



Republic of the Philippines  
Department of Education

28 AUG 2015

DepEd O R D E R  
No. **40**, s. 2015

**GUIDELINES ON K TO 12 PARTNERSHIPS**

- To:
- Undersecretaries
  - Assistant Secretaries
  - Bureau Directors
  - Directors of Services, Centers and Heads of Units
  - Regional Directors
  - Schools Division Superintendents
  - Heads, Public Secondary Schools
  - All Others Concerned

1. To achieve the goals of the K to 12 Program, the Department of Education (DepEd) needs to enter into partnerships with different groups in the fields of work immersion opportunities for public Senior High School (SHS) learners, use of facilities and equipment, additional teacher training opportunities, and additional resources in the form of donations.

2. To support these partnership-building efforts, the enclosed **Guidelines on K to 12 Partnerships** is hereby issued.

3. These Guidelines are designed to help personnel from the central office, regional, schools division, and public secondary schools in undertaking the following steps of Partnership-Building Activities (PBA):

- a. research and needs analysis;
- b. identification of potential partners;
- c. meeting with potential partners;
- d. designing and finalizing the formal agreements; and
- e. managing, monitoring and evaluating the partnerships.

4. All schools divisions are enjoined to designate their *social mobilization and networking coordinators* or any other qualified persons as *partnership focal persons* (PFP) whose tasks and responsibilities are spelled out in the Guidelines. At the school level, the PFP will be the school principal/head who shall designate someone to assist him/her in carrying out the Partnership-Building Responsibilities.

5. The provisions of these Guidelines shall be applicable to all partnership agreements such as Memorandum of Agreement (MOA), Memorandum of Understanding (MOU), and other similar documents entered into between DepEd and any of its local offices and schools, and their partners even those signed prior to the effectivity of this Order. Such documents will be subject to a review process as described in the Guidelines.

6. For more information, all concerned may contact the **Office of the Undersecretary for Partnerships and External Linkages**, 2<sup>nd</sup> Floor Rizal Building, Department of Education (DepEd) Central Office, DepEd Complex, Meralco Avenue, Pasig City at telephone no.: (02) 633-7207.

7. Immediate dissemination of and strict compliance with this Order is directed.



**BR. ARMIN A. LUISTRO FSC**  
Secretary

Encl.:

As stated

Reference:

N o n e

To be indicated in the Perpetual Index  
under the following subjects:

BASIC EDUCATION  
EMPLOYMENT  
PARTNERSHIPS  
POLICY  
STUDENTS

**(Enclosure to DepEd Order No. 40, s. 2015)**

DEPARTMENT OF EDUCATION  
Guidelines for Building Partnerships for the K to 12 Basic Education Program

A. Rationale

One of the goals of the K to 12 Basic Education Program is to develop students who have the relevant knowledge, competencies, and values to pursue further education and training or to enter the world of work through employment or entrepreneurship. To achieve this goal, DepEd needs to establish partnerships for work immersion opportunities for its students, teacher training, use of facilities, and additional resources. Through these guidelines, DepEd hopes to assist and enable department and school officials to develop effective and productive partnerships.

B. Scope

These guidelines will cover the step-by-step process the DepEd and school officials will follow in identifying and engaging potential partners. These will also cover agreements between DepEd and its partners and spell out the terms and conditions, and the responsibilities of DepEd, the schools, and the partners.

C. Definition of Terms

1. **Work Immersion** refers to the part of the Senior High School Curriculum consisting of 80 hours of hands-on experience or work simulation which the Grades 11 and 12 students will undergo to expose them to the actual workplace setting and to enrich the competencies provided by the school under the supervision of the School Head and the designated personnel of the Partner. The 80 hours may be scheduled for no more than 8 cumulative or consecutive hours per day. All Technical-Vocational Institutions offering Senior High School shall also be governed by this guideline on this 80-hour work immersion. All applicable safety guidelines of TESDA and DOLE relevant to basic education shall also apply.
2. **Workplace Immersion Venue** is the place where work immersion of students is done, and which conforms with the rules and regulations of DepEd, TESDA, DOLE, CHED and other relevant government agencies, and other regulations provided by law on safety, appropriateness for learning, and availability of facilities and equipment. Examples of work immersion venues include offices, factories, shops and project sites.
3. **Partnership** refers to the linkage or relationship established by DepEd Central Office or its Regional and Schools Division Offices or schools with other organizations to implement a work immersion program, teacher training, use of facilities and donations that will benefit DepEd programs. Such partnerships may be formalized through a Memorandum of Agreement or Memorandum of Understanding.

4. **Partners** are individuals or organizations that enter into agreement with any of the DepEd offices and/or schools to enable DepEd to strengthen its capability to offer the K to 12 Program. The partners may be, but are not limited to, local government units (LGUs), national government agencies (NGAs), private institutions like private companies, cooperatives, socio-civic organizations, non-government or civil society organizations (NGOs/CSOs), faith-based organizations, higher education institutions (HEIs), technical vocational training institutions (TVTIs) both technical-vocational institutions (TVIs) and TESDA training institutions (TTIs), other training institutions, professional organizations, entrepreneurs, and private individuals who are willing to lend support to DepEd and its schools for the advancement of learning of the students.
5. **Memorandum of Understanding** is a document between and among parties stating the general policies and guidelines for possible partnerships which will serve as basis for the subsequent formulation of a Memorandum of Agreement. It can be entered into with partners at the central, region or division level of DepEd.
6. **Memorandum of Agreement** is a legally-binding document which spells out the specific terms and conditions between and among parties entering into a partnership to implement a program, project, or any other similar undertaking. It can be entered into at the central, regional, division or school level. The scope and limitations of the Memorandum of Agreement shall not be contrary to law, public customs, and morals.
7. **Teacher Training** refers to relevant local or international lectures, seminars, orientation, workshops, immersion, and hands-on training of teachers to build their competencies which will enable them to handle the demands of K to 12 in their identified fields of specializations and/or grade level/s.
8. **Use of Facilities** refers to the access given to DepEd students and teachers to facilities operated by the partners such as buildings, offices, laboratories, shops, libraries, work areas, machines and equipment, among others, for but not limited to, academic purposes.
9. **Donation** is anything of value that is given for free which may be in the form of, but is not limited to, a parcel of land, infrastructure such as buildings, classrooms and the like, machines, equipment, materials, tools, training, consultancy, logistics and other technology support, following DepEd's rules and regulations in receiving such donations as stipulated in Republic Act No. 8525 or the Adopt-A-School Act of 1998, its Implementing Rules and Regulations (IRR) and processes.

D. Statement of Goals, Policies and Principles

The primary goal of partnership-building is to improve the capability of DepEd and the public schools to implement the K to 12 Program. Through partnership-building,

DepEd hopes that the partners will be able to provide the DepEd schools work immersion opportunities, hands-on expertise, additional resources, and “work” or “livelihood” opportunities for senior high school graduates.

Such partnerships will be governed and guided by the following policies and principles:

1. DepEd shall enter into partnerships in order to strengthen its capability to offer basic education.
2. Partnerships will be entered into only after thorough study and preparation to ensure that these will be beneficial to the students and learners, teachers, and schools.
3. All partnerships at the school level must be covered by a Memorandum of Agreement (MOA), while partnerships at the division, regional, or national level must be covered by at least a Memorandum of Understanding (MOU). All partnerships shall be guided by relevant existing laws and DepEd issuances especially those related to child protection.
4. While one of the objectives of the partnerships to be established by DepEd is to develop skills and competencies that are relevant to the needs of the job market in the locality, these partnerships should not be reduced to mere recruitment tools for the partner. These partnerships should also help the students qualify for other livelihood or work opportunities and not be limited to those offered by the partner.
5. DepEd in collaboration with its partners and stakeholders shall ensure that all schools and venues for learning are safe and conducive for education and training.
6. The partnerships shall be governed by existing laws and DepEd issuances such as, but not limited to, the following:
  - a) DepEd Order No. 40, s. 2012 entitled “Child Protection Policy” (Policy and Guidelines on Protecting Children in School from Abuse, Violence, Exploitation, Discrimination, Bullying and other forms of Abuse);
  - b) DepEd Order No. 55, s. 2013, Implementing Rules and Regulations (IRR) of Republic Act No. 10627, the Anti-Bullying Act of 2013;
  - c) Republic Act No. 7877, an Act Declaring Sexual Harassment Unlawful in the Employment, Education or Training Environment, and for Other Purposes;
  - d) DepEd Order No. 6, s. 2012 which expressly prohibits all forms and manner of cooperation or partnership with the tobacco industry in all areas of the country;

- e) DepEd Order No. 80, s. 2012 entitled “Strengthening the integration of breastfeeding education in the curriculum, setting up and sustaining the operation of lactation stations in compliance with Executive Order No. 51”, school officials are discouraged from partnering with companies manufacturing milk and infant formula products;
- f) DepEd Order No. 39, s. 2009 on the commercialization of schools also expressly prohibits the appearance of any form of institutional endorsement by the DepEd for any commercial product or service within school premises in exchange for any school-industry partnership;
- g) Republic Act No. 8525 (The Adopt-A-School Act of 1998) and related DepEd issuances for corporate donations;
- h) Relevant labor laws and issuances especially in the fields of internships, apprenticeship, on-the-job training (OJT), and others.
- i) Article 218 and 219 of the Family Code, on the special parental authority and responsibility of schools, administrators and teachers.

7. All expenses to be incurred in the Partnership Building Agreement (PBA) will be charged to local funds, subject to the usual accounting and auditing rules and regulations.

#### E. Authorized Signatories for Partnership Agreements

The partnership agreements entered into by the Central Office shall be signed by the Secretary or his/her designate. The Regional Directors, Schools Division Superintendents, or School Heads/Principals shall be the official signatories of partnership agreements entered into by the regional offices, schools division offices, or schools, respectively.

#### F. Areas for Partnerships

DepEd and its partners may enter into an agreement in one or more of the following areas:

1. Inputs into the curriculum and/or the work immersion program design which may include the following:
  - a) Contextualization of the curriculum and/or design of the work immersion program to make the program more relevant to the needs of the local community;
  - b) Joint planning for the 80-hour work immersion program; and
  - c) Teacher training and capacity-building.

