



Republic of the Philippines
QUEZON CITY COUNCIL
Quezon City
19th City Council

PR19CC-1180

90th Regular Session

RESOLUTION NO. SP- **6752** , S-2016

A RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT ENTERED INTO BY THE CITY MAYOR, HONORABLE HERBERT M. BAUTISTA, WITH THE MAGNA ANIMA EDUCATION SYSTEM AND THE DEPARTMENT OF EDUCATION - DIVISION OF QUEZON CITY FOR THE IMPLEMENTATION OF THE VISUAL DESIGN AND PERFORMING ARTS, MEDIA ARTS, SPORTS, AND MARITIME TECHNICAL-VOCATIONAL TRACKS UNDER THE K TO 12 SENIOR HIGH SCHOOL PROGRAM.

*Introduced by Councilor JULIENNE ALYSON RAE V. MEDALLA.
Co-Introduced by Councilors Anthony Peter D. Crisologo,
Ricardo T. Belmonte, Jr., Dorothy A. Delarmente, Lena
Marie P. Juico, Victor V. Ferrer, Jr., Alexis R. Herrera,
Precious Hipolito Castelo, Voltaire Godofredo L. Liban III,
Roderick M. Paulate, Ramulfo Z. Ludovica, Ramon P.
Medalla, Estrella C. Valmocina, Allan Benedict S. Reyes,
Gian Carlo G. Sotto, Franz S. Pumaren, Eufemio C.
Lagumbay, Jose Mario Don S. De Leon, Jaime F. Borres,
Jesus Manuel C. Suntay, Marvin C. Rillo, Vincent DG.
Belmonte, Raquel S. Malañgen, Jessica Castelo Daza,
Bayani V. Hipol, Jose A. Visaya, Godofredo T. Liban II,
Andres Jose G. Yllana, Jr., Allan Butch T. Francisco, Karl
Edgar C. Castelo, Candy A. Medina, Diorella Maria G.
Sotto, Marivic Co-Pilar, Rogelio "Roger" P. Juan,
Melencio "Bobby" T. Castelo, Jr., Donato C. Matias and
Ricardo B. Corpuz.*

WHEREAS, with the Senior High School curriculum to be implemented in Academic Year 2016, the City has been actively seeking partnerships with like-minded individuals and entities who can supplement the efforts of the government in meeting this challenge;

WHEREAS, Magna Anima Education System is a corporation organized and existing under the laws of the Republic of the Philippines that has expressed its desire to aid the City in its endeavors in the establishment of Senior High Schools for Visual, Design, Media, and Performing Arts as well as Sports and Maritime;

WHEREAS, the City and Magna Anima Education System have come to an Agreement regarding the partnership for the implementation of the Senior High School program; ¶

[Handwritten signatures]

WHEREAS, among the salient provisions of the Memorandum of Agreement are the following:

- *Magna Anima shall:*
- *Establish a Senior High School for Visual, Design, and Performing Arts in Esteban Abada High School;*
- *Establish a Senior High School for Media Arts in Kamuning Elementary School;*
- *Establish a Senior High School for Sports in the Belarmino Sports Complex and Jose P. Laurel High School;*
- *Establish a Senior High School for Maritime in the Apolonio Samson High School;*
- *Train the principals, faculty, fellows, and administrative staff of the established Senior High Schools; and*
- *Administrate and manage the mentioned Senior High Schools for a three-year transition period and transfer the same to the Quezon City Division of City Schools after the period.*

The Quezon City Division of City Schools shall:

- *Supply the necessary staff for the operation of the facilities;*
- *Provide the guidelines for the establishment and management of the Senior High Schools; and*
- *Provide for the employment benefits of the staff but during the duration of the Agreement, allow Magna Anima to supervise them.*

The City Government shall:

- *Ensure the compliance of Magna Anima with the minimum standards and requirements set by law for the establishment of the facilities; and*
- *Extend the necessary tax incentives allowed by law.*

WHEREAS, pursuant to Section 455 (b) (1) (vi) of the Local Government Code of 1991, the City Mayor shall represent the City in all its business transactions and sign on its behalf all bonds, contracts, obligations, and such other documents upon the authority of the Sangguniang Panlungsod or pursuant to law or ordinance. ✕




NOW, THEREFORE,


BE IT RESOLVED BY THE CITY COUNCIL OF QUEZON CITY IN REGULAR SESSION ASSEMBLED, to ratify, as it does hereby ratify the Memorandum of Agreement entered into by the City Mayor, Honorable Herbert M. Bautista, with the Magna Anima Education System and the Department of Education – Division of Quezon City for the implementation of the Visual Design and Performing Arts, Media Arts, Sports, and Maritime Technical-Vocational Tracks under the K to 12 Senior High School Program.

