BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS

IN THE MATTER OF:

JANNA MANGLONA,
Employee,

vs.

DEPARTMENT OF PUBLIC
HEALTH AND SOCIAL SERVICES,
Management.

ADVERSE ACTION APPEAL
CASE NO.: 18-GRE18

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the signed Settlement Agreement, attached hereto.

SO ADJUDGED THIS 17th day of January, 2019.

LUIS R. BAZA
Chairperson

LOURDES HONGYEE
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

(Absent)

CATHERINE GAYLE
Commissioner

JUDGMENT OF DISMISSAL
Janna Manglona vs. Department of Public Health & Social Services
Grievance Appeal Case No.: 18-GRE18
Civil Service Commission
710 West Marine Corps Drive
Hagatna, GU 96910

Subject: Settlement Agreement with Dr. Janna Manglona

This Settlement Agreement is by and between Dr. Janna Manglona ("Employee") and the Department of Public Health and Social Services ("Management") as follows:

RECOLALS

A. The Employee filed a grievance against Management in the Civil Service Commission bearing Grievance Appeal Case No. 18-GRE18. This Employee filed grievance because Management failed to pay her $75,000 which she was entitled to for her duties as Medical Director at Central Public Health in Mangilao from April 2016-September 2017 as per Public Law 32-185. Management agrees that the Employee is entitled to the amount owed.

B. The parties desire to enter into this Settlement Agreement (hereafter "Agreement") to provide for certain arrangements in full settlement and discharge of the Grievance and upon the terms and conditions set forth herein.

C. The terms and conditions of said Agreement shall become operative upon the execution of this Agreement by the last of the parties to sign.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein, the parties agree as follows:
1. **Purpose of Agreement.** Employee and Management acknowledge and agree that this Agreement is a settlement and compromise of the referenced matters. It is the intention of the parties by the execution of this Agreement to fully, finally, and completely resolve this grievance, in the manner more specifically set forth in the terms of this Agreement that follow.

2. **Employee's Obligation.** Employee shall withdraw the grievance from the Civil Service Commission and request that the Commission dismiss the Grievance with prejudice.

3. **Management's Obligation.** Management shall expunge the grievance from the employee's file.

4. **Performance Accepted.** The parties each agree and acknowledge (a) that the party accepts performance of his/her obligations specified in this Agreement as a full and complete compromise of matters involving disputed issues before the Civil Service Commission; (b) that the negotiations for this settlement (including all statements, admissions or communications) by the parties or representatives shall not be considered admissions by any of said parties; (c) and that no past or present wrong doing on the part of the parties shall be implied such negotiations.

5. **Additional Documents.** All parties agree to cooperate fully and execute any and all supplementary documents and take all additional actions that may be necessary as appropriate to give full force and effect to the basic terms and intent of this Agreement.

6. **Independent Advice of Counsel.** Each party represents and declares that that party has received independent advice from its respective attorneys or representative with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement. Each party further represents and declares that that party has not relied upon any statement or representation by the other party or of any of its partners, agents, employees, or attorneys in executing this Agreement or in making the settlement provided for herein, except as expressly provided for herein.

7. **Voluntary Agreement.** Each party represents and declares that that party has carefully read this Agreement, knows the contents of this Agreement, and that each party has signed the same freely and voluntarily.
GOVERNMENT OF GUAM
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
DIPATTAMENTON SALUT PUPBLEKO YAN SEITBISION SUSIAT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written by their respective names:

JANNA MANGLOMA
Employee

Date: 12-12-18

JAMES W. GILLAN
Acting Director, Department of Public Health and Social Services

Date: 12-12-18
MEMORANDUM

TO: Janna Manglona, M.D.
   Public Health Physician Specialist

FROM: Director, Department of Public Health and Social Services

SUBJECT: Appointment as Medical Director

Pursuant to Public Law 32-185, Title 10, Guam Code Annotated, Chapter 3, Article 1, §3109, I hereby appoint you as the Medical Director for the Department effective immediately.