2. Work immersion for students which will entail a MOA on the following:

- a) Use of partner's facilities by DepEd students and teachers;
- b) Provision of supervisors/mentors by the partner; and
- c) Ensuring that the workplace is a conducive and safe learning environment.

The MOA should include the creation of a Joint Working Group (JWG), its functions and responsibilities, and the responsibilities of each of the partners under the supervision of the School Head or the designated teacher.

#### G. Target Partners

Listed below are the target groups which DepEd offices and/or schools may approach for possible partnerships:

1. Local government units such as provinces, cities, municipalities, and barangays
2. LGU leagues such as Union of Local Authorities in the Philippines (ULAP), League of Provinces of the Philippines, League of Cities of the Philippines, League of Municipalities of the Philippines, *Liga ng mga Barangay*, etc.
3. National government agencies such as DTI, DOLE, TESDA, DPWH, DOH, DSWD, DA, etc.
4. Companies or business establishments
5. Industry associations at the national, regional, provincial, city, municipality, or barangay level
6. Non-government organizations / faith-based organizations
7. Cooperatives / microfinance institutions
8. Other schools / training institutions that will not offer basic education programs

#### H. The Partnership Focal Person (PFP)

1. The PFP for the school is the School Head who is authorized to establish partnership/s following the processes described in these guidelines. The School Head may designate a teacher to assist in the partnership-building. The School Head may adjust the teaching load of the designated teacher to comply with the requirements of the Magna Carta for Public School Teachers.
2. The Regional Directors and the Schools Division Superintendents shall designate their respective PFPs, who may be their Social Mobilization and

Networking Coordinators, or any other personnel qualified to assume the role and handle the partnership-building activities.

3. The PFPs' responsibilities and activities are described below.

Responsibilities	Activities
1. Manages Situational Analysis on K to 12 partnership resources	<ol style="list-style-type: none"> <li>1. Conducts internal and external assessments</li> <li>2. Identifies resource gaps</li> <li>3. Identifies potential partners (external)</li> <li>4. Prepares a data base of resources and potential partners</li> </ol>
2. Helps mobilize resources	<ol style="list-style-type: none"> <li>1. Advocacy campaign (showcasing SHS Program)</li> <li>2. Identify possible partner/s</li> <li>3. Prepare profile of potential partner/s</li> </ol>
3. Establishes / pursues the partnership based on IA and EA	<ol style="list-style-type: none"> <li>1. Shortlist potential partner/s</li> <li>2. Visit potential partner</li> <li>3. Present the work immersion program plan and/or other areas of partnership</li> <li>4. Attend meetings with the potential partner</li> <li>5. Forge MOU or MOA               <ol style="list-style-type: none"> <li>a. Facilitate preparation of documentary requirements of partnerships</li> <li>b. Prepare needed documents for partnership</li> <li>c. Facilitate the execution of MOA or MOU, and when necessary Deed of Donation and Deed of Acceptance</li> </ol> </li> <li>6. Coordinate with the appropriate Legal office for the finalization of MOAs/MOUs</li> </ol>
4. Coordinates with the immersion teacher/s regarding the immersion placement for SHS	<ol style="list-style-type: none"> <li>1. Monitor schedule of work immersion</li> <li>2. Facilitate orientation of students bound for work immersion</li> </ol>



	3. Facilitate deployment of students for work immersion
5. Nurtures the partnership based on the results of monitoring	<ol style="list-style-type: none"> <li>1. Consult partners regularly</li> <li>2. Maintain good working relationship</li> <li>3. Identify and anticipate issues, and develop solutions</li> <li>4. Facilitate tax incentive application whenever possible</li> <li>5. Conduct annual recognition of partner/s</li> </ol>
6. Facilitates evaluation of partnership for policy actions and sustainability	<ol style="list-style-type: none"> <li>1. Monitor the implementation of the MOA terms and conditions</li> <li>2. Recommend actions based on evaluation</li> </ol>

#### I. Step-By-Step Process in Partnership Building

To establish partnerships, the different DepEd offices and/or schools shall perform the following tasks:

1. Research – Gathering of information about the school and the potential partner from various sectors through available sources.
  - a) Internal Assessment – information about the school, students and parents, program offerings, and school resources.
  - b) External Assessment – information available from the various sources of data without actual engagement or discussion with the target potential partner.
  - c) Other sources of information – information available through other sources which may help in the identification and evaluation of potential partners.
  
2. Identification of Potential Partners – Identifying, qualifying, and prioritizing potential partners that meet the minimum requirements for partnership namely:
  - a) Matching of SHS programs vis-a-vis list of potential partners, their businesses and requirements
  - b) Legal requirements and documentation
  - c) Proximity of location to DepEd school
  - d) Presence of Corporate Social Responsibility (CSR) policy, programs and resources
  - e) Scope of operations of the potential partner and scope of partnership, i.e., national, regional, provincial, local, etc.

3. Engagement – Actual meetings with potential partners for presentation and discussion of proposed partnership:
    - a) Set an appointment;
    - b) Actual meeting (Recommended is 5 meetings per day):
      - i. Introduction
      - ii. State rationale for the meeting
      - iii. Present the K to 12 Program (Official K to 12 presentation material and specific school presentation material)
      - iv. Discussion
        - a) Validate and verify data from research
        - b) What are the expectations of the potential partner?
        - c) What are the objectives of the potential partner for partnering with DepEd?
        - d) What are the areas of partnership which the potential partner is willing and able to enter into?
          - i. Work Immersion
          - ii. Teacher Training
          - iii. Use of Facilities
          - iv. Donation / Usufruct
        - e) Who are the decision makers?
        - f) What is the decision making process?
        - g) What is the duration of agreement or partnership?
        - h) When can we start the partnership?
        - i) What are the requirements to partner with them?
      - v. Agreements and Next Steps
        - a) Summarize the meeting
        - b) Define action items and timeline
4. Partnership development is the stage where all the gathered information are consolidated and considered for the formulation of the MOA/MOU that will be reviewed by the appropriate DepEd legal officers and approved by the relevant office. If the Division Office has no legal officer, the legal review may be conducted by the legal officer of the Regional Office.
  - a) Consolidate information gathered during the discussion with partners.

- b) Prepare MOA / MOU / Deed of Donation and Acceptance / Deed of Usufruct
- c) Coordinate with principal/SDS/RD
- d) Submit MOA/MOU to the appropriate legal officer for review and approval
- e) MOA / MOU signing

#### J. Monitoring and Evaluation

Actual implementation will adhere to the formal agreement between the parties. The execution of the partnership agreement will be monitored to ensure adherence by the parties and fidelity of implementation to the agreement. Periodic monitoring and evaluation will also be done by the PFP.

#### K. References

- a) DepEd Order No. 40, s. 2012 entitled "Child Protection Policy" (Policy and Guidelines on Protecting Children in School from Abuse, Violence, Exploitation, Discrimination, Bullying and other forms of Abuse);
- b) DepEd Order No. 55, s. 2013, Implementing Rules and Regulations (IRR) of Republic Act No. 10627 Otherwise Known as the Anti-Bullying Act of 2013;
- c) Republic Act No. 7877, an Act Declaring Sexual Harassment Unlawful in the Employment, Education or Training Environment, and for Other Purposes;
- d) DepEd Order No. 6, s. 2012 which expressly prohibits all forms and manner of cooperation or partnership with the tobacco industry in all areas of the country;
- e) DepEd Order No. 80, s. 2012 entitled "Strengthening the integration of breastfeeding education in the curriculum, setting up and sustaining the operation of lactation stations in compliance with Executive Order No. 51", school officials are discouraged from partnering with companies manufacturing milk and infant formula products;
- f) DepEd Order No. 39, s. 2009 on the commercialization of schools also expressly prohibits the appearance of any form of institutional endorsement by the DepEd for any commercial product or service within school premises in exchange for any school-industry partnership;
- g) Republic Act No. 8525 (The Adopt-A-School Act of 1998) and related DepEd issuances for corporate donations;
- h) Relevant labor laws and issuances especially in the fields of internships, apprenticeship, on-the-job training (OJT), and others.
- i) Article 218 and 219 of the Family Code, on the special parental authority and responsibility of schools, administrators and teachers.

L. Effectivity

This policy shall take effect fifteen (15) days after its publication in the Official Gazette or in two newspapers of general circulation. This shall be registered with the Office of the National Administrative Register (ONAR) at the University of the Philippines (UP) Law Center, UP Diliman, Quezon City.

Annexes:

- A. Internal and External Assessments Tool
- B. Guide for Meetings
- C. Template for determining readiness, capability, and willingness of potential partner
- D. MOA and MOU templates
- E. Partnership Monitoring Template
- F. MOA/MOU Preparation Process Flow





## External Assessment Template Manual

Partnership Focal Person:

School: School ID:

School Division:

Region:

Name of Potential Partner	Sector	Line of Business	Address	Contact Number	No. of Employees	Potential Requirement	Humanitarian Projects/CSR	Distance from School (in Km)	Information Source
Indicate name of potential partner	use drop down to indicate the sector where the potential industry partner belongs	indicate line of business where the potential industry partner engages in	Indicate exact address of the potential partner	indicate telephone number and other contact details	indicate number of employees	indicate potential requirement as assessed based on line of business and number of employees	indicate the title of the humanitarian project/advocacy or corporate social responsibility projects if known	indicate in kilometers approximate distance of the location of the potential industry	indicate information source
		verify during actual meeting			verify during actual meeting	verify during actual meeting	determine this at the Q&A stage during the meeting		

QT-01

ANNEX B

**QUALIFICATION TOOL**

TOTAL POINTS: \_\_\_\_\_

PRIORITIZATION: \_\_\_\_\_

Check all that applies:  Work Immersion  Other Areas of Partnerships

Name of Potential Partner: \_\_\_\_\_ Sector: \_\_\_\_\_

Region: \_\_\_\_\_ School: \_\_\_\_\_

Division: \_\_\_\_\_ School ID: \_\_\_\_\_

**Mark the appropriate boxes with a  to show your answer for each field.**

1. LINE OF BUSINESS: \_\_\_\_\_

Is the potential partner associated with cigarette and/or liquor manufacturing/distribution, mining, escort services and other prohibited activities?

