



**BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS**



IN THE MATTER OF:

ROBERT E. KOSS,

Employee,

vs.

DEPARTMENT OF EDUCATION,

Management.

**ADVERSE ACTION APPEAL
CASE NO.: 16-AA25T**

**WHISTLEBLOWER CASE
NO.: 16-WB01**

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 10th day of August 2017.



EDITH PANGELINAN
Chairperson



LOURDES HONGYEE
Vice-Chairperson



PRISCILLA T. TUNCAP
Commissioner



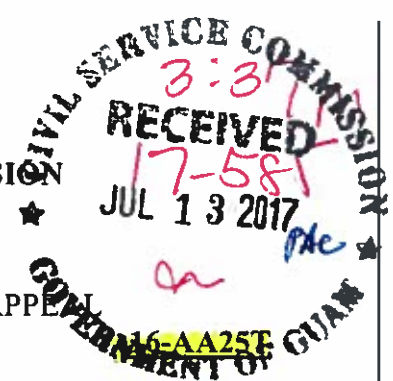
JOHN SMITH
Commissioner

Not Present

CATHERINE GAYLE
Commissioner



MICHAEL G. TOPASNA
Commissioner



BEFORE THE CIVIL SERVICE COMMISSION
GOVERNMENT OF GUAM

IN THE MATTER OF:
ROBERT E. KOSS,
Employee,
vs.
DEPARTMENT OF EDUCATION,
Management.

ADVERSE ACTION APPEAL
CASE NO. **16-AA25T**
WHISTLEBLOWER
CASE NO. **16-WB01**

**STIPULATION
AND SETTLEMENT AGREEMENT**

This **STIPULATION AND SETTLEMENT AGREEMENT**, is by and between **ROBERT E. KOSS** (the “Employee”) and **GUAM DEPARTMENT OF EDUCATION** (“GDOE” or “Management”) (hereinafter collectively referred to as the “Parties”) as follows:

RECITALS

A. Employee commenced Adverse Action Appeal Case No. 16-AA25T against Management in the Guam Civil Service Commission (the “Commission”) on or about August 3, 2016.

B. Employee commenced Whistleblower Case No. 16-WB01 against Management on or about August 24, 2016.

C. The Parties desire to enter into this Settlement Agreement (the “Agreement”) for Adverse Action Appeal Case No. 16-AA25T and Whistleblower Case No. 16-WB01 and for any pending matters related to these above-captioned matters (hereinafter collectively referred to as the “CSC Actions”) 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.

ORIGINAL

1 D. The terms and conditions of said Agreement shall become effective upon
2 execution of this Agreement.

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

5 1. **Purpose of Agreement.**

6 1.1 Employee and Management acknowledge and agree that this Agreement is
7 a settlement and compromise of the CSC Actions and all pending matters related to the CSC
8 Actions.
9

10 1.2 It is the intention of the Parties by execution of this Agreement to fully,
11 finally, and completely resolve all disputes between them regarding the CSC Actions in the
12 manner more specifically set forth in the terms of this Agreement that follow.
13

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

16 2.1 This Agreement is expressly contingent upon the following occurring in
17 the CSC Actions:

18 a) Employee's filing of a Stipulated Motion to Dismiss with Prejudice
19 in Adverse Action Appeal Case No. 16-AA25T pursuant to Rule 9.5 of the Commission's Rules
20 of Procedure for Adverse Action Appeals (the "Commission's Adverse Action Rules").
21

22 b) Employee's filing of a Stipulated Motion to Dismiss with Prejudice
23 in Whistleblower Case No. 16-WB01 pursuant to Rule 33.2 of the Commission's Rules for Public
24 Employee Protection Act Complaints (the "Commission's Whistleblower Rules").
25

1 c) The Commission's approval of the Stipulated Motion to Dismiss
2 with Prejudice in Adverse Action Appeal Case No. 16-AA25T pursuant to Rule 9.5 of the
3 Commission's Adverse Action Rules.

4 d) The Commission's approval of the Stipulated Motion to Dismiss
5 with Prejudice in Whistleblower Case No. 16-WB01 pursuant to Rule 33.2 of the Commission's
6 Whistleblower Rules.

7 e) If and when such approval of both Stipulated Motions to Dismiss
8 with Prejudice in the CSC Actions (described above) is obtained by Employee from the
9 Commission, GDOE's payment of the consideration contemplated in this Agreement shall be
10 made within ninety (90) days after GDOE receives the Commission's Order(s) approving both
11 Stipulated Motions to Dismiss with Prejudice in the CSC Actions.
12

13
14 3. **Employee's Obligations.**

15 3.1 Upon execution of this Agreement, Employee shall file a Stipulated Motion
16 to Dismiss Adverse Action Appeal Case No. 16-AA25T with the Commission and shall request
17 that the Commission dismiss Adverse Action Appeal Case No. 16-AA25T with prejudice,
18 pursuant to Rule 9.5 of the Commission's Adverse Action Rules.

19 3.2 Upon execution of this Agreement, Employee shall file a Stipulated Motion
20 to Dismiss Whistleblower Case No. 16-WB01 with the Commission and shall request that the
21 Commission dismiss Whistleblower Case No. 16-WB01 with prejudice, pursuant to Rule 33.2 of
22 the Commission's Whistleblower Rules.
23

24 3.3 Employee hereby fully and forever releases, acquits and discharges GDOE
25 and its respective employees, former employees, officers, directors, insurers, assigns, attorneys,
26 agents, representatives, predecessors and successors in interest, and related entities from and
27

28 **STIPULATION AND SETTLEMENT AGREEMENT**

In the Matter of Robert E. Koss v. GDOE, Adverse Action Appeal Case No. 16-AA25T

In the Matter of Robert E. Koss v. GDOE, Whistleblower Case No. 16-WB01

1 against any and all claims, actions, causes of action (direct or derivative), losses, injuries,
2 damages, liabilities, costs, expenses, liens, demands, and fees (including attorneys' fees, except as
3 set forth herein), of any kind or description whatsoever in law or in equity, now known or
4 hereafter discovered, in any way related to or connected with any and all claims for personal
5 injuries, property or economic damages or otherwise, known or unknown, realized or unrealized,
6 both compensatory and punitive, expenses, and interest, whether direct or indirect, arising in tort,
7 contract, statute or otherwise, which Employee has, had, or might have asserted against GDOE in
8 connection with, arising from, or related to the CSC Actions.
9

10 3.4 Employee covenants and agrees that he will forever refrain from
11 instituting, assisting, prosecuting, maintaining, proceeding on or advising to be commenced or
12 maintained against GDOE any action or proceeding which arises out of, or is or may be, in whole
13 or in part, based upon, related to or connected with any of the CSC Actions. Employee
14 understands that the release contained in this agreement is a complete defense to any action or
15 other proceeding asserting any of the claims in the CSC Actions which may be instituted by or on
16 behalf of Employee.
17

18 3.5 Employee acknowledges that any tax consequences of the Agreement are
19 solely his own responsibility and that GDOE has no liability or responsibility for any tax
20 consequences arising out of this settlement.
21

22 3.6 Employee shall not disclose any information which by law is not available
23 for the public and which he acquired in the course of his official duties as Employee Management
24 Relations Officer ("EMRO") for GDOE or use such information for personal gain or the benefit
25 of anyone, pursuant to 4 Guam Code Annotated ("GCA") § 15210 unless required by subpoena.
26
27
28

1 3.7 Employee shall not represent the Guam Federation of Teachers (“GFT”),
2 shall not participate in, and shall not otherwise be involved with any case or complaint before the
3 Guam Civil Service Commission, the federal Equal Employment Opportunity Commission, the
4 Superior Court of Guam, the Supreme Court of Guam, or the United States District Court of
5 Guam where:

6 a) Employee acquired any information related to such case or
7 complaint in the course of his official duties as EMRO for GDOE; or

8 b) Employee represented GDOE as EMRO in such case or complaint
9 or in any case or complaint related thereto.
10

11 4. Management’s Obligations.