RESOLVED, FURTHER, that the Memorandum of Agreement entered into by the Quezon City Government, the Department of Education-Division of Quezon City, and the Magna Anima Education System be made an integral part hereof.

ADOPTED: March 14, 2016.

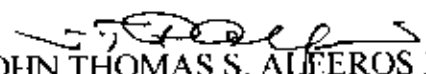


GODOFREDO T. LIBAN II
City Councilor
Acting Presiding Officer

ATTESTED:


Atty. JOHN THOMAS S. ALFEROS III
City Gov't. Asst. Dept. Head III

CERTIFICATION

This is to certify that this Resolution was APPROVED by the City Council on Second Reading on March 14, 2016 and was CONFIRMED on May 30, 2016.


Atty. JOHN THOMAS S. ALFEROS III
City Gov't. Asst. Dept. Head III 

MEMORANDUM OF AGREEMENT

6752

This Memorandum of Agreement ("Agreement") is entered into this 19th day of August 2015 in Quezon City, Republic of the Philippines, by and between:

The **LOCAL GOVERNMENT OF QUEZON CITY**, public corporation created pursuant to CA502, as amended, in relation to RA7160, as amended, with address at Quezon City Hall, Elliptical Road, Barangay Central, 1100 Quezon City, represented herein by its Mayor, **HERBERT M BAUTISTA**, hereinafter referred to as "LGU".

and

The **DEPARTMENT OF EDUCATION, DIVISION OF QUEZON CITY** of the Republic of the Philippines with address at Department of Education Office of Quezon City, San Francisco High School Compound, Misamis Street, Bago Bantay, Quezon City, represented herein by its Schools Division Superintendent, **ELIZABETH E QUESADA Edd CESOV**, hereinafter referred to as "DepEd-QC";

and

MAGNA ANIMA EDUCATION SYSTEM, a corporation organized and existing under the laws of the Republic of the Philippines, **Magna Anima Education System, Inc.** with address at The Anima Center, Sta. Elena City, Santa Rosa City, Laguna, represented herein by **CARMELO A CALUAG**, hereinafter referred to as "Magna";

Witnesseth, that:

WHEREAS, the K to 12 program, Senior High School curriculum, will be implemented in Academic Year 2016;

WHEREAS, the DepED-QC and the LGU are actively seeking more ways to prepare for this by continuously building partnerships with various sectors to ensure that the City can adequately provide for the needs of its Senior High School students;

WHEREAS, the preparations that must be made include those that will cater to the students who will choose a Senior High School Track;

WHEREAS, Magna shares in the goal of enhancing the well-being of the Filipino people by providing opportunities for their development such as through quality and holistic education;

WHEREAS, Magna has expressed its desire to aid in the City's endeavors in the establishment of Senior High Schools in the following Tracks:

Arts Track for Visual, Design & Performing Arts at **Esteban Abada High School**,
Arts Track for Media Arts at **Kamuning Elementary School**,
Sports Track at **Belarmino Sports Complex** and **Jose P. Laurel High School**, and
Technical-Vocational Track for Maritime at **Apolonio Samson High School**

hereinafter collectively referred to as "Tracks";

WHEREAS, Magna has expressed its commitment, acting as overall coordinator, to seek support from other private sector partners to support the establishment of the said Senior High Schools;

NOW, THEREFORE, in consideration of the foregoing and the mutual undertakings hereinafter set forth, the parties hereby agree as follows:

ARTICLE I
Object of the Agreement

DepEd-QC, LGU and Magna hereto mutually agree to establish a Program Management Team to oversee the formulation, implementation and supervision of plans and programs for the establishment of Senior High Schools for the Arts Track (Media Arts and Visual, Design & Performing Arts), and Sports Track, and Technical-Vocational Track (Maritime), under the public school system, hereinafter referred to as the "PMT";