 YES (0PTS)  NO(5PTS)

2. Is the potential partner included in the Local Development Plan?

 YES (5PTS)  NO(0PTS)

3. INDUSTRY / PROFESSIONAL ASSOCIATION:

YES (5PTS) If member of an Association with MOU/MOA with DepEd  
 3 (0PTS) if member of an association without MOA/MOU with DepEd  
 NO(0PTS) if not a member of any organization

4. NUMBER OF EMPLOYEES

 < 10 (1PT)  36-49 (4PTS)  
 10-20 (2PTS)  >50 (5PTS)  
 21-35 (3PTS)

5. POTENTIAL REQUIREMENT FOR WORK IMMERSION

Does the potential partner accepts OJTs, apprenticeships, internships and/or immersion students?

 YES (5PTS)  NO(0PTS)

6. DISTANCE FROM SCHOOL IN KM

 > 20KM (1PT)  
 10KM-20KM (3PTS)  
 5KM-(KM (4PTS)  
 < 5KM (5PTS)

7. TRACK/COURSE/PROGRAM: \_\_\_\_\_

Is the school track/program/offering relevant to the business of the potential partner?

 YES (5PTS)  NO(0PTS)

8. NUMBER OF STUDENTS

 0 (0PT)  11-14 (3PTS)  
 1-5 (1PT)  15-19 (4PTS)  
 6-10 (2PTS)  20 or more (5PTS)

TOTAL POINTS: \_\_\_\_\_

Evaluated by:

Partnership Focal Person: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Please check (✓) the appropriate box(es) and write N/A if not applicable.

ASSESSMENT TOOL FOR IDENTIFYING INDUSTRY PARTNERS FOR SENIOR HIGH SCHOOL			
Name of Company/ Organization/ LGU: _____			
Start of operations in the province/city: _____			
Plans for expansion: <input type="checkbox"/> No <input type="checkbox"/> Yes When? _____			
Partnership Focal Person: _____			
Nature of Company / Organization / LGU	Human Resources	Physical Facilities	
<input type="checkbox"/> LGU Level: _____  <input type="checkbox"/> NGO Core Program/s: _____  <input type="checkbox"/> Cooperative Type: _____  <input type="checkbox"/> Company Line of Business: _____  <input type="checkbox"/> Others Please specify: _____	Number of employees _____ Sources of recruits <input type="checkbox"/> Within the city/province <input type="checkbox"/> From outside  Existing skills/expertise of employees: _____  Adequate skills vs need match? <input type="checkbox"/> Yes <input type="checkbox"/> No  In-house trainers/coaches? <input type="checkbox"/> Yes <input type="checkbox"/> No  Needed skills expertise: _____ _____	Workplace facilities: ( <small>(*student capacity)</small> ) _____ _____  Training facilities: ( <small>(*student capacity)</small> ) _____ _____  Adequate facilities (Y/N)? _____  Quality: <input type="checkbox"/> Poor <input type="checkbox"/> Moderate <input type="checkbox"/> Good  ISO or similar certification? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Industry / Professional Association Membership _____			
Any CSR or corporate giving program? <input type="checkbox"/> Yes <input type="checkbox"/> No When did it start? _____			
Area of involvement: <input type="checkbox"/> Education <input type="checkbox"/> Environment <input type="checkbox"/> Livelihood <input type="checkbox"/> Others _____			
Estimated annual CSR budget: _____			
Are you open to partner with DepEd for senior high school? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Why? _____			
What the company / organization / LGU can offer to DepEd <input type="checkbox"/> Inputs to the curriculum <input type="checkbox"/> Facilities for Work Immersion of students <input type="checkbox"/> Facilities for exposure and training of Teachers <input type="checkbox"/> Facilities for exposure and training of students <input type="checkbox"/> Trainers and coaches In what areas? _____ <input type="checkbox"/> CSR donation <input type="checkbox"/> Others _____	What the company / organization / LGU expects of DepEd	Specific SHS courses that match the company's line of business / organization / LGU's line of operations:	
ASSESSMENT			
Criteria	Yes	No	Remarks
1. The company's line of business or organization / LGU's line of operations and technical expertise can respond to the needs of any of the SHS courses.			
2. The company / organization / LGU has experts that can provide inputs and advice on how to contextualize and strengthen a specific DepEd SHS course offering.			
3. The company / organization / LGU is willing and able to provide resource persons for special seminars for students and teachers.			
4. The company / organization / LGU is willing to open its facilities for students' immersion or exposure.			
5. The company / organization / LGU has funds which can be made available as contribution to improve the capability of schools to offer SHS courses.			

20August2015 v.3  
Private Company

## MEMORANDUM OF AGREEMENT FOR TEACHER TRAINING PARTNERSHIP

This Memorandum of Agreement is entered into this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_, by and between:

The - <NAME OF SCHOOL>, with School Identification Number \_\_\_\_\_ a public high school, with principal address at \_\_\_\_\_, represented in this Agreement by its <Position>, <Name>, <nationality> of legal age, and hereinafter referred to as the SCHOOL;

-and-

<NAME OF COMPANY>, duly constituted and registered in the Philippines, with principal address at \_\_\_\_\_, represented in this Agreement by its <Position>, <NAME>, <NATIONALITY>, of legal age, hereinafter referred to as the "COMPANY".

WITNESSETH:

**WHEREAS**, the Department of Education of the Philippines, hereinafter referred to as "DepEd", is the primary government instrumentality mandated to formulate, implement, and coordinate policies, plans, programs and projects in the areas of formal and non-formal basic education; supervise all elementary and secondary education institutions, including alternative learning systems, both public and private; and provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development;

**WHEREAS**, the DepEd has introduced the K to 12 basic education reform program that includes Senior High School, hereinafter referred to as "SHS", with the major objective of ensuring that graduates of basic education are ready for employment, entrepreneurship and higher learning;

**WHEREAS**, the SHS curriculum can be customized at the local levels to take into consideration the needs of local industries and the labor market;

**WHEREAS**, the DepEd believes that for the effective delivery of SHS instruction, there is a need for school-industry partnerships that will provide the school the necessary expertise and venue for practical, on-the-job, enterprise-based training for SHS learners;

**WHEREAS**, the DepEd will start full implementation of SHS in School Year 2016-2017;

**WHEREAS**, the SCHOOL is among those that will offer SHS to students in the community to carry out DepEd's objectives for SHS as spelled out above;

**WHEREAS**, one of the goals of SHS is to produce graduates that have the competencies either to pursue further education and training or enter the world of work;

**WHEREAS**, to achieve this objective, the SCHOOL needs to enter into Teacher Training Partnership with the COMPANY;

**WHEREAS**, the COMPANY operates in the area where the SCHOOL is located and has offices, facilities, project sites, and expertise that it can make available for the teacher training program of DepEd for its SHS program;

**WHEREAS**, the COMPANY is looking forward to having potential employees who have the skills and understanding of their business to contribute productively in its business.

**WHEREAS**, the COMPANY considers going into a work immersion partnership with the School as part of its mission to create a positive impact on the community, especially the young people;

**WHEREAS**, the COMPANY may avail of the revenue regulation no. 10 s. 2003 implementing the tax incentives provision of R.A. 8525 otherwise known as the Adopt-A-School Act of 1998;

**WHEREAS**, the SCHOOL and the COMPANY, hereinafter collectively referred to as “the PARTIES”, undertake to collaborate for the successful implementation of the SHS in <Municipality> cognizant of the need for special protection of the child and with the best interest of the SHS learner at heart;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the PARTIES hereby agree as follows:

### **DESCRIPTION OF TEACHER TRAINING PROGRAM**

The Teacher Training Program is important in the success of the SHS Program. A Senior High School teacher has to undergo teacher training in a business organization or establishment whose work requirements are related to the specializations. Through Teacher Training, the teachers are exposed to and become familiarized with the work-related environment related to their field of specialization making them more competent in cascading knowledge and skills to the students. Specifically, the teachers are able to:

1. Gain relevant and practical industrial skills under the guidance of industry experts and workers;
2. Appreciate the importance and application of the principles and theories taught in the school;
3. Enhance their technical knowledge and skills;

### **I. OBJECTIVES OF THE TEACHER TRAINING PARTNERSHIP**

The Teacher Training Partnership has the following objectives:

1. To supplement the formal curriculum of the SHS program with special inputs coming from industry experts and practitioners in order to make the SHS program aligned and consistent with industry standards;
2. To train and expose SHS teachers to the workplace and familiarize them with industry standards, processes and practices;
3. To provide the teachers the needed training and competencies for them to be able to educate the students of the SHS program and give them the skills that are relevant to the needs of the job market in the area

## **II. RESPONSIBILITIES OF THE PARTIES**

### **A. Joint Responsibilities**

Both the SCHOOL and the COMPANY shall:

1. Create a joint working group that will prepare the action plan to operationalize the partnership;
2. Form a joint steering committee to monitor the progress of the partnership and to make sure that the provisions of this Memorandum of Agreement (MOA) are met.
3. Develop the Teacher Training module specifying goals and objectives, desired outcomes of the program and how these outcomes will be achieved, also noting the specific knowledge, skills, attitudes and competencies that the teacher trainee should acquire after completing the program.
4. Develop a Teacher Training Schedule of Activities that will be followed by the teacher trainee during the whole duration of the Teacher Training Program.
5. Formulate teacher training policies and guidelines on selection, placement, monitoring, and assessment of teacher trainees, in order to ensure that each teacher trainee is assigned to a required industry partner matched to the relevant SHS track, qualifications and aptitude.

### **B. Responsibilities of the School**

**The SCHOOL shall:**

1. Identify and indicate the SHS track/s, strand/s, and/or specialization/s which will be the subject of the Teacher Training Partnership
2. Make the needed adjustments to contextualize the SHS subjects based on inputs coming from the COMPANY.
3. Design a teacher training program based on the needs of the contextualized SHS track subjects.

