



EXCERPT FROM MINUTES OF THE CY 2024 – 16th REGULAR SESSION OF THE HONORABLE SANGGUNIANG BAYAN TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING ON APRIL 17, 2024 AT 10:05 IN THE MORNING

PRESENT:

HON. LUGEN T. ORTILANO,	-	Vice Mayor & Presiding Officer
HON. ADRIAN S. CAMPOSAGRADO	-	SB Member
HON. NERI T. CAMIÑA	-	SB Member
HON. REYNALDO E. TUMABOTABO	-	SB Member
HON. JULIUS T. LEDESMA	-	SB Member
HON. NORBERTO T. TURALBA	-	SB Member
HON. JERRY T. TUARES	-	SB Member
HON. JOEL L. SAYSON	-	SB Member
HON. GAYLORD T. TRASPORTO	-	Liga President

OFFICIAL TRAVEL:

HON. ANA ROWENA A. PERERA	-	SB Member
<i>(To attend Barangay Health Workers District Congress, April 17, 2024 at Mun. of San Joaquin (Public Plaza), Iloilo)</i>		
HON. FLORENCE JOY V. CABALONGA	-	SKMF President
<i>(To attend the Second Run of the 15th Interactive Youth Forum on April 17-19, 2024 at Crown Legacy Hotel, Baguio City)</i>		

ABSENT: NONE

Resolution No. 2024-046

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 PHINMA UNIVERSITY OF ILOILO, RIZAL STREET, ILOILO CITY FOR THE IMPLEMENTATION OF ON-THE-JOB TRAINING (OJT) PROGRAM OF STUDENTS.

WHEREAS, the Local Chief Executive in a letter April 16, 2024 requested this Sangguniang Bayan for the URGENT passing of a *“Resolution Authorizing the Municipal Mayor, Atty. Virgilio T. Teruel, for in Behalf of the Municipality of Tigbauan to Enter Into a Memorandum of Agreement (MOA) With the PHINMA University of Iloilo, Rizal Street, Iloilo City for the Implementation of on-the-Job Training (OJT) Program of Students”*;

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

- The **University of Iloilo**, a domestic corporation, organized and existing under the laws of the Republic of the Philippines, with principal address at Rizal St., Iloilo City, represented by **Chief Operations Officer, OFELIA ODILAO-BISNAR** as **FIRST PARTY**; and
- The **Local Government Unit of TIGBAUAN**, a government institution and existing under the laws of the Philippines, with principal office at Tigbauan, Iloilo, Philippines, represented by its Municipal Mayor, **ATTY. VIRGILIO T. TERUEL**, as **“SECOND PARTY”**

WHEREAS, the **FIRST PARTY** is implementing its internship program for students who are required to undergo a hands-on training in a duly-licensed business establishment on a part-time basis, for a period of not less than **four hundred (400)** hours;

WHEREAS, the objective of the Internship Program is to enhance the employability and global competitiveness of the students, to provide a beneficial network between the first party and industry partners and to institute curricular innovations responsive to the demands of the industry, as well as to the learning experience and training requirements of students;

WHEREAS, the **FIRST PARTY** is considering and offering to the **SECOND PARTY**, as one of the industry partners, to achieve the strategic objectives of the Program. Pursuant thereof, qualified students of the **FIRST PARTY** shall undergo on-the-job internship training by the **SECOND PARTY**;

WHEREAS, for and in consideration of the foregoing premises, the parties hereby bind themselves to undertake this Agreement, under the following terms and conditions:

1. Upon request of the **FIRST PARTY**, the **SECOND PARTY** shall inform the **FIRST PARTY** of openings which are available for OJT students.
2. The **FIRST PARTY** shall provide the **SECOND PARTY** a list of prospective candidates for its consideration for said OJT program.
3. The **FIRST PARTY** shall issue an OJT Request Form, an official endorsement letter vouching for the character and well-being of the candidate and their resume for evaluation of the **SECOND PARTY**.
4. The **SECOND PARTY** shall review the credentials of potential interns submitted by the **FIRST PARTY** and may call the potential candidates for final interview.
5. The **SECOND PARTY** shall send a final notice of acceptance or non-acceptance as indicated on the OJT Request Form to the **FIRST PARTY** at the soonest time possible.
6. Upon deployment, the **SECOND PARTY** shall orient and train the intern relative to appropriate company policies, administration, programs, and the scope of internship including assignments, responsibilities and schedules.
7. The **SECOND PARTY** shall assign a person to serve as Intern Supervisor and liaison officer with the **FIRST PARTY**.
8. The **FIRST PARTY** shall assign a Faculty Adviser as the focal person responsible for all aspects of the Internship program which includes coordination, monitoring, implementation and evaluation.
9. The **FIRST PARTY** shall arrange for an initial meeting with the Intern Supervisor, the Faculty Adviser and the Student Intern to establish the specific learning objectives of the Student Intern to be accomplished during the internship period. During this initial meeting, the **FIRST PARTY** shall provide the **SECOND PARTY** with the Student Intern's OJT calendar, daily time record and evaluation forms to be accomplished by the Intern Supervisor and/or other authorized representative of the **SECOND PARTY** in the course of the internship period. This meeting will also serve as the orientation session clarifying existing standards, rules and regulations set by the **SECOND PARTY** for observance and strict compliance.
10. The **SECOND PARTY** shall provide the intern an opportunity to experience different responsibilities in order to acquire and apply knowledge, skills and values pertinent to the company's vision, mission and strategic objectives.
11. The **SECOND PARTY** shall treat the Student Interns in a professional manner, and shall not subject them to tasks and work assignments that are risky, dangerous or unrelated to the purpose of this Agreement.
12. The **FIRST PARTY**, through its duly assigned Faculty Adviser, shall visit the internship site at least once to confer with the Intern Supervisor regarding the Student Intern's progress and performance.
13. The Student Interns of the first party shall be personally responsible for any and all liabilities arising from gross negligence in the performance of their duties and functions while under training.
14. The Student Interns of the first party shall not divulge any information that they may have access to and any such information shall not be discussed or shared to the public nor shall any materials be taken by the Student Interns from the **SECOND PARTY** and reproduced in any manner. Violation of this provision will automatically translate to a grade of 5.0 in the student intern's Practicum grade.
15. The **SECOND PARTY** shall inform the **FIRST PARTY** if Student Interns were found in violation of the former's existing standards, rules and regulations discussed during the initial meeting. In such case, the **FIRST PARTY** shall voluntarily withdraw the Student Intern from internship duty. Violation of this provision will automatically translate to a grade of 5.0 in the student intern's Practicum grade.
16. The **FIRST PARTY** shall voluntarily withdraw a Student Intern who has incurred any one of the following: 4 absences, or 2 absences without official notice or 7 times that the student intern was 15 minutes late from the call time, which will automatically translate to a grade of Failure due to Absence (FDA) or a grade of 5.0 in the student intern's Practicum grade.

17. The **SECOND PARTY** shall only allow the Student Interns to work for not more than eight (8) hours per day excluding their one (1) hour lunch break and not more than six (6) days a week, from Monday to Saturday. An 8-hour shift shall be from 8am to 5pm, 8:30am to 5:30pm or 9am to 6pm only. A 15-minute grace period shall be allowed by the **SECOND PARTY**.
18. The **SECOND PARTY** shall excuse the Student Interns from their duties during the school's Institutional events, examination week, and holidays as determined by the **FIRST PARTY** and indicated in the OJT calendar.
19. The duration of the program shall be equivalent to **four hundred (400)** working hours unless otherwise agreed upon by both parties in writing.
20. The **SECOND PARTY** shall issue a Certificate of Completion in favor of the Student Intern after the completion of equal to, less or more **four hundred (400)** working hours, representing actual number of hours rendered by the Student Intern.
21. Any amendment or modification thereto must be in writing and signed by the parties thereto.
22. This Memorandum of Agreement shall become effective upon signature of both parties and shall continue to be valid this summer term of the academic year 2023-2024 until written notice of termination is given by one party to the other party at least thirty (30) days prior to the date of intended termination.

NOW, THEREFORE, on motion of HON. ADRIAN S. CAMPOSAGRADO, Chairman, Committee on Education, Tourism and Civil Service and duly seconded by Hon. Reynaldo E. Tumabotabo, Hon. Julius T. Ledesma, Hon. Norberto T. Turalba, Hon. Jerry T. Tuares, Hon. Joel L. Sayson and Hon. Gaylord T. Trasporto,

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 PHINMA University of Iloilo, Rizal Street, Iloilo City for the Implementation of On-The-Job Training (OJT) Program of Students;

RESOLVED FURTHER, to forward copies of this Resolution to the Office of the Municipal Mayor, Atty. Virgilio T. Teruel, to PHINMA University of Iloilo thru its Chief Operations Officer, OFELIA ODILAO-BISNAR and all concerned for their information and guidance.

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

HON. ANA ROWENA ARIAS-PERERA, R.N. M.A.N.
HON. GAYLORD T. TRASPORTO, LnB President
HON. FLORENCE JOY V. CABALONGA, PPSK President