



Republic of the Philippines
SANGGUNIANG PANLUNGSOD
City of Mandaluyong

RESOLUTION NO. 2618, S-2018

RESOLUTION AUTHORIZING THE HONORABLE MAYOR CARMELITA A. ABALOS TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT BETWEEN HEADSTART SCHOOL OF MANDALUYONG INCORPORATED AND THE CITY GOVERNMENT OF MANDALUYONG FOR CONTRACTING CERTAIN QUALIFIED TEACHERS CARRYING OUT THE FREE CHILDHOOD EDUCATION CLASSES FOR PRE-SCHOOLERS OF THE LATTER WITHIN THE CITY OF MANDALUYONG BY WAY OF A CONTRACT OF SERVICE

WHEREAS, Headstart Schools of Mandaluyong Incorporated ("Headstart" for brevity) is a domestic private non-stock, non-profit organization, duly organized, established and operated to serve the public interest, in particular, the educational, nutritional, health and other needs of the underprivileged segment of society, or more specifically, the poor children of preschool age in the City of Mandaluyong;

WHEREAS, the principal purpose of Headstart for which it was formed was to establish, operate, run, maintain and administer free pre-school facilities or schools in depressed, poor or slum areas of Mandaluyong, or its environs, thereby affording the pre-school and young children living therein the same opportunities being enjoyed by their more fortunate brothers and sisters, in effect giving these less privileged children a headstart in life;

WHEREAS, Headstart had its roots in Mandaluyong way back in 1976, at a time when the latter was still a Municipality, and the free educational program has continued without fail since, blessing countless individuals, families, and communities, and assisted the local government in achieving its goal of uplifting the lives of its residents through quality and accessible education;

WHEREAS, to date, after more than four (4) decades, the free childhood education classes for pre-schoolers age 4-5 years old of Headstart remain strong and vivid, where at present, no less than seven (7) barangays in the City are enjoying the said program and facilities of Headstart, namely: Addition Hills, Bagong Silang, Barangka Drive, Highway Hills, Hulo, Old Zaniga, and Pleasant Hills;

WHEREAS, due to its free services and being a non-profit, non-governmental organization, its resources and funding are solely based on the generosity of benevolent individuals and entities, if not, the sacrifices of teachers, administrators, or employees, who have dedicated their lives to this humanitarian cause;

WHEREAS, a great deal of the material and financial support comes from the local government – the barangays and this City, without which, the continuation of the program cannot be sustained;

WHEREAS, no less than Republic Act No. 7160, the "Local Government Code of 1991", in Section 391 (22) thereof provides that the Sangguniang Barangay has the powers, duties and functions to establish non-formal education centers whenever feasible;

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WHEREAS, the same Code, in Section 458 (a) (2) (xiii) thereof also provides that the Sangguniang Panlungsod has the powers, duties, and functions to generate and maximize the use of resources and revenues for the development plans, program objectives and priorities of the City to grant loans or provide grants to other local government units or to national, provincial, and city charitable, benevolent or educational institutions, provided, that, said institutions are operated and maintained within the City;

WHEREAS, as a way of extending and adopting the programs of Headstart by the City as one of its priority educational and service projects and to ensure its sustainability, the latter has endeavored to contract certain qualified teachers conducting the said free childhood education classes for pre-schoolers of the former within the City of Mandaluyong by way of a Contract of Service or as Service Contractors, subject to civil service rules and regulations and other relevant statutes and Ordinances;

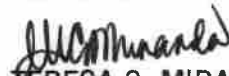
WHEREAS, a Memorandum of Agreement for the above purposes has already been prepared and drafted.

NOW, THEREFORE, on motion duly seconded, the Sangguniang Panlungsod of Mandaluyong, in session assembled, RESOLVED, as it hereby RESOLVES, to authorize the Honorable City Mayor CARMELITA A. ABALOS to enter into and sign the Memorandum of Agreement between Headstart Schools of Mandaluyong Incorporated and the City Government of Mandaluyong for the purpose of engaging certain qualified teachers as Service Contractors in carrying out the free childhood education classes for pre-schoolers of Headstart Schools of Mandaluyong Incorporated within the City of Mandaluyong.

RESOLVED, FINALLY, that copies of this Resolution be furnished all other offices concerned for their immediate information.

ADOPTED on this 5th day of September, 2018 in the City of Mandaluyong.

I HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS ADOPTED AND APPROVED BY THE SANGGUNIANG PANLUNGSOD OF MANDALUYONG IN A SPECIAL SESSION HELD ON THE DATE AND PLACE FIRST ABOVE GIVEN.


