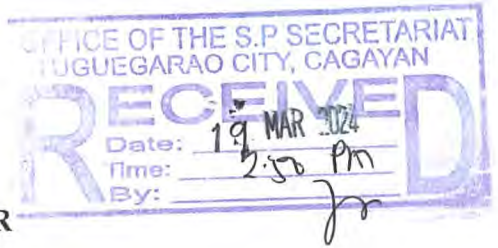




Republic of the Philippines
Province of Cagayan
Tuguegarao City
OFFICE OF THE CITY MAYOR



March 19, 2024


THE PRESIDING OFFICER AND MEMBERS
Sangguniang Panlungsod
This City

Dear Presiding Officer and Members of the Sanggunian:

We would like to request for a resolution authorizing the undersigned to represent, enter and sign on behalf of the City Local Government Unit of Tuguegarao in the attached draft Memorandum of Agreement with John Wesley College *re.* practicum of identified students.

For your information and appropriate action. Thank you and best regards.

In the name of public service,


MAILA ROSARIO S. TING-QUE
City Mayor *ps.*



JOHN WESLEY COLLEGE

57 College Avenue, Tuguegarao City
3500 Cagayan, Philippines
Email Address: johnwesleycollege1989@gmail.com
☎ (078) 844 -1002



March 13, 2024

OFFICE OF THE CITY MAYOR

RECEIVED

Date: MAR 13 2024
Time: 3:20 PM
By: [Signature]

HON. MAILA TING-QUE

Tuguegarao City Mayor
Tuguegarao City Hall, Tuguegarao City, Cagayan

Subject: Request for Partnership-Work Immersion for Senior High School Students

Dear Mayor Ting-Que,

Warm greetings from John Wesley College!

We are writing to explore the possibility of establishing a partnership between John Wesley College and the Tuguegarao City Government, under your leadership, particularly focusing on the Senior High School program offered by our school. We are keen to collaborate in facilitating **Work Immersion opportunities** for our **graduating Senior High School students** within your offices in the City Government of Tuguegarao.

The Department of Education has mandated the inclusion of Work Immersion in the Senior High School curriculum. Recognizing the significance of practical, on-the-job training, the DepEd underscores the importance of forging school-industry partnerships. Such collaborations are fundamental in providing students with invaluable hands-on experience and exposure to real-world scenarios, enhancing their overall educational journey.

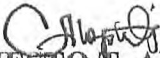
Enclosed with this letter is a proposed draft of the Memorandum of Agreement outlining the terms and conditions of our proposed partnership. We welcome any recommendations or amendments you deem necessary to ensure the efficacy and relevance of this agreement.

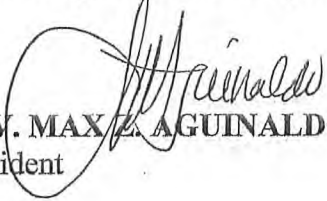
Should you need further information or have any concerns, please do not hesitate to contact our Work Immersion Facilitator, **Mr. Krisburt Delos Santos**, at askjwc1989@gmail.com, or directly reach out to the office of the Senior High School Principal at **0906-616-1078**.

We are genuinely optimistic about the possibility of partnering with the City Government of Tuguegarao, under your guidance, and assure you of our full cooperation and commitment to upholding the standards and regulations set by the Department of Education, the City Government, as well as our shared mission for the Filipino youth.

Thank you very much, and more power.

Sincerely yours,


REV. ERNESTO T. ALONZO JR.
Senior High School Principal


REV. MAX Z. AGUINALDO, PhD
President



MEMORANDUM OF AGREEMENT FOR WORK IMMERSION PARTNERSHIP

This Memorandum of Agreement is entered into this _____ in Tuguegarao City Hall, Tuguegarao City, Cagayan by and between:

The **JOHN WESLEY COLLEGE** with **School Identification Number** 417001 a private college, with principal address at 57 College Avenue, Tuguegarao City 3500 Cagayan, Philippines, represented in this Agreement by its **President, MAX ZUNIGA AGUINALDO**, Filipino of legal age, and hereinafter referred to as the **School**;

-and

The **City Government of Tuguegarao, Province of Cagayan** of the Republic of the Philippines, with principal address at Tuguegarao City Hall, Tuguegarao City, Cagayan, and represented in this Agreement by its **City Mayor, HON. MAILA TING-QUE.**, of legal age, hereinafter referred to as the “**City Government of Tuguegarao**”

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

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 City Government of Tuguegarao;

WHEREAS, the City Government of Tuguegarao has offices, facilities, project sites, and expertise that it can make available to the School for purposes of student work immersion;



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

WHEREAS, the City Government of Tuguegarao is encouraged 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 Education Act of 2001";

WHEREAS, the City Government of Tuguegarao recognizes the need 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 City Government of Tuguegarao, hereinafter collectively referred to as "PARTIES", undertake to collaborate towards the successful implementation of the Senior High School in the Tuguegarao City, Cagayan 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, 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 an 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;
4. prepare them to meet the needs and challenges of employment, entrepreneurship, or higher education after their graduation.

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 City Government of Tuguegarao experts and practitioners in order to make the SHS program aligned and consistent 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 giving them exposure to the actual workplace setting.
4. To form Work Immersion Partnership between the SCHOOL and the City Government of Tuguegarao, allowing the students, faculty, and staff of the schools concerned will be allowed the use of and access to the City Government of Tuguegarao workplace and equipment as part of their Work Immersion Program.

II. RESPONSIBILITIES OF THE PARTIES

A. Joint Responsibilities

Both the SCHOOL and the City Government of Tuguegarao 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, memoranda and circulars pertaining to child protection.
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 inside the City Government of Tuguegarao.
6. Formulate local school work immersion policies and guidelines on selection, placement, monitoring, and assessment of student (immersion participants), in order to ensure that each student 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 which will be the subject of the partnership.
2. Make the needed adjustments to contextualize the SHS subjects based on inputs coming from the City Government of Tuguegarao.
3. Designate a person who will be in-charge of coordinating with the City Government of Tuguegarao and supervising the activities of the students for the duration of the work immersion program.
4. Continue to exercise its Special Parental Authority under the Family Code over the Senior High School student under immersion in the premises of the partner.
5. 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.



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6. Provide the City Government of Tuguegarao evaluation tool for the students' immersion performance.
7. Issue a final grade to the student upon completion of the requirements within a prescribed period.
8. Ensure that the student will adhere to the non-disclosure policies of the Municipality/City/Province as agreed to by the School.
9. Provide signed Consent forms from the parents as applicable.
10. Provide the City Government of Tuguegarao a Certificate of Participation in the SHS 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 City Government of Tuguegarao.

C. The City Government of Tuguegarao shall:

Assign a competent Immersion Coordinator from the City Government of Tuguegarao 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 efficient implementation of all stages of the program.

1. Provide inputs into the curriculum through the discussions or workshops that DepEd will organize.
2. Lend its expertise by making available its resident resource persons to provide training to the students.
3. Allow the student to be deployed to the different sections/departments/project sites of the City Government of Tuguegarao based on the Work Immersion Daily Schedule of Activities.
4. Agree to the required number of hours of the immersion program set under the DepEd SHS curriculum.
5. Provide immersion opportunities for students for School Year 2022-2033.
6. Provide students with an orientation about the City Government of Tuguegarao, 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 City Government of Tuguegarao.
7. Similarly, ensure that students undergo training related to their course, and provide the students with work or activities that are varied and applicable to their field of study.
8. Make its workplace and facilities available to students, and shall similarly take all necessary action to ensure the safety of students within their areas of operation at all times, which shall include, 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 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.
11. Execute a deed of donation in favor of DepEd for the completed Work Immersion Partnership.

III. EFFECTIVITY

This agreement shall hold for the duration of the Academic School Year **2023-2024** and is renewable every year. The City Government of Tuguegarao and the SCHOOL shall submit



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their intention for renewal of this agreement through formal notice within thirty (30) days before the expiration of this Agreement.

The City Government of Tuguegarao 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.

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.

DepEd shall not be liable for opportunity losses of the City Government of Tuguegarao during the duration and after the termination of this agreement.

V. NON-DISCLOSURE 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 City Government of Tuguegarao 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 City Government of Tuguegarao and thereby each student hereby undertakes to prevent transfer of such information by any of its members to any party outside of the City Government of Tuguegarao.

VI. OTHER PROVISIONS

It is expressly understood by the PARTIES that the City Government of Tuguegarao is not obliged to pay wage or salary since there is no employer-employee relationship that exists. However, the City Government of Tuguegarao 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;



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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; and
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 CITY GOVERNMENT
OF TUGUEGARAO:**

MAX ZUNIGA AGUINALDO
President

HON. MAILA TING-QUE
City Mayor

WITNESSED BY:

ERNESTO T. ALONZO JR.
SHS Principal, John Wesley College

HON. RONALD ORTIZ
City Councilor