Gmail

Benjamin J.F. Cruz <senator@senatorbjcruz.com>

Civil Service Commission Decision

4 messages

Joaquin Taitague <taitaguej.rbl@gmail.com>
To: BJ Cruz <senator@senatorbjcruz.com>
Mon, Aug 28, 2017 at 8:14 AM

Hafa Adai,

Please see attached Civil Service Commission Decisions from The Office of Senator Régine Biscoe Lee which were received on August 24, 2017 at 8am for Messages and Communications.

--
Si Yu'os Ma'åse
Joaquin Taitague
Legislative Assistant
Office of Senator Régine Biscoe Lee

Tel: 472-3455

Speaker Benjamin J.F. Cruz
AUG 28 2017
Time: 9:41 ✓
Received By

PEARL ANGEL CRUZ vs PORT AUTHORITY OF GUAM_ CASE NO. 14-AA05T.pdf
310K

Joaquin Taitague <taitaguej.rbl@gmail.com>
To: BJ Cruz <senator@senatorbjcruz.com>
Mon, Aug 28, 2017 at 8:14 AM

GL# 34-17-925
34-17-926
34-17-927
34-17-928

Hafa Adai,

Please see attached Civil Service Commission Decisions from The Office of Senator Régine Biscoe Lee which were received on August 24, 2017 at 8am for Messages and Communications.
[Quoted text hidden]

3 attachments

MARK C. CHARFAUROS vs GUAM POLICE DEPARTMENT_ CASE NO. 17-AA02D.pdf
429K

MANUEL PEREZ vs GUAM POLICE DEPARTMENT_ CASE NO. 17-AA04D & 17-AA08T.pdf
133K

ROGER W. REOGANIS vs DEPARTMENT OF EDUCATION; CASE NO. 17-GRE09.pdf
177K

Benjamin J.F. Cruz <senator@senatorbjcruz.com>
To: Guam Legislature Clerks <clerks@guamlegislature.org>
Cc: "<rennae@guamlegislature.org>" <rennae@guamlegislature.org>, BENJAMIN CRUZ <speaker@senatorbjcruz.com>
Mon, Aug 28, 2017 at 9:47 AM

8/28/2017	8/4/2017	Civil Service Commission *Office of the Legislative Secretary Senator Régine Biscoe Lee	Civil Service Commission; Judgement of Dismissal; Adverse Action Appeal Case No. 14-AA05T. *Emailed	34-17-925
8/28/2017	8/4/2017	Civil Service Commission *Office of the Legislative Secretary Senator Régine Biscoe Lee	Civil Service Commission; Decision and Judgement; Adverse Action Appeal Case No. 17-AA02D. *Emailed	34-17-926
8/28/2017	8/4/2017	Civil Service Commission *Office of the Legislative Secretary Senator Régine Biscoe Lee	Civil Service Commission; Judgement of Dismissal; Adverse Action Appeal Case No. 17-AA04D and 17-AA08T. *Emailed	34-17-927
8/28/2017	8/4/2017	Civil Service Commission *Office of the Legislative Secretary Senator Régine Biscoe Lee	Civil Service Commission; Judgement of Dismissal; Grievance Appeal Case No. 17-GRE09. *Emailed	34-17-928

[Quoted text hidden]

--
Speaker Benjamin J.F. Cruz
I Mina Trentai Kuåttro Na Lihesiaturan Guåhan
T 671-477-2520 | F 671-477-2522
http://www.senatorbjcruz.com

3 attachments

MARK C. CHARFAUROS vs GUAM POLICE DEPARTMENT_ CASE NO. 17-AA02D.pdf
429K

MANUEL PEREZ vs GUAM POLICE DEPARTMENT_ CASE NO. 17-AA04D & 17-AA08T.pdf
133K

ROGER W. REOGANIS vs DEPARTMENT OF EDUCATION; CASE NO. 17-GRE09.pdf
177K

0928

2017 AUG 28 AM 10:02

Benjamin J.F. Cruz <senator@senatorbjcruz.com>
To: Guam Legislature Clerks <clerks@guamlegislature.org>
Cc: "<rennae@guamlegislature.org>" <rennae@guamlegislature.org>, BENJAMIN CRUZ <speaker@senatorbjcruz.com>
Mon, Aug 28, 2017 at 9:50 AM

Please disregard and replace previous email with the updated information below. Thank You!

