BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS

IN THE MATTER OF:

MARISTELA O. OFTANA,
Employee,

VS.

DEPARTMENT OF EDUCATION,
Management.

GRIEVANCE APPEAL
CASE NO. 14-GRE-61

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 16th day of July, 2015.

LUIS R. BAZA
Chairman

PRISCILLA T. TUNCAP
Commissioner

LOURDES HONGYEE
Commissioner

EDITH C. PANGELINAN
Commissioner

MANUEL R. PINAUIN
Vice-Chairman

JOHN SMITH
Commissioner

DANIEL D. LEON GUERRERO
Commissioner

ORIGINAL

Judgment of Dismissal
CASE NO. 14-GRE-61
Before The Civil Service Commission  
Government Of Guam

IN THE MATTER OF:  

GRIEVANCE APPEAL  
CASE NO. 14-GRE-61

MARISTELA O. OFTANA,  
Employee,  

STIPULATION OF SETTLEMENT  

vs.  

DEPARTMENT OF EDUCATION,  
Management.


INTRODUCTION

This stipulation of settlement and agreement is by and between MARISTELA O. OFTANA (hereinafter "Employee") and GUAM DEPARTMENT OF EDUCATION (hereinafter "Management") as follows:

RECITALS

A. On May 15, 2014 Employee was notified that Management had changed her teaching assignment from First Grade to Kindergarten for School Year 2014-2015.

B. Employee was dissatisfied and initiated a timely grievance on May 15, 2014 following notification of the change in assignment.

C. On July 25, 2014 the Employee’s grievance was appealed to the Civil Service Commission at Step four (4) of the Department’s grievance procedures bearing Grievance Appeal Case Nos. 14-GRE-61.
D. The parties desire to enter into this settlement Agreement (hereinafter "Agreement") for the
pending Grievance Appeal in order to provide for certain arrangements in full settlement and
discharge of the Grievance Appeal referenced herein upon the terms and conditions set forth
herein.
E. Said Agreement shall become operative upon execution of this Agreement by the signing of a
Judgment by the Civil Service Commission 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 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.

2.0 EMPLOYEE’S OBLIGATION

2.1 Employee agrees that she shall withdraw and dismiss the referenced grievance Appeal with
prejudice from the Civil Service Commission and request that the Commission enter judgment
into the record approving the terms and condition specifically set forth in this agreement.

2.2 Employee expressly agrees that there shall be no back pay or attorney fees or other benefits
resulting from this settlement agreement and the referenced appeal except as expressly set forth
herein and,

3.0 MANAGEMENT’S OBLIGATION

3.1 Management agrees that it shall return the Employee to teach 1st grade at Machananao
Elementary School for the 2015-2016 school year.

Stipulation of Settlement
Maristela O. Oftana vs DOE
CSC Case No. 14-CRE-01
3.2 Management agrees that there shall be no back pay or attorney fees or other benefits resulting from this settlement agreement or the referenced appeal except as expressly set forth herein and,

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; (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:

[Signature]
MARISTELA O. OFTANA
Employee
Date: 5/22/15

[Signature]
DANIEL S. SOMERFLECK
Attorney for Employee
Date: 5/26/15

FOR MANAGEMENT:

[Signature]
JON J. P. FERNANDEZ
Superintendent of Education
Date: 6/1/15

[Signature]
ROBERT E. KOSS
Employee Management Relations Officer
Date: 5/27/15