

REPUBLIC OF THE PHILIPPINES
PROVINCE OF ILOCOS NORTE
MUNICIPALITY OF DINGRAS

**EXCERPT FROM THE MINUTES OF THE SIXTY SECOND (62ND) REGULAR SESSION
OF THE TENTH (10TH) SANGGUNIANG BAYAN OF DINGRAS, ILOCOS NORTE HELD
AT THE SANGGUNIANG SESSION HALL ON OCTOBER 23, 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. Jimmy T. Aguinaldo	Liga President (Ex-Officio Member)

Member/s Absent:

Hon. Enrique J. Cañete Jr.	SB Member
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RESOLUTION NO. 2017-10-242

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 SAN MARCELINO NATIONAL HIGH SCHOOL REPRESENTED BY MR. DANIEL D. TABILI, 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;

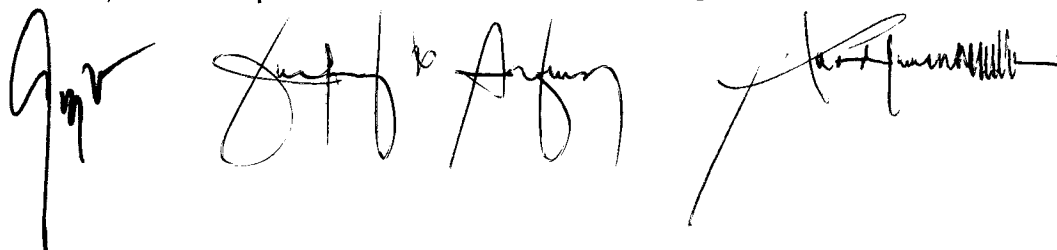
WHEREAS, the San Marcelino National High School would like to establish a partnership with this local government unit in order to realize the above-stated objective;

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 San Marcelino 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. Charles L. Tadena, 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 San Marcelino National High School represented by Mr. Daniel D. Tabili, 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.

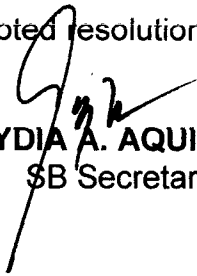
APPROVED:

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. Jimmy T. Aguinaldo

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

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Republic of the Philippines
PROVINCE OF ILOCOS NORTE
MUNICIPALITY OF DINGRAS

OFFICE OF THE MAYOR

October 20, 2017

The Honorable MEMBERS OF THE SANGGUNIANG BAYAN
Dingras, Ilocos Norte

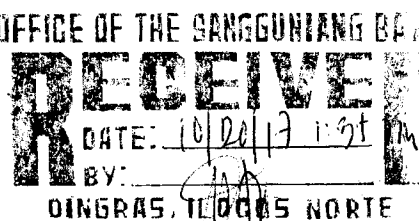
Thru: **THE HONORABLE PRESIDING OFFICER**

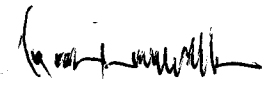
Your Honors:

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 SAN MARCELINO NATIONAL HIGH SCHOOL REPRESENTED BY MR. DANIEL D. TABILI, 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 20, 2017

The Honorable MEMBERS OF THE SANGGUNIANG BAYAN
Dingras, Ilocos Norte

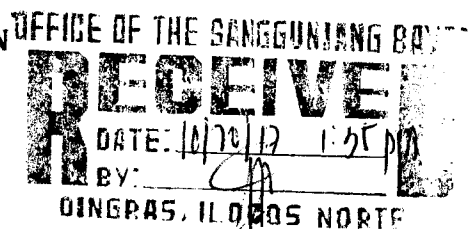
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ERDIO E. VALENZUELA
Municipal Mayor

MEMORANDUM OF AGREEMENT FOR WORK IMMERSION PARTNERSHIP


This memorandum of agreement is entered into this _____ of _____, 20____
in _____, by and between:

The **San Marcelino National High School**, with School Identification Number of **320807**, a public high school with principal address at **San Marcelino, Dingras Ilocos Norte**, represented in this agreement by its **School Principal I DANIEL D. TABILI** Filipino, of legal age, herein after referred to as the **SCHOOL**.


and

 The **Municipality of Dingras, Ilocos Norte**, of the Republic of Philippines, with principal address at **Barangay Madamba, Dingras Ilocos Norte**, and represented in this agreement by its **MAYOR ERDIO E. VALENZUELA**, Filipino, of legal age, hereinafter referred to as the "LGU".