8/28/2017	8/4/2017	Civil Service Commission *Office of the Legislative Secretary Senator Régine Biscoe Lee	Civil Service Commission; Judgement of Dismissal; Adverse Action Appeal Case No. 14-AA05T. *Emailed	34-17-925
8/28/2017	8/15/2017	Civil Service Commission *Office of the Legislative Secretary Senator Régine Biscoe Lee	Civil Service Commission; Decision and Judgement; Adverse Action Appeal Case No. 17-AA02D. *Emailed	34-17-926
8/28/2017	8/15/2017	Civil Service Commission *Office of the Legislative Secretary Senator Régine Biscoe Lee	Civil Service Commission; Judgement of Dismissal; Adverse Action Appeal Case No. 17-AA04D and 17-AA08T. *Emailed	34-17-927
8/28/2017	8/24/2017	Civil Service Commission *Office of the Legislative Secretary Senator Régine Biscoe Lee	Civil Service Commission; Judgement of Dismissal; Grievance Appeal Case No. 17-GRE09. *Emailed	34-17-928

[Quoted text hidden]

3 attachments

MARK C. CHARFAUROS vs GUAM POLICE DEPARTMENT_ CASE NO. 17-AA02D.pdf
429K

MANUEL PEREZ vs GUAM POLICE DEPARTMENT_ CASE NO. 17-AA04D & 17-AA08T.pdf
133K

ROGER W. REOGANIS vs DEPARTMENT OF EDUCATION; CASE NO. 17-GRE09.pdf
177K

Gmail

Benjamin J.F. Cruz <senator@senatorbjcruz.com>

Civil Service Commission Decision

4 messages

Joaquin Taitague <taitaguej.rbl@gmail.com>
To: BJ Cruz <senator@senatorbjcruz.com>
Mon, Aug 28, 2017 at 8:14 AM

Hafa Adai,

Please see attached Civil Service Commission Decisions from The Office of Senator Régine Biscoe Lee which were received on August 24, 2017 at 8am for Messages and Communications.

--
Si Yu'os Ma'åse
Joaquin Taitague
Legislative Assistant
Office of Senator Régine Biscoe Lee

Tel: 472-3455

Speaker Benjamin J.F. Cruz
AUG 28 2017
Time: 9:41 ✓
Received By

PEARL ANGEL CRUZ vs PORT AUTHORITY OF GUAM_ CASE NO. 14-AA05T.pdf
310K

Joaquin Taitague <taitaguej.rbl@gmail.com>
To: BJ Cruz <senator@senatorbjcruz.com>
Mon, Aug 28, 2017 at 8:14 AM

GL# 34-17-925
34-17-926
34-17-927
34-17-928

Hafa Adai,

Please see attached Civil Service Commission Decisions from The Office of Senator Régine Biscoe Lee which were received on August 24, 2017 at 8am for Messages and Communications.
[Quoted text hidden]

3 attachments

MARK C. CHARFAUROS vs GUAM POLICE DEPARTMENT_ CASE NO. 17-AA02D.pdf
429K

MANUEL PEREZ vs GUAM POLICE DEPARTMENT_ CASE NO. 17-AA04D & 17-AA08T.pdf
133K

ROGER W. REOGANIS vs DEPARTMENT OF EDUCATION; CASE NO. 17-GRE09.pdf
177K

Benjamin J.F. Cruz <senator@senatorbjcruz.com>
To: Guam Legislature Clerks <clerks@guamlegislature.org>
Cc: "<rennae@guamlegislature.org>" <rennae@guamlegislature.org>, BENJAMIN CRUZ <speaker@senatorbjcruz.com>
Mon, Aug 28, 2017 at 9:47 AM

8/28/2017	8/4/2017	Civil Service Commission *Office of the Legislative Secretary Senator Régine Biscoe Lee	Civil Service Commission; Judgement of Dismissal; Adverse Action Appeal Case No. 14-AA05T. *Emailed	34-17-925
8/28/2017	8/4/2017	Civil Service Commission *Office of the Legislative Secretary Senator Régine Biscoe Lee	Civil Service Commission; Decision and Judgement; Adverse Action Appeal Case No. 17-AA02D. *Emailed	34-17-926
8/28/2017	8/4/2017	Civil Service Commission *Office of the Legislative Secretary Senator Régine Biscoe Lee	Civil Service Commission; Judgement of Dismissal; Adverse Action Appeal Case No. 17-AA04D and 17-AA08T. *Emailed	34-17-927
8/28/2017	8/4/2017	Civil Service Commission *Office of the Legislative Secretary Senator Régine Biscoe Lee	Civil Service Commission; Judgement of Dismissal; Grievance Appeal Case No. 17-GRE09. *Emailed	34-17-928

[Quoted text hidden]

--
Speaker Benjamin J.F. Cruz
I Mina Trentai Kuåttro Na Lihesiaturan Guåhan
T 671-477-2520 | F 671-477-2522
http://www.senatorbjcruz.com