As Medical Director, you shall perform collateral clinical and administrative duties. The duties shall include the following but are not necessarily limited to, the overall development, management and coordination of administrative policy and support for clinical medical services, public health care coverage, clinical and non-clinical communicable disease control, and other clinical or non-clinical medical services provided by the respective Bureaus and programs of the Department.

Compensation as the Medical Director will be up to the amount of $50,000, depending on availability of funds, added to the base salary of your position as physician specialist. The termination of the appointment as Medical Director shall be at the discretion of the Director and shall not impact your classified position of physician specialist.

[Signature]

JAMES W. GILLAN

123 CHALAN KARETA, MANGILAO, GUAM 96913-4304
www.dphse.guam.gov • Ph. 1.671.727.7102 • Fax 1.671.727.6910
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JANNA MANGLONA, 
Employee, 

vs. 

DEPARTMENT OF PUBLIC 
HEALTH AND SOCIAL SERVICES, 
Management.

ADVERSE ACTION APPEAL 
CASE NO.: 18-GRE18

JUDGMENT OF DISMISSAL

Janna Manglona, MD
Print Name

Dr. Janna Manglona
Signature

Date: Jan. 18, 2019

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the signed Settlement Agreement, attached hereto.

SO ADJUDGED THIS 17th day of January 2019.

LUIS R. BAZA 
Chairperson

LOURDES HONGYEE 
Vice-Chairperson

PRISCILLA T. TUNCAP 
Commissioner

JOHN SMITH 
Commissioner

(Absent)

CATHARINE GAYLE 
Commissioner

Received for:
(1) Janna Manglona
(2) Director, DPH&SS
(3) Rep, DPH&SS

JUDGMENT OF DISMISSAL
Janna Manglona vs. Department of Public Health & Social Services
Grievance Appeal Case No.: 18-GRE18
Hafa Adai Senator Shelton: Please find attached the judgments and orders executed by the Civil Service Commission in its meeting of January 17, 2019. This is mandated under 4 GCA, Section 4403.

Susan Corbin
Legal Secretary
Civil Service Commission
Tel: 647-1855

9 attachments

4GCA, Section 4403.pdf
11K
6 Police Officers.CSC18-PA06.Order After Hearing.pdf
43K
Jasen M. Dodd.CSC18-PA07.Order After Hearing.pdf
38K
AnnMarie S. Trusso.CSC18-GRE12.Decision and Order.pdf
44K
219K
110K
Jonathan Diaz.CSC18-WB03.Order After Hearing.pdf
41K
Pearl Angel Cruz.CSC14-AA05T.Judgment of Dismissal.pdf
75K
376K
BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS

IN THE MATTER OF:
PEARL ANGEL CRUZ,
Employee,

vs.

PORT AUTHORITY OF GUAM,
Management.

ADVERSE ACTION APPEAL
CASE NO: 14-AA05T

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with
prejudice pursuant to the signed Stipulation to Amend Judgment of Dismissal, attached hereto.

SO ADJUDGED THIS 17th day of January, 2017. 

Luis R. Baza
Chairperson

Edgar Y. Sayap
Vice-Chairperson

Priscilla T. Tuncap
Commissioner

John Smith
Commissioner

(Catherine Gayle
Commissioner

JUDGMENT OF DISMISSAL
Pearl Angel Cruz vs. Port Authority of Guam
Adverse Action Appeal Case No: 14-AA05T

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Total Pages Confirmed: 34

Law Library

Page 1

Abbreviations:
HS: Host send
HR: Host receive
WS: Waiting send
PL: Pollled local
PR: Pollled remote
MS: Mailbox save
MP: Mailbox print
RP: Report
FP: Fax Forward
CP: Completed
FA: Fail
TU: Terminated by user
TS: Terminated by system
G3: Group 3
EC: Error Correct

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