describe the type of care needed by the patient (e.g., assistance with basic medical, hygienic, nutritional, safety, transportation needs, physical care, or psychological comfort).

Employee Name: _____

(5) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

☐ **Inpatient Care:** The patient (☐ has been / ☐ is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

☐ **Incapacity plus Treatment:** (e.g. outpatient surgery, strep throat)

Due to the condition, the patient (☐ has been / ☐ is expected to be) incapacitated for more than three consecutive, full calendar days from: _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).

The patient (☐ was / ☐ will be) seen on the following date(s): _____

The condition (☐ has / ☐ has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)

☐ **Pregnancy:** The condition is pregnancy. List the expected delivery date: _____ (mm/dd/yyyy).

☐ **Chronic Conditions:** (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

☐ **Permanent or Long Term Conditions:** (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

☐ **Conditions requiring Multiple Treatments:** (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.

☐ **None of the above:** If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

(6) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis)

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine if the benefits and protections of the FMLA apply.

(7) Due to the condition, the patient (☐ had / ☐ will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): _____

(8) Due to the condition, the patient (☐ was / ☐ will be) **referred to other health care provider(s)** for evaluation or treatment(s).

State the nature of such treatments: (e.g. cardiologist, physical therapy) _____

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery (e.g. 3 days/week)

Employee Name: _____

(9) Due to the condition, the patient (☐ was / ☐ will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the period of incapacity.

(10) Due to the condition, it (☐ was / ☐ is / ☐ will be) medically necessary for the employee to be absent from work to provide care for the patient on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (☐ day ☐ week ☐ month) and are likely to last approximately _____ (☐ hours ☐ days) per episode.

Signature of Health Care Provider  Date: _____ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)

Inpatient Care

- An overnight stay in a hospital, hospice, or residential medical care facility.
- Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.

Continuing Treatment by a Health Care Provider (any one or more of the following)

Incapacity Plus Treatment: A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either:

- o Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,
- o At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.

Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.

Chronic Conditions: Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.

Permanent or Long-term Conditions: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.

Conditions Requiring Multiple Treatments: Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

Appendix 5: Notice of Retroactive Designation of FMLA

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS



PUBLIC SCHOOL SYSTEM

PO BOX 501370, SAIPAN, MP. 96950 • TEL (670) 237-3061 • FAX (670) 664-3845

www.cnmipss.org | [CNMI Public School System](https://www.facebook.com/CNMI-Public-School-System) | [cnmipss](https://www.instagram.com/cnmipss)



Lawrence F. Camacho, Ed.D.
COMMISSIONER OF EDUCATION
pss.coe@cnmipss.org

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Ronald Snyder, EdD
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Jane Nicole ~~Moxunder~~
Student Representative

September 12, 2024

To: [Employee Name]

Fr: Human Resources Director, Lucretia B. Deleon Guerrero

Re: Notice of Retroactive Designation of Family and Medical Leave Act (FMLA) Leave

Mr./Ms. [Employee Name]

This letter and the attached documents are provided to you as notification that the CNMI Public School System is retroactively designating [X] *your current period of leave and/or* [X] *previous period(s) of leave* as FMLA leave (check one or both).

Those period(s) of leave you have taken/are taking in the previous 365 days include:

During Pay Periods Ending 12/20/2020-01/02/2021: 2 days
During Pay Periods Ending 01/17/2021-01/30/2021: 2 weeks
During Pay Periods Ending 02/14/2021-02/27/2021: 2 weeks
During Pay Periods Ending 02/28/2021-03/13/2021: 2 weeks
During Pay Periods Ending 03/14/2021-03/27/2021: 2 weeks
During Pay Periods Ending 03/28/2021-04/10/2021: 2 weeks
During Pay Periods Ending 04/11/2021-04/24/2021: 2 weeks
During Pay Periods Ending 04/25/2021-05/08/2021: 2 weeks
During Pay Periods Ending 05/09/2021-05/22/2021: 2 weeks
During Pay Periods Ending 05/23/2021-06/05/2021: 2 weeks
During Pay Periods Ending 08/01/2021-08/14/2021: 2 days
During Pay Periods Ending 08/15/2021-08/28/2021: 3 days

Total: 190 days, or 19 weeks / 2 days.

If you would like more detailed information, such as specific days of leave taken instead of number of days taken per pay period, please let me know. This information can be promptly provided.

The Family and Medical Leave Act provides employees with 12 weeks per 365-day rolling year of unpaid leave to care for an employee's serious health condition or that of their immediate family as defined by the FMLA. Those 12 weeks run concurrently with all other types of leave an employee is entitled to, including but not limited to Annual Leave, Sick Leave, Advanced Annual Leave, Advanced Sick Leave, Sick Leave Donation, and Compensatory Time Off.

Our records indicate that, as of today, you have **NONE** weeks of FMLA leave still available. This represents 12 weeks less any eligible leave taken in the previous 365 days.

As such, you are currently on "LWOP/AWOL" leave with no FMLA leave remaining.

If you have any questions, please let me know.

Sincerely,

Lucretia B. Deleon Guerrero
Director
Human Resources Office

Attachments:

Notice & Rights and Responsibilities for Taking FMLA Leave
Designation Notice for FMLA

STUDENTS FIRST • EDUCATORS ALWAYS

All CNMI Public Schools are accredited by the North Central Association on Accreditation and School Improvement, an accreditation division of 

Appendix 6: FMLA Notice of Eligibility & Rights and Responsibilities

Notice of Eligibility & Rights and Responsibilities under the Family and Medical Leave Act

U.S. Department of Labor
Wage and Hour Division



DO NOT SEND TO THE DEPARTMENT OF LABOR.
PROVIDE TO EMPLOYEE.

