



BEFORE THE  
GUAM CIVIL SERVICE COMMISSION  
BOARD OF COMMISSIONERS



IN THE MATTER OF:

SEYMOUR PAYNE,

Employee,

vs.

DEPARTMENT OF EDUCATION,  
Management.

ADVERSE ACTION APPEAL  
CASE NO. 11-AA17T

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 May 9, 2014 and May 20, 2014 received by Civil Service Commission on May 22, 2014 and attached hereto, this matter is hereby dismissed with prejudice.

SO ADJUDGED THIS 12<sup>th</sup> day of June 2014.

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LUIS R. BAZA  
Chairman

\_\_\_\_\_  
MANUEL R. PINAUIN  
Vice-Chairman

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PRISCILLA T. TUNCAP  
Commissioner

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JOHN SMITH  
Commissioner

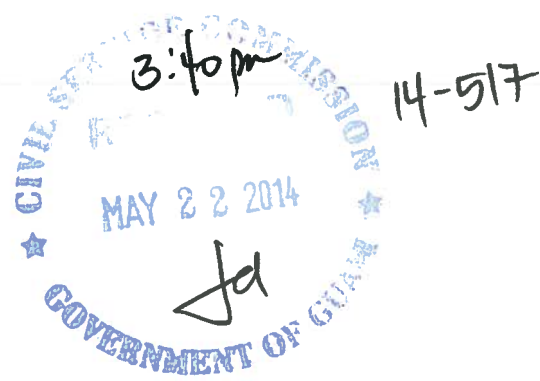
\_\_\_\_\_  
LOURDES HONGYEE  
Commissioner

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DANIEL D. LEON GUERRERO  
Commissioner

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EDITH C. PANGELINAN  
Commissioner

ORIGINAL

MC  
5-28-17



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4 *Counsel for Employee.*

7 **BEFORE THE CIVIL SERVICE COMMISSION**  
8 **OF GUAM**

9 **IN THE MATTER OF:**  
10 **SEYMOUR PAYNE,**  
11 **Employee,**  
12 **vs.**  
13 **GUAM PUBLIC SCHOOL SYSTEM**  
**aka DEPARTMENT OF EDUCATION,**  
14 **Management.**

**ADVERSE ACTION APPEAL**  
**CASE NO. : 11-AA17T**

**STIPULATION OF SETTLEMENT**

16 **TO: *THE CIVIL SERVICE COMMISSION OF GUAM***

17 **THIS STIPULATION OF SETTLEMENT AND AGREEMENT,** is by and between  
18 **SEYMOUR PAYNE** (hereinafter "Employee") and **GUAM PUBLIC SCHOOL SYSTEM aka**  
19 **DEPARTMENT OF EDUCATION** (hereinafter referred to as "Management") as follows:

20 **RECITALS**

21 **A.** The Employee commenced appeals against Management in CCS Case No. 11-AA12S  
22 and 11-AA17T, regarding Final Notice of Adverse Actions issued by the Superintendent of Education  
23 that suspended and terminated him from his position in the Department of Education.

24 **B.** When the matter of 11-AA12S came before the Civil Service Commission, the  
25 Employee was represented by the Guam Federation of Teachers, David Babauta, who failed to timely  
26 file the Employee's Appeal resulting in that matter being dismissed.

27 **C.** In the matter of 11-AA17T, after the Guam Federation of Teachers presented to the  
28 Commission a letter from the President of the Guam Federation of Teachers stating "that the case

1  
2 cannot be won and there is no basis to proceed forward”, Employee then engaged Attorney Thomas  
3 Keeler and then Daniel S. Somerfleck, Esq. of Somerfleck and Associates, PLLC.

4 D. The parties desire to enter into this Settlement Agreement (hereinafter “Agreement”)  
5 for this expeditious resolution of matters in order to provide for certain arrangements in full  
6 settlement and discharge of both of the Appeals in fair and equitable means and upon the terms and  
7 conditions set forth herein.

8 E. The terms and conditions of said Agreement shall become operative upon execution  
9 of this Agreement.

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

12 1. **Purpose of Agreement.** Employee and Management acknowledge and agree that this  
13 Agreement is a Settlement and Compromise of the two (2) referenced matters. It is the intention of  
14 the parties by the execution of this Agreement to fully, finally and completely resolve all disputes  
15 between them regarding these matters, in the manner more specifically set forth in the terms of this  
16 Agreement that follow.

17 2. **Employee’s Obligation.**

18 2.1 Employee shall in 11-AA17T withdraw the Appeal from the Civil Service  
19 Commission and request that the Commission dismiss the Appeal and 11-AA12S with prejudice.

20 2.2 Employee agrees to resign his position with the Department of Education  
21 effective sixty (60) days following his reinstatement.

22 3. **Management’s Obligation.**

23 3.1 All documents related to or reflecting both Adverse Action Case Nos. 11-  
24 AA12S and 11-AA17T shall be expunged from Employee’s personnel file and a filed copy of the  
25 Settlement Agreement will be the only document reflecting Adverse Action Case Nos. 11-AA12S and  
26 11-AA17T as part of the Employee’s personnel jacket.

27 3.2 Management agrees to reinstate the Employee for a period of sixty (60) days  
28 on leave without pay status with no back pay or benefits.

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2           3.3     Management agrees to pay \$6,000.00 to the Employee for attorney's fees  
3 within thirty (30) days.

4           4.     **Performance Accepted.** The parties agree and acknowledges: (a) that it accepts  
5 performance of its obligations specified in this Agreement as a full and complete compromise of  
6 matters involving disputed issues; (b) that the negotiations for this settlement (including all  
7 statements, admissions or communications by the parties of their attorneys or representative shall not  
8 be considered by any of said parties; (c) and that no past or present wrong doing on the part of the  
9 parties shall be implied by such negotiations.

10          5.     **Additional Documents.** All parties agree to cooperate fully and execute any and all  
11 supplementary documents and take all additional actions that may be necessary as appropriate to give  
12 full force and effect to the basic terms and intent of this Agreement.

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

20          7.     **Voluntary Agreement.** Each party represents and declares that it has carefully read  
21 this Agreement, that it knows the contents of this Agreement, and that it has signed the same freely  
22 and voluntarily.

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24     ///

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26     ///

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

4 *Employee.*

**DEPARTMENT OF EDUCATION**  
*Management.*

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7 **SEYMOUR PAYNE**

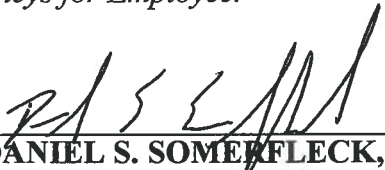
**JON FERNANDEZ**

8 **DATE:** 5/9/14

**DATE:** 5/20/14

9  
10 **SOMERFLECK & ASSOCIATES, PLLC**  
*Attorneys for Employee.*

**DEPARTMENT OF EDUCATION**  
*Management Lay Representative*

11  
12 **By:**   
\_\_\_\_\_

**By:**   
\_\_\_\_\_

**DANIEL S. SOMERFLECK, ESQ.**

**ROBERT E. KOSS, ESQ.**

13 **DATE:** 5/9/14

**DATE:** 5/20/14