BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS

IN THE MATTER OF:

STEVEN DUMARAN,
Employee,

vs.

DEPARTMENT OF EDUCATION,
Management.

ADVERSE ACTION APPEAL
CASE NO. 15-AA03T

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 10th DAY OF November 2016.

EDITH PANGELINAN
Chairperson

DAMEL D. LEON GUERRERO
Vice Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

LOURDES HONGYEE
Commissioner

CATHERINE GAYLE
Commissioner

Steven Dumaran vs. DOE
Case No. 15-AA03T
Judgment of Dismissal
Guam Federation of Teachers
P.O. Box 2301
Hagåtña, Guam 96910 • USA
(671) 735-4390 • (671) 734-8085

Representative for Employee

In The Matter of:

STEVEN DUMARAN,
Employee,

vs.

DEPARTMENT OF EDUCATION,
Management.

ADVERSE ACTION APPEAL
CASE NO.: 15-AA03T

STIPULATION FOR SETTLEMENT

THIS STIPULATION FOR SETTLEMENT is made by and between STEVEN DUMARAN ("Employee") and the GUAM DEPARTMENT OF EDUCATION ("Management") as follows:

RECATALS

A. The Employee commenced an appeal against Management in the Civil Service Commission bearing Adverse Action Appeal Case No. 15-AA03T. The employee appealed from Management’s issuance of a Final Notice of Adverse Action; which resulted in the employee being terminated from his position as a Physical Education Teacher.

B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") to provide for certain arrangements in full and final settlement and discharge of the Appeal; upon the terms and conditions set forth herein.

C. The terms and conditions of this Agreement shall become effective and operative upon the execution by both parties; understanding that the Civil Service Commission shall subsequently act to memorialize this agreement.
NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Purpose of Agreement. Employee and Management acknowledge and agree that this Agreement is a full and complete settlement and compromise of the referenced matters. It is the intention of the parties by the execution of this Agreement to fully, finally and completely resolve this adverse action appeal, in the manner more specifically set forth in the terms of this Agreement that follow.

2. Employee’s Obligation.

2.1 Employee shall withdraw his Adverse Action Appeal from the Civil Service Commission and request that the Commission dismiss the Appeal without prejudice.

2.2 Employee agrees to be reinstated to a Physical Education Teacher or to a Comparable Position within the Guam Department of Education and must be reinstated to his previous salary not lower than $39,898.00.

2.3 Employee shall pay his own attorney fees and costs unless management violates this settlement, or the employee must act to enforce the terms and conditions of this settlement; in which case management will be responsible for all of the employee’s attorney’s fees and costs in any and all related cases and actions pertaining in any way hereto.


3.1 Management agrees to remove the Final Notice of Adverse Action from the employee’s DOE file and replace it with this settlement stipulation.

3.2 Management agrees to reinstate the employee to his previous position as a Physical Education Teacher or to a Comparable Position within the Guam
Department of Education and must be reinstated to his previous salary not lower than $39,898.00.

3.3 Management must back pay the employee from January 30, 2015 to such time as the settlement is ratified by the Guam Civil Service Commission. The amount owed to the employee must be paid in full within Thirty Days (30) of the signing of the Civil Service Commission.

3.4 Management shall reimburse all employees’ benefits, including but not limited to sick and annual leave, retirement benefits, and all other benefits due and owed to the employee under Guam law.

3.5 Management shall pay its own attorney fees and costs as applicable

4. **Performance Accepted.** The parties each agree and acknowledges: (a) that the party accepts performance of its obligations as specified in this Agreement as a full and complete compromise of except as set forth herein matters involving disputed issues before the Civil Service Commission; (b) that the negotiations for this settlement (including all statements, admissions or communications) by the parties or their representatives shall not be considered admissions 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 to execute any and all supplementary documents and take all additional actions that may be necessary or appropriate to give full force and effect to the terms covenants and intent of this Agreement.

6. **Independent Advice of Representatives.** Each party represents and declares that that party has received independent advice from their respective 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 that party has not relied upon any statement or
representation by the other party or of any of its partners, agents, employees, attorneys, or representative 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 the party have carefully read this Agreement, knows the contents of this Agreement, and that each party 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:

STEVEN DUMARAN  
Employee  
Date: 10/04/2016

JOSEPH SANCHEZ  
GDOE Superintendent/Management  
Date: 10/26/16

DAVID BABAUTA  
Lay Representative for Employee  
Date: 10/4/16

MARGARET CRUZ  
GDOE Representative for Management  
Date: 10/26/16