OMB Control Number: 1235-0003
Expires: 6/30/2026

In general, to be eligible to take leave under the Family and Medical Leave Act (FMLA), an employee must have worked for an employer for at least 12 months, meet the hours of service requirement in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. §§ 825.300(b), (c) which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

Date: _____ (mm/dd/yyyy)

From: _____ (Employer) To: _____ (Employee)

On _____ (mm/dd/yyyy), we learned that you need leave (beginning on) _____ (mm/dd/yyyy)
for one of the following reasons: (Select as appropriate)

- ☐ The birth of a child, or placement of a child with you for adoption or foster care, and to bond with the newborn or newly-placed child
- ☐ Your own serious health condition
- ☐ You are needed to care for your family member due to a serious health condition. Your family member is your:
 - ☐ Spouse ☐ Parent ☐ Child under age 18 ☐ Child 18 years or older and incapable of self-care because of a mental or physical disability
- ☐ A qualifying exigency arising out of the fact that your family member is on covered active duty or has been notified of an impending call or order to covered active duty status. Your family member on covered active duty is your:
 - ☐ Spouse ☐ Parent ☐ Child of any age
- ☐ You are needed to care for your family member who is a covered servicemember with a serious injury or illness. You are the servicemember's:
 - ☐ Spouse ☐ Parent ☐ Child ☐ Next of kin

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

SECTION I – NOTICE OF ELIGIBILITY

This Notice is to inform you that you are:

- ☐ **Eligible** for FMLA leave. (See Section II for any Additional Information Needed and Section III for information on your Rights and Responsibilities.)
- ☐ **Not eligible** for FMLA leave because: (Only one reason need be checked)
 - ☐ You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately: _____ towards this requirement.
(months)
 - ☐ You have not met the FMLA's 1,250 hours of service requirement. As of the first date of requested leave, you will have worked approximately: _____ towards this requirement.
(hours of service)

Employee Name: _____

☐ You are an airline flight crew employee and you have not met the special hours of service eligibility requirements for airline flight crew employees as of the first date of requested leave (i.e., worked or been paid for at least 60% of your applicable monthly guarantee, and worked or been paid for at least 504 duty hours.)

☐ You do not work at and/or report to a site with 50 or more employees within 75-miles as of the date of your request.

If you have any questions, please contact: _____ (Name of employer representative)

at _____ (Contact information).

SECTION II – ADDITIONAL INFORMATION NEEDED

As explained in Section I, you meet the eligibility requirements for taking FMLA leave. Please review the information below to determine if additional information is needed in order for us to determine whether your absence qualifies as FMLA leave. Once we obtain any additional information specified below we will inform you, **within 5 business days**, whether your leave will be designated as FMLA leave and count towards the FMLA leave you have available. **If complete and sufficient information is not provided in a timely manner, your leave may be denied.**

(Select as appropriate)

☐ No additional information requested. If no additional information requested, go to Section III.

☐ We request that the leave be supported by a certification, as identified below.

☐ Health Care Provider for the Employee

☐ Health Care Provider for the Employee's Family Member

☐ Qualifying Exigency

☐ Serious Illness or Injury (Military Caregiver Leave)

Selected certification form is ☐ attached / ☐ not attached.

If requested, medical certification must be returned by _____ (mm/dd/yyyy) (Must allow at least 15 calendar days from the date the employer requested the employee to provide certification, unless it is not feasible despite the employee's diligent, good faith efforts.)

☐ We request that you provide reasonable documentation or a statement to establish the relationship between you and your family member, including *in loco parentis* relationships (as explained on page one). The information requested must be returned to us by _____ (mm/dd/yyyy). You may choose to provide a simple statement of the relationship or provide documentation such as a child's birth certificate, a court document, or documents regarding foster care or adoption-related activities. Official documents submitted for this purpose will be returned to you after examination.

☐ Other information needed (e.g. documentation for military family leave): _____

The information requested must be returned to us by _____ (mm/dd/yyyy).

If you have any questions, please contact: _____ (Name of employer representative)

at _____ (Contact information).

SECTION III – NOTICE OF RIGHTS AND RESPONSIBILITIES

Part A: FMLA Leave Entitlement

You have a right under the FMLA to take unpaid, job-protected FMLA leave in a 12-month period for certain family and medical reasons, including up to **12 weeks** of unpaid leave in a 12-month period for the birth of a child or placement of a child for adoption or foster care, for leave related to your own or a family member's serious health condition, or for certain qualifying exigencies related to the deployment of a military member to covered active duty. You also have a right

Employee Name: _____

under the FMLA to take up to **26 weeks** of unpaid, job-protected FMLA leave in a single 12-month period to care for a covered servicemember with a serious injury or illness (*Military Caregiver Leave*).

The 12-month period for FMLA leave is calculated as: *(Select as appropriate)*

- ☐ The calendar year (January 1st - December 31st)
- ☐ A fixed leave year based on _____
(e.g., a fiscal year beginning on July 1 and ending on June 30)
- ☐ The 12-month period measured forward from the date of your first FMLA leave usage.
- ☐ A "rolling" 12-month period measured backward from the date of any FMLA leave usage. *(Each time an employee takes FMLA leave, the remaining leave is the balance of the 12 weeks not used during the 12 months immediately before the FMLA leave is to start.)*

If applicable, the single 12-month period for *Military Caregiver Leave* started on _____ (mm/dd/yyyy).

You ☐ **are** / ☐ **are not** considered a key employee as defined under the FMLA. Your FMLA leave cannot be denied for this reason; however, we may not restore you to employment following FMLA leave if such restoration will cause substantial and grievous economic injury to us.

We ☐ have / ☐ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. Additional information will be provided separately concerning your status as key employee and restoration.

Part B: Substitution of Paid Leave – When Paid Leave is Used at the Same Time as FMLA Leave

You have a right under the FMLA to request that your accrued paid leave be substituted for your FMLA leave. This means that you can request that your accrued paid leave run concurrently with some or all of your unpaid FMLA leave, provided you meet any applicable requirements of our leave policy. Concurrent leave use means the absence will count against both the designated paid leave and unpaid FMLA leave at the same time. If you do not meet the requirements for taking paid leave, you remain entitled to take available unpaid FMLA leave in the applicable 12-month period. Even if you do not request it, the FMLA allows us to require you to use your available sick, vacation, or other paid leave during your FMLA absence.

(Check all that apply)

- ☐ **Some or all of your FMLA leave will not be paid.** Any unpaid FMLA leave taken will be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- ☐ **You have requested to use some or all of your available paid leave** *(e.g., sick, vacation, PTO)* during your FMLA leave. Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- ☐ **We are requiring you to use some or all of your available paid leave** *(e.g., sick, vacation, PTO)* during your FMLA leave. Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- ☐ **Other:** *(e.g., short- or long-term disability, workers' compensation, state medical leave law, etc.)* _____
Any time taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

The applicable conditions for use of paid leave include: _____.

For more information about conditions applicable to sick/vacation/other paid leave usage please refer to _____

_____ available at: _____.

Employee Name: _____

Part C: Maintain Health Benefits

Your health benefits must be maintained during any period of FMLA leave under the same conditions as if you continued to work. During any paid portion of FMLA leave, your share of any premiums will be paid by the method normally used during any paid leave. During any unpaid portion of FMLA leave, you must continue to make any normal contributions to the cost of the health insurance premiums. To make arrangements to continue to make your share of the premium payments on your health insurance while you are on any unpaid FMLA leave, contact _____ at _____.