4. Designate a person who will be in-charge of coordinating with the COMPANY and supervising the activities of the teacher trainees for the duration of the Teacher Trainee Program.
5. Monitor each teacher trainee's progress throughout the duration of the entire work training program so as to make sure that the tasks assigned to each teacher trainee are meaningful, challenging, and applicable to his/her particular programs and are able to maximize the quality of the learning experience.
6. Ensure that the teacher trainee will adhere to the non- disclosure policies of the COMPANY as agreed to by the SCHOOL.
7. Provide the COMPANY a Certificate of Participation in the SHS program for whatever purpose it may serve.
8. Execute a deed of acceptance as a way of recognizing and acknowledging the donation/s received from the COMPANY.
9. Ask the DepEd Adopt-A-School Secretariat to review, facilitate and endorse the application of the COMPANY to avail of the tax incentives/exemption as specified in the R.A. 8525 otherwise known as The Adopt-A-School Act of 1998.

**C. The COMPANY shall:**

1. Assign a competent Teacher Training Coordinator from the COMPANY to liaise with the SCHOOL for the duration of the work training program so as to ensure efficient implementation of all stages of the program.
2. Provide inputs into the curriculum through the discussions or workshops that DepEd will organize.
3. Lend its expertise by making available its resident resource persons to provide training to the teacher trainees.
4. Allow the Teacher Trainees to be deployed to the different sections/departments/project sites of the COMPANY based on the Teacher Training Daily Schedule of Activities.
5. Agree to the required number of hours of the Teacher Training Program.
6. Provide teacher training opportunities for <number of teacher trainees> teacher trainees for School Year 2016-2017.
7. Provide teacher trainees with an orientation about the company, its line of business, and the work its employees do, and expose them to the various stakeholders of the community in which the COMPANY operates for the teachers to get a holistic understanding of its business.

8. Make its workplace and facilities available to teacher trainees, and shall similarly take all necessary actions to ensure the safety of the teachers within their areas of operation at all times.
9. Issue a Certificate of Completion to the teacher trainees upon satisfactory compliance with all requirements of the program.
10. Execute a deed of donation in favor of DepEd for the completed Teacher Training Partnership.
11. Submit to the Adopt-A-School Program Secretariat all pertinent documents in support of the amount specified/claimed for the tax exemption application.

### **III. EFFECTIVITY**

This agreement shall hold for the duration of the <from year-to year> Academic School Year and is renewable every year. The COMPANY and the SCHOOL shall submit their intention for renewal of this agreement through formal notice within thirty (30) days before the expiration of this Agreement.

The COMPANY and the SCHOOL reserve their respective rights to terminate their participation in the agreement after the duration of this Agreement through formal written notice within thirty (30) days before the effectivity of the termination. Both parties shall turnover all deliverables agreed thereto in the Teacher Training Program. Termination shall be subject to the mutual agreement between the parties.

### **IV. LIABILITY**

Each party shall answer for losses and damages arising from any accident, act, or omission directly attributable to its fault or negligence, which may cause death or bodily injury to any persons, or loss or damage to property, by or on account of the performance of the respective obligations by the parties pursuant to this Agreement. Such responsibility shall continue to remain that of the responsible party's even after the termination of this agreement, if such losses and damages were incurred during the effectivity of this agreement.

The SCHOOL shall not be liable for opportunity losses of the COMPANY during the duration and after the termination of this agreement.

### **V. PROHIBITION AND NON-DISCLOSURE PROVISION**

It is expressly understood by DepEd and the teacher trainees that all information on technology, manufacturing process, process standards, quality assurance methodologies, quality standards, production capabilities, raw material purchasing, marketing, finance, and all other related documents, manuals, operational and technical matters that the COMPANY shall make available to them shall be used for the sole purpose of teacher training. All of these matters are classified as confidential in nature and proprietary to the COMPANY, and

thereby each teacher trainee hereby undertakes to prevent transfer of such information by any of its members to any party outside of the COMPANY.

The Company is not allowed to hire/employ teacher trainees within two (2) years after the termination of the training program.

FOR THE SCHOOL:

FOR THE COMPANY:

\_\_\_\_\_  
<NAME>  
<POSITION>

\_\_\_\_\_  
<NAME>  
<POSITION>

WITNESSED BY:

\_\_\_\_\_

\_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
<NAME>  
<POSITION>  
<DEPARTMENT>

ANNEXES - Attachments

- A. Corporate Secretary's certificate authorizing signatory if not owner or President/CEO
- B. Board Resolution on MOA/MOU on Teacher Training Partnership
- C. Non-Disclosure Agreement between Teacher Trainee and Company
- D. Teacher Training Program Module
- E. Teacher Training Schedule of Activities
- F. List of Teacher Trainees

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES)**

CITY OF \_\_\_\_\_ ) ss.

**BEFORE ME** this \_\_\_\_\_ (date) \_\_\_\_\_, personally appeared:

Name	CTC No./Passport No.	Date and Place Issued
(DepEd Representative)		
(Company Representative)		

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. This Memorandum of Agreement consist of \_\_\_\_\_ 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.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of 2015.



20August2015 v.3  
Local Government Unit

## MEMORANDUM OF AGREEMENT FOR TEACHER TRAINING PARTNERSHIP

This Memorandum of Agreement is entered into this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_, by and between:

The - <NAME OF SCHOOL>, with School Identification Number \_\_\_\_\_ a public high school, with principal address at \_\_\_\_\_, represented in this Agreement by its <Position>, <Name>, <nationality> of legal age, m and hereinafter referred to as the SCHOOL;

-and-

The **Barangay / Municipality / City /Province** of \_\_\_\_\_, a political subdivision under the laws of the Republic of the Philippines, with principal address at \_\_\_\_\_, and represented in this Agreement by its <BARANGAY CHAIRMAN/MAYOR/GOVERNOR>, <NAME>, <NATIONALITY>, of legal age, hereinafter referred to as the "LGU".

WITNESSETH:

**WHEREAS**, the Department of Education of the Philippines, hereinafter referred to as "DepEd", is the primary government instrumentality mandated to formulate, implement, and coordinate policies, plans, programs and projects in the areas of formal and non-formal basic education; supervise all elementary and secondary education institutions, including alternative learning systems, both public and private; and provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development;

**WHEREAS**, the DepEd has introduced the K to 12 basic education reform program that includes Senior High School, hereinafter referred to as "SHS", with the major objective of ensuring that graduates of basic education are ready for employment, entrepreneurship and higher learning;

**WHEREAS**, the SHS curriculum can be customized at the local levels to take into consideration the needs of local industries and the labor market;

**WHEREAS**, the DepEd believes that for the effective delivery of SHS instruction, there is a need for school-industry partnerships that will provide the school the necessary expertise and venue for practical, on-the-job, enterprise-based training for SHS learners;

**WHEREAS**, the DepEd will start full implementation of SHS in School Year 2016-2017;

**WHEREAS**, the SCHOOL is among those that will offer SHS to students in the community to carry out DepEd's objectives for SHS as spelled out above;

**WHEREAS**, one of the goals of SHS is to produce graduates that have the competencies either to pursue further education and training or enter the world of work;

**WHEREAS**, to achieve this objective, the SCHOOL needs to enter into partnerships with the LGU;

**WHEREAS**, the institutionalization and implementation of the K-12 program is among the priority programs of the Government for promoting inclusive growth;

**WHEREAS**, the LGU recognizes that the successful implementation of the K to 12 Program of the Department of Education will redound to the good of its constituents;

**WHEREAS**, the LGU is willing to make its expertise and facilities available for Work Immersion Program of the School for its SHS program;

**WHEREAS**, the LGU is looking forward to having potential employees who have the skills and understanding of their business to contribute productively in its business.

**WHEREAS**, the SCHOOL and the LGU, hereinafter collectively referred to as "PARTIES", undertake to collaborate towards the successful implementation of the SHS in the Barangay/Municipality/City/Province cognizant of the need for special protection of the child and with the best interest of the SHS learner at heart;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the PARTIES thereby agree as follows:

### **DESCRIPTION OF TEACHER TRAINING PROGRAM**

The Teacher Training Program is important in the success of the Senior High School Program. A Senior High School teacher has to undergo teacher training in a business organization or establishment whose work requirements are related to the specializations. Through Teacher Training, the teachers are exposed to and become familiarized with the work-related environment related to their field of specialization making them more competent in cascading knowledge and skills to the students. Specifically, the teachers are able to:

1. Gain relevant and practical industrial skills under the guidance of industry experts and workers;
2. Appreciate the importance and application of the principles and theories taught in the school;
3. Enhance their technical knowledge and skills;

### **I. OBJECTIVES OF THE TEACHER TRAINING PARTNERSHIP**

The Teacher Training Partnership has the following objectives:

1. To supplement the formal curriculum of the SHS program with special inputs coming from industry experts and practitioners in order to make the SHS program aligned and consistent with industry standards;
2. To train and expose SHS teachers to the workplace and familiarize them with LGU standards, processes and practices;
3. To provide the teachers the needed training and competencies for them to be able to educate the students of the SHS program and give them the skills that are relevant to the needs of the job market in the area

## **II. RESPONSIBILITIES OF THE PARTIES**

### **A. Joint Responsibilities**

**Both the SCHOOL and the LGU shall:**

1. Create a joint working group that will prepare the action plan to operationalize the partnership;
2. Form a joint steering committee to monitor the progress of the partnership and to make sure that the provisions of this Memorandum of Agreement (MOA) are met.
3. Develop the Teacher Training module specifying goals and objectives, desired outcomes of the program and how these outcomes will be achieved, also noting the specific knowledge, skills, attitudes and competencies that the teacher trainee should acquire after completing the program.
4. Develop a Teacher Training Schedule of Activities that will be followed by the teacher trainee during the whole duration of the Teacher Training Program.
5. Formulate teacher training policies and guidelines on selection, placement, monitoring, and assessment of teacher trainees, in order to ensure that each teacher trainee is assigned to a required industry partner matched to the relevant SHS track, qualifications and aptitude.

### **B. Responsibilities of the School**

The SCHOOL shall:

1. Identify and indicate the SHS track/s, strand/s, and/or specialization/s which will be the subject of the Teacher Training Partnership
2. Make the needed adjustments to contextualize the SHS subjects based on inputs coming from the LGU
3. Design a teacher training program based on the needs of the contextualized SHS track subjects.

