

REPUBLIC OF THE PHILIPPINES
PROVINCE OF ILOCOS NORTE
MUNICIPALITY OF DINGRAS

**EXCERPT FROM THE MINUTES OF THE SIXTY FIRST (61ST) REGULAR SESSION
OF THE TENTH (10TH) SANGGUNIANG BAYAN OF DINGRAS, ILOCOS NORTE HELD
AT THE SANGGUNIANG SESSION HALL ON OCTOBER 18, 2017**

Members Present:

Hon. Joefrey P. Saguid	Presiding Officer
Hon. Ruben C. Marcos,	SB Member
Hon. Lester S. Ballesteros,	SB Member
Hon. Elsie P. Garces,	SB Member
Hon. Nathaniel Ruben P. Taylan	SB Member
Hon. Charles L. Tadena,	SB Member
Hon. Rowena Celerina P. Verzosa,	SB Member
Hon. Benigno B. Dela Cruz	SB Member
Hon. Enriqueto J. Cañete Jr.,	SB Member

Member/s Absent:

Hon. Jimmy T. Aguinaldo	Liga President (Ex-Officio Member)
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RESOLUTION NO. 2017-10-228

A RESOLUTION TO AUTHORIZE THE LOCAL CHIEF EXECUTIVE TO ENTER INTO A MEMORANDUM OF AGREEMENT FOR AND IN BEHALF OF THE MUNICIPALITY OF DINGRAS, ILOCOS NORTE WITH SUYO NATIONAL HIGH SCHOOL REPRESENTED BY MR. PACIANO E. CID, SCHOOL PRINCIPAL I, FOR THE IMPLEMENTATION OF K-12 SENIOR HIGH SCHOOL PROGRAM.

Sponsor: Committee on Education

WHEREAS, K-12 Industry Immersion Program of the Department of Education is designed to expose students to the actual workplace setting and to enrich the competencies provided by the school;

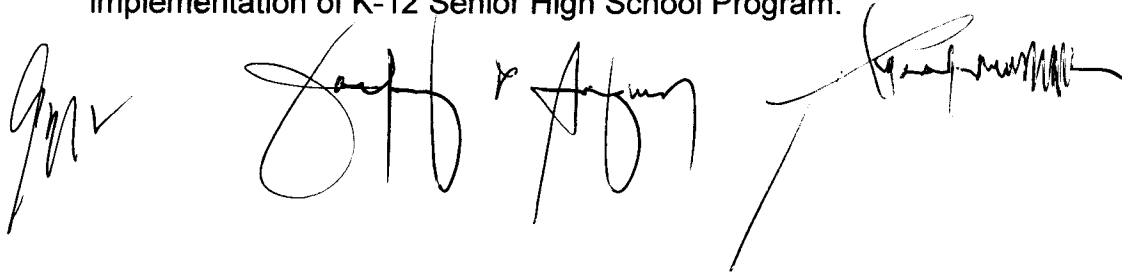
WHEREAS, the Suyo National High School would like to establish a partnership with this local government unit in order to realize the above-stated objective;

WHEREAS, Sec. 22(c) of the Local Government Code defines the power of the Sangguniang Bayan to legalize the authority of the Local Chief Executive to enter into whatever contract concerning the local government unit;

WHEREAS, there is a need to authorize the Local Chief Executive to enter a Memorandum of Agreement with the Suyo National High School for the effective implementation of the Work Immersion Program of the said school;

WHEREFORE, on motion of Hon. Rowena Celerina P. Verzosa duly seconded by Hon. Nathaniel Ruben P. Taylan, it was

RESOLVED, as it is hereby resolved to authorize the Local Chief Executive to enter into a Memorandum of Agreement for and in of the Municipality of Dingras, Ilocos Norte with Suyo National High School represented by Mr. Paciano E. Cid, School Principal I, for the implementation of K-12 Senior High School Program.



RESOLVED FINALLY, to authorize the SB Secretary to transcribe this resolution and furnish copies to all authorities concerned for their information.

