



BEFORE THE  
GUAM CIVIL SERVICE COMMISSION



Office of the Secretary  
Secretary T...  
Date 10-25-13  
Time 10:58 am  
Received by E. ...

IN THE MATTER OF:

ADVERSE ACTION APPEAL  
CASE NO. 12-AA22T

KENNETH J.C. BALAJADIA,

Employee,

vs.

GUAM POLICE DEPARTMENT,

Management.

32-13-899  
JUDGMENT OF DISMISSAL

Office of the speaker  
Judith T. Won Pat, Ed. D.  
Date 10/25/2013  
Time 12:12 pm  
Received by [Signature]

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to Stipulation for Settlement signed by both parties and attached hereto.

SO ADJUDGED THIS 24<sup>th</sup> DAY OF October 2013.

[Signature]  
LUIS R. BAZA  
Chairman

[Signature]  
MANUEL R. PINAUI  
Vice-Chairman

[Signature]  
PRISCILLA T. TUNCAP  
Commissioner

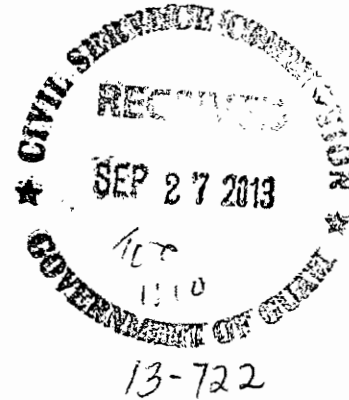
Not Present  
JOHN SMITH  
Commissioner

[Signature]  
LOURDES HONGYEE  
Commissioner

[Signature]  
DANIEL D. LEON GUERRERO  
Commissioner

[Signature]  
EDITH C. PANGELINAN  
Commissioner

2013 OCT 25 PM 12:45 M



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Office of the Attorney General  
Leonardo Rapadas  
Attorney General of Guam  
Civil Division  
590 S. Marine Corps Drive  
Suite 706, ITC Building  
Tamuning, Guam 96913 • USA  
(671) 475-3324 • (671) 472-2493 (Fax)  
www.guamg.org

Attorneys for the Government of Guam

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**GOVERNMENT OF GUAM**

|                                |   |                                   |
|--------------------------------|---|-----------------------------------|
| In The Matter Of:              | ) |                                   |
|                                | ) | ADVERSE ACTION APPEAL             |
| <b>KENNETH J.C. BALAJADIA,</b> | ) | CASE NO: 12-AA22T                 |
|                                | ) |                                   |
| Employee,                      | ) | <b>STIPULATION FOR SETTLEMENT</b> |
|                                | ) |                                   |
| vs.                            | ) |                                   |
|                                | ) |                                   |
| <b>GUAM POLICE DEPARTMENT,</b> | ) |                                   |
|                                | ) |                                   |
| Employer.                      | ) |                                   |

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THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between  
**KENNETH J.C. BALAJADIA** ("Employee") and the **GUAM POLICE DEPARTMENT**  
("Management") as follows:

**RECITALS**

A. Employee was served with a Notice of Proposed Adverse Action on September 14,  
2012. Employee was later served with an amended Notice of Proposed Adverse

**ORIGINAL**

1 Action on September 17, 2012. The charges in the Notice of Proposed Adverse  
2 Action served on September 17, 2012, include the following: 1) Refusal or failure to  
3 perform prescribed duties and responsibilities; 2) Unlawful use, possession or sale of  
4 illicit drugs (crystal methamphetamine); 3) Misuse of government property; 4) Failure  
5 to comply with the Drug Free Workplace Program, and 5) Other Misconduct  
6 (including criminal, dishonest, infamous or notoriously disgraceful conduct adversely  
7 affecting the employee/employer relationship, falsification, misstatement or  
8 concealment of material fact in connection with an official record, false testimony or  
9 refusal to testify in an inquiry, investigation or other official proceeding, and reporting  
10 for duty while under the influence of a narcotic or dangerous drug, or use of same on  
11 government property or on duty.

12 B. Employee was personally served with a Notice of Final Adverse Action on September  
13 28, 2012, at 5:40 p.m. The Notice of Final Adverse Action terminated employee's  
14 employment effectively immediately upon receipt, which was September 28, 2012.