WITNESSETH:

 **WHEREAS**, the Department of Education of the Philippines, herein after 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 nonformal basic education, supervise all elementary and secondary education institutions, including alternative learning system, both public and private, and provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education and relevant to the goals of national development;

WHEREAS, 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 the labor market;

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

WHEREAS, DepEd will start fully implementation of SHS 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, facilities, project sites, and expertise that it can make available to the School purpose of student Work Immersion;

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

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

WHEREAS, the LGU is encourage 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 Act of 2001;

WHEREAS, the LGU recognizes the needs 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 toward the successful implementation of the SHS in San Marcelino Dingras, Ilocos Norte cognizant to the need for special protection of the child and with the best interest of the SHS learner at heart;

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

DESCRIPTION OF THE WORK IMMERSION PROGRAM

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

DepEd designed the implementation of RA 10533 and the same offer, accepted by the PARTIES herein ;

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

1. Appreciate the importance and application of the principle and theories learned in school
2. Enhanced their technical knowledge and skills
3. Enrich their skills in communications and human relations
4. Develop good work habits, attitudes, appreciation and respect for work

1. OBJECTIVE OF THE WORK IMMERSION PARTNERSHIP

The Work Immersion Program 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 align the SHS program with work standards.
2. To develop in the students in the SHS program the knowledge and the skills that are relevant to the needs of the job market in the area.
3. To provide SHS students relevant learning experiences by exposing them to the actual workplace setting.

4. To form Work Immersion Partnership between the SCHOOL and the LGU, allowing the students, faculty and staff of the schools concerned the use of and access to the LGU workplace and equipment as part of their Work Immersion Program.

I. 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 provision of this Memorandum of Agreement(MOA) are met.
3. Adhere to all the laws, memorandums, the circulars especially those pertaining to child protection as provide for in the Guidelines for Work Immersion(Guidelines)
4. Develop the students work Immersion module specifying the goals and objectives, desired outcomes of the program and how these outcomes will achieved, also noting the specific knowledge, skills attitude and competencies and the students acquire after completing the program (See Annex A and Annex C of the Guidelines)
5. Develop a work Immersion Daily Schedule of Activities that will be followed by the student during the whole duration of the work immersion in the LGU. (See Annex C of the Guidelines)
6. Formulate local School Work Immersion policies and guidelines on selection, placement, monitoring and assessment of student (immersion participants to ensure that each student is assigned to an immersion partner match to his/her desired work, qualification and aptitude

B. Responsibilities of the SCHOOL

The SCHOOL shall:

1. Identify and indicate the SHS track/s, strand/s, and/or specialization/s that will be the subject of the partnership.
2. Make the needed adjustments to contextualize the SHS subjects based on inputs from the LGU.
3. Designate a person in charge of coordinating with the LGU and supervising the activities of the students for the duration of the work immersion program
4. Provide the insurance for the learners during the work immersion program

5. Continue to exercise its Special parental Authority under the family code over the SHS student under the immersion in the premises of the partner.
6. 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.
7. Provide the LGU evaluation tool for the students immersion performance completion
8. Issue a final grade to the student upon completion of the requirements within the prescribed period
9. Ensure that the student will adhere to the nondisclosure policies of the Municipality/City/Province as agreed by the school
10. Provide signed consent forms from the parents as applicable
11. Provide the LGU a certificate of Participants in the SHS Program for whatever purpose it may serve
12. Execute a deed of acceptance as way of recognizing and acknowledging the donation/s received from the LGU

C. The LGU shall:

1. Assigned 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 durations of the work immersions program so as to ensure efficient implementations of all stages of the program
2. Provide inputs into the curriculum through the discussion or workshops that DepEd will organize
3. Lend its expertise by making available its resident resource person 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 of the immersion program set under the DepEd SHS Curriculum (See Annex A of the guidelines)
6. Provide immersion opportunities for 28 students for school year 2017-2018.

