



Speaker Won Pat <speaker@judiwonpat.com>

Messages and Communications

Speaker Won Pat <speaker@judiwonpat.com>  
To: Guam Legislature Clerks Office <clerks@guamlegislature.org>

Fri, Aug 14, 2015 at 4:45 PM

8/14/2015 8/14/2015Guam Preservation Trust

Pursuant to P. L. 31-233; Agenda, Approved Minutes and Corresponding Attachments discussed at the Regular Board of Directors Meeting held on August 13, 2015. 33-15-0747

----- Forwarded message -----

From: Ruby Santos <rspreservation@guam.net>  
Date: Fri, Aug 14, 2015 at 11:22 AM  
Subject: Guam Preservation Trust - August 13 Board Mtg  
To: Speaker Won Pat <speaker@judiwonpat.com>, Elizabeth Mafnas <elizabeth.mafnas@guam.gov>, centralfiles@guam.gov  
Cc: Joe Quinata <jqpreservation@guam.net>

Hafa Adai,

In compliance to PL31-233, attached are the agenda, approved minutes and corresponding attachments discussed at the Regular Board of Directors meeting held on August 13, 2015.  
Please feel free to contact our office if you have any questions.

Regards,  
Ruby Santos  
Administrative Service Coordinator  
Guam Preservation Trust  
P.O. Box 3036  
Hagatna, Guam 96932  
Tel: (671)472-9439  
Fax(671)477-2047

Ufisinan | Etmás Ge'helo'Gi Liheslaturan Guáhan  
Office of Speaker Judith T. Won Pat, Ed.D.  
Kumiten Idukasion Tinakhele', Kottura, Laibirihan Pubbleko siha yan Asunton Famalao'an  
155 Hesler Place, Suite 201, Hagatna, Guam 96910  
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2015 AUG 14 PM 4:50

33-15-0747  
Office of the Speaker  
Judith T. Won Pat, Ed.D.

Date: 08/14/15  
Time: 4:45 PM  
Received By:

August 13 Board Mtg.pdf  
1540K

0747



# GUAM PRESERVATION TRUST

INANGOKKON INADAHÍ GUA'HAN

P.O. Box 3036 • Hagåtña, Guam 96932  
Tel: (671) 472-9439/40 • Fax: (671) 477-2047

**GUAM PRESERVATION TRUST  
REGULAR BOARD OF DIRECTORS MEETING  
THURSDAY, AUGUST 13, 2015  
3:00 P.M., GPT CONFERENCE ROOM  
A G E N D A**

- 1.0. CALL TO ORDER / ROLL CALL
  
- Action 2.0. APPROVAL OF MINUTES (July 9, 2015 Meeting)
  
- 3.0. OLD BUSINESS
  - Action 3.1. Rehabilitation Archbishop Flores Home – Archbishop Anthony Apuron
  - Action 3.2. American Soil/Chamorro Soul – Jessica Peterson
  - Action 3.3. Phase I - Study of a Pilot Study of Ancient mtDNA in Dentitions  
From the Naton Beach Side, Guam - Dr. Rosalind Hunter Anderson
  - Action 3.4. Who Wears the Beads? 2000 Years of Ornaments from an  
Archaeological Site on Guam – Judy Amesbury
  - Action 3.5. Fan Hasso Guahan – Guampedia
  - Action 3.6. Tan Na la'la, Ta Praktika, Para Hinemlo'ta, Outreach and Awareness  
Project – Haya Cultural Heritage & Preservation Development  
Foundation
  - Action 3.7. Malessó Bell Tower – Arborist Service
  - Action 3.8. Employee Handbook – SIRA Revision
  
- 4.0. NEW BUSINESS
  - Action 4.1. Credit Card – Policy
  - Action 4.2. APT Documentation Technologies Workshop - Sept. 4-5, 2015; Hawaii
  - Action 4.3. Marianas History Conference – September 4-6, 2015; Saipan
  - Action 4.4. Section 106 Training – October 2015
  
- 5.0. COMMITTEE REPORTS
  - Info 5.1. Budget & Finance Report  
Refer to Report
    - Action 5.1.a. YTD Balance
    - 5.1.b. FY16 Budget
  
  - Info 5.2. Architecture Committee Report  
Refer to Report
  
  - Info 5.3. Grants Committee Report  
Refer to Report
  
- 6.0. OPEN DISCUSSION
  
- 7.0. ADJOURNMENT



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**GUAM PRESERVATION TRUST**  
**REGULAR BOARD OF DIRECTORS MEETING**  
**THURSDAY, JULY 9, 2015**  
**3:00 P.M., GPT CONFERENCE ROOM**  
**M I N U T E S**

**Present:** Michael Makio, Architecture – P  
Rebecca Duenas, Chamorro Culture – A  
Eric Forbes, History – P  
Marilyn Salas, Chamorro Culture – A  
Joaquin Perez, Planning – A  
Cacilie Craft, Archaeology – P

**Also Present:** Joe Quinata, GPT – CPO  
Terrence Brooks, Legal Counsel  
Stephanie Flores, Representing  
Sen. Tina Barnes  
Ruby Santos, GPT Staff  
Andrew Tenorio, GPT Staff  
Anjelica Roscoe, GPT Staff  
Lawrence Borja, GPT Staff

**1.0. CALL TO ORDER / ROLL CALL**

Chairman Makio called the meeting to order at 3:09 and roll call was conducted.

**2.0. APPROVAL OF MINUTES (June 4, 2015 Meeting)**

Chairman Makio opened the floor for discussion of the June 4, 2015 Board Meeting. The Board discussed the effective date of the 3% salary increase and agreed to clarify the motion under Old Business.

The Board discussed the Memorandum of Understanding between DPW and GPT.

**Motion** With no changes, Rebecca Duenas motioned to approve the minutes as read. The motion was seconded by Eric Forbes and unanimously approved.

**3.0 OLD BUSINESS**

The Board discussed the motion made during the June 4, 2015 regarding the 3% salary increase for affecting four employees. The motion did not clearly indicate the date the increase would be effective.

**Motion** With no further discussion, a motion was made by Joaquin Perez to amend the original motion adjusting the salary, (3% increase), of the four individuals (Ruby Santos, Nicole Calvo, Anjelica Roscoe, and Andrew Tenorio) to be effective on the June 10, 2015 payroll. The motion was seconded by Eric Forbes and unanimously approved.

**3.1. Historic Homes/Structures – Maintenance Schedule**

Chairman Makio reported Board member Dave Lotz had recommended a review and of a historic structure maintenance schedule.

Joe Quinata noted the maintenance schedule has always been issued by GPT as part of a covenant agreement and guidelines for owners of historic structures.

The maintenance schedule can be adopted as a Board policy or as a condition to a covenant agreement as a guideline for maintenance.

The Board discussed inserting an inspection schedule.

The Board was invited to review the existing maintenance schedule and respond via email for further review by committee.

### **3.2. Employee Handbook – Review & Recommendations**

Joe Quinata reported Legal Counsel Terrence Brooks has inserted the language and areas recommended by the Board during the previous Board meeting.

A correction under observed holidays was noted replacing Discovery Day with Guam History and Chamorro Heritage Day.

The Board discussed the Military Leave of Absence Policy.

#### **Motion**

With no further discussion, Rebecca Duenas motioned to approve the Employee Handbook with the correction replacing Discovery Day with Guam History and Chamorro Heritage Day. Cacilie Craft seconded the motion and was unanimously approved.

### **3.3. GPT By-Laws - Review & Recommendations**

Joe Quinata reported the ad hoc committee reviewed the By-Laws and the draft was circulated for Board's review. Changes were made to correct the street address and the regular dates to conduct monthly Board meetings.

Legal counsel advised the Guam Law states a date must be set in the by-laws.

The Board may adjust the schedule with public announcements of the change.

The Board discussed setting the second Thursday of every month as the regular Board meeting date.

The committee also recommended replacing "Executive Director" with "Chief Program Officer or designee" throughout the document.

The Board discussed the process of circulating Electronic votes and ratifying action at the following Board meeting.

Legal counsel will prepare the language regarding allowance of electronic votes to be ratified at the Board meeting that follows and limited to action on minor and extraordinary issues; and include language on quorum requirements and allowance for attendance by telephone or electronically.

The Board requested to replace "sexes" to "all gender" under Item 2.16.

The Board discussed the responsibilities of the Board officers and suggested to include a statement that the Board of the Trust and the management will work together to oversee the responsibilities of the Board.

Further discussion was tabled and referred back to committee for Board's further review and input.

## **GUAM PRESERVATION TRUST**

**INANGOKKON INADAHI GUA'HAN**

**3.4. Latte Quarrying Project**

Joe Quinata reported the committee reviewed the request and will not recommend for Board action until a response is received from the applicant regarding details on the project.

A copy of the request will be circulated for Board members to review.

**4.0. NEW BUSINESS**

No Discussion.

**5.0. COMMITTEE REPORTS****5.1. Budget & Finance Report****Refer to Report**

Info

**5.1.a. YTD Balance**

Joe Quinata reported the current GPT fund balance is \$6,454,393.79.

A total of \$1,576,057.42 is available for grants and projects.

The next quarterly release from Dept. of Administration for the collection of permit fees is expected in August.

The Board requested to reinstate a pie chart format as a visual perspective of the grants and project expenditures.