15 C. Employee filed a timely appeal with the Civil Service Commission of his termination.

16 D. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement")  
17 to provide for certain arrangements in full settlement of the adverse action appeal.

18 This Agreement sets forth all of the terms and conditions between the parties, and no  
19 other agreements or promises exist other than as set forth herein.

20 E. The terms and conditions of said Agreement shall become operative upon the  
21 execution of this Agreement by the last of the parties to sign.

22 F. Employee and his counsel must submit this Agreement to Management's attorney at  
23 the Office of the Attorney General on or before Thursday, **September 26, 2013, by**  
24 **5:00 p.m.**, along with the requested letter of resignation set forth herein. If the  
25 Agreement is not signed by the employee and his attorney and/or not received by

1 Management's attorney by September 26, 2013, on or before 5:00 p.m, with the  
2 employee's letter of resignation, then the Agreement will not take effect.

3 G. Should the above deadline and conditions be met, the parties agree that this Settlement  
4 will be the Agreement of the parties.

5 H. The parties request that CSC issue a Judgment based on all of the terms and conditions  
6 herein. Should a Judgment issue on all terms and conditions, both parties waive the  
7 right to appeal and/or set aside the Judgment. Should a Judgment on all terms not be  
8 issued, either party may move to set aside this Agreement and any further Judgment  
9 and continue with the adverse action appeal.

10 **NOW THEREFORE**, for and in consideration of the mutual promises set forth herein,  
11 the parties agree as follows:

12 **1. Purpose of Agreement.** Employee and Management acknowledge and agree  
13 that this Agreement is a settlement and compromise of the referenced matters.  
14 It is the intention of the parties by the execution of this Agreement to fully,  
15 finally and completely resolve the matter between themselves as to employee's  
16 employment status and the matters referenced in the Notice of Proposed and  
17 Final Adverse Action.

18 **2. Employee's Obligation.**

19 2.1 Employee shall dismiss his adverse action appeal forthwith with prejudice  
20 based on the parties' Agreement. Employee and Management agree that  
21 Employee shall not appeal and/or set aside the Judgment issued based on  
22 all of the parties' terms and conditions as stated herein.

23 2.2 In exchange for the settlement terms herein, Management agrees to allow  
24 employee to resign from his employment retroactive to September 28,  
25 2012, although such resignation shall not be considered to be in good

1 standing under the Department of Administration Rules and Regulations  
2 (“DOA PR&R) as set forth below.

3 2.3 Employee shall resign with an effective date for settlement purposes as of  
4 September 28, 2012, close of business (“COB”). Employee’s resignation  
5 shall be deemed not to be in good standing pursuant to DOA PR&R 4.502,  
6 4.406, and 13.004. The letter of resignation shall remain in the employee’s  
7 official personnel jacket with this Agreement and the Notice of Proposed  
8 Adverse Actions dated September 14, 2012, and September 17, 2012.

9 2.4 Employee shall prepare, sign, and submit a currently dated letter of  
10 resignation to Management, with an effective date retroactive to  
11 September 28, 2012, COB, specifically indicating that his resignation with  
12 the Guam Police Department is not in good standing. **This resignation**  
13 **letter shall be submitted to GPD, via counsel, no later than September**  
14 **26, 2013, on or before 5:00 p.m., concurrently with employee’s**  
15 **signature and that of his counsel on this Agreement.**

16 2.5 This Agreement, the Judgment based on this Agreement, the letter of  
17 resignation, and the amended GG-1 that shall reflect a resignation not in  
18 good standing, shall replace and supersede the Notice of Final Adverse  
19 Action which shall then be expunged after receipt of all of the above  
20 documents.

21 2.6 Employee agrees that he shall not be entitled to any monies, benefits, or  
22 compensation, and that no such monies and benefits have accrued to him,  
23 for employment and/or for any reason after September 28, 2012. This  
24 Agreement does not affect any monies that accrued to employee and which  
25 were vested as of September 28, 2012.

1 2.7 Employee waives any and all claims, known and unknown, against  
2 Management as of the date of his signature on this Agreement.