You have a minimum grace period of (☐ 30-days or ☐ _____ indicate longer period, if applicable) in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

You may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave if you do not return to work following **unpaid** FMLA leave for a reason other than: the continuation, recurrence, or onset of your or your family member's serious health condition which would entitle you to FMLA leave; or the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or other circumstances beyond your control.

Part D: Other Employee Benefits

Upon your return from FMLA leave, your other employee benefits, such as pensions or life insurance, must be resumed in the same manner and at the same levels as provided when your FMLA leave began. To make arrangements to continue your employee benefits while you are on FMLA leave, contact _____ at _____.

Part E: Return-to-Work Requirements

You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. An equivalent position is one that is virtually identical to your former position in terms of pay, benefits, and working conditions. At the end of your FMLA leave, all benefits must also be resumed in the same manner and at the same level provided when the leave began. You do not have return-to-work rights under the FMLA if you need leave beyond the amount of FMLA leave you have available to use.

Part F: Other Requirements While on FMLA Leave

While on leave you (☐ will be / ☐ will not be) required to furnish us with periodic reports of your status and intent to return to work every _____.

(Indicate interval of periodic reports, as appropriate for the FMLA leave situation).

If the circumstances of your leave change and you are able to return to work earlier than expected, you will be required to notify us at least two workdays prior to the date you intend to report for work.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. EMPLOYEE INFORMATION.

Appendix 7: Designation Notice Under the FMLA

Designation Notice under the Family and Medical Leave Act

U.S. Department of Labor
Wage and Hour Division



**DO NOT SEND TO THE DEPARTMENT OF LABOR.
PROVIDE TO EMPLOYEE.**

OMB Control Number: 1235-0003

Expires: 6/30/2026

Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient. While use of this form is optional, a fully completed Form WH-382 provides employees with the information required by 29 C.F.R. §§ 825.300(d), 825.301, and 825.305(c), which must be provided within five business days of the employer having enough information to determine whether the leave is for an FMLA-qualifying reason. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I - EMPLOYER

The employer is responsible in **all** circumstances for designating leave as FMLA-qualifying and giving notice to the employee. Once an eligible employee communicates a need to take leave for an FMLA-qualifying reason, an employer may not delay designating such leave as FMLA leave, and neither the employee nor the employer may decline FMLA protection for that leave.

Date: _____ (mm/dd/yyyy)

From: _____ (Employer) To: _____ (Employee)

On _____ (mm/dd/yyyy) we received your most recent information to support your need for leave due to:
(Select as appropriate)

- ☐ The birth of a child, or placement of a child with you for adoption or foster care, and to bond with the newborn or newly-placed child
- ☐ Your own serious health condition
- ☐ The serious health condition of your spouse, child, or parent
- ☐ A qualifying exigency arising out of the fact that your spouse, child, or parent is on covered active duty or has been notified of an impending call or order to covered active duty with the Armed Forces
- ☐ A serious injury or illness of a covered servicemember where you are the servicemember's spouse, child, parent, or next of kin (Military Caregiver Leave)

We have reviewed information related to your need for leave under the FMLA along with any supporting documentation provided and decided that your FMLA leave request is: (Select as appropriate)

- ☐ **Approved.** All leave taken for this reason will be designated as FMLA leave. Go to Section III for more information.
- ☐ **Not Approved:** (Select as appropriate)
 - ☐ The FMLA does not apply to your leave request.
 - ☐ As of the date the leave is to start, you do not have any FMLA leave available to use.
 - ☐ Other _____
- ☐ **Additional information** is needed to determine if your leave request qualifies as FMLA leave. (Go to Section II for the specific information needed. If your FMLA leave request is approved and no additional information is needed, go to Section III.)

SECTION II - ADDITIONAL INFORMATION NEEDED

We need additional information to determine whether your leave request qualifies under the FMLA. Once we obtain the additional information requested, we will inform you **within 5 business days** if your leave will or will not be designated as FMLA leave and count towards the amount of FMLA leave you have available. **Failure to provide the additional information as requested may result in a denial of your FMLA leave request.**

If you have any questions, please contact: _____ at _____
(Name of employer FMLA representative) (Contact information)

Incomplete or Insufficient Certification

The certification you have provided is incomplete and/or insufficient to determine whether the FMLA applies to your leave request. (Select as applicable)

- ☐ The certification provided is incomplete and we are unable to determine whether the FMLA applies to your leave request. "Incomplete" means one or more of the applicable entries on the certification have not been completed.

Employee Name: _____

- ☐ The certification provided is insufficient to determine whether the FMLA applies to your leave request. "Insufficient" means the information provided is vague, unclear, ambiguous or non-responsive.

Specify the information needed to make the certification complete and/or sufficient: _____

You must provide the requested information no later than (provide at least 7 calendar days) _____ (mm/dd/yyyy), unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.

Second and Third Opinions

- ☐ We request that you obtain a (☐ second / ☐ third opinion) medical certification at our expense, and we will provide further details at a later time. *Note: The employee or the employee's family member may be requested to authorize the health care provider to release information pertaining only to the serious health condition at issue.*

SECTION III – FMLA LEAVE APPROVED

As explained in Section I, your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave and will count against the amount of FMLA leave you have available to use in the applicable 12-month period. The FMLA requires that you notify us as soon as practicable if the dates of scheduled leave change, are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against the total amount of FMLA leave you have available to use in the applicable 12-month period: (Select as appropriate)

- ☐ Provided there is no change from your anticipated FMLA leave schedule, the following number of hours, days, or weeks will be counted against your leave entitlement: _____.
- ☐ Because the leave you will need will be **unscheduled**, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised: (check all that apply)

- ☐ **Some or all of your FMLA leave will not be paid.** Any unpaid FMLA leave taken will be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- ☐ **Based on your request, some or all of your available paid leave (e.g., sick, vacation, PTO) will be used during your FMLA leave.** Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- ☐ **We are requiring you to use some or all of your available paid leave (e.g., sick, vacation, PTO) during your FMLA leave.** Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- ☐ **Other:** _____
(e.g., Short- or long-term disability, workers' compensation, state medical leave law, etc.) Any time taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

Return-to-work requirements. To be restored to work after taking FMLA leave, you (☐ will be / ☐ will not be) required to provide a certification from your health care provider (fitness-for-duty certification) that you are able to resume work. This request for a fitness-for-duty certification is *only* with regard to the particular serious health condition that caused your need for FMLA leave. **If such certification is not timely received, your return to work may be delayed until the certification is provided.**

A list of the essential functions of your position (☐ is / ☐ is not) attached. If attached, the fitness-for-duty certification must address your ability to perform the essential job functions.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(d), (e). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. EMPLOYEE INFORMATION.