3 attachments

MARK C. CHARFAUROS vs GUAM POLICE DEPARTMENT_ CASE NO. 17-AA02D.pdf
429K

MANUEL PEREZ vs GUAM POLICE DEPARTMENT_ CASE NO. 17-AA04D & 17-AA08T.pdf
133K

ROGER W. REOGANIS vs DEPARTMENT OF EDUCATION; CASE NO. 17-GRE09.pdf
177K

0928

2017 AUG 28 AM 10:02

Benjamin J.F. Cruz <senator@senatorbjcruz.com>
To: Guam Legislature Clerks <clerks@guamlegislature.org>
Cc: "<rennae@guamlegislature.org>" <rennae@guamlegislature.org>, BENJAMIN CRUZ <speaker@senatorbjcruz.com>
Mon, Aug 28, 2017 at 9:50 AM

Please disregard and replace previous email with the updated information below. Thank You!

8/28/2017	8/4/2017	Civil Service Commission *Office of the Legislative Secretary Senator Régine Biscoe Lee	Civil Service Commission; Judgement of Dismissal; Adverse Action Appeal Case No. 14-AA05T. *Emailed	34-17-925
8/28/2017	8/15/2017	Civil Service Commission *Office of the Legislative Secretary Senator Régine Biscoe Lee	Civil Service Commission; Decision and Judgement; Adverse Action Appeal Case No. 17-AA02D. *Emailed	34-17-926
8/28/2017	8/15/2017	Civil Service Commission *Office of the Legislative Secretary Senator Régine Biscoe Lee	Civil Service Commission; Judgement of Dismissal; Adverse Action Appeal Case No. 17-AA04D and 17-AA08T. *Emailed	34-17-927
8/28/2017	8/24/2017	Civil Service Commission *Office of the Legislative Secretary Senator Régine Biscoe Lee	Civil Service Commission; Judgement of Dismissal; Grievance Appeal Case No. 17-GRE09. *Emailed	34-17-928

[Quoted text hidden]

3 attachments

MARK C. CHARFAUROS vs GUAM POLICE DEPARTMENT_ CASE NO. 17-AA02D.pdf
429K

MANUEL PEREZ vs GUAM POLICE DEPARTMENT_ CASE NO. 17-AA04D & 17-AA08T.pdf
133K

ROGER W. REOGANIS vs DEPARTMENT OF EDUCATION; CASE NO. 17-GRE09.pdf
177K

BEFORE THE
GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

IN THE MATTER OF:

ROGER W. REOGANIS,

Employee,

vs.

DEPARTMENT OF EDUCATION,

Management.

GRIEVANCE APPEAL
CASE NO. 17-GRE09

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the signed Stipulation and Settlement Agreement, attached hereto.

SO ADJUDGED THIS 24th day of August 2017.

EDITH PANGELINAN
Chairperson

LOURDES HONGYEE
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

CATHERINE GAYLE
Commissioner

MICHAEL G. TOPASNA
Commissioner

Doc. No. 34GL-17-0928 *.

CIVIL SERVICE COMMISSION
RECEIVED
JUL 06 2017
GOVERNMENT OF GUAM

BEFORE THE GUAM CIVIL SERVICE COMMISSION

ROGER W. REOGANIS, Employee, vs. **DEPARTMENT OF EDUCATION,** Management.	GRIEVANCE APPEAL CASE NO. 17-GRE09 **STIPULATION AND SETTLEMENT AGREEMENT**

This **STIPULATION AND SETTLEMENT AGREEMENT**, is by and between **ROGER W. REOGANIS** (the "Employee") and the **GUAM DEPARTMENT OF EDUCATION** ("GDOE" or "Management") (hereinafter collectively referred to as the "Parties") as follows:

RECITALS

A. Employee commenced the above-captioned Grievance Appeal in the Guam Civil Service Commission (the "Commission") on or about May 18, 2017.

B. The Parties desire to enter into this Settlement Agreement (the "Agreement") for Grievance Appeal Case No. 17-GRE09 and for any pending matters related to the above-captioned case (hereinafter collectively referred to as the "Grievance") in order to provide for certain arrangements in full settlement and discharge of these matters in fair and equitable means and upon the terms and conditions set forth herein.

C. The terms and conditions of said Agreement shall become effective upon execution of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein, the Parties agree as follows:

///

ORIGINAL

1. **Purpose of Agreement.**

1.1 Employee and Management acknowledge and agree that this Agreement is a settlement and compromise of the Grievance.

1.2 It is the intention of the Parties by execution of this Agreement to fully, finally, and completely resolve all disputes between them regarding the Grievance in the manner more specifically set forth in the terms of this Agreement that follow.

