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**CHAPTER 7  
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**SOURCE:** This Article was repealed and reenacted in its entirety by P.L. 26-026:3 (July 5, 2001).

**2009 NOTE:** P.L. 28-045:10 (June 6, 2005) changed the name of the Department of Education to the Guam Public School System. The passage of P.L. 30-050:2 (July 14, 2009) reverted the name to the Department of Education.

- § 7101. School Property: Rules and Regulations.
- § 7102. Same: Other Use of.
- § 7103. Unused School Equipment: Utilization of.
- § 7104. School Recreational Facilities.
- § 7105. Authorization of Commercial Advertising Leases.
- § 7106. Schedule of Commercial Advertising Fees.
- § 7107. Standard Lease Agreement for Commercial Advertising.
- § 7108. Interscholastic Sports Fund.
- § 7109. School Property: Unauthorized Entry.
- § 7110. Entry with Intent to Cause Fight.
- § 7111. Same: Posting.
- § 7112. Evaluation and Upkeep of Facilities.
- § 7112.1. Public-Private Partnership for the Management of the Maintenance, Operation and Repair of GDOE Facilities.
- § 7113. Limitations on Capacity Levels for the Construction of New Public Schools.
- § 7114. Effective Date.
- § 7115. Standards for Air Conditioning Systems Funded Herein.
- § 7116. Power Purchase Agreement to Purchase Solar Energy.

**§ 7101. School Property: Rules and Regulations.**

The Board shall adopt rules and regulations for the management and control of school property consistent with government of Guam standard property regulations.

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**§ 7102. Same: Other Use of.**

(a) The Board, upon the written application of any responsible organization or group of at least seven (7) persons, may grant permission to use any school building or school ground as a community or recreation center for the entertainment and education of the People, and for the discussion of all topics tending to the development of personal character and civil welfare; provided, however, that such use shall not seriously infringe upon the necessary uses of the property for school purposes.

(b) The Board shall prescribe such rules and regulations relating to the use of school property as it may deem necessary. The organization or group of persons using the property for the purposes herein authorized shall be responsible for any damage done over and above ordinary wear. Neither the government of Guam nor the Board shall be liable for damage or injury to person or property suffered by any person resulting from a dangerous or defective condition of a school building or school ground while such person is present under permission granted by the Board as authorized herein. The Board may enforce a schedule of charges for the use of such school property, or it may provide such use free of charge, in its discretion, if it deems the use to be sufficiently in the public interest.

**2014 NOTE:** Subsection designations were added pursuant to the authority granted by 1 GCA § 1606.

**§ 7103. Unused School Equipment: Utilization of.**

(a) The Board is authorized to enter into agreements with non-public schools for the mutual utilization of school equipment for non-religious purposes which is not being used, or if being used, during periods of non-use.

(b) The Board shall adopt rules and regulations for the mutual utilization of school equipment.

**§ 7104. School Facilities; Use of.**

The use of school facilities by person(s) or group(s) during non-school hours is hereby authorized.

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(a) The Board may grant permission for the use of school facilities, including the gymnasium, theater, staff development center, and other Department facilities located at Tiyan, NAS or Hagatna. The principal, or the principal's designee, shall arrange the scheduling of any non-school activity authorized by the Board and, in addition, serve as liaison between the Board and the requesting party or user group.

(b) The Board, in collaboration with the Superintendent and the various school principals/Tiyan facilities manager/staff development manager, shall prescribe such rules and regulations governing the use of school facilities as it may deem necessary.

(c) The Board is authorized to establish a fee schedule and charge according to such schedule for the use of school facilities.

(d) (1) There are hereby established revolving funds for each public school on a school-by-school basis, to be known as 'I Salappe' Facilidat,' which shall be maintained separate and apart from other funds of the government of Guam and wherein all proceeds generated from user fees collected pursuant to the provisions of this Act shall be deposited. Said accounts shall be under the custody and trust of the principal and vice-principal of the respective schools.

(2) The principal and vice-principal may expend such funds for the purpose of off-setting or defraying any added cost(s) incurred by the school as a result of extraordinary community use, or for the purpose of maintaining or improving the school facilities affected by this Act. The fund shall be used to purchase small items and/or services for direct school maintenance or repairs which do not exceed the cost of Two Hundred Dollars (\$200.00) per item.

