BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS

IN THE MATTER OF:

LISA MOSHER,

Employee,

vs.

DEPARTMENT OF EDUCATION,

Management.

GRIEVANCE APPEAL
CASE NO. 17-GRE01

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 30th day of MAY 2017.

EDITH PANDELINAN
Chairperson

LOURDES HONGYEE
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

CATHERINE GAYLE
Commissioner

MICHAEL C. TOPASNA
Commissioner
BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

LISA MOSHER,

Employee,

vs.

DEPARTMENT OF EDUCATION,

Management.

GRIEVANCE APPEAL
CSC Case No.: 17-GRE01

STIPULATION OF SETTLEMENT

To the Civil Service Commission of Guam and opposing Management Representative of record.

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between

LISA MOSHER (hereinafter “Employee”) and DEPARTMENT OF EDUCATION

(hereinafter referred to as “Management”) as follows:

RECITALS

The Employee commenced an Grievance Appeal in the Civil Service Commission on or about

February 23, 2017 on the basis that her employer (the government) has disciplined her (public

employee and citizen) for off-duty conduct that did not associate the employer or affect the

service of the employee or employer or bear any nexus to her employment in any way and that

the government’s action in this regard is overreaching and unacceptable because it infringes on

her liberty and freedom as a citizen. Employee asserts that Government of Guam Employees

should not be disciplined for conduct that occurs off the job unless that conduct directly relates to

job performance.

B. The parties desire to enter into this Settlement Agreement (hereinafter “Agreement”) for

this and all pending matters in order to provide for certain arrangements in full settlement and

MOTION TO DISMISS CHARGE - 1
discharge of the Appeal and Complaint in fair and equitable means and upon the terms and
conditions set forth herein.

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

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

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

2. **Employee's Obligation.**
   2.1 Employee shall withdraw the Appeal from the Civil Service Commission and request
   that the Commission dismiss Appeal 17-GRE01 with prejudice.
   2.2 Employee agrees to accept the attached *Letter of Counseling*.

3. **Management's Obligation.**
   3.1 All documents related to or reflecting the December 13, 2016 *Letter of Reprimand* shall
   be rescinded and expunged from Employee's record and files personnel file and replaced by the
   attached *Letter of Counseling*.

4. **Performance Accepted.** The parties agree and acknowledges: (a) that it accepts
   performance of its obligations specified in this Agreement as a full and complete compromise of
   matters involving disputed issues; (b) that the negotiations for this settlement (including all
   statements, admissions or communications by the parties of their attorneys or representative shall
   not be considered 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 it has received
   independent advice from its respective attorneys and 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 it 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 it has carefully read this Agreement, that is 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:

LISA MOSHER, Employee JON J.P. FERNANDEZ, Superintendent

Date: 5-8-17 Date: 5/5/17
MEMORANDUM

To: Lisa Mosher, Teacher
    George Washington High School

From: Superintendent of Education

SUBJECT: Rescind Letter of Reprimand (December 13, 2016) to Letter of Counseling

Buenas! A meeting was held in my office on Wednesday, April 26, 2017. The meeting was attended by your GFT union representative Mr. Robert Koss and myself.

Based on our meeting, I have decided to rescind the letter of reprimand and instead issue a letter of counseling. Therefore, it is my decision to rescind the letter of reprimand dated December 13, 2016, in its entirety and replace with this letter of counseling. By copy of this memorandum, the Administrator of Personnel Services Division will ensure the letter of reprimand is removed in its entirety from your official personal file effective immediately and replaced with this letter of counseling.

Please be advised of the following:

4 GCA § 4202.1. Duty to Report Criminal Charges or Conviction. An employee in the classified service who is charged by indictment, information or magistrate’s complaint with any crime in any court or who is convicted of a crime in any court except Traffic Court shall provide the head of the department or agency employing the employee with written notice of the charges or the conviction within seventy-two (72) hours thereof.

Your compliance is expected when appropriate.

By copy of this memorandum, the Guam Federation of Teachers agrees to withdraw its grievance appeal to the Civil Service Commission on the CSC case file 17-GRE01.

If you should have questions regarding this matter. Please feel free to contact the Equal Employment Opportunity Officer Ms. Margaret Cruz at 300-1612. Senseramente.

JON J.P. FERNANDEZ

Cc: Administrator, Personnel Services Division
    School Principal, George Washington High School
    Guam Federation of Teachers (Robert Koss)
    File (EMRO)