BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS

IN THE MATTER OF:

Jesse L. Hines,
Employee,

vs.

Department of Education,
Management.

ADVERSE ACTION
CASE NO. 12-AA18T

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to Voluntary Dismissal of Action signed by the employee on November 29, 2012, and the stipulation of settlement attached hereto.

SO ADJUDGED THIS 24th day of January 2013.

LUIS R. BAZA
Chairman

MANUEL R. PINAUIIN
Vice-Chairman

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

LOU HONGYEE
Commissioner

DANIEL D. LEON GUERRERO
Commissioner

EDITH C. PANGELINAN
Commissioner
I, Jesse L. Hines hereby withdraw and dismiss the adverse action appeal filed with the Civil Service Commission Case No. 12-AA-18T with prejudice from the Civil Service Commission and request that the Commission (CSC) enter judgment into the record approving the terms and conditions specifically set forth in this agreement. (Refer to voluntary agreement attached) dated 11/28/12.

Jesse L. Hines

CIVIL SERVICE COMMISSION
1553
RECEIVED
NOV 29 2012
GOVERNMENT OF GUAM

12-843
IN THE MATTER OF: JESSE LEE HINES, Employee, vs. DEPARTMENT OF EDUCATION, Management.

CSC CASE NO. 12-AA-18T

STIPULATION OF SETTLEMENT

TO: The Civil Service Commission of Guam and opposing employee representative of record.

INTRODUCTION

This stipulation of settlement and agreement is by and between JESSE LEE HINES (hereinafter "Employee") and GUAM DEPARTMENT OF EDUCATION (hereinafter "Management") as follows:

RECITALS

A. The Employee commenced an appeal of the adverse action in the Civil Service Commission bearing Adverse Action Appeal Case No, 12-AA18T,

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 Appeals 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 submit a letter of resignation effective June 4, 2012 and,

2.2 Employee agrees that he shall withdraw and dismiss the referenced Adverse Action Appeal
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.

2.3 Employee agrees that he shall be responsible for any and all attorney fees and costs resulting
from the referenced appeal; and,

3.0 MANAGEMENT’S OBLIGATION

3.1 Management agrees that it shall accept the Employee’s resignation in good standing effective
June 4, 2012; and,

3.2 Management agrees that it shall rescind and expunge the record of the Employee’s dismissal
from its files and replace it with the Employee’s letter of resignation.
3.3 Management shall amend the Employee’s personnel action on file to reflect a resignation in good standing pursuant to this Agreement, the Employee’s letter of resignation and the associated Judgment of Dismissal by the Commission approving these terms; and,

3.4 There shall be no award of attorney fees, back pay other monetary compensation provided to the Employee pursuant to this settlement offer.

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.

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

FOR EMPLOYEE: __________________________

JESSE LEE HINES
Employee
Date: 11/28/12

FOR MANAGEMENT: __________________________

JON J.P. FERNANDEZ
Superintendent of Education

ROBERT E. KOSS
Employee Management Relations Officer

Date: __________________________
June 4, 2012

Guam Department of Education  
Manuel F.L. Guerrero Administration Building  
312 Aspinall Avenue  
Hagåtña, Guam 96910

To all concerned:

This letter is to inform the department of my intent to resign from the position I was appointed to on January 4, 2012 as Teacher 1-B (Basic Educator) for Chamorro Language and Culture at Maria A. Ulloa Elementary School. It is imperative at this juncture that I continue to further my academic progress in order to complete the courses needed for the attainment of a BA.

Should there be any questions or concerns, I may be contacted at 878-2849 or 777-6746.

Si Yu'os Ma'åse',

Jesse Hines

[Signature]

[Approval]

[Stamp: RECEIVED 201121]
Before The Civil Service Commission
Government Of Guam

IN THE MATTER OF:

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Employee,
vs.

DEPARTMENT OF EDUCATION,
Management.

CSC CASE NO. 12-AA-18T

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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.

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

FOR EMPLOYEE: FOR MANAGEMENT:

JESSE LEE HINES
Employee

Date: 11/28/12

JON J.P. FERNANDEZ
Superintendent of Education

Date: 11/28/12

ROBERT E. KOSS
Employee Management Relations Officer

Date: 11/28/12
June 4, 2012

Guam Department of Education
Manuel F.L. Guerrero Administration Building
312 Aspinall Avenue
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Should there be any questions or concerns, I may be contacted at 878-2849 or 777-6746.

Si Yu'os Ma'åse',

Jesse Hines

[Signature]

[Stamp: Received 2012]