MA. TERESA S. MIRANDA
Sanggunian Secretary

ATTESTED BY:


ANTONIO DLS. SUVA
Vice Mayor &
Presiding Officer

APPROVED:


CARMELITA A. ABALOS
City Mayor

Date: SEP 11 2018















MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement or the "Agreement" is executed and entered into in Mandaluyong City, Philippines, by and between:

HEADSTART SCHOOLS OF MANDALUYONG INCORPORATED, a domestic private non-stock, non-profit organization, duly organized, established and operated to serve the public interest, in particular, the educational, nutritional, health and other needs of the under privileged segment of society, or more specifically, the poor children of preschool age, with postal address located at 52 Domingo M. Guevara Street (formerly, Libertad Street), Brgy. Highway Hills, Mandaluyong City, Mandaluyong City, herein duly represented by its President, **CELIA G. LAZARO**, and hereinafter referred as the "**FIRST PARTY**";

--- and ---

The **CITY GOVERNMENT OF MANDALUYONG**, a local government unit duly organized under the Republic of the Philippines, with office address at Executive Bldg., City Government Complex, Maysilo Circle, Brgy. Plainview, Mandaluyong City; herein represented by its Chief Executive, **HONORABLE CARMELITA A. ABALOS**, City Mayor and hereinafter referred to as the "**SECOND PARTY**";

WITNESSETH, THAT:

The principal purpose of the **FIRST PARTY** for which it was formed was to establish, operate, run, maintain and administer free pre-school facilities or schools in depressed, poor or slum areas of Mandaluyong, or its environs, thereby affording the pre-school and young children living therein the same opportunities being enjoyed by their more fortunate brothers and sisters, in effect giving these less privileged children a headstart in life.

The **FIRST PARTY** had its roots in the City of Mandaluyong, when the latter was still a municipality, back in 1976, and the former had since been a recipient of material support from the concerned local governments.

No less than Republic Act No. 7160, the "Local Government Code of 1991," in Section 391 (22) thereof provides that the sangguniang barangay has the powers, duties and functions to establish non-formal education centers whenever feasible. To date, there are seven Barangays in the City where the **FIRST PARTY** has its facilities and free childhood education classes for pre-schoolers age 3-5 years old are held, namely: Addition Hills, Bagong Silang, Barangka, Highway Hills, Huio, Old Zaniga, and Pleasant Hills.

The **SECOND PARTY** avidly and fully supports the **FIRST PARTY**'s programs and advocacies geared towards providing opportunities to the children of the less privileged families in Mandaluyong – to have access to quality pre-school education – critical preparing them for a better, brighter and more productive future. Section 458 (a) (2) (xiii) of the same Code, the sangguniang panlungsod has the powers, duties, and functions to generate and maximize the use of resources and revenues for the development plans, program objectives and priorities of the city to grant loans or provide

grants to other local government units or to national, provincial, and city charitable, benevolent or educational institutions, provided, that, said institutions are operated and maintained within the city;

This Agreement shall be deemed as an extension and adoption of the programs of the **FIRST PARTY** by the **SECOND PARTY** as one of the latter's priority educational and service projects, by employing and compensating select and qualified teachers of the **FIRST PARTY** by the **SECOND PARTY**.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants, undertakings, obligations and terms and conditions herein contained, the parties hereto have agreed and stipulated as follows:

I. PRINCIPAL AGREEMENT OF THE PARTIES

The **SECOND PARTY** shall hire and employ select and qualified teachers of the **FIRST PARTY** as **SERVICE CONTRACTORS**, subject to the conditions provided further herein, and under a "**Contract of Service**" a sample of which is hereto provided as **Annex "A"**.

II. SPECIFIC SCOPE OF THE AGREEMENT

a) The **FIRST PARTY** shall:

1. Recommend and endorse to the **SECOND PARTY** the teachers who will carry out its free childhood education classes for pre-schoolers within the City of Mandaluyong who shall be subjected to the screening procedures by the **SECOND PARTY**.

2. Have direct and immediate supervision of the teachers or Service Contractors in the performance of the latter's duties in conducting pre-school classes.

3. Continually and periodically provide the teachers or Service Contractors orientations, trainings, seminars, and evaluations for the proper implementation of the objectives and processes of its educational program.

4. Allow the teachers and Service Contractors to directly obtain their compensation from the **SECOND PARTY** and to maintain or without any loss of their allowances, **compensations**, benefits, seniority rights, and other privileges.

5. Coordinate with the **SECOND PARTY** in determining and implementing *policy guidance and directions to ensure proper execution of the program*, such as by advising the **SECOND PARTY** the content and scope of its learning modules and materials for the program.

6. Conduct the program by continually providing free classes and use of government facilities.

7. Render periodic **report/assessment** of the program and evaluation reports on the teachers or Service Contractor as deemed necessary.

8. Coordinate with the **SECOND PARTY** the schedules of its classes, the hours or work, and other details regarding for duties and obligations of the teachers or Service Contractors.

