



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
LUIS R. BAZA
Chairman

Manuel R. Pinauin
MANUEL R. PINAUIN
Vice-Chairman

Priscilla T. Tuncap
PRISCILLA T. TUNCAP
Commissioner

John Smith
JOHN SMITH
Commissioner

Lourdes Hongyee
LOURDES HONGYEE
Commissioner

Daniel D. Leon Guerrero
DANIEL D. LEON GUERRERO
Commissioner

Edith C. Pangelinan
EDITH C. PANGELINAN
Commissioner

ORIGINAL

1 D. The parties desire to enter into this settlement Agreement (hereinafter "Agreement") for the
2 pending Grievance Appeal in order to provide for certain arrangements in full settlement and
3 discharge of the Grievance Appeal referenced herein upon the terms and conditions set forth
4 herein.

5 E. Said Agreement shall become operative upon execution of this Agreement by the signing of a
6 Judgment by the Civil Service Commission approving those terms and conditions set forth
7 herein.

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

11 1.0 PURPOSE OF AGREEMENT

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

16 2.0 EMPLOYEE'S OBLIGATION

17 2.1 Employee agrees that she shall withdraw and dismiss the referenced grievance Appeal with
18 prejudice from the Civil Service Commission and request that the Commission enter judgment
19 into the record approving the terms and condition specifically set forth in this agreement.

20 2.2 Employee expressly agrees that there shall be no back pay or attorney fees or other benefits
21 resulting from this settlement agreement and the referenced appeal except as expressly set forth
22 herein and,
23

24 3.0 MANAGEMENT'S OBLIGATION

25 3.1 Management agrees that it shall return the Employee to teach 1st grade at Machananao
Elementary School for the 2015-2016 school year.

1 3.2 Management agrees that there shall be no back pay or attorney fees or other benefits resulting
2 from this settlement agreement or the referenced appeal except as expressly set forth herein and,

3 4.0 PERFORMANCE ACCEPTED.

4 The parties agree and acknowledge: (a) that it accepts performance of its obligations specified in
5 this Agreement as a full and complete compromise of matters involving all disputed issues; (b)
6 that the negotiations for this settlement (including all statements, admissions or communications)
7 by the parties or their attorneys or representatives shall not be considered admissions by any of
8 said parties; (c) and that no past or present wrong doing on the part of the parties shall be implied
9 by such negotiations.
10

11 5.0 ADDITIONAL DOCUMENTS

12 All parties agree to cooperate fully and execute any and all supplementary documents and take
13 all additional actions that may be necessary as appropriate to give full force and effect to the
14 basic terms and intent of this Agreement.

15 6.0 INDEPENDENT ADVICE OF COUNSEL.

16 Each party represents and declares that it has received independent advice from its respective
17 attorneys or representative with respect to the advisability of making the settlement provided for
18 herein and with respect to the advisability of executing this Agreement. Each party further
19 represents and declares that it has not relied upon any statement or representation by the other
20 party or of any of its partners, agents, employees, or attorneys in executing this Agreement
21
22
23 or in making the settlement provided for herein, except as expressly provided for herein.

24 7.0 VOLUNTARY AGREEMENT

25 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.

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

3
4 FOR EMPLOYEE:

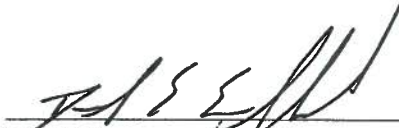
FOR MANAGEMENT:

5
6 
7 _____
8 MARISTELA O. OFTANA
9 Employee

6 
7 _____
8 JON J.P. FERNANDEZ
9 Superintendent of Education

10 Date: 5/22/15

10 Date: 6/1/15

11 
12 _____
13 DANIEL S. SOMERFLECK
14 Attorney for Employee

11 
12 _____
13 ROBERT E. KOSS
14 Employee Management Relations Officer

15 Date: 5/26/15

15 Date: 5/27/15