



Republic of the Philippines
REGION IX
PROVINCE OF ZAMBOANGA DEL SUR
Municipality of Dumaliniao



OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 45th REGULAR SESSION OF THE 12th SANGGUNIANG BAYAN OF DUMALINIAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON SEPTEMBER 4, 2023.

Present:

HON. LORENZO S. ALCANTARA	- Municipal Vice Mayor
HON. RONALDO D. ENCABO	- SB Member
HON. ARNOLD L. FLORES	- SB Member
HON. FREDERICK R. BALANDRA	- SB Member
HON. HERMES B. CABALES	- SB Member
HON. MA. GEMMA C. ALBISO	- SB Member
HON. RHOLLY A. LABANG	- SB Member
HON. ROMEO G. LIGAN	- SB Member
HON. JELITO R. PEÑONAL	- SB Member
HON. JESSIE NIEL C. PAULO	- ABC President
HON. JEZIEL R. DAGUPAN	- SKF President
HON. ROMEO D. PARILA	- IPMR

Absent: NONE

RESOLUTION NO. 0227-2023

RESOLUTION AUTHORIZING THE LOCAL CHIEF EXECUTIVE, HONORABLE MAYOR JUNAFLO S. CERILLES, RMT, MAGD, TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) FOR THE COMMUNITY IMMERSION PARTNERSHIP BETWEEN YLLANA BAY VIEW COLLEGE, INC.-PAGADIAN CITY, ZAMBOANGA DEL SUR

WHEREAS, presented to this august body for appropriate action, is the letter request of Municipal Social Welfare Development Office-LGU-Dumainao, Zamboanga del Sur to authorize the Local Chief Executive, Honorable Mayor Junaflo S. Cerilles, RMT, MAGD to enter into a Memorandum of Agreement (MOA) for the Community Immersion Partnership between Yllana Bay View College, Inc.-Pagadian City, Zamboanga del Sur;

WHEREAS, pursuant to Republic Act 7160 otherwise known as the Local Government Code of 1991 provides that Local Government Unit has the power to enter into contracts with the authorization by the Sangguniang Bayan through a resolution;

WHEREAS, the Yllana Bay View College, Inc.-Pagadian City, Zamboanga del Sur expresses its intention to open a partnership with the Local Government Unit of Dumaliniao in the implementation of community immersion partnership amongst its students;

WHEREAS, the Local Government Unit of Dumalinao accepts and supports the community immersion program of the school;

WHEREAS, after careful review and exhausted deliberation, finding the same sound, proper, and in order;

NOW, THEREFORE, premises above-considered, on motion by **HON. RHOLLY A. LABANG** the body resolved, as it hereby resolved to authorize the Local Chief Executive, Honorable Mayor Junafior S. Cerilles, RMT, MAGD to enter into a Memorandum of Agreement (MOA) for the Community Immersion Partnership between Yllana Bay View College, Inc.-Pagadian City, Zamboanga del Sur.


LET the copy of this resolution be furnished to concern offices and/or officials for reference, guidance and information.

DONE this **4TH day** of **SEPTEMBER 2023**, at Dumalinao, Zamboanga del Sur.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


ATTY. MAYUS RYAN D. ANDO
SB Secretary

Attested and approved by:


HON. LORENZO S. ALCANTARA
Municipal Vice Mayor - *Presiding Officer*



Yllana Bay View College, Inc.