9. Schedule periodic or regular coordination meetings with the City supervisors or superiors of the teachers or Service Contractors from the **SECOND PARTY** for updates on the program and the performance of each of the teachers or Service Contractors, or to regularly involve representatives of the **SECOND PARTY** to take part in any school or corporate meetings or functions.

10. See to it that the teachers and Service Contractors shall conduct themselves befitting and consistent with the ethical standards of any persons rendering service to the public.

11. Immediately inform and recommend from withdrawal from City employment any teacher or JO contractors who has retired, resigned or abandoned his or her work or to recommend the imposition of disciplinary actions that have been found to have misbehaved and/or act in defiance to existing standards, rules, and regulations of any of the parties herein.

b) The **SECOND PARTY** shall:

1. Screen the teachers recommended and endorsed by the **FIRST PARTY** for possible engagement as Service Contractors, and see to it that only those who shall be engaged are qualified, having all the qualifications and none of the **disqualifications** of being City employees.

2. Provide all the compensations and benefits entitled to Service Contractors once the recommended or endorsed teachers have been deemed qualified.

3. Have the right to oversee and evaluate the performance of the teachers or Service Contractors from time to time in coordination with the **FIRST PARTY**.

4. Have the right to initiate disciplinary proceedings intended for the suspension, withdrawal or termination of the teacher or Service Contractor from the educational program or other forms of sanctions, in case the teacher or Service Contractor commits any act prejudicial to the City or to public service in general or any violation of civil service rules and standards.

III. DURATION OF EMPLOYMENT

The duration of the engagement of the teachers as Service Contractors of the City shall be subject to civil service rules and regulations, or while this Agreement or the free educational pre-school classes in Mandaluyong City subsist.

IV. FREE AND HARMLESS CLAUSE

1. The **SECOND PARTY** shall not be held responsible for whatever untoward incidents, physical or otherwise, which may occur to the pre-school student or to any teacher or Service Contractor while in the performance of their duties while they are under the watch of the **FIRST PARTY** during the program.

2. The **FIRST PARTY** shall hold the **SECOND PARTY** free and harmless against any damages, losses or injuries which may be caused upon any property of the **SECOND PARTY** and/or third parties during the subsistence of the program.

V. MUTUAL REPRESENTATIONS AND WARRANTIES

1. The parties and their respective signatories hereto confirm that they have the legal capacity and full power to execute, deliver and perform their respective

obligations in/pursuant to this Agreement, and each party may rely fully on these representations and warranties for purposes of enforcement of this Agreement.

2. It is mutually understood and agreed that the hiring of the teachers or Service Contractors does not create an employer-employee relationship with the **SECOND PARTY**; that the services rendered are not considered and will not be accredited as government services; and that the former shall not be entitled to benefits and compensations enjoyed by the employees of the **SECOND PARTY**.

VI. AMENDMENTS

This Agreement may be revised, amended, or modified only through a written instrument duly executed and mutually signed by both parties.

VII. EFFECTIVITY

The Agreement shall take effect upon its signing by both parties.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be signed by their duly authorized representatives this _____ day of _____, 2018 at Mandaluyong City, Philippines.

**HEADSTART SCHOOLS OF
MANDALUYONG INCORPORATED**

**CITY GOVERNMENT OF
MANDALUYONG**

By:

By:

CELIA G. LAZARO
First Party

HON. CARMELITA A. ABALOS
Second Party

SIGNED IN THE PRESENCE OF:

Witness

Witness

Witness

Witness

Republic of the Philippines)
City of Mandaluyong)Sc.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the City of Mandaluyong, personally appeared:

Names	CTC Nos/I.D. Nos.	Date/Place Issued
Celia G. Lazaro		
Carmelita A. Abalos		

known to me and to me known to be the same persons who executed the foregoing Agreement and acknowledged to me that the same is their free and voluntary act and deed.

This Agreement consists of five (5) pages including this page whereon this Acknowledgement appears.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my notarial seal this ____ day of _____, 2018 at Mandaluyong City.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2018.

CONTRACT OF SERVICE
**(FOR TEACHERS OF HEADSTART OF
MANDALUYONG INCORPORATED)**

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Service is made, executed, and entered into this _____ day of _____ 2018 in Mandaluyong City, Philippines, by and between:

The **CITY GOVERNMENT OF MANDALUYONG**, a local government unit duly organized under the Republic of the Philippines, with office address at Executive Bldg., City Government Complex, Maysilo Circle, Brgy. Plainview, Mandaluyong City; herein represented by its Chief Executive, **HONORABLE CARMELITA A. ABALOS**, City Mayor and hereinafter referred to as the "**FIRST PARTY**";

-- and --

Mr./Mrs./Ms. _____,
of legal age, Filipino, and with postal/residence address at _____,
_____ and hereinafter referred
as the "**SECOND PARTY**";

