



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 24<sup>th</sup> day of January 2013.

LUIS R. BAZA  
Chairman

MANUEL R. PINAUIN  
Vice-Chairman

PRISCILLA T. TUNCAP  
Commissioner

JOHN SMITH  
Commissioner

LOU HONGYEE  
Commissioner

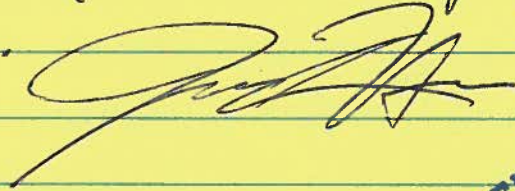
DANIEL D. LEON GUERRERO  
Commissioner

EDITH C. PANGELINAN  
Commissioner

**ORIGINAL**

11/29/12

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 condition specifically set forth in this agreement. (Refer to voluntary agreement attached) dated 11/28/12.



12-843



1 C. Said Agreement shall become operative upon execution of this Agreement by the signing of a  
2 Judgment by the Civil Service Commission approving those terms and conditions set forth  
3 herein.

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

6  
7 **1.0 PURPOSE OF AGREEMENT**

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

12 **2.0 EMPLOYEE'S OBLIGATION**

13 2.1 Employee agrees that he shall submit a letter of resignation effective June 4, 2012 and,

14 2.2 Employee agrees that he shall withdraw and dismiss the referenced Adverse Action Appeal  
15 with prejudice from the Civil Service Commission and request that the Commission enter  
16 judgment into the record approving the terms and condition specifically set forth in this  
17 agreement.

18 2.3 Employee agrees that he shall be responsible for any and all attorney fees and costs resulting  
19 from the referenced appeal; and,

20  
21 **3.0 MANAGEMENT'S OBLIGATION**

22 3.1 Management agrees that it shall accept the Employee's resignation in good standing effective  
23 June 4, 2012; and,

24 3.2 Management agrees that it shall rescind and expunge the record of the Employee's dismissal  
25 from its files and replace it with the Employee's letter of resignation.



1 3.3 Management shall amend the Employee's personnel action on file to reflect a resignation in  
2 good standing pursuant to this Agreement, the Employee's letter of resignation and the  
3 associated Judgment of Dismissal by the Commission approving these terms; and,

4 3.4 There shall be no award of attorney fees, back pay other monetary compensation provided to  
5 the Employee pursuant to this settlement offer.

#### 6 4.0 PERFORMANCE ACCEPTED.

7 The parties agree and acknowledge: (a) that it accepts performance of its obligations specified in  
8 this Agreement as a full and complete compromise of matters involving all disputed issues; (b)  
9 that the negotiations for this settlement (including all statements, admissions or communications)  
10 by the parties or their attorneys or representatives shall not be considered admissions by any of  
11 said parties; (c) and that no past or present wrong doing on the part of the parties shall be implied  
12 by such negotiations.  
13

#### 14 5.0 ADDITIONAL DOCUMENTS

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

#### 18 6.0 INDEPENDENT ADVICE OF COUNSEL.

19 Each party represents and declares that it has received independent advice from its respective  
20 attorneys or representative with respect to the advisability of making the settlement provided for  
21 herein and with respect to the advisability of executing this Agreement. Each party further  
22 represents and declares that it has not relied upon any statement or representation by the other  
23 party or of any of its partners, agents, employees, or attorneys in executing this Agreement  
24 or in making the settlement provided for herein, except as expressly provided for herein.  
25

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:

FOR MANAGEMENT:

JESSE LEE HINES  
Employee



Date: 11/28/12

JON J.P. FERNANDEZ  
Superintendent of Education

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



ROBERT E. KOSS  
Employee Management Relations Officer

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

Jesse L. Hines  
P.O. Box 5181 Hagåtña, Guam 96932

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

Approved.



11/21/12  
**RECEIVED**  
201211





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FOR MANAGEMENT:

JESSE LEE HINES  
Employee



JON J.P. FERNANDEZ  
Superintendent of Education



Date: 11/28/12

Date: 11/28/12

ROBERT E. KOSS  
Employee Management Relations Officer



Date: 11/28/12

Jesse L. Hines  
P.O. Box 5181 Hagåtña, Guam 96932

June 4, 2012

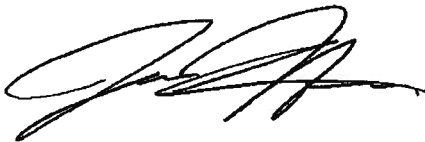
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