3 2.8 Employee waives any and all rights and/or potential claims relating to re-  
4 employment with the Government of Guam and the Guam Police  
5 Department as set forth in the Department of Administration's Rules and  
6 Regulations and any other applicable laws and regulations relating to re-  
7 employment with the Government of Guam.

8 2.9 Employee agrees he shall not apply to any position in the Government of  
9 Guam, including but not limited to, the Guam Police Department and/or  
10 any other government entity, agency and/or instrumentality. Employee  
11 also agrees that he shall never work again for the Government of Guam in  
12 any position, including the Guam Police Department, as a condition of this  
13 Agreement. Employee shall not be eligible for re-hire with the  
14 Government of Guam in any agency and/or in any position, including but  
15 not limited to, the Guam Police Department and shall not be eligible to be  
16 placed on any eligibility list within the Government of Guam after he signs  
17 this Agreement.

18 2.10 Employee shall pay his own attorney's fees and costs associated with this  
19 matter.

20 **3. Management's Obligation.**

21 3.1 Management shall expunge the Notice of Final Adverse Action relating to  
22 this case from the employee's personnel file after Management receives all  
23 of the following: (a) the employee's signed letter of resignation, effective  
24 September 28, 2012, COB, (b) the conformed Agreement signed by all  
25 parties, (c) the Judgment issued by the CSC upon all the parties' terms and

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conditions and d) the amended GG-1 showing employee's resignation not in good standing from the Guam Police Department. This Agreement, the CSC Judgment based on this Agreement, the letter of resignation, and the amended GG-1 showing a resignation not in good standing shall replace and supersede the Notice of Final Adverse Action, which will then be expunged. All documents with the exception of the Notice of Final Adverse Action shall remain in the employee's personnel file, including the amended GG-1 which will reflect a resignation of the employee not in good standing.

3.2 Management will submit a request for an amended GG-1 changing the employee's status with GPD from a termination effective September 28, 2012, to a resignation not in good standing effective September 28, 2012, pursuant to the parties' Agreement.

3.3 Management and the Employee agree that the employee shall not be entitled to receive any monies, benefits and/or attorney's fees and costs under this Agreement, other than any monies vested and accrued as of September 28, 2012, COB. Employee shall bear his own attorney's fees and costs.

**4. Performance Accepted.** The parties each agree and acknowledges:

(a) that the party accepts performance of his/her 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

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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. **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. **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, and/or has been advised to seek such representation and advice and has declined. 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. Each party agrees that no other promises or agreements have been made, and that this is the final and complete agreement of the parties.

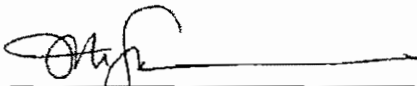
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1 IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written  
2 by their respective names.

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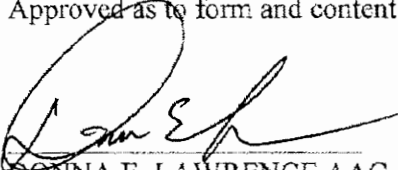
  
KENNETH J.C. BALAJADIA,  
EMPLOYEE

  
MAURICE SAYAMA, ACTING CHIEF  
GUAM POLICE DEPARTMENT


Date: 9-20-13

Date: 27 Sep 13

Approved as to form and content:

  
DONNA E. LAWRENCE, AAG  
Attorney for GPD

Date: 9/27/13

  
CURTIS VAN DE VELD,  
Attorney for Employee

Date: 09-20-13

09.26.13 Q.

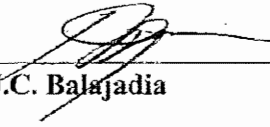
**Kenneth J.C. Balajadia**  
**Employee**  
**Guam Police Department**

To: Chief of Police, Guam Police Department,

Sir,

Effective as of the close of business on September 28, 2012, I hereby resign my employment with the government of Guam, Guam Police Department understanding that such resignation shall be considered to be not in good standing pursuant to DOA PR&R 4.502, 4.406 and 13.04.

Dated: September 26, 2013

  
\_\_\_\_\_  
**Kenneth J.C. Balajadia**