Staff will schedule a historic sites orientation which will include a field trip to the newly inherited Atantano property. Staff will poll the Board for a convenient date and time to conduct the sites tour.

The Board will be polled for the next Budget & Finance committee meeting.

**5.2. Architecture Committee Report****Refer to Report**

Info

**FQ Sanchez Facility**

Chairman Makio reported the committee met to review the revisions submitted by RIM Architects for the covered walkway and the drainage of the facility and satisfies the committees concerns.

Info

**Rosario House**

The draft Historic Structures Report prepared by Glen Mason was received and reviewed by the committee.

The report included photos taken in 1925 and in 1954.

The 1925 photo shows the vernacular design, original landscape, and tile roofing.

Richard Olmo volunteered to participate in the review of the Historic Structures Report.

**5.3. Grants Committee Report****Refer to Report**

The Board reviewed the Grants Committee Report for updates on grants.

**6.0. OPEN DISCUSSION**

- Legal Counsel Terrence Brooks advised the deed for the George Flores house will be finalized next week.

- Chairman Makio commented that he would like staff to re-open the efforts to restore the Baptist Church in Inalahan

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**7.0. ADJOURNMENT**

**Motion**

With no further discussion Rebecca Duenas motioned to adjourn. The motion was seconded by Cacilie Craft and unanimously approved. The meeting adjourned at 4:57 p.m.

Transcribed by: \_\_\_\_\_

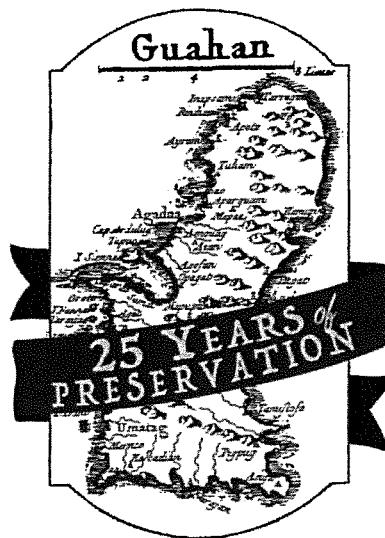
Approved by:  \_\_\_\_\_

Date: \_\_\_\_\_

Date: 8/13/2015 \_\_\_\_\_

**GUAM PRESERVATION TRUST**

**INANGOKKON INADAHÍ GUA'HAN**



GUAM  
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INADAHI GUAHAN  
TRUST

## MAINTENANCE SCHEDULE FOR HISTORIC HOMES AND STRUCTURES

**GUAM PRESERVATION TRUST  
MINIMUM MAINTENANCE SCHEDULE  
FOR HISTORIC HOMES AND STRUCTURES**

The following maintenance schedule is important and necessary to preserve all historic homes and structures. Although, the schedule is general, specific attention relative to the type(s) of structure(s) is required. Please consult with the Guam Preservation Trust or your building contractor if you have any questions regarding the following schedule:

**1. Masonry**

- a. Check for moist areas, cracks, crumbling material, loose pieces, missing mortar, efflorescence (white discoloration).
- b. Check where moisture is entering any masonry and repair any leaks
- c. If significant cracks, surface spalling, or material deterioration is found, notify GPT immediately to discuss remedial action – maintenance remains the responsibility of the Owner.
- d. Repair to provide additional support to door or window heads which are unstable.
- e. Re-flash, re-caulk leaking joints as required.

**2. Roofing**

- a. Check for loose roofing tin
- b. Repair leaks, weak areas, loose attachments
- c. Replacement material (if necessary) shall be as close as reasonably possible to the original material in terms of color, texture and visual appearance

**3. Gutter and Downspouts**

- a. Test for leaks or blocked sections
- b. Clean system of any blockages and repair leaks
- c. Any downspout replacement sections shall be installed with seam turned away from wall

**4. Caulking Compound**

- a. Check caulking for cracked or brittle pieces
- b. Remove any damaged area, clean, prime or seal according to manufacturer's specifications
- c. Sealant shall be color to match adjacent construction or shall be paintable



**5. Woodwork: Doors, Windows, and Trim**

- a. Check for moisture damage, warping, splitting and unsound joints
- b. If wood is decayed determine source of moisture, stop leaks, and replace decayed wood- repair unsound joints
- c. Check for loose attachments of hardware and reattach where necessary
- d. Lubricate moving parts, such as door hinges with non-running grease or silicon
- e. Replacement material shall be as close as reasonably possible to the original material in terms of color, texture, and visual appearance
- f. When replacing wood, coat all bear wood with preservative and refinish

**6. Metal windows**

- a. Check for loose joints, deteriorated paint, corrosion holes, moisture damage and wear
- b. Repair any loose joints or attachments
- c. Check putty for cracks or missing pieces - re-glaze where necessary
- d. Adjust and lubricate all hardware
- e. Replacement material shall be as close as possible to the original material in terms of color, texture, and visual appearance

**7. Window Screens**

- a. Remove debris, unclog any drainage slots in frames
- b. Check for loose joints, deteriorated paint, corrosion holes, moisture damage wear
- c. Repair any loose joints or attachments

**8. Glass**

- a. Check for cracked or broken panes of glass
- b. Replace all cracked and broken glass

**9. Paint**

- a. Check for worn, bare spots, blistering, peeling, mildew
- b. Check where moisture is entering wood and stop leaks
- c. Wash mildew with fungicide
- d. Split blisters, scrape peeling areas, remove rust and sand rough spots
- e. Coat bare wood with preservatives
- f. Prime and paint (2 finish coats) wood using materials compatible with the preservative
- g. For ferrous metals, scrape and wire brush deteriorated paint and rust from metal

- h. All repainting shall be as close as possible to the original material in terms of color, texture, and visual appearance

#### **10. Exterior Light Fixtures**

- a. Check for deteriorated paint, rust, corrosion, moisture damage and wear
- b. Repair any loose joints, weak links, attachments, or hard wear
- c. When metal finish deteriorates, restore to match original
- d. When paint finish deteriorates, repaint to specifications of Section III, Subsection 9 of this Agreement

#### **11. Structural Checkpoints**

- a. Check exposed exterior and interior surfaces of walls and foundations, with particular attention to areas of stairway, floor openings, wall openings, and changes in masonry material – check for cracks, collapsing, leaning or bulging areas or other signs of uneven settlement, movement, or structural deterioration
- b. Check interior wall surfaces at upper levels, with particular attention to joints between side and front and rear walls, joints between floors and end walls, and joints between partitions and ceilings – check for cracks, crumbled plaster, gaps between finishes or other signs of movement
- c. Check exposed roof framing members for deterioration – check exposed masonry where framing members bear on walls for crumbling or gaps which might indicate wall movement
- d. If deteriorated structural members, significant cracks or other signs of movement are observed, notify GPT immediately to discuss remedial action – maintenance remains the responsibility of the Owner as specified in Section II of this Agreement

#### **12. Insect Infestation**

- a. Inspect building for termites and other wood damaging insects – note evidence of insect activity: small holes in wood, small piles of sawdust, clay tubes on pieces of wood, or actual insects.
- b. When signs of insect activity are present, have building inspected by a professional exterminator.
- c. Treat as necessary.

# **GUAM PRESERVATION TRUST**



**GUAM**  
**INANGOKKON**  
**PRESERVATION**  
**INADAHÍ GUAHAN**  
**TRUST**

## **EMPLOYEE HANDBOOK**

*REVISED JULY 9, 2015*

# **GUAM PRESERVATION TRUST**

## **EMPLOYEE HANDBOOK**

### **1.0 PURPOSE & USE OF THE HANDBOOK**

This Handbook has been prepared to inform personnel of the Guam Preservation Trust (GPT) about their responsibilities to GPT, as well as GPT's responsibilities and obligations to its employees. The Employee Handbook is the repository of all information that each employee may require of their daily activities and designed to inform everyone, of GPT policies in general.

### **2.0 THE HISTORY OF THE GUAM PRESERVATION TRUST**

The Guam Preservation Trust was created as a non-profit public corporation in 1990 by Public Law 20-151. Its mandated purposes are

- To seek outside grants and donations
- To acquire title in fee simple, in leasehold, or by easement, through donation, transfer, dedication, purchase, or eminent domain, of threatened Guam properties for the preservation of their historical value
- To support other activities directly related to increasing the public appreciation of and benefit from historical places

### **3.0 EMPLOYMENT PRACTICES**

#### **3.1. Equal Employment Opportunity**

GPT is an Equal Opportunity Employer. It is the policy of the Trust to provide equal opportunity at all times without regard to race, color, religion, sex, age, national origin, ancestry, marital status, sexual orientation, citizenship, veteran status, disabilities, or other grounds protected under the state and federal laws.

#### **3.2. Employment Status**

The following employment classifications are effective as of January 1, 2006:

**Full Time Employee:** A full time employee is one who has been hired for a period of 26 consecutive weeks or more, for a minimum of 40 hours a week. A full time employee is eligible for full benefits.

**Part Time Employee:** A part time employee is one who is hired for a period of 26 consecutive weeks or more, for less than 40 hours a week. Benefits are limited to statutory benefits.

**Short Term Employee:** A short-term employee is one who has been hired to fill a temporary need. Benefits are limited to statutory benefits.

