



OFFICE OF THE SANGGUNIANG BAYAN

EXCERPT FROM THE MINUTES OF THE **REGULAR SESSION** OF THE SANGGUNIANG BAYAN OF  
SIAYAN, ZAMBOANGA DEL NORTE HELD AT THE MUNICIPAL SESSION HALL ON THE  
23<sup>RD</sup> DAY OF MAY 2022.

**PRESENT:**

Hon. Primitivo D. Castillo, Presiding Officer,  
Hon. Emelyn P. Tulawe, Presiding Officer Pro-Tempore  
Hon. Estrella S. Zapatos,  
Hon. Vanessa Lyn B. Atuy,  
Hon. Oliver A. Romero, Floor Leader  
Hon. Ma. Roselyn G. Secretario,  
Hon. Rico V. Jamisola,  
Hon. Johnny C. Anugon, Sr., IPMR, O.B.

Municipal Vice Mayor  
Sangguniang Bayan Member

-do-  
-do-  
-do-  
-do-  
-do-  
-do-

**ABSENT:**

Hon. Rey L. Anugon, Assistant Floor Leader  
Hon. Alfredo R. Labastida  
Hon. Maribel C. Okay, ABC President,  
Hon. Phil A. Saraga, SK Fed. President,

-do-  
-do-  
-do-  
-do-

**"RESOLUTION NO. 073**

Series of 2022

**RESOLUTION AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE REPRESENTED BY THE HONORABLE MUNICIPAL MAYOR ATTY. JOSECOR S. GEPOLONGCA TO ENTER INTO AND SIGN A TRIPARTITE AGREEMENT BETWEEN THE WORLD VISION DEVELOPMENT FOUNDATION INC (WVDFI) REPRESENTED BY ITS FIELD OPERATIONS MANAGER ELIZABETH A. DELGADO AND THE DEPARTMENT OF EDUCATION (DEP-ED) REPRESENTED BY ITS SCHOOLS DIVISION SUPERINTENDENT VIRGILIO P. BATAN JR. FOR THE IMPLEMENTATION ON QUALITY EDUCATION IN THE MUNICIPALITY OF SIAYAN, ZAMBOANGA DEL NORTE.**

**WHEREAS**, the terms and conditions/covenant of both parties are stipulated in the agreement;

**WHEREFORE**, premise of the foregoing consideration and on motion of Hon. Oliver A. Romero, duly seconded by Hon. Ma. Roselyn G. Mosuela and Hon. Estrella S. Zapatos, it was

**RESOLVED**, as this body hereby resolved by **AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE REPRESENTED BY THE HONORABLE MUNICIPAL MAYOR ATTY. JOSECOR S. GEPOLONGCA TO ENTER INTO AND SIGN A TRIPARTITE AGREEMENT BETWEEN THE WORLD VISION DEVELOPMENT FOUNDATION INC (WVDFI) REPRESENTED BY ITS FIELD OPERATIONS MANAGER ELIZABETH A. DELGADO AND THE DEPARTMENT OF EDUCATION (DEP-ED) REPRESENTED BY ITS SCHOOLS DIVISION SUPERINTENDENT VIRGILIO P. BATAN JR. FOR THE IMPLEMENTATION ON QUALITY EDUCATION IN THE MUNICIPALITY OF SIAYAN, ZAMBOANGA DEL NORTE.**

**RESOLVED FINALLY**, to furnish copies of this resolution to all offices concerned for information, reference and appropriate action.

Carried unanimously"

**I HEREBY CERTIFY** to the correctness of the foregoing resolution.

**WILFREDO O. DOMPALES**  
Sangguniang Bayan Secretary

**CERTIFIED CORRECT  
AS TO ITS PASSAGE:**

**PRIMITIVO D. CASTILLO**  
Municipal Vice Mayor  
(Presiding Officer)



## TRIPARTITE AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS

This Agreement is made and entered into this \_\_\_\_ day of March 2022 in Dipolog City, Zamboanga del Norte, Philippines by and between:

**WORLD VISION DEVELOPMENT FOUNDATION, INC.**, a non-stock, non-profit foundation organized and registered under Philippine Laws with principal business address at 389 Quezon Avenue corner West 6th Street, West Triangle, Quezon City, herein represented by its Field Operations Manager, **ELIZABETH A. DELGADO**, hereinafter referred to as "**WVDF**".