Appendix 8: Job Vacancy Announcement Request Form

Date :

To : _____, Commissioner of Education
Approve/Disapprove _____

From : School or Program Supervisors Position Title & Location

Subject: Request for Job Vacancy Announcement for (insert position title)

This serves as an official request for your approval to announce the _____ position(s) at _____ (Insert school/program location) for/during school year _____ (insert school year).

Position Title	Vacated By: (Vice)	Funding Source (Local or Federal)	Effective Date

_____ (Employee Name) _____ (resigned, completed contract, was issues 90 days Notice of Non-Renewal, Retired or Terminated) from _____ (his/her) position. It is critical/necessary that the _____ (position title) position is announced and filled. That will ensure student learning/school operations is not disrupted.

Your consideration and approval to this request is greatly appreciated.

Should you have any questions, you can reach me at (670) _____ - _____ or via email at _____.

Sincerely,

School/ Program Supervisor Name

Cc: HRO|

Appendix 9: Employment Application and Checklist

Appendix 9(a): Certified Employment Application



CNMI PUBLIC SCHOOL SYSTEM HUMAN RESOURCES OFFICE

CERTIFIED EMPLOYMENT APPLICATION

Cover Page

LIST OF DOCUMENTS TO ATTACH TO THIS APPLICATION

1. ☐ High School Diploma/College Degree
2. ☐ Official Transcript (Original) from a U.S. accredited college or university.
***If Non- U.S. degree accredited see No. 7 below*
3. ☐ Valid CNMI State Board of Education (Teaching, Counseling, Librarian) Certificate
4. ☐ Resume
5. ☐ Original Police Clearance from place of residence for the last six (6) months.
6. ☐ Pass PRAXIS II Content Knowledge Test ("Pass" means meeting CNMI cut score or higher).
7. ☐ Transcript Evaluation results from any NACES member (National Association of Credential Evaluation Services). **For Non-USA Accredited degrees only – see attachment after page 11.**
8. ☐ Verification of Employment (From previous employers including dates of employment and position title)
9. ☐ Medical Certificate (upon hire)
10. ☐ Other: _____

*** **ALL APPLICATIONS WILL BE KEPT FOR 180 DAYS ONLY**
To expedite a review of your employment application, you must submit the above required documents.

Human Resources Office will **NOT PROCESS** any incomplete applications.

For HRO use only
Last Name: _____ First Name: _____ MI: _____
Date Received: _____ Date: Expiration: _____



COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

STATE BOARD OF EDUCATION
PUBLIC SCHOOL SYSTEM
P.O. BOX 501370
SAIPAN, MP 96950



POLICY OF NONDISCRIMINATION

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

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

E-mail 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. Please include any name changes, if applicable.
2. Have you ever been employed by PSS in the past? Yes ☐ No ☐
If yes, please give dates of employment, and position(s) held. Please include any name changes, if applicable.
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.
4. Do you have any commitments to another employer that might affect your employment with PSS? If yes, explain on a separate sheet of paper and attach it. Yes ☐ No ☐
5. If hired, can you furnish proof that you are 18 years of age or older? If no, explain on a separate sheet of paper and attach it. Yes ☐ No ☐
6. If hired, can you furnish proof that you are eligible to work in the Commonwealth of the Northern Mariana Islands as a resident worker (U.S. citizen, national, spouse of a U.S. citizen or national, or Compact of Free Assn. citizen)? 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. *Note: a "yes" answer will not automatically disqualify you from employment* . If yes, explain on a separate sheet of paper and attach it.

Yes ☐

No ☐

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

Yes ☐

No ☐

13. EMPLOYMENT HISTORY

PRESENT & FORMER EMPLOYERS			
(List Most Recent First)		MAY CONTACT YOUR PRESENT EMPLOYER. ____ Yes ____ NO	
1. Company Name		Job Title & Duties	
Address		Dates of Employment	From To
City, State, Zip		Reason for Leaving	
Supervisor (Name, phone number and email)		Your Name When Employed, If Different From Present Name	
2. Company Name		Job Title & Duties	
Address		Dates of Employment	From To
City, State, Zip		Reason for Leaving	
Supervisor (Name, phone number and email)		Your Name When Employed, If Different From Present Name	
3. Company Name		Job Title & Duties	
Address		Dates of Employment	From To
City, State, Zip		Reason for Leaving	
Supervisor (Name, phone number and email)		Your Name When Employed, If Different From Present Name	
4. Company Name		Job Title & Duties	
Address		Dates of Employment	From To
City, State, Zip		Reason for Leaving	
Supervisor (Name, phone number and email)		Your Name When Employed, If Different From Present Name	
5. Company Name		Job Title & Duties	
Address		Dates of Employment	From To
City, State, Zip		Reason for Leaving	
Supervisor (Name, phone number and email)		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.)

Time Period(s)

Reason(s) for Unemployment

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

14. EDUCATIONAL DATA

SCHOOLS ATTENDED	NAME OF SCHOOL and LOCATION (HIGHEST GRADE COMPLETED)	DID YOU GRADUATE? YES NO	DEGREE/ DIPLOMA/ CERTIFICATE	GRADE POINT AVERAGE	MAJOR COURSES OF STUDY
HIGH SCHOOL(S)			DO NOT ANSWER		DO NOT ANSWER
TECHNICAL, BUSINESS OR MILITARY TRAINING					
COLLEGE OR UNIVERSITY					
GRADUATE SCHOOL					
ADDITIONAL JOB-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	E-MAIL

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

Representation That Application Is Filled Out Truthfully:

By my signature placed below, I confirm that the information provided in this employment application and accompanying resume is true and complete, and I understand that any false information or significant omissions may disqualify me from further consideration for employment, and may be justification for my dismissal from employment if discovered at a later date.