4. Designate a person who will be in charge of coordinating with the LGU and supervising the activities of the teacher trainees for the duration of the Teacher Training Program.
5. Monitor each teacher trainee's progress throughout the duration of the entire work training program so as to make sure that the tasks assigned to each teacher trainee are meaningful, challenging, and applicable to his/her particular programs and are able to maximize the quality of the learning experience.
6. Ensure that the teacher trainee will adhere to the non- disclosure policies of the LGU as agreed to by the School.
7. Provide the LGU a Certificate of Participation in the SHS program for whatever purpose it may serve.
8. Execute a deed of acceptance as a way of recognizing and acknowledging the donation/s received from the LGU.

**C. The LGU shall:**

1. Assign a competent Teacher Training Coordinator from the LGU to liaise with the SCHOOL for the duration of the work training program so as to ensure efficient implementation of all stages of the program.
2. Provide inputs into the curriculum through the discussions or workshops that the School will organize.
3. Lend its expertise by making available its resident resource persons to provide training to the teacher trainees.
4. Allow the Teacher Trainees to be deployed to the different sections/departments/project sites of the LGU based on the Teacher Training Daily Schedule of Activities.
5. Agree to the required number of hours of the Teacher Training Program.
6. Provide teacher training opportunities for <number of teacher trainees> teacher trainees for School Year 2016-2017.
7. Provide teacher trainees with an orientation about the LGU, its line of business, and the work its employees do, and expose them to the various stakeholders of the community in which it operates for the teachers to get a holistic understanding of the LGU.
8. Make its workplace and facilities available to teacher trainees, and shall similarly take all necessary actions to ensure the safety of the teachers within their areas of operation at all times.
9. Issue a Certificate of Completion to the teacher trainees upon satisfactory compliance with all requirements of the program.

10. Execute a deed of donation in favor of DepEd for the completed Teacher Training Partnership.

### **III. EFFECTIVITY**

This agreement shall hold for the duration of the <from year-to year> Academic School Year and is renewable every year. The LGU and the SCHOOL shall submit their intention for renewal of this agreement through formal notice within thirty (30) days before the expiration of this Agreement.

The LGU and SCHOOL reserve their respective rights to terminate their participation in the agreement after the duration of this Agreement through formal written notice within thirty (30) days before the effectivity of the termination. Both parties shall turnover all deliverables agreed thereto in the Work Immersion Program. Termination shall be subject to the mutual agreement between the parties.

### **IV. LIABILITY**

Each party shall answer for losses and damages arising from any accident, act, or omission directly attributable to its fault or negligence, which may cause death or bodily injury to any persons, or loss or damage to property, by or on account of the performance of the respective obligations by the parties pursuant to this Agreement. Such responsibility shall continue to remain that of the responsible party's even after the termination of this agreement, if such losses and damages were incurred during the effectivity of this agreement.

The SCHOOL shall not be liable for opportunity losses of the LGU during the duration and after the termination of this agreement.

### **V. PROHIBITION AND NON-DISCLOSURE PROVISION**

It is expressly understood by DepEd and the teacher trainees that all information on technology, manufacturing process, process standards, quality assurance methodologies, quality standards, production capabilities, raw material purchasing, marketing, finance, and all other related documents, manuals, operational and technical matters that the LGU shall make available to them shall be used for the sole purpose of teacher training. All of these matters are classified as confidential in nature and proprietary to the LGU, and thereby each teacher trainee hereby undertakes to prevent transfer of such information by any of its members to any party outside of the LGU.

The LGU is not allowed to hire/employ teacher trainees within two (2) years after the termination of the training program.

FOR THE SCHOOL:

FOR THE LGU:

\_\_\_\_\_  
<NAME>  
<POSITION>

\_\_\_\_\_  
<NAME>  
<POSITION>

WITNESSED BY:

\_\_\_\_\_

\_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
<NAME>  
<POSITION>  
<DEPARTMENT>

ANNEXES - Attachments

- A. Sangguniang Pambayan/Panglungsod/Panlalawigan Board Resolution on MOA/MOU on Teacher Training Partnership
- B. Non-Disclosure Agreement between Teacher Trainee and LGU
- C. Teacher Training Program Module
- D. Teacher Training Schedule of Activities
- E. List of Teacher Trainees

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES)**

CITY OF \_\_\_\_\_ ) ss.

**BEFORE ME** this \_\_\_\_\_ (date) \_\_\_\_\_, personally appeared:

Name	CTC No./Passport No.	Date and Place Issued
(DepEd Representative)		
(LGU Representative)		

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. This Memorandum of Agreement consist of \_\_\_\_\_ 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.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2015.

20August2015 v.3  
Cooperative

**MEMORANDUM OF AGREEMENT FOR WORK IMMERSION PARTNERSHIP**

This Memorandum of Agreement is entered into this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_, by and between:

The - <NAME OF SCHOOL>, with School Identification Number \_\_\_\_\_ a public high school, with principal address at \_\_\_\_\_, represented in this Agreement by its <Position>, <Name>, <nationality> of legal age, and hereinafter referred to as the SCHOOL;

-and-

<NAME OF COOPERATIVE>, with principal address at \_\_\_\_\_, represented in this Agreement by its <Position>, <NAME>, <NATIONALITY>, of legal age., and hereinafter referred to as the COOPERATIVE.

**WITNESSETH:**

**WHEREAS**, the Department of Education of the Philippines, hereinafter referred to as “DepEd”, is the primary government instrumentality mandated to formulate, implement, and coordinate policies, plans, programs and projects in the areas of formal and non-formal basic education; supervise all elementary and secondary education institutions, including alternative learning systems, both public and private; and provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development;

**WHEREAS**, the DepEd has introduced the K to 12 basic education reform program that includes Senior High School, hereinafter referred to as “SHS”, with the major objective of ensuring that graduates of basic education are ready for employment, entrepreneurship and higher learning;

**WHEREAS**, the SHS curriculum can be customized at the local levels to take into consideration the needs of local industries and the labor market;

**WHEREAS**, the DepEd believes that for the effective delivery of SHS instruction, there is a need for school-industry partnerships that will provide the school the necessary expertise and venue for practical, on-the-job, enterprise-based training for SHS learners;

**WHEREAS**, the DepEd will start full implementation of SHS in School Year 2016-2017;

**WHEREAS**, the SCHOOL is among those that will offer SHS to students in the community to carry out DepEd’s objectives for SHS as spelled out above;



**WHEREAS**, one of the goals of SHS is to produce graduates that have the competencies either to pursue further education and training or enter the world of work;

**WHEREAS**, to achieve this objective, the SCHOOL needs to enter into partnerships with the COOPERATIVE;

**WHEREAS**, the COOPERATIVE operates in the municipality/city/province of \_\_\_\_\_ and is willing to make its expertise and facilities available for teacher training of DepEd for its SHS program.

**WHEREAS**, the COOPERATIVE is looking forward to having potential employees who have the skills and understanding of their business to contribute productively in its business.

**WHEREAS**, the SCHOOL and the COOPERATIVE, hereinafter collectively referred to as "PARTIES", undertake to collaborate towards the successful implementation of the Senior High School in the Barangay/Municipality/City/Province cognizant of the need for special protection of the child and with the best interest of the SHS learner at heart;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the PARTIES hereby agree as follows:

#### **DESCRIPTION OF THE TEACHER TRAINING PROGRAM**

The Teacher Training Program is important in the success of the Senior High School Program. A Senior High School teacher has to undergo teacher training in a business organization or establishment whose work requirements are related to the specializations. Through Teacher Training, the teachers are exposed to and become familiarized with the work-related environment related to their field of specialization making them more competent in cascading knowledge and skills to the students. Specifically, the teachers are able to:

1. Gain relevant and practical industrial skills under the guidance of industry experts and workers;
2. Appreciate the importance and application of the principles and theories taught in the school;
3. Enhance their technical knowledge and skills;

#### **I. OBJECTIVES OF THE TEACHER TRAINING PARTNERSHIP**

The Teacher Training Partnership has the following objectives:

1. To supplement the formal curriculum of the SHS program with special inputs coming from industry experts and practitioners in order to make the SHS program aligned and consistent with industry standards;
2. To train and expose SHS teachers to the workplace and familiarize them with industry standards, processes and practices;

3. To provide the teachers the needed training and competencies for them to be able to educate the students of the SHS program and give them the skills that are relevant to the needs of the job market in the area

## **II. RESPONSIBILITIES OF THE PARTIES**

### **A. Joint Responsibilities**

**Both the SCHOOL and the COOPERATIVE shall:**

1. Create a joint working group that will prepare the action plan to operationalize the partnership;
2. Form a joint steering committee to monitor the progress of the partnership and to make sure that the provisions of this Memorandum of Agreement (MOA) are met.
3. Develop the Teacher Training module specifying goals and objectives, desired outcomes of the program and how these outcomes will be achieved, also noting the specific knowledge, skills, attitudes and competencies that the teacher trainee should acquire after completing the program.
4. Develop a Teacher Training Daily Schedule of Activities that will be followed by the teacher trainee during the whole duration of the Teacher Training Program.
5. Formulate teacher training policies and guidelines on selection, placement, monitoring, and assessment of teacher trainees, in order to ensure that each teacher trainee is assigned to a required industry partner matched to the relevant SHS track, qualifications and aptitude.

### **B. Responsibilities of the School**

The SCHOOL shall:

1. Identify and indicate the SHS track/s, strand/s, and/or specialization/s which will be the subject of the Teacher Training Partnership
2. Make the needed adjustments to contextualize the SHS subjects based on inputs coming from the COOPERATIVE
3. Design a teacher training program based on the needs of the contextualized SHS track subjects.
4. Designate a person who will be in-charge of coordinating with the COOPERATIVE and supervising the activities of the teacher trainees for the duration of the Teacher Training Program.
5. Monitor each teacher trainee's progress throughout the duration of the entire work training program so as to make sure that the tasks assigned to each teacher trainee are

meaningful, challenging, and applicable to his/her particular programs and are able to maximize the quality of the learning experience.