2. **Contingent upon Confirmation of Approval of Stipulated Motion to Dismiss with Prejudice by Guam Civil Service Commission.**

2.1 This Agreement is expressly contingent upon the following occurring in the Grievance:

a) Employee's filing of a Stipulated Motion to Dismiss with Prejudice in Grievance Appeal Case No. 17-GRE09 pursuant to Rule G15.4 of the Commission's Rules of Procedure for Grievance Appeals (the "Commission's Grievance Rules").

b) The Commission's approval of the Stipulated Motion to Dismiss with Prejudice in Grievance Appeal Case No. 17-GRE09 pursuant to Rule G15.4 of the Commission's Grievance Rules.

c) If and when such approval of the Stipulated Motion to Dismiss with Prejudice in the Grievance (described above) is obtained by Employee from the Commission, GDOE's obligations contemplated in this Agreement shall be effective immediately after GDOE receives the Commission's Order approving the Stipulated Motion to Dismiss with Prejudice in the Grievance.

//

///

3. **Employee's Obligations.**

3.1 Upon execution of this Agreement, Employee shall file a Stipulated Motion to Dismiss Grievance Appeal Case No. 17-GRE09 with the Commission and shall request that the Commission dismiss Grievance Appeal Case No. 17-GRE09 with prejudice, pursuant to Rule G15.4 of the Commission's Grievance Rules.

3.2 Employee hereby fully and forever releases, acquits and discharges GDOE and its respective employees, former employees, officers, directors, insurers, assigns, attorneys, agents, representatives, predecessors and successors in interest, and related entities from and against any and all claims, actions, causes of action (direct or derivative), losses, injuries, damages, liabilities, costs, expenses, liens, demands, and fees (including attorneys' fees), of any kind or description whatsoever in law or in equity, now known or hereafter discovered, in any way related to or connected with any and all claims for personal injuries, property or economic damages or otherwise, known or unknown, realized or unrealized, both compensatory and punitive, expenses, and interest, whether direct or indirect, arising in tort, contract, statute or otherwise, which Employee has, had, or might have asserted against GDOE in connection with, arising from, or related to the Grievance.

3.3 Employee covenants and agrees that he will forever refrain from instituting, assisting, prosecuting, maintaining, proceeding on or advising to be commenced or maintained against GDOE any action or proceeding which arises out of, or is or may be, in whole or in part, based upon, related to or connected with the Grievance. Employee understands that the release contained in this agreement is a complete defense to any action or other proceeding asserting any of the claims in the Grievance which may be instituted by or on behalf of Employee.

4. **Management's Obligations.**

4.1 In consideration of Employee's agreement to release all claims against GDOE arising out of the Grievance, GDOE agrees that, in the event that former employee James Petitte should be re-employed by GDOE in the future and Employee continues to be employed by GDOE at that time, Petitte shall not be assigned to the same school where Employee is assigned.

4.2 The release and obligations set forth herein shall become effective upon GDOE's receiving of an Order by the Commission approving the Stipulated Motion to Dismiss with Prejudice in the Grievance (described above) pursuant to Rule G15.4 of the Commission's Grievance Rules.

5. **No Admission of Liability.**

5.1 Employee understands and agrees that the promises, covenants, and terms contained herein, and the obligations made pursuant to this Agreement, are not, and are not to be deemed or construed as, an admission of liability or fault of any kind whatsoever, which is expressly disclaimed by GDOE, but are instead to be construed strictly as a compromise and settlement of all disputes between Employee and GDOE for the purpose of avoiding further controversy, litigation, and expense.

6. **Performance Accepted.**

6.1 The Parties agree and acknowledge:

a) That they accept performance of their obligations specified in this Agreement as a full and complete compromise of all matters involving the disputed issues in Grievance Appeal Case No. 17-GRE09.

b) That the negotiations for this Settlement Agreement (including all statements, admissions, or communications by the Parties or their representatives) shall not be considered by any of the said Parties.

c) That no past or present wrongdoing on the part of the Parties shall be implied by such negotiations.

7. **Additional Documents.**

7.1 The 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.

8. **Independent Advice of Counsel.**

8.1 Each party represents and declares that it has received independent advice from its respective attorney with respect to the advisability of making the settlement provided for herein. Each party further represents and declares that it has not relied upon any statement or representation by the other party or 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.

9. **Voluntary Agreement.**

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

//

//

///

10. **Merger and Entire Agreement.**

10.1 The Parties acknowledge and understand that this is the entire agreement between the Parties with regard to the matters set forth herein. There are no other understandings or agreements, verbal or otherwise, related thereto, between the Parties.

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

EMPLOYEE	**MANAGEMENT,** **GUAM DEPARTMENT OF EDUCATION**
ROGER W. REOGANIS	By: **JOAQUIN J.P. FERNANDEZ**, Superintendent of Education
DATE: 7/6/17	DATE: 6/29/17