Date: _____ Signature: _____

Consent to Investigate Criminal Records – Agreement to Notify PSS of Crime:

I authorize the CNMI Public School System's investigation of all statements contained in this application and accompanying resume. I understand that this investigation will include obtaining a police clearance from the CNMI Department of Public Safety, if applicable, and a record of arrests and dispositions from the Federal Bureau of Investigation. I also agree to notify the PSS within fifteen days if I should be charged or convicted of any crime, while my job application is pending or, if hired, during my period of employment.

Date: _____ Signature: _____

Consent to Review License/Credential Records & NASDTEC Records:

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

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 HUMAN RESOURCES OFFICE*******

Human Resources Office hereby confirms that this application has the required applicant signatures affixed for:

- ☐ Representation That Application Is Filled Out Truthfully.
- ☐ Consent to Investigate Criminal Records/Agreement to Notify PSS of Crime Info.
- ☐ Consent to Review License/Credential Records & NASDTEC Records.
- ☐ Consent to Review Employment Records.
- ☐ Consent to Physical Examination and Review of Medical Records.
- ☐ Consent to Drug Testing.
- ☐ This Is An Application—Not A Contract.
- ☐ Agreement that C.N.M.I. Law and Courts Govern
- ☐ A Medical Examination Is Required For This Job.

Dated: _____
HRO Staff

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 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. Please refer to www.cnmilaw.org for more information on the PSS regulations.

What if your interview goes well:

In the event that the PSS Recruiter determines that he or she will recommend you for employment, then you will be asked to provide a certified copy of your teaching certificate, if applicable, to the PSS Recruiter along with a local criminal records clearance. In some cases you may also be asked to arrange to have your post-secondary institution(s) send an official copy of your transcript of courses, grades, and degrees awarded to the Human Resources Officer at the CNMI Public School System, P.O. Box 501370, Saipan, MP 96950.

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

Your first notice—the Intent to Offer Employment Letter:

If the decision is made to offer you employment, you will be notified by receiving an Intent to Offer Employment Letter. This letter is not a contract of employment or an offer of employment; it is notice that PSS intends to make you an offer of employment in the near future. This offer may not be made despite these intentions for various reasons, such as budgetary restraints.

When am I employed exactly?

If your application process continues to proceed favorably you will next receive an executed contract of employment. You are to sign it, keep a copy and return the original. At this point, you have been hired. However, the contract is conditioned upon a medical examination that discloses no conditions that will prevent you from performing the essential functions of the job or that will pose a significant risk of substantial harm to your health or safety or that of other people in the workplace that cannot be reasonably accommodated or that will cause an undue hardship on PSS. Before you commence your contract, you must undergo and submit satisfactory documentation of the results of the physical examination.

What about licensing?

Within 14 days of starting your contract, you must submit to the Human Resources Office a completed application for a teacher, counselor or librarian Basic I 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. In the interim, the Human Resources Officer will grant you a *temporary* certificate so that you may work. The Basic I certificate will be valid for a period of time equaling the term of your initial contract with the PSS, unless earlier revoked or suspended. You may also mail your application using the following format:

ATTN: CNMI State Board of Education Certification & Licensure Office

P.O. Box 501370, Saipan, MP 96950 or,

You may also contact Ms. Jessica Estrada at (670) 237-3027 or by e-mail at boe.certification@cnmipss.org if you have any questions.

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.

Pending availability of funds, one-way transportation to the CNMI is provided to off-island hires. Airfare from the point of hire to the island assigned for work and three days of hotel accommodations and meal allowances are provided for employees and up to three of their eligible dependants who do not already have a place to stay on island. Housing allowances are no longer provided to Certified employees. There are a number of conditions attached to these benefits which are explained in the contract addendum.

How do I find out more about the CNMI?

A commercial Internet service provider maintains a home page for the CNMI on the World Wide Web at <http://www.cnmipss.org>. You can also write to the Human Resources Officer for the Public School System at P.O. Box 501370, Saipan, MP 96950.

You may tear off these last two pages and keep them for your reference. 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.

The following is a list of members from NACES, the National Association of Credential Evaluation Services. Please contact them directly. Individuals who contact any of these organizations assume all responsibility for the evaluation services. NACES directory is subject to change. For more information on NACES members, please refer to their website at www.naces.org.

Academic Evaluation Services, Inc.

[11700 N 58th Street](#) G & H
Tampa, FL, 33617
Phone: [\(813\) 374-2020](tel:(813)374-2020)
Fax: [\(813\) 374-2023](tel:(813)374-2023) email: info@aes-edu.org
<http://www.aes-edu.org>

**Center for Applied Research,
Evaluations, & Education, Inc.**

P.O. Box 18358
Anaheim, CA 92817
Phone: [\(714\) 237-9272](tel:(714)237-9272)
Fax: [\(714\) 237-9279](tel:(714)237-9279)
email: eval_caree@yahoo.com
<http://www.iescaree.com>

Education International, Inc.

[29 Denton Road](#)
[Wellesley, MA 02482](#)
Phone: [\(781\) 235-7425](tel:(781)235-7425)
Fax: [\(781\) 235-6831](tel:(781)235-6831) email:
edint@gis.net
<http://www.educationinternational.org>

**Educational Credential
Evaluators, Inc.**

P.O. Box 514070
Milwaukee, WI 53203-3470
Phone: [\(414\) 289-3400](tel:(414)289-3400)
Fax: [\(414\) 289-3411](tel:(414)289-3411)
email: eval@ece.org
<http://www.ece.org>

Educational Perspectives, nfp.

P.O. Box 618056
Chicago, IL 60661-8056
Phone: [\(312\) 421-9300](tel:(312)421-9300)
Fax: [\(312\) 421-9353](tel:(312)421-9353)
email: info@edperspective.org
<http://www.edperspective.org>

**Educational Records Evaluation
Service, Inc.**

[601 University Avenue, Suite 127](#)
[Sacramento, CA 95825](#)
Phone: [\(916\) 921-0790](tel:(916)921-0790)
Fax: [\(916\) 921-0793](tel:(916)921-0793)
email: edu@eres.com
<http://www.eres.com>

e-ValReports

[10924 Mukilteo Speedway, #290](#)
[Mukilteo, WA 98275](#)
Phone: [\(425\) 349-5199](tel:(425)349-5199)
Fax: [\(425\) 349-3420](tel:(425)349-3420)
email: brad@e-valreports.com
<http://www.e-valreports.com>

Evaluation Service, Inc.

[333 W. North Avenue, #284](#)
[Chicago, IL 60610](#)
Phone: [\(847\) 477-8569](tel:(847)477-8569)
Fax: [\(312\) 587-3068](tel:(312)587-3068)
email: info@evaluation-service.net
<http://www.evaluation-service.net>

**Foreign Academic Credential
Service, Inc.**

P.O. Box 400
Glen Carbon, IL 62034
Phone: [\(618\) 656-5291](tel:(618)656-5291)
Fax: [\(618\) 656-5292](tel:(618)656-5292)
<http://www.facsusa.com>

**Foreign Educational Document
Service**

P.O. Box 4091
Stockton, CA 95204
Phone: [\(209\) 948-6589](tel:(209)948-6589)

**Foundation for
International Services, Inc.**
[14926 35th Avenue West Suite 210](#)
[Lynnwood, Washington 98087](#)
Phone: [\(425\) 248-2255](#)
Fax: [\(425\) 248-2262](#)
email: info@fis-web.com
<http://www.fis-web.com>

Global Credential Evaluators, Inc.
P.O. Box 9203
College Station, TX 77842-9203
Phone: [\(512\) 528-0908](#)
Fax: [\(512\) 528-9293](#)
email: gce@gceus.com
<http://www.gceus.com>

Global Services Associates, Inc.
[2554 Lincoln Boulevard, # 445](#)
[Marina del Rey, CA 90291](#)
Phone: [\(310\) 828-5709](#)
Fax: [\(310\) 828-5709](#)
email: info@globaleval.org
<http://www.globaleval.org>

**International Academic Credential
Evaluators, Inc.**
P.O. Box 2465
Denton, Tx 76202-2465
Phone: [\(940\) 383-7498](#)
Fax: [\(940\) 382-4874](#)
email: staff@iacei.net
<http://www.iacei.net>

**International Consultants of
Delaware, Inc.**
[3600 Market Street, Suite 450](#)
[Philadelphia, PA 19104](#)
Phone: [\(215\) 387-6950 Ext.603](#)Fax:
[\(215\) 349-0026](#)email: icd@icdeval.com
<http://icdeval.com>

**International Education
Research Foundation, Inc.**
P.O. Box 3665, Culver City
CA 90231 3665
Phone: [\(310\) 258 9451](#)
Fax: [\(310\) 342-7086](#)
email: information@ierf.org
<http://www.ierf.org>

Josef Silny & Associates, Inc.
International Education Consultants
[7101 S.W. 102 Avenue](#)
[Miami, FL 33173](#)
Phone: [\(305\) 273-1616](#)
Fax: [\(305\) 273-1338](#)
Fax: [\(305\) 273-1984](#) (Translations)
email: info@jsilny.com
<http://www.jsilny.com>

**SpanTran Educational Services,
Inc.**
[7211 Regency Square Blvd., Suite 205](#)
[Houston, TX 77036](#)-3197
Phone: [\(713\) 266-8805](#)
Fax: [\(713\) 789-6022](#)
email: info@spantran-edu.org
<http://www.spantran.com>

World Education Services, Inc.
P.O. Box 5087
Bowling Green Station
New York, NY 10274-5087
Phone: [\(212\) 966-6311](#)
Fax: [\(212\) 739-6100](#)
email: info@wes.org
<http://www.wes.org>

Appendix 9(b): Non-Certified Employment Application



CNMI PUBLIC SCHOOL SYSTEM HUMAN RESOURCES OFFICE

NON-CERTIFIED EMPLOYMENT APPLICATION

Cover Page

LIST OF DOCUMENTS TO ATTACH TO THIS APPLICATION

1. ☐ High School Diploma/College Degree
2. ☐ Official Transcript (Original) from a U.S. accredited college or university.
***If Non- U.S. degree accredited see No. 5 below*
3. ☐ Resume
4. ☐ Original Police Clearance from place of residence for the last six (6) months.
5. ☐ Transcript Evaluation results from any NACES member (National Association of Credential Evaluation Services). **For Non-USA Accredited degrees only – see attachment after page 11.**
6. ☐ Verification of Employment (From previous employers including dates of employment and position title)
7. ☐ Medical Certificate (upon hire)
8. ☐ Other: _____

ALL APPLICATIONS WILL BE KEPT FOR 180 DAYS ONLY

To expedite a review of your employment application, you must submit the above required documents.

Human Resources Office will **NOT PROCESS** any incomplete applications.

For HRO use only

Last Name: _____

First Name: _____

Mt: _____

Date Received: _____

Date: Expiration: _____



COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
STATE BOARD OF EDUCATION
PUBLIC SCHOOL SYSTEM
P.O. BOX 501370
SAIPAN, MP 96950



POLICY OF NONDISCRIMINATION

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

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

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)

E-mail 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. Please include any name changes, if applicable.
2. Have you ever been employed by PSS in the past? Yes ☐ No ☐
If yes, please give dates of employment, and position(s) held. Please include any name changes, if applicable.
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.
4. Do you have any commitments to another employer that might affect your employment with PSS? If yes, explain on a separate sheet of paper and attach it. Yes ☐ No ☐
5. If hired, can you furnish proof that you are 18 years of age or older? If no, explain on a separate sheet of paper and attach it. Yes ☐ No ☐
6. If hired, can you furnish proof that you are eligible to work in the Commonwealth of the Northern Mariana Islands as a resident worker (U.S. citizen, national, spouse of a U.S. citizen or national, or Compact of Free Assn. citizen)? 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. *Note: a "yes" answer will not automatically disqualify you from employment.* If yes, explain on a separate sheet of paper and attach it.

Yes ☐

No ☐

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

Yes ☐

No ☐

13. EMPLOYMENT HISTORY

PRESENT & FORMER EMPLOYERS	
(List Most Recent First)	
MAY CONTACT YOUR PRESENT EMPLOYER. ____ Yes ____ NO	
1. 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
2. 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
3. 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
4. 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
5. 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.)	
Time Period(s)	Reason(s) for Unemployment
IF YOU WERE UNABLE TO LIST ALL PAST JOBS OR PERIODS OF UNEMPLOYMENT ON THIS FORM, PLEASE ATTACH ADDITIONAL INFORMATION ON A BLACK 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

Representation That Application Is Filled Out Truthfully:

By my signature placed below, I confirm that the information provided in this employment application and accompanying resume is true and complete, and I understand that any false information or significant omissions may disqualify me from further consideration for employment, and may be justification for my dismissal from employment if discovered at a later date.

Date: _____ Signature: _____

Consent to Investigate Criminal Records – Agreement to Notify PSS of Crime:

I authorize the CNMI Public School System's investigation of all statements contained in this application and accompanying resume. I understand that this investigation will include obtaining a police clearance from the CNMI Department of Public Safety, if applicable, and a record of arrests and dispositions from the Federal Bureau of Investigation. I also agree to notify the PSS within fifteen days if I should be charged or convicted of any crime, while my job application is pending or, if hired, during my period of employment.

Date: _____ Signature: _____

Consent to Review License/Credential Records & NASDTEC Records:

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

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 HUMAN RESOURCES OFFICE*******

Human Resources Office hereby confirms that this application has the required applicant signatures affixed for:

- ☐ Representation That Application Is Filled Out Truthfully.
- ☐ Consent to Investigate Criminal Records/Agreement to Notify PSS of Crime Info.
- ☐ Consent to Review License/Credential Records & NASDTEC Records.
- ☐ Consent to Review Employment Records.
- ☐ Consent to Physical Examination and Review of Medical Records.
- ☐ Consent to Drug Testing.
- ☐ This Is An Application—Not A Contract.
- ☐ Agreement that C.N.M.I. Law and Courts Govern
- ☐ A Medical Examination Is Required For This Job.

Dated: _____

HRO Staff

FOR YOUR INFORMATION

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 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. Please refer to www.cnmilaw.org for more information on the PSS regulations.

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 you interview goes well?

The PSS Interviewer will conduct a background investigation by contacting listed supervisors and co-workers and by contacting your local 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.

Where am I employed exactly?

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

the essential functions of the job or that will pose a significant risk of substantial harm to your health or safety or that of other people in the workplace that cannot be reasonably accommodated or that will cause an undue hardship on PSS. Before you commence your contract, you must undergo 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.

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 no longer provided to 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 Public School System?

A commercial Internet service provider maintains a home page for the CNMI on the World Wide Web at <http://www.cnmipss.org>. You can also write to the Human Resources Officer for the Public School System at P.O. Box 501370, Saipan, MP 96950.

The following is a list of members from NACES, the National Association of Credential Evaluation Services. Please contact them directly. Individuals who contact any of these organizations assume all responsibility for the evaluation services. NACES directory is subject to change. For more information on NACES members, please refer to their website at www.naces.org.

Academic Evaluation Services, Inc.

[11700 N 58th Street](#) G & H
Tampa, FL, 33617
Phone: [\(813\) 374-2020](#)
Fax: [\(813\) 374-2023](#) email: info@aes-edu.org <http://www.aes-edu.org>

**Center for Applied Research,
Evaluations, & Education, Inc.**

P.O. Box 18358
Anaheim, CA 92817
Phone: [\(714\) 237-9272](#)
Fax: [\(714\) 237-9279](#)
email: eval_caree@yahoo.com
<http://www.iescaree.com>

Education International, Inc.

[29 Denton Road](#)
[Wellesley, MA 02482](#)
Phone: [\(781\) 235-7425](#)
Fax: [\(781\) 235-6831](#) email: edint@gis.net
<http://www.educationinternational.org>

**Educational Credential
Evaluators, Inc.**

P.O. Box 514070
Milwaukee, WI 53203-3470
Phone: [\(414\) 289-3400](#)
Fax: [\(414\) 289-3411](#)
email: eval@ece.org
<http://www.ece.org>

Educational Perspectives, nfp.

P.O. Box 618056
Chicago, IL 60661-8056
Phone: [\(312\) 421-9300](#)
Fax: [\(312\) 421-9353](#)
email: info@edperspective.org
<http://www.edperspective.org>

**Educational Records Evaluation
Service, Inc.**

[601 University Avenue, Suite 127](#)
[Sacramento, CA 95825](#)
Phone: [\(916\) 921-0790](#)
Fax: [\(916\) 921-0793](#)
email: edu@eres.com
<http://www.eres.com>

e-ValReports

[10924 Mukilteo Speedway, #290](#)
[Mukilteo, WA 98275](#)
Phone: [\(425\) 349-5199](#)
Fax: [\(425\) 349-3420](#)
email: brad@e-valreports.com
<http://www.e-valreports.com>

Evaluation Service, Inc.

[333 W. North Avenue, #284](#)
[Chicago, IL 60610](#)
Phone: [\(847\) 477-8569](#)
Fax: [\(312\) 587-3068](#)
email: info@evaluationservice.net
<http://www.evaluationservice.net>

**Foreign Academic Credential
Service, Inc.**

P.O. Box 400
Glen Carbon, IL 62034
Phone: [\(618\) 656-5291](#)
Fax: [\(618\) 656-5292](#)
<http://www.facsusa.com>

**Foreign Educational Document
Service**

P.O. Box 4091
Stockton, CA 95204
Phone: [\(209\) 948-6589](#)

**Foundation for
International Services, Inc.**
[14926 35th Avenue West Suite 210](#)
[Lynnwood, Washington 98087](#)
Phone: [\(425\) 248-2255](#)
Fax: [\(425\) 248-2262](#)
email: info@fis-web.com
<http://www.fis-web.com>

Global Credential Evaluators, Inc.
P.O. Box 9203
College Station, TX 77842-9203
Phone: [\(512\) 528-0908](#)
Fax: [\(512\) 528-9293](#)
email: gce@gceus.com
<http://www.gceus.com>

Global Services Associates, Inc.
[2554 Lincoln Boulevard, # 445](#)
[Marina del Rey, CA 90291](#)
Phone: [\(310\) 828-5709](#)
Fax: [\(310\) 828-5709](#)
email: info@globaleval.org
<http://www.globaleval.org>

**International Academic Credential
Evaluators, Inc.**
P.O. Box 2465
Denton, Tx 76202-2465
Phone: [\(940\) 383-7498](#)
Fax: [\(940\) 382-4874](#)
email: staff@iacei.net
<http://www.iacei.net>

**International Consultants of
Delaware, Inc.**
[3600 Market Street, Suite 450](#)
[Philadelphia, PA 19104](#)
Phone: [\(215\) 387-6950 Ext.603](#)Fax:
[\(215\) 349-0026](#)email: icd@icdeval.com
<http://icdeval.com>

**International Education
Research Foundation, Inc.**
P.O. Box 3665, Culver City
CA 90231 3665
Phone: [\(310\) 258-9451](#)
Fax: [\(310\) 342-7086](#)
email: information@ierf.org
<http://www.ierf.org>