6. Ensure that the teacher trainee will adhere to the non- disclosure policies of the COOPERATIVE as agreed to by the School.
7. Provide the COOPERATIVE a Certificate of Participation in the SHS program for whatever purpose it may serve.
8. Execute a deed of acceptance as a way of recognizing and acknowledging the donation/s received from the COOPERATIVE.

**C. The COOPERATIVE shall:**

1. Assign a competent Teacher Training Coordinator from the COOPERATIVE to liaise with the SCHOOL for the duration of the work training program so as to ensure efficient implementation of all stages of the program.
2. Provide inputs into the curriculum through the discussions or workshops that DepEd will organize.
3. Lend its expertise by making available its resident resource persons to provide training to teacher trainees.
4. Allow the Teacher Trainees to be deployed to the different sections/departments/project sites of the COOPERATIVE based on the Teacher Training Daily Schedule of Activities.
5. Agree to the required number of hours of the Teacher Training Program.
6. Provide teacher training opportunities for <number of teacher trainees> teacher trainees for School Year 2016-2017.
7. Provide teacher trainees with an orientation about the COOPERATIVE, its line of business, and the work its employees do, and expose them to the various stakeholders of the community in which the COOPERATIVE operates for the teachers to get a holistic understanding of its business.
8. Make its workplace and facilities available to teacher trainees, and shall similarly take all necessary actions to ensure the safety of the teachers within their areas of operation at all times.
9. Issue a Certificate of Completion to the teacher trainees upon satisfactory compliance of all requirements of the program.
10. Execute a deed of donation in favor of DepEd for the completed Teacher Training Partnership.

### III. EFFECTIVITY

This agreement shall hold for the duration of the <from year-to year> Academic School Year and is renewable every year. The COOPERATIVE and the SCHOOL shall submit their intention for renewal of this agreement through formal notice within thirty (30) days before the expiration of this Agreement.

The COOPERATIVE and the SCHOOL reserve their respective rights to terminate their participation in the agreement through formal written notice within thirty (30) days before the effectivity of the termination. Both parties shall turnover all deliverables agreed thereto in the Teacher Training Program. Termination shall be subject to the mutual agreement between the parties.

### IV. LIABILITY

Each party shall answer for losses and damages arising from any accident, act, or omission directly attributable to its fault or negligence, which may cause death or bodily injury to any persons, or loss or damage to property, by or on account of the performance of the respective obligations by the parties pursuant to this Agreement. Such responsibility shall continue to remain that of the responsible party's even after the termination of this agreement, if such losses and damages were incurred during the effectivity of this agreement.

The SCHOOL shall not be liable for opportunity losses of the COOPERATIVE during the duration and after the termination of this agreement.

### V. PROHIBITION AND NON-DISCLOSURE PROVISION

It is expressly understood by DepEd and the teacher trainees that all information on technology, manufacturing process, process standards, quality assurance methodologies, quality standards, production capabilities, raw material purchasing, marketing, finance, and all other related documents, manuals, operational and technical matters that the COOPERATIVE shall make available to them shall be used for the sole purpose of teacher training. All of these matters are classified as confidential in nature and proprietary to the COOPERATIVE, and thereby each teacher trainee hereby undertakes to prevent transfer of such information by any of its members to any party outside of the COOPERATIVE.

The COOPERATIVE is not allowed to hire/employ teacher trainees within two (2) years after the termination of the training program.

FOR THE SCHOOL:

FOR THE COOPERATIVE:

\_\_\_\_\_  
<NAME>  
<POSITION>

\_\_\_\_\_  
<NAME>  
<POSITION>

WITNESSED BY:

\_\_\_\_\_

\_\_\_\_\_

APPROVED BY:

---

<NAME>  
<POSITION>  
<DEPARTMENT>

ANNEXES - Attachments

- A. Cooperative Secretary's certificate authorizing signatory
- B. Cooperative Board Resolution on MOA/MOU on Teacher Training Partnership
- C. Non-Disclosure Agreement between Teacher Trainee and COOPERATIVE
- D. Teacher Training Program Module
- E. Teacher Training Schedule of Activities
- F. List of Teacher Trainees

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES)**

CITY OF \_\_\_\_\_ ) ss.

**BEFORE ME** this \_\_\_\_\_ (date) \_\_\_\_\_, personally appeared:

Name	CTC No./Passport No.	Date and Place Issued
(DepEd Representative)		
(Cooperative Representative)		

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. This Memorandum of Agreement consist of \_\_\_\_\_ 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.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of 2015.

20August2015 v.3  
Non-Government Organization

## MEMORANDUM OF AGREEMENT FOR TEACHER TRAINING PARTNERSHIP

This Memorandum of Agreement is entered into this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_, by and between:

The - <NAME OF SCHOOL>, with School Identification Number \_\_\_\_\_ a public high school, with principal address at \_\_\_\_\_, represented in this Agreement by its <Position>, <Name>, <nationality> of legal age, and hereinafter referred to as the SCHOOL;

-and-

<Name of Non-Government Organization>, a Non-Government Organization registered under the laws of the Republic of the Philippines, with principal address at \_\_\_\_\_, and represented in this Agreement by its <Position>, <NAME>, <NATIONALITY>, of legal age, heretofore known as the “NGO”.

### WITNESSETH:

**WHEREAS**, the Department of Education of the Philippines, hereinafter referred to as “DepEd”, is the primary government instrumentality mandated to formulate, implement, and coordinate policies, plans, programs and projects in the areas of formal and non-formal basic education; supervise all elementary and secondary education institutions, including alternative learning systems, both public and private; and provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development;

**WHEREAS**, the DepEd has introduced the K to 12 basic education reform program that includes Senior High School, hereinafter referred to as “SHS”, with the major objective of ensuring that graduates of basic education are ready for employment, entrepreneurship and higher learning;

**WHEREAS**, the SHS curriculum can be customized at the local levels to take into consideration the needs of local industries and the labor market;

**WHEREAS**, the DepEd believes that for the effective delivery of SHS instruction, there is a need for school-industry partnerships that will provide the school the necessary expertise and venue for practical, on-the-job, enterprise-based training for SHS learners;

**WHEREAS**, the DepEd will start full implementation of SHS in School Year 2016-2017;

**WHEREAS**, the SCHOOL is among those that will offer SHS to students in the community to carry out DepEd’s objectives for SHS as spelled out above;

**WHEREAS**, one of the goals of SHS is to produce graduates that have the competencies either to pursue further education and training or enter the world of work;

**WHEREAS**, to achieve this objective, the SCHOOL needs to enter into partnerships with the NGO;

**WHEREAS**, the NGO operates in the municipality/city/province of \_\_\_\_\_ and is willing to make its expertise and facilities available for teacher training of DepEd for its SHS program.

**WHEREAS**, the NGO is looking forward to having potential employees who has the skills and understanding of their business to contribute productively in its business.

**WHEREAS**, the SCHOOL and the NGO, hereinafter collectively referred to as "PARTIES", undertake to collaborate towards the successful implementation of the Senior High School in the Barangay/Municipality/City/Province cognizant of the need for special protection of the child and with the best interest of the SHS learner at heart;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the PARTIES hereby agree as follows:

#### **DESCRIPTION OF THE TEACHER TRAINING PROGRAM**

The Teacher Training Program is important in the success of the Senior High School Program. A Senior High School teacher has to undergo teacher training in a business organization or establishment whose work requirements are related to the specializations. Through Teacher Training, the teachers are exposed to and become familiarized with the work-related environment related to their field of specialization making them more competent in cascading knowledge and skills to the students. Specifically, the teachers are able to:

1. Gain relevant and practical industrial skills under the guidance of industry experts and workers;
2. Appreciate the importance and application of the principles and theories taught in the school;
3. Enhance their technical knowledge and skills;

#### **I. OBJECTIVES OF THE TEACHER TRAINING PARTNERSHIP**

The Teacher Training Partnership has the following objectives:

1. To supplement the formal curriculum of the SHS program with special inputs coming from industry experts and practitioners in order to make the SHS program aligned and consistent with industry standards;
2. To train and expose SHS teachers to the workplace and familiarize them with industry standards, processes and practices;



3. To provide the teachers the needed training and competencies for them to be able to educate the students of the SHS program and give them the skills that are relevant to the needs of the job market in the area.

## **II. RESPONSIBILITIES OF THE PARTIES**

### **A. Joint Responsibilities**

Both the SCHOOL and the NGO shall:

1. Create a joint working group that will prepare the action plan to operationalize the partnership;
2. Form a joint steering committee to monitor the progress of the partnership and to make sure that the provisions of this Memorandum of Agreement (MOA) are met.
3. Develop the Teacher Training module specifying goals and objectives, desired outcomes of the program and how these outcomes will be achieved, also noting the specific knowledge, skills, attitudes and competencies that the teacher trainee should acquire after completing the program.
4. Develop a Teacher Training Daily Schedule of Activities that will be followed by the teacher trainee during the whole duration of the Teacher Training Program.
5. Formulate teacher training policies and guidelines on selection, placement, monitoring, and assessment of teacher trainees, in order to ensure that each teacher trainee is assigned to a required industry partner matched to the relevant SHS track, qualifications and aptitude.

### **B. Responsibilities of the School**

The SCHOOL shall:

1. Identify and indicate the SHS track/s, strand/s, and/or specialization/s which will be the subject of the Teacher Training Partnership
2. Make the needed adjustments to contextualize the SHS subjects based on inputs coming from the NGO.
3. Design a teacher training program based on the needs of the contextualized SHS track subjects.
4. Designate a person who will be in-charge of coordinating with the NGO and supervising the activities of the teacher trainees for the duration of the Teacher Trainee Program.
5. Monitor each teacher trainee's progress throughout the duration of the entire work training program so as to make sure that the tasks assigned to each teacher trainee are

meaningful, challenging, and applicable to his/her particular programs and are able to maximize the quality of the learning experience.

6. Ensure that the teacher trainee will adhere to the non- disclosure policies of the NGO as agreed to by the SCHOOL.
7. Provide the NGO a Certificate of Participation in the SHS program for whatever purpose it may serve.
8. Execute a deed of acceptance as a way of recognizing and acknowledging the donation/s received from the NGO.

**C. The NGO shall:**

1. Assign a competent Teacher Training Coordinator from the NGO to liaise with the SCHOOL for the duration of the work training program so as to ensure efficient implementation of all stages of the program.
2. Provide inputs into the curriculum through the discussions or workshops that DepEd will organize.
3. Lend its expertise by making available its resident resource persons to provide training to teacher trainees.
4. Allow the Teacher Trainees to be deployed to the different sections/departments/project sites of the NGO based on the Teacher Training Daily Schedule of Activities.
5. Agree to the required number of hours of the Teacher Training Program.
6. Provide teacher training opportunities for <number of teacher trainees> teacher trainees for School Year 2016-2017.
7. Provide teacher trainees with an orientation about the NGO, its line of business, and the work its employees do, and expose them to the various stakeholders of the community in which the NGO operates for the teachers to get a holistic understanding of its business.
8. Make its workplace and facilities available to teacher trainees, and shall similarly take all necessary actions to ensure the safety of the teachers within their areas of operation at all times.
9. Issue a Certificate of Completion to the teacher trainees upon satisfactory compliance with all requirements of the program.
10. Execute a deed of donation in favor of DepEd for the completed Teacher Training Partnership.

### III. EFFECTIVITY

This agreement shall hold for the duration of the <from year-to year> Academic School Year and is renewable every year. The NGO and the SCHOOL shall submit their intention for renewal of this agreement through formal notice within thirty (30) days before the expiration of this Agreement.

The NGO and the SCHOOL reserve their respective rights to terminate their participation in the agreement through formal written notice within thirty (30) days before the effectivity of the termination. Both parties shall turnover all deliverables agreed thereto in the Teacher Training Program. Termination shall be subject to the mutual agreement between the parties.

### IV. LIABILITY

Each party shall answer for losses and damages arising from any accident, act, or omission directly attributable to its fault or negligence, which may cause death or bodily injury to any persons, or loss or damage to property, by or on account of the performance of the respective obligations by the parties pursuant to this Agreement. Such responsibility shall continue to remain that of the responsible party's even after the termination of this agreement, if such losses and damages were incurred during the effectivity of this agreement

The SCHOOL shall not be liable for opportunity losses of the NGO during the duration and after the termination of this agreement.

### V. PROHIBITION AND NON-DISCLOSURE PROVISION

It is expressly understood by DepEd and the teacher trainees that all information on technology, manufacturing process, process standards, quality assurance methodologies, quality standards, production capabilities, raw material purchasing, marketing, finance, and all other related documents, manuals, operational and technical matters that the NGO shall make available to them shall be used for the sole purpose of teacher training. All of these matters are classified as confidential in nature and proprietary to the NGO, and thereby each teacher trainee hereby undertakes to prevent transfer of such information by any of its members to any party outside of the NGO.

The NGO is not allowed to hire/employ teacher trainees within two (2) years after the termination of the training program.

FOR THE SCHOOL:

FOR THE NGO:

\_\_\_\_\_  
<NAME>  
<POSITION>

\_\_\_\_\_  
<NAME>  
<POSITION>

WITNESSED BY:

---

APPROVED BY:

---

<NAME>  
<POSITION>  
<DEPARTMENT>

ANNEXES - Attachments

- A. Corporate Secretary's certificate authorizing signatory
- B. Coop Board Resolution on MOA/MOU on Teacher Training Partnership
- C. Non-Disclosure Agreement between Teacher Trainee and NGO
- D. Teacher Training Program Module
- E. Teacher Training Schedule of Activities
- F. List of Teacher Trainees

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES)**

CITY OF \_\_\_\_\_ ) ss.

**BEFORE ME** this \_\_\_\_\_ (date) \_\_\_\_\_, personally appeared:

Name	CTC No./Passport No.	Date and Place Issued
(DepEd Representative)		
(NGO Representative)		

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. This Memorandum of Agreement consist of \_\_\_\_\_ 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.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of 2015.

**MEMORANDUM OF AGREEMENT FOR WORK IMMERSION PARTNERSHIP**

This Memorandum of Agreement is entered into this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_, by and between:

The - <NAME OF SCHOOL>, with School Identification Number \_\_\_\_\_ a public high school, with principal address at \_\_\_\_\_, represented in this Agreement by its <Position>, <Name>, <nationality> of legal age, and hereinafter referred to as the SCHOOL;

-and-

<NAME OF COMPANY>, duly constituted and registered in the Philippines, with principal address at \_\_\_\_\_, represented in this Agreement by its <Position>, <NAME>, <NATIONALITY>, of legal age, hereinafter referred to as the "COMPANY",

**WITNESSETH:**

**WHEREAS**, the Department of Education of the Philippines, hereinafter referred to as "DepEd", is the primary government instrumentality mandated to formulate, implement, and coordinate policies, plans, programs and projects in the areas of formal and non-formal basic education; supervise all elementary and secondary education institutions, including alternative learning systems, both public and private; and provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development;

**WHEREAS**, the DepEd has introduced the K to 12 basic education reform program that includes Senior High School, hereinafter referred to as "SHS", with the major objective of ensuring that graduates of basic education are ready for employment, entrepreneurship and higher learning;

**WHEREAS**, the SHS curriculum can be customized at the local levels to take into consideration the needs of local industries and the labor market;

**WHEREAS**, the DepEd believes that for the effective delivery of SHS instruction, there is a need for school-industry partnerships that will provide the school the necessary expertise and venue for practical, on-the-job, enterprise-based training for SHS learners;

**WHEREAS**, the DepEd will start full implementation of SHS in School Year 2016-2017;

**WHEREAS**, the SCHOOL is among those that will offer SHS to students in the community to carry out DepEd's objectives for SHS as spelled out above;

**WHEREAS**, to achieve this objective, the SCHOOL needs to enter into a Work Immersion Partnership with the COMPANY;

**WHEREAS**, the COMPANY operates in the area where the School is located and has offices, facilities, project sites, and expertise that it can make available to the School for purposes of student work immersion;

**WHEREAS**, the COMPANY considers going into a work immersion partnership with the School as part of its mission to create a positive impact on the community, especially the young people;

**WHEREAS**, the COMPANY may avail of the revenue regulation no. 10 s. 2003 implementing the tax incentives provision of R.A. 8525 otherwise known as the Adopt-A-School Act of 1998;

**WHEREAS**, the SCHOOL and the COMPANY, hereinafter collectively referred to as “the parties”, undertake to collaborate for the successful implementation of the SHS in <Municipality> cognizant of the need for special protection of the child and with the best interest of the SHS learner at heart;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the PARTIES hereby agree as follows:

#### **DESCRIPTION OF THE WORK IMMERSION PROGRAM**

With the passage of the Enhanced Basic Education Act of 2013 or Republic Act 10533, the DepEd was tasked to implement the K to 12 Program, essentially adding two (2) years of specialization within the Basic Educational System;

The DepEd designed the implementation of RA 10533 within the framework of increased community involvement in the learner’s experience;

With this premise, the DepEd, offers venues for various stakeholders to participate in the implementation of RA 10533 and, the same offer, accepted by the PARTIES, herein;

The Work Immersion Program is one of the course requirements for graduation. A SHS student has to undergo work immersion in a business organization or establishment with work requirements related to the specialization. Through work immersion, the students are exposed to and are familiarized with the work-related environment related to their field of specialization. Specifically, the students are able to:

1. Gain relevant and practical industrial skills under the guidance of industry experts and workers;
2. Appreciate the importance and application of the principles and theories taught in the classroom;
3. Enhance their technical knowledge and skills;
4. Prepare them to meet the needs and challenges of employment, entrepreneurship, or higher education after their graduation.

## **I. OBJECTIVES OF THE WORK IMMERSION PARTNERSHIP**

The Work Immersion Partnership has the following objectives:

1. To supplement the formal curriculum of the SHS program with special inputs coming from the COMPANY experts and practitioners in order to make the SHS program aligned and consistent with work standards;
2. To develop in the students of the SHS program the knowledge and skills that are relevant to the needs of the job market in the area
3. To provide SHS students relevant learning experiences by giving them exposure to the actual workplace setting.
4. To form Work Immersion Partnership between SCHOOL and the COMPANY, the students, faculty, and staff of the schools concerned will be allowed the use of and access to the COMPANY workplace and equipment as part of their Work Immersion Program.

## **II. RESPONSIBILITIES OF THE PARTIES**

### **A. Joint Responsibilities**

Both the SCHOOL and the COMPANY shall:

1. Create a joint working group that will prepare the action plan to operationalize the partnership.
2. Form a joint steering committee to monitor the progress of the partnership and to make sure that the provisions of this Memorandum of Agreement (MOA) are met.
3. Adhere to all laws, memoranda and circulars pertaining to child protection (See Annex A).
4. Develop the students' Work Immersion module specifying goals and objectives, desired outcomes of the program and how these outcomes will be achieved, also noting the specific knowledge, skills, attitudes and competencies that the student should acquire after completing the program. (See Annex C and Annex D)
5. Develop a Work Immersion Daily Schedule of Activities that will be followed by the students during the whole duration of the Work Immersion Program.
6. Formulate local school work immersion policies and guidelines on selection, placement, monitoring, and assessment of students (immersion participants), in order to ensure that each student is assigned to an immersion partner matched to his/her desired track, qualifications and aptitude. (See Annex C and Annex D)



## **B. Responsibilities of the School**

The SCHOOL shall:

1. Identify and indicate the SHS track/s, strand/s, and/or specialization/s which will be the subject of the partnership (See Annex D)
2. Make the needed adjustments to contextualize the SHS subjects based on inputs coming from the COMPANY.
3. Designate a person who will be in-charge of coordinating with the COMPANY and supervising the activities of the students for the duration of the Work Immersion Program.
4. Continue to exercise its Special Parental Authority under the Family Code over the Senior High School student under immersion in the premises of the partner.
5. Monitor each student's progress throughout the duration of the entire work immersion program so as to make sure that the tasks assigned to each student are meaningful, challenging, and applicable to his/her particular programs and are able to maximize the quality of the learning experience.
6. Provide the COMPANY an evaluation tool for the students' immersion performance.
7. Issue a final grade to the student upon completion of the requirements within a prescribed period.
8. Ensure that the student will adhere to the non- disclosure policies of the COMPANY as agreed to by the School. (See Annex F)
9. Provide signed Consent forms from the parents as applicable. (See Annex G)
10. Provide the COMPANY a Certificate of Participation in the SHS program for whatever purpose it may serve.
11. Execute a deed of acceptance as a way of recognizing and acknowledging the donation/s received from the COMPANY.
12. Review, facilitate and endorse the application of the COMPANY to avail of the tax incentives/exemption as specified in the R.A. 8525 otherwise known as The Adopt-A-School Act of 1998.

## **C. The Company shall:**

1. Assign a competent Immersion Coordinator from the COMPANY to liaise with the School and supervise the students without prejudice to the special parental authority of the school, its administrators and teachers for the duration of the work immersion program so as to ensure efficient implementation of all stages of the program.

2. Provide inputs into the curriculum through the discussions or workshops that DepEd will organize.
3. Lend its expertise by making available its resident resource persons to provide training to the students.
4. Allow the students to be deployed to the different sections/departments/project sites of the COMPANY based on the Work Immersion Daily Schedule of Activities.
5. Agree to the required number of hours of the immersion program set under the DepEd SHS curriculum. (See Annex C and D)
6. Provide immersion opportunities for <number of students> students for School Year 2016-2017. ( See Annex C and Annex D)
7. Provide students with an orientation about the COMPANY, its line of business, and the work its employees do, and expose them to the various stakeholders of the community in which the COMPANY operates for the students to get a holistic understanding of its business.
8. Similarly ensure that students undergo training related to their course, and provide the students with work or activities that are varied and applicable to their field of study.
9. Make its workplace and facilities available to students, and shall similarly take all necessary action to ensure the safety of students within their areas of operation at all times, which shall include, but shall not be limited to, the provision for Personal Protective Equipment (PPE's), if applicable. Ensure that the students will not be exposed to hazardous materials and working environment throughout the duration of the immersion.
10. Evaluate students' performance in the immersion venue by accomplishing provided evaluation tool
11. Issue a Certificate of Completion to the student trainees upon satisfactory compliance with all requirements of the program.
12. Execute a deed of donation in favor of DepEd for the completed Work Immersion Partnership.
13. Submit to the Adopt-A-School Program Secretariat all pertinent documents in support of the amount specified/claimed for the tax exemption application of the COMPANY.

### **III. EFFECTIVITY**

This agreement shall hold for the duration of the <from year-to year> Academic School Year and is renewable every year. The COMPANY and the SCHOOL shall submit their intention for renewal of this agreement through formal notice within thirty (30) days before the expiration of this Agreement.

The COMPANY and the SCHOOL reserve their respective rights to terminate their participation in the agreement through formal written notice within thirty (30) days before the effectivity of the termination. Both parties shall turnover all deliverables agreed thereto in the Work Immersion Program. Termination shall be subject to the mutual agreement between the parties.

#### **IV. LIABILITY**

The school, its administrator and teachers exercising authority and supervision over the Senior High School Student undergoing immersion in the premises of the partner may be held accountable for the student's acts.

Each party shall answer for losses and damages arising from any accident, act, or omission directly attributable to its fault or negligence, which may cause death or bodily injury to any persons, or loss or damage to property, by or on account of the performance of the respective obligations by the parties pursuant to this Agreement. Such responsibility shall continue to remain that of the responsible party's even after the termination of this agreement, if such losses and damages were incurred during the effectivity of this agreement.

DepEd shall not be liable for opportunity losses of the Company during the duration and after the termination of this agreement.

#### **V. NON-DISCLOSURE PROVISION**

It is expressly understood by DepEd and the students that all information on technology, manufacturing process, process standards, quality assurance methodologies, quality standards, production capabilities, raw material purchasing, marketing, finance, and all other related documents, manuals, operational and technical matters that the Company shall make available to them shall be used for the sole purpose of student training. All of these matters are classified as confidential in nature and proprietary to the Company and thereby each student hereby undertakes to prevent transfer of such information by any of its members to any party outside of the Company (See Annex F)

#### **VI. OTHER PROVISIONS**

It is expressly understood by the PARTIES that the Company is not obliged to pay wage or salary since there is no employer-employee relationship that exists. However, the Company is not precluded from providing the student with any monetary or financial assistance in the form of transportation fee, food allowance, etc.

In determining the existence of an employer-employee relationship, the following elements are considered: (1) the power to hire; (2) the payment of wages; (3) the power to dismiss, and (4) the power to control the employee's conduct, with the control test generally assuming primacy in the overall consideration.

No employer-employee relationship exists between the student and the partner in work immersion if all the following criteria are met:

1. The training, even though it includes actual operation of the employer's facilities, is similar to training provided in an educational program;
2. The training is for the benefit of the student;
3. The student does not displace regular employees, and works under close supervision;
4. The students are not entitled to a job at the conclusion of the training period and are free to take jobs elsewhere in the same field;
5. Any clinical training is performed under the supervision and direction of people who are knowledgeable and experienced in the activity;
6. The training is general, and qualifies the student to work in any similar business. It is not designed specifically for a job with the employer that offers the program;
7. The screening process for the immersion program is not the same as for employment, and does not appear to be for that purpose. The screening only uses criteria relevant for admission to an independent educational program; and
8. Advertisements, posting, or solicitations for the program clearly discuss education or training, rather than employment, although employers may indicate that qualified graduates may be considered for employment.

FOR THE SCHOOL:

FOR THE COMPANY:

\_\_\_\_\_  
 <NAME>  
 <POSITION>

\_\_\_\_\_  
 <NAME>  
 <POSITION>

WITNESSED BY:

\_\_\_\_\_

\_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
 <NAME>  
 <POSITION>  
 <DEPARTMENT>

ANNEXES - Attachments

- A. Laws, circulars and memoranda on child protection
- B. Board Resolution / Secretary's certificate
- C. List of Students, Teachers / Supervisors and Tracks offered
- D. Document for Immersion Module and Schedule of Daily Activities
- E. Non- Disclosure Agreement
- F. Signed Parental Consent forms

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES)**  
CITY OF \_\_\_\_\_ ) ss.

**BEFORE ME** this \_\_\_\_\_ (date) \_\_\_\_\_, personally  
appeared:

Name	CTC No./Passport No.	Date and Place Issued
(DepEd Representative)		
(Company Representative)		

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. This Memorandum of Agreement consist of \_\_\_\_\_ 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.

**NOTARY PUBLIC**

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Book No. \_\_\_\_\_  
Series of 2015.

**MEMORANDUM OF AGREEMENT FOR WORK IMMERSION PARTNERSHIP**

This Memorandum of Agreement is entered into this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_, by and between:

The - <NAME OF SCHOOL>, with School Identification Number \_\_\_\_\_ a public high school, with principal address at \_\_\_\_\_, represented in this Agreement by its <Position>, <Name>, <nationality> of legal age, m and hereinafter referred to as the SCHOOL;

-and-

The **Barangay / Municipality / City /Province of** \_\_\_\_\_, of the Republic of the Philippines, with principal address at \_\_\_\_\_, and represented in this Agreement by its <BARANGAY CHAIRMAN/MAYOR/GOVERNOR>, <NAME>, <NATIONALITY>, of legal age, hereinafter referred to as the "LGU".

**WITNESSETH:**

**WHEREAS**, the Department of Education of the Philippines, hereinafter referred to as "DepEd", is the primary government instrumentality mandated to formulate, implement, and coordinate policies, plans, programs and projects in the areas of formal and non-formal basic education; supervise all elementary and secondary education institutions, including alternative learning systems, both public and private; and provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development;

**WHEREAS**, the DepEd has introduced the K to 12 basic education reform program that includes Senior High School, hereinafter referred to as "SHS", with the major objective of ensuring that graduates of basic education are ready for employment, entrepreneurship and higher learning;

**WHEREAS**, the SHS curriculum can be customized at the local levels to take into consideration the needs of local industries and the labor market;

**WHEREAS**, the DepEd believes that for the effective delivery of SHS instruction, there is a need for school-industry partnerships that will provide the school the necessary expertise and venue for practical, on-the-job, enterprise-based training for SHS learners;

**WHEREAS**, the DepEd will start full implementation of SHS in School Year 2016-2017;

**WHEREAS**, the SCHOOL is among those that will offer SHS to students in the community to carry out DepEd's objectives for SHS as spelled out above;

**WHEREAS**, to achieve this objective, the SCHOOL needs to enter into a Work Immersion partnership with the LGU;

**WHEREAS**, the LGU operates in the area where the School is located and has offices, facilities, project sites, and expertise that it can make available to the School for purposes of student work immersion;

**WHEREAS**, the LGU considers going into a work immersion partnership with the School as part of its mission to create a positive impact on the community, especially the young people;

**WHEREAS**, the institutionalization and implementation of the K to 12 program is among the priority programs of the Government for promoting inclusive growth;

**WHEREAS**, the LGU is encouraged to fully support the successful implementation of the K to 12 Program of the Department of Education as stated in Paragraph 4, Section 2 of the Republic Act 9155 or "Governance of Basic Education Act of 2001";

**WHEREAS**, the LGU recognizes the need for a work immersion environment that is safe for the students and teachers, and conducive to learning, and has the capability to provide these;

**WHEREAS**, the SCHOOL and the LGU, hereinafter collectively referred to as "PARTIES", undertake to collaborate towards the successful implementation of the Senior High School in the Barangay/Municipality/City/Province cognizant of the need for special protection of the child and with the best interest of the SHS learner at heart;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the PARTIES hereby agree as follows:

#### **DESCRIPTION OF THE WORK IMMERSION PROGRAM**

With the passage of the Enhanced Basic Education Act of 2013 or Republic Act 10533, the DepEd was tasked to implement the K to 12 Program, essentially adding two (2) years of specialization within the Basic Educational System;

The DepEd designed the implementation of RA 10533 within the framