



BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

STEVEN IMLER,

Employee,

vs.

DEPARTMENT OF EDUCATION,

Management.

ADVERSE ACTION APPEAL
CASE NO. 15-AA14D

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 8th DAY OF September 2016.

EDITH PANGELINAN
Chairperson

DANIEL D. LEON GUERRERO
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

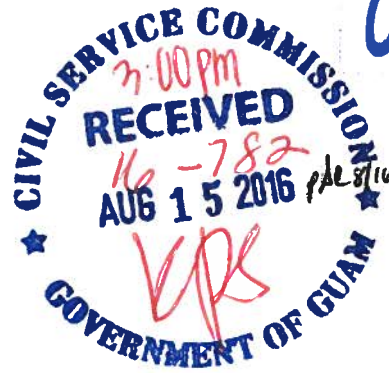
LOU HONGYEE
Commissioner

not present
CATHERINE GAYLE
Commissioner

ORIGINAL



Guam Federation of Teachers
 P.O. Box 2301
 Hagåtña, Guam 96910 • USA
 (671) 735-4390 • (671) 734-8085



ORIGINAL

Representative for Employee

In The Matter of:)
)
 STEVEN IMLER,)
) Employee,)
)
) vs.)
 DEPARTMENT OF EDUCATION,)
) Management.)
)
)
)
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)
)

ADVERSE ACTION APPEAL
 CASE NO.: 15-AA14D

STIPULATION FOR SETTLEMENT

THIS STIPULATION FOR SETTLEMENT is made by and between **STEVEN IMLER** (“Employee”) and the **GUAM DEPARTMENT OF EDUCATION** (“Management”) as follows:

RECITALS

- A. The Employee commenced an appeal against Management in the Civil Service Commission bearing Adverse Action Appeal Case No. 15-AA14D. The employee appealed from Management’s issuance of a Final Notice of Adverse Action; which resulted in the employee’s demotion from a Teacher IV to a School Aide I.
- 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.*

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 Teacher IV and shall be assigned to
14 Agueda Johnston Middle School as a SPED Teacher for the school year 2016-
15 2017.

16 2.3 Employee agrees and understands that this Settlement Stipulation is only to
17 resolve the issue on reinstatement to his Teacher IV position. The issue of
18 back pay shall be discussed between the parties at a mutually agreed upon
19 subsequent date; no later than sixty (60) days from the signing of the Decision
20 and Judgement by the Civil Service Commission of Guam.

21 2.4 Employee shall pay his own attorney fees and costs as applicable.
22

23 3. Management's Obligation.

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

1 3.2 Management agrees to reinstate the employee to his previous position of a
2 Teacher IV and that he shall be assigned to Agueda Johnston Middle School
3 as the SPED Teacher for the school year 2016-2017.

4 3.3 Management agrees that the employee shall receive his increment based on a
5 Satisfactory Rating for school year 2015-2016 as a Teacher IV and that the
6 increment shall become effective upon the reinstatement of the employee.

7 3.4 Management agrees and understands that this Settlement Stipulation is only
8 to resolve the issue on reinstatement to his Teacher IV position. The issue of
9 back pay shall be discussed between the parties at a mutually agreed upon date
10 no later than sixty (60) days from the signing Decision and Judgement in this
11 case by the Civil Service Commission of Guam.

12 3.5 Management shall reimburse all employees' benefits, including but not
13 limited to sick and annual leave, retirement benefits, and all other benefits
14 due and owed to the employee under Guam law.

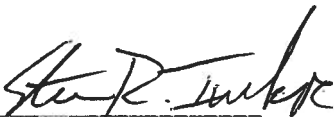
15 3.6 Management shall pay its own attorney fees and costs as applicable

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


24 5. **Additional Documents.** All parties agree to cooperate fully and to execute any
25 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.

- 1 6. Independent Advice of Counsel. Each party represents and declares that that
2 party has received independent advice from his respective Representative with
3 respect to the advisability of making the settlement provided for herein and with
4 respect to the advisability of executing this Agreement. Each party further
5 represents and declares that that party has not relied upon any statement or
6 representation by the other party or of any of its partners, agents, employees, or
7 attorneys in executing this Agreement or in making the settlement provided for
8 herein, except as expressly provided for herein.
- 9 7. Voluntary Agreement. Each party represents and declares that the parties have
10 carefully read this Agreement, knows the contents of this Agreement, and that
11 each party has signed the same freely and voluntarily.

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

17 
18 _____
19 STEVEN IMLER
Employee

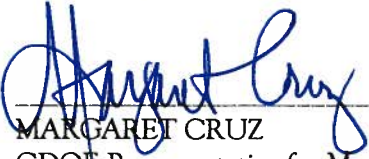
20 Date: 8/12/16

17 
18 _____
19 JOSEPH SANCHEZ
GDOE Superintendent/Management

20 Date: 8/12/16

22 
23 _____
24 DAVID BABAUTA
Lay Representative for Employee

25 Date: 8-12-16

22 
23 _____
24 MARGARET CRUZ
GDOE Representative for Management

25 Date: 8/12/16