



BEFORE THE  
GUAM CIVIL SERVICE COMMISSION  
BOARD OF COMMISSIONERS



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IN THE MATTER OF:  
  
Eloise R. Sanchez,  
  
Employee,  
  
vs.  
  
Department of Education,  
Management.

ADVERSE ACTION  
CASE NO. 0809-AA37

JUDGMENT OF DISMISSAL

32-13-311

Office of the Speaker  
Judith T. Won Pat, Ed. D.  
Date 4/24/13  
Time 9:44 am  
Received by [Signature]

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

SO ADJUDGED THIS 23<sup>rd</sup> day of April 2013.

[Signature]  
LUIS R. BAZA  
Chairman

[Signature]  
MANUEL R. PINAUI  
Vice-Chairman

[Signature]  
PRISCILLA T. TUNCAP  
Commissioner

[Signature]  
JOHN SMITH  
Commissioner

[Signature]  
LOU HONGYEE  
Commissioner

[Signature]  
DANIEL D. LEON GUERRERO  
Commissioner

[Signature]  
EDITH C. PANGELINAN  
Commissioner

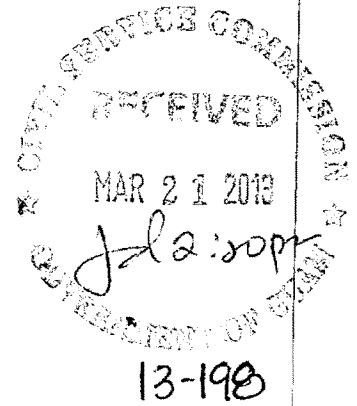
2013 APR 24 AM 9:50  
[Signature]

Office of the Legislative Secretary  
Senator Ting Tose Mifala Barnes  
Date 4-24-13  
Time 9:40 am  
Received by [Signature]

**ORIGINAL**

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Attorneys for Appellant  
*Eloise R. Sanchez*

GUAM CIVIL SERVICE COMMISSION

ELOISE R. SANCHEZ,  
 Employee,

vs.

GUAM DEPARTMENT OF EDUCATION  
 aka GUAM PUBLIC SCHOOL SYSTEM,  
 Management.

) ADVERSE ACTION APPEAL CASE NO.  
 ) 0809-AA37

STIPULATION FOR DISMISSAL

COME NOW the Parties through undersigned counsel to STIPULATE AND AGREE to  
 dismiss the above-captioned Adverse Action Appeal based on the Settlement Agreement executed  
 on March 14, 2013, and attached hereto, and jointly seek an order dismissing this matter.

LAW OFFICE OF  
 JACQUELINE TAITANO TERLAJE, P.C.  
 Counsel for Employee  
*Eloise Sanchez*

GUAM DEPARTMENT OF  
 EDUCATION  
 Counsel for Management  
*Guam Department Of Education*

By:

By:

03-20-2013

JACQUELINE TAITANO TERLAJE

REBECCA PEREZ

**COPY**

1 DEPARTMENT OF EDUCATION  
 2 Rebecca M. Perez, Legal Counsel  
 3 P.O. Box DE  
 4 Hagåtña, Guam 96910  
 5 Telephone (671) 300-1537  
 6 Email: legal-admin@gdoe.net

7 *Attorney for Management Department of Education*

8 **BEFORE THE CIVIL SERVICE COMMISSION**

9 **GOVERNMENT OF GUAM**

10 IN THE MATTER OF:

ADVERSE ACTION APPEAL  
 CASE NO. 0809-AA37

11 ELOISE R. SANCHEZ,

12 Employee,

SETTLEMENT AGREEMENT

-vs-

13 DEPARTMENT OF EDUCATION,

14 Management.

15 **BACKGROUND**

16  
 17 Eloise R. Sanchez (hereafter "Employee") received a Final Notice of Adverse Action from  
 18 the Guam Department of Education (hereafter "Management") on September 8, 2008. The  
 19 Adverse Action involuntarily demoted Employee from the position of Associate Superintendent-  
 20 Curriculum and Instruction to School Program Consultant. On September 18, 2008 Employee  
 21 filed an Appeal of the Adverse Action with the Commission. During the pendency of her appeal,  
 22 Employee filed a motion alleging violation of the Sixty Day Rule. The CSC issued a written  
 23 Decision and Order on Petitioner's motion on November 24, 2009. On December 18, 2009,  
 24 Petitioner filed a Petition for Judicial Review with the Superior Court of Guam in case number  
 25 SP250-09. On March 21, 2012 the Superior Court issued an order denying the Petition and  
 26 remanding the matter to the Commission, where the case is now set for a hearing on the merits.  
 27 Each party having had an opportunity to consult with counsel, it is the desire of Employee and

