BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS

IN THE MATTER OF:
MICHELLE SAKABA-REYES,
Employee,

vs.

DEPARTMENT OF EDUCATION,
Management.

ADVERSE ACTION APPEAL
CASE NO.: 20-AA06S

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 13th day of April, 2021.

JUAN K. CALVO
Chairman

JOHN SMITH
Vice Chairman

PRISCILLA T. TUNCAP
Commissioner

EMILIA F. RICE
Commissioner

ANTHONY P. BENAVENTE
Commissioner

ROBERT C. TAITANO
Commissioner

JUDGMENT OF DISMISSAL
Michelle Sakaba-Reyes vs. Department of Education
Adverse Action Case No.: 20-AA06S
BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

MICHELLE SAKABA-REYES, Employee,

vs.

DEPARTMENT OF EDUCATION, Management.

ADVERSE ACTION APPEAL Case No.: 20-AA065S

STIPULATION OF SETTLEMENT

To the Civil Service Commission of Guam and opposing Management Representative of record.

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between MICHELLE SAKABA-REYES (hereinafter "Employee") and DEPARTMENT OF EDUCATION, (hereinafter referred to as "Management") as follows:

RECITALS

A. The Employee commenced An Adverse Action Appeal in the Civil Service Commission on or about June 2, 2020; and,

B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for this and all pending matters in order to provide for certain arrangements in full settlement and discharge of the Appeal in fair and equitable means based upon the terms and conditions set forth herein.

C. The terms and conditions of said Agreement shall become operative upon execution of this Agreement.

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

STIPULATION OF SETTLEMENT - 1
1. **Purpose of Agreement.** Employee and Management acknowledge and agree that this Agreement is a Settlement and Compromise of the referenced matter. It is the intention of the parties by the execution of this Agreement to fully, finally and completely resolve all disputes between them regarding these matters, in the manner more specifically set forth in the terms of this Agreement that follow.

2. **Employee's Obligation.**
   2.1 Employee shall withdraw her Adverse Action Appeal from the Civil Service Commission and request that the Commission dismiss Appeal No. 20-AA06S with prejudice pursuant to the terms of this agreement.
   2.2 Employee further agrees to accept a letter of Reprimand on the same bases set forth in the adverse action on appeal.

3. **Management's Obligation.**
   3.1 Management agrees to rescind the Final Notice of Adverse Action suspending the employee for two (2) days and to provide two (2) days back pay to the employee.
   3.2 Management may, at its discretion, issue the employee a Letter of Reprimand on the same basis of the adverse action which shall then remain in the employee's file in accordance with 914.401g.
   3.3 Management agrees that the terms set forth herein shall constitute the complete agreement.

4. **Performance Accepted.** The parties agree and acknowledges: (a) that it accepts performance of its obligations specified in this Agreement as a full and complete compromise of matters involving disputed issues; (b) that the negotiations for this settlement (including all statements, admissions or communications by the parties of their attorneys or representative shall not be considered 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 execute any and all supplementary documents and take all additional actions that may be necessary as appropriate to give full force and effect to the basic terms and intent of this Agreement within thirty (30) days of the effective date.

6. **Independent Advice of Counsel.** Each party represents and declares that it has received independent advice from its respective attorneys and representative with respect to the advisability of making the settlement provided for herein and with respect to the advisability of 

STIPULATION OF SETTLEMENT - 2
executing this Agreement. Each party further represents and declares that it has not relied upon
any statement or representation by the other party or of any of its partners, agents, employees, or
attorneys 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 it has carefully read this
Agreement, that it knows the contents of this Agreement, and that it 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.

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**For Employee:**

Michelle Sakaba Reyes, Employee

**For Management:**

Jon Fernandez, Superintendent

**Date:** 2/9/2021 **Date:** 3/19/2021