#### **3.3. Probation Period**

The first 90 days of employment is an orientation period designed to introduce employees to GPT, its policies, procedures and staff. During this phase the employee has an opportunity to become familiar with his or her job duties. The Chief Program Officer

will be assessed by the Board of Directors. All other employees will be evaluated by the Chief Program Officer. A copy of the employee evaluation form is attached

Employees who successfully complete the probationary period will be recommended for continued employment and may result in a change in pay rate based on the review and approved by the Board of Directors. Regardless of whether or not employment continues after the 90-day probationary period, the employee retains the right to terminate employment with GPT, without prior notice or cause, and GPT retains the right to terminate the employee at any time, with or without cause.

### **3.4. Work Schedule and Attendance**

#### **3.4.A. GPT Office Hours**

GPT office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except on the days observed as holidays.

#### **3.4.B. Absence and Tardiness**

It is the responsibility of the employee to report to work on time in accordance to their employment status. Excessive absences without a valid excuse will be grounds for warning and/or termination.

#### **3.4.C. Lunch Hour**

Lunch hour is generally between 12:00 p.m. – 1:00 p.m. In the event that the office must be manned during the lunch hours, the Chief Program Officer may schedule employee lunches on a rotation basis in order to accommodate the public needs.

#### **3.4.D. Rest/Break Periods**

Two rest/break periods of not more than 15 minutes each are permitted, one during the morning and the other during the afternoon. Rest/Break periods should not be taken at a time when it would be disruptive to work flow.

### **3.5. Grievance Procedures**

Employees who have a work related concern or feel that they have been treated unfairly are encouraged to discuss the matter with the Chief Program Officer. If the employee is not satisfied with the results of the discussion, the next step would be to notify the Board Chair in writing for solution to grievance.

### **3.6. Resignation / Termination**

#### **3.6.A. Notice.**

An employee leaving GPT voluntarily is expected to give at least two (2) week notice in writing so that a replacement may be found. Violations of the policies set forth in this Employee Handbook or failure to perform the duties and responsibilities of the job for which they were hired can result in the discipline or termination of an employee with no prior notice. If GPT is required to reduce costs of personnel due to lack of administrative or operational funding, or funding of projects or grants, employees affected will be given thirty (30) days notification.

### **3.6.B. Separation Process.**

Upon separation from GPT, all keys, credit cards, and other GPT property must be returned prior to the last day of employment. GPT will issue any earned wages, accrued vacation, or sick leave, within 2 weeks of separation.

## **4.0 Compensation**

### **4.1. Payday**

Employees are paid on a bi-weekly basis on the established pay period schedule.

### **4.2. Payroll Deductions**

GPT is required by law to withhold certain federal and state taxes from wages paid to employees. These deductions include Federal Income Tax (FIT), Social Security (FICA), and Medicare withholdings.

### **4.3. Salary Advance for Employee on Leave**

The Trust has a procedure which will enable an employee to obtain an advance on the salary which would be due during his/her vacation leave. The procedure requires the employee to notify the Chief Program Officer three (3) weeks prior to the intended vacation period. This will allow sufficient time for the payroll processor to verify, prepare fund transfers for check issuance.

### **4.4. Overtime Work**

Overtime work must be approved by the Chief Program Officer and justified as work to be conducted after normal business hours. Compensation for overtime will be rated at time and a half of the employee's normal pay rate or unless otherwise negotiated as compensation time.

## **5.0 Employee Benefits**

### **5.1. Eligibility for Benefits**

An employee may be eligible to receive the benefits listed below depending on his or her employment classification. Regular full-time employees are eligible for enrollment thirty (30) days upon hire. Short-term employees may qualify for certain benefits upon meeting the eligibility requirement for the benefit(s).

### **5.2. Holidays**

Regular full-time employees receive **12** paid holidays a year. The following holidays are observed:

Guam History and Chamorro Heritage Day	Veterans Day
Founders Day	All Souls Day
Memorial Day	Thanksgiving Day
Independence Day	Our Lady of Kamalen Day
Liberation Day	Christmas Day
Labor Day	New Year's Day

To receive holiday pay, employees must work the scheduled workday before and the workday after the holiday. However, if the last day of employment falls on a holiday, the

employee will be paid for the holiday. If the holiday falls on the weekend, observance will be on the workday before or after the actual holiday date.

### **5.3. Annual Leave**

Annual Leave is accumulated incrementally each pay period and may be taken as it is accumulated and pre-approved by the Chief Program Officer. Annual leave should be requested far enough in advance and scheduled at times when the least possible disruption of workload and staffing will occur. As a general rule, if an employee becomes ill during a pre-approved annual leave, he or she may not charge the time to sick leave.

Annual leave shall be granted to employees occupying permanent positions, in accordance with the following schedules:

- (1) One half day (4 hours) for each full biweekly pay period in the case of employees with one (1) to five (5) years of service;
- (2) Three-fourths day (6 hours) for each biweekly pay period except that for accrual for the last full biweekly pay period in the year shall be one and one-fourth day (10 hours) in the case of employees with six (6) to ten (10) years of service.
- (3) One day (8 hours) for each full biweekly pay period in the case of employees with eleven (11) years or more of service.

Employees entitled to annual leave hereunder may accumulate up to four hundred eighty (480) hours thereof. Any annual leave earned by eligible employees in excess of four hundred eighty (480) hours shall be automatically credited to such employee's accumulated sick leave, provided, that not more than *one hundred twenty (120)* hours shall be credited to said sick leave.

Employees entitled to annual leave may, prior to his or her taking of any such leave, receive a lump sum payment in cash equivalent to the amount of leave authorized to be taken.

### **5.4. Sick Leave**

#### **5.4A Defined**

Employees occupying permanent positions shall accrue sick leave at the rate of one half day (4 hours) for each biweekly pay period in which they are in pay status for the entire ten (10) days; otherwise, there shall be no accrual for such period.

#### **5.4B Accumulation**

Unused sick leave may be accumulated and carried over to succeeding leave years without limitation.

#### **5.4C When Allowed**

Sick leave with pay shall be allowed whenever the employee is compelled to be absent from duty on account of illness, injury, medical condition, or because of quarantine due to his own or another's illness.

#### **5.4D Certification**

If an employee is absent because of illness, injury, medical condition or quarantine in excess of three (3) consecutive days, he or she may be required to furnish a certification as to the incapacity from a regularly licensed physician or other evidence administratively acceptable.

#### **5.4E Administration**

If the certification required by Subsection (D) is not furnished, all absence which would have been covered by such certification shall be indicated on the payroll as leave of absence without pay.

#### **5.4F Lump Sum Payment Prohibited**

No employee of GPT shall receive cash payment for sick leave accrued at the time he or she is terminated or resigns.

#### **5.4G Family and Medical Leave**

Eligible Employees may take leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) for any birth of the employee's child, the placement of a child with the employee for adoption or foster care, when the employee is needed to care of child, spouse, or parent who has a serious health condition, or when the employee is unable to perform the functions of his or her job because of a serious health condition. Eligible employees are allowed to take up to 12 weeks of FMLA leave during a 12 month period.

#### **5.5. Emergency Leave**

Employees may be eligible for up to 5 days paid emergency leave per calendar year should a death or unanticipated crisis occur in the employees immediate family. Requests for emergency leave must be approved by the Chief Program Officer. In certain circumstances the Board may approve emergency leave.

#### **5.6. Jury Duty Leave**

Employees called to serve on a jury, or subpoenaed to appear in court, will continue to receive their full salaries and fringe benefits upon presentation of the court notification.

#### **5.7. Maternity Leave.**

Maternity leave shall be granted to a female employee occupying a permanent position who is absent from work as a result of childbirth. Such maternity leave shall not exceed twenty (20) days) encompassing the date of childbirth. Any additional leave taken for such childbirth purpose may be charged against accumulated sick leave or may be unpaid leave at the option of the employee. Total leave, whether maternity, sick or unpaid leave, shall not exceed six (6) months without the approval of the Chief Program Officer or Board of Directors.

#### **5.8. Paternity Leave**

Paternity leave shall be granted to an employee occupying a permanent position upon the birth of their respective child or children. Such paternity leave shall not exceed *twenty (20)* days of paid leave and must encompass the date of childbirth. Any additional leave taken for such purpose may be charged against accumulated sick leave,



or may be unpaid leave at the option of the employee. Total leave, whether paternity, sick or unpaid leave shall not exceed two months without approval of the Chief Program Officer or Board of Directors.

#### **5.10 Health Incentive Leave**

GPT offers employees t h r e e (3) hours a week for activity in wellness and fitness to promote good health without assessing any leave.

#### **5.11. Administrative Leave**

GPT offers administrative leave if the employee engages in activity in representing Guam or servicing the community in cultural or preservation aspects without assessing any annual leave. Employees will be required to submit a proof or request of service for the activity or event.

#### **5.12. Military Leave of Absence**

Employees and applicants will not experience any type of discrimination based on their application to enlist, membership, or performance of duties in the uniformed services. GPT grants military leave of absence to employees who enlist for up to five (5) years of active duty in the US military or reserve or National Guard training, or call to active duty.

Employees must notify the Chief Program Officer in advance whenever possible. Military leave is unpaid, unless an employee elects to use available annual leave to receive pay for the duration of their military leave; however compensation will cease if amount of annual leave is exhausted.

Employees on military leave do not accrue vacation or sick leave, however, the time off counts toward an employee's length of service in determining rate at which the employee can accrue vacation, pay, and other benefits after returning from military leave.

