

BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

GUADALUPE SN FLORES,
Employee,

vs.

DEPARTMENT OF EDUCATION,
Management.

ADVERSE ACTION APPEAL
CASE NO. 13-AA20T

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the Stipulation of Settlement signed by the parties on June 26, 2014, received by Civil Service Commission on June 27, 2014 and attached hereto, this matter is hereby dismissed with prejudice.

SO ADJUDGED THIS 17th day of July 2014.

LUIS R. BAZA
Chairman

MANUEL R. PINAUIÑ
Vice-Chairman

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

NOT PRESENT
LOURDES HONGYEE
Commissioner

DANIEL D. LEON GUERRERO
Commissioner

EDITH C. PANGELINAN
Commissioner

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**CIVIL SERVICE COMMISSION
GOVERNMENT OF GUAM**

IN THE MATTER OF:)	ADVERSE ACTION APPEAL
)	CASE NO.: 13-AA20T
GUADALUPE S.N. FLORES,)	
)	
Employee,)	STIPULATION OF SETTLEMENT
vs.)	
)	
GUAM DEPARTMENT OF EDUCATION,)	
)	
Management.)	

INTRODUCTION

This stipulation of settlement and agreement is by and between **GUADALUPE S.N. FLORES** (hereinafter "Employee") and **GUAM DEPARTMENT OF EDUCATION** (hereinafter "Management") as follows:

RECITALS

- A. The Employee commenced an appeal of an adverse action in the Civil Service Commission of Guam bearing Adverse Action Appeal Case No. 13-AA20T.
- B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for the referenced Adverse Action Appeal in order to provide for certain arrangements in full settlement and discharge of the referenced case upon the terms and conditions set forth herein.

1 C. Said Agreement shall become operative upon execution of this Agreement on the date
2 signed by the parties approving those terms and conditions set forth herein.

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

5 **1.0 PURPOSE OF AGREEMENT**

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

11 **2.0 EMPLOYEE'S OBLIGATION**

12 2.1 Employee agrees that she shall submit a Letter of Retirement effective July 26, 2013; and,

13 2.2 Employee agrees that she shall be compensated at her regular rate of pay for three full
14 days or 24 hours for the remaining duty days of SY 2012-2013 that she would have otherwise
15 received; and,
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17 2.3 Employee agrees that she hereby withdraws and dismisses the referenced Adverse Action
18 Appeal alone with prejudice.
19

20 **3.0 MANAGEMENT'S OBLIGATION**

21 3.1 Management agrees that it shall accept the retirement of the Employee effective on July
22 26, 2013; and,

23 3.2 Management agrees that it shall rescind and withdraw the Final Notice of Adverse Action
24 terminating the Employee and that the Employee's letter of retirement in good standing shall
25 be placed in the employee's file; and,
26

1 3.3 Management shall amend the Employee's personnel action to reflect a retirement in good
2 standing and take such other required to implement this agreement.

3 3.4 Management agrees that it shall compensate the Employee at her regular rate of pay for
4 three full days or 24 hours for the remaining duty days of SY 2012-2013.

5 **4.0 PERFORMANCE ACCEPTED**

6 The parties agree and acknowledge: (a) that it accepts performance of its obligations specified
7 in this Agreement as a full and complete compromise of matters involving all disputed issues
8 regarding the Adverse Action Appeal alone; (b) that the negotiations for this settlement
9 (including all statements, admissions or communications) by the parties or their attorneys or
10 representatives shall not be considered admissions by any of said parties; (c) and that no past
11 or present wrong doing on the part of the parties shall be implied by such negotiations.
12

13 **5.0 ADDITIONAL DOCUMENTS**

14 All parties agree to cooperate fully and execute any and all supplementary documents and
15 take all additional actions that may be necessary as appropriate to give full force and effect to
16 the basic terms and intent of this Agreement.
17

18 **6.0 INDEPENDENT ADVICE OF COUNSEL**

19 Each party represents and declares that it has received independent advice from its respective
20 attorneys or representative with respect to the advisability of making the settlement provided
21 for herein and with respect to the advisability of executing this Agreement. Each party further
22 represents and declares that it has not relied upon any statement or representation by the other
23 party or of any of its partners, agents, employees, or attorneys in executing this Agreement or
24 in making the settlement provided for herein, except as expressly provided for herein.
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7.0 VOLUNTARY AGREEMENT

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.

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

FOR EMPLOYEE:


FOR MANAGEMENT:

 6.26.2014


GUADALUPE FLORES
Employee



JON J.P. FERNANDEZ
Superintendent of Education



JOHN C. TERLAJE, Esq.
Attorney for Employee



ROBERT E. KOSS
Lay Representative for Management