



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

DANIEL D. LEON GUERRERO
Vice Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

LOURDES HONGYEE
Commissioner

CATHERINE GAYLE
Commissioner

1
2 NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth
3 herein, the parties agree as follows:

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

9 2. **Employee's Obligation.**

10 2.1 Employee shall withdraw his Adverse Action Appeal from the Civil Service
11 Commission and request that the Commission dismiss the Appeal without
12 prejudice.

13 2.2 Employee agrees to be reinstated to a Physical Education Teacher or to a
14 Comparable Position within the Guam Department of Education and must
15 be reinstated to his previous salary not lower than \$39,898.00.

16 2.3 Employee shall pay his own attorney fees and costs unless management
17 violates this settlement, or the employee must act to enforce the terms and
18 conditions of this settlement; in which case management will be responsible
19 for all of the employee's attorney's fees and costs in any and all related cases
20 and actions pertaining in any way hereto.

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22 3. **Management's Obligation.**

23 3.1 Management agrees to remove the Final Notice of Adverse Action from the
24 employee's DOE file and replace it with this settlement stipulation.

25 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

1 Department of Education and must be reinstated to his previous salary not
2 lower than \$39,898.00.

3 3.3 Management must back pay the employee from January 30, 2015 to such time
4 as the settlement is ratified by the Guam Civil Service Commission. The
5 amount owed to the employee must be paid in full within Thirty Days (30) of
6 the signing of the Civil Service Commission.

7 3.4 Management shall reimburse all employees' benefits, including but not
8 limited to sick and annual leave, retirement benefits, and all other benefits
9 due and owed to the employee under Guam law.

10 3.5 Management shall pay its own attorney fees and costs as applicable

11 4. **Performance Accepted.** The parties each agree and acknowledges: (a) that the
12 party accepts performance of its obligations as specified in this Agreement as a
13 full and complete compromise of except as set forth herein matters involving
14 disputed issues before the Civil Service Commission; (b) that the negotiations for
15 this settlement (including all statements, admissions or communications) by the
16 parties or their representatives shall not be considered admissions by any of said
17 parties; (c) and that no past or present wrong doing on the part of the parties shall
18 be implied by such negotiations.

19 5. **Additional Documents.** All parties agree to cooperate fully and to execute any
20 and all supplementary documents and take all additional actions that may be
21 necessary or appropriate to give full force and effect to the terms covenants and
22 intent of this Agreement.

23 6. **Independent Advice of Representatives.** Each party represents and declares that
24 that party has received independent advice from their respective Representative
25 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

1 representation by the other party or of any of its partners, agents, employees,
2 attorneys, or representative in executing this Agreement or in making the
3 settlement provided for herein, except as expressly provided for herein.

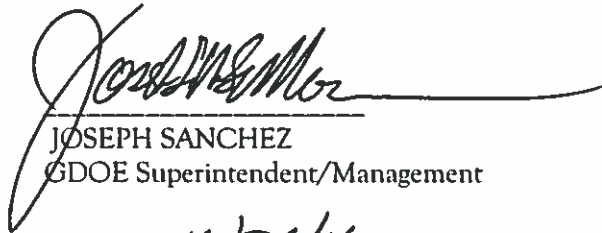
4 7. Voluntary Agreement. Each party represents and declares that the party have
5 carefully read this Agreement, knows the contents of this Agreement, and that
6 each party has signed the same freely and voluntarily.

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

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13 STEVEN DUMARAN
14 Employee

15 Date: 10/04/2016

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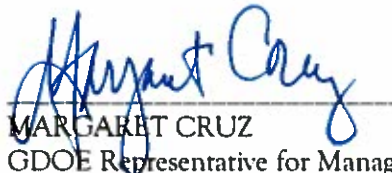
13 JOSEPH SANCHEZ
14 GDOE Superintendent/Management

15 Date: 10/26/16

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18 DAVID BABAUTA
19 Lay Representative for Employee

20 Date: 10/4/16

17 

18 MARGARET CRUZ
19 GDOE Representative for Management

20 Date: 10/26/16