Employees returning from military leave must report to work at the start of the next pay period.

### **6.0 Health Insurance**

#### **6.1 Medical Insurance**

Medical Insurance Coverage is offered to full-time regular employees of GPT. The insurance will cover the employee and their immediate family members or legal dependents.

#### **6.2. Dental Insurance**

Dental Insurance Coverage is offered to full-time regular employees of GPT. The insurance will cover the employee and their immediate family members or legal dependents.

#### **6.3. SIRA**

Simple IRA plan is offered to full-time regular employees of GPT. GPT will cover no more than 5% of the employee's gross wage per fiscal year. Employees have the option to participate and/or contribute to the program by payroll deduction.

#### **6.4. Term Life**

Term Life Insurance is offered to full-time regular employees of GPT. The insurance will cover the employee.

#### **6.5 Keyman Insurance**

Key man life insurance may be offered to the Chief Program Officer of GPT. The GPT pays the premiums and is the beneficiary of the life insurance policy. Insurance benefit would be paid out to the GPT in case of death, sickness, or injury of the insured

#### **6.6. Consolidated Omnibus Budget Reconciliation Act (COBRA)**

If an employee is provided Health and/or Dental benefits (6.1 & 6.2), and is released from employment by GPT due to circumstances such as voluntary or involuntary job loss, reduction in the hours worked, transition between jobs, death, divorce, and other life events, GPT offers the employee continuance of Health Coverage for a limited period. The qualified individual will be required to pay the entire premium for the coverage up to 102 percent of the cost to the plan.

#### **6.7. Worker's Compensation Insurance**

Work related injuries are covered by Worker's Compensation Insurance. The amount of benefits payable and the duration of payment depend on the nature of your injury.

If injured on the job, you must immediately report such injury to the Chief Program Officer. An employee's failure to report may jeopardize the employee's right to benefits in connection with the injury.

#### **6.8. Beneficiary Assignment**

A consent form to assign a receiver of any outstanding compensation or benefits is attached in the event of absence or demise when employed by GPT.

### **7.0 COMPANY POLICIES**

#### **7.1. Individuals With Disabilities**

GPT recognizes that employees with disabilities, including life-threatening illnesses such as cancer, heart disease, HIV, and AIDS, may wish to continue to work and to engage in normal activities to the extent that their condition allows. These employees may work as long as they are able to meet acceptable job-performance standards with or without reasonable accommodation, and as medical evidence indicates that their condition is not a direct threat to the health and safety of themselves or others.

Employees with disabilities, including life-threatening illnesses, are entitled to confidentiality concerning their medical status and records.

GPT prohibits discrimination by supervisors or co-workers towards qualified individuals with disabilities, including those with life threatening illnesses. Discrimination includes

not only conduct affecting employment decisions but also workplace harassment and intimidation.

Any employee who believes that he or she has been subjected to discrimination on the basis of a disability or life-threatening illness should immediately raise the issue with the Chief Program Officer or the Board of the Directors. Retaliation against any employee for raising such a good-faith complaint is strictly prohibited.

### **7.2. Drug Free Workplace**

GPT has a responsibility to its employees, to those who use its services, and to the general public to ensure a safe and efficient work environment.

As a condition of employment, all employees are expected to:

- Submit to an initial illegal drug screen at the time of employment.
- Refrain from the unlawful manufacture, distribution, dispensation, possession, or use of an illegal controlled substance or the unauthorized use of alcoholic beverages while on the job or on GPT premises.
- Report for work alcohol and drug free (i.e., not smelling of alcohol and with no detectable level of alcohol or illegal drugs in their system)
- Notify the Chief Program Officer when using any prescription medication that may adversely affect their fitness for duty or job performance.
- Notify the Chief Program Officer no later than 5 days after conviction of any criminal drug violation occurring in the workplace.

Any employee who is believed to be impaired by or in possession of alcohol or illegal drugs at the workplace may be subject to search and substance screening, and/or inspection of his or her workplace, as determined by the Chief Program Officer. Any violation of GPT's drug-free workplace policy may result in disciplinary action, up to and including immediate termination.

Employees are subject to medical or physical examinations or tests, including urine drug screen, at the determination of the Chief Program Officer, if there is reasonable cause to suspect that the employee is in violation of this policy.

### **7.3. Non-Smoking Workplace**

GPT is committed to maintaining a comfortable and healthy work environment that accommodates the needs of smoking and non-smoking employees. Smoking is not permitted within GPT's office.

### **7.4. Harassment**

Harassment of an individual on the basis of race, ancestry, national origin, or any other class protected by law is strictly prohibited. An employee who feels that he or she has been harassed by another employee should report the incident immediately to the Chief Program Officer or the Board of Directors. Retaliation by other employees for filing a complaint is prohibited and investigations will be kept confidential to the extent possible.

## **7.5. Sexual Harassment**

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature that substantially interferes with an employee's work performance or creates an intimidating, hostile, offensive, or abusive work environment. An employee who believes that he or she has been subjected to sexual harassment at work should immediately report the incident to the Chief Program Officer or Board of Directors. Every effort will be made to promptly investigate all allegations in as confidential a manner as possible. The nature of the complaint shall be provided to those on a need-to know basis only. An employee who is determined to have acted in violation of GPT's sexual-harassment policy will be subject to appropriate disciplinary action, up to and including immediate termination.

Retaliation by other employees for filing a complaint, being a witness, or cooperating in an investigation of sexual harassment is prohibited.

## **7.6. Safe and Secure Work Environment**

GPT will make every effort to ensure a safe and secure work environment, and will not allow verbal or physical intimidation or threats of violence toward any employee.

Any employee who believes that the actions or words of a co-worker, visitor, or third party constitute intimidation or a threat of violence should report to the Chief Program Officer or Board of Directors. All complaints will be taken seriously and investigated promptly in as confidential a manner as possible. Any employee found to have engaged in an intimidating or threatening behavior toward another individual will be subject to appropriate disciplinary action, up to and including termination.

Employees are expected to exercise normal care and caution in the performance of their job and to report all unsafe conditions immediately to the Chief Program Officer or Board of Directors.

In the event of a tidal wave, earthquake, or other emergency, employees are directed to stay tuned to the local news for instructions. The Chief Program Officer will contact staff in case of an emergency situation requires that employees not report to work.

During typhoon conditions, employees should observe standard civil defense procedures. If a "watch" is issued, a typhoon is expected within 36 hours – individuals should take precautions and report to work as usual. If a "warning" is issued, a typhoon is expected within 24 hours; take immediate action and do not report to work. Employees who travel to areas where typhoon conditions are present should heed the warning issued by the local safety officials.

Adopted April 2006

Amended: Resolution 0806-30

\*Revisions: Resolution 0806-31; Benefits: SIRA

\*Revisions: Resolution 0407-22; Benefits: Term Life

\*Revisions: Resolution 0308-18; Benefits: COBRA

\*Revisions: Board Motion 07/9/15; Probation, Resignation/Termination, Holidays, Health Incentive, Administrative Leave, Military Leave, Keyman Insurance, Worker's Compensation; Beneficiary Assignment, Drug Free Workplace, Forms (Employee Evaluation, Beneficiary Assignment, Receipt & Acknowledgement of GPT Employee Handbook & Policies)

**GUAM PRESERVATION TRUST**  
**Employee Evaluation**

**NAME OF EMPLOYEE:**

**POSITION TITLE OF EMPLOYEE:**

**EVALUATION PERIOD:**

**OVERALL EVALUATION:** \_\_\_\_ Satisfactory \_\_\_\_ Unsatisfactory

**NOTE:**

**Evaluation of unsatisfactory must be substantiated by specific comments providing the basis upon which the evaluation was made.**

**COMMENTS BY EVALUATOR:**

*Indicators of work output:*

*1. Administration*

*2. Community Relations*

*3. Other*

**Development for next evaluation:**

**COMMENTS BY EVALUATEE:**

**EVALUATEE:**

---

**Signature**

**Date**

**EVALUATOR**

---

**Signature**

**Date**

**BENEFICIARY ASSIGNMENT**

I \_\_\_\_\_ hereby assign \_\_\_\_\_, my  
(Employee Name) (Primary Beneficiary or Receiver)

\_\_\_\_\_ as a beneficiary to receive and accept any compensation or  
(Relationship)

benefits I've earned or offered by the Guam Preservation Trust in the event of my absence or  
demise.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
GPT Management Witness Name

\_\_\_\_\_  
GPT Management Witness  
Signature

\_\_\_\_\_  
Date

**RECEIPT & ACKNOWLEDGEMENT OF  
GUAM PRESERVATION TRUST EMPLOYEE HANDBOOK AND POLICIES**

*I hereby acknowledge that I have received, read, and accept the Employee Handbook and policies of the Guam Preservation Trust. I accept all the terms and conditions as stated in the Handbook and will comply as a condition of employment.*

*I understand that this handbook supersedes and revokes all previous practices, procedures, policies and other statements of the Guam Preservation Trust, whether written or oral, that modify supplement or conflict with this Employee Handbook.*

\_\_\_\_\_  
**(PRINT NAME OF EMPLOYEE) (EMPLOYEE SIGNATURE) (DATE)**

\_\_\_\_\_  
**(PRINT NAME OF MANAGEMENT WITNESS) (SIGNATURE OF MANAGEMENT WITNESS) (DATE)**



**SECOND AMENDMENT**

**BY-LAWS**

**OF**

**GUAM PRESERVATION TRUST**

**ARTICLE ONE**

**OFFICES**

1.01 Principal Office. The principal office for the transaction of the business of this corporation is located at 167 Padre Palomo Street, Hagatña, Guam. The Board of Directors has full power and authority to change the principal office from one location to another in Guam by noting the changed address and the effective date below:

\_\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_

1.02 Other Offices. Branch or subordinate offices may, at any time, be established by the Board of Directors at any place as the corporation’s business may require.

