



BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

Eloise R. Sanchez,

Employee,

vs.

Department of Education,
Management.

ADVERSE ACTION
CASE NO. 0809-AA37

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to Stipulation for Dismissal and the Stipulation of Settlement attached hereto.

SO ADJUDGED THIS 23rd day of April 2013.

LUIS R. BAZA
Chairman

MANUEL R. PINAUN
Vice-Chairman

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

LOU HONGYEE
Commissioner

DANIEL D. LEON GUERRERO
Commissioner

EDITH C. PANGELINAN
Commissioner

ORIGINAL

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9 Attorneys for Appellant
10 *Eloise R. Sanchez*

11 GUAM CIVIL SERVICE COMMISSION

12 ELOISE R. SANCHEZ,

13 Employee,

14 vs.

15 GUAM DEPARTMENT OF EDUCATION
16 aka GUAM PUBLIC SCHOOL SYSTEM,

17 Management.

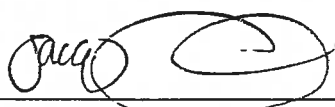
18) ADVERSE ACTION APPEAL CASE NO.
19) 0809-AA37

20 STIPULATION FOR DISMISSAL

21 COME NOW the Parties through undersigned counsel to STIPULATE AND AGREE to
22 dismiss the above-captioned Adverse Action Appeal based on the Settlement Agreement executed
23 on March 14, 2013, and attached hereto, and jointly seek an order dismissing this matter.
24

25 LAW OFFICE OF
26 JACQUELINE TAITANO TERLAJE, P.C.
27 Counsel for Employee
28 *Eloise Sanchez*

By:


JACQUELINE TAITANO TERLAJE

GUAM DEPARTMENT OF
EDUCATION
Counsel for Management
Guam Department Of Education

By:


REBECCA PEREZ

03.20.2013



COPY

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Attorney for Management Department of Education

7 **BEFORE THE CIVIL SERVICE COMMISSION**
8 **GOVERNMENT OF GUAM**

9 **IN THE MATTER OF:**
10 **ELOISE R. SANCHEZ,**
11 **-vs-** **Employee,**
12 **DEPARTMENT OF EDUCATION,**
13 **Management.**

ADVERSE ACTION APPEAL
CASE NO. 0809-AA37

SETTLEMENT AGREEMENT

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16 **BACKGROUND**

17 Eloise R. Sanchez (hereafter "Employee") received a Final Notice of Adverse Action from
18 the Guam Department of Education (hereafter "Management") on September 8, 2008. The
19 Adverse Action involuntarily demoted Employee from the position of Associate Superintendent-
20 Curriculum and Instruction to School Program Consultant. On September 18, 2008 Employee
21 filed an Appeal of the Adverse Action with the Commission. During the pendency of her appeal,
22 Employee filed a motion alleging violation of the Sixty Day Rule. The CSC issued a written
23 Decision and Order on Petitioner's motion on November 24, 2009. On December 18, 2009,
24 Petitioner filed a Petition for Judicial Review with the Superior Court of Guam in case number
25 SP250-09. On March 21, 2012 the Superior Court issued an order denying the Petition and
26 remanding the matter to the Commission, where the case is now set for a hearing on the merits.
27 Each party having had an opportunity to consult with counsel, it is the desire of Employee and
28

1 Management to compromise and settle all disputed issues and claims related to the Final Notice
2 of Adverse Action issued on September 8, 2008 (hereinafter "Final Notice"), and to achieve a
3 mutually acceptable resolution of the dispute between them without incurring further expense,
4 inconvenience, uncertainty, and delay of litigation. NOW THEREFORE, in consideration of the
5 foregoing and the mutual covenants, agreements, representations and promises contained in this
6 Agreement, Employee and Management hereby agree to the following terms to settle this matter:

7 1. Employee will retain her position as School Program Consultant within the Guam
8 Department of Education, subject to all laws, regulations, policies, and procedures
9 applicable to employees of the Guam Department of Education.

10 2. Management shall revoke the Final Notice of Adverse Action issued on September 8,
11 2008, and the Final Notice shall be expunged from Employee's personnel file; an
12 amended Personnel Action retroactive to September 18, 2008, shall be issued by
13 Management with the consent of Employee, voluntarily demoting Employee from
14 Associate Superintendent-Curriculum to Instruction to School Program Consultant.

15 3. On the first day of the pay period following a written order by the Commission accepting
16 this Settlement Agreement and dismissing this matter, Management shall adjust
17 Employee's salary from the current level of Eighty Thousand Two Hundred Sixty-Seven
18 Dollars (\$80,267.00) per annum to Eighty-Five Thousand Nine Hundred Eighty-Five
19 Dollars (\$85,985.00) per annum.

20 4. Management shall pay to Employee such amount as will reflect the increase in
21 Employee's salary described in Item 3 above, from its effective date retroactive to
22 September 8, 2008. Parties agree that the obligation to pay this amount shall not be
23 effective until such time as a written order is made by the Commission accepting this
24 Settlement Agreement and dismissing this matter. Management agrees that upon
25 acceptance of this Settlement Agreement and the entry of the order dismissing this appeal,
26 Management shall remit payment of the amounts described herein on the following
27 schedule:

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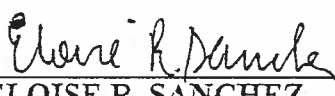
- (i) within one hundred and eighty (180) days of the entry of the order of dismissal, Management shall remit fifty percent (50%), or one-half of the amount due to Employee;
- (ii) no later than three hundred and sixty five (365) days from the entry of the order of dismissal, Management shall remit the remaining fifty percent (50%), or one-half of the amount due to Employee.

- 5. Employee agrees to dismiss this Adverse Action Appeal with prejudice.
- 6. Each party shall bear its own costs and attorney's fees.
- 7. Management agrees that all timelines for purposes of calculating benefits provided by Guam law, as a classified Government of Guam, employee shall be governed by Employee's service without reference or regard for the Final Adverse Action issued to Employee on September 8, 2008.
- 8. Employee agrees that she has had an opportunity to review this Agreement with counsel of her choosing and enters into this agreement knowingly and voluntarily.
- 9. Employee and Management agree that this Agreement shall be a full and final settlement of this case and all matters stemming from or related to the issuance of the Final Notice issued to Employee on September 8, 2008.


IT SO AGREED on this 14th day of March 2013.

FOR EMPLOYEE:

FOR MANAGEMENT:



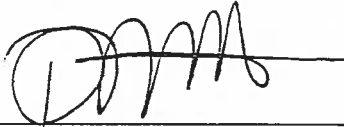
 ELOISE R. SANCHEZ
 Employee
 Date:



 JON J.P. FERNANDEZ
 Superintendent of Education
 Date:



 JACQUELINE TAITANO TERLAJE
 Counsel for Employee



 REBECCA M. PEREZ
 Counsel for Management