-and-

**DEPARTMENT OF EDUCATION (DepEd) – Division of Zamboanga del Norte**, a field office of Department of Education situated in Capitol Site, Estaca, Dipolog City, herein represented by its Schools Division Superintendent, **VIRGILIO P. BATAN JR**, EdD, CESO V, herein after referred to as "**DepEd ZDN**".

-and-

**MUNICIPAL GOVERNMENT OF SIAYAN**, a 2<sup>nd</sup> class municipality organized and existing under the laws of the Philippines with office at Municipal Complex, Municipal Hall Siayan, Zamboanga del Norte, herein represented by its Local Chief Executive, **HON. ATTY. JOSECOR S. GEPOLONGCA** herein after referred to as "**LGU Siayan**";

### WITNESS THAT:

**WHEREAS, WVDF** is a Christian child-focused and community-based relief, development and advocacy organization dedicated to working with children, families and communities to overcome poverty and injustice;

**WHEREAS, WVDF** is committed to safeguarding children and vulnerable adults it serves and is foundational to all its activities, programs, and Lines of Ministry (relief, development, and advocacy). Central to everything WVDF does is its commitment to first do no harm to children or adult beneficiaries, to respect the rights of all beneficiaries, and to uphold the best interests of children as a primary consideration in all actions and decisions;

**WHEREAS**, in alignment with the above commitment, DepEd ZDN and LGU Siayan must adhere with the safeguarding management policy of WVDF;

**WHEREAS**, LGU Siayan acknowledges the national policy to promote the moral and intellectual well-being of the people by elevating the literacy level of its constituent.

**WHEREAS**, LGU Siayan ensures and lead in improving the basic education of the children in their communities and will provide supplementary finance for public basic education through Special Education Funds (SEF) which are the proceeds of 1% additional tax on real property (Local Government Code, Sec 235).

**WHEREAS**, Article 14, Section 1 of the 1987 Constitution provides that "(t)he State shall protect and promote the right of all citizens to quality education at all levels, and shall take appropriate steps to make such education accessible to all";

**WHEREAS**, the Department of Education (DepEd) Division of Zamboanga del Norte is a government agency mandated to:

- a. Formulate, implement, and coordinate policies and plans, programs and projects in the areas of formal and non-formal basic education;
- b. Supervise all elementary and secondary education institutions, including alternative learning systems, both public and private in the Province of Zamboanga del Norte; and



- c. Provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development, while ensuring the well-being of its personnel and learners;

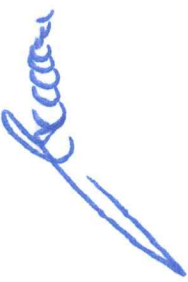
**WHEREAS**, DepEd Zamboanga del Norte Division believes that partnership is an important paradigm in delivering and achieving DepEd Zamboanga del Norte Division's education development goals and services to fulfill the mandate of the Constitution to make such quality education accessible to all;

**WHEREAS**, DepEd Zamboanga del Norte Division has the responsibility of securing resources to make the public schools competitive and is now calling on the private sector to serve as a major partner for the improvement of the public education system;


**WHEREAS**, Republic Act No. 8525 (RA 8525), otherwise known as the "Adopt-a-School Act of 1998", was enacted to encourage private entities to assist in the delivery of better-quality education to public schools in the country, particularly in the poverty-stricken provinces;

**WHEREAS**, DepEd Zamboanga del Norte Division shall comply with the applicable rules on the valuation of contributions or donations of private partners to DepEd Division of Zamboanga del Norte and the proper recording of the donated items categorized as Property, Plant, Equipment as contained in Item VII of the enclosure to DepEd Order No. 24 s. 2016 entitled "Guidelines on Accepting Donations and on Processing Applications for the Availment of Tax Incentives by Private Donor-Partners Supporting the K to 12 Program," which provides the Valuation of Assistance/Contribution or Donation and the formula of computation for the value to be reflected in the Deed of Donation and the records of donated goods and services and DepEd Order No. 82, s. 2011 entitled "Guidelines on the Proper Recording of all Donated Properties";

**WHEREAS**, the Parties recognize and undertake to comply with the following laws, rules, and regulations:

- 
- a. Republic Act No. 10173 (RA 10173), otherwise known as the "Data Privacy Act of 2012," its Implementing Rules and Regulations, and other related issuances of the National Privacy Commission (NPC) and "Freedom of Information Order under E.O. No. 2, s. 2016," for the implementation of this Agreement;
  - b. Joint Memorandum Circular 2010-01 issued by the Civil Service Commission and the Department of Health, DepEd Order No. 6, s. 2012, and DepEd Order No. 48, s. 2016 on DepEd's Policy to not deal with the tobacco industry, or any individual or entity that works to further the interests of the tobacco industry and tobacco product;
  - c. DECS Order No. 28, s. 2001 or "Prohibiting the Commercialization of the DECS Organization through Endorsements and Accreditation of Goods and Services" in the implementation of the program, and DepEd Order No. 39, s. 2009 or "Strict Adherence to DECS Order No. 28, s. 2001"; and
  - d. Republic Act No. 9198 (RA 9184), otherwise known as the "Government Procurement Reform Act," and its Implementing Rules and Regulations (IRR), and government accounting and auditing rules and regulations;

**WHEREAS**, relative to the Coronavirus Disease 2019 (COVID-19) outbreak, the Office of the President has issued Presidential Proclamation No. 911, s. 2020 declaring a state of public emergency throughout the Philippines;



**WHEREAS**, in response to the public health emergency, and guided by the issuances on the management of COVID-19 by the Office of the President, the Inter-Agency Task Force for the Management of Emerging Infectious Diseases (IATF-EID) in the Philippines, and the Department of Health (DOH), the Department of Education (DepEd) developed a Basic Education Learning Continuity Plan (BE-LCP) for the guidance of all DepEd units. Titled Learning Opportunities Shall be Available: The Basic Education Learning Continuity Plan in the Time of COVID-19, the BE-LCP lays down the direction for basic education in the school year 2020-2021 and shall be operationalized on a rolling basis through implementing issuances, programs, and activities at all governance levels of DepEd;

**WHEREAS**, the BE-LCP provides that lessons may be delivered to the learners, through the following modalities:

- I. Face-to-face



2. Printed or digital modules delivered to the homes of the learners, or picked up by their parents at designated places, within coordinated schedules;
3. Online learning;
4. Television or radio-based instructions; and
5. Homeschooling;

**WHEREAS**, on May 25, 2020, the President, as supported by DepEd declared that there will be no face-to-face modality until some conditions are met, depending on the health situation in various localities;

**WHEREAS**, the shift from face-to-face to distance learning modality including various means to mitigate, and preventing the further spread of COVID-19 necessitates the imposition of various measures such as but not limited to community quarantines, restrictions on movement, adjustments to normal activities, behaviors, and routines, including the temporary closure of schools, which continues to have adverse and significant medical, physical, political, economic, and psychosocial impacts on our teaching, and non-teaching personnel, parents and learners;

**WHEREAS**, pursuant to DILG Memorandum Circular (MC) No. 2021-084, all the units of local governments are encourage to support Balik Eskwela 2021 by intensifying information campaigns and strengthening communication and coordination to reinforce the efforts of the DepEd in ensuring the quality of education. Involvement in BE 2021 is imperative as quality education remains to be one of national government's priorities despite the hurdles COVID-19 present. The schools need all the assistance they can receive, especially that the current pandemic has altered the face of the country's education system from physical classes to virtual. The LGUs and LCEs can support BE 2021 by donating laptop and desktop computers, tablets, smartphones, internet services, and other equipment needed by schools and students to adapt in the virtual setup of learning including school supplies such as bond papers and computer inks which are needed to print modules for students who cannot participate in virtual classes.