Enerio Street, Balangasan District, Pagadian City, Zamboanga del Sur
Contact Number: (062) 2154176 / Email Address: ybvc.registrar@yahoo.com

"The Builder of Future Leaders"

MEMORANDUM OF AGREEMENT FOR COMMUNITY IMMERSION PARTNERSHIP

This Memorandum of Agreement is entered into this ____th of _____, 20____
in _____ by and between:

The **YLLANA BAY VIEW COLLEGE, INC.**, a private higher education institution duly recognized by the Commission on Higher Education, with principal address at Enerio Street, East Capitol Road, Balangasan, Pagadian City, represented in this Agreement by its President, **GRACE B. TALPIS**, Filipino, of legal age, and hereinafter referred to as the **INSTITUTION**;

-and-

_____, a local government unit under the jurisdiction of the Municipality of Dumalinao and operating under the authority establish by Philippine Constitution, with principal address at _____, represented in this Agreement by its _____, of legal age, hereinafter referred to as the **"COMMUNITY"**,

WITNESSETH:

WHEREAS, the Commission on Higher Education of the Philippines, hereinafter referred to as **"CHED"**, is the primary government instrumentality mandated to formulate, implement, and coordinate policies, plans, programs, and projects in the areas of tertiary education system, both public and private; and provide for the establishment and maintenance of the complete, adequate, and integrated system of formal higher education relevant to the goals of national development;

WHEREAS, the CHED has required higher education institution offering recognized 4 years BS Social Work degree programs, as establish through its implementing memorandum order, to fully implement the practicum aspect of the particular baccalaureate program with the major objective of ensuring the graduates of tertiary education are ready for the challenge of the social work profession;

WHEREAS, the program curriculum can be customized at the local levels to take into consideration the needs of local community and its needs;

WHEREAS, CHED believes that for the effective delivery of the program instruction, there is need for school-community collaboration that will provide the school the necessary expertise and venue for practical, on-the-job, community-based training for SW interns;

WHEREAS, the **INSTITUTION** is among those higher education institution that will implement Social Work Immersion to its students in the community to carry out CHED's objectives as spelled out above;

WHREAS, to achieve this objective, the **INSTITUTION** needs to enter into a Work Immersion Partnership with _____;

WHEREAS, the **COMMUNITY** operates in the area near the **INSTITUTION** is located and has offices, facilities, project sites, and expertise that it can make available to the **INSTITUTION** for purposes of student Work Immersion;

WHEREAS, the **COMMUNITY** considers going into a Work Immersion partnership with the **INSTITUTION** as part of its mission to create a positive impact on the community, especially the young people;

WHEREAS, the **INSTITUTION** and the **COMMUNITY**, hereinafter collectively referred to as “**PARTIES**”, undertake to collaborate for the successful implementation of the SW Immersion Program in cognizant of the need for the special protection of the interns and with the best interest of the interns at heart;

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

DESCRIPTION OF THE SOCIAL WORK IMMERSION PROGRAM

The Work Immersion Program is one of the course requirements for graduation. A BS Social Work student has to undergo Social Work Immersion Program in a community with work requirements related to particular professional specialization. Through Social Work Immersion Program, the interns are expose to and are familiarized with the work environment related to their field of specialization. Specifically, the students are able to:

1. Appreciate the importance and application of the principles and theories learned in school.
2. Enhance 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.

I. OBJECTIVE OF THE WORK IMMERSION PARTNERSHIP

The Work Immersion Partnership has the following objectives:

1. To supplement the formal curriculum of the BS Social Work program with special inputs from the **COMMUNITY** experts and practitioners in order to align the Social Work Immersion Program with work standards.
2. To develop in the interns of the BS Social Work Program the knowledge and skills that are relevant to the needs of the **COMMUNITY**.
3. To provide BS Social Work inters relevant learning experiences by giving them exposure to the actual workplace setting.
4. To form Social Work Immersion Partnership between the **INSTITUTION** and the **COMMUNITY**, allowing the interns concerned the use of the access to the **COMMUNITY** workplace and equipment as part of their Social Work Immersion Program.

II. RESPONSIBILITIES OF THE PARTIES

A. Joint Responsibilities

Both the **INSTITUTION** and the **COMMUNITY** 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, memorandums, and circulars especially those pertaining to the protection as provided for in the Guidelines for Work Immersion.
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 interns during the whole duration of Social Work Immersion Program.
6. Formulate institutional School Work Immersion policies and guidelines on selection, placement, monitoring, and assessment of interns to ensure that each intern is assigned to maximize his/her learning experience.

B. RESPONSIBILITIES of the School

The INSTITUTION shall:

1. Make the needed adjustments to contextualize the SW subjects based on inputs from the COMMUNITY.
2. Designate a person in charge of coordinating with the COMMUNITY and supervising the activities of the students for the duration of the Social Work Immersion Program.
3. Provide insurance coverage for learners during Social Work Immersion Program.
4. Continue to exercise PRUDENCE OF A GOOD FATHER OF THE FAMILY under the Family Code over the interns under immersion in the premises of the partner.
5. Monitor each student's progress throughout the duration of the Social Work Immersion Program so as to make sure that the tasks assigned to each intern are meaningful, challenging, and applicable to his/her particular profession, and area able to maximize the quality of the learning experience.
6. Provide the COMMUNITY an evaluation tool for interns' Immersion performance.
7. Issue a final grade upon completion of the requirements within a prescribed period.
8. Ensure that the student will adhere to the nondisclosure policies of the COMMUNITY as agreed to by the INSTITUTION.
9. Provide signed Consent forms from the parents as applicable.
10. Provide the COMMUNITY a Certificate of Participation in the Social Work Immersion 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 COMMUNITY.

C. The COMMUNITY shall:

1. Assign a competent Immersion Coordinator from the COMMUNITY to liaise with the School supervise the students without prejudice to the special parental authority of the school, its administrators, and teachers for the duration of the Social 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 CHED 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 COMMUNITY based on the Social Work Immersion Daily Schedule of Activities.
5. Agree to the required number of hours of the immersion program set under the CHED recognized curriculum.
6. Provide immersion opportunities for _____ interns for S.Y. 2023-2024.
7. Provide students with an orientation about the COMMUNITY, its community engagement policies, projects, and programs, as well as expose them to the various stakeholders of the locality in which the COMMUNITY operates for the interns to get a holistic understanding of its operations.
8. Similarly ensure that students undergo training related to their course, and provide the students with work or activities based on the activities listed in the prescribed template for the Immersion Program of Activities.
9. Make its workplace and facilities available to interns, and shall similarly take all necessary action to ensure the safety of interns within their areas of operation at all times. Ensure that the interns will not be exposed dangerous situations 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 interns upon satisfactory compliance with all requirements of the program.
12. Execute a deed of donation in favor of CHED for the completed Work Immersion Partnership.

III. EFFECTIVITY

This agreement shall hold for the duration of the 2023-2024 Academic Year and is renewable every year. The COMMUNITY and the INSTITUTION shall submit their intention for renewal of this agreement through formal notice within thirty (30) days before the expiration of this Agreement.

The COMMUNITY and the INSTITUTION reserve their respective rights to terminate their participation in the agreement through formal written notice within thirty (30) days before the effectivity of the termination. Both parties shall turn over all deliverables agreed thereto in the Social Work Immersion Program. Termination shall be subject to the mutual agreement between the parties.

A material breach of the Social 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.

IV. LIABILITY

The school, its administrator, and teachers exercising authority and supervision over the interns undergoing Immersion in the premises of the partner may ONLY be held accountable for the acts of their students should such acts be a result of the due performance of the prescribed works/activities they have in the immersion area according to the immersion program of activities and be done without fault or negligence on their part. Moreover, it shall not be liable for any fault or negligence committed by its students should they commit acts or omissions that causes death or bodily injury to another or loss or damage to property by reason of or due to any natural calamity, disaster, or misfortune or on the occasion of a force majeure. Lastly, it shall have no liability over the acts or omission of its students should it be shown that it exercises due diligence as required under the particular circumstances.

Each party shall ONLY answer for the 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 effectively of this agreement.

CHED shall not be liable for opportunity losses of the COMMUNITY during the duration and after the termination of this agreement.