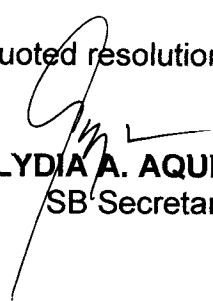
APPROVED:

Voted in favor: Hon. Ruben C. Marcos, Hon. Lester S. Ballesteros, Hon. Elsie P. Garces, Hon. Charles L. Tadena, Hon. Nathaniel Ruben P. Taylan, Hon. Rowena Celerina P. Verzosa, Hon. Benigno B. Dela Cruz, Hon. Enrique J. Cañete Jr.

Voted against: N o n e

Abstention: N o n e

I HEREBY CERTIFY to the correctness of the above-quoted resolution.


LYDIA A. AQUINO
SB Secretary

ATTESTED:


JOEFREY P. SAGUID
Presiding Officer

APPROVED:


ERDIO E. VALENZUELA
Mayor

OCT 25 2017



OFFICE OF THE MAYOR

October 11, 2017

The Honorable MEMBERS OF THE SANGGUNIANG BAYAN
Dingras, Ilocos Norte

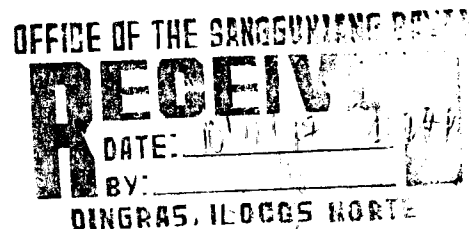
Thru: **THE HONORABLE PRESIDING OFFICER**

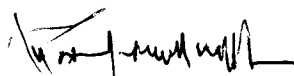
Your Honors:

Please be advised that by virtue of the authority vested upon me by the Rules of the Sangguniang Bayan of the Municipality of Dingras, I have certified to the urgency of a draft Municipal Resolution entitled:

A RESOLUTION TO AUTHORIZE THE LOCAL CHIEF EXECUTIVE TO ENTER INTO A MEMORANDUM OF AGREEMENT FOR AND IN BEHALF OF THE MUNICIPALITY OF DINGRAS, ILOCOS NORTE WITH SUYO NATIONAL HIGH SCHOOL REPRESENTED BY MR. PACIANO E. CID, SCHOOL PRINCIPAL I, FOR THE IMPLEMENTATION OF K-12 WORK IMMERSION PROGRAM

and accordingly recommend that it be acted upon immediately under the Rules of the Sangguniang Bayan on urgent measures and requesting the Committee on Education as sponsor.




ERDIO E. VALENZUELA
Municipal Mayor



OFFICE OF THE MAYOR

October 11, 2017

The Honorable MEMBERS OF THE SANGGUNIANG BAYAN
Dingras, Ilocos Norte

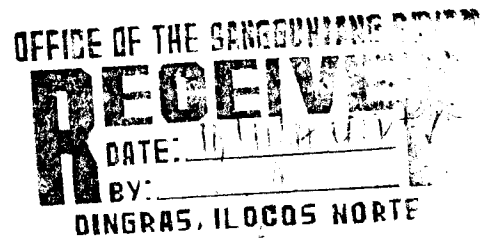
Thru: **THE HONORABLE PRESIDING OFFICER**

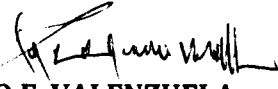
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and accordingly recommend that it be acted upon immediately under the Rules of the Sangguniang Bayan on urgent measures and requesting the Committee on Education as sponsor.




ERDIO E. VALENZUELA
Municipal Mayor

Date

Local Government Unit

MEMORANDUM OF AGREEMENT FOR WORK IMMERSION PARTNERSHIP

This Memorandum of Agreement is entered into this 9th of October, 2017 in Dingras, Ilocos Norte, by and between:

The **SUYO NATIONAL HIGH SCHOOL**, with School Identification Number **320810**, a public high school, with principal address at Brgy. Suyo, Dingras, Ilocos Norte, represented in this Agreement by its School Principal I, **Mr. PACIANO E. CID**, Filipino Citizen, of legal age, and hereinafter referred to as the **SCHOOL**;

- and -

The **Municipality of Dingras**, Province of Ilocos Norte, of the Republic of the Philippines, with principal address at Brgy. Madamba, Dingras, Ilocos Norte, represented in this Agreement by its, Municipal Mayor, **HON. ERDIO E. VALENZUELA**, Filipino Citizen, of legal age, hereinafter referred to as the "**LGU**".

WITNESSETH:

WHEREAS, the Department of Education of the Philippines, hereinafter referred to as "**DepEd**", is the primary government instrumentality mandated to formulate, implement, and coordinate policies, plans, programs and projects in the areas of formal and non – formal basic education; supervise all elementary and secondary education institutions, including alternative learning systems, both public and private; and provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development;

WHEREAS, the DepEd has introduced the K to 12 basic education reform program that includes Senior High School, hereinafter referred to as "**SHS**", with the major objective of ensuring that graduates of basic education are ready for employment, entrepreneurship and higher learning;

WHEREAS, the SHS curriculum can be customized at the local levels to take into consideration the needs of local industries and labor market;

WHEREAS, the DepEd believes that for the effective delivery of SHS instruction, there is a need for **school – industry partnerships** that will provide the school the necessary expertise and venue for practical, **on – the – job, enterprise – based training** for SHS learners;

WHEREAS, the DepEd had start full implementation of SHS in School Year 2016 – 2017;

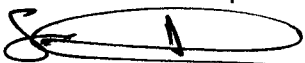
WHEREAS, the SCHOOL is among those that will offer SHS to students in the community to carry out DepEd's objectives for SHS as spelled out above;

WHEREAS, to achieve this objective, the SCHOOL needs to enter into a **Work Immersion Partnership with the LGU**;

WHEREAS, the LGU operates in the area where the School is located and has offices, facilitates, project sites, and expertise that it can make available to the School for purposes of student work immersion;

WHEREAS, the LGU considers going into a work immersion partnership with the School as part of its mission to create a positive impact on the community, especially the young people;

WHEREAS, the institutionalization of the K to 12 program is among the priority programs of the Government for promoting inclusive growth;



WHEREAS, the LGU is encouraged to fully support the successful implementation of the K to 12 Program of the Department of Education as stated in Paragraph 4, section 2 of the Republic Act 9155 or “Governance of Basic Education Act of 2001”;

WHEREAS, the LGU recognizes the need for a work immersion environment that is safe for the students and teachers, and conducive to learning, and has the capability to provide these;

WHEREAS, the SCHOOL, and the LGU, hereinafter collectively referred to as “**PARTIES**” undertake to collaborate towards the successful implementation of the Senior High School in the **Municipality of Dingras, Province of Ilocos Norte**, cognizant of the need for special protection of the child and with the best interest of the SHS learner at heart;

WHEREAS, THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** hereby agree as follows:

DESCRIPTION ON THE WORK IMMERSION PROGRAM

With the passage of the Enhanced Basic Education Act of 2013 or Republic Act 10533, the DepEd was tasked to implement the K to 12 Program, essentially adding two (2) years of specialization within the Basic Education System;

The DepEd designed the implementation of RA 10533 within the framework of increased community involvement in the learner’s experience;

With this premise, the DepEd, offers venues for various stakeholders to participate in the implementation of RA 10533 and, the same offer, accepted by the **PARTIES**, herein;

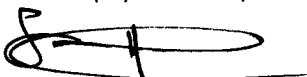
The Work Immersion Program is one of the **course requirements** for graduation. A SHS student has to undergo work immersion in a business organization or establishment with work requirements related to the specialization. Through work immersion, the students are exposed to and are familiarized with the work – related environment related to their field of specialization. Specially, the students are able to:

1. Gain relevant and practical industrial skills under the guidance of industry experts and workers;
2. Appreciate the importance and application of the principles and theories taught in the classroom;
3. Enhance their technical knowledge and skills;
4. Prepare them to meet the needs and challenges of employment, entrepreneurship, or higher education after their graduation.

I. OBJECTIVES OF THE WORK IMMERSION PARTNERSHIP

The work immersion Partnership has the following objectives:

1. To supplement the formal curriculum of the SHS program with special inputs coming from the LGU experts and practitioners in order to make the SHS program aligned and consistent with work standards.
2. To develop in the students of the SHS program the knowledge and skills that are relevant to the needs of the job market in the area.
3. To provide SHS students relevant learning experiences by giving them exposure to the actual workplace setting.
4. To form Work Immersion Partnership between SCHOOL and the LGU, the students, faculty, and staff of the schools concerned will be allowed the use of and access to the LGU workplace and equipment as part of their Work Immersion Program.



II. RESPONSIBILITIES OF THE PARTIES

A. Joint responsibilities

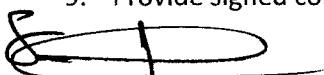
Both the **SCHOOL** and the **LGU** shall:

1. Create a joint working group that will prepare the action plan to operationalize the partnership.
2. Form a joint steering committee to monitor the progress of the partnership and to make sure that the provisions of this Memorandum of Agreement (MOA) are met.
3. Adhere to all laws, memoranda and circulars pertaining to child protection.
4. Develop the students' Work Immersion module specifying goals and objectives, desired outcomes of the program and how these outcomes will be achieved, also noting the specific knowledge, skills, attitudes and competencies that the student should acquire after completing the program.
5. Develop a Work Immersion Daily Schedule of Activities that will be followed by the students during the whole duration of the Work Immersion Program inside the LGU.
6. Formulate local school work immersion policies and guidelines on selection, placement, monitoring and assessment of students (immersion participants), in order to ensure that each student is assigned to an immersion partner matched to his/her desired track, qualifications and aptitude.

A. Responsibilities of the School

The **SCHOOL** shall:

1. Identify and indicate the SHS track/s, strand/s, and/or specialization/s which will be the subject of the partnership.
2. Make the needed adjustments to contextualize the SHS subjects based on inputs coming from the LGU.
3. Designate a person who will be in – charge of coordinating with the LGU and supervising the activities of the students for the duration of the Work Immersion Program.
4. Continue to exercise its Special Parental Authority under the Family Code over the Senior High School student under immersion in the premises of the partner.
5. Monitor each student's progress throughout the duration of the entire work immersion program so as to make sure that the tasks assigned to each student are meaningful, challenging, and applicable to his/her particular programs and are able to maximize the quality of the learning experience.
6. Provide the LGU an evaluation tool for the students' immersion performance.
7. Issue a final grade to the student upon completion of the requirements within the prescribed period.
8. Ensure that the student will adhere to the non – disclosure policies of the LGU as agreed to by the School.
9. Provide signed consent forms from the parents as applicable.



10. Provide the LGU a Certificate of Participation in the SHS program for whatever purpose it may serve.
11. Execute a deed of acceptance as a way of recognizing and acknowledging the donation/s received from the LGU.

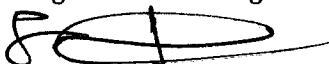
The LGU shall:

1. Assign a competent Immersion Coordinator from the LGU to liaise with the School and supervise the students without prejudice to the special parental authority of the school, its administrators and teachers for the duration of the work immersion program so as to ensure efficient implementation of all stages of the program.
2. Provide inputs into the curriculum through the discussions or workshops that DepEd will organize.
3. Lend its expertise by making available its resident resource persons to provide training to the students.
4. Allow the students to be deployed to the different sections/departments/project sites of the LGU based on the Work Immersion Daily Schedule of Activities.
5. Agree to the required number of hours immersion program set under DepEd SHS curriculum.
6. Provide immersion opportunities for Technical Vocational Livelihood Strand (TVL) / Agri-Fishery / Organic Agriculture NC II students for School Year 2017–2018.
7. Provide students with orientation about the LGU, the job as well as expose them to the various stakeholders of the community in which it operates for the students to get a holistic understanding of the LGU.
8. Similarly ensure that students undergo training related to their course, and provide the students with work or activities that are varied and applicable to their field of study.
9. Make its workplace and facilities available to students, and shall similarly take all necessary action to ensure the safety of students within their areas of operation at all times, which shall include, but not be limited to, the provision for Personal Protective Equipment (PPE's), if applicable. Ensure that the students will not be exposed to hazardous materials and working environment throughout the duration of the immersion.
10. Evaluate students' performance in the immersion venue by accomplishing provided evaluation tool.
11. Issue a Certificate of Completion to the student trainees upon satisfactory compliance with all requirements of the program.

III. EFFECTIVITY

This agreement shall hold for the duration of the 2017 - 2018 Academic School Year and is renewable every year. The **LGU** and the **SCHOOL** shall submit their intention for renewal of this agreement through formal notice within thirty (30) days before the expiration of this Agreement.

The **LGU** and the **SCHOOL** reserve their respective rights to terminate their participation in the agreement through formal written notice within thirty (30) days before the affectivity of the



termination. Both parties shall turnover all deliveries agreed thereto in the Work Immersion Program. Termination shall be subjected to the mutual agreement between the parties.

IV. LIABILITY

The school, its administrator and teachers exercising authority and supervision over the Senior High School Student undergoing immersion in the premises of the partner may be held accountable for the student's acts.

Each party shall answer for losses and damages arising from any accident, act, or omission directly attributable to its fault or negligence, which may cause death or bodily injury to any persons, or loss or damage to property, by or on account of the performance of the respective obligations by the parties pursuant to this Agreement. Such responsibility shall continue to remain that of the responsible party's even after the termination of this agreement, if such losses and damages were incurred during the affectivity of this agreement.

DepEd shall not be liable for opportunity losses of the **LGU** during the duration and after the termination of this Agreement.

V. NON – DISCLOSURE

It is expressly understood by DepEd and the students that all information on technology, manufacturing process, process standards, quality assurance methodologies, quality standards, production capabilities, raw material purchasing, marketing, finance, and all other related documents, manuals, operational and technical matters that the Company shall make available to them shall be used for the sole purpose of student training. All of these matters are classified as confidential in nature and propriety to the LGU and thereby each student hereby undertakes to prevent transfer of such information by any of its members to any party outside of the Company.

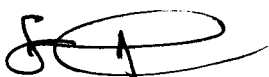
VI. OTHER PROVISION

It is expressly understood by the PARTIES that the **LGU** is not obliged to pay wage or salary since there is no employer – employee relationship that exists. However, the **LGU** is not precluded from providing the student with any monetary or financial assistance in the form of transportation fee, food allowance, etc.

In determining the existence of an employer – employee relationship, the following elements are considered: (1) the power to hire; (2) the payment to wages; (3) the power to dismiss; and (4) the power to control the employee's conduct, with the control test generally assuming primacy in the overall consideration.


No employer – employee relationship exists between the student and the partner in work immersion if all the following criteria are met:

1. The training, even though it includes actual operation of the employer's facilities, is similar to training provided in an educational program;
2. The training is for the benefit of the student;
3. The student does not displace regular employees, and works under close supervision;
4. The students are not entitled to a job at the conclusion of the training period and are free to take jobs elsewhere in the same field;
5. Any clinical training is performed under the supervision and direction of people who are knowledgeable and experienced in the activity;
6. The training is general, and qualifies the student to work in any similar business. It is not designed specifically for a job with the employer that offers the program;



7. The screening process for the immersion program is not the same as for employment, and does not appear to be for that purpose. The screening only uses criteria relevant for admission to an independent educational program; and
8. Advertisements, posting, or solicitations for the program clearly discuss education or training, rather than employment, although employers may indicate that qualified graduates may be considered for employment.

FOR THE SCHOOL:


PACIANO E. CID
Principal I

FOR THE LGU:

ERDIO E. VALENZUELA
Municipal Mayor

WITNESSED BY:


AMIEL DEXTER B. SARMIENTO
Head Teacher III

CORNELIO T. BALBESINO
Municipal Agriculture Officer

APPROVED:

VILMA D. EDA, CESO VI
Schools Division Superintendent
Schools Division of Ilocos Norte

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
MUNICIPALITY OF Dingras) ss.

BEFORE ME this _____, _____ personally appeared:

Name	CTC No./ Passport No.	Date and Place Issued
MR. PACIANO E. CID School Principal I Suyo National High School		
HON. ERDIO E. VALENZUELA Municipal Mayor Municipality of Dingras		

Known to me and to me known to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free and voluntary act and deed. This Memorandum of Agreement consist of _____ pages including this page in which this acknowledgement is written, signed by the parties in their instrumental witnesses each and every page thereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date at the place first written above.

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