



BEFORE THE  
GUAM CIVIL SERVICE COMMISSION  
BOARD OF COMMISSIONERS



IN THE MATTER OF:

GUADALUPE SN FLORES,

Employee,

vs.

DEPARTMENT OF EDUCATION,  
Management.

ADVERSE ACTION APPEAL  
CASE NO. 13-AA20T

JUDGMENT OF DISMISSAL

32-14-1860

Office of the Legislative Secretary  
Senator Tina Rose Mufia Barnes  
Date 7-22-14  
Time 3:45  
Received by [Signature]

2014 JUL 22 PM 3:59

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the Stipulation of Settlement signed by the parties on June 26, 2014, received by Civil Service Commission on June 27, 2014 and attached hereto, this matter is hereby dismissed with prejudice.

SO ADJUDGED THIS 17<sup>th</sup> day of July 2014.

Office of the Speaker  
Judith T. [Signature]  
Date 7/22/14  
TIME 3:55P  
RECEIVED [Signature]

[Signature]  
LUIS R. BAZA  
Chairman

[Signature]  
MANUEL R. PINAUI  
Vice-Chairman

[Signature]  
PRISCILLA T. TUNCAP  
Commissioner

[Signature]  
JOHN SMITH  
Commissioner

NOT PRESENT  
LOURDES HONGYEE  
Commissioner

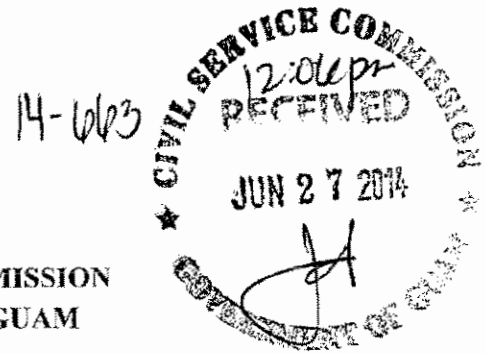
[Signature]  
DANIEL D. LEON GUERRERO  
Commissioner

[Signature]  
EDITH C. PANGELINAN  
Commissioner

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**CIVIL SERVICE COMMISSION  
GOVERNMENT OF GUAM**

**IN THE MATTER OF:** ) **ADVERSE ACTION APPEAL**  
 ) **CASE NO.: 13-AA20T**  
**GUADALUPE S.N. FLORES,** )  
 )  
 ) **STIPULATION OF SETTLEMENT**  
 Employee, )  
 )  
 vs. )  
 )  
**GUAM DEPARTMENT OF** )  
**EDUCATION,** )  
 )  
 Management. )

**INTRODUCTION**

This stipulation of settlement and agreement is by and between **GUADALUPE S.N. FLORES** (hereinafter "Employee") and **GUAM DEPARTMENT OF EDUCATION** (hereinafter "Management") as follows:

**RECITALS**

- A. The Employee commenced an appeal of an adverse action in the Civil Service Commission of Guam bearing Adverse Action Appeal Case No. 13-AA20T.
- B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for the referenced Adverse Action Appeal in order to provide for certain arrangements in full settlement and discharge of the referenced case upon the terms and conditions set forth herein.

C. Said Agreement shall become operative upon execution of this Agreement on the date signed by the parties approving those terms and conditions set forth herein.

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

**1.0 PURPOSE OF AGREEMENT**

Employee and Management acknowledge and agree that this Agreement is a Settlement and Compromise of the referenced matters alone. 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 alone, in the manner more specifically set forth in the terms of this Agreement that follow.

**2.0 EMPLOYEE'S OBLIGATION**

2.1 Employee agrees that she shall submit a Letter of Retirement effective July 26, 2013; and,

2.2 Employee agrees that she shall be compensated at her regular rate of pay for three full days or 24 hours for the remaining duty days of SY 2012-2013 that she would have otherwise received; and,

2.3 Employee agrees that she hereby withdraws and dismisses the referenced Adverse Action Appeal alone with prejudice.

**3.0 MANAGEMENT'S OBLIGATION**

3.1 Management agrees that it shall accept the retirement of the Employee effective on July 26, 2013; and,

3.2 Management agrees that it shall rescind and withdraw the Final Notice of Adverse Action terminating the Employee and that the Employee's letter of retirement in good standing shall be placed in the employee's file; and,

3.3 Management shall amend the Employee's personnel action to reflect a retirement in good standing and take such other required to implement this agreement.

3.4 Management agrees that it shall compensate the Employee at her regular rate of pay for three full days or 24 hours for the remaining duty days of SY 2012-2013.

**4.0 PERFORMANCE ACCEPTED**

The parties agree and acknowledge: (a) that it accepts performance of its obligations specified in this Agreement as a full and complete compromise of matters involving all disputed issues regarding the Adverse Action Appeal alone; (b) that the negotiations for this settlement (including all statements, admissions or communications) by the parties or their attorneys or representatives shall not be considered admissions 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.

**5.0 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.

**6.0 INDEPENDENT ADVICE OF COUNSEL**

Each party represents and declares that it has received independent advice from its respective attorneys or 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.

7.0 VOLUNTARY AGREEMENT

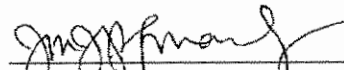
Each party represents and declares that it has carefully read this Agreement, that it knows the contents of this Agreement, and that it has signed the same freely and voluntarily.

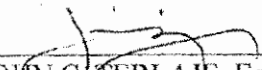
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written by their respective names.


FOR EMPLOYEE:

FOR MANAGEMENT:

  
\_\_\_\_\_  
GUADALUPE FLORES  
Employee

  
\_\_\_\_\_  
JON J.P. FERNANDEZ  
Superintendent of Education

  
\_\_\_\_\_  
JOHN C. TERLAJE, Esq.  
Attorney for Employee

  
\_\_\_\_\_  
ROBERT E. KOSS  
Lay Representative for Management

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