V. NONDISCLOSURE PROVISION

It is expressly understood by CHED and the interns that all information on technology, manufacturing, 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 COMMUNITY shall make available to them shall be used for the sole purpose of intern training. All of these matters are classified as confidential in nature and proprietary to the Company and thereby each student hereby undertakes to prevent transfer of such information by any of its members to any party outside of the COMMUNITY.

VI. OWNERSHIP OF OUTPUT AND INTELLECTUAL PROPERTY

Intellectual properties developed by the intern as part of his or her regular Social Work Immersion duties in the COMMUNITY and their corresponding copyrights and/or patents shall belong to the COMMUNITY.

Intellectual properties developed by the student outside of his or her regular Social Work Immersion duties in the COMMUNITY and their corresponding copyrights and/or patents shall belong to the intern, even if the intern used the time, facilities, materials of the COMMUNITY, unless otherwise stipulated in a separate agreement between the intern and his or her parent or guardian and the COMMUNITY.

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

VII. OTHER PROVISIONS

It is expressly understood by the PARTIES that the COMMUNITY is not obligated to pay wage or salary since no employer-employee relationship exists between them. However, the COMMUNITY is not precluded from providing the student with any monetary or financial assistance in the form of transportation fee, food allowance, etc if it chooses to do so.

In determining the existence of an employer-employee relationship, the following elements are considered: (1) the power to hire; (2) the payment of 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 intern 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.
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 INSTITUTION:

FOR THE COMMUNITY:

DR. GRACE B. TALPIS, J.D., MPA
School President

(Position/Designation)

WITNESSED BY:

ATTY. ENGELBERT A. MANEJA, J.D.
School Legal Officer



These are the list of students to be deployed in Dumalinao, Zamboanga del Sur.

<p>GROUP 1 (Barangay – to be arranged)</p> <ol style="list-style-type: none">1. DAYANAN, JANVIE2. KABIGIT, HAN-NAN3. CANINO, JULIANNE ROSE4. JACOSALEM, MARY CRIS5. BULITIC, WINZEL6. NAMOC, JANIVE7. MANGULIMOTAN, HONEYBEE8. NOBLEZA, AIME CLAIRE9. TEJADA, LENNY10. PATANTING, RAQUEL	<p>GROUP 2 (Barangay – to be arranged)</p> <ol style="list-style-type: none">1. TANUCAN, JONATHAN2. QUINALAGAN, MARJORIE3. SUMIKNAN, MARY CRIS4. MANDAM, RENILYN5. MANALIM, JEANNE6. BANEZ, JULIET7. JAVIER, IVY8. COLEGADO, JILLMALYN9. PANGULIMA, SHAMRA10. TENER, SHAINA
<p>GROUP 3 (Barangay – to be arranged)</p> <ol style="list-style-type: none">1. ALISOSO, NEIL GRACE2. ELEMINO, ANGIELYNE3. CANDELANZA, CHILO4. JAIM, CHRISTINE MARIE5. LARANJO, JANICE6. BALABAD, CHRYSZAREN7. VILLAVER, MARLO8. GALLEGA, JOHN REY9. SINAJON, CRIZEL10. TINAMBING, QUEENIE	<p>GROUP 4 (Barangay – to be arranged)</p> <ol style="list-style-type: none">1. VERAL, SHARITY2. BUOT, AIVAN3. BUENAFLO, GIRLE4. PONTANARES, SHARCANE5. SAQUILABON, ANNA FE6. OLANDA, RAHMANA7. MONTERO, LEIZEL8. LEYSON, JEYHONE9. ALBURO, ANDREA10. MONTEZA, MARISSA

Prepared by:

REGINE ORDENIZA RAMONAL, RSW
FIELD SUPERVISOR

Noted by:

BENAFE A. MAGHUYOP, RSW, MSW (CAR)
BSSW PROGRAM HEAD