WITNESSETH, THAT:

WHEREAS, the **FIRST PARTY** recognized and acknowledged the services volunteered by the **SECOND PARTY** to teach in the free childhood educational classes for pre-schoolers age 3-5 years old conducted by the Headstart of Mandaluyong Incorporated;

WHEREAS, the said classes conducted by Headstart of Mandaluyong Incorporated has been deemed as an extension and adoption of the programs of the **FIRST PARTY** as one of its priority educational and service projects, and currently held in cooperation with certain barangays in the City of Mandaluyong;

WHEREAS, the **FIRST PARTY** desires to reward the services offered by the **SECOND PARTY** as the latter devote his/her time, skills, and efforts to provide quality education in line with the projects and programs of the **FIRST PARTY** through Headstart of Mandaluyong Incorporated;

WHEREAS, the **FIRST PARTY** will compensate the services rendered by the **SECOND PARTY** by giving the latter a monthly allowance/honorarium in consideration of his/her time, skills and efforts.

WHEREAS, the **FIRST PARTY** and the **SECOND PARTY** recognize the complimentary nature of their respective duties and obligations in the service of the City.

TERMS AND CONDITIONS:

1. The **FIRST PARTY** hereby engages the services of the **SECOND PARTY** who hereby accepts the employment or engagement for a period of _____ (____) months from _____ to _____.

which may be terminated earlier by the **FIRST PARTY** or the **SECOND PARTY** upon serving written notice to the other party at least fifteen (15) days prior to the intended date of termination;

2. The **SECOND PARTY** shall ensure that he/she shall carry out the free childhood educational classes for pre-schoolers of Headstart of Mandaluyong Incorporated within the City of Mandaluyong as teachers to children from 3-5 years old, under the latter's direct supervision.

3. The **SECOND PARTY** hereby attests that he/she is not related within the fourth degree of consanguinity or affinity to the: (a) hiring authority and/or (b) representative of the **FIRST PARTY**; that he/she has not been previously dismissed from any government service by reason of an administrative offense; that he/she has not already reached the compulsory retirement age of sixty-five (65) years old;

4. The **FIRST PARTY** acknowledges and affirms that the terms of the services that shall be offered to the **SECOND PARTY** pursuant to this Contract is for a fixed period and that the engagement of the **SECOND PARTY** shall automatically be terminated upon the expiration of the fixed term stipulated in this Contract;

5. The **SECOND PARTY** shall perform such other duties and responsibilities as may be assigned by the concerned office/s of the **FIRST PARTY** in relation to his/her work;

6. The **SECOND PARTY** shall perform his/her functions to the best of his/her knowledge, ability, fidelity, and good faith;

7. The **FIRST PARTY** shall have the right to prescribe the qualifications and continuing requirements that must be possessed by the **SECOND PARTY**, apart from those that may be imposed by the latter;

8. The **FIRST PARTY**, through its concerned departments or offices, shall orient and acquaint the **SECOND PARTY** on the terms, conditions, rules and regulations that are applicable and shall be fully observed by the **SECOND PARTY** during and for the entire duration of his/her engagement with the respective department or office of the **FIRST PARTY** including the department or office's policies, rules, and regulations;

9. For the services rendered by the **SECOND PARTY**, the **FIRST PARTY**, shall pay the **SECOND PARTY** the sum of _____ Pesos (PhP _____) per month as monthly allowance/honorarium of the **SECOND PARTY**;

10. The **FIRST PARTY** and the **SECOND PARTY** agree that in case of any action arising out of this Contract, any venue of action shall be solely and exclusively restricted in the proper courts of Mandaluyong City;

11. This Contract does not create an employer-employee relationship between the **FIRST PARTY** and the **SECOND PARTY**, and that the services rendered are not considered and will not be accredited as government service; and that the **SECOND PARTY** is not entitled to the benefits enjoyed by the other employees of the **FIRST PARTY**.

IN WITNESS WHEREOF, the parties have hereto caused this Contract to be signed this _____ day of _____, 2018 at Mandaluyong City, Philippines.

**CITY GOVERNMENT OF
MANDALUYONG**

By:

HON. CARMELITA A. ABALOS
First Party

Second Party

SIGNED IN THE PRESENCE OF:

Witness

Witness

Republic of the Philippines)
City of Mandaluyong)Sc.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the City of Mandaluyong, personally appeared:

Names	CTC Nos./I.D. Nos.	Date/Place Issued
Carmelita A. Abalos		

known to me and to me known to be the same persons who executed the foregoing Agreement and **acknowledged** to me that the same is their free and voluntary act and deed. This Contract consists of three (3) pages including this page whereon this Acknowledgement appears.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my notarial seal this _____ day of _____, 2018 at Mandaluyong City.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2018.

NOTARY PUBLIC