Josef Silny & Associates, Inc.
International Education Consultants
[7101 S.W. 102 Avenue](#)
[Miami, FL 33173](#)
Phone: [\(305\) 273-1616](#)
Fax: [\(305\) 273-1338](#)
Fax: [\(305\) 273-1084](#) (Translations)
email: info@jsilny.com
<http://www.jsilny.com>

**SpanTran Educational Services,
Inc.**
[7211 Regency Square Blvd., Suite 205](#)
[Houston, TX 77036-3197](#)
Phone: [\(713\) 266-8805](#)
Fax: [\(713\) 789-6022](#)
email: info@spantran-edu.org
<http://www.spantran.com>

World Education Services, Inc.
P.O. Box 5087
Bowling Green Station
New York, NY 10274-5087
Phone: [\(212\) 966-6311](#)
Fax: [\(212\) 739-6100](#)
email: info@wes.org
<http://www.wes.org>

Appendix 10: Application to Request to Copy Personnel File Document



CNMI Public School System

APPLICATION TO REQUEST TO COPY PERSONNEL FILE DOCUMENT

Person requesting information: _____

Title of the person requesting information: _____

Place of Employment of requesting party (if applicable): _____

Name of person(s) whose file you are requesting to review: _____

Please specify in detail what information is needed and state the reason the information is requested:

Signature: _____ Date: _____

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

.....
Commissioner of Education Response to Request for Personnel File Information
.....

I have reviewed your request for personnel file information with the PSS Legal Counsel and:

- ☐ Your request is approved.
- ☐ Your request is granted in part. You may be provided with the requested information only.
- ☐ Your request is NOT granted.
- ☐ We require additional information regarding your request. Please provide further details for your request.

Lawrence F. Camacho, Ed.D, Commissioner of Education

Date

HRO Form RFPF

Appendix 11: Sample Separation/Resignation NOPA

**COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
PUBLIC SCHOOL SYSTEM
P.O. BOX 501370 CK, SAIPAN, MP 96950**

NOTIFICATION OF PERSONNEL ACTION

Certified APPOINTMENT			
a. Mr. () Mrs. () Miss SAMPLE, JUST A.	b. Citizenship CQ	c. Birth Date 01/01/2000	d. Service Comp Date
Name (CAPS) Last, First, Middle		Month/Day/Year	
e. Social Security Number: 555-55-5555	f. Group Life Insurance Covered		g. Health Insurance Waived
h. Nature of Action: Resignation			i. Effective Date: 8/12/2024 Month/Day/Year
j. From: Classroom Teacher		k. Pay Level/Step: Ungr/O	l. Salary: \$22,155 Bi-Weekly: \$1,772.40 Per Annum: \$46,082.28
Position Title and Number: 2031			
m. Name and Location of Employing Office: Saipan Southern High School		n. Duty Station: Saipan	
o. To:		p. Pay Level/Step: /	q. Salary: \$ Bi-Weekly: \$ Per Annum: \$
Position Title and Number:			
r. Name and Location of Employing Office:		s. Duty Station:	
t. Leave Accrual Eligibility: Annual: ☒ XX No of Hours Per : 40		Sick: ☒ XX No of Hours Per : 40	
u. Account Chargeable:	v. Subject to:	CNMI Income Tax: ☐	CNMI Retirement Class I: ☐
		Social Security: ☐	CNMI Retirement Class II: ☐
w. Remarks: Eligible for lumpsum payment of all unused annual leave. Sick leave balance will be kept in employee's leave record for a period of three (3) years effective from the date of resignation/separation. Last payout will not be processed until the employee is cleared from the CNMI Public School System as indicated on clearance sheet. Employee eligible for Premium Pay or Differentials per PSS Rules and Regulations T-60-30.1-448.			

Acknowledged by: _____ Date: _____

(Signature)	_____ Lucretia B. Deleon Guerrero Human Resources Director	Date: _____
(Signature)	_____ Arlene Lizama Finance Director	Date: _____
(Signature)	_____ Lawrence F. Camacho, Ed.D Commissioner of Education	Date: _____

Appendix 12: Employee Clearance Sheet



CNMI PUBLIC SCHOOL SYSTEM EMPLOYEE CLEARANCE SHEET

Employee Name: _____ **Position Title:** _____ **Duty Station:** _____

Employment Type: ☐ Certified ☐ Non-Certified **Effective Date:** _____

Reason: ☐ Resignation ☐ Separation (i.e. Death, Non-Renewal, Completion of Contract)
 ☐ Retirement ☐ Termination (i.e. Job Abandonment, Termination with Cause)

It is required that the employee named above report to, and have his / her records cleared by the responsible officials for the activities listed below before departure from the present duty station. A description of the amount of indebtedness outstanding must be provided on the reverse side of this form. Necessary arrangements must be made to clear all obligations, and all applicable items on this form must be signed off by the appropriate official before the final salary payment, including any lump sum due for unused annual leave, can be processed by the PSS Payroll Section. These arrangements must also be explained on the reverse side of this form.

WORKSITE CLEARANCE:

Immediate Supervisor:	Cleared	Not Cleared	Print Name: _____
School Principal/Program Supervisor	☐	☐	Signature: _____
PSS Issued Property			Date: _____
i.e. Office Keys, Electronic Devices, etc.	☐	☐	
School-Based Accounts			
i.e. Infinite Campus, Tyler ERP, etc.	☐	☐	
Pertinent/Required Documents			
i.e. Grades, IEPs, Reports, etc.	☐	☐	

Notice was provided to the employee of the 30-day deadline to return all PSS-issued property. Failure to return will result in an immediate deduction from the employee's final pay. Date employee was notified to return property: _____

CENTRAL OFFICE CLEARANCE POINTS:

	Cleared	Not Cleared	
1. Finance Office	☐	☐	
a. Payroll/Travel/Accounts Receivable	☐	☐	Arlene Lizama, Director of Finance
b. Procurement & Supply-Fixed Asset(s)	☐	☐	
c. Outstanding Balance Owed (if any)	☐	☐	
\$ _____			
2. State Infrastructure & Technology and Communications			
a. Cell Phone	☐	☐	
b. Email Account Access Disabled	☐	☐	Jesse Tenorio, SIT Director
3. Instructional Technology & Distance Education			
a. District-wide Ed Tech Application	☐	☐	
b. Black Board Ultra (BBU) Access	☐	☐	Lorraine Catienza, ITDE Director
4. Human Resources Office	☐	☐	
a. Employment Contract Completed	☐	☐	Lucretia B. Deleon Guerrero
b. Exit Survey Sent to Employee	☐	☐	

HRF- Employee Clearance
09.05.24