



Republic of the Philippines
Province of Guimaras
8TH SANGGUNIANG PANLALAWIGAN

EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE 8TH SANGGUNIANG PANLALAWIGAN, PROVINCE OF GUIMARAS HELD AT THE SP SESSION HALL, PROVINCIAL CAPITOL ON JULY 19, 2016.

PRESENT:

Atty. John Edward G. Gando -	Vice Governor/Presiding Officer
Hon. Cyril C. Beltran -	SP Member/Majority Floor Leader
Hon David G. Gano -	SP Member/Deputy Majority Floor Leader
Hon. Cresente P. Chavez, Jr. -	SP Member
Hon. Diosdado G. Gonzaga -	SP Member
Hon. Josefina G. de la Cruz -	SP Member
Hon. Rex G. Fernandez -	SP Member
Hon. Aurelio G. Tionado -	SP Member
Hon. Dan Elby C. Habaña -	SP Member
Hon. Felicito M. Gareza -	Ex-Officio Member (PCL Fed. President)

RESOLUTION NO. 121

RESOLUTION AUTHORIZING GOVERNOR SAMUEL T. GUMARIN, M.D., MPH TO SIGN FOR AND IN BEHALF OF THE PROVINCIAL GOVERNMENT OF GUIMARAS THE CONTRACT OF SERVICES WITH MS EVELINE SANJOY NORICO AS TEACHER I UNDER THE LOCAL SCHOOL BOARD OF THE PROVINCE OF GUIMARAS

WHEREAS, the Local School Board of the Province of Guimaras is in need of a Teacher I to be assigned at the Panobolon Elementary School, Brgy. Panobolon, Municipality of Nueva Valencia, Guimaras;

WHEREAS, Ms Eveline S. Norico, found to be qualified to the position, is willing to be hired under the terms and conditions as stipulated in the Contract of Services drafted for the purpose;

WHEREAS, the Honorable Governor of the Province of Guimaras, in his letter dated 14 July 2016, has requested the Honorable 8th Sangguniang Panlalawigan for an authority to sign for and in behalf of the Provincial Government of Guimaras the Contract of Services with Ms Eveline S. Norico as Teacher I under the Local School Board;

NOW, THEREFORE, on joint motion of Hon. Josefina G. de la Cruz, unanimously seconded.

THE 8TH SANGGUNIANG PANLALAWIGAN IN SESSION DULY ASSEMBLED:

RESOLVED, to authorize Governor Samuel T. Gumarin, M.D., MPH to sign for and in behalf of the Provincial Government of Guimaras, the following:

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract of services is hereby entered into this 20th day of July 2016 at San Miguel, Jordan, Guimaras, Philippines by and between:

The LOCAL GOVERNMENT OF THE PROVINCE OF GUIMARAS, represented herein by the HON. SAMUEL T. GUMARIN, M.D., MPH, Provincial Governor and with office address at the Provincial Capitol, Brgy. San Miguel, Municipality of Jordan, Province of Guimaras, Philippines, hereafter referred to as the FIRST PARTY;

-and-

MS EVELINE S. NORICO, Filipino Citizen, legal age, with residence at Brgy. Panobolon, Nueva Valencia, Guimaras, hereinafter referred to as the SECOND PARTY.

WITNESSETH :

WHEREAS, the FIRST PARTY believes that education should be of utmost priority as this is the key to achieve progress and prosperity;

WHEREAS, the FIRST PARTY likewise recognizes the need of the Department of Education for highly qualified teachers to cater to the growing number of students enrolled;

WHEREAS, the FIRST PARTY has provided funds to the Local School Board for the enlistment of teachers necessary, as recommended by the Department of Education;

WHEREAS, for this school year, the FIRST PARTY, through the Local School Board, has identified several schools in the province needing teachers to augment their current teaching staff;

WHEREAS, one of the schools identified is the PANOBOLON ELEMENTARY SCHOOL, situated at Brgy. Panobolon, Municipality of Nueva Valencia, this province;

WHEREAS, the FIRST PARTY, through the Local School Board, and in coordination with the Department of Education, has agreed to a minimum requirement prior to the enlistment of new teachers;

WHEREAS, the SECOND PARTY, having achieved the requirement for enlistment, has signified her intention for a teaching position to the above-named school and subject to funding by the Local School Board;

WHEREAS, the SECOND PARTY, after evaluation of her application, shows competence and the necessary teaching skills and experience needed for the position;

WHEREAS, the SECOND PARTY, being considered fit and qualified to perform the duties and responsibilities of a Local School Board Teacher under the direct supervision of the Department of Education, Guimaras, is willing to be hired under the terms and conditions as provided in this contract;

WHEREAS, the SECOND PARTY hereby attest that she is not related within the fourth degree of consanguinity or affinity to the hiring authority and/or representative of the FIRST PARTY;

WHEREAS, the SECOND PARTY has not been previously associated in any form of violation and/or previously dismissed from government service by reason of administrative offense.

