

GOVERNMENT OF GUAM

CIVIL SERVICE COMMISSION
KUMISION I SETBISION SIBIT

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E.T. Calvo Way, Tamuning 96913
P.O. Box 3156 Hagatna, Guam 96932
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32-13-161

Office of the Speaker
Judith T. Won Pat, Ed. D.

FACSIMILE INFORMATION PAGE

Date: 3/1/13
Time: 10:38 AM
Received by: [Signature]

PLEASE DELIVER TO: Legislative Secretary

DEPARTMENT/AGENCY: Attn: Stephanie Flores

FAX NO.: 472-3400 TOTAL PAGES: 6

(Including Cover Page)

FROM: Rachel G. Paulino

REFERENCE: Mary Ann Bordallo vs DOE

11-AA27S and 12-AA05T

Judgment of Dismissal

FOR YOUR INFORMATION AS PER YOUR REQUEST

COMMENTS: Hard Copy is available at CSC

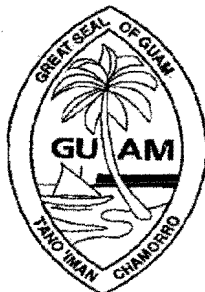
SENT BY: rgp DATE: 3/1/2013 DAY: Friday

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You.

2013 MAR -1 AM 10:50 [Signature]



BEFORE THE
GUAM CIVIL SERVICE COMMISSION



IN THE MATTER OF:

MARY ANN BORDALLO,

Employee,

vs.

DEPARTMENT OF EDUCATION,

Management.

ADVERSE ACTION APPEAL
CASE NOS. 11AA27S & 12-AA05T

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to Stipulation of Settlement signed by both parties and submitted to the Commission on January 29, 2013, which is attached hereto.

SO ADJUDGED THIS 28th DAY OF February 2013.

LUIS R. BAZA
Chairman

MANUEL R. PINAUIN
Vice-Chairman

PRISCILLA T. TUNCAP
Commissioner

Not Present
JOHN SMITH
Commissioner

LOURDES HONGYEE
Commissioner

DANIEL D. LEON GUERRERO
Commissioner

EDITH C. PANGELINAN
Commissioner

ORIGINAL

Before The Civil Service Commission
Government Of Guam

IN THE MATTER OF:

CSC CASE NO. 11-AA27S & 12-AA05T

MARY ANN BORDALLO,

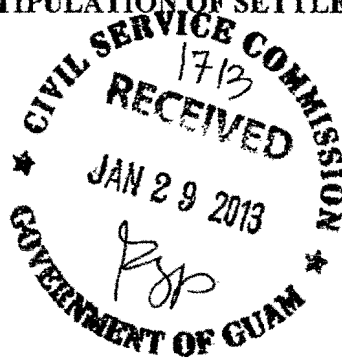
STIPULATION OF SETTLEMENT

Employee,

vs.

DEPARTMENT OF EDUCATION,

Management.



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

INTRODUCTION

This stipulation of settlement and agreement is by and between MARY ANN BORDALLO (hereinafter "Employee") and GUAM DEPARTMENT OF EDUCATION (hereinafter "Management") as follows:

RECITALS

- A. The Employee commenced an appeal of two adverse action in the Civil Service Commission bearing Adverse Action Appeal Case Nos. 11-AA27S and 11-AA05T,
- 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.

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 1.0 PURPOSE OF AGREEMENT

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

12 2.0 EMPLOYEE'S OBLIGATION

13 2.1 Employee agrees that she shall submit a letter of resignation effect August 17, 2012; and,

14 2.2 Employee agrees that she shall withdraw and dismiss the referenced Adverse Action Appeals
 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 she shall be responsible for any and all attorney fees and costs resulting
 19 from the referenced appeals; and,

20 3.0 MANAGEMENT'S OBLIGATION

21 3.1 Management agrees that it shall accept the resignation effective on August 17, 2012; and,

22 3.2 Management agrees that it shall rescind and expunge the Final Notice of Adverse Action
 23 terminating the Employee and that the Employee's letter of resignation shall be placed in the
 24 employee's file; and,
 25

1 3.3 Management shall amend the Employee's personnel action to reflect a resignation in good
2 standing; and,

3 3.4 Management agrees that the Employee shall retain her re-employment rights to the same or
4 comparable position in DOE within four years from the date of separation provided that she
5 meet the current minimum qualification requirements for the class to which re-employment is
6 requested.

7 4.0 PERFORMANCE ACCEPTED.

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

15 5.0 ADDITIONAL DOCUMENTS

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

19 6.0 INDEPENDENT ADVICE OF COUNSEL.

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

1 or in making the settlement provided for herein, except as expressly provided for herein.


2 7.0 VOLUNTARY AGREEMENT


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

5
6 IN WITNESS WHEREOF, the parties have executed this Agreement as of the
7 date written by their respective names
8

9
10 FOR EMPLOYEE:

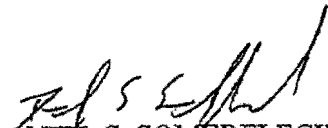
FOR MANAGEMENT:


11
12 
13 MARYANN BORDALLO
14 Employee


JON J.P. FERNANDEZ
Superintendent of Education

15 Date: 1/8/13

Date: 1/24/13

16
17 
18 DANIEL S. SOMERFLECK
19 Attorney for Employee


ROBERT E. KOSS
Employee Management Relations Officer

20 Date: 1/16/13

Date: 1/17/13

21
22
23
24
25

TO: Mr. Jon Fernandez *OK*
 Superintendent
DEPARTMENT OF EDUCATION
 P.O. Box DE
 Hagåtña, Guam 96910

FROM: Maryann Bordallo
 182 Trankilo St., No. 502
 Tamuning, GU 96913

DATE: January 8, 2013

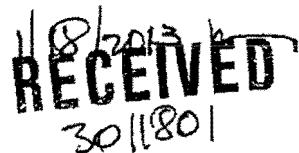
SUBJECT: LETTER OF RESIGNATION.

Dear Mr. Fernandez:

I hereby tender my resignation with the Department of Education ("DOE") effective August 17, 2012. During my time with DOE, I have had a pleasure and honor of working with a number of exceptional individuals. However, at this time, I believe it in my best interest to resign from my position with the Department of Education. Thank you for your consideration.

Sincerely,

M. Bordallo
 Maryann Bordallo



Rec'd by [Signature]
 1/17/13