

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

Office of the Legislative Secretary
Senator Tina Rose Mufia Barnes
Date: 06-01-15
Time: 11:10
Received by: [Signature]

2015 JUN -1 PM 2:05

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.

[Signature]
LUIS R. BAZA
Chairman

[Signature]
MANUEL R. PINAQUIN
Vice Chairman

73-15-0495
Office of the Speaker
Judith T. Won Pat, Ed.D

[Signature]
PRISCILLA T. TUNCAP
Commissioner

[Signature]
JOHN SMITH
Commissioner

Date: 06-01-15
Time: 11:45 AM
Received By: [Signature]

[Signature]
LOU HONGYEE
Commissioner

[Signature]
DANIEL D. LEON GUERRERO
Commissioner

[Signature]
EDITH C. PANGELINAN
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 10 day of April, 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**



15-424

Employee
Management
Relations
Office
Receive
4/10/15
Date

541308
RECEIVED

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.

1 C. The terms and conditions of this Agreement shall become effective and operative upon
 2 the execution by both parties; understanding that the Civil Service Commission shall
 3 subsequently act to memorialize this agreement.

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

7 **1. Purpose of Agreement.** Employee and Management acknowledge and agree
 8 that this Agreement is a Settlement and Compromise of the referenced matters. It
 9 is the intention of the parties by the execution of this Agreement to fully, finally
 10 and completely resolve this Adverse Action Appeal, in the manner more
 11 specifically set forth in the terms of this Agreement that follow.

12 **2. Employee's Obligation.**

- 13 2.1 Employee shall withdraw his Appeal from the Civil Service Commission
- 14 and request that the Commission dismiss the Appeal with prejudice.
- 15 2.2 Employee agrees to accept a Ten (10) day Suspension.
- 16 2.3 Employee shall pay his own attorney's fees and costs.

17 **3. Management's Obligation.**

- 18 3.1 Management agrees that this settlement agreement shall supersede the final
- 19 notice of adverse action and shall attach this settlement agreement and the
- 20 Commissions Judgment approving this agreement to the final adverse action
- 21 documentation in the Employee's personnel file to insure the accuracy of the
- 22 employee's personnel records.
- 23 3.2 Management agrees to pay the employee for Fifteen (15) Days back pay as
- 24 part of this settlement agreement.
- 25 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,

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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.

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




SHAWN TABAYOYONG,
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