1. Composition of PMT. – That the composition of the PMT shall be the Superintendent from the DepEd-QC, a permanent alternate of the Superintendent of Schools, preferably a Supervisor; a representative from the Office of the City Mayor of the LGU; the Chairperson of the Committee on Education, Science and Technology of the LGU; the President of Magna, and a representative from Magna in charge of the administration and coordination of all the Tracks.
2. Terms of reference. – The terms of reference of the PMT shall include, but not be limited to the following terms:
 - 2.1 To convene within fifteen (15) days after the signing of this Memorandum of Agreement;
 - 2.2 To conduct regular meetings or may call for special meetings as deemed necessary;
 - 2.3 To elect a Chairperson and a Vice-Chair from among themselves, ensuring the representation from all parties among the members of the committee;
 - 2.4 To create sub-committee(s) to implement components of the different projects and activities of the Tracks. The sub-committee(s) shall submit regular status reports to the PMT for proper discussion and appropriate disposition;
 - 2.5 To ensure that the provisions and commitments of all parties stipulated in this Memorandum of Agreement shall be complied with;
 - 2.6 To perform such other functions as may be deemed unanimously necessary by the PMT for the formulation, implementation and supervision of plans and programs for the establishment of all the Tracks.

ARTICLE II
Obligation of the Parties

1. Magna shall:

- 1.1 Building Facilities – Magna will coordinate with the different private sector partners in the building and/or upgrading of the needed facilities and equipment, depending on the requirement for the offering of the identified Tracks of the Senior High School Program.

These facilities must comply with the minimum standards and requirements as set forth by the Department of Education (DepEd) for the offering of the said Tracks as well as the safety standards set forth by the Office of the City Building Official. However, Magna, in consultation with its private sector partners, retains the right to go beyond these requirements and build what it deems necessary for the quality education of the students, subject to the standards set by the Department of Education.

These facilities that will be built shall be dedicated to the Senior High School Program of its respective Track.

- 1.2 Operation and Maintenance – Magna shall operate and maintain all facilities of the identified schools or areas of the Senior High School Tracks for three consecutive academic years beginning academic year 2016-2017 and ending on academic year 2018-2019.

Operation and maintenance shall mean that Magna will bear all the costs relating to the Maintenance and Other Operating Expenses of the facilities as well as the Property, Plant, and Equipment and the Personnel Expenses of the said school. However, those personnel who are employed by the DepEd-QC and/or the LGU shall remain for its account and expense. For the duration of this Agreement, these personnel under the payroll of the DepEd-QC and/or the LGU shall be supervised by Magna.

Subject to availability of funds and the usual accounting and auditing rules, in addition to allowable expenditures under the Special Education Fund, the LGU may appropriate funds in support of Maintenance and Other Operating Expenses, in accordance with the priorities set by the Local School Board.

- 1.3. Administration & Management – Magna shall be responsible for hiring and supervising the required staff, including but not limited to the following:

The fellows for the Specialized and Applied Subjects for the identified Tracks, who will report to Magna.

Other administrative personnel and staff as may be deemed necessary by Magna for the implementation of the Senior High School Tracks, who will report to Magna.

- 1.4 Curriculum & Training – Magna shall provide training for the principals, faculty, fellows and administrative staff during the three-year period in order to prepare them for the independent administration and operation after the transfer of the facilities to DepEd-QC. Magna shall propose to the DepEd-QC its preferred or ideal qualifications, skills set or competencies of principals and faculty for each subject.

In relation to the preceding paragraph, Magna shall be permitted, subject to the approval of DepEd-QC, in designing the content, delivery and scheduling of the curriculum of the Specialized and Applied subjects following the prescribed DepEd curriculum in each of the following Tracks, when available, as its starting point.

Magna and DepEd-QC shall jointly develop a criteria for the selection and admission of students into the Specialized and Applied subject tracks of the Senior High School programs referred to under this Agreement.

- 1.5 Transfer – Magna shall completely transfer the operation and maintenance of the facilities and Senior High School Track programs to DepEd-QC after academic year 2018-2019 based on the terms and conditions indicated in Annex A of this Agreement.

