BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS

IN THE MATTER OF:
JACINTO R. ESTELLA JR.,
Employee,

vs.

DEPARTMENT OF EDUCATION,
Management.

ADVERSE ACTION APPEAL
CASE NO. 14-AA25D

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 16th day of July, 2015.

LUI S R. B A Z A
Chairman

MANUEL R. PINAUI N
Vice-Chairman

PRIS C ILLA T. TUNCAP
Commissioner

JOHN SM ITH
Commissioner

LOURDES HONGYEE
Commissioner

EDITH C. PANGELINAN
Commissioner

ORIGINAL
Before The Civil Service Commission
Government Of Guam

IN THE MATTER OF:

JACINTO R. ESTELLA JR.,

Employee,

vs.

DEPARTMENT OF EDUCATION,

Management.

CSC CASE NO. 14-AA25D

STIPULATION OF SETTLEMENT

TO: The Civil Service Commission of Guam

INTRODUCTION

This stipulation of settlement and agreement is by and between JACINTO R. ESTELLA JR. (hereinafter "Employee") and GUAM DEPARTMENT OF EDUCATION (hereinafter "Management") as follows:

RECITALS

A. The Employee timely filed an appeal on October 14, 2014 of an adverse action in the Civil Service Commission bearing Adverse Action Appeal Case Nos. 14-AA25D,

B. The parties desire to enter into this settlement Agreement (hereinafter "Agreement") for the pending Adverse Action Appeal in order to provide for certain arrangements in full settlement and discharge of the Adverse Action Appeal referenced herein upon the terms and conditions set forth herein.
C. Said Agreement shall become operative upon execution of this Agreement by the signing of a Judgment by the Civil Service Commission approving those terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein, the parties agree as follows:

1.0 PURPOSE OF AGREEMENT

Employee and Management acknowledge and agree that this Agreement is a Settlement and Compromise of the referenced matter. It is the intention of the parties by the execution of this Agreement to fully, finally and completely resolve all disputes between them regarding these matters, in the manner more specifically set forth in the terms of this Agreement that follow.

2.0 EMPLOYEE’S OBLIGATION

2.1 Employee agrees that he shall accept a voluntary demotion from Refrigeration Mechanic Supervisor, Pay Grade I, Step 3, $39,965 to Refrigeration Mechanic II, Pay Grade I, Step 10, $39,255/annum effective October 6, 2014 with no back payment.

2.2 Employee agrees that his salary shall be adjusted closest to but not more than his former salary or to Pay Grade I, Step 10 or $39,255/annum effective on the date the Commissioners affix their signatures to a judgment approving the terms and conditions of this settlement agreement; and,

2.3 Employee agrees that his increments and date of increments shall not be affected by this settlement agreement; and,

2.4 Employee agrees that he shall withdraw and dismiss the referenced Adverse Action Appeals with prejudice from the Civil Service Commission and request that the Commission enter
judgment into the record approving the terms and condition specifically set forth in this
agreement.

2.5 Employee expressly agrees that there shall be no back pay or attorney fees or other benefits
resulting from this settlement agreement and the referenced appeal except as expressly set forth
herein and,

3.0 MANAGEMENT’S OBLIGATION

3.1 Management agrees that it shall accept the Employee’s voluntary demotion from
Refrigeration Mechanic Supervisor, Pay Grade L, Step 3, $39,965 to Refrigeration Mechanic II,
Pay Grade I, Step 10, $39,255/annum effective October 6, 2014.

3.3 Management agrees that it shall rescind and expunge the Final Notice of Adverse Action
demoting the Employee and that this Settlement Agreement shall replace that document in the
Employee’s official file, and,

3.4 Management agrees that Employee’s increments and date of increments shall not be affected
by this settlement agreement; and,

3.5 Management agrees that the Employee shall withdraw and dismiss the referenced Adverse
Action Appeals with prejudice from the Civil Service Commission pursuant to the terms and
condition specifically set forth in this settlement agreement.

3.6 Management agrees that there shall be no back pay or attorney fees or other benefits resulting
from this settlement agreement or the referenced appeal except as expressly set forth herein and,

4.0 PERFORMANCE ACCEPTED.

The parties agree and acknowledge: (a) that it accepts performance of its obligations specified in
this Agreement as a full and complete compromise of matters involving all disputed issues; (b)
that the negotiations for this settlement (including all statements, admissions or communications) by the parties or their attorneys 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 by such negotiations.

5.0 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.

6.0 INDEPENDENT ADVICE OF COUNSEL.

Each party represents and declares that it 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 it 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.

7.0 VOLUNTARY AGREEMENT

Each party represents and declares that it has carefully read this Agreement, that it knows the contents of this Agreement, and that it has signed the same freely and voluntarily.

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

FOR EMPLOYEE:

JACINTO ESTELLA JR.
Employee
Date: 06-03-15

DANIEL S. SOMERFLECK
Attorney for Employee
Date: 06/03/15

FOR MANAGEMENT:

JON J.P. FERNANDEZ
Superintendent of Education
Date: 6/8/15

ROBERT E. KOSS
Employee Management Relations Officer
Date: 6/4/15