(3) The procurement of items or services costing more than Two Hundred Dollars (\$200.00) each shall require authorization of the Superintendent. Each principal shall prepare a quarterly financial status

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report on the fund to be transmitted to the Chairperson of the Board, the Superintendent, and I Liheslaturan Guåhan on or before the end of the quarter of each fiscal year. Additionally, notwithstanding any other provision of law, the Board is authorized to accept donations to 'I Salappe' Facilidat' on behalf of any school or Department facility.

(e) Person(s) or group(s) using the public school facilities shall be liable for any damage done over and above ordinary wear and tear. Neither the government of Guam nor the Board shall be liable for damage or injury to person or property suffered by any person(s) resulting from a dangerous or defective condition of the school recreational facilities.

(f) Any reservation of the facility may be cancelled, by notice given thirty (30) days in advance, in the event that a school function must be conducted. Said cancellation shall be approved by the school principal.

**2018 NOTE:** Subitem designations added pursuant to authority by 1 GCA § 1606.

**§ 7105. Authorization of Commercial Advertising Leases.**

Within ninety (90) days of the enactment of this Chapter, the Department shall review and revise all existing Department rules and regulations for the management and control of school property in order to authorize the commercial leasing of advertising space at the Department of Education sports facilities, consistent with government of Guam standard property regulations. Within ninety (90) days of the enactment of this Chapter, the Department of Education shall develop standard size and placement regulations for the leasing of commercial advertising space at the Department of Education sports facilities. Immediately upon completion, the proposed revisions shall be transmitted to the Board for approval. Within thirty (30) days of receipt, the Board shall adopt the revised rules and regulations with any amendments deemed necessary and appropriate.

**SOURCE:** Added by P.L. 23-070:2 (Feb. 27, 1996) as 17 GCA § 7104.1. Amended by P.L. 24-142:11 (Feb. 27, 1998). Repealed and

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reenacted as 17 GCA § 7105 by P.L. 26-026:3 (July 5, 2001). Amended by P.L. 32-117:1 (Feb. 10, 2014).

**§ 7106. Schedule of Commercial Advertising Fees.**

Within ninety (90) days of the enactment of this Chapter, the Department of Education shall develop a schedule of fees for the commercial leasing of advertising space at Department of Education sports facilities. Immediately upon completion, the proposed schedule of fees shall be transmitted to the Board for approval. Within thirty (30) days of receipt, the Board shall approve the schedule of fees with any amendments deemed necessary and appropriate.

**SOURCE:** Added by P.L. 23-070:3 (Feb. 27, 1996) as 17 GCA § 7104.2. Amended by P.L. 24-142:11 (Feb. 27, 1998). Repealed and reenacted as 17 GCA § 7106 by P.L. 26-026:3 (July 5, 2001). Amended by P.L. 32-117:2 (Feb. 10, 2014).

**§ 7107. Standard Lease Agreement for Commercial Advertising.**

Within ninety (90) days of the enactment of this Act, the Department of Education shall develop a standard lease agreement for commercial advertising at Department of Education sports facilities. Such standard lease agreement shall specify the Department's rules and regulations, schedule of fees and legal liabilities for private entities seeking to advertise at Department of Education sports facilities. Such standard lease agreement shall specifically prohibit any advertising which promotes substances which are controlled by law, or are illegal to distribute to minors, including, without limitation, alcohol; establishments selling primarily alcohol products, such as bars; tobacco products; firearms; obscenity; and as may be otherwise determined by the Board. Immediately upon completion, the proposed standard lease agreement shall be transmitted to the Board for approval. Within thirty (30) days of receipt, the Board shall adopt the standard lease agreement with any amendments deemed necessary and appropriate.

**SOURCE:** Added by P.L. 23-070:4 (Feb. 27, 1996) as 17 GCA § 7104.3. Amended by P.L. 24-142:11 (Feb. 27, 1998). Repealed and reenacted as 17 GCA § 7107 by P.L. 26-026:3 (July 5, 2001). Amended by P.L. 32-117:3 (Feb. 10, 2014).

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**§ 7108. Interscholastic Sports Fund.**

There is hereby created, separate and apart from all other funds of the government of Guam, a fund known as the Interscholastic Sports Fund (Fund) into which shall be deposited all fees collected from the commercial leasing of advertising space at Department of Education sports facilities, and other monies deemed appropriated by the Department of Education.

(a) Same: Administration. The Fund shall be administered by the Department of Education and shall not be commingled with the General Fund or any other fund of the government of Guam. The Fund shall be maintained in a separate bank account and monies deposited therein shall not be subject to *I Maga'lahaen Guåhan's* transfer authority. The Department of Education is authorized to accept for the Fund gifts, bequests, donations and other kinds of contributions for the purposes of the Fund.

(b) Same: Expenditures. Expenditures from the Fund shall be made exclusively for the purpose of supplementing the costs associated with operating the Department of Education interscholastic sports programs. The Department of Education may transfer from the Interscholastic Sports Fund to the Department of Public Works such funds as are necessary to fund in whole or in part interscholastic bus transportation.

(c) Same: Distribution of the Interscholastic Sports Fund. Elementary schools of GDOE may participate in the solicitation of commercial advertising in their respective schools, as provided through the Interscholastic Sports Fund Act. However, because the interscholastic sports program exists in the middle and high school levels only, the elementary school that solicits and receives monies for commercial advertising shall deposit all funds into the Interscholastic Sports Fund. The Department of Education shall transfer forty percent (40%) of the total sum of any fees, monetary gifts, donations or contributions collected or derived from the commercial leasing of any part of the facilities for advertising, or other such purposes of an elementary school, into I Salappe' Facilidat account of that

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respective elementary school. The remaining sixty percent (60%) will remain in the Interscholastic Sports Fund to support interscholastic sports programs. Funds transferred to I Salappe' Facilitat accounts of a respective elementary school pursuant to this Subsection shall be expended in accordance with the provisions of Title 17 GCA, § 1704, as enacted through Public Law Number 23-67. The distribution of advertising funds for both middle schools and high schools will be as follows: sixty percent (60%) will remain in the Interscholastic Sports Fund and forty percent (40%) will be retained at the school for its respective sports programs.

(d) Same: Annual Financial Report. Within sixty (60) days after the closing of each fiscal year, the administrator or authorized custodian of the Interscholastic Sports Fund shall transmit to the Board and the Superintendent of the Department of Education an annual report of the expenditures of the Fund, including, but not limited to, a balance sheet, a statement of receipts and expenses, and a general description of the income sources of the Fund and the expenses thereof.

**SOURCE:** Added by P.L. 23-070:5 (Feb. 27, 1996) as 17 GCA § 7104.4. Amended by P.L. 24-142:11 (Feb. 27, 1998). Repealed and reenacted as 17 GCA § 7108 by P.L. 26-026:3 (July 5, 2001). Amended by P.L. 32-117:4 (Feb. 10, 2014).

**§ 7109. School Property: Unauthorized Entry.**

Every person entering any campus maintained by the Department of Education shall immediately proceed to the administrative office of the school located on that campus and announce that person's purpose for being on campus to the principal of that school or the principal's designee. The principal, or the principal's designee, may grant any person written authority to remain on campus for a specific period of time and for a specific purpose, or the principal, or the principal's designee, may order the person to immediately leave the campus. Any person found on a school campus without the written permission provided for in this Section shall be guilty of a misdemeanor and is punishable by imprisonment not exceeding

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thirty (30) days, or by a fine not exceeding Three Hundred Dollars (\$300.00) or both such fine and imprisonment; provided, that this Section shall not apply to the following:

- (a) students enrolled at the particular school campus who are in good standing and not the subject of an order of suspension or expulsion;
- (b) teachers and staff of the particular school campus;
- (c) peace officers; and
- (d) such other persons as the Board by rule or regulation shall permit.

**§ 7110. Entry with Intent to Cause Fight.**

Every person who at any time enters any school campus maintained by the Department of Education with the intent of entering into a fight with any person or causing disruption on said school campus is guilty of a misdemeanor and punishable by a fine of Three Hundred Dollars (\$300.00) or by imprisonment for not more than thirty (30) days, or both.

**§ 7111. Same: Posting.**

The Board shall cause to be posted at the entrance(s) of every school campus, signs which set out in a conspicuous manner §§ 7109 and 7110 of this Chapter. The Board shall see to it that said signs shall continue to be maintained in a readable condition.

**§ 7112. Evaluation and Upkeep of Facilities.**

- (a) The Superintendent of the Department is authorized to enter into one (1) or more contracts with one (1) or more architectural and engineering firms to provide the following services to the Department;
  - (1) evaluating and reporting on the conditions of Department plant facilities;
  - (2) preparing architectural and engineering plans for repairs, renovations, improvements, demolition and construction of plant facilities;



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(3) assisting in the procurement by the Department, of architectural and engineering services, and construction services, through preparation of requests for proposals and scope of services documents, evaluation of designs, review of construction documents and coordination of compliance of construction documents with all applicable laws, rules and regulations;

(4) performing construction management services for construction projects undertaken; and

(5) providing consultation on prices of architectural and engineering services and construction.

(b) The Superintendent of the Department of Education may solicit requests for proposals and enter into one (1) or more contracts for the procurement of architectural, engineering and construction management services for the Department, and for construction contracts in excess of One Million Dollars (\$1,000,000), one (1) or more contracts for value engineers. Contracts shall be awarded on forms approved by the Attorney General.

(c) Nothing herein shall be construed as exempting the Department from the government of Guam procurement laws as they pertain to the Department.

**§ 7112.1. Public-Private Partnership for the Management of the Maintenance, Operation and Repair of GDOE Facilities.**

(a) The Guam Department of Education (GDOE) shall solicit proposals or bids from qualified parties for the management of the maintenance, operation and repair of GDOE facilities.

(1) Such solicitation shall be subject to the procurement laws of the government of Guam.

(2) The solicitation shall include in its scope of work at a minimum, but not limited to:

(A) An energy savings performance contract (ESPC) in which the Contractor provides design-build services, inclusive of the acquisition of energy and water efficient fixtures, operations and maintenance

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services, with guaranteed utility savings which shall be used to pay the Contractor.;

(B Facilities & Maintenance personnel training;

(C) A five (5)-year plan to address and ensure compliance with the Adequate Education Act found in Public Law 28-45 and other applicable public health and safety requirements.

(3) GDOE shall issue such solicitation one hundred twenty (120) days after the enactment of this Section.

(4) The procurement process shall adhere to the mandates of Public Law 30-157 relative to the duties of the Attorney General.

In the event the GDOE finds that it is in its best interests to enter into a contract for the management of the GDOE facilities, the conditions set forth in this § 7112.1 shall apply to such contract.

(b) Notwithstanding any other provision of law or regulation, the GDOE may enter into a public-private partnership agreement pursuant to this Section § 7112.1 for a period up to fifteen (15) years. The initial term of such an agreement shall be for a period of at least five (5) years.

(c) Initial Investment. The Contractor shall be required to purchase or finance a minimum of Five Million Dollars (\$5,000,000) in equipment acquisition or structural repairs and upgrades of GDOE facilities within one (1) year from the execution of the contract.

(d) Special Terms.

(1) The principal performance manager of the selected Contractor shall have a minimum of ten (10) years of experience in managing the operation and maintenance of educational, residential, or food service facilities;

(2) The Contractor must be licensed on Guam to perform the requisite services at the time of contract execution; and

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employees shall continue to be employees of the government of Guam, and subject to the applicable personnel rules and regulations of the GDOE.

(e) Contract Performance Reviews. All contracts awarded subject to the provisions of this Act must contain performance reviews at least annually, and provisions for contract termination or penalty based upon such review.

(f) GDOE Maintenance Division employees shall have the option to transfer to another line or autonomous agency or department of the government within ninety (90) days of the GDOE contract with a PMC without losing their pay grade, leave, or other benefits, provided, that a vacancy exists in the receiving agency and the employee meets the qualification requirements.

**SOURCE:** Added by P.L. 31-029:2 (Apr. 18, 2011), effective pursuant to P.L. 31-029:3.

**2018 NOTE:** Subsection/subitem designations added/altered pursuant to authority by 1 GCA § 1606.

This provision has been codified, although it will not become effective until a payment source is identified, pursuant to P.L. 31-029:3 which states in its entirety:

“**Section 3. Effective Date.** This Act shall not take effect until a payment source or a budget for the initial Five Million Dollars (\$5,000,000) and the amounts required for the remainder of the fifteen (15) year contract period is submitted to and approved by *I Liheslaturan Guåhan* (the Guam Legislature).”

**§ 7113. Limitations on Capacity Levels for the Construction of New Public Schools.**

(a) All public schools built on Guam shall be designed and constructed for student enrollment capacity limits as follows:

- (1) Elementary Schools: not to exceed eight hundred (800) students;
- (2) Middle Schools: not to exceed one thousand one hundred twenty (1,120) students; and
- (3) High Schools: not to exceed one thousand seven hundred (1,700) students.

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(b) The school capacity limitations of this Section shall apply only to school projects initiated after September 30, 1997.

(c) The Department may, subject to the approval of the Guam Education Policy Board, exceed the capacity limits set forth in this Section provided that such adjustment would not endanger student and employee health and safety.

(d) These provisions shall not apply to school campuses that are temporarily used for double sessions.

**SOURCE:** Amended by P.L. 28-09:1 (Mar. 9, 2005), P.L. 29-106:1 (Aug. 22, 2008).

**2018 NOTE:** Subsection/subitem designations added/alterd pursuant to authority by 1 GCA § 1606.

**§ 7114. Effective Date.**

The school capacity limitations of § 7113 of this Chapter shall apply only to school projects initiated after the effective date of this Chapter.

**2014 NOTE:** P.L. 26-026, which added this entire Chapter, was enacted on July 5, 2001; therefore, the capacity limits of § 7113 apply only to schools established after July 5, 2001.

**§ 7115. Standards for Air Conditioning Systems Funded Herein.**

Any air conditioning system purchased and used by the Guam Public School System shall:

(a) Meet the comfort and air quality standards set forth for Heating, Ventilation and Air Conditioning (HV AC) equipment provided in Chapter 5 of the Federal GSA's Facilities Standards For Public Buildings Service (Revised November 2000 or later - PBSPIOO);

(b) Have repair and replacement parts readily available within five (5) days, Saturdays, Sundays and Government of Guam holidays excepted; and

(c) Be the subject of a warranty and maintenance agreement that guarantees the system's working life for not less than five (5) years.

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**SOURCE:** Added by P.L. 28-184:1 (Jan. 29, 2007) as 17 GCA § 7119. Recodified to this section by the Compiler pursuant to 1 GCA § 1606.

**2013 NOTE:** This section was originally entitled, "*Every Child is Entitled to an Adequate Public Education Fund.*" Added by P.L. 28-068:II:12 (Sept. 30, 2005). Repealed by P.L. 30-008:2 (Apr. 3, 2009).

**§ 7116. Power Purchase Agreement to Purchase Solar Energy.**

(a) The Guam Department of Education (GDOE) may enter into one (1) or more Power Purchase Agreements (PPA) to purchase solar energy from qualified provider(s) which will be in the best financial interests of the government of Guam for a period up to and not exceeding twenty-five (25) years. Such qualified PPA provider(s) shall be selected by a Multi-Step Bid conducted by GDOE, in accordance with the procurement law and regulations of the government of Guam. The qualified PPA provider(s) will be responsible for providing a PPA to cover no more than eighty percent (80%) of the school's power needs, all GDOE owned schools, and GDOE administrative and ancillary buildings. For schools occupied under a lease agreement as of the enactment of this Section, GDOE may amend its lease agreements or otherwise directly enter into a PPA with a lessor for the purchase of solar power produced with renewable energy directly from the lessor and without application of the procurement law. GDOE is encouraged to participate in energy efficiency programs available through the Guam Power Authority, and shall make every effort to secure federal funding opportunities to augment any local appropriations authorized for Power Purchase Agreements.

(b) The qualified PPA provider(s) shall be considered responsive if accepted proposals have been deemed technically acceptable and provide the best value to GDOE and the government of Guam.

(c) The qualified PPA providers may submit a single proposal without limitation or discrimination on all proposals made in good faith. A qualified PPA provider(s) will be allowed to submit a single proposal for one GDOE facility or multiple GDOE facilities in good faith.

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(d) The Guam Power Authority, under the direction of GDOE, shall provide bid specifications for the implementation of this Section, and shall provide technical assistance during the bid selection process as overseen by GDOE. GDOE shall seek technical consultation from the Guam Power Authority in implementing this Section, and the Guam Power Authority shall provide the technical consultation upon request at no cost to GDOE for the life of the contract. Upon GDOE's request, GPA shall provide a cost-benefit analysis of a PPA to GDOE and to *Liheslaturan Guåhan* within ninety (90) days of said request. GDOE may further seek technical consultation from the Guam Energy Office, the Department of Public Works, the Guam Renewable Energy Association, and/or a third party renewable energy consultant in implementing this Section, and the consultation shall be at no cost to GDOE. Any costs associated with a third party consultant will be passed through in total to the qualified PPA provider(s) equally and in full who is awarded the Multi-Step Bid.

(e) In concert with GDOE, the selected qualified PPA providers shall review historical power needs, such as the past twelve (12) months of power consumption, of the selected schools and provide the maximum sized photovoltaic safely allowed by roof size, building orientation and location, and other physical conditions which may affect the safe and effective size of the photovoltaic system. In no case shall the system be sized to produce power in excess of the needs of the specific building or campus as recorded during the previous twelve (12) months, exclusive of extraordinary circumstances, such as natural disasters, that may result in power generation greater than consumption for the period.

(f) The qualified PPA provider(s) shall pay for the design, financing, permitting, insurance, installation, monitoring and maintenance of the system, and shall own and operate the system located on GDOE's facility for the life of the contract at no cost to GDOE or the government of Guam.

(g) The qualified PPA provider(s) must possess a valid Guam business license prior to the award of the contract.

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(h) The qualified PPA provider(s) shall be experienced in designing, implementing and installing solar energy systems, and have a record of established projects, demonstrate technical, operational, financial and managerial capabilities to design and operate a solar energy system.

(i) The qualified PPA provider(s) shall warrant that the solar energy paid by GDOE will not exceed eighty percent (80%) of Guam Power Authority's current billing charges to GDOE schools, GDOE administrative, and GDOE ancillary buildings, as determined by the most recent utility invoices for that selected building, school or campus. Escalation of rates for years two (2) through twenty-five (25) shall be determined and set in advance. At no time shall the qualified PPA providers produce power in excess of the needs of the designated school/campus, based upon annual consumption of the designated school/campus, exclusive of extraordinary circumstances, such as natural disasters, that may result in power generation greater than consumption for the period.

(j) The qualified PPA provider(s) shall work with GDOE concerning any existing school roofing warranties to ensure said warranties are not voided with the installation and operation of the solar energy systems.

(k) The qualified PPA provider(s) shall perform repairs to any portion of the roof damaged during the installation and operation of the solar energy systems, and shall maintain those repairs for the duration of the warranty or the contract, whichever is the shortest.

(l) Every year, on the anniversary of the date of the commissioning of the solar energy system, the qualified PPA provider(s) shall report to the GDOE on the production for the previous year comparing rates charged by the qualified provider against rates being charged by the utility detailing the savings for the previous year. GDOE shall transmit a copy of this report to the Speaker of *I Liheslaturan Guåhan*.

(m) The qualified PPA provider(s) shall not extinguish its obligations under the agreement by assigning it to another company that has met the requirements set forth in this Section

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without the approval of the Guam Board of Education, which will not be unreasonably withheld.

(n) Upon the expiration of the PPA, GDOE may have the option to purchase the solar energy system at an agreed upon Fair Market Value (FMV). FMV will be determined collaboratively by the PPA provider(s), GDOE, and a third party Subject Matter Expert (SME). GDOE also reserves the right to purchase the system at any time after the 7th year of the PPA at a determined FMV, and recognizes that a qualified PPA provider(s) would face negative impact tax implications if bought out prior to the stated timeframe.

(o) The agreement shall include a provision which will impose a monetary fine per day for each day beyond the agreed date that the qualified provider(s) promises to implement the solar energy system. The provisions in this Section shall not apply in the case of force majeure to the extent of delays caused by such force majeure. The provisions of this Subsection cannot be waived. Said monetary fines shall be deposited into *Y Kuantan Salâppe' Prinsepât* Fund, and shall be used for the school where the implementation of the solar energy system or any other renewable energy sources is delayed.

(p) Qualified PPA provider(s) may be allowed to locate and or co-locate the solar energy system on private or government property at another site for the purposes of achieving renewable energy power generation to satisfy the power consumption under this Section. GPA, who has also recognized the benefit of "off site" power generation, will recognize an offsite net metering for a qualified PPA providers, as long as the qualified PPA provider of solar energy system is in compliance with the current cap set forth for residential and commercial net metering, 25KW and 100KW per meter respectively. The following conditions must be met:

(1) If the qualified PPA providers, doing its due diligence, identifies that the rooftop of any GDOE owned schools, GDOE administrative, and GDOE ancillary buildings and for schools occupied under a lease agreement may not be financially feasible due to the age or quality of the building's rooftop.



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(2) In the event that the utility grid is unable to receive the renewable energy source for the respective school, GDOE administrative, and GDOE ancillary buildings, and for schools occupied under a lease agreement, being interconnected with GPA's utility grid.

(3) In the event that there is no room to install the photovoltaic solar energy system due to limited access of rooftops and real property of all GDOE owned schools, GDOE administrative, and GDOE ancillary buildings, and for schools occupied under a lease agreement.

(4) The qualified PPA provider(s) shall apply for a meter, at their own expense, to record the flow of power into the existing grid.

(5) If co-located, that each individual system be metered for each specific qualified PPA provider(s).

(6) The location of the off-site power generation has met all other building code and requirements.

(7) The qualified PPA provider(s) has submitted proof of land ownership and/or legal lease of land used for the purposes of solar power generation.

(8) The qualified PPA provider(s) will provide an interconnection study that validates the ability of a photovoltaic system prior to construction; if that photovoltaic system(s) is expected to exceed 100KW due to co-location.

(9) An interconnection study that dictates an improvement or an upgrade is required in order for a customer generator's power to be accepted by GPA at grid connection will be the responsibility of the qualified PPA provider(s).

(q) Throughout the qualified PPA provider's management duration of any solar energy system procured and installed under this Act, the qualified PPA provider shall, at no cost in excess of the management agreement, remove and reinstall any such solar energy system at the request of the Superintendent of Education, if the facility that such system is installed upon undergoes

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renovation or demolition that may affect the usefulness of the solar energy system.

(r) Each participating school will have access to fifty percent (50%) of the energy savings yielded from the PPA and GDOE for the respective schools. The savings shall be transferred from the utility pool and deposited into *Y Kuantan Salâppe' Prinsepât* Fund for each respective school from the energy savings produced from the lower cost of energy provided by PPA. The funds will be available within thirty (30) days from the close of each quarter.

(s) Each participating school will have access to the remaining fifty percent (50%) of the energy savings yielded from the PPA for the respective schools. The savings shall be transferred to Maintenance Division for the maintenance and repair of all DOE schools from the utility pool and deposited into the Energy Efficient Fund for each respective school from the energy savings produced from the lower cost of energy provided by PPA. The funds will be available within thirty (30) days from the close of each quarter.

(t) GDOE will have access to the annual utility appropriation set forth in its GDOE budget for Power Purchase Payment commitments to its Qualified Power Purchase Agreement provider(s). In addition, GDOE will still be obligated from its utility appropriation to pay for the utility from Guam Power Authority which is not part of the Power Purchase Agreement.

(u) Pursuant to its authority under 17 GCA § 7116, the Guam Department of Education shall submit a report on the status of its progress to enter into power purchase agreements to the Speaker of *I Liheslatura* within thirty (30) days of enactment of this Act.

**SOURCE:** Added by P.L. 32-095:2 (Nov. 27, 2013) as 17 GCA § 7120. Codified to this section by the Compiler pursuant to 1 GCA § 1606. Subsection (u) added by P.L. 34-116:XII:18 (Aug. 24, 2018). Subsections (a) and (d) amended by P.L. 35-076:2 (Mar. 20, 2020).

**2013 NOTE:** This section was originally entitled, "*Donations to the Fund.*" Added by P.L. 28-068:II:I:12 (Sept. 30, 2005). Repealed by P.L. 30-008:2 (Apr. 3, 2009).

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