

Date 6-16-14
Time 12:15 pm
Received by E. M. [Signature]



BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

SEYMOUR PAYNE,

Employee,

vs.

DEPARTMENT OF EDUCATION,
Management.

ADVERSE ACTION APPEAL
CASE NO. 11-AA17T

JUDGMENT OF DISMISSAL

32-14-1739
Office of the Speaker
Judith T. Won Pat, Ed. D.
6.16.14
Time 12:08
Received by [Signature]

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the Stipulation of Settlement signed by the parties on May 9, 2014 and May 20, 2014 received by Civil Service Commission on May 22, 2014 and attached hereto, this matter is hereby dismissed with prejudice.

SO ADJUDGED THIS 12th day of June 2014.

[Signature]
LUIS R. BAZA
Chairman

[Signature]
MANUEL R. PINAUI
Vice-Chairman

[Signature]
PRISCILLA T. TUNCAP
Commissioner

[Signature]
JOHN SMITH
Commissioner

[Signature]
LOURDES HONGYEE
Commissioner

[Signature]
DANIEL D. LEON GUERRERO
Commissioner

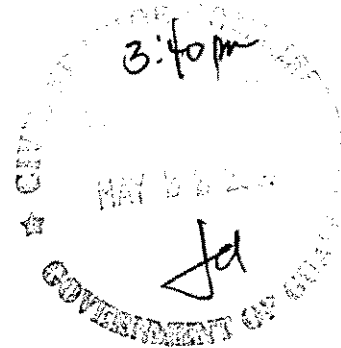
[Signature]
EDITH C. PANGELINAN
Commissioner

2014 JUN 16 PM 1:08
[Signature]

ORIGINAL

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5-20-14
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14-517

1 **SOMERFLECK & ASSOCIATES, PLLC**
 2 866 Rte. 7, Nelson Bldg. #102
 3 Maina, Guam 96932
 4 Telephone No.: (671) 477-8020
 5 Facsimile No.: (671) 477-8019

6 *Counsel for Employee.*

7 **BEFORE THE CIVIL SERVICE COMMISSION**
 8 **OF GUAM**

9 IN THE MATTER OF:

10 **SEYMOUR PAYNE,**

11 Employee,

12 vs.

13 **GUAM PUBLIC SCHOOL SYSTEM**
14 **aka DEPARTMENT OF EDUCATION,**

15 Management.

ADVERSE ACTION APPEAL
CASE NO. :

11-AA17T

STIPULATION OF SETTLEMENT

16 TO: *THE CIVIL SERVICE COMMISSION OF GUAM*

17 **THIS STIPULATION OF SETTLEMENT AND AGREEMENT**, is by and between
 18 **SEYMOUR PAYNE** (hereinafter "Employee") and **GUAM PUBLIC SCHOOL SYSTEM** aka
 19 **DEPARTMENT OF EDUCATION** (hereinafter referred to as "Management") as follows:

20 **RECITALS**

21 A. The Employee commenced appeals against Management in CCS Case No. 11-AA12S
 22 and 11-AA17T, regarding Final Notice of Adverse Actions issued by the Superintendent of Education
 23 that suspended and terminated him from his position in the Department of Education.

24 B. When the matter of 11-AA12S came before the Civil Service Commission, the
 25 Employee was represented by the Guam Federation of Teachers, David Babauta, who failed to timely
 26 file the Employee's Appeal resulting in that matter being dismissed.

27 C. In the matter of 11-AA17T, after the Guam Federation of Teachers presented to the
 28 Commission a letter from the President of the Guam Federation of Teachers stating "that the case

STIPULATION OF SETTLEMENT

Re: In the Matter of Seymour Payne v. G.P.S.S.; Adverse Action Appeal Case No. 11-AA17T

Page - 2 -

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2 cannot be won and there is no basis to proceed forward”, Employee then engaged Attorney Thomas
3 Keeler and then Daniel S. Somerfleck, Esq. of Somerfleck and Associates, PLLC.

4 D. The parties desire to enter into this Settlement Agreement (hereinafter “Agreement”)
5 for this expeditious resolution of matters in order to provide for certain arrangements in full
6 settlement and discharge of both of the Appeals in fair and equitable means and upon the terms and
7 conditions set forth herein.

8 E. The terms and conditions of said Agreement shall become operative upon execution
9 of this Agreement.

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

12 1. **Purpose of Agreement.** Employee and Management acknowledge and agree that this
13 Agreement is a Settlement and Compromise of the two (2) referenced matters. It is the intention of
14 the parties by the execution of this Agreement to fully, finally and completely resolve all disputes
15 between them regarding these matters, in the manner more specifically set forth in the terms of this
16 Agreement that follow.

17 2. **Employee’s Obligation.**

18 2.1 Employee shall in 11-AA17T withdraw the Appeal from the Civil Service
19 Commission and request that the Commission dismiss the Appeal and 11-AA12S with prejudice.

20 2.2 Employee agrees to resign his position with the Department of Education
21 effective sixty (60) days following his reinstatement.

22 3. **Management’s Obligation.**

23 3.1 All documents related to or reflecting both Adverse Action Case Nos. 11-
24 AA12S and 11-AA17T shall be expunged from Employee’s personnel file and a filed copy of the
25 Settlement Agreement will be the only document reflecting Adverse Action Case Nos. 11-AA12S and
26 11-AA17T as part of the Employee’s personnel jacket.

27 3.2 Management agrees to reinstate the Employee for a period of sixty (60) days
28 on leave without pay status with no back pay or benefits.

STIPULATION OF SETTLEMENT

Re: In the Matter of Seymour Payne v. G.P.S.S.; Adverse Action Appeal Case No. 11-AA17T

Page - 3 -

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3.3 Management agrees to pay \$6,000.00 to the Employee for attorney's fees within thirty (30) days.

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.

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 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.

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STIPULATION OF SETTLEMENT

Re: In the Matter of Seymour Payne v. G.P.S.S.; Adverse Action Appeal Case No. 11-AA17T

Page - 4 -


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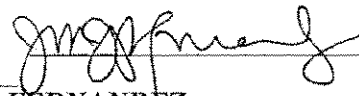
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written

by their respective names.

Employee.

DEPARTMENT OF EDUCATION
Management.





SEYMOUR PAYNE

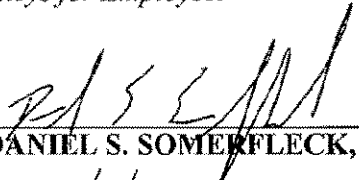
JON FERNANDEZ


DATE: 5/9/14

DATE: 5/20/14

SOMERFLECK & ASSOCIATES, PLLC
Attorneys for Employee.

DEPARTMENT OF EDUCATION
Management Lay Representative

By: 
DANIEL S. SOMERFLECK, ESQ.

By: 
ROBERT E. KOSS, ESQ.

DATE: 5/9/14

DATE: 5/20/14