



**OFFICE OF THE SANGGUNIANG BAYAN**

**EXCERPTS FROM THE MINUTES OF THE 30<sup>th</sup> REGULAR SESSION OF THE 12<sup>th</sup> SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON APRIL 3, 2023.**

**Present:**

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

**Absent:**

<b>HON. JEZIEL R. DAGUPAN</b>	- SKF President – Sick Leave
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**RESOLUTION NO. 0167-2023**

**AUTHORIZING THE LOCAL CHIEF EXECUTIVE, HONORABLE MAYOR JUNAFLOR S. CERILLES, RMT, MAGD, TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF DUMALINAO WITH BIBILIK NATIONAL HIGH SCHOOL, REPRESENTED BY ITS SCHOOL HEAD, MS. EVELYN G. FAMOR, FOR THE IMPLEMENTATION OF THE STUDENT WORK IMMERSION PARTNERSHIP.**

**WHEREAS**, presented for consideration and appropriate action is the letter request of the Municipal Administrator to authorize the Local Chief Executive to enter into and sign a MOA on behalf of the LGU-Dumalinao with Bibilik National High School, represented by its School Head, Ms. Evelyn G. Famor, for the implementation of the Student Work Immersion Partnership;

**WHEREAS**, Section 22 (c) of R.A 7160, otherwise known as the Local Government Code of 1991, provides, that every local government unit, as a corporation, shall, unless otherwise provided in this Code, no contract may be entered into by the local chief executive in behalf of the local government unit without prior authorization by the sanggunian concerned;



**WHEREAS**, the municipal mayor is empowered by the same Code to enter into contracts on behalf of the municipality, based on Section 444 (b) (1) (vi) thereof, which provides that upon authorization by the sangguniang bayan, represent the municipality in all its business transactions and sign on its behalf all bonds, contracts, obligations, and such other documents made pursuant to law or ordinance;

**WHEREAS**, the Work Immersion Program aims to provide Senior High School learner with opportunities to familiarize themselves with the workplace and to apply their competencies in areas of specialization/applied subjects in authentic work environments;

**WHEREAS**, the LGU-Dumalinao has offices, facilities, projects sites, and expertise that it can make available to the school for purposes of student work immersion;

**WHEREAS**, the Bibilik National High School expressed its intention to open a partnership with the Local Government Unit of Dumalinao in the implementation of the Senior High School (SHS) program through immersion of its students;

**WHEREAS**, the LGU-Dumalinao ensures to uphold the established partnership by making available the offices to provide the students immersion during their practicum and research relative to the implementation of the Senior High School Program;

**WHEREAS**, after careful review and exhaustive deliberation, and after finding the same to be proper and order;

**NOW, THEREFORE**, premises above-considered, on motion by **HON. RHOLLY A. LABANG**, the body resolved, as it hereby resolves, to authorize the Local Chief Executive, Honorable Mayor Junafior S. Cerilles, RMT, MAGD, to enter into and sign a Memorandum of Agreement (MOA) on behalf of the Local Government Unit of Dumalinao with Bibilik National High School, represented by its School Head, Ms. Evelyn S. Famor, for the implementation of the Student Work Immersion Partnership.

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

**DONE** this 3<sup>rd</sup> day of **APRIL 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:

  
**LORENZO S. ALCANTARA**

*Vice Mayor - Presiding Officer*





## MEMORANDUM OF AGREEMENT FOR WORK IMMERSION PARTNERSHIP

This Memorandum of Agreement is entered into this 22<sup>nd</sup> day of March, 2023 in Dumalinao, Zamboanga del Sur, by and between:

The BIBILIK NATIONAL HIGH SCHOOL, with School Identification Number 314217 a public high school, with principal address at Barangay Bibilik, Dumalinao, represented in this Agreement by its School Head, **EVELYN G. FAMOR**, Filipino of legal age, and hereinafter referred to as the SCHOOL:

-and-

The Municipality of Dumalinao, with principal address at Pob. Dumalinao, Zamboanga del Sur, represented in this Agreement by its Municipal Mayor, **HON. JUNAFLOR “ SWEET” CERILLES**, Filipino, of legal age, married and hereinafter referred to as the “LGU-Dumalinao”;

### 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 nonformal 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**, 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 will 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 Business Establishment and Offices;

**WHEREAS**, the Offices 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 SCHOOL and the LGU- DUMALINAO, hereinafter collectively referred to as "PARTIES" undertake to collaborate toward the successful implementation of the SHS in Dumalinao Zamboanga del Sur cognizant of 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 Enhanced Basic Education Act of 2013 or Republic Act 10533, DepEd was tasked to implement the K to 12 Program, essentially adding two (2) years of specialization within the Basic Education System;

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

With this premise, 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. Specifically, the students are able to;

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. 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 Office experts and practitioners in order to align the SHS program 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 exposing them to the actual workplace setting.
4. To form Work Immersion Partnership between the SCHOOL and the LGU-DUMALINAO, allowing the students, faculty, and staff of the schools concerned the use of and access to the workplace and equipment as part of their Work Immersion Program.

## **II. RESPONSIBILITIES OF THE PARTIES**

### **A. Joint Responsibilities**

Both the SCHOOL and LGU-DUMALINAO 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 child protection as provided for in the Guidelines for Work Immersion (Guidelines).



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 student during the whole duration of the work immersion in the Business Establishment.
6. Formulate local school work immersion policies and guidelines on selection, placement, monitoring, and assessment of student (immersion participants to ensure that each students is assigned to an immersion partner matched to his/her desired track, qualifications, 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. Designate a person in charge of coordinating with the BUSINESS ESTABLISHMENT or Offices and supervising the activities of the students for the duration of the Work Immersion Program.
3. Provide insurance coverage for learners during the Work Immersion Program.
4. 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.
5. Issue a final grade to the student upon completion of the requirements within a prescribed period.
6. Ensure that the student will adhere to the nondisclosure policies of the LGU-DUMALINAO as agreed to by the School.
7. Provide signed Consent forms from the parents as applicable.

**C. The LGU-DUMALINAO shall:**

1. Assigned a competent Immersion Coordinator from the Office 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

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 student to be deployed to the different section/departments/projects sites 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.
6. Provide students with an orientation about the Business Establishment, 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 Business Establishment.
7. 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 (Annex C of the Guidelines).
8. 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 operations at all times, which shall include, but shall not be limited, 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.
9. Evaluate students' performance in the immersion venue by accomplishing provided evaluation tool.
10. 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 year 2022 to year 2023 Academic School Year and is renewable every year. The LGU-DUMALINAO 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-DUMALINAO 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 thirty (30) days before the effectivity of the termination. Both parties shall turnover 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



#### **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 effectivity of this agreement.

BIBILIK-NHS shall not be liable for opportunity losses of the Office during the duration and after the termination of this agreement.

#### **V. NONDISCLOSURE PROVISION**

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 Business Establishment 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 proprietary to the Business Establishment and thereby each student hereby undertakes to prevent transfer of such information by any of its members to any party outside of the Business Establishment.

#### **VI. OWNERSHIP OF OUTPUT AND INTELLECTUAL PROPERTY**

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

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



personnel of the Office, unless otherwise stipulated in a separate agreement between the student and his or her parent or guardian and the Business establishment.

## **VII. OTHER PROVISIONS**

It is expressly understood by the PARTIES that the Business Establishment or Offices is not obliged to pay wage or salary since no employer-employee relationship exists between them. However, the DEPED-ZDS 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 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 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 that 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 SCHOOL:

FOR THE TRAINING PROVIDER:

**MAJARANI M. JACINTO, EdD, CESO V**  
Schools Division Superintendent

**JUNAFLO " SWEET" CERILLES**  
Municipal Mayor

WITNESSED BY:

**EVELYN G. FAMOR**  
School Head

**JOEMAR SUGANOB**  
MDRRMO Head



# ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF PAGADIAN )S.S.  
X-----/

**BEFORE ME**, this day of \_\_\_\_\_ 2023 at Pagadian City, Philippines,  
personally appeared:

Name	CTC No. /I.D. No.	Date and Place Issued
JUNAFLO "SWEET" CERILLES		
EVELYN G. FAMOR		

Known to me to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free, voluntary acts and deeds. This Memorandum of Agreement consist of six (9) pages including this page in which this acknowledgment is written and signed by their instrument witnesses to each and every page thereof.

SUBSCRIBED AND SWORN to before this \_\_\_\_ day of \_\_\_\_\_ 2023, Pagadian  
City, Philippines.



DIOCESE OF IMUS CATHOLIC EDUCATIONAL SYSTEM INC.

## Saint Augustine School

Mendez, Cavite

Telefax No. 413-0536

Govt. Recognition No. 143 s. 1971



### SENIOR HIGH SCHOOL DEPARTMENT

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January 6, 2019

**ATTY. FREDDERICK A. VIDA**  
Municipal Mayor  
Municipality of Mendez-Nuñez

Thru:

**DR. JOSE N. AUDITOR**  
Municipal Administrator  
Municipality of Mendez-Nuñez

Dear Honorable Mayor:

Greetings in the name of the Lord!

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 Educational 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. Specifically, 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; and
4. Prepare them to meet the needs and challenges of employment, entrepreneurship, or higher education after their graduation.

Saint Augustine School – Mendez believes that the Local Government Unit of Mendez is one of the best partners and supporter in achieving the goals for our students as our future professionals and potentials. Once again, we have chosen the Local Government Offices in our municipality to be the venues of our two (2) batches of students for work immersion starting on **May 21, 2019** until **June 13, 2019**.