



EXCERPT FROM THE MINUTES OF THE 13th REGULAR SESSION OF THE HONORABLE SANGGUNIANG BAYAN, TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING ON MARCH 30, 2022 AT 8:45 IN THE MORNING

PRESENT:

HON. VIRGILIO T. TERUEL,	- Vice Mayor & Presiding Officer
HON. NERI T. CAMIÑA	- S.B. Member
HON. MARLON R. TERUÑEZ	- S.B. Member
HON. SUZETTE MARIE HILADO-BANNO	- S.B. Member
HON. REYNALDO E. TUMABOTABO	- S.B. Member
HON. JULIUS T. LEDESMA	- S.B. Member
HON. MA. GERRYLIN SANTUYO-CAMPOSAGRADO	- S.B. Member
HON. NORBERTO T. TURALBA	- S.B. Member
HON. JERRY T. TUARES	- Liga President
HON. DYOSSA MARIE T. TERUÑEZ	- SKMF President

ABSENT:

HON. DENNIS T. VALENCIA	- S.B. Member (<i>Special Priv. Leave</i>)
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Resolution No. 2022-037

RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR ATTY. SUZETTE TENEFRANCIA-ALQUISADA FOR AND IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE AKLAN STATE UNIVERSITY, BANGA AKLAN FOR THE ON-THE-JOB TRAINING (OJT) PROGRAM FOR THE STUDENTS.

WHEREAS, the Local Chief Executive in a letter dated March 29, 2022 requested this Sangguniang Bayan for the URGENT passing of a *“Resolution Authorizing the Municipal Mayor, Atty. Suzette Tenefrancia-Alquisada, for and in Behalf of the Municipality of Tigbauan to Enter Into a Memorandum of Agreement (MOA) with the Aklan State University for the On-The-Job Training (OJT) Program for the Students;*

WHEREAS, said **Memorandum of Agreement** shall be made and entered into by, and between the following parties:

- The **MUNICIPALITY OF TIGBAUAN**, a business entity, duly organized and existing under and virtue of the laws of the Philippines referred to as **“Host Training Establishment (HTE)”**, with office address at Tejero St., Tigbauan, Iloilo represented by its Municipal Mayor, **ATTY. SUZETTE T. ALQUISADA**;
- The **AKLAN STATE UNIVERSITY-COLLEGE OF AGRICULTURE, FORESTRY AND ENVIRONMENTAL SCIENCES**, a Higher Education Institution (HEI) with address at Banga, Aklan, referred to as **“Higher Education Institution (HEI)”** represented by **DR. EMILY M. ARANGOTE**.

WHEREAS, the Municipality of Tigbauan, in the exercise of its corporate social responsibility, promotes and supports Higher Education Institution’s (HEI’s) and finds the existing program offering of the HEI’s using the Student Internship Program in the Philippines (SIPP) in line with such purpose as well as its own manpower development program;

WHEREAS, pursuant to such objective of promoting and providing students with competitive skills and attitudes for employment, and to identify future career directions and

become candidate for future job opening, the LGU Tigbauan has expressed its willingness to partner with the HEI and accept students/trainees to undergo the required On-the-job-training;

WHEREAS, for and in consideration of the foregoing premises and of the terms provided below, the parties hereby agree to execute this Memorandum of Agreement under the following terms and conditions:

Section 1. *The HEI and the HTE shall establish a training partnership under the Student Internship Program in the Philippines;*

Section 2. *As part of the partnership, the HEI and the HTE agrees to undertake the following functions and responsibilities:*

A. **The Host Training Establishment shall:**

1. *Undertake to carry out on-the-job training for the students/trainees nominated by the HEI in accordance with the Training Plan jointly worked out by the HTE and the HEI following a scheme of Student Internship Program in the Philippines and within the training schedule specified.*
2. *Assign personnel to train and guide the students/trainees, make recommendations regarding discipline and proper behavior and determine the proficiency of the students/trainees in specific trade or craft;*
3. *Provide the students/trainees with the necessary tools and materials required during the training;*
4. *Designate/appoint a Training Coordinator to represent the HTE in all meetings with the HEI in connection with the implementation of SIPP and other related concerns;*
5. *Evaluate trainee performance following the evaluation performance criteria provided by the HEI;*
6. *Issue certificate of training to student/trainee upon completion of the training;*
7. *In addition to the above, compliance with the applicable provisions of Republic Act 7722 "Higher Education Act of 1994".*

B. **The Higher Education Institution shall:**

1. *Facilitate the processing and linkage of the student/trainee to the HTE and furnish the HTE with a copy of letter of intent;*
2. *Recommend students/trainees who will undergo the on-the-job training in the HTE;*
3. *Designate/appoint an on-the-job training Coordinator(s) who will be responsible for:*
 - a. *Meeting regularly with the HTE Training Coordinator;*
 - b. *Orienting the students/trainees about proper attitude and behavior to be observed within the company site;*
 - c. *Monitoring and evaluating the performance of students/trainees in the THE during the on-job-training;*
 - d. *Conducting monthly visit at the Host Training Establishment to monitor the status of the program;*
4. *Undertake the in-school training by conducting theoretical subjects and laboratory practice related to the approved curriculum and Training Plan jointly developed with the HTE;*
5. *Exercise due care and diligence in the selection and supervision of the trainees in order that injury, damage or loss of person(s) and property within the HTE premises will be avoided;*
6. *In addition to the above, comply with the applicable provisions of the Republic Act No. 7722 "Higher Education Act of 1994".*

Section 3. *The HEI and the HTE further agrees that for the duration of the on-the-job training of the HEI's students/trainees, the following shall be observed:*

1. *There is no employer-employee relationship between the HTE and the students/trainees. Neither is the accommodation given by the HTE in allowing the students/trainees to undergo in-plant training be considered as a guarantee for employment with the HTE upon completion of the program;*
2. *The HTE is not obliged to pay the students/trainees compensation of any kind, other than the grant of the training allowance during the on-the-job training herein elsewhere provided;*
3. *The students/trainees and the HEI shall abide by the HTE's rules and regulations and with those imposed for the program, otherwise, they shall be excluded from further participation therein;*

- 4. The HTE reserves the right to refuse acceptance of any students/trainees nominated or recommended by the HEI and discontinue the training of any such trainee on reasonable grounds after written notice to the HEI;
- 5. The HEI may pull-out any students/trainees from the HTE on reasonable grounds after it has sent a written notice of such pull-out;
- 6. The HTE may extend the on-the-job training of students/trainees who have exceeded the allowable number of training hours, subject to the approval of the HEI.

Section 4. That all business and technical information, data, software and related documentation, in whatever form provided, recorded or unrecorded (hereinafter collectively referred to as "information") which the HTE may furnish or has furnished HEI and the students/trainees shall be:

- 1. used solely for the purpose for which it was furnished;
- 2. treated in strict confidentiality and the students/trainees cannot without the consent of the HTE, be examined as to any communication made to them in the course of training;
- 3. not be reproduced, except as necessary for its authorized use; and
- 4. returned (if in tangible form) together with all copies thereof when demanded by the HTE or when no longer needed.


NOW THEREFORE, upon motion of HON. NERI T. CAMIÑA, Chairman, *Committee on Education, Tourism and Civil Service* and duly seconded by Hon. Marlon R. Teruñez, Hon. Suzette Marie Hilado-Banno, Hon. Reynaldo E. Tumabotabo, Hon. Julius T. Ledesma, Hon. Ma. Gerrylin Santuyo-Camposagrado, Hon. Norberto T. Turalba and Hon. Dyossa Marie T. Teruñez;

RESOLVED, to authorize the Municipal Mayor Atty. Suzette Tenefrancia-Alquisada for and in behalf of the Municipality of Tigbauan to Enter Into A Memorandum of Agreement (MOA) with the Aklan State University for the On-The-Job Training (OJT) Program for the Students;

RESOLVED FURTHER, to furnish copies of this Resolution to Hon. Mayor Suzette Tenefrancia-Alquisada, to the Aklan State University and to all concerned for their information and/or appropriate action.

APPROVED.

CERTIFIED CORRECT:


MARLENE TAYO-NAVA
S.B. Secretary

ATTESTED:


ATTY. VIRGILIO T. TERUEL
Vice Mayor & Presiding Officer

HON. VIRGILIO T. TERUEL, *Lawyer*
Municipal Vice Mayor

Sangguniang Bayan Members:

Hon. Dennis T. Valencia
Hon. Neri T. Camiña
Hon. Marlon R. Teruñez, *Ph.D.*

Hon. Suzette Marie Hilado-Banno, *M.D.*
Hon. Reynaldo E. Tumabotabo
Hon. Julius T. Ledesma, *O.D.*
Hon. Ma. Gerrylin Santuyo-Camposagrado, *Lawyer, MPA*

Hon. Norberto T. Turalba
Hon. Jerry T. Tuares, *LNB-Pres.*
Hon. Dyossa Marie Teruñez, *SKMF Pres.*