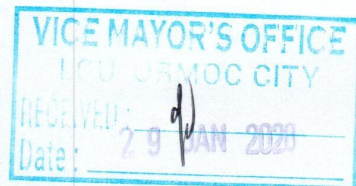


REPUBLIKA NG PILIPINAS
SANGGUNANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNANG PANLUNGSOD SESSION HALL
ON JANUARY 28, 2020

PRESENT:

Leo Carmelo L. Locsin, Jr.
Benjamin S. Pongos, Jr.,
Roiland H. Villasencio,
Tomas R. Serafica,
Nolito M. Quilang,
Eusebio Gerardo S. Penserga,
Jasper M. Lucero,
Peter M. Rodriguez,
Vincent L. Rama,
Lalaine A. Marcos,
Esteban V. Laurente,

City Vice Mayor & Presiding Officer
SP Member, Majority Floor Leader
SP Member, 1st Asst. Majority Floor Leader
SP Member, Presiding Officer "Pro-Tempore"
SP Member, 2nd Asst. Majority Floor Leader
SP Member
SP Member
SP Member
SP Member
SP Member
Ex-Officio SP Member, Chapter President,
Liga ng mga Barangay ng Ormoc
Ex-Officio SP Member, Chapter President,
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON OFFICIAL BUSINESS:

Gregorio G. Yrastorza III, (O.B. — Manila), SP Member

RESOLUTION NO. 2020-035

**AN OMNIBUS RESOLUTION AUTHORIZING THE CITY
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY
MAYOR/OIC MAYOR IN HIS ABSENCE TO ENTER
INTO AND SIGN CONTRACTS AND MEMORANDUM OF
AGREEMENTS (MOA) FOR AND ON BEHALF OF THE
LOCAL GOVERNMENT OF ORMOC (LGU-ORMOC)
WITH DULY LICENSED PUBLIC AND PRIVATE
EDUCATIONAL INSTITUTIONS FOR THE
IMPLEMENTATION OF THE INTERNSHIP, ON-THE-
JOB TRAINING, AND WORK IMMERSION
PROGRAMS, FOR TERTIARY LEVEL STUDENTS
SUBJECT TO THE FOLLOWING CONDITIONS:**

- (1) THAT THE PERIOD OF INTERNSHIP AND IMMERSION PROGRAM IS SPECIFIED;**
- (2) THERE HAS TO BE AN AFFIDAVIT OF CONSENT FROM PARENTS OR GUARDIANS TO BE SUBMITTED TO THE CITY HALL FOR THOSE WHO ARE MINORS;**
- (3) THE REQUEST COVERS ON-THE-JOB-TRAININGS AND THE WORK IMMERSION OF STUDENTS IN THE SECONDARY AND TERTIARY LEVELS, THE COMPLETION OF WHICH IS NECESSARY FOR GRADUATION; AND**
- (4) ALL STUDENTS ENTERING THE CITY HALL UNDER INTERNSHIPS, ON-THE-JOB TRAININGS, OR WORK IMMERSION PROGRAMS MUST BE COVERED BY CONTRACTS BETWEEN THE CITY GOVERNMENT AND THE SCHOOL.**

WHEREAS, this august Body was in receipt of an Indorsement from the Office of the City Mayor dated January 14, 2020, requesting therein for the issuance of an Omnibus Resolution authorizing City Mayor Richard I. Gomez or his representative to sign contracts with duly licensed public and private educational institutions, pertaining to internships, on-the-job (OJT) trainings and work immersion programs which includes secondary and tertiary level students not covered in the Omnibus Resolution 2017-243, photocopies of the MOA are hereto attached and made an integral part hereof;

WHEREAS, the Guiding Principles in the Revised Guidelines for Student Internship Program in the Philippines (SIPP) for all programs (CMO No. 104, s-2017) of the Commission on Higher Education (CHED) states that "the internship program is meant to provide students with an opportunity to complement their formal learning with practical knowledge, skills and desirable attitudes and to gain hands on experience in recognized Host Training Establishment (HTE)";

WHEREAS, the City Government of Ormoc has been receiving requests from colleges and universities in Cebu and Manila signifying interest to have on-the-job training programs in the Ormoc City Government;

WHEREAS, the City Government sees its crucial role in encouraging to promote quality learning experience, provide higher learning and life skills, and harness competency to tertiary level students;

WHEREAS, the City Government considers internship, OJT, and work immersion program partnership with private and public educational institutions a venue to prepare the next generation providing them with the values of public service and leadership;

WHEREAS, the Memorandum of Agreement (MOA) will serve as an instrument for collaborative efforts between the City of Ormoc and the Tertiary Institutions to further develop life and career skills of students, enhance technical knowledge and skills as well as enrich their skills in communication and human relations;

WHEREAS, upon close and thorough review, this Sanggunian finds that the MOA is not contrary to law, public policy, public morals and existing contracts, and the aim is to foster relationships and strengthen partnerships to students who will be able to apply their competencies and acquired knowledge so therefore, most deserving of this august Body's full support and affirmative action;

WHEREFORE, on motion of SP member Nolito M. Quilang, Chairman, Committee, on Education, severally seconded by SP Members Roiland H. Villasencio, Tomas R. Serafica, Eusebio Gerardo S. Penserga, Jasper M. Lucero, Peter M. Rodriguez, Vincent L. Rama, Lalaine A. Marcos, Esteban V. Laurente and Joan Marbie C. Simbajon; be it

RESOLVED AS IT IS HEREBY RESOLVED, to pass AN OMNIBUS RESOLUTION AUTHORIZING THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR/OIC MAYOR IN HIS ABSENCE TO ENTER INTO AND SIGN CONTRACTS AND MEMORANDUM OF AGREEMENTS (MOA) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT OF ORMOC (LGU-ORMOC) WITH DULY LICENSED PUBLIC AND PRIVATE EDUCATIONAL INSTITUTIONS FOR THE IMPLEMENTATION OF THE INTERNSHIP, ON-THE-JOB TRAINING, AND WORK IMMERSION PROGRAMS, FOR TERTIARY LEVEL STUDENTS SUBJECT TO THE FOLLOWING CONDITIONS:

- (1) THAT THE PERIOD OF INTERNSHIP AND IMMERSION PROGRAM IS SPECIFIED;

- (2) THERE HAS TO BE AN AFFIDAVIT OF CONSENT FROM PARENTS OR GUARDIANS TO BE SUBMITTED TO THE CITY HALL FOR THOSE WHO ARE MINORS;
- (3) THE REQUEST COVERS ON-THE-JOB-TRAININGS AND THE WORK IMMERSION OF STUDENTS IN THE SECONDARY AND TERTIARY LEVELS, THE COMPLETION OF WHICH IS NECESSARY FOR GRADUATION; AND
- (4) ALL STUDENTS ENTERING THE CITY HALL UNDER INTERNSHIPS, ON-THE-JOB TRAININGS, OR WORK IMMERSION PROGRAMS MUST BE COVERED BY CONTRACTS BETWEEN THE CITY GOVERNMENT AND THE SCHOOL.

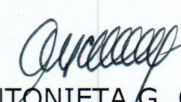
ADOPTED, January 28, 2020.

RESOLVED, FURTHER that copies of the final and notarized Memorandum of Agreement (MOA) be submitted to the Sangguniang Panlungsod ng Ormoc for its information and files;


RESOLVED, FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez; the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine M. Romero; the Human Resource Management Office; the City Local Government Operations Officer-DILG; the Commission on Higher Education; and other concerned offices for their information and guidance.

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.


MARIA ANTONIETA G. CO HAT
Secretary to the
Sangguniang Panlungsod

ATTESTED:


LEO CARMELO L. LOCSIN, JR.
City Vice Mayor & Presiding Officer

ON-THE-JOB TRAINING (OJT), WORK IMMERSION, INTERNSHIP
PROGRAM
MEMORANDUM OF TRAINING AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** entered into between:

THE LOCAL GOVERNMENT OF ORMOC of the, Republic of the Philippines with principal address at Aunubing Street , Ormoc City represented in this Agreement by its **Honorable Mayor, RICHARD L.GOMEZ**, Filipino, of legal age, hereinafter referred to as the **LGU ORMOC**.

-and-

_____ a duly accredited
educational institution with business address at _____
herein represented by _____, President, Filipino, of legal age,
married, hereinafter referred to as the **SCHOOL**.

WITNESETH, That:

WHEREAS, the **SCHOOL**, an accredited institution of learning, seeks to provide its students with the necessary exposure and training in actual worksites to prepare them for employment upon graduation;

WHEREAS, upon request of the **SCHOOL**, the **LGU ORMOC** has agreed to admit student-trainees to the **LGU ORMOC's** work immersion program in support of the **LGU ORMOC's** objective of providing students with the actual work immersion experience and to provide them with the values of public service and leadership;

WHEREAS, this **Memorandum of Agreement (MOA)** will serve as an instrument for collaborative efforts between the **LGU ORMOC** and the **SCHOOL** to further develop life and career skills of students, enhance technical knowledge and skills as well as enrich their skills in communication and human relations;

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereby agree as follows:

A. The **LGU ORMOC** shall;

1. Formulate a supervised training plan for the for the student-trainee, in cooperation with the **SCHOOL**

2. Deploy the student trainee to the different operating units of the LGU within Ormoc City only for a period of _____ hours unless extended upon agreement by the **LGU** and the **SCHOOL**;

3. Specifically, the **LGU ORMOC** shall expose the students to learning experience on actual operations and management under the supervision of the head of the office;

4. Assign personnel or practicum supervisor who will serve as a guide to student trainee. The student will be assigned practical and related works along their area of specification and interest, which should not be hazardous or deleterious in nature;

5. The **LGU ORMOC** through its Practicum Supervisor agrees to accomplish the following:

• Provide student-trainees with appropriate tasks that will give them ample and practical work experiences;

- Assist the student-trainees in the preparation of the work outline sheet;
- To regularly monitor and evaluate the performance of the student-trainees during the entire immersion program period.

6. Involve the student in activities and task to develop attitude and creative abilities to develop professionalism;
7. Enforce rules that will govern the conduct of the program in their premises. The said rules shall be known to the **SCHOOL** and shall be subject to the conformity of the **SCHOOL** and the student-trainee before the start of the training.

B. The **SCHOOL** shall:

1. Pre-screen and endorse to the **LGU ORMOC** a list of student-trainees for internship, work immersion, or OJT placement considering the requirements set by the LGU;
2. Invite the **LGU ORMOC** to participate in its job placement activities;
3. Provide Affidavit(s) of consent from parents or guardians of minor student t;
4. Designate a program coordinator who will be assigned with the following responsibilities:
 - a. Orientation of the students about the rules, proper attitudes and behavior inside the job site, particularly towards the employees, before the start of the training.
 - b. Coordination with the **LGU ORMOC** on the implementation of the training program.
5. Together with the student and parents concerned, renounce and waive any claim against the **LGU ORMOC** for any injury that the students may sustain or loss that suffer, personal or pecuniary, arising from negligence in the performance of their duties and functions while under training. The waiver of the student apprentice and their respective parents shall be submitted to the **LGU ORMOC** prior to the commencement of the training;
6. Hold the **LGU ORMOC** free and harmless from any suits whatsoever in connection with this memorandum;
7. Ensure that all students are apprised of the conditions of the work immersion program and submit proof of compliance thereto. Please provide standard form of conditions, etc.

C. Under this Training Agreement, the following terms and conditions are likewise included:

1. The internship, OJT, work immersion or any similar program covers secondary and/or tertiary level students, the completion of which is necessary as an academic requirement or for graduation as the case may be.

2. All students working for the **LGU ORMOC** as OJT's, intern, or work immersion student-trainee must be covered by contracts between the **LGU ORMOC** and the **SCHOOL**.

3. The **LGU ORMOC** shall require each student-trainee to submit a letter of Recommendation from the **SCHOOL** before admission to the intern, OJT, and Work Immersion Program.

4. The student-trainee shall be held within the premises of his/her assigned work area and scheduled during the 8 hours, this is from 8:00 AM TO 12:00 NN and from 1:00PM TO 5:00 PM, Mondays-Fridays only. However, this number of hours maybe extended based upon written request from the student trainee and with the approval of the head of the **LGU ORMOC**- Human Resource Management Division.

5. It is expressly understood that there will be no employer-employee relationship between the **LGU ORMOC** and the student-trainee of the **SCHOOL**;

6. The student-trainee will be personally responsible for any and all liabilities for damage to property or injury to third persons which may be occasioned by their intentional or negligent acts in the course of their training;

7. The student-trainee and the **SCHOOL** shall abide by the **LGU ORMOC**'s rules and regulations and comply with those imposed for the program; otherwise, they shall be excluded from further participation;
8. The **LGU ORMOC** reserves the right to discontinue the training of any student-trainee on reasonable grounds upon written notice to the **SCHOOL** concerned;
9. The **SCHOOL** may pull out the student from the **LGU ORMOC** on reasonable grounds after written notice about such pull out.

REVIEWED	
ORMOC CITY LEGAL OFFICE	
<input checked="" type="checkbox"/> Approved	
<input type="checkbox"/> Separate Opinion	
<input type="checkbox"/> Drafted by CLO	
<input type="checkbox"/> Not contrary to laws, public policy, moral.	
Amendments/Revisions	
BY: <i>[Signature]</i>	DATE: <i>[Date]</i>

D. Duration:

This **AGREEMENT** shall take effect immediately upon signing hereof and shall continue thereafter,

Provided however that provisions of this agreement may be amended by written consent by both Parties herein and provided further that the **LGU ORMOC** or the **SCHOOL** reserves the right to Withdraw its participation in the agreement upon written notice.

IN WITNESS WHEREOF, the parties have here unto affixed there signature on this _____ day of _____ 2019 in Ormoc City, Leyte.

LOCAL GOVERNMENT UNIT OF
ORMOC

By:

HON. RICHARD I. GOMEZ

CITY MAYOR

ID NUMBER:
DATE OF ISSUE:

By:

SCHOOL-PRESIDENT

ID NUMBER:
DATE OF ISSUE:

Signed in the presence of:

WITNESS

WITNESS

REVIEWED
ORMOC CITY LEGAL OFFICE
<input checked="" type="checkbox"/> Approved
<input type="checkbox"/> Separate Opinion
<input type="checkbox"/> Drafted by CLO
<input type="checkbox"/> Not contrary to laws, public policy, moral.
<input checked="" type="checkbox"/> Amendments/Revisions
BY: <u>Atty. Arnis M. ...</u> DATE: <u>DEC 16 2019</u>

ACKNOWLEDGEMENT

Before me, a Notary Public in the city of Ormoc, personally appeared _____ and _____ ID numbers indicated above, known to me to be the same persons who executed the forgoing instrument and they acknowledge to me the same is their free will and voluntary deed and that of the institutions herein represented.
Witness my hand and seal on this _____ day of _____ 2019 in Ormoc City, Leyte.

PUBLIC

NOTARY

Doc. No. _____
Page No. _____
Book No. _____
Series of 2019

ORMOC A
ROMERO