7. Provide the students with an 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 holistic understanding of the LGU.
8. Similarly, ensure that the students undergo training related to their course and provide the students with work or activities based on the activities listed in the prescribed templates for the immersion program of activities (See Annex C of the guidelines)
9. Make its workplace and facilities available to students and teachers and shall similarly take all necessary action to ensure the safety of students within their areas of operation at all times, which shall provide but shall 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 durations of the immersion
10. Evaluate students performance in the immersion venue by accomplishing provided evaluation program
11. Issue Certificates of Completion to the student trainees upon satisfactory compliance with all requirements of the program
12. Execute a deed of donation in favor of DepEd for the completed Work Immersion Partnership

II. EFFECTIVITY

This agreement shall hold for the duration of the school year 2017-2018 Academic School Year and its renewable its every year. The LGU and the SCHOOL shall submit their intentions for renewal of this agreement through formal notice within 30 days before the expiration of this agreement.

The LGU and the SCHOOL reserve their respective rights to terminate their participation in the agreement after the duration of this Agreement through formal written notice within 30 days before the affectivity of the termination. Both parties shall turn over all deliverables agreed thereto in the Work Immersion Program. Termination shall be subject to the mutual agreement between the parties.

A material breach of the Work Immersion Guidelines and/or this MOA shall constitute a ground for termination of the MOA, in whole or in part by the aggrieved party, without prejudice to other legal remedies.

III. LIABILITY

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

Each party shall answer for looses and damage arising from the incident, act or omission directly attributable to its fault and negligence, which may cause death or bodily injury to any persons, or loss or damage of property, by or an account of the performance of the respective obligations by the parties pursuant to this agreement

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 the opportunity losses of the LGU during the duration and after the termination of this agreement.

IV. NONDISCLOSURE PROVISION

By DepEd and that students that all information's 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 LGU 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 property to the LGU and thereby each student hereby undertakes to prevent transfers of such information by any of each member to any party outside the LGU.

V. OWNERSHIP OF OUTPUT AND INTELLECTUAL PROPERTY

Intellectual properties develop by the students as part of his or her regular work immersion duties in the LGU and their corresponding copyrights and/or patents shall belong to the LGU.

Intellectual properties develop by the students outside of his or her regular work immersion duties in the LGU and their corresponding copyrights and/or patents shall belong to the students even if the students used the time, facilities materials of the LGU unless otherwise stipulated in a separate agreement between the student and his or her parent or guardian and the LGU.

The above provisions shall apply in proportion to the intellectual properties develop by the students in case intellectual property is jointly developed by the student with an employee or personnel of the LGU, unless otherwise stipulated in a separate agreement between the student sand his or her parent or guardian and the LGU.

VI. OTHER PROVISIONS

It is expressly understood by the PARTIES that the LGU is not obliged to pay wage or salary since no employer-employee relationship exists between them. 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.

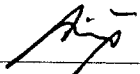
In determining the existence of an employee-employee relationship, the following elements are considered; 1). The power to hire, 2) the payment of wages, 3) the power to dismiss, 4) the power to control the employees conduct, with the control test generally assuming primacy in the overall consideration.

No employee-employee relationship exists between the student and the partner in the work immersion if all of 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 work 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 experience 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 that for the employment, and does not appear to be for that purpose. The screening only uses criteria relevant for an admission to an independent educational program.
8. Advertisements, posting , or solicitations for the program clearly discuss education or training rather than employment, although employers may indicate that qualified graduates maybe considered for employment.

FOR THE SCHOOL:




DANIEL D. TABILI
Principal I
San Marcelino National High School

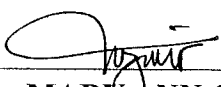
FOR THE LGU:

HON. ERDIO E. VALENZUELA
Mayor
Dingras, Ilocos Norte

WITNESSED BY:



MAYDE G. CIATA
SHS-Teacher II
Work Immersion Teacher



MARYANN C. GAÑO
SHS-Teacher I
School Industry Linkage Officer

APPROVED BY:

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