



BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

APRIL M.G. FLORES,

Employee,

vs.

DEPARTMENT OF EDUCATION,

Management.

GRIEVANCE APPEAL
CASE NO. 16-GRE05

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 21st DAY OF June 2016.

EDITH PANGELINAN
Chairperson

DANIEL D. LEONGUERRERO
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

LOU HONGYEE
Commissioner

CATHERINE GAYLE
Commissioner

ORIGINAL



Before The Civil Service Commission
Government Of Guam

IN THE MATTER OF:

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) CSC CASE NO. 16-GRE05
)
)

APRIL M.G. FLORES,

)
)
) Employee,
)
)

STIPULATION OF SETTLEMENT

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 April M.G. Flores (hereinafter "Employee") and GUAM DEPARTMENT OF EDUCATION (hereinafter "Management") as follows:

RECITALS

- A. The Employee commenced a step 4 grievance appeal in the Civil Service Commission bearing Case No.16-GRE05; and,
- B. The parties desire to enter into this settlement Agreement (hereinafter "Agreement") for the pending Grievance Appeal in order to provide for certain arrangements in full settlement and discharge of the referenced grievance upon the terms and conditions set forth herein.
- C. Said Agreement shall become operative upon execution of this Agreement by the signing of a Judgment by the Commissioners approving those terms and conditions set forth herein.

ORIGINAL

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

3 **1.0 PURPOSE OF AGREEMENT**

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

8 **2.0 EMPLOYEE'S OBLIGATION**

9 2.1 Employee agrees that the January 7, 2016 "*Letter of Reprimand*" shall be reduced to a
10 "*Letter of Counseling*" on the same basis; and,

11 2.2 Employee agrees that she shall withdraw and dismiss the referenced Grievance Appeal with
12 prejudice from the Civil Service Commission and request that the Commission enter judgment
13 into the record approving the terms and condition specifically set forth in this agreement.

14 **3.0 MANAGEMENT'S OBLIGATION**

15 3.1 Management agrees that it shall amend its January 7, 2016 "*Letter of Reprimand*" to reflect a
16 "*Letter of Counseling*" issued on the same basis; and,

17 **4.0 PERFORMANCE ACCEPTED.**

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

24 **5.0 ADDITIONAL DOCUMENTS**

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

4 **6.0 INDEPENDENT ADVICE OF COUNSEL.**

5 Each party represents and declares that it has received independent advice from its respective
6 attorneys or representative with respect to the advisability of making the settlement provided for
7 herein and with respect to the advisability of executing this Agreement. Each party further
8 represents and declares that it has not relied upon any statement or representation by the other
9 party or of any of its partners, agents, employees, or attorneys in executing this Agreement
10 or in making the settlement provided for herein, except as expressly provided for herein.
11


12 **7.0 VOLUNTARY AGREEMENT**


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

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

17 FOR EMPLOYEE:


FOR MANAGEMENT:


18 
19 APRIL M.G. FLORES
20 Employee


JON J.P. FERNANDEZ
Superintendent of Education

21 Date: 5-26-2016

22 Date: 6-2-16

23 
24 DAVID BABAUTA
Lay Representative


ROBERT E. KOSS
Lay Representative

25 Date: 5-26-2016

Date: 6-2-2016