



Republic of the Philippines
DEPARTMENT of AGRARIAN REFORM

MEMORANDUM CIRCULAR NO. 01
Series of 2004

Subject: Rationalizing the Management, Administration and Operations of the DAR Gymnasium

I. Rationale:

The DAR Gymnasium was established to provide a space where the DAR employees can hold their social, cultural, spiritual, sports and other activities that are geared towards attaining harmonious relationships and enhance the employees' welfare and productivity, thereby, contributing to the achievement of an improved, efficient and effective bureaucracy.

For an effective and efficient management, administration and operations of the gymnasium, the DAR Employees Association (DAREA) National Office is hereby directed to take charge of the over-all management, administration and operation of the DAR Gymnasium that covers the sports facilities like the basketball, lawn tennis, badminton, volleyball, body building facilities and other sports amenities.

II. Objective:

To provide a sports center where the DAR employees can conduct their social, cultural, spiritual, sports and other activities that can contribute to the attainment of conducive working atmosphere; harmonious relationships and enhance as well the welfare and productivity of the government service sector.

III. General Policies:

1. The DAR Gymnasium shall be for the priority use of the DAR employees in their social, cultural, spiritual, sports and other activities.
2. The management, administration and operation of the DAR Gymnasium shall be the responsibility of the DAR Employees Association (DAREA) National Office.

3. As the over-all incharge in the management and operation of the said gymnasium / sports facilities, DAREA National Office shall be responsible in ensuring orderliness and cleanliness of the DAR Gymnasium including the implementation of guidelines and procedures on the proper use of the sports facilities / amenities.
4. The DAR Gymnasium may be rented out to other government agencies and private offices / individuals provided that its use will not in any way affect or hamper the activities of the DAR employees.
5. All proceeds from the rental fees on the use of the DAR Gymnasium shall be for the minor maintenance of the gymnasium and for the educational loan assistance program of the DAR Employees Association.
6. The DAR Employees Association (DAREA) National Office shall submit to the DAR Management through the Director of Administrative Service, a quarterly report of collections / proceeds / disbursements.
7. The DAR Management will be responsible for the major repair of the gymnasium and the procurement of requirements of equipments / supplies that shall be approved by the Director of the Administrative Service.

IV. Procedures on Scheduling / Accommodation:

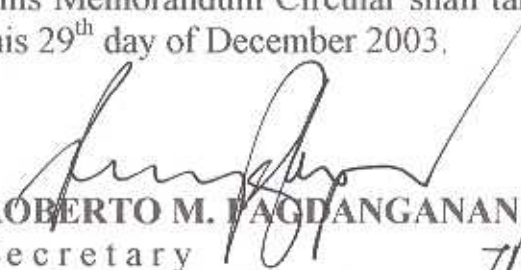
1. Reservation for the use of the gymnasium should be made five (5) days before the actual date and should be in writing and addressed to the DAR Employees Association (DAREA) National Office through the National President.
2. The Executive Officers of the DAR Employees Association (DAREA) National Office will take charge of the booking and scheduling and the notification to the end-user.
3. All sports activities should be properly coordinated with the National Executive Officers of the DAR Employees Association (DAREA) National Office for the scheduling of games.
4. Use of the gymnasium by other government agencies / private entities should not exceed one (1) week.
5. A fee of P500 will be charged from the end-users (by other government offices and private entities) for the half-day use of the gymnasium while the amount of P1,000 will be charged for its whole day use.
6. Fees for the use of the basketball, lawn tennis, volleyball and badminton facilities shall be P200 per hour.


V. Management of Funds:

1. Collection for the day shall be deposited to the Educational Loan Assistance Fund of the Association at the LPB Philcoa Branch.
2. The DAREA National Treasurer and Assistant Treasurer shall deposit all collections for the day and shall take charge of the preparation of quarterly financial report.
3. The DAREA National President shall be responsible in the preparation of the monthly accomplishment reports. Withdrawal for any minor maintenance of the covered court shall be approved by the DAREA National President and the Director for Administrative Service and all cheque shall be signed by the DAREA National President and DAREA National Treasurer.
4. Quarterly financial and accomplishment reports shall be submitted to the Director of the Administrative Service, copy furnished the Undersecretary of Finance, Management and Administration Office (FMAO).

VI. Effectivity:

This Memorandum Circular shall take effect immediately upon its approval this 29th day of December 2003.


ROBERTO M. MAGDANGANAN
Secretary



MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS

This Memorandum of Understanding is made and entered into this 29th day of December 2003 in Quezon City, Philippines, by and between:

DEPARTMENT OF AGRARIAN REFORM, an instrumentality of the Republic of the Philippines, with office address at DAR Main Building, DARCO Compound, Elliptical Road, Diliman, Quezon City, duly represented by its Department Secretary, **HONORABLE ROBERTO M. PAGDANGANAN**, is herein referred to as **DAR**

and

DEPARTMENT OF AGRARIAN REFORM EMPLOYEES ASSOCIATION, a legitimate public sector labor organization duly organized and registered at the Department of Labor and Employment under and by virtue of Certificate of Registration No. 508 dated 25 March 1997 and Civil Service Commission under Certificate of Accreditation No. 22 dated 3 August 2003, with principal office at the DAR Compound, Elliptical Road, Quezon City, represented by its National President, **MS. VIOLETA M. BONILLA**, is hereinafter referred to as the **DAREA**

WITNESSETH:

WHEREAS, pursuant to the 1st Collective Negotiation Agreement signed by and between the DAR and DAREA on 16 August 2001, the PARTIES have mutually agreed to establish a working environment that will promote harmonious relationship between them and enhance the employees' welfare and productivity and contribute to the attainment of an improved, effective and efficient delivery of service;

WHEREAS, in accordance with Article III, Section 11, of the 1st Collective Negotiation Agreement, the DAR agreed to allow and support the social, cultural, spiritual, sports and economic activities of DAREA;

WHEREAS, in the said Collective Negotiation Agreement, the PARTIES agreed to recognize the basic rights of all workers on living wage, security of tenure and humane working conditions;

WHEREAS, in recognition of DAREA's effort to advance the general welfare and interest of its members including their aspiration of having a sports facility, DAR has assisted DAREA in the realization of its long dream by constructing a covered court;

WHEREAS, in acknowledgment of DAREA's contribution to the attainment of harmony in the workplace and the over-all accomplishment of the vision, mission and objectives of the Department, DAR agrees to designate DAREA as the over-all in-charge in the supervision and management of the covered court upon its completion;

WHEREAS, both **PARTIES** agree that the said court shall also be used as venue for conduct of meetings and other activities of the principal stakeholders of DAR, the farmer-beneficiaries;

WHEREAS, DAR agrees that DAREA may have the covered court be rented to other government employees and / or private individuals or corporations provided that its use will not in anyway affect or hamper the activities of the DAR employees;

WHEREAS, DAR agrees that the proceeds derived from the rent of the covered court will be used as source of funds for the minor maintenance of the covered court and for DAREA's Educational Loan Assistance Program;

WHEREAS, both **PARTIES** agree to take shared responsibility in ensuring the maintenance and orderliness of the said covered court;


NOW THEREFORE, in view of the foregoing premises and of the stipulations and covenants hereinafter set forth, the DAR and DAREA have **AGREED** and do hereby **AGREE** to enter into Memorandum of Agreement for the management of the DAR Covered Courts, under the following terms / conditions and shared responsibilities:

1. As the over-all in-charge in the supervision and management of the covered court, DAREA shall be responsible in ensuring orderliness and proper use of the sports facility including the implementation of the guidelines and procedures;
2. That DAREA shall submit to the DAR Management periodic report of collections of dues / fees from end-users outside DAR;
3. That DAREA shall use the proceeds in the minor maintenance of the covered court and for the Educational Loan Assistance Program of the Association;
4. That DAR Management will be responsible in the major repair / renovation / maintenance of the covered court;

IN WITNESS WHEREOF, the Parties hereto have set their hands on the same date and place above-mentioned.

DAR EMPLOYEES
ASSOCIATION (DAREA)

DEPARTMENT OF AGRARIAN
REFORM (DAR)

By:

VIOLETA M. BONILLA

By:

HON. ROBERTO M. PAGDANGANAN

SIGNED IN THE PRESENCE OF:



ACKNOWLEDGEMENT

Republic of the Philippines)
Quezon City) S.S.

BEFORE ME, this ^{15th}~~29th~~ day of ^{January}~~December~~ 200~~4~~, in Quezon City, Philippines, personally appeared:


Name	Res. Cert. No.	Issued on:	Issued at:
Roberto M. Pagdanganan	<u>16341961</u>	<u>2/29/03</u>	<u>Calumpit, Bul.</u>
Violeta M. Bonilla	<u>14314658</u>	<u>1/7/03</u>	<u>Q.C.</u>

Known to me to be the same persons who executed the foregoing instrument, and they acknowledge to me that the same is their free act and deed.

This instrument consisting of (3) three pages, including this page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by HONORABLE ROBERTO M. PAGDANGANAN and MS. VIOLETA M. BONILLA and their witnesses, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand, the day, year and place above-mentioned.

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ATTY. BENJAMIN T. BAUL, JR.
NOTARY PUBLIC
UNTIL DEC. 31, 2004
PTR NO. 49789416 1-5-01 **Q.C.**
IBP NO. 590742 **Q.C.**