

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

NINTH CITY COUNCIL

COMMITTEE REPORT NO. 240-2024

September 12, 2024

Submitted by:

COMMITTEE ON EDUCATION

PRESENT:

HON. ARNEL T. ARUGAY	- Chairman
HON. IMOGEN CLAIRE M. CALLANGAN	- Member (via zoom)
HON. GRACE B. ARAGO	- Member
HON. CERENE PEARL T. QUILANG	- Member (via zoom)

RESOURCE PERSON:

MS. JOLLYNA KATE RALLECA -AMA Representative (via zoom)

FOR THE PRESIDING OFFICER:

The committee met and deliberated on the referral:

SUBJECT:

- Letter of the Academic Coordinator of AMA Computer College-Tuguegarao, Ms. Jollyna Kate Ralleca, on the draft MOA between the LGU-Vice Mayor's Office and AMA Computer College- Tuguegarao relative to the On-the-Job Training of its Bachelor of Science in Information Technology students

FINDINGS:

1. AMA Computer College of Tuguegarao is offering various academic programs that aim to provide its students the opportunity to acquire theoretical and practical knowledge, skills, and desirable attitudes and values, which may be further enhanced through immersion in an actual setting such as in a reputable establishments/industry.

2. AMA Computer College of Tuguegarao intent for its students to learn from a network of experienced professionals and promote their competitiveness through actual training in practicum, internship, and On-the-Job Training (OJT) in reputable companies, training institutions and organizations.

3. There are Five (5) students who will be deployed at City Vice Mayor's Office who will render 486 hours.

4. The On-the-Job training of the said 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 to be in order and beneficial to the constituents of Tuguegarao City particularly the students concerned, the committee recommends the approval of Memorandum of Agreement between the Vice Mayor's Office and AMA Computer College of Tuguegarao relative to the On-the-Job Training of its Bachelor of Science in Information Technology students and authorize the City Vice Mayor, Hon. Bienvenido C. De Guzman II, to sign the said Memorandum of Agreement.

Respectfully submitted:


HON. ARNEL T. ARUGAY
Chairman


HON. IMOGEN CLAIRE M. CALLANGAN
Member


HON. GRACE B. ARAGO
Member


HON. CERENE PEARL T. QUILANG
Member

DRAFT RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT (MOA) WITH THE AMA COMPUTER COLLEGE-TUGUEGARAO FOR THE ON-THE-JOB TRAINING OF FIVE (5) BACHELOR OF SCIENCE IN INFORMATION TECHNOLOGY (BSIT) STUDENTS AND GRANTING AUTHORITY TO THE CITY VICE MAYOR, HON. BIENVENIDO C. DE GUZMAN II, TO SIGN THE SAID MOA

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

WHEREAS, the AMA Computer College-Tuguegarao has requested the Office of the City Vice Mayor for the on-the-job training of five (5) Bachelor of Science in Information Technology (BSIT) students as part of their curriculum;

- | | |
|------------------------------|----------------------------|
| 1. Jhon Paul B. Dacut | 4. Khurt Russell Baculi |
| 2. Frances Alexandra Arsadon | 5. Raymund Joseph U. Balao |
| 3. Franze Vianni A. Matalang | |

WHEREAS, it is necessary for AMA Computer College-Tuguegarao to enter into a Memorandum of Agreement (MOA) with the Office of the City Vice Mayor,

WHEREAS, after the approval of the concomitant committee report, the Ninth City Council during their 108th Regular Session held on September 17, 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) with the AMA Computer College-Tuguegarao for the on-the-job training of five (5) Bachelor of Science in Information Technology (BSIT) students and to grant authority to the City Vice Mayor, Hon. Bienvenido C. De Guzman II, to sign the said MOA.

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

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** (the "Agreement") made and entered into at the City of _____, Philippines on the _____ day of _____ 2024, by and between:

AMA COMPUTER COLLEGE-TUGUEGARAO, a private educational institution of higher learning, with address located at **#37 CAGGAY HIGHWAY, TUGUEGARAO CITY** and, represented herein by its **School Director, MINNIE MALAMUG-MARIBBAY** hereinafter referred to as "**AMA COMPUTER COLLEGE-TUGUEGARAO**",

-and-

LGU- VICE MAYOR'S OFFICE, a corporation duly organized and existing under the laws of the **PHILIPPINES**, with address located on **CARIG SUR, TUGUEGARAO CITY, CAGAYAN 3500** represented herein by its **HON. BIENVENIDO C. DE GUZMAN II** hereinafter referred to as the **VICE MAYOR**.

WITNESSETH;

WHEREAS, the **AMA COMPUTER COLLEGE-TUGUEGARAO** is offering various academic programs that aim to provide its students the opportunity to acquire theoretical and practical knowledge, skills, and desirable attitudes and values, which may be further enhanced through immersion in an actual setting such as in a reputable establishments/industry,

WHEREAS, the **AMA COMPUTER COLLEGE-TUGUEGARAO** intend for its students to learn from and network with experienced professionals, and promote their competitiveness through actual training in practicum, internship, and On-the-Job-Training (OJT) in reputable companies, training institutions and organizations (the "PROGRAM");

WHEREAS, in order to contribute to improving the quality of our nation's work force, **LGU- VICE MAYOR'S OFFICE** agrees to act as the Host Training Establishment of the **LGU- VICE MAYOR'S OFFICE** and provide the latter's students ("student-trainees") with supervised applied learning experience to help them enhance their competencies and develop professional discipline;

NOW, THEREFORE, for and in consideration of the foregoing premises and the terms hereinafter provided, the **AMA COMPUTER COLLEGE-TUGUEGARAO** and **LGU- VICE MAYOR'S OFFICE** hereby agree to execute this Memorandum of Agreement under the following terms and conditions:

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Section 1. Duration of the Agreement. This Agreement shall be effective from the date of its signing and shall be valid for a period of 486 hours. Either party may pre-terminate the Agreement for any cause, with or without fault on either party, by sending a written notice of termination to the other party at least thirty (30) days before the expiration date of the Agreement. This pre-termination must so be undertaken, if desired, in consideration with the curriculum schedule of the student-trainees such that their completion of the course may not be prejudiced by such.

Unless earlier terminated by either party, this Agreement shall be automatically renewed on a yearly basis.

Section 2. Relationship between the parties. It is expressly understood that there is no employee-employer relationship between **LGU- VICE MAYOR'S OFFICE** and the student-trainees of **AMA COMPUTER COLLEGE-TUGUEGARAO**. Upon commencement of the program, the student will have the status of a student-trainee only, neither displacing a regular working employee nor substituting a worker needed by the company.

The OJT that the student-trainees shall undergo is not in view of any future employment with **LGU- VICE MAYOR'S OFFICE**. The accommodation given by **LGU- VICE MAYOR'S OFFICE** in providing Supervised Applied Learning Experience, through the PROGRAM, to student-trainees is not a guarantee for future employment with **LGU- VICE MAYOR'S OFFICE**. In fact, **LGU- VICE MAYOR'S OFFICE** is not obliged to employ student-trainees upon completion of the OJT, however, **LGU- VICE MAYOR'S OFFICE** is not precluded from engaging the students of the school as employee of the former.

Nothing herein shall be construed as creating an employer-employee relationship or agency with the **AMA COMPUTER COLLEGE-TUGUEGARAO** or the student-trainees and **LGU- VICE MAYOR'S OFFICE**.

Section 3. Responsibilities of the parties. The **AMA COMPUTER COLLEGE-TUGUEGARAO** and **LGU- VICE MAYOR'S OFFICE** agree to undertake the following functions and responsibilities:

A. AMA COMPUTER COLLEGE-TUGUEGARAO shall:

1. Formulate policies and guidelines for the PROGRAM, including guidelines on the selection, placement, monitoring and assessment of student-trainees;
2. Assign a Faculty Practicum Coordinator (FPC) who shall have the following responsibilities:
 - i. Conduct an initial site visit to ensure that the training facility is safe and conducive for student-trainees;
 - ii. Review, orient, interpret and clarify to the students the objectives of the PROGRAM;
 - iii. Regularly monitor the overall performance of the student-trainees;
 - iv. Meet with the student-trainees regularly for feedback and address their concerns, if any;
 - v. Provide coaching and counselling assistance to student-trainees, if needed; and
 - vi. Evaluate the student-trainees' reports, self-evaluation and give the final grades of the student-trainees in consultation with **LGU- VICE MAYOR'S OFFICE**.
3. Furnish **LGU- VICE MAYOR'S OFFICE** with the evaluation system to be followed in grading the performance of the student-trainees;
4. Recommend students who will undergo the OJT in adherence with **LGU- VICE MAYOR'S OFFICE**'s policies and standards;
5. Issue an official endorsement vouching for the well-being of the potential student-trainee which shall be used by **LGU- VICE MAYOR'S OFFICE** for processing the application of the student-trainee;
6. Facilitate the processing of the documents of student-trainees in coordination with **LGU- VICE MAYOR'S OFFICE**;
7. Ensure that the student-trainees understand that the following shall be their obligations:

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- a. Abide by the rules and regulations set forth by **LGU- VICE MAYOR'S OFFICE** and always observe discipline and proper conduct;
- b. Should not engage in gambling, illicit activities, drinking intoxicating beverages, consuming illegal drugs, and related activities while at work or within the **LGU- VICE MAYOR'S OFFICE** premises or during a sponsored/authorized activity;
- c. Wear the appropriate dress code;
- d. Observe punctuality and attendance in reporting to the assigned training area and accomplish the attendance recording sheet noted by the On-Site Supervisor;
- e. Complete the agreed duration of the internship and undergo the required orientation;
- f. Submit reports and requirements on time;
- g. Sign and comply with the Training Contract or Acceptance Letter which should also be signed by their parents or guardians.

8. Voluntarily withdraw a student-trainee who is found to misbehave and/or act in defiance to existing standards, rules, and regulations of **LGU- VICE MAYOR'S OFFICE** in the processing of his or her application or when there is an apparent risk and/or exploitation of the rights of the student-trainees;

9. Conduct a post training review and evaluation of the program and the performance of the student-trainees.

B. LGU- VICE MAYOR'S OFFICE shall:

1. Ensure that it has and it will maintain a working environment conducive for student-trainees, in consideration with the goal of the OJT program.
2. Ensure that the selected student-trainees to be included in the PROGRAM has the following qualifications:
 - a. Must be at least 18 years old;
 - b. Enrolled in a practicum or equivalent subject in **AMA COMPUTER UNIVERSITY**
 - c. In good academic standing and completed all pre-requisite subjects;
 - d. Has finished at least 90% of academic requirements or has passed and taken all major subjects;
 - e. Is physically, mentally and emotionally fit, as certified by school physician or any reputable doctor;
 - f. Has co-signed the Training Contract together with their parents or guardian to manifest consent to the PROGRAM; and
 - g. His or her parents or guardian have/has issued a Waiver of Consent.
3. Require qualified students to submit themselves to examinations, interviews, and file pertinent documents to support their application, if desired;
4. Refuse acceptance of student-trainees recommended by the **AMA COMPUTER COLLEGE-TUGUEGARAO** upon finding that the same is not qualified;
5. Discontinue the training of such student-trainee on reasonable grounds after written notice to the **AMA COMPUTER COLLEGE-TUGUEGARAO**;
6. Provide student-trainees with training related to their course, and assign work that are varied and challenging but fitting to their respective competency levels;
7. Determine the OJT schedule in coordination with the student-trainees and the assigned practicum supervisor, in full consideration with the academic schedule of the student-trainees;
8. Work assignments should be clearly explained to ensure that the duties, role and responsibilities of the student-trainee is clearly defined and outlined;
9. Assign a focal person to serve as an On-Site Supervisor who shall:
 - a. Monitor the student-trainee's overall work performance including demeanor.

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- b. Provide the student-trainee opportunities to work with the specific department or area where they can best apply the theories, principles and ideas learned in the **AMA COMPUTER COLLEGE-TUGUEGARAO**;
- c. Coordinate with different departments of **LGU- VICE MAYOR'S OFFICE** where the student-trainee will report;
- d. Facilitate the evaluation of the student-trainee's performance using the agreed upon standard or requirement of the **AMA COMPUTER COLLEGE-TUGUEGARAO**;
- e. Regularly meet the FPC to discuss his or her evaluation, observations and other issues that may arise for the duration of the OJT, and the program of the student-trainees;
- f. Evaluate the student-trainee on a bi-weekly basis on the merit of his or her work performance, competence, work attitude, compliance to submission of reports, attendance and professionalism, which report shall be submitted to the FPC;
- g. Conduct an evaluation of the student-trainee's overall performance upon completion of the OJT based on the agreed standards or requirement with the **AMA COMPUTER COLLEGE-TUGUEGARAO** and submits the same to the FPC.

10. Issue a Certificate of Completion to the student-trainee upon submission of all reports and completion of the OJT.

Section 4. Miscellaneous.

- a. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Republic of the Philippines. Any question or issue raised by the parties on this Agreement shall, however, be settled amicably between them. Should amicable settlement not be possible, either party may resort to court or legal action before the proper courts of Makati City, to the exclusion of all other venues.
- b. This Agreement, including its annexes and/or attachment/s, contains the entire agreement between the **AMA COMPUTER COLLEGE-TUGUEGARAO LGU- VICE MAYOR'S OFFICE**, and neither party has relied on any prior or contemporaneous representation, either oral or written, that is not contained in this Agreement.
- c. This Agreement cannot be deemed modified or amended unless such modification is in writing and signed by both parties, particularly the party against whom enforcement of such modification is sought.
- d. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

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IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this _____ day of _____, 2024 at _____.

AMA COMPUTER COLLEGE-TUGUEGARAO LGU- VICE MAYOR'S OFFICE

By:

Handwritten signature of Minnie Malamug-Maribbay

MINNIE MALAMUG-MARIBBAY
 School Director

By:

HON. BIENVENIDO C. DE GUZMAN II
 Vice Mayor



