



Office of the Sangguniang Panlungsod

DISTRICT I

Absent

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MAC RAVEN ESPERITU
SK Federation President

Attested by:

ATTY. KENNEDY A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2023-193
Series of 2023

A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A MEMORANDUM OF AGREEMENT WITH CAVITE SCHOOL OF LIFE DASMARIÑAS CAMPUS FOR THE INTERNSHIP PROGRAM FOR GRADE 12 SENIOR HIGH SCHOOL STUDENTS.

Sponsored by:

Hon. Mac Raven Esperitu

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Victorio L. Guerrero, Jr., Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis, and Hon. Levy M. Tela.

WHEREAS, the City Government of Bacoor is committed to providing opportunities for the education and development of its students.

WHEREAS, pursuant to the K-12 program of the Department of Education, senior high school students are required to complete an internship program as part of their academic requirements.

WHEREAS, on February 1, 2023, the Office of the City Mayor received a request from Mr. Michael Solis, the coordinator of the Cavite School of Life Senior High School Department, to enter into a Memorandum of Agreement (MOA) with the City Government of Bacoor for the internship program for Grade 12 senior high school students. The draft MOA is deemed incorporated and made an integral part of this Resolution.

WHEREAS, the internship program is designed to provide students with an opportunity to achieve higher competency in their respective academic tracks.

WHEREAS, the Cavite School of Life Dasmariñas Campus is a reputable educational institution committed to providing quality education to its students.

WHEREAS, it is in the best interest of the City Government of Bacoor to collaborate with the Cavite School of Life Dasmariñas Campus in providing an internship program for Grade 12 senior high school students.

WHEREAS, under the Local Government Code of 1991, the City Mayor shall represent the city in all its business transactions and sign on its behalf all contracts upon the authority of the



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Attested by:

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Sangguniang Panlungsod Secretary

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City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

Sangguniang Panlungsod. Moreover, no contract may be entered into by the local chief executive without the Sangguniang Panlungsod's prior authorization.

NOW THEREFORE, upon motion of Hon. Mac Raven Espiritu, unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the signing of the draft Memorandum of Agreement between the City Government and the Cavite School of Life Dasmariñas Campus. **PROVIDED that:** the authority herein granted shall remain effective until 30 June 2025 and that the said Agreement shall cover all senior high school career tracks and not just in tourism so that more students can benefit from the said program.

RESOLVED LASTLY, to furnish the Office of the City Mayor, the Cavite School of Life Dasmariñas Campus, the University of the Philippines Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.

APPROVED on the 13th day of February 2023 at the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution is true and correct and that it was passed in accordance with the law.

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Attested by:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:

HON. STRIKE B. REVILLA
City Mayor



Cavite School of Life

DASMARIÑAS CAMPUS

Academic Year 2022-2023

MEMORANDUM OF AGREEMENT FOR WORK IMMERSION PARTNERSHIP

This Memorandum of Agreement is entered into this 6th day of February, 2023 in Cavite School of Life, EVY Bldg. Paliparan-Molino Rd., Brgy. Salawag, Dasmariñas City, Cavite Philippines.

The – CAVITE SCHOOL OF LIFE, with School Identification Number 424407 a private school, with principal address at EVY Bldg. Paliparan-Molino Rd., Brgy. Salawag, Dasmariñas City, Cavite, represented in this Agreement by its Director, **MS. MAYBELLE O. YU**, FILIPINO, of legal age, and herein after referred to as the SCHOOL;

-and-

Bacoor Government Center, duly constituted and registered in the Philippines, located at Bacoor Government Center, City Hall, Bayanan, City of Bacoor, Cavite represented in this Agreement by its City Mayor, **HON. STRIKE B. REVILLA**, of legal age, hereinafter referred to as the "COMPANY",

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 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 COMPANY;

WHEREAS, the COMPANY operates in the area where the School is located and has offices, facilities, project sites, and expertise that it can make available to the School for the purpose of student work immersion;

WHEREAS, the COMPANY 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 COMPANY as a donor is entitled to apply for the availment of tax incentives as provided under Republic Act No. 8525 otherwise known as the Adopt –A

School Act of 1998 and as provided under Revenue Regulations No. 10 s. 2003, Implementing the Tax Incentives Provision of RA 8525;

WHEREAS, the SCHOOL and the COMPANY, hereinafter collectively referred to as "the parties", undertake to collaborate for the successful implementation of the SHS in Dasmariñas City, Cavite 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 the 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 specialized subject in SHS. A SHS student has to may 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;
4. Prepare them to meet the needs and challenges of employment, entrepreneurship, or higher education after their graduation.

I. OBJECTIVES OF THE WORK IMMERSION PARTNERHIP

The Work Immersion Partnership has the following objectives:

1. To supplement the formal curriculum of the SHS program with special inputs coming from the COMPANY 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 SCHOOL and the COMPANY, the students, faculty, and staff of the schools concerned will be allowed the use of and access to the COMPANY workplace and equipment as part of their Work Immersion Program.

II. RESPONSIBILITIES OF THE PARTIES

A. Joint Responsibilities

Both the SCHOOL and the COMPANY 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. Adhere to all laws, memoranda and circulars on acceptance of financial assistance as donation.
5. Using the SHS Curriculum Guide for Immersion as basis, 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.
6. Develop a Work Immersion Daily Schedule of Activities that will be followed by the students during the whole duration of the Work Immersion Program.
7. Formulate local school work immersion policies and guidelines on selection, placement, monitoring, and assessment of students (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 (See Annex D)
2. Make the needed adjustments to contextualize the SHS subjects based on inputs coming from the COMPANY
3. Designate a person who will be in-charge of coordinating with the COMPANY 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.
6. Provide the COMPANY an 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 COMPANY as agreed to by the School.
9. Provide signed Consent forms from the parents as applicable.
10. Provide the COMPANY 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 COMPANY.
12. Review, facilitate and endorse the application of the COMPANY to avail of the tax incentives/ exemption as specified in the R.A. 8525 otherwise known as The Adopt-A School Act of 1998.

C. The Company shall:

1. Assign a competent Immersion Coordinator from the COMPANY 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.
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 students to be deployed to the different sections/ departments/ project sites of the COMPANY 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 immersion opportunities for ____ students for Academic Year 2022-2023.
7. Provide students with an orientation about the COMPANY, its line of business, and the work its employees do, and expose them to the various stakeholders of the community in which the COMPANY operates for the student to get a holistic understanding of its business.
8. Similarly ensure that students undergo training related to their course, and provide the student with work or activities that are varied and applicable to their field of study.
9. 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.
10. Evaluate students' performance in the immersion venue by accomplishing provided evaluation tool
11. Issue a Certificate of Completion to the student trainees upon satisfactory compliance with all requirements of the program.
12. Execute a deed of donation in favor of DepEd for the completed Work Immersion Partnership.
13. Submit to the Adopt-A-School Program Secretariat all pertinent documents in support of the amount specified/ claimed for the tax exemption application of the COMPANY.

III. EFFECTIVITY

This agreement shall hold for the duration of the <from year-to-year> Academic School Year and is renewable every year. The COMPANY 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 COMPANY and the SCHOOL reserve their respective rights to terminate their participation in the agreement through formal written notice within thirty (30) days before the effective 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 Company 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 Company shall make available to them shall be used for the sole purpose of student training. All 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 party outside of the Company

VI. OTHER PROVISIONS

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

This agreement may be revised, amended or modified only through a written instrument duly executed and signed by all parties.

FOR THE SCHOOL:

FOR THE COMPANY:

MS. MAYBELLE O. YU
Director

HON. STRIKE B. REVILLA
City Mayor, City of Bacoor

WITNESS BY:
