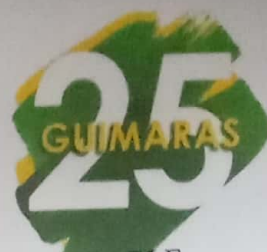




Republic of the Philippines
Province of Guimaras
OFFICE OF THE 9TH SANGGUNIANG PANLALAWIGAN
San Miguel, Jordan, Guimaras 5045



EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE
9TH SANGGUNIANG PANLALAWIGAN, PROVINCE OF GUIMARAS HELD AT THE SP
SESSION HALL, 2ND FLOOR, GTIC BUILDING ON JANUARY 21, 2020.

PRESENT:

Hon. Cyril C. Beltran	-	SP Member and Majority Floor Leader
Hon. Aurelio G. Tionado	-	SP Member
Hon David G. Gano	-	SP Member and Deputy Majority Floor Leader
Hon. Luben G. Vilches	-	SP Member
Hon. Diosdado G. Gonzaga	-	SP Member and Temporary Presiding Officer
Hon. Josefina G. de la Cruz	-	SP Member
Hon. Rex G. Fernandez	-	SP Member
Hon. Raymond H. Gavileño	-	SP Member
Hon. Karren Kaye A. Gadnanan-	-	Ex-Officio SP Member (SK Federation President)
Hon. Marilou S. Delumpa	-	Ex-Officio SP Member (LNB Federation President)
Hon. Glicerio G. Edang	-	Ex-Officio SP Member (PCL Federation President)

OFFICIAL BUSINESS:

Atty. John Edward G. Gando - Vice Governor and Presiding Officer

RESOLUTION NO. 23

**RESOLUTION AUTHORIZING GOVERNOR SAMUEL T. GUMARIN, MD, MPH TO
SIGN FOR AND IN BEHALF OF THE PROVINCIAL GOVERNMENT THE
CONTRACT OF SERVICES WITH MS. NOELYN GRACE G. MERUAL AS TEACHER
I UNDER THE LOCAL SCHOOL BOARD OF THIS PROVINCE**

WHEREAS, the Honorable Governor in his letter dated January 10, 2020 is requesting the Honorable Sangguniang Panlalawigan for an authority to sign for and in behalf of the provincial government the Contract of Services with Ms. Noelyn Grace G. Merual as Teacher I under the Local School Board to be assigned at Tacay Elementary School;

WHEREAS, this Honorable Body interposes no objection to the request, subject to the terms, conditions and stipulations set forth in the Contract of Services presented before it;

NOW, THEREFORE, on motion of Honorable Josefina G. de la Cruz and duly seconded by all members;

THE 9TH SANGGUNIANG PANLALAWIGAN IN SESSION DULY ASSEMBLED:

RESOLVED, to authorize Governor Samuel T. Gumarin, MD, 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 ____ day of
January 2020 at San Miguel, Jordan, Guimaras, Philippines by and between:

CONTACT US: —



+63920 9815 602



ospguimaras@gmail.com



ProvinceofGuimaras

The LOCAL GOVERNMENT OF THE PROVINCE OF GUIMARAS, represented herein by the HONORABLE SAMUEL T. GUMARIN, MD, 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. NOELYN GRACE G. MERUAL, Filipino Citizen, legal age, with residence at Brgy. Piña, 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 Tacay Elementary School situated at Municipality of Buena Vista, 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 term 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 an administrative offense;

The LOCAL GOVERNMENT OF THE PROVINCE OF GUIMARAS, represented herein by the HONORABLE SAMUEL T. GUMARIN, MD, 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. NOELYN GRACE G. MERUAL, Filipino Citizen, legal age, with residence at Brgy. Piña, 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 Tacay Elementary School situated at Municipality of Buena Vista, 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 term 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 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 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 abovementioned 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 Php450)

III. PERIOD OF CONTRACT

This contract shall commence on upon its approval on ____ day of January 2020 and shall terminate on the 31st day of December, 2020 excluding the months of April and May 2020.

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 fall upon 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.

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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.

RESOLVED FURTHER, to send a copy of this resolution to the Honorable Governor, Ms. Noelyn Grace G. Merual, Local School Board, Provincial Budget Office, Provincial Treasurer's Office, Provincial Accounting Office, COA and all other concerned offices for information and appropriate action.

APPROVED: January 21, 2020.

I hereby certify that the foregoing is a true and accurate copy of the resolution which was duly adopted by the 9th Sangguniang Panlalawigan of the Province of Guimaras during its regular session held on January 21, 2020.

Attested:


DIOSDADO C. GONZAGA

SP Member
Temporary Presiding Officer


LORENA MINERVA-ITUCAS
Secretary to the Sangguniang Panlalawigan

Approved:


SAMUEL T. GUMARIN, MD, MPH
Governor