

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

NINTH CITY COUNCIL

COMMITTEE REPORT NO. 120-2 024

April 02, 2024

Submitted by:

**COMMITTEE ON EDUCATION-LEAD
COMMITTEE ON RULES, LAWS AND ETHICS**

PRESENT:

HON. ARNEL T. ARUGAY	- Chairman (Education) Member (Rules)
HON. IMOGEN CLAIRE M. CALLANGAN	- Member (via zoom)
HON. GRACE B. ARAGO	- Member (Education & Rules)
HON. CERENE PEARL T. QUILANG	- Member (Education)(via zoom)
HON. JUDE T. BAYONA	- Vice Chairman (Rules) (via zoom)

RESOURCE PERSONS:

MR. DOMINIC B. BAGGAYAN	- LYDO Head
MS. JOLLYNA KATE RALLECA	- AMA Computer College Representative

FOR THE PRESIDING OFFICER:

The joint committees met and deliberated on the referral:

SUBJECT:

Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, requesting for an authority to represent, enter and sign for and on behalf of the City Local Government Unit of Tuguegarao the Memorandum of Agreement with AMA Computer College relative to the practicum of identified students.

FINDINGS:

1. Hon. Maila Rosario S. Ting-Que indorsed to the Ninth City Council the request for an authority to represent, enter and sign for and on behalf of the City Local Government Unit of Tuguegarao the Memorandum of Agreement with AMA Computer College relative to the practicum of identified students.
2. The Department of Education has introduced the K to 12 Basic Education reform program that includes Senior High School (SHS) with the major objective of ensuring that graduates of basic education are ready for employment, entrepreneurship and higher learning.

3. AMA Computer College has requested the Tuguegarao City Government for a work immersion training of its seven (7) Grade 12 students for 10 working days.
4. The copy of the matrix list of students who will undergo Work Immersion was furnished to the committee.
5. The Work Immersion of the students will start after the approval of the said Memorandum of Agreement (MOA) by the Ninth City Council.

RECOMMENDATION:

Finding the terms and conditions of the Memorandum of Agreement (MOA) to be in order and beneficial to the constituents of Tuguegarao City particularly to the students concerned, the committee recommends the approval of the Memorandum of Agreement between the Tuguegarao City Government and AMA Computer College relative to the practicum of identified students and authorizing the City Mayor, Hon. Maila Rosario S. Ting-Que to sign for and on behalf of the Tuguegarao City Government the said MOA.

Respectfully submitted:



HON. ARNEL T. ARUGAY
Chairman, Committee on Education
Member, Committee on Rules, Laws and Ethics



HON. IMOGEN CLAIRE M. CALLANGAN
Member, Committee on Education



HON. GRACE B. ARAGO
Member, Committee on Education
Member, Committee on Rules, Laws and Ethics



HON. CERENE PEARL T. QUILANG
Member, Committee on Education



HON. JUDE T. BAYONA
Vice Chairman, Committee on Rules, Laws and Ethics

DRAFT RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE TUGUEGARAO CITY GOVERNMENT AND AMA COMPUTER COLLEGE FOR THE WORK IMMERSION OF ITS SENIOR HIGH SCHOOL STUDENTS AND GRANTING AUTHORITY TO THE CITY MAYOR, HON. MAILA ROSARIO S. TING-QUE, TO SIGN FOR AND ON BEHALF OF THE TUGUEGARAO CITY GOVERNMENT THE SAID MOA

WHEREAS, Section 22 (c) of Republic Act No. 7160, otherwise known as the Local Government Code, grants the power to the Local Chief Executive to enter into contracts on behalf of the local government unit with prior authorization by the sangguniang panlungsod;

WHEREAS, in support to the endeavors of students studying in any school or university in Tuguegarao City, the Tuguegarao City Government allows students to undergo actual office experience thereby helping them put to practice their learnings in school;

WHEREAS, AMA Computer College has requested the Tuguegarao City Government for the Work Immersion of its Senior High School students as part of their curriculum;

WHEREAS, it is necessary for AMA Computer College to enter into a Memorandum of Agreement (MOA) with the Tuguegarao City Government to make the contract legally binding;

WHEREAS, the City Mayor, Hon. Maila Rosario S. Ting-Que, indorsed to the Ninth City Council the above-stated MOA and requested for an authority to sign for and on behalf of the Tuguegarao City Government the said MOA;

WHEREAS, after a deliberation in a committee meeting held for the said purpose, the Committee on Education as the lead committee and committee on Rules, Laws and Ethics found the request to be in order and beneficial to the concerned students;

WHEREAS, after the approval of the concomitant committee report, the Ninth City Council during their 85th Regular Session held on April 4, 2024 deemed it proper and necessary to approve the herein resolution.

NOW, THEREFORE, RESOLVE as it is hereby **RESOLVED** to approve the Memorandum of Agreement (MOA) between the Tuguegarao City Government and AMA Computer College for the Work Immersion of its Senior High School students and grant authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said MOA.

RESOLVED FURTHER, to furnish a copy of this Resolution to AMA Computer College for information and proper action.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into by and between:

AMA COMPUTER COLLEGE TUGUEGARAO, a private educational institution duly established and operating under the laws of the Republic of the Philippines with address located in #37 CAGGAY HIGHWAY, TUGUEGARAO CITY, CAGAYAN represented by its School Director, CHERRYL C. PASCUA, herein referred to as “FIRST PARTY”;

and

LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY, a duly organized and operating under the laws of the Republic of the Philippines with office address at LINAO-CARIG Rd, CARIG REGIONAL CENTER, TUGUEGARAO CITY, CAGAYAN, represented by its MUNICIPAL MAYOR , HON. MAILA ROSARIO S. TING- QUE, herein referred to as “SECOND PARTY”;

AMA COMPUTER COLLEGE TUGUEGARAO and **LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY** shall be referred to individually as “FIRST PARTY” and “SECOND PARTY” collectively;

I. PURPOSE

This agreement is established between the **AMA COMPUTER COLLEGE TUGUEGARAO** and **LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY**, concerning the design, implementation, monitoring, and evaluation of the SHS WORK IMMERSION PROGRAM for different SHS tracks of the **AMA COMPUTER COLLEGE TUGUEGARAO**.

This MOA covers all selected Grade 12 Senior High School (SHS) student-trainees assigned to undergo at least 80 hours Work Immersion Program for the development of competencies established by the parties.

This agreement seeks to coordinate, facilitate and expedite the implementation of the said program for the exclusive benefit of the parties and the student-trainee concerned.

II. DURATION

This agreement shall commence on April 4, 2024 and shall terminate on _____, unless otherwise earlier terminated by agreement of both parties. In attaining the purpose set forth in this agreement:

III. OBLIGATIONS

A. LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY will,

- Align the training and development activities relevant to the student trainee’s course and which match the current industry standards and needs
- Provide all resources necessary for the proper development of competencies required
- Establish appropriate procedures, guidelines and policies for Work Immersion Program
- Define the role of the Training institution immersion Supervisors and appropriate committee as the case may be

- Inform appropriate personnel and department on the training services being provided by their institution
- Provide student-trainee access to information that will be relevant to the overall achievement of competencies/skills required
- Establish a mechanism for student-trainee evaluation
- Provide at least 80 hours training program for the purpose of exposing grade 12 students to the actual work place setting and augment the competencies provided by the **AMA COMPUTER COLLEGE TUGUEGARAO**.
- Ensure the schedule is for no more than eight consecutive hours per day and must only be between 8:00a.m. to 5:00p.m.
- Expose the students to actual workplace setting and augment the competencies provided by the schools
- Provide a **Certification of Completion** and provide appropriate evaluation performance grades.
- Prohibit students having work immersion in industries and activities considered as hazardous in accordance with Dole Department Order 149-2016:
 - i. Mining and quarrying;
 - ii. Construction;
 - iii. Transportation and storage;
 - iv. Water supply, sewerage, waste management, and remediation activities;
 - v. Forestry and logging;
 - vi. Fishing and aquaculture;
 - vii. Hunting and trapping;
 - viii. Security and investigation;
 - ix. Manufacturing of alcoholic beverages;
 - x. Manufacturing of tobacco;
 - xi. Manufacturing of pyrotechnics;
 - xii. Manufacturing of rubber and plastic;
 - xiii. Manufacturing of products, chemicals, metals, and weapons and ammunitions.

The **LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY**, warrants that it will implement a safe and favorable working condition to the student under the Immersion program and take consideration the level of competency and physical ability of the students in the assignment of tasks and work for the same.

B. AMA COMPUTER COLLEGE TUGUEGARAO will:

- Establish guidelines in the determination, assignment and monitoring of student-trainee performance
- Provide the necessary orientation proper business processes, conduct and ethics to student-trainee
- Conduct periodic monitoring of student-trainee performance
- Provide information required by the Training pertinent to student ranking and standing
- Provide signed Consent forms from the student's parents or student's guardians as applicable.

C. ALL PARTIES TO THIS AGREEMENT WILL:

- Conduct regular consultation meeting for the assessment and evaluation of the program
- Propose policies and guidelines for improvement of the program
- Exchange relevant information on current industry standards
- Adhere to all laws, memorandums, and circulars, especially those pertaining to child protection as provided for in the Guidelines for Work Immersion.

III. CONFIDENTIALITY AND NONDISCLOSURE

Each party shall have the mutual obligation to treat any and 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 or messages derived from or in connection with this Agreement as strictly private and confidential and shall not in any manner or in any way divulge or release the same unless authorized by the other party, except; (a) as may be required by applicable law or rules and regulations; or (b) to those of its employees, students and personnel with a need to know such information. All reasonable steps shall be taken by each party to ensure that its employees, students and personnel with a need to know such information shall keep such information private and confidential. It is expressly understood by the **AMA COMPUTER COLLEGE TUGUEGARAO** 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 **LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY** 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 Company and thereby each student hereby undertakes to prevent transfer of such information by any of its members to any party outside of the Company.

IV. OWNERSHIP OF OUTPUT AND INTELLECTUAL PROPERTY

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

Intellectual properties developed by the student outside of his or her regular Work Immersion duties in the company and their corresponding copyrights and/or patents shall belong to the student, even if the student used the time, facilities, materials of the company unless otherwise stipulated in a separate agreement between the student and his or her parent or guardian and the company. The above provisions shall apply in proportion to the intellectual properties developed by the student in case intellectual property is jointly developed by the student with an employee or personnel of company unless otherwise stipulated in a separate agreement between the student and his or her parent or guardian and the company.

V. OTHER PROVISIONS

It is expressly understood by the PARTIES that there is no employer-employee relationship between the Parties or between the students and Person in charge, however the **LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY**, is not precluded from providing the student with any monetary or financial assistance in the form of transportation fee, food allowance, etc.

The SHS work immersion program, if implemented in a face-to-face modality, must be in strict compliance with minimum health standards to secure the health and protection of all parties involved. However, in case the alert level where the assigned _____ is located has been raised, the supervision, task assignment, and work immersion activities and undertakings shall be conducted using accessible and available communication, media, and online technologies.

VI. PROCEDURES FOR AMENDMENTS

The Memorandum of Agreement (MOA) may be modified by agreement of the appropriate partners. Any such modification will be preceded by fifteen (15) days written notice to other party of the intent to modify, alter, and revise this agreement and the purpose of such. The parties acknowledge this to be a provisional document, which may require modification. The partners agree to work in good faith to negotiate any such modifications to this agreement.

HON. MAILA ROSARIO S. TING-QUE
Municipal Mayor
LGU-TUGUEGARAO CITY

CHERRYL C. PASCUA
School Director
AMACC TUGUEGARAO

Date: _____

Date: _____

SIGNED IN THE PRESENCE OF:

WITNESSES:

(COMPANY REPRESENTATIVE)

JOLLYNA KATE N. RALLECA
ACADEMIC COORDINATOR

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)) S.S.

BEFORE ME, a Notary Public for and in _____, on this _____ day of _____ personally appeared the persons named below who have exhibited to me competent proof of their identities:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE/PLACE ISSUED

Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged to me that the same is their free will and voluntary act and deed and that of the entities they respectively represent.

WITNESS MY HAND AND SEAL on the place and date herein above mentioned

Doc. No. _____;
Page No. _____;
Book No. _____;
Series No. 2023

List of Students

1. **Jamaica Faye T. Oandasan-STEM**
2. **Thifany Qesaih D. Cabonatalia-STEM**
3. **Kyle Duerme-STEM**
4. **Mytchell Earl Lengue-GAS**
5. **Leivin Bariuan- HUMSS**
6. **Angelica Del Rosario-HUMSS**
7. **Pearl Angela Areola-HUMSS**