



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

(Absent)

EMILIA F. RICE
Commissioner

ANTHONY P. BENAVENTE
Commissioner

ROBERT C. TAITANO
Commissioner

v.s.
4-2-21
2



1 Robert E. Koss, Lay Representative
2 Guam Federation of Teachers
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BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

10:14 AM

21-182

7 MICHELLE SAKABA-REYES,
8 Employee,

ADVERSE ACTION APPEAL
Case No.: 20-AA06S

9 vs.

STIPULATION OF SETTLEMENT

10 DEPARTMENT OF EDUCATION,
11 Management.

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

13
14 THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between
15 MICHELLE SAKABA-REYES (hereinafter "Employee") and DEPARTMENT OF
16 EDUCATION, (hereinafter referred to as "Management") as follows:

17
18 **RECITALS**

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

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

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

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



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

6 **2. Employee's Obligation.**

7 2.1 Employee shall withdraw her Adverse Action Appeal from the Civil Service Commission
8 and request that the Commission dismiss Appeal No. 20-AA06S with prejudice pursuant to the
9 terms of this agreement.

10 2.2 Employee further agrees to accept a letter of Reprimand on the same bases set forth in the
11 adverse action on appeal.

12 **3. Management's Obligation.**

13 3.1 Management agrees to rescind the Final Notice of Adverse Action suspending the
14 employee for two (2) days and to provide two (2) days back pay to the employee.

15 3.2 Management may, at its discretion, issue the employee a Letter of Reprimand on the same
16 basis of the adverse action which shall then remain in the employee's file in accordance with
17 914.401g.

18 3.3 Management agrees that the terms set forth herein shall constitute the complete agreement.

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

25 **5. Additional Documents.** All parties agree to cooperate fully and execute any and all
26 supplementary documents and take all additional actions that may be necessary as appropriate to
27 give full force and effect to the basic terms and intent of this Agreement within thirty (30) days
28 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



1 executing this Agreement. Each party further represents and declares that it has not relied upon
2 any statement or representation by the other party or of any of its partners, agents, employees, or
3 attorneys in executing this Agreement or in making the settlement provided for herein, except as
4 expressly provided for herein.

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

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

10
11 **For Employee:**

12 

13 Michelle Sakaba Reyes, Employee

11 **For Management:**

12 

13 Jon Fernandez, Superintendent

14
15 **Date:** 2/9/2021

15 **Date:** 3/19/2021