BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS

IN THE MATTER OF:

SHAWN TABAYOYONG,

Employee,

vs.

DEPARTMENT OF EDUCATION,

Management.

ADVERSE ACTION APPEAL
CASE NO. 14-AA02S

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice
pursuant to the Withdrawal of Adverse Action Appeal with Prejudice and Stipulated Settlement
Agreement signed by both parties, attached hereto.

SO ADJUDGED THIS 28th day of May 2015.

LUIS R. BAZA
Chairman

PRISCILLA T. TUNCAP
Commissioner

LOU HONGYEE
Commissioner

EDITH C. PANGELINAN
Commissioner

MANUEL B. PINAQUIT
Vice Chairman

JOHN SMITH
Commissioner

DANIEL D. LEON GUERRERO
Commissioner

ORIGINAL
Guam Federation of Teachers

Before the Civil Service Commission
In the Government of Guam

IN THE MATTER OF:
SHAWN TABAYOYONG
Employee,

vs.

DEPARTMENT OF EDUCATION,
Management.

CASE NO#14-AA02S
WITHDRAWAL OF ADVERSE
ACTION APPEAL WITH
PREJUDICE

TO: THE CIVIL SERVICE COMMISSION OF GUAM AND OPPOSING
MANAGEMENT REPRESENTATIVE OF RECORD

Comes Now, the Employee in the above Captioned and Numbered Civil Service
Commission Case, by and through his authorized representative of record hereby
enters this Withdrawal of Adverse Action Appeal. Management and the Employee
have come to a Settlement Agreement; of which an integral portion thereof is a
dismissal of the Civil Service Commission Case #14-AA02S.

Accordingly Employee hereby moves to dismiss the above captioned and numbered
CSC case in accordance with the above referenced Settlement Agreement with
Management.

Submitted on the ___ day of _____, 2015 by:

SHAWN TABAYOYONG
Employee

DAVID C BABAUTA
GFT Representative
Before the Civil Service Commission
In the Government of Guam

Guam Federation of Teachers
P.O. Box 2301
Hagåtña, Guam 96910 • USA
(671) 735-4390 • (671) 734-8085

Representative for Employee

In The Matter Of:

SHAWN TABAYOYONG,
Employee,

vs.

DEPARTMENT OF EDUCATION,
Employer.

CIVIL SERVICE COMMISSION
ADVERSE ACTION APPEAL
CASE NO.: 14-AA02S

STIPULATED SETTLEMENT AGREEMENT

THIS STIPULATION OF SETTLEMENT is by and between SHAWN TABAYOYONG ("Employee") and DEPARTMENT OF EDUCATION ("Management") as follows:

RECITALS

A. The Employee commenced an appeal against Management in the Civil Service Commission bearing Adverse Action Appeal Case No. 14-AA02S. The employee appealed Management’s issuance of a Final Notice of Adverse Action issued which resulted in a Twenty Five Day (25) suspension.

B. Management and the Employee agree that this is a disputed case and in order to achieve favorable relations between the Employee and Management, and in the interest of the Civil Service Commission’s time and resources the parties hereby agree to this Settlement Agreement.
C. The terms and conditions of this Agreement shall become effective and operative upon
the execution by both parties; understanding that the Civil Service Commission shall
subsequently act to memorialize this agreement.

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 Adverse Action Appeal, in the manner more
   specifically set forth in the terms of this Agreement that follow.

2. **Employee’s Obligation.**
   2.1 Employee shall withdraw his Appeal from the Civil Service Commission
       and request that the Commission dismiss the Appeal with prejudice.
   2.2 Employee agrees to accept a Ten (10) day Suspension.
   2.3 Employee shall pay his own attorney’s fees and costs.

3. **Management’s Obligation.**
   3.1 Management agrees that this settlement agreement shall supersede the final
       notice of adverse action and shall attach this settlement agreement and the
       Commissions Judgment approving this agreement to the final adverse action
       documentation in the Employee’s personnel file to insure the accuracy of the
       employee’s personnel records.
   3.2 Management agrees to pay the employee for Fifteen (15) Days back pay as
       part of this settlement agreement.
   3.3 Management agrees to reimburse and reinstate all the employees’ benefits
       for the Fifteen (15) Days, including but not limited to sick and annual leave,
retirement benefits, and all other benefits due and owed to the employee under Guam law.

3.4 Management shall pay its own attorney’s fees and costs.

4. **Performance Accepted.** The parties each agree and acknowledge: (a) that the party’s accept the performance of their respective 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 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 or this settlement.

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 and appropriate to give full force and effect to the 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.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written by their respective names:

SHAWN TABAY YONG, 
Employee 
Date: 04.10.15

JON FERNANDEZ, 
GDOE SUPERINTENDENT 
Date: 4/13/15

DAVID BABAUTA, 
Lay Representative for Employee 
Date: 4.10.2015

ROBERT KOSS, 
EMRO 
Date: 4/13/15