MEMORANDUM OF AGREEMENT

This Agreement is made and entered among:

The CITY GOVERNMENT OF NAGA, a local government unit existing under Philippine Law with office address at City Hall, J. Miranda Avenue, Naga City represented by the Mayor, HON. JOHN G. BONGAT, hereinafter referred to as “LGU-NAGA CITY”;

The DEPARTMENT OF EDUCATION – DIVISION OF NAGA CITY, a schools division of the Department of Education, with office address at DepEd Naga City Division Office, Roxas Avenue, Triangulo, Naga City, represented herein by the Schools Division Superintendent, DIOSDADO M. SAN ANTONIO, hereinafter referred to as “DEPED-NAGA CITY”;

-and-

The LOCAL GOVERNMENT OF BARANGAY ABELLA, a local government unit existing under Philippine Law with office address at Brgy. Government Center Building, ABELLA, Naga City represented by the Barangay Chairman Apolinario D. Malana Sr., hereinafter referred to as “LGU-BARANGAY ABELLA”;

WITNESSETH THAT:

WHEREAS, all parties are cognizant of the increasing number of school age Filipinos whom are out of school;

WHEREAS, all parties recognize the urgent need to broaden access to basic education among the out-of-school youth and adults (OSYAs) as well as to integrate Information and Communications Technology (ICT) supported models in the Philippine alternative education system, specifically by maximizing the use of such technology in teaching the Accreditation and Equivalency (A&E) program of DepED’s Alternative Learning System (ALS);

WHEREAS, Department of Education (DepED), through its Bureau of Alternative Learning System (BALS), entered into a Memorandum of Understanding that commits both parties in setting up eSkwela Community eLearning Centers to cater to OSYAs, provide educators’ training, and provide e-learning materials to enhance learning through the use of interactive multimedia learning materials based on printed versions of DepED-BALS’s core modules;

WHEREAS, the DEPED-NAGA CITY is the government unit that oversees programs and projects directed at providing non-formal education in Naga City;

WHEREAS, LGU-NAGA CITY is spearheading the implementation of an eSkwela Center in Naga City;

WHEREAS, LGU-BARANGAY ABELLA is spearheading the implementation of an eSkwela Center in ABELLA, Naga City;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree to establish, operate, and sustain an eSkwela Center and bind themselves to the terms and conditions stated hereunder.

1. Description

The eSkwela Project is a project of the DepEd-BALS envisioned to provide an ICT enhanced education for OSYAs in the country. The initiative responds directly to a national development priority and will bring e-learning opportunities and ICT for learning resources to mobile teachers, instructional managers and out-of-school learners in the Philippines in an exciting, innovative, and locally meaningful way.

The objective of this project is to establish eSkwela Community eLearning Centers throughout the country where the out-of-school youth and other community members can learn new skills and competencies, review for the Accreditation and Equivalency Exam of DepED-BALS, and/or help prepare the OSYAs to rejoin the formal school system.
2. Duties and Responsibilities of LGU NAGA CITY

Under this AGREEMENT, the LGU NAGA, through its Naga City eSkwela Center and Education Scholarship and Sports Office (ESSO) shall support the implementation of the eSkwela Center through but not limited to the following:

2.1 Provide electronic versions of the DepED-BALS' print modules and a Learning Management System (LMS) customized for the eSkwela Center;

2.2 Coordinate with the eSkwela Center’s network administrator in the set-up, testing, and installation of the Center’s computer equipment and network peripherals;

2.3 Assist in the set-up of a working relationship between the parties involved in the implementation of the eSkwela Center;

2.4 Conduct training activities pertinent to the operation of the eSkwela Center, including training on center management, network administration, teacher training and other training activities deemed appropriate by CICT;

2.5 Monitor and evaluate (M&E) the implementation and operation of the eSkwela Center as well as recommend the best strategies and options for its sustainability;

2.6 Assign a point person to represent LGU NAGA in the local eSkwela Steering Committee.

3. Duties and Responsibilities of the DEPED-NAGA CITY

Under this AGREEMENT, the DEPED-NAGA CITY shall support the implementation of the eSkwela Center, through but not limited to the following:

3.1 Assign and supervise the District ALS Coordinators, mobile teachers and instructional managers who will be assigned as the learning facilitators at the eSkwela Center who will implement the eSkwela Instructional Model;

3.2 Select the OSYAs who will participate as learners at the eSkwela Center;

3.3 Provide additional funding for the operations of the eSkwela Center as may be allowed by law;

3.4 Provide for the training expenses and all possible incentives for professional development activities of ALS implementers at the eSkwela Center;

3.5 Promote the integration of ICT in the ALS curriculum by, among others, encouraging and supporting ICT-related initiatives and projects of mobile teachers / instructional managers and learners of Naga City, BARANGAY ABELLA in particular;

3.6 Facilitate the conduct of eSkwela training activities by providing administrative and logistical support whenever necessary;

3.7 Assist in the monitoring and evaluation of the eSkwela Center’s operations;

3.8 Assign a point person to represent the DEPED-NAGA CITY in the eSkwela Center’s Steering Committee.

4. Duties and Responsibilities of the LGU-BARANGAY ABELLA

Under this AGREEMENT, the LGU- BARANGAY ABELLA shall support the implementation of the eSkwela Center through but not limited to the following:

4.1 Provide the principal and primary funding for the operations of the eSkwela Center as may be allowed by law;
4.2 Provide the computers, multimedia and network peripherals, and air-conditioning unit for the eSkwela Center;

4.3 Provide the space / room for the eSkwela Center;

4.4 Ensure the continuous provision of electricity and broadband Internet connection during the conduct of eSkwela learning sessions;

4.5 Facilitate the conduct of various training / seminar workshops related to the implementation and sustainability of the Center by providing administrative and logistical support;

4.6 Link the eSkwela program with existing community initiatives within the BARANGAY;

4.7 Make recommendations on the designation of a Center Manager and Network Administrator for the eSkwela Center according to the requirements set by the Steering Committee;

4.8 Assist in the monitoring and evaluation of the eSkwela Center’s operations;

4.9 Assign a point person to represent the LGU-BARANGAY ABELLA in the eSkwela Center’s Steering Committee;

5. Function of the local eSkwela Steering Committee

A local Steering Committee shall be the eSkwela Center’s deciding body on matters other than day to day operations and management of the center as well as to oversee, monitor, and sustain all aspects of the Center’s implementation. It shall be composed of 1 representative from the LGU NAGA, 1 representative from DEPED-NAGA CITY, and 1 representative from LGU-BARANGAY ABELLA. The members of the local eSkwela Steering Committee shall be responsible for the following:

5.1 Supervise the preparations for the Center’s operations;

5.2 Assign a Center Manager, Network Administrator, and other support staff to operate the Center;

5.3 Allow the personnel stated in 5.2 to undergo training as deemed appropriate by LGU Naga and DepEd-BALS;

5.4 Conduct regular steering committee meetings to discuss and decide on concerns and issues pertinent to the eSkwela Center’s implementation and operation;

5.5 Undertake additional tasks to benefit the eSkwela Center


6.1 The electronic modules provided by DepEd-BALS shall only be used within the Instructional Model of the eSkwela Center, and may not be reproduced and distributed without the expressed written consent of the DepEd-BALS.

The learning facilitators assigned at the eSkwela Center will coordinate with LGU-BARANGAY ABELLA on the access of computer laboratory, computer units, working space and other multimedia and network peripherals for eSkwela use.

6.3 No equipment of the eSkwela Center may be used for any other purpose than for that which is stated in this Agreement without the permission of LGU-ABELLA.

6.4 All parties shall exert efforts in the establishment of partnership with the Parent-Teacher-Community Association, if any, the Local Government Unit, the private sector, non-government organizations, and all other organizations that can help in sustaining the operations of the eSkwela Center;

6.5. This Agreement is not assignable to any other party without written permission from all of the parties. Any attempt to assign any rights, duties and obligations that arise under this Agreement without such prior permission shall be void.
6.6. There shall be no employer-employee or principal-agent relations among the parties. Each party shall be responsible for claims of its employees for death or injury sustained in the course of performing their functions.

6.7. The parties shall negotiate in good faith to resolve any dispute arising between the parties in respect of the interpretation of this Agreement and the performance of obligations hereunder.

6.8. Any dispute that may arise from this agreement shall be resolved in accordance with the applicable laws and regulations.

7. Effectivity and Termination

7.1. This Agreement takes effect upon signing and shall remain effective unless revoked by the parties.

7.2. DEPED- BALS or LGU NAGA CITY, through monitoring and evaluation, reserves the right to extend or revoke this agreement, as dependent on the performance assessment of the eSkwela Center and the fulfillment of the tasks and responsibilities assigned to the parties.

7.3. This Agreement is made under and shall be construed according to the laws of the Republic of the Philippines.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 22th day of December 2011 in Naga City.

For LGU NAGA CITY
__________________________    ____________________________
MAYOR JOHN G. BONGAT    DIOSDADO M. SAN ANTONIO
CITY MAYOR

For DEPARMENT OF EDUCATION
__________________________    ____________________________
DIVISION OF NAGA CITY:    Schools Division Superintendent

DIOSDADO M. SAN ANTONIO
Schools Division Superintendent

For the LGU BARANGAY ABELLA
__________________________    ____________________________
LOIDA N. NIDEA
Asst. Schools Division Superintendent

APOLINARIO D. MALANA SR.
Barangay Chairman

SIGNED IN THE PRESENCE OF:

For LGU NAGA CITY
__________________________    ____________________________
NELSON S. LEGACION    FELOMINA L. CECILIO
CITY COUNCILOR    EPS I - ALS

COMM. ON EDUCATION

For DEPARMENT OF EDUCATION
__________________________    ____________________________
VIOLETA M. DAYAO Ph. D
PSDS

ERNNANI B. SURON
ESSO – NCISB ADMINISTRATOR
DepEd – Naga West District

For the LGU BARANGAY ABELLA
__________________________    ____________________________
TYRONE NICKO PANGAN    REGGIE CHUA-NAVARRO
SK Chairman    Barangay Councilor

REGGIE CHUA-NAVARRO
Barangay Councilor

For BARANGAY ABELLA
ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES ; S.S.
NAGA CITY )

BEFORE ME, this ____ day of ________________ personally appeared before me:

<table>
<thead>
<tr>
<th>NAME</th>
<th>PASSPORT / PRC DRIVER’S LICENSE / SSS / GSIS NO.</th>
<th>DATE/PLACE OF ISSUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOHN G. BONGAT</td>
<td>Driver's License: N02-94-154455</td>
<td>24 June 2009 LTO-Naga City</td>
</tr>
<tr>
<td>DIOSDADO M. SAN ANTONIO</td>
<td>Passport: EB1681834</td>
<td>10 Jan 2011 DFA Manila</td>
</tr>
<tr>
<td>APOLINARIO D. MALANA SR.</td>
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Who are known to me to be the same officials who executed the foregoing instrument and they both acknowledge to me that the same is their free and voluntary act and deed that of the government agency and institution they represent herein.

This instrument consisting of seven (4) pages including this page on which this acknowledgment is written and signed by the parties and their instrumental witnesses on the left hand margin of each page thereof and on page 6 of same instrument, refers to a Memorandum of Agreement executed for the purpose(s) therein set forth.

WITNESS MY SIGNATURE AND SEAL on the date and place first above written.

/___________________________/

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NOTARY PUBLIC

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Page No. : ________
Book No. : ________
Series No. : ________