12 4.1 In consideration of Employee’s agreement to release all claims against
13 GDOE arising out of the CSC Actions, GDOE shall pay Employee backpay, annual leave, and
14 attorney’s fees in the total amount of Fifty-Six Thousand Nine Hundred Eighty-One Dollars and
15 Ninety-One Cents (\$56,981.91) within ninety (90) days after GDOE receives the Commission’s
16 Order(s) approving both Stipulated Motions to Dismiss with Prejudice in the CSC Actions
17 (described above), as set forth herein as follows:
18

19 a) Management agrees to pay backpay to Employee from July 29,
20 2016 through December 16, 2016, including Management’s costs for Employee’s benefits and
21 retirement, in the amount of Thirty-Seven Thousand Three Hundred Fifty-Nine Dollars and
22 Eleven Cents (\$37,359.11).
23

24 b) Management agrees to pay Employee 88 hours of unpaid annual
25 leave in addition to 72 hours of annual leave that he would have accrued from July 29, 2016
26
27
28

1 through December 16, 2016, in the amount of Four Thousand One Hundred Seventy-Two Dollars
2 and Eighty Cents (\$4,172.80).

3 c) Management agrees to pay Employee's Attorney Daniel
4 S. Somerfleck for reasonable attorney's fees in the amount of Fifteen Thousand Four Hundred
5 Fifty Dollars (\$15,450.00).
6

7 4.2 The release and payment obligations set forth herein shall become effective
8 upon GDOE's receiving of an Order(s) by the Commission approving both Stipulated Motions to
9 Dismiss with Prejudice in the CSC Actions (described above) pursuant to Rule 9.5 of the
10 Commission's Adverse Action Rules and Rule 33.2 of the Commission's Whistleblower Rules.

11 4.3 All documents related to or reflecting Adverse Action Appeal Case
12 No. 16-AA25T shall be expunged from Employee's personnel file and a filed copy of this
13 Settlement Agreement will be the only document reflecting Adverse Action Appeal Case
14 No. 16-AA25T as part of Employee's personnel jacket.
15

16 5. **No Admission of Liability.**

17 5.1 Employee understands and agrees that the promises, covenants, and terms
18 contained herein, and the payment made pursuant to this Agreement, are not, and are not to be
19 deemed or construed as, an admission of liability or fault of any kind whatsoever, which is
20 expressly disclaimed by GDOE, but are instead to be construed strictly as a compromise and
21 settlement of all disputes between Employee and GDOE for the purpose of avoiding further
22 controversy, litigation, and expense.
23

24 6. **Performance Accepted.**

25 6.1 The Parties agree and acknowledge:
26

27 ///

1 a) That they accept performance of their obligations specified in this
2 Agreement as a full and complete compromise of all matters involving the disputed issues in
3 Adverse Action Appeal Case No. 16-AA25T and Whistleblower Case No. 16-WB01.

4 b) That the negotiations for this Settlement Agreement (including all
5 statements, admissions, or communications by the Parties or their attorneys) shall not be
6 considered by any of the said Parties.
7

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

10 7. **Additional Documents.**

11 7.1 The Parties agree to cooperate fully and execute any and all supplementary
12 documents and take all additional actions that may be necessary as appropriate to give full force
13 and effect to the basic terms and intent of this Agreement.
14

15 8. **Independent Advice of Counsel.**

16 8.1 Each party represents and declares that it has received independent advice
17 from its respective attorney with respect to the advisability of making the settlement provided for
18 herein. Each party further represents and declares that it has not relied upon any statement or
19 representation by the other party or any of its partners, agents, employees, or attorneys in
20 executing this Agreement or in making the settlement provided for herein, except as expressly
21 provided for herein.
22

23 9. **Voluntary Agreement.**

24 9.1 Each party represents and declares that it has carefully read this
25 Agreement, that it knows the contents of this Agreement, and that it has signed the same freely
26 and voluntarily.
27

28 STIPULATION AND SETTLEMENT AGREEMENT

In the Matter of Robert E. Koss v. GDOE, Adverse Action Appeal Case No. 16-AA25T

In the Matter of Robert E. Koss v. GDOE, Whistleblower Case No. 16-WB01

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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**



By: 
JON J.P. FERNANDEZ, Superintendent of Education

ROBERT E. KOSS

JON J.P. FERNANDEZ, Superintendent of Education

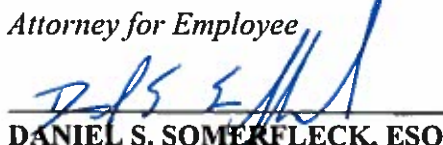
DATE: 7/13/17

DATE: 7/10/17

APPROVED AS TO FORM & LEGALITY:

**SOMERFLECK & ASSOCIATES
PLLC**

**LEGAL COUNSEL,
GUAM DEPARTMENT OF EDUCATION**

Attorney for Employee


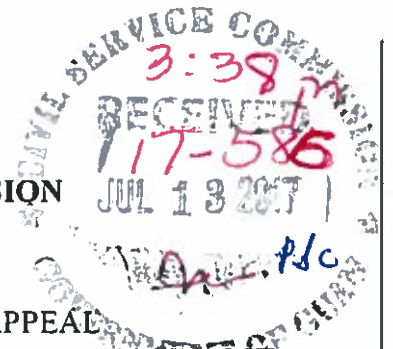
By: 
FOR JESSE N. NASIS, ESQ.

DANIEL S. SOMERFLECK, ESQ.

JESSE N. NASIS, ESQ.

DATE: 7/13/17

DATE: 7/10/17



BEFORE THE CIVIL SERVICE COMMISSION
GOVERNMENT OF GUAM

IN THE MATTER OF:

ROBERT E. KOSS,

Employee,

vs.

DEPARTMENT OF EDUCATION,

Management.

ADVERSE ACTION APPEAL
CASE NO.
WHISTLEBLOWER
CASE NO.

16-AA25T

16-WB01

STIPULATION
AND SETTLEMENT AGREEMENT

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

RECITALS

A. Employee commenced Adverse Action Appeal Case No. 16-AA25T against Management in the Guam Civil Service Commission (the "Commission") on or about August 3, 2016.

B. Employee commenced Whistleblower Case No. 16-WB01 against Management on or about August 24, 2016.

C. The Parties desire to enter into this Settlement Agreement (the "Agreement") for Adverse Action Appeal Case No. 16-AA25T and Whistleblower Case No. 16-WB01 and for any pending matters related to these above-captioned matters (hereinafter collectively referred to as the "CSC Actions") 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.

ORIGINAL

STIPULATION AND SETTLEMENT AGREEMENT

In the Matter of Robert E. Koss v. GDOE, Adverse Action Appeal Case No. 16-AA25T

In the Matter of Robert E. Koss v. GDOE, Whistleblower Case No. 16-WB01

1 D. The terms and conditions of said Agreement shall become effective upon
2 execution of this Agreement.

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

5 1. **Purpose of Agreement.**

6 1.1 Employee and Management acknowledge and agree that this Agreement is
7 a settlement and compromise of the CSC Actions and all pending matters related to the CSC
8 Actions.
9

10 1.2 It is the intention of the Parties by execution of this Agreement to fully,
11 finally, and completely resolve all disputes between them regarding the CSC Actions in the
12 manner more specifically set forth in the terms of this Agreement that follow.

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

15 2.1 This Agreement is expressly contingent upon the following occurring in
16 the CSC Actions:

17 a) Employee's filing of a Stipulated Motion to Dismiss with Prejudice
18 in Adverse Action Appeal Case No. 16-AA25T pursuant to Rule 9.5 of the Commission's Rules
19 of Procedure for Adverse Action Appeals (the "Commission's Adverse Action Rules").
20

21 b) Employee's filing of a Stipulated Motion to Dismiss with Prejudice
22 in Whistleblower Case No. 16-WB01 pursuant to Rule 33.2 of the Commission's Rules for Public
23 Employee Protection Act Complaints (the "Commission's Whistleblower Rules").
24
25
26
27
28

1 c) The Commission's approval of the Stipulated Motion to Dismiss
2 with Prejudice in Adverse Action Appeal Case No. 16-AA25T pursuant to Rule 9.5 of the
3 Commission's Adverse Action Rules.

4 d) The Commission's approval of the Stipulated Motion to Dismiss
5 with Prejudice in Whistleblower Case No. 16-WB01 pursuant to Rule 33.2 of the Commission's
6 Whistleblower Rules.

7 e) If and when such approval of both Stipulated Motions to Dismiss
8 with Prejudice in the CSC Actions (described above) is obtained by Employee from the
9 Commission, GDOE's payment of the consideration contemplated in this Agreement shall be
10 made within ninety (90) days after GDOE receives the Commission's Order(s) approving both
11 Stipulated Motions to Dismiss with Prejudice in the CSC Actions.
12

13
14 **3. Employee's Obligations.**

15 3.1 Upon execution of this Agreement, Employee shall file a Stipulated Motion
16 to Dismiss Adverse Action Appeal Case No. 16-AA25T with the Commission and shall request
17 that the Commission dismiss Adverse Action Appeal Case No. 16-AA25T with prejudice,
18 pursuant to Rule 9.5 of the Commission's Adverse Action Rules.

19 3.2 Upon execution of this Agreement, Employee shall file a Stipulated Motion
20 to Dismiss Whistleblower Case No. 16-WB01 with the Commission and shall request that the
21 Commission dismiss Whistleblower Case No. 16-WB01 with prejudice, pursuant to Rule 33.2 of
22 the Commission's Whistleblower Rules.

23
24 3.3 Employee hereby fully and forever releases, acquits and discharges GDOE
25 and its respective employees, former employees, officers, directors, insurers, assigns, attorneys,
26 agents, representatives, predecessors and successors in interest, and related entities from and
27

28 **STIPULATION AND SETTLEMENT AGREEMENT**

In the Matter of Robert E. Koss v. GDOE, Adverse Action Appeal Case No. 16-AA25T

In the Matter of Robert E. Koss v. GDOE, Whistleblower Case No. 16-WB01

1 against any and all claims, actions, causes of action (direct or derivative), losses, injuries,
2 damages, liabilities, costs, expenses, liens, demands, and fees (including attorneys' fees, except as
3 set forth herein), of any kind or description whatsoever in law or in equity, now known or
4 hereafter discovered, in any way related to or connected with any and all claims for personal
5 injuries, property or economic damages or otherwise, known or unknown, realized or unrealized,
6 both compensatory and punitive, expenses, and interest, whether direct or indirect, arising in tort,
7 contract, statute or otherwise, which Employee has, had, or might have asserted against GDOE in
8 connection with, arising from, or related to the CSC Actions.

10 3.4 Employee covenants and agrees that he will forever refrain from
11 instituting, assisting, prosecuting, maintaining, proceeding on or advising to be commenced or
12 maintained against GDOE any action or proceeding which arises out of, or is or may be, in whole
13 or in part, based upon, related to or connected with any of the CSC Actions. Employee
14 understands that the release contained in this agreement is a complete defense to any action or
15 other proceeding asserting any of the claims in the CSC Actions which may be instituted by or on
16 behalf of Employee.

18 3.5 Employee acknowledges that any tax consequences of the Agreement are
19 solely his own responsibility and that GDOE has no liability or responsibility for any tax
20 consequences arising out of this settlement.

22 3.6 Employee shall not disclose any information which by law is not available
23 for the public and which he acquired in the course of his official duties as Employee Management
24 Relations Officer ("EMRO") for GDOE or use such information for personal gain or the benefit
25 of anyone, pursuant to 4 Guam Code Annotated ("GCA") § 15210 unless required by subpoena.

28 STIPULATION AND SETTLEMENT AGREEMENT

In the Matter of Robert E. Koss v. GDOE, Adverse Action Appeal Case No. 16-AA25T

In the Matter of Robert E. Koss v. GDOE, Whistleblower Case No. 16-WB01

1 3.7 Employee shall not represent the Guam Federation of Teachers (“GFT”),
2 shall not participate in, and shall not otherwise be involved with any case or complaint before the
3 Guam Civil Service Commission, the federal Equal Employment Opportunity Commission, the
4 Superior Court of Guam, the Supreme Court of Guam, or the United States District Court of
5 Guam where:
6

7 a) Employee acquired any information related to such case or
8 complaint in the course of his official duties as EMRO for GDOE; or

9 b) Employee represented GDOE as EMRO in such case or complaint
10 or in any case or complaint related thereto.

11 4. **Management’s Obligations.**

12 4.1 In consideration of Employee’s agreement to release all claims against
13 GDOE arising out of the CSC Actions, GDOE shall pay Employee backpay, annual leave, and
14 attorney’s fees in the total amount of Fifty-Six Thousand Nine Hundred Eighty-One Dollars and
15 Ninety-One Cents (\$56,981.91) within ninety (90) days after GDOE receives the Commission’s
16 Order(s) approving both Stipulated Motions to Dismiss with Prejudice in the CSC Actions
17 (described above), as set forth herein as follows:
18

19 a) Management agrees to pay backpay to Employee from July 29,
20 2016 through December 16, 2016, including Management’s costs for Employee’s benefits and
21 retirement, in the amount of Thirty-Seven Thousand Three Hundred Fifty-Nine Dollars and
22 Eleven Cents (\$37,359.11).
23

24 b) Management agrees to pay Employee 88 hours of unpaid annual
25 leave in addition to 72 hours of annual leave that he would have accrued from July 29, 2016
26
27
28

1 through December 16, 2016, in the amount of Four Thousand One Hundred Seventy-Two Dollars
2 and Eighty Cents (\$4,172.80).

3 c) Management agrees to pay Employee's Attorney Daniel
4 S. Somerfleck for reasonable attorney's fees in the amount of Fifteen Thousand Four Hundred
5 Fifty Dollars (\$15,450.00).
6

7 4.2 The release and payment obligations set forth herein shall become effective
8 upon GDOE's receiving of an Order(s) by the Commission approving both Stipulated Motions to
9 Dismiss with Prejudice in the CSC Actions (described above) pursuant to Rule 9.5 of the
10 Commission's Adverse Action Rules and Rule 33.2 of the Commission's Whistleblower Rules.

11 4.3 All documents related to or reflecting Adverse Action Appeal Case
12 No. 16-AA25T shall be expunged from Employee's personnel file and a filed copy of this
13 Settlement Agreement will be the only document reflecting Adverse Action Appeal Case
14 No. 16-AA25T as part of Employee's personnel jacket.
15

16 5. **No Admission of Liability.**

17 5.1 Employee understands and agrees that the promises, covenants, and terms
18 contained herein, and the payment made pursuant to this Agreement, are not, and are not to be
19 deemed or construed as, an admission of liability or fault of any kind whatsoever, which is
20 expressly disclaimed by GDOE, but are instead to be construed strictly as a compromise and
21 settlement of all disputes between Employee and GDOE for the purpose of avoiding further
22 controversy, litigation, and expense.
23

24 6. **Performance Accepted.**

25 6.1 The Parties agree and acknowledge:
26

27 ///

28 STIPULATION AND SETTLEMENT AGREEMENT

In the Matter of Robert E. Koss v. GDOE, Adverse Action Appeal Case No. 16-AA25T

In the Matter of Robert E. Koss v. GDOE, Whistleblower Case No. 16-WB01

1 a) That they accept performance of their obligations specified in this
2 Agreement as a full and complete compromise of all matters involving the disputed issues in
3 Adverse Action Appeal Case No. 16-AA25T and Whistleblower Case No. 16-WB01.

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

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

9
10 7. **Additional Documents.**

11 7.1 The Parties agree to cooperate fully and execute any and all supplementary
12 documents and take all additional actions that may be necessary as appropriate to give full force
13 and effect to the basic terms and intent of this Agreement.

14
15 8. **Independent Advice of Counsel.**

16 8.1 Each party represents and declares that it has received independent advice
17 from its respective attorney with respect to the advisability of making the settlement provided for
18 herein. Each party further represents and declares that it has not relied upon any statement or
19 representation by the other party or any of its partners, agents, employees, or attorneys in
20 executing this Agreement or in making the settlement provided for herein, except as expressly
21 provided for herein.

22
23 9. **Voluntary Agreement.**

24 9.1 Each party represents and declares that it has carefully read this
25 Agreement, that it knows the contents of this Agreement, and that it has signed the same freely
26 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



ROBERT E. KOSS

By: 
JON J.P. FERNANDEZ, Superintendent of Education

DATE: 7/13/17

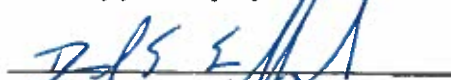
DATE: 7/10/17

APPROVED AS TO FORM & LEGALITY:

SOMERFLECK & ASSOCIATES
PLLC

LEGAL COUNSEL,
GUAM DEPARTMENT OF EDUCATION

Attorney for Employee



DANIEL S. SOMERFLECK, ESQ.

By: 
JESSE N. NASIS, ESQ.

DATE: 7/13/17

DATE: 7/10/17

STIPULATION AND SETTLEMENT AGREEMENT

In the Matter of Robert E. Koss v. GDOE, Adverse Action Appeal Case No. 16-AA25T

In the Matter of Robert E. Koss v. GDOE, Whistleblower Case No. 16-WB01