**ARTICLE TWO**

**BOARD OF DIRECTORS**

2.01 Appointment. Members of the corporation’s Board of Directors shall be appointed by the Governor of Guam, with the consent of the Guam Legislature in accordance with 4 Guam Code Annotated, section 2103; Government code of Guam, Section 13985.60 and Section 13985.61 (5), or as otherwise provided by law.

2.02 Tenure. Members of the Board of Directors shall serve terms as provided in Government Code of Guam Section 13985.62, or otherwise provided by law.

2.03 Number. The Corporation shall have five (5) directors and five (5) alternate directors pursuant to Government Code of Guam section 13985.60, and section 13985.61, or as otherwise provided by law.

2.04 Classification of Directors. A majority of the board shall be recognized professionals in the disciplines of history, prehistoric and historic archaeology, or architecture. At least

- one (1) member of the Board shall be knowledgeable in historic preservation. At least one (1) member must be knowledgeable of traditional Chamorro society and culture, pursuant to Government Code of Guam, section 1985.60, or as otherwise provided by law.
- 2.05 Quorum. Pursuant to Government Code of Guam, section 13985.61(5) and section 13985.62, a quorum shall consist of four (4) members for the transaction of official business, or as otherwise provided by law.
- 2.06 Compensation. Pursuant to Government code of Guam, section 138985.61 (5) and section 13985.62 (b), each member of the board shall be compensated Fifty-dollars (\$50.00) for each board meeting they attend, not to exceed One Hundred Dollars (\$100.00) per month. Members traveling on official business shall receive per diem at the established Government of Guam rates or as otherwise provided by law.
- 2.07 Removal. Pursuant to 5 Guam Code Annotated, section 43106, or as otherwise provided by law, the unexcused absences of a member of the board from three (3) consecutive regular meetings shall constitute a cause for removal of the member from the board, and the Governor of Guam may thereupon remove such a member from the board, and the Governor of Guam may thereupon remove such a member from the board. The determination of whether a member's absence is excused or unexcused shall be made by the other members of the board.
- 2.08 Quarterly Attendance Report. The chairperson of the board shall submit a quarterly report on the attendance of the members of the board to the Governor of Guam, pursuant to 5 Guam code Annotated, section 43107, or as otherwise provided by law.
- 2.09 Conduct of Meetings. All meetings of the board shall be conducted pursuant to 5 Guam code Annotated, Chapter 8, the "open Government Law", or as otherwise provided by law.
- A) Regular Meetings.  
Regular meetings of the board shall be held monthly at the pleasure of the majority of the board of directors at the corporation's principal place of business. Adequate public notice of such meeting shall be given, whether by newspaper of general circulation or by radio or television which is reasonably calculated to provide notice of said meeting pursuant to 5 Guam Code Annotated, section 8104 (5) and section 8107, or as otherwise provided by law.
- B) Special Meetings.
- i. Notice. Pursuant to 5 Guam Code Annotated, section 8108, or as otherwise provided by law, a special meeting may be called at any time by the presiding officer of the board or by a majority of the members of the board, at least twenty-four (24) hours prior to the time of such meeting as specified in the notice. Notice shall be given to each newspaper of general

circulation and broadcasting station within Guam at least twenty-four (24) hours prior to the time of such meeting as specified in the notice.

- ii. Contents of Notice/Scope of Business to be Transacted. The notice of any special meeting shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such special meetings of the board.
- iii. Waiver of Notice in event of Emergency. The twenty-four (24) hour notice required by section B (ii) may be waived in the event of an emergency certified to in writing by the presiding officer of the board or by a majority of the members of the board. All necessary business in the event of an emergency may be conducted by the board.
- iv. Waiver of Notice by Members. Written notice may be dispensed with as to any member who at, prior to or subsequent to the time the meeting convenes files with the clerk or Chief Program Officer a written waiver of notice. Such written notice may be dispensed with as to any member who is actually present at a meeting at the time it convenes.

## 2.10 Adjournment.

- A) Pursuant to 5 Guam Code Annotated, section 8109 or as otherwise provided by law, the board may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members of the board are absent from any regular or adjourned regular meeting, the clerk or Chief Program Officer may declare the meeting adjourned to a stated time and place and he or she shall cause a written notice of the adjournment to be given in the same manner as section B (i) of this Article, supra for special meetings, unless such notice is waived as provided for special meetings. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special or adjourned special meeting was held within twenty-four (24) hours after the time of adjournment. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order or adjournment of any meeting is to be held it shall be held at the hour specified for regular meetings.
- B) Any hearing being held or noticed or ordered to be held by the board at any meeting may by order or notice of continuance be continued or re-continued by any subsequent meeting of the board in the same manner and to the same extent set forth in section 2.10 (A) of this Article, supra, for the adjournment of meetings; provided, that if the hearing is continued to a time less than twenty-four (24) hours after the time specified in the order or notice of hearing, a copy of the order or notice of continuance of hearing shall be posted immediately following

the meeting at which the order or declaration of continuance was adopted or made.

## 2.11 Executive Sessions.

- A) The Board shall not be prohibited because of the provisions of this Article Two from holding executive sessions with the Attorney General, Chief of Police or the respective designated representatives of each on a matter which poses a threat to the public health, safety or welfare or from holding executive sessions during regular or special meetings to consider the appointment, employment or dismissal of the corporation's officer or employee or to hear complaints or charges brought against such officer or employee by another officer or employee unless such officer or employee requests a public hearing. Under no circumstances, however, shall the board hold an executive or closed meeting to discuss salaries, salary levels or salary adjustments of any employee or officer. All such discussions or decisions must be held in a public meeting and minutes shall be kept and opened to the public. The board may exclude from any public or private meeting, during the examination of a witness, any or all other witness in the matter being investigated by the board but may not exclude a party, complaint or the subject of an adverse action.
- B) Notwithstanding any other provision of law, the board may hold executive sessions with its staff to consider matters with the scope of the Public Employee-Management Relations Act.
- C) Under no circumstances shall the board hold an executive or closed meeting to discuss legal matters, impending legal matters or legal strategies with an attorney, except as herein provided below. All such discussions must be held in a public meeting and minutes shall be kept and opened to the public, except as herein provided:
- (i) No such meeting may be closed except on the written recommendation of the corporation's attorney, and an affirmative vote of a majority of the members of the Board to go into executive session.
  - (ii) Only matters directly relating to ongoing litigation or litigation which have been threatened as is reasonably expected may be discussed. Only the corporation's attorney(s), court reporter, Board members, and the Chief Program Officer may attend such a meeting.
  - (iii) A verbatim transcript by an authorized court reporter must be taken of all meetings which are closed to discuss litigation or possible litigation and such transcript shall promptly be reduced to writing.
  - (iv) Notice of the meeting shall be given as required for any other meeting. The notice shall indicate the place and time of the meeting, and shall

indicate the general subject matter to be discussed, (if not confidential) as well as the specific exemption permitting an executive or closed meeting.

- (v) After such meeting, the corporation's attorney(s) involved must file and affidavit with the Trust, which shall be a public document, that only matters relating to litigation or pending litigation have been discussed.
- (vi) There shall be public minutes made of all such executive sessions indicating the existence of the transcript, the subject matter of the meeting (if not confidential), the names of all persons attending the closed meeting, their capacities and the date and times the meeting started and closed.
- (vii) The transcript of such meeting shall be sealed for a period of six (6) months, and shall thereafter be a public document unless there is a court order, further sealing the transcript. Before issuing such an order, the court must read the transcript in camera and determine that the board would be unduly prejudiced by the release of the transcript, taking into account the public's right to know. In such event, the court may order the transcript released and made public, or may order the transcript sealed for a period not exceeding six (6) months only if there is ongoing litigation over the matters discussed and release would prejudice the board, or if the court finds there is a strong likelihood of litigation concerning the subject matters within six (6) months. Unless the court orders otherwise all transcripts concerning litigation or potential litigation shall become public immediately upon the termination of litigation or the threat of litigation. Under no circumstances may a matter concerning litigation be sealed for more than three (3) months after the conclusion of the litigation. In the case of expected litigation, all such transcripts cannot be sealed for more than one (1) year after the closed hearing if no litigation results.

2.13 Minutes. The minutes of every meeting of the board shall be promptly and fairly recorded, and shall be open to public inspection and shall include but not be limited to a record of all motions, proposals and resolutions offered, the results of any votes taken and a record of individual votes in event of roll call.

2.14 Action voided. Any meeting taken at a meeting in violation of any section of this Article shall be voided and of no effect, provided that this nullification of actions taken at such meetings shall not apply to any commitment, otherwise legal, affecting the public debt of the corporation.

