



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 SB SESSION HALL, MUNICIPALITY OF SIBUNAG, PROVINCE OF GUIMARAS ON JANUARY 10, 2017.

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. Ramon N. Ortiz -	Ex-Officio Member (ABC Fed. President)

OFFICIAL BUSINESS:

Hon. Ma. Sheila G. Gange -	Ex-Officio Member (PCL Fed. President)
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RESOLUTION NO. 06

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 GLENDA HERVIAS AS TEACHER I UNDER THE LOCAL SCHOOL BOARD OF THE PROVINCE OF GUIMARAS

WHEREAS, the Honorable Governor of the Province of Guimaras, in his letter dated 09 January 2017, has requested the Honorable Sangguniang Panlalawigan for an authority to sign for and in behalf of the Provincial Government of Guimaras the Contract of Services with Ms Glenda Hervias as Teacher I under the Local School Board;

WHEREAS, the Local School Board of the Province of Guimaras is in need of a Teacher I to be assigned at Umilig Elementary School, Buenavista, Guimaras;

WHEREAS, Ms Glenda Hervias, 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;

NOW, THEREFORE, on motion of SP Member 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 entered into this ____ day of _____
2017 at San Miguel, Jordan, Guimaras, Philippines by and between:

The LOCAL GOVERNMENT OF THE PROVINCE OF GUIMARAS as represented herein by 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 GLENDA HERVIAS, Filipino Citizen, legal age, with residence at Brgy. Avila, Buenavista, 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 UMILIG ELEMENTARY SCHOOL, situated at Brgy. Umilig, Municipality of Buenavista, 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 achieve the requirement for enlistment, has signified his/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 his/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 term and conditions as provided in this contract;

WHEREAS, the SECOND PARTY hereby attest that he/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 an administrative offense;

NOW THEREFORE, for and in consideration of the foregoing, 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 his/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 11th day of January 2017 and shall terminate on the 31st day of March 2017.

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 harmless and free from any responsibility or accountability for any incident or injury of any kind which may be fall upon the SECOND PARTY in the course of the performance of the services agreed upon or called to under this contract. Moreover, the 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 _____ 2017 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

GLENDA HERVIAS
Teacher I

Signed in the presence of:

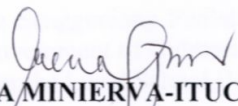
VICTORIA G. MAROMA
Asst. Provincial Treasurer/ICO
Provincial Treasury Office

BRENDA R. DAJAY
HRMO II/OIC
Provincial Human Resource Management
and Development Office

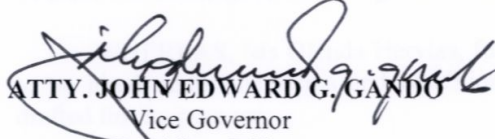
RESOLVED FURTHER, to send a copy of this resolution to the Honorable Governor, Ms Glenda Hervias, Local School Board, Provincial Budget Officer, Treasurer, Accounting, COA and all other concerned offices for information and appropriate action.

APPROVED. January 10, 2017.

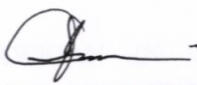
I hereby certify that the foregoing is a true and accurate copy of the resolution which was duly adopted by the 8th Sangguniang Panlalawigan of the Province of Guimaras during its regular session held on January 10, 2017.


LORENA MINIERVA-ITUCAS
Secretary to the Sangguniang Panlalawigan

Attested:


ATTY. JOHN EDWARD G. GANDO
Vice Governor
Presiding Officer

Approved:


SAMUEL T. GUMARIN, MD, MPH
Governor