NOW THEREFORE, for and in consideration of the foregoing premises, the FIRST PARTY hires and engages the services of the SECOND PARTY, subject to the following terms and conditions:

I. SCOPE OF WORK AND EXPECTED OUTPUT

- a. The SECOND PARTY shall be teaching at the school as herein mentioned;
- b. The Second Party shall perform all duties and responsibilities of a teacher as mandated by the Department of Education and to perform such other acts and duties as may be assigned by her immediate superior or by that of the First party, provided it is still within the scope of this contract;
- c. During this contract period, the SECOND PARTY must be able to accomplish the above mentioned duties and responsibilities.

II. COST AND TERMS OF PAYMENT

- a. The FIRST PARTY shall pay the SECOND PARTY a monthly rate of Thirteen Thousand Five Hundred Pesos (P13,500.00) Only payable within ten (10) days from submission the necessary documents by the end of every month, duly certified by the Principal or Head Teacher of the School assigned.
- b. Should the Second Party incur absences during the month, the computation of monthly payment shall observed:

Monthly Pay=Monthly Rate minus (Number of days absent x P450)

III. PERIOD OF THE CONTRACT

This contract shall commence on upon its approval on 20th day of July 2016 and shall terminate on the 31st day of December, 2016.

IV. AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS

Any amendments, modification or addition or deletions made to this contract shall be undertaken only upon proper information by both parties, as to whom is introducing the same, and subject to the consent and approval of the FIRST PARTY.

V. EXEMPTION FROM LIABILITY

The SECOND PARTY shall hold the FIRST PARTY free from any responsibility or accountability for any incident or injury of any kind which may be fall the SECOND PARTY in the course of the performance of the services agreed herein or called to under this contract. Moreover, the SECOND PARTY shall hold the FIRST PARTY free from any claim, civil or criminal, which may be filed in connection with the aforementioned instances.

VI. EMPLOYER-EMPLOYEE RELATIONSHIP

- a. It is hereby agreed that there shall be no employer-employee relationship, in any manner or form, created between the SECOND PARTY and the FIRST PARTY.
- b. The SECOND PARTY acknowledges that no authority has been conferred upon it to hire personnel on behalf of the FIRST PARTY.
- c. The FIRST PARTY shall have entire charge, control and supervision of the work herein agreed upon, and may subject to review the performance of the SECOND PARTY at any time that the former deemed necessary.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the ____ day of _____ 2016 at Provincial Capitol, San Miguel, Jordan, Guimaras, Philippines.

FIRST PARTY

SECOND PARTY

SAMUEL T. GUMARIN, M.D., MPH

Governor, Province of Guimaras
Chairman, Local School Board

Teacher I

Signed in the presence of:

VICTORIA G. MAROMA
Asst. Provincial Treasurer/ICO
Provincial Treasury Office

BRENDA R. DAJAY
HRMO II/OIC
Prov'l. Human Resource Management
and Development Office

RESOLVED FURTHER, to send a copy of this resolution to the Honorable Governor, Ms Eveline S. Norico, Local School Board, Provincial Budget Officer, Accountant, Treasurer, Commission on Audit and all other concerned agencies, for information and appropriate action.

APPROVED. July 19, 2016.

I hereby certify that the foregoing is a true and accurate copy of the resolution which was duly adopted by the 8th Sangguniang Panlalawigan of the Province of Guimaras during its regular session held on July 19, 2016.


LORENA MINIERVA-ITUCAS
Secretary to the Sangguniang Panlalawigan

Attested:


ATTY. JOHN EDWARD G. GANDOC
Vice Governor
Presiding Officer

Approved:


SAMUEL T. GUMARIN, MD, MPH
Governor