



EXCERPT FROM THE MINUTES OF THE CY 2022 – 33<sup>RD</sup> REGULAR SESSION OF THE HONORABLE SANGGUNIANG BAYAN TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING ON AUGUST 17, 2022 AT 9:20 O’CLOCK IN THE MORNING

**PRESENT:**

HON. LUGEN T. ORTILANO,	-	Vice Mayor & Presiding Officer
HON. JULIUS T. LEDESMA	-	SB Member & Temp. Pres. Officer
HON. ADRIAN S. CAMPOSAGRADO	-	SB Member
HON. NERI T. CAMIÑA	-	SB Member
HON. REYNALDO E. TUMABOTABO	-	SB Member
HON. NORBERTO T. TURALBA	-	SB Member
HON. JERRY T. TUARES	-	SB Member
HON. JOEL L. SAYSON	-	SB Member
HON. ANA ROWENA A. PERERA	-	SB Member
HON. MARIBETH L. TUPINO	-	Liga President
HON. DYOSSA MARIE TERUÑEZ	-	SKMF President

**ABSENT: NONE**

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**Resolution No. 2022-100**

RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR, ATTY. VIRGILIO T. TERUEL FOR AND IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE JOHN B. LACSON FOUNDATION MARITIME UNIVERSITY (MOLO), INC., MOLO, ILOILO CITY FOR THE ON-THE-JOB TRAINING (OJT) PROGRAM FOR STUDENTS.

WHEREAS, the Local Chief Executive in a letter dated August 16, 2022 requested this Sangguniang Bayan for the URGENT passing of a *“Resolution Authorizing the Municipal Mayor, Atty. Virgilio T. Teruel, Municipal Mayor, for and in Behalf of the Municipality of Tigbauan to Enter Into a Memorandum of Agreement (MOA) with the John B. Lacson Foundation Maritime University (Molo), Inc., Molo, Iloilo City for the On-The-Job Training (OJT) Program for Students;”*

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

- The **JOHN B. LACSON FOUNDATION MARITIME UNIVERSITY (MOLO), INC.**, a public institution of higher learning, organized and existing under R.A. 10595, with office address at Molo, Iloilo City, Philippines, represented by **RONALD RAYMOND L. SEBASTIAN, Chief Executive Officer**, as “UNIVERSITY”; and
- The **MUNICIPALITY OF TIGBAUAN**, a local government unit with principal office address at Tejero St., Tigbauan, Iloilo represented by its Local Chief Executive, **ATTY. VIRGILIO T. TERUEL**, as “HOST ESTABLISHMENT”;

WHEREAS, the mandate of the **UNIVERSITY** is to provide higher professional/technical and special purposes of **Bachelor of Science in Tourism Management** students and to promote higher learning that will generate great opportunities for its students in the near future;

WHEREAS, pursuant to this mandate, the **UNIVERSITY** believes in the holistic training of its students whereby learning is not only confined to the four walls of the classroom, but also in the immersion of the students in an actual work environment by way of Student Internship Program (SIP);

WHEREAS, pursuant to this mandate, the **UNIVERSITY** has instituted the Career Development and Student Internship Program under which students are adequately exposed and immersed in an actual work environment to enable them to acquire the necessary training, knowledge, skills, attitudes, and values beyond the reach of classroom instructions;

WHEREAS, the **UNIVERSITY** requires its students to undergo Student Internship Program (SIP) to complete their respective degrees/courses;

WHEREAS, for and in consideration of the foregoing premises, the Parties hereby agree as follows:

1. *They will agree on the schedule of the training of the students.*
2. *The practicum student concerned shall not be an employee of the **LGU-Tigbauan** and nothing herein shall be construed as creating an employer-employee relationship between the latter and said student, and as such the student is not expected to receive any compensation for the services rendered for practicum; furthermore, the **LGU-Tigbauan**, is not obliged to give employment to the apprenticed student after the termination of the aforementioned Practicum Training Program.*
3. *The **LGU-Tigbauan** will allow the practicum coordinator of the **UNIVERSITY** to visit the students and check on their training and gather feedback from the **LGU-Tigbauan**.*
4. *That **LGU-Tigbauan** shall have the right to terminate the training program of any student whose continued presence in the premise and facilities, as determined by the manager is likely to be prejudicial to the **LGU-Tigbauan**.*
5. *The **UNIVERSITY** shall hold the **LGU-Tigbauan** harmless and free from liability for any and all claims arising from the deliberate of unlawful act or negligence of the student. Neither shall liability attach against the **UNIVERSITY** and **LGU-Tigbauan**, its officers, employees, agents, and representatives for the death of, nor bodily injuries and sickness **LGU-Tigbauan** sustained by any student in consequence of accident or deliberate act or negligence of the Third Parties or strangers.*
6. *The parents or guardian of the student-trainee shall be responsible for the personal needs and conduct of their son/daughter/ward during the training period.*
7. *The student-trainees of the **UNIVERSITY** shall not be made to work overtime (unless with the written consent of the parent/guardian and duly noted by the Practicum Coordinator), nor to take over the position of any employee of the training establishment, nor be compensated either as a substitute or a regular employee.*
8. *Risk Reduction Management guidelines between the **LGU-Tigbauan** and the **UNIVERSITY** on the ongoing COVID-19 Pandemic:*
  - a. *The **LGU-Tigbauan** and the **UNIVERSITY** shall adopt and implement the appropriate vaccination policy in the workplace as part of the Occupational Safety and Health consistent with the guidelines issued by the Department of Health (DOH) and the Inter-Agency Task Force (IATF) in accordance with existing laws, rules, and regulations.*
  - b. *The **LGU-Tigbauan** and the student-trainees must monitor strict compliance with the minimum public health standards and physical distancing protocol as a general rule under*
  - c.

- d. any community quarantine level to minimize the health risk and prevents the spreading of the virus.
- e. The **LGU-Tigbauan** on their implementation arrangement and protocols shall be reviewed regularly by the Practicum Coordinator to ensure compliance with the updated guidelines set by the Inter-Agency Task Force for the Management of Emerging Infectious Diseases (IATF-EID).
- f. The student-trainee is fully and personally responsible for their safety and actions during the training period.

NOW, THEREFORE, on motion of HON. ADRIAN S. CAMPOSAGRADO, *Chairman, Committee on Education, Tourism & Civil Service* and duly seconded by Hon. Neri T. Camiña, Hon. Reynaldo E. Tumabotabo, Hon. Julius T. Ledesma, Hon. Norberto T. Turalba, Hon. Jerry T. Tuares, Hon. Joel L. Sayson, Hon. Ana Rowena A. Perera, Hon. Maribeth L. Tupino and Hon. Dyossa Marie Teruñez;

RESOLVED, to authorize the Municipal Mayor, Atty. Virgilio T. Teruel for and in Behalf of the Municipality of Tigbauan to Enter Into a Memorandum of Agreement (MOA) With the John B. Lacson Foundation Maritime University (Molo), Inc., Molo, Iloilo City for the On-the-Job Training (OJT) Program for Students;

RESOLVED FURTHER, to forward copies of this Resolution to Hon. Virgilio T. Teruel, Municipal Mayor and to John B. Lacson Foundation Maritime University (Molo), Inc., Molo, Iloilo City for their information.

APPROVED.

CERTIFIED CORRECT:

  
**MARLENE TAYO-NAVA**  
S.B. Secretary

ATTESTED:

  
**LUGEN T. ORTILANO**  
Vice Mayor & Presiding Officer

HON. LUGEN T. ORTILANO  
Municipal Vice Mayor  
*Sangguniang Bayan Members:*

HON. ADRIAN S. CAMPOSAGRADO  
HON. NERI T. CAMIÑA  
HON. REYNALDO E. TUMABOTABO  
HON. JOEL L. SAYSON

HON. JULIUS T. LEDESMA, O.D.  
HON. NORBETO T. TURALBA  
HON. JERRY T. TUARES, C.E.

HON. ANA ROWENA ARIAS-PERERA, R.N. M.A.N.  
HON. MARIBETH LEDESMA-TUPINO, LNB President  
HON. DYOSSA MARIE TERUÑEZ, SKMF President