1 Management to compromise and settle all disputed issues and claims related to the Final Notice  
 2 of Adverse Action issued on September 8, 2008 (hereinafter "Final Notice"), and to achieve a  
 3 mutually acceptable resolution of the dispute between them without incurring further expense,  
 4 inconvenience, uncertainty, and delay of litigation. NOW THEREFORE, in consideration of the  
 5 foregoing and the mutual covenants, agreements, representations and promises contained in this  
 6 Agreement, Employee and Management hereby agree to the following terms to settle this matter:

- 7 1. Employee will retain her position as School Program Consultant within the Guam  
 8 Department of Education, subject to all laws, regulations, policies, and procedures  
 9 applicable to employees of the Guam Department of Education.
- 10 2. Management shall revoke the Final Notice of Adverse Action issued on September 8,  
 11 2008, and the Final Notice shall be expunged from Employee's personnel file; an  
 12 amended Personnel Action retroactive to September 18, 2008, shall be issued by  
 13 Management with the consent of Employee, voluntarily demoting Employee from  
 14 Associate Superintendent-Curriculum to Instruction to School Program Consultant.
- 15 3. On the first day of the pay period following a written order by the Commission accepting  
 16 this Settlement Agreement and dismissing this matter, Management shall adjust  
 17 Employee's salary from the current level of Eighty Thousand Two Hundred Sixty-Seven  
 18 Dollars (\$80,267.00) per annum to Eighty-Five Thousand Nine Hundred Eighty-Five  
 19 Dollars (\$85,985.00) per annum.
- 20 4. Management shall pay to Employee such amount as will reflect the increase in  
 21 Employee's salary described in Item 3 above, from its effective date retroactive to  
 22 September 8, 2008. Parties agree that the obligation to pay this amount shall not be  
 23 effective until such time as a written order is made by the Commission accepting this  
 24 Settlement Agreement and dismissing this matter. Management agrees that upon  
 25 acceptance of this Settlement Agreement and the entry of the order dismissing this appeal,  
 26 Management shall remit payment of the amounts described herein on the following  
 27 schedule:

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- (i) within one hundred and eighty (180) days of the entry of the order of dismissal, Management shall remit fifty percent (50%), or one-half of the amount due to Employee;
- (ii) no later than three hundred and sixty five (365) days from the entry of the order of dismissal, Management shall remit the remaining fifty percent (50%), or one-half of the amount due to Employee.

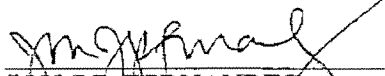
- 5. Employee agrees to dismiss this Adverse Action Appeal with prejudice.
- 6. Each party shall bear its own costs and attorney's fees.
- 7. Management agrees that all timelines for purposes of calculating benefits provided by Guam law, as a classified Government of Guam, employee shall be governed by Employee's service without reference or regard for the Final Adverse Action issued to Employee on September 8, 2008.
- 8. Employee agrees that she has had an opportunity to review this Agreement with counsel of her choosing and enters into this agreement knowingly and voluntarily.
- 9. Employee and Management agree that this Agreement shall be a full and final settlement of this case and all matters stemming from or related to the issuance of the Final Notice issued to Employee on September 8, 2008.

IT SO AGREED on this 14<sup>th</sup> day of March 2013.

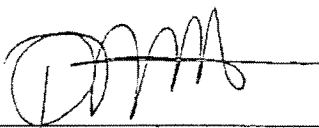
FOR EMPLOYEE:

FOR MANAGEMENT:

  
 \_\_\_\_\_  
 ELOISE R. SANCHEZ  
 Employee  
 Date:

  
 \_\_\_\_\_  
 JON J.P. FERNANDEZ  
 Superintendent of Education  
 Date:

  
 \_\_\_\_\_  
 JACQUELINE TAITANO TERLAJE  
 Counsel for Employee

  
 \_\_\_\_\_  
 REBECCA M. PEREZ  
 Counsel for Management