**WHEREAS**, the Parties agree to implement an after-school reading program to be known as Brigada Pagbasa to complement DepEd's BE-LCP;

**WHEREAS**, World Vision is committed to serve as co-lead convener of the Brigada Pagbasa, a national movement for reading and volunteer program that envisions to bring together experts, change makers, policymakers, and other stakeholders across all sectors from international and local agencies and organizations in the public and private sectors, to take active role in nation building by helping to teach all Filipino children how to read;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the terms and conditions herein set forth, the Parties agree as follows:

Article I. **WORLD VISION'S SPONSORSHIP AND ADVOCACIES IN EDUCATION**

1. World Vision's extensive experience in the past in the National Capital Region and other parts of the country in implementing an early childhood reading program shall be further enhanced with the implementation of Brigada Pagbasa.
2. Brigada Pagbasa, as a form of DepEd's Brigada Eskwela initiative, is an after-school reading program that envisions to bring together DepEd partners, experts, change-makers, policymakers, and other stakeholders across all sectors from international and local agencies and organizations in the public and private sectors to form collaborations to help all learners read and become functionally literate.
3. This will synergize efforts and resources to address education-related challenges on ensuring that all basic education learners become functionally literate. It will also create opportunities for all stakeholders to contribute possible solutions to the current gaps in education in the country and equip learners with 21<sup>st</sup> century skills.

Article II. **PROGRAM SCOPE AND BENEFICIARY**

The Brigada Pagbasa (BP) intends to cater learners who are below 18 years old, including those who are enrolled under the Alternative Learning System (ALS), focusing



on non-readers and struggling readers from both formal and non-formal education systems in Zamboanga del Norte.

### ARTICLE III. **RIGHTS AND RESPONSIBILITIES**

#### **1. DepEd Zamboanga del Norte Division shall:**

- 1.1 Provide policy guidance and directions to ensure the proper implementation of the Program;
- 1.2 Issue a Memorandum to all concerned DepEd Zamboanga del Norte Division offices (District and Schools) mandating support of this Agreement;
- 1.3 Designate a focal person to serve as Partnership Coordinator for this Agreement, who will regularly coordinate and work with World Vision's counterpart focal person at various levels (Division, District and Schools);
- 1.4 Conduct pre and post reading assessments to measure learner's reading levels and progress;
- 1.5 Assist in the evaluation of the implementation of the Program;
- 1.6 Cost-share in terms of maximization of learning materials, facilities and resources speaker from DepEd with World Vision the administrative and logistical needs of the project model subject to availability of Maintenance and Other Operating Expenses (MOOE) allocation and in accordance with the implementing guidelines on MOOE utilization, the Government Procurement Reform Act (RA 9184), and government accounting and auditing rules and regulations;
- 1.7 Assist World Vision in the selection and identification of beneficiary schools for the implementation of the Program;
- 1.8 Assist World Vision in the identification and/or training of volunteer teachers/non-teaching personnel and other volunteers outside DepEd to serve as Brigada Pagbasa learning facilitators;
- 1.9 Coordinate with World Vision in the implementation of the Program; and
- 1.10 Perform other responsibilities necessary for the effective and efficient implementation of the Program.

#### **2. World Vision shall:**

- 2.1 Designate a focal person to coordinate the implementation of this Agreement;
- 2.2 Provide funding in accordance with the provisions covering a particular project of the Program;
- 2.3 Provide DepEd Zamboanga del Norte Division with the regular reports, updates, as well as requested data and information, that could help provide inputs to enhance education programming in the partnership;
- 2.4 Select and identify target areas/schools in close coordination with DepEd Zamboanga del Norte Division for the implementation of the Program;
- 2.5 Subject to DepEd Zamboanga del Norte Division's existing rules and regulations, develop and produce teaching and reading materials that may be used by the learning facilitators volunteers and learners in the implementation of the Program;
- 2.6 Engage other private sector partners who may sponsor or provide resources to print the teaching and reading materials and to donate other items, goods or services that are necessary in the implementation of the Program;
- 2.7 Take the lead in the implementation of the Program under the guidance and supervision of DepEd; and
- 2.8 Perform other responsibilities necessary for the effective and efficient implementation of the Program.
- 2.9 Provide/complement in the capability building activities for teachers of the DepEd Zamboanga del Norte Division.

#### **3. Local Government Unit of Siayan:**

- 3.1 Ensure the establishment and functionality of the Local School Board (LSB) that primarily responsible for the allocating the share of the LGU in the Special Education Fund (SEF).

- 3.2 Contribute to the improvement of basic education outcomes through more efficient and effective use of the Special Education Fund (SEF) and as advisory to the Sangguniang Bayan on education matters.
- 3.3 Ensure utilization of SEF for the construction, repair and maintenance of school buildings and facilities, extension classes, educational research, books and periodicals and sports development activities from barangay to municipal levels (Local Government Code Secs. 100 and 272).
- 3.4 Responsible for the proper and reasonable allocation of SEF and other internal source of funds as counterpart to MOOE, PS and PO.

Article IV. **TERM AND TERMINATION**

1. This agreement shall be valid immediately upon signing of all Parties. This Agreement shall have a duration of at least five (5) years, which shall commence on the date of signing of the Parties. This Agreement may however be extended upon mutual agreement of the Parties.
2. Any of the Parties may terminate this Agreement for reasonable grounds upon submission of a formal written notice to the other party at least 30 days before the intended date of termination.

ARTICLE V. **CAPACITY AND AUTHORIZATION**

Each of the parties to this Agreement hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this Agreement and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instruments to which it is a party of by which it is bound and that this Agreement constitutes a valid and binding obligation of it enforceable in accordance with its terms.

ARTICLE VI. **SEPARABILITY**

In the event that any of the provisions of this Agreement or any document that may be executed in connection herewith shall be declared invalid, illegal, or unenforceable in any respect by a competent authority, the validity, legality and enforceability of the remaining provisions of this Agreement or any document that may be executed in connection therewith shall not in any way be affected or impaired and shall remain in full force and effect.

ARTICLE VII. **LIABILITY AND INDEMNITY**

The liability of the Parties for any breach of this Agreement shall be determined in accordance with applicable laws.

ARTICLE VIII. **BREACH OF CONTRACT**

Material violation or omission of any of the provisions of this Agreement shall be a ground for termination or rescission of the same without the need for legal or court action.

ARTICLE IX. **AMENDMENTS**

This Agreement may be amended or modified only in writing upon the consent of all the Parties.

ARTICLE X. **SETTLEMENT OF DIFFERENCES**

Any difference arising out of this Agreement shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation.

ARTICLE XI. **DATA PRIVACY**

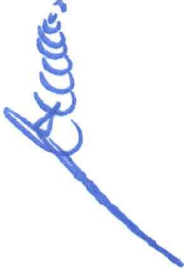



Any of the personal information and/or sensitive personal information by the Parties shall be protected and treated with confidentiality and privacy, during and even after the termination of this Agreement, consisted with Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012," its IRR and other relevant laws, rules and regulations on the matter.

## ARTICLE XII. INTELLECTUAL PROPERTY

1. The Parties shall comply with Republic Act No. 8293, otherwise known as the "Intellectual Property Code of the Philippines" and other applicable laws and rules governing intellectual property in the Philippines.
2. The Intellectual Property Rights to the outputs stated in this Agreement shall be owned by DepEd Zamboanga del Norte Division unless otherwise provided in a separate Agreement. The partner organization holds DepEd Zamboanga del Norte Division free and harmless from any and all liabilities arising from copyright infringement claims and/or any other intellectual property claims or suits from third parties. Attribution shall be given to the partner organization.
3. Any use of a Party's knowledge products by the other Party, in relation to this Agreement, i.e., for academic and promotional materials, which include, but not limited to, logos, brochures, press releases, websites and other social media tools, shall be allowed upon prior written consent of the concerned Party and limited to the accomplishment of the objectives of this Agreement.

## ARTICLE XIII. MISCELLANEOUS

- 
1. Except as otherwise provided herein, no Party shall have any right, power or authority to create any obligation, express or implied, on behalf of any other Party. Nothing in this Agreement is intended to create or constitute a joint venture, partnerships, agency, trust, or other association of any kind between the Parties of persons referred to herein. The employees of each Party shall remain its employees and the concerned employer shall solely responsible for the wages, benefits, and emoluments of such employees.
  2. The Parties shall not assign or transfer this Agreement or any of the rights or obligations granted herein without the prior written consent of the other Parties, and any purported assignment made without obtaining such written consent shall be null and void.
  3. This Agreement shall also strengthen the links between the LCPCs and the BCPCs through public school/education system.
  4. Child-Focused Disaster Risk Reduction (CF-DRR) at the school level programs may also be explored and implemented by the Parties to ensure protection of children during disaster and emergency situation in the school environment context.
  5. The parties may explore collaboration on possible support from World Vision on the institutionalization of peace education pursuant to Executive Order No. 570 entitled, "Institutionalizing Peace Education in Basic Education and Teacher Education" in World Vision assisted areas to complement the child safety and protection aims of this partnership.
  6. The parties may likewise explore possible collaboration on steps to address issues on local school board membership, compensation and honorarium, monitoring of World Vision registered/sponsored children in partnership with DepEd appointed person, sanctions/diversion programs for teacher-offenders, and incomplete attendance of teachers in far-flung areas, subject to the extent of each party's mandate and capacities.
- 

7. There shall be no exchange of cash between the Parties in the implementation of this Agreement, rather, World Vision may put on record, in its report to DepEd and LGU Siayan, the cost equivalent to its contributions to this partnerships.
8. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

**IN WITNESS WHEREOF**, the Parties have signed this Memorandum of Agreement as of the date first above written at.

**DEPARTMENT OF EDUCATION  
ZAMBOANGA DEL NORTE DIVISION**

**WORLD VISION DEVELOPMENT  
FOUNDATION, INC.**


  
**VIRGILIO P. BATAN JR CESO VI**  
Schools Division Superintendent

  
**ELIZABETH A. DELGADO**  
Field Operations Manager - Mindanao

**LOCAL GOVERNMENT UNIT OF SIAYAN  
ZAMBOANGA DEL NORTE**

  
**JOSECOR S. GEPOLONGCA**  
Local Chief Executive, Siayan

SIGNED IN THE PRESENCE OF:

  
**JOY E. LETRAN-SINGSON EMD**  
Chief Education Supervisor  
School Governance and Operations Division  
DepEd, Zamboanga del Norte

**MANUEL A. LIM, JR.**  
Program Manager  
WVDF, Misamis Occidental



**ACKNOWLEDGMENT**

Republic of the Philippines)  
Quezon City, Metro Manila) S.S

**BEFORE ME**, a Notary Public for and in the above jurisdiction, this \_\_\_\_ day of \_\_\_\_ 2022 personally appeared the above signatories with their respective competent evidences of identification:

PARTY	GOVERNMENT-ISSUED ID	DETAILS
VIRGILIO P. BATAN JR		
ELIZABETH A. DELGADO		
JOSECOR S. GEPOLONGCA		

both known to me to be the same persons who executed foregoing document consisting of \_\_\_\_ (\_\_\_\_) pages and they acknowledge to me that the same is their voluntary act and deed as well as of the corporations, agencies, instrumentalities or organizations they represent.

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

**NOTARY PUBLIC**

Doc. No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of 2022.

