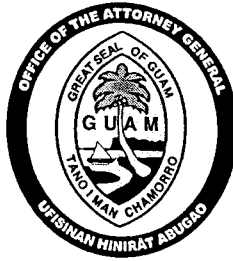


John M. Weisenberger
Attorney General



Phillip J. Tydingco
Chief Deputy Attorney General

OFFICE OF THE ATTORNEY GENERAL

October 8, 2010

The Honorable Felix P. Camacho
Governor of Guam
Office of the Governor
Ricardo J. Bordallo Governor's Complex
Adelup, Guam

Judith T. Won Pat, Ed.D
Speaker
I Mina' Trenta Na Liheslaturan Guahan
The 30th Guam Legislature
155 Hesler Place
Hagatna, Guam 96910

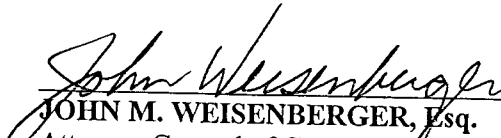
Nerissa Bretania Underwood
Superintendent
Guam Department of Education
P.O. Box DE
Hagatna, Guam 96932

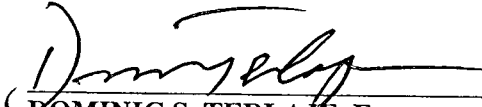
Ronald Ayuyu
Chairman
Guam Education Board

Greetings:

Buenas yan Håfa Adai! The Office of the Education Suruhanu (Ombudsman) and the Office of the Attorney General are pleased to advise you that they have entered into a Memorandum of Understanding to implement the provisions of P.L. 30-196, Section 27, (amending 17 G.C.A § 11100,) by which the Education Suruhanu is designated now as "an entity of the Office of the Attorney General." We have attached a copy of our Memorandum for your information.

We look forward to working together on behalf of the school children of Guam. *Dångkolo na Agradesimiento!*


JOHN M. WEISENBERGER, Esq.
Attorney General of Guam


DOMINIC S. TERLAJE, Esq.
Education Suruhanu

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
and
THE OFFICE OF THE ADEQUATE EDUCATION SURUHANU (OMBUDSMAN)**

This Memorandum of Understanding (hereinafter referred to as the "MOU") is entered into between the **OFFICE OF THE ATTORNEY GENERAL**, whose address is 287 West O'Brien Drive, Hagatna, Guam 96910, and the **OFFICE OF THE ADEQUATE EDUCATION SURUHANU (OMBUDSMAN)**, whose office address is 126 Ricardo J. Bordallo Governor's Complex, Adelup, and mailing address is P.O. Box 2950, Hagatna, Guam 96932.

RECITALS

WHEREAS, the Office of the Adequate Education Suruhanu (Ombudsman) (hereinafter referred to as "**Education Suruhanu**") was created by Public Law 29-19 and amended by Public Law 29-41 (See also Title 17 G.C.A. Chapter 11) for the purpose of investigating complaints related to the "Every Child Is Entitled To An Adequate Public Education Act" (Public Law 28-45) including the minimum requirements of an adequate public education (See Subsection 12 of Title 1 G.C.A. §715);

WHEREAS, the Office of the Adequate Education Suruhanu (Ombudsman) is headed by the Education Suruhanu who is appointed by the Governor of Guam with the advice and consent of the Guam Legislature, and operates independently of the Governor of Guam, Guam Education Policy Board, and the Department of Education in order to investigate complaints related to the Every Child Is Entitled To An Adequate Public Education Act;

WHEREAS, the Office of the Attorney General (hereinafter referred to as the "**AG**") is led by the Attorney General of Guam who is the Chief Legal Officer for the government of Guam and whose duties and responsibilities include, *inter alia*, prosecuting adult and juvenile criminal offenders; providing legal advice and guidance to government of Guam agencies, boards and commissions; enforcing the government rules and regulations of the Territory, and enforcing the local laws and applicable federal laws for all residents of Guam;

WHEREAS, the law had previously established the Education Suruhanu as "*independent entity of the government of the Guam*", but the Guam Legislature has recently amended the law establishing the Education Suruhanu as "*an entity of the Office of the Attorney General*" (See section 27 of Public Law 30-196 [FY2011 Budget Act] which amended §11100 of Title 17 G.C.A.) presumably for the purpose, *inter alia*, of enabling a closer working relationship between the two offices in order to accomplish compliance with the Adequate Public Education Act requirements;

WHEREAS, the AGO and Education Suruhanu reasonably believe that it is necessary to enter into a MOU in order to clarify their respective roles, duties, and responsibilities; and

NOW THEREFORE, in consideration of the mutual covenants and promises provided hereinafter the parties (AG and Education Suruhanu) hereby enter into this Memorandum of Understanding ("MOU") and agree to the following:

AGREEMENT

I. PURPOSE OF AGREEMENT.

The purposes of this Memorandum of Understanding ("MOU") are to clarify the roles, duties, and responsibilities between the AG and Education Suruhanu, and to establish mutually agreed upon procedures to facilitate the working relationship and establishment of the Education Suruhanu as an entity of the Office of the Attorney General.

II. THE OFFICE OF THE ATTORNEY GENERAL SHALL:

- A. Officially include the Office of the Adequate Education Suruhanu (Ombudsman) in its organization, records, and relevant documents as entity of the Office of the Attorney General.
- B. Agree that the Education Suruhanu much like an inspector general (IG) will function and operate independently and without supervision from the AG insofar as carrying out the Education Suruhanu's statutory duties and responsibilities for investigating complaints and non-compliance issues related to the Adequate Public Education Act; provided, however, for all other matters outside the scope of Education Suruhanu's functions under Chapter 11 of Title 17 G.C.A. the Education Suruhanu as an entity of the Office of the Attorney may be subject to the AG's supervision and direction.
- C. Cooperate with the Education Suruhanu in developing standard operating procedures and or guidelines regarding requests for administrative or personnel support toward enhancing the Education Suruhanu's investigation and to facilitate the referral process of the Education Suruhanu's findings and the AG's determination process for enforcing compliance.
- D. Designate the Deputy Attorney General or an Assistant Attorney General of the AG Civil/Solicitors Division to act as the AG's designee or primary liaison between the AG and the Education Suruhanu.
- E. Direct that all Deputy Attorneys General of all divisions of the AG including the Chief Prosecutor will provide professional cooperation to Education Suruhanu as is practiced between and among the AG divisions.
- F. Not be required to provide financial support from its budget to the Education Suruhanu who receives a separate budget and appropriation from the Guam Legislature for his personnel costs, operations and other expenses.

III. THE OFFICE OF THE ADEQUATE EDUCATION SURUHANU (OMBUDSMAN) SHALL:

- A. Officially become an entity of the Office of the Attorney General which shall be reflected in its organization, records and relevant documents.
- B. Agree that the Education Suruhanu much like an inspector general (IG) will function and operate independently and without supervision from the AG insofar as carrying out the Education Suruhanu's statutory duties and responsibilities for investigating complaints and non-compliance issues related to the Adequate Public Education Act; provided, however, for all other matters outside the scope of Education Suruhanu's functions under Chapter 11 of Title 17 G.C.A. the Education Suruhanu as an entity of the Office of the Attorney may be subject to the AG's supervision and direction.
- C. Cooperate with the AG in developing standard operating procedures and or guidelines regarding requests for administrative or personnel support toward enhancing the Education Suruhanu's investigation and to facilitate the referral process of the Education Suruhanu's findings and the AG's determination process for enforcing compliance.
- D. Direct that all members or staff of the Education Suruhanu will cooperate with the AG personnel and staff including the Deputy Attorneys General of all divisions of the AG and the Chief Prosecutor as is practiced between and among the AG divisions.
- E. Agree that the Deputy Attorney General or an Assistant Attorney General of the AG Civil/Solicitors Division will act as the AG's designee or primary liaison between the AG and the Education Suruhanu.
- F. Not require the AG to provide any financial support from its budget to the Education Suruhanu who receives a separate budget and appropriation from the Guam Legislature for his personnel costs, operations and other expenses.

IV. BOTH PARTIES ALSO HEREBY AGREE TO THE FOLLOWING:

A. Confidentiality of Documents/Information

Maintain the confidentiality of all investigative documents or privileged records.

B. Additional Documents

Both parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the purposes of this MOU/Agreement.

C. Entire Agreement

This MOU contains the entire agreement of the parties as it relates to clarifying the roles, duties, and responsibilities between the AG and Education Suruhanu, and to establish mutually agreed upon procedures to facilitate the working relationship and establishment of the Education Suruhanu as an entity of the Office of the Attorney General, and there are no other promises or conditions or any other agreement whether oral or written. This MOU supersedes any prior written or oral MOU on this subject between the parties.

D. Amendment

This MOU shall not be amended, modified, waived, discharged or terminated, except in writing by all parties hereto.

E. Severability

If any provision of this MOU shall be held or deemed by a court of competent jurisdiction to be invalid, inoperative or unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in the MOU.

F. Applicable Law

The MOU shall be governed by the laws and regulations of Guam.

G. Duration, Termination, and Renewal of the MOU


This MOU shall remain in effect and automatically renewed annually, unless sooner terminated in writing by both parties, provided 90 days written notice of terminating the MOU is given.

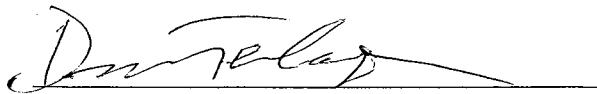
IN WITNESS WHEREOF, the parties have executed this MOU effective as of the

8th day of October, 2010.

OFFICE OF THE ATTORNEY GENERAL

OFFICE OF THE ADEQUATE EDUCATION SURUHANU (OMBUDSMAN)


By: **JOHN M. WEISENBERGER, Esq.**
Attorney General of Guam


By: **DOMINIC TERLAJE, Esq.**
Education Suruhanu

Date: 10/8/10

Date: 10/8/10