2.15 Vacancies.  
Vacancies in the Board shall be filled in the manner provided by law.

2.16 Representation of Sexes.  
The Board shall include representation of both sexes.

## 2.17 Duties and Responsibilities of the Board.

It shall be the duty of the Board of Directors to:

- A) Perform all duties imposed by Public Law 21-07, Government Code section 13985.80 et seq. or as otherwise authorized by law;
- B) Appoint and remove, employ and discharge, and except as otherwise provided by law, prescribe the duties and fix the compensation if any, of all officers, agents, and employees of the corporation; subject to the provisions of Article Three, infra;
- C) Supervise all officers, agents and employees of the corporation to assure that their duties are performed in accordance with applicable law; and
- D) Exercise the powers of the corporation, control and manage its property and funds and conduct its affairs except as otherwise provided by applicable law.

## 2.18 Conflict of Interest.

All members of the Board of Directors shall discharge their duties in accordance with the fiduciary standards imposed by Public Law 21-07, Government Code section 13985.86. To this end:

- A) All members of the Board shall not accept any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of any contract or grant by the Board to any party.
- B) In the event any member of the Board is in any way interested in the award of any contract or grant such member shall disclose his/her interest to the Board and shall refrain from any participation or vote on the selection or in the award or administration of a contract or grant.
- C) Any member of the Board who is interested with respect to any matter to be considered by the Board shall absent himself or herself from the meeting during the discussion, review and vote of such matter. Such conflict of interest shall be recorded in the minutes of the Board for the meeting in which the member is absent.
- D) A Board member is considered to have a conflict of interest when the Board member knows that:

- i. the Board member, or the member’s immediate family or partner has a financial interest in an award of any contract or grant;
  - ii. any business, organization, agency (governmental, non-profit or otherwise) in which the Board member, or member’s immediate family or partner has a financial interest in an award of any contract or grant;
  - iii. any other person, business, organization, agency (governmental, non-profit or otherwise) with whom the Board member, or the member’s immediate family or partner is negotiating or has an arrangement concerning prospective employment is involved in an award of any contract or grant.
- E) It shall be the duty of every Board member to be fully informed of his or her own affairs and those of the Board member’s immediate family, partner and any business, organization, agency (governmental, non-profit, or otherwise) in which the Board member is an officer, director, trustee, partner or employee for the purpose of evaluating his or her conflict of interest with respect to any matter to be considered by the Board.
- F) Should any material be transmitted for review by an interested Board member, which presents a conflict of interest, all materials relative to the matter shall be returned to the Chief Program Officer with a written statement that the member is abstaining from the review of such matter because of a conflict of interest or the appearance of a possible conflict of interest.
- G) Each Board member shall raise any conflict of interest on the part of any other Board member based upon any known data or information to the attention of an interested Board member.

**ARTICLE THREE**

**OFFICERS**

**3.1 Officers.**

The officers of the Corporation shall be a Chairperson, Vice-Chairperson, a Secretary, and a Treasurer. The Corporation may have such additional officers as from time to time as may be determined in accordance with section 3.2 of this Article. The officers shall have the powers to perform the duties and be appointed as may be determined in accordance with the by-laws. Any person may hold two (2) or more offices of the Corporation except those of the Chairperson and Secretary. The Secretary or Treasurer shall be a resident of the Territory of Guam.

### 3.2 Subordinate Officers.

The Board of Directors may appoint such officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as the board may from time to time determine.

### 3.3 Election.

The officers of the corporation, except such officers as may be appointed in accordance with the provisions of section 3.2 of this Article, shall be chosen annually by the Board, and each shall hold his or her office until he or she shall resign or shall be removed or otherwise disqualified to serve, or his or her successor shall be elected or qualified. Each officer shall be a member of the Board of Directors.

### 3.4 Removal and Resignation.

- A) Any officer may be removed, either with or without cause, by a majority of the Directors at the time in office at any regular or special meeting of the Board.
- B) Any officer may resign at any time by giving written notice to the Board of Directors or to the President or to the Secretary of the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

### 3.5 Vacancies.

Any vacancy in any office for any reason or cause shall be filled in the manner prescribed in this Article Three for regular appointments to such office.

### 3.6 Chairperson of the Board.

The Chairperson of the Board, if there shall be such an officer, shall, if present, preside at all meetings of the Board and exercise and perform such other powers and duties as may be from time to time assigned to him/her by the Board. The Chairperson shall, subject to the control of the Board of Directors, supervise the affairs of the corporation. The Chairperson shall appoint the members of all standing committees, and perform all duties incident to the office and such other duties as may be required by law, by the Articles, or by these by-laws, or which may be prescribed from time to time by the Board of Directors. He /she shall preside at all meetings of the members and of the Board. Except as otherwise expressly provided by law, by the Articles, or by these by-laws, the chairperson shall, in the name of the corporation, execute such deeds mortgages, bonds, contracts, checks, certificates, or other instruments which may from time to time be authorized by the Board.



# GUAM PRESERVATION TRUST ACCOUNTING SUMMARY

For Period Ending: June 30, 2015

<b>CURRENT FUNDS AVAILABLE</b>			<b>\$ 6,454,393.79</b>
Bank of Guam Trust	\$ 31,950.34	5/31/2015	
TD Ameritrade	\$ 0.23	4/30/2015	
Merrill Lynch	\$ 2,298,340.52	5/31/2015	
Raymond James	\$ 1,982,615.86	5/31/2015	
Trade PMR	\$ 2,076,407.51	5/31/2015	
Bank of Guam Checking	\$ 65,079.33	6/30/2015	
<b>Total</b>	<b>\$ 6,454,393.79</b>		

<b>ADMIN &amp; OPERATIONS</b>	<b>BOARD APPROVED</b>	<b>YTD EXPENSE</b>	<b>BALANCE</b>
	<b>\$ 694,468.91</b>	<b>\$ 478,027.33</b>	<b>\$ 216,441.58</b>

<b>BOARD FUNDED INITIATIVES</b>			
Public Awareness	\$ 5,000.00	\$ 4,554.00	\$ 446.00
Fund Development Plan	\$ 5,125.00	\$ -	\$ 5,125.00
5 Year Strategic Plan	\$ 12,250.00	\$ 10,855.75	\$ 1,394.25
Taleyfak Interpretive Signage	\$ 10,000.00	\$ 1,785.00	\$ 8,215.00
Antantano Property	\$ 20,000.00	\$ 10,171.70	\$ 9,828.30
Pacific Heritage Youth Summit	\$ 60,498.00	\$ 43,728.63	\$ 16,769.37
Plaza De Espana/GEDA MOU	\$ 110,212.00	\$ 61,818.55	\$ 48,393.45
Website Development	\$ 4,500.00	\$ 2,250.00	\$ 2,250.00
Historia De Las Marianas	\$ 10,000.00	\$ 10,000.00	\$ -
Atantano Appraisal	\$ 4,700.00	\$ 4,700.00	\$ -
ARC	\$ 4,000.00	\$ 4,000.00	\$ -
MARC Scholarship - Sponsor	\$ 5,000.00	\$ 5,000.00	\$ -
Plaza De Espana - Feasibility St	\$ 106,565.91	\$ 106,565.91	\$ -
APT - Board Travel	\$ 4,866.64	\$ 4,866.64	\$ -
NTHP - Board Travel	\$ 2,320.55	\$ 2,320.55	\$ -
25th Anniversary 152,000.00		\$ -	
<i>Strategic Plan Presentation</i>	\$ 4,000.00	\$ 2,750.00	\$ 1,250.00
<i>Congressional Art Competition</i>	\$ 5,000.00	\$ 2,057.98	\$ 2,942.02
<i>NHD</i>	\$ 30,000.00	\$ 38,842.21	\$ (4,712.21)
<i>Sponsorships/Contributions</i>		\$ (4,130.00)	

**BOARD INITIATIVES (CONTINUED)**

<i>Historic Walking Tours</i>	\$ 3,000.00	\$ -	\$ 3,000.00
<i>This Place Matters Vignettes</i>	\$ 30,000.00	\$ -	\$ 30,000.00
<i>Silent Stories Archaeo features</i>	\$ 10,000.00	\$ -	\$ 10,000.00
<i>25th Celebration</i>	\$ 50,000.00	\$ -	\$ 50,000.00
<i>Pacific Heritage Summit</i>	\$ 20,000.00	\$ -	\$ 20,000.00
Rosario House(Cleanup/Fence)	\$ 12,000.00	\$ 10,144.00	\$ 1,856.00
Amot Farm	\$ 8,000.00	\$ 8,000.00	\$ -
Board Orientation	\$ 1,500.00	\$ 1,058.50	\$ 441.50
Gu History & Cult Heritage	\$ 5,000.00	\$ 5,000.00	\$ -
2015 GMIF	\$ 5,000.00	\$ 5,000.00	\$ -
Architectural Book for Guam	\$ 49,500.00	\$ 4,125.00	\$ 45,375.00
Martina Strong Prop Purchase	\$ 63,875.99	\$ 63,875.99	\$ -
GEDA(Bell Tower/Magellan Mon	\$ 101,413.17	\$ -	\$ 101,413.17
M.Guerrerro Admin Bldg	\$ 1,000,000.00	\$ -	\$ 1,000,000.00
<b>SUBTOTAL</b>	<b>\$ 1,763,327.26</b>	<b>\$ 409,340.41</b>	<b>\$ 1,353,986.85</b>

**ETHNOGRAPHY & ORAL HISTORY**

Amot Hunters - Ian Catling	\$ 5,000.00	\$ 3,750.00	\$ 1,250.00
I Yo-Amte - Tricia Lizama	\$ 5,000.00	\$ 3,750.00	\$ 1,250.00
A Year on the Island of Guam	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
<b>SUBTOTAL</b>	<b>\$ 20,000.00</b>	<b>\$ 12,500.00</b>	<b>\$ 7,500.00</b>

**REPAIR, REHABILITATION, RESTORATION AND RENOVATION**

Ft. Soledad	\$ 8,000.00	\$ 5,950.00	\$ 2,050.00
GVB funds (\$8,000.00)	\$ 8,000.00	\$ -	\$ 8,000.00
Lujan House (construction)	\$ 697,700.00	\$ 806,524.92	\$ 10,080.34
Change Orders 1-5	\$ 40,831.40		
Change Order 6-12	\$ 29,306.55		
Change Order 13	\$ 2,625.08		
Change Order 14	\$ 15,157.52		
Change Order 15	\$ 20,500.00		
Change Order	\$ 10,484.71		

<b>REPAIR, REHAB, RESTORE (cont)</b>			
Taleyfac Bridge	\$ 606,198.21	\$ 568,893.93	\$ 37,304.28
Motion 8/4/10	\$ 80,000.00	\$ 80,000.00	\$ -
Guam Legislature	\$ 2,759,277.75	\$ -	\$ 2,759,277.75
<b>SUBTOTAL</b>	<b>\$ 4,278,081.22</b>	<b>\$ 1,461,368.85</b>	<b>\$ 2,816,712.37</b>

<b>ARCHAEOLOGY RESEARCH</b>			
MARC Year 1 **	\$ 127,622.00	\$ 127,429.16	\$ 192.84
MARC Year 2	\$ 140,240.00	\$ 127,858.41	\$ 12,381.59
MARC Program Year 2, **	\$ 25,000.00	\$ 24,958.26	\$ 41.74
MARC HSR Course Year 2	\$ 25,000.00	\$ 20,000.00	\$ 5,000.00
MARC Year 3	\$ 75,000.00	\$ 54,678.21	\$ 20,321.79
Anthony Camacho Archaeo Survey	\$ 2,500.00	\$ 2,500.00	\$ -
<b>SUBTOTAL</b>	<b>\$ 395,362.00</b>	<b>\$ 357,424.04</b>	<b>\$ 37,937.96</b>

<b>PUBLIC INTERPRETATION AND PRESENTATION</b>			
G.Flores Building Museum	\$ 5,000.00	\$ 3,750.00	\$ 1,250.00
TASA	\$ 5,000.00	\$ -	\$ 5,000.00
Pagat, Haputo, Hilaan	\$ 5,000.00	\$ 4,500.00	\$ 500.00
MARC - Ritidian Story	\$ 5,000.00	\$ 3,750.00	\$ 1,250.00
<b>SUBTOTAL</b>	<b>\$ 20,000.00</b>	<b>\$ 12,000.00</b>	<b>\$ 8,000.00</b>

<b>ARCHIVAL RESEARCH</b>			
Inventory & Cataloging - Museum (DCA)	\$ 69,400.00	\$ 101,290.90	\$ 4,682.51
DCA Amendment 9/10/08	\$ 36,573.41		
<b>SUBTOTAL</b>	<b>\$ 105,973.41</b>	<b>\$ 101,290.90</b>	<b>\$ 4,682.51</b>

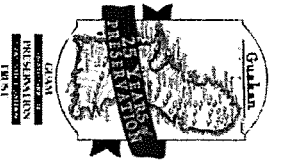
<b>ARCHITECTURAL RESEARCH</b>			
Guam Legislature (HSR & A/E)	\$ 220,000.00	\$ 429,050.00	\$ -
LEED	\$ 42,000.00		
Amendment-Expansion	\$ 161,000.00		
LEED - Additional 2010 fee	\$ 1,500.00		
Soil Testing	\$ 3,000.00		
Perc Testing	\$ 800.00		

<b>ARCHITECTURAL RESEARCH (CONT)</b>			
Water Flow Testing	\$ 750.00		
Amendment 2 - Const Mgmt	\$ 180,000.00	\$ 107,500.00	\$ 72,500.00
Inalahan Revitalization Plan	\$ 59,800.00	\$ 59,800.00	\$ -
FQ Sanchez Facility Assessmnt	\$ 64,017.99	\$ 93,331.44	\$ 2,090.78
Addendum (HSR)	\$ 31,404.23		
3 Historic Homes (Juan Flores,	\$ 215,571.76	\$ 129,343.05	\$ 152,884.92
Addendum (Meno House)	\$ 66,656.21	\$ -	
Soils Testing	\$ 3,722.00	\$ 2,977.00	\$ 745.00
Rosario House - HSR	\$ 28,260.00	\$ -	\$ 28,260.00
FQ Sanchez A & E	\$ 208,054.00	\$ 124,832.00	\$ 83,222.00
Amendment 1	\$ 35,608.00	\$ -	\$ 35,608.00
San Dionisio Structural Assess	\$ 37,336.54	\$ 9,334.14	\$ 28,002.40
<b>SUBTOTAL</b>	<b>\$ 1,359,480.73</b>	<b>\$ 956,167.63</b>	<b>\$ 403,313.10</b>

<b>HISTORIC PROPERTY DOCUMENTATION &amp; REGISTER NOMINATION</b>			
Judiciary of Guam	\$ 5,000.00	\$ 3,750.00	\$ 1,250.00
Chagui'an Massacre Site	\$ 18,558.00	\$ 18,558.00	\$ -
Manengon Site	\$ 39,412.00	\$ 10,900.00	\$ 28,512.00
<b>SUBTOTAL</b>	<b>\$ 62,970.00</b>	<b>\$ 33,208.00</b>	<b>\$ 29,762.00</b>

<b>TOTAL OBLIGATED FUNDS</b>	<b>\$ 8,699,663.53</b>	<b>\$ 3,821,327.16</b>	<b>\$ 4,878,336.37</b>
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<b>TOTAL UNOBLIGATED FUND</b>	<b>\$ 1,576,057.42</b>		
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# GUAM PRESERVATION TRUST

## Projects & Program Summary

For Period Ending: June 30, 2015

### Historic Property Documentation and Register Nomination

PROJECT NAME	APPLICANT	DATE APPROVED	AMOUNT APPROPRIATED	MILESTONES
Former U.S. District Court Register Nomination (JQ)	Judiciary of Guam	06/19/2013	\$5,000.00	<ul style="list-style-type: none"> <li>Nomination approved by HPRB.</li> </ul>
Chagui'an Massacre Site Nomination (AR)	GPT	02/13/14	\$18,558.00	<ul style="list-style-type: none"> <li>Nomination approved by HPRB</li> <li>Project completed</li> </ul>
Manenggon Concentration Camp (AR)	GPT	05/15/14	\$39,412.00	<ul style="list-style-type: none"> <li>Notice to Proceed: 12/2014</li> <li>First Submittal: 03/24/2015</li> <li>Second Submittal: 06/17/2015</li> <li>Third Submittal: 07/19/2015</li> <li>Project ongoing</li> </ul>

### Repair, Restoration or Renovation of Historic Buildings and Structures

PROJECT NAME	APPLICANT	DATE APPROVED	AMOUNT APPROPRIATED	MILESTONES
Inarajan Homes (4) – A/E Design (AT)	Provido, Tan, Jones Architects	08/2013	\$215,571.76	<ul style="list-style-type: none"> <li>Notice to Proceed was awarded September, 2013.</li> <li>30% Submittal approved by Architect Committee.</li> <li>Meeting scheduled with homeowners to present the submittals approved by GPT.</li> <li>A/E design ongoing with 60% submittal currently being reviewed.</li> <li>Amendment to include Meno House for A/E Design.</li> <li>90% for initial three (3) homes to be submitted by week of June 8. Meno House awaiting 60% submittal.</li> <li>Delay due to soils testing and rainy</li> </ul>
		4/2/14	\$71,884.06	

		6/24/15	\$128,960.00	<ul style="list-style-type: none"> <li>weather to complete testing. Testing done in October by MARS/Darleen Moore. Contract not to exceed for \$3,722.00 approved by GPT board on 8/27/14.</li> <li>90% for all 4 homes submitted to be reviewed by Architecture Committee</li> <li>100% submittal received. Families briefed and received a copy. Architecture committee meeting scheduled for December.</li> <li>Board approved 100% submittal. CPO to now move to construction facilitation.</li> <li>A&amp;E Project Complete</li> <li>PTJA preparing bid documents for bidding in 2<sup>nd</sup> Qtr 2015.</li> <li>GPT Board to review and approve amended contract from PTJA to allow them to be the Contract Administrator at June 2015 Board Meeting.</li> <li>Contract Administrator Contract signed 6/2015. Bid documents to be finalized.</li> </ul>
<b>F. Q. Sanchez School – A/E Design to Rehabilitate facility (NC)</b>	RIM Architects	12/2014	\$ 208,054.00	<ul style="list-style-type: none"> <li>RIM Architects was selected as the firm for the A/E by the Board on December 18, 2014 at the recommendation of the Architecture Committee with a fee of \$208,054.00</li> <li>A Consulting Services Agreement was given to RIM on December 30, 2014</li> <li>A Notice to Proceed was submitted on January 7, 2015 to RIM Architects</li> <li>GPT, RIM and Mayor Johnny Quinata held the first official meeting for the A/E on January 14, 2015 at the Umatac Mayor's office to discuss the Community Survey and schedule 3 community meetings in Umatac.</li> <li>3 community meetings held January 22,</li> </ul>

					<ul style="list-style-type: none"> <li>27 and 29, 2015. 106 survey respondents received.</li> <li>30% submittal received from RIM on 3/24/15.</li> <li>60% submittal received from RIM on 5/20/15 pending Architecture Committee Review.</li> <li>Amendment to A&amp;E contract with RIM for rear drainage and walkway canopy was approved by Board of Directors in May 2015 meeting.</li> <li>RIM submitted 30% Concept drawings for the Amendment on June 25, 2015, pending Architecture Committee review.</li> </ul>
		6/12/2015	\$35,608.00		
<b>Guam Legislature Building, Hagatña (AR)</b>	29th Guam Legislature	01/2008	\$429,050.00		<ul style="list-style-type: none"> <li>100% A/E Design completed</li> <li>A/E Design sent to permitting agencies and is currently at DPR under review.</li> <li>MOA signed on July 14, 2014.</li> <li>NTP issued to RNK to proceed with Construction Administration.</li> <li>Re-bid ongoing due to lowest bidder exceeding budgeted amount.</li> <li>Pre-bid conference: March 27, 2015</li> <li>Bid closing: April 14, 2015</li> <li>Notice to Award: BME&amp;Sons, Inc. April 17, 2015</li> <li>Notice to Proceed: May 11, 2015</li> <li>Building Permit for Overburden Phase: Issued May 21, 2015</li> <li>Building Permit for Construction Phase: Ongoing</li> <li>Overburden Phase in progress.</li> <li>Project ongoing.</li> </ul>
		10/2014	\$180,000.00		
		5/2015	\$2,759,277.75		
<b>Plaza de España, Hagatña - Azotea, Chocolate House, Garden House, pillars and walls (Structural Assessment and Historic Structures Report) (AT)</b>	29th Guam Legislature	5/2008 (DBA) 5/2010(MARC) 5/2011(DCA) 3/2012(DCA)	\$37,480.00 \$25,000.00 \$18,627.00 \$23,590.00		<ul style="list-style-type: none"> <li>Project completed</li> </ul>

Atantano Property Assessment (AR)	GPT Board Initiative	11/25/13	\$4,700.00	<ul style="list-style-type: none"> <li>Property has been transferred and appraisal is ongoing.</li> <li>Appraisal complete.</li> <li>Historic and Natural Resource Management Plan (DL) – Board Approved May 2015</li> <li>Preserve phase list complete</li> <li>MOA between UOG GPEPP – Completed: to be routed for signatures</li> <li>Prospectus in progress</li> <li>Project ongoing</li> </ul>
Feasibility Study for the Palacio (AT)	GPT Board Initiative	5/2014	106,565.91	<ul style="list-style-type: none"> <li>RFI for statement of qualifications to conduct feasibility study completed. Andy Laguana selected.</li> <li>Kick off meeting conducted in October. Andy Laguana submitted Phase I of project in November.</li> <li>Phase II submitted in December. Review to be held by subcommittee.</li> <li>GPT reviewed and submitted comments on February 19, 2015. Phase III to begin</li> <li>Phase III initial review scheduled for April 1. Due April 17 and to move into 100% submittal phase to take 4 weeks.</li> <li>Phase III submittal presented at GPT Architecture committee and Board meeting in April. Board to provide their final comment for Final Submittal.</li> <li>Final Submittal completed. Coordinating presentation meeting for stakeholders.</li> </ul>
Rosario House – Historic Structures Report (AR)	Duenas, Camacho & Associates	12/18/14	\$28,260.00	<ul style="list-style-type: none"> <li>Notice to Proceed and Contract Agreement completed.</li> <li>Draft HSR submitted. Review in progress.</li> </ul>
San Dionisio Church – Structural Assessment (NC)	Duenas, Camacho & Associates	2/12/15	\$37,336.54	<ul style="list-style-type: none"> <li>Notice to Proceed and Contract Agreement completed.</li> <li>DCA met with San Dionisio Church Officials and GPT Staff on 3/13/15 for initial walk thru in Umatac</li> <li>90% Structural Report Submitted-NO</li> </ul>



					major structural issues.
Magellan Monument and Malessso Bell Tower (Hot Bond Project)	GEDA	5/2015 6/2015	\$45,000.00 \$56,413.07	<ul style="list-style-type: none"> <li>Board Approved on May 2015</li> <li>Additional Funding approved June 2015</li> <li>Pending MOU w/GEDA</li> </ul>	

### Public Interpretation and Presentation

PROJECT NAME	APPLICANT	DATE APPROVED	AMOUNT APPROPRIATED	MILESTONES
George Flores Building Museum (JQ)	Judy Flores	8/2011	\$5,000.00	<ul style="list-style-type: none"> <li>Project ongoing.</li> </ul>
Canoe House (JQ)	TASA	2/2012	\$5,000.00	<ul style="list-style-type: none"> <li>Project is ongoing and additional funding is being provided by the government (GVB).</li> <li>Copies of the segments were submitted to GPT office.</li> <li>Awaiting final report.</li> </ul>
I Know Guam (JQ)	PBS	3/14/2013	\$5,000.00	<ul style="list-style-type: none"> <li>Grant Agreement signed and project is ongoing.</li> </ul>
Ritidian Story: An Illustrated History of Ancient life & Landscape at Ritidian (JQ)	Monique Storie and Mike Carson (MARC)	06/2013	\$5,000.00	<ul style="list-style-type: none"> <li>Grant Agreement signed and project is ongoing.</li> </ul>
Amot Hunters (JQ)	Ian Catling	11/25/13	\$5,000.00	<ul style="list-style-type: none"> <li>Grant Agreement signed and project is ongoing.</li> </ul>
I Am Chamorro	Manhita Chamorro	5/15/14	\$15,000.00	<ul style="list-style-type: none"> <li>Project ongoing</li> </ul>
Architectural Book for Guam (AT)	Jack Jones	5/15/14	\$49,500.00	<ul style="list-style-type: none"> <li>Board Project Agreement 15-07 signed on 2/23/15. 12 reports to be given every two months during the 2 year duration of the project. Report 1 due 4/23/15</li> <li>Report 1 received 4/23/15. Met with Mr. Jones regarding layout and review of photography.</li> <li>Project ongoing</li> </ul>

### Ethnography and Oral History

PROJECT NAME	APPLICANT	DATE APPROVED	AMOUNT APPROPRIATED	MILESTONES
Pagat, Haputo, and Hila'an Ethnographic Film (JQ)	Jeannae Rayes Flores & Michael Bevacqua	3/2012 Ext Date:	\$5,000.00	<ul style="list-style-type: none"> <li>Final report and film production is on its final editing and a request for no-cost</li> </ul>

		7/15/14		extension has been approved.
I Yoamte – (Local Healers) (NC)	Tricia Lizama	6/5/2014	\$5,000.00	<ul style="list-style-type: none"> <li>Project ongoing</li> <li>Documentary and Panel Discussion presented on May 30, 2015 at the Yigo gym and May 22, 2015 at Agat Community Center</li> </ul>
A Year on the Island of Guam 1899 – 1900 (NC)	Jillette Leon Guerrero	12/18/2014	\$10,000.00	<ul style="list-style-type: none"> <li>Grant Agreement being reviewed.</li> <li>Grant Agreement signed 1/27/15</li> <li>Project on-going</li> </ul>

**Archaeological Research**

PROJECT NAME	APPLICANT	DATE APPROVED	AMOUNT APPROPRIATED	MILESTONES
MARC Year Three MOU	MARC, UOG	8/2010	\$75,000.00	<ul style="list-style-type: none"> <li>Project pending final report.</li> </ul>
Archaeological Survey	Anthony Carmacho	5/15/2014	\$2,500.00	<ul style="list-style-type: none"> <li>Completed</li> </ul>

**Archival Research**

Project Name	APPLICANT	DATE APPROVED	AMOUNT APPROPRIATED	MILESTONES
Preservation, Inventory & Cataloging of Guam Collection (JQ)	Guam Museum, Department of Chamorro Affairs	1/2007 Amendment 8/2008	\$105,973.41	<ul style="list-style-type: none"> <li>Project is completed and final report submitted.</li> </ul>

**Miscellaneous**

PROJECT NAME	APPLICANT	DATE APPROVED	AMOUNT APPROPRIATED	MILESTONES
Fort Soledad Signage	DPR		\$8,000.00	<ul style="list-style-type: none"> <li>Project on Hold</li> </ul>
Talefak Interpretive Signage	DPW/GPT	4/2013	\$10,000.00	<ul style="list-style-type: none"> <li>Project ongoing</li> </ul>
Historia de las Marianas (Translation)	Yesenia Cruz	7/1/2014	\$10,000.00	<ul style="list-style-type: none"> <li>Project completed</li> </ul>
GPT 25 <sup>th</sup> Anniversary	GPT	12/18/2014	\$152,000.00	<ul style="list-style-type: none"> <li>Ongoing</li> <li>Stakeholder/Strategic Plan Launch – completed January 2015</li> <li>Guam/National History Day-completed</li> <li>Congressional Art Competition completed 5/13/15.</li> </ul>