2. DepEd-QC shall:

- 2.1. Endorsement – DepEd-QC shall endorse the schools built by Magna, through its private sector partners, to the community and assure the public that these facilities shall cater to the needs of the public school students according to the guidelines set by the DepEd.

- 2.2. Building Guidelines – DepEd-QC shall ensure that the facilities to be built by Magna, through its private sector partners, comply with at least the minimum standards and requirements set by the DepEd for the offering of the Senior High

School and to assure that the environment will be conducive to this type of education. However, the design of the facilities shall be left completely to the sound discretion of Magna through its private sector partners.

2.3. Staff – DepEd-QC shall supply all the necessary staff for the operation of the facilities covering faculty and administrators. However, Magna will not be precluded from introducing its own independent staff during the Term of the Agreement before the Transfer of the facilities. Provided, that the independent staff shall be under the control and payroll of Magna. The staff and faculty under the DepEd-QC payroll shall be under the supervision of Magna but will follow the employment policies of DepEd.

2.4. Training – DepEd-QC shall inform and submit to Magna the names of Administrators, Faculty and Staff who will be trained for the independent administration and operation of the facilities. Salaries and benefits of Administrators, Faculty, and Staff of DepEd-QC shall be for its own account. For the entire duration of this Agreement, DepEd-QC Administrators, Faculty, and Staff shall be placed under the supervision of Magna.

3. LGU shall:

3.1. Endorsement – The LGU shall endorse the schools built by Magna, through its private sector partners, to the community and assure the public that these facilities shall cater to the needs of the public school students according to the guidelines set by the DepEd.

3.2. Building Guidelines – The LGU shall ensure that the facilities to be built by Magna comply with at least the minimum standards and requirements set by the law to ensure the safety and occupancy of the facilities, as certified by the City Building Official. However, the design of the facilities shall be left completely to the sound discretion of Magna.

3.3. Tax Incentives – The LGU shall extend all the necessary tax incentives allowed by law and shall provide an additional Five Thousand Pesos (PhP5,000.00) voucher per student per annum on top of the voucher of DepEd-QC and shall be placed in a central account managed by the PMT which shall be used for the Maintenance and other Operating Expenses of the Senior High School Track programs provided it follows the usual accounting rules and procedures of the Commission on Audit.

ARTICLE IV Legal Action

Each Party shall be held liable for its negligent acts or omissions.

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, or for any breach, termination, or invalidity thereof, the Parties are mandated to settle the same through mediation. If no settlement is arrived at after the earnest mediation participated by all Parties, the venue of judicial proceedings shall be in the proper courts of Quezon City to the exclusion of all other venues.

ARTICLE V General Provisions

1. Term – The term of this Agreement covers in full the three years beginning academic year 2016-2017 until the end of academic year 2018-2019. However, the Parties may

agree to an extension of the Term subject to the provision stated in Article XII of this Agreement.

2. Coordination – All Parties, through the PMT, shall closely coordinate with each other through quarterly meetings to discuss any concern relative to this Agreement and the performance of their respective responsibilities.

ARTICLE VI Termination

This Agreement may be terminated as follows:

1. At any time by mutual written agreement of the Parties;
2. By any Party, upon 30 days prior written notice to the non-terminating Parties; Provided, that the terminating Party provides said notice 30 days prior to the end of the current academic year, or
3. By any Party upon written notice to the non-terminating Parties in the event of a material breach of this Agreement that is incapable of being cured, or, if capable of being cured, is not cured within 30 days following receipt by the breaching Party of written notice of such breach from the non-breaching Parties.

ARTICLE VII Assignment

This Agreement may not be assigned by a Party without the written consent of all the other Parties.

ARTICLE VIII Governing Law

The validity, construction, and performance of this Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

ARTICLE IX Severability

If any provision of the Agreement shall be held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby and shall continue to be in full force and effect. However, should the severance alter the basic nature of this Agreement, or is contrary to public policy, the entire Agreement will be rendered invalid.

ARTICLE X Waiver

The failure of any Party to insist on a strict performance of any of the terms and covenants hereof shall not be considered a relinquishment or waiver of any rights or remedies pertinent thereto, nor shall the same be considered as a waiver or condonation of any subsequent breach or default of the terms and covenants hereof, all of which shall continue to be in full force and effect. No waiver, express or implied, by any of the Parties of any of their respective rights or remedies hereunder shall be deemed to have been made, and no evidence thereof shall be admissible unless such waiver is expressed in a written instrument duly signed by the party waiving any such rights or remedies.

ARTICLE XI
Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels, supersedes, or otherwise nullifies any prior oral or written understandings and agreements with respect hereto.

ARTICLE XII
Modifications

Any and all amendments and modifications to this Agreement shall be in writing and signed by all the Parties hereto.

ARTICLE XIII
Force Majeure

No Party shall be liable to the other Party for any loss, injury, delay, damages, or other casualty suffered or incurred by the other Party due to strikes, riots, storms, fires, explosions, acts of God, war, coup d'etat, action of any government, or any other cause beyond the reasonable control of the party and any failure or delay by any Party in performing any of its obligations under this Agreement due to a Force Majeure Event shall not be considered a breach of this Agreement. The Party suffering such Force Majeure Event shall notify the other Party in writing promptly after the occurrence of such Force Majeure Event and shall, to the extend reasonable and lawful, use its best efforts to remove or remedy the Force Majeure Event.

ARTICLE XIV
No Strict Construction

The Parties acknowledge that they have agreed amongst each other in good faith and at arms length with respect to the terms, conditions, and provisions hereof, that each party has determined for himself or herself that this Agreement is fair and reasonable, and that the words and phrases in this Agreement express the true intentions of all the Parties so that no words and phrases in this Agreement express the true intentions of all the Parties so that no rule of strict construction should be applied when interpreting and construing this Agreement.

ARTICLE XV
Notices

Any notice or other communication which is required or permitted hereunder shall be in writing and shall be delivered to the address of such Party as set forth below:

To the LGU
Local Government of Quezon City
Quezon City Hall
Elliptical Road, Barangay Central
Quezon City
Attention: Mayor Herbert M Bautista

To the DepEd-QC:
Department of Education, Division of Quezon City
San Francisco High School Compound
Misamis Street, Bago Bantay, Quezon City
Attention: Elizabeth E Quesada EdD CESOV, Schools Division Superintendent

To Magna:
Magna Anima Education System, Inc.
The Anima Center
Sta. Elena City, Santa Rosa City, Laguna 4118
Attention: Carmelo A Caluag

This Memorandum of Agreement shall take effect immediately upon signing by all parties and shall continue to be in force until revoked or superseded.

WHEREFORE, the parties hereto have hereinto affixed their signatures this 19TH day of August 2015, in Quezon City, Philippines.

LOCAL GOVERNMENT OF QUEZON CITY:


HERBERT M. BAUTISTA
Mayor

MAGNA ANIMA EDUCATION SYSTEM Inc:


CARMELO A. CALUAG
President

DEPARTMENT OF EDUCATION, DIVISION OF QUEZON CITY:


ELIZABETH E. QUESADA EdD CESOV
Schools Division Superintendent

Signed in the presence of:


JULIENNE ALYSON RAE V. MEDALLA
City Council Committee Chairperson
for Education


GABRIEL D. ORENDAIN
University Head
ABS-CBN University


GERARDO A. BORROMEO
Chief Executive Officer
Philippine Transmarine Carriers Inc


SEBASTIAN MA MARTIN M. RIPOLL
Program Head - Sport
Magna Anima Education System Inc

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY) S.S.

BEFORE ME this 22 day of 2015, 2015, personally appeared:

Name	Details	Date Issued on/at
HERBERT M BAUTISTA CARMELO A CALUAG ELIZABETH E QUESADA	EB8127451; Ph Passport	16 May 2013/Manila

Known to me and to me known to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free and voluntary act and deed and that of the corporations herein they represented. This Memorandum of Agreement consists of Eight (8) pages including this page in which this acknowledgement is written, signed by the parties in their instrumental witnesses each and every page thereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date at the place first written above.

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Page No. 61
Book No. 2004
Series of 2015.

ATTY. GODFREDO T. LIBANO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2015
PTR No 0551733 Jan 3 2015 QC
IBF No 957409 Dec 12 2014
ROLL No 295257 May 14 2014
MOLE Compliance No 12345
2nd Flr. Legislative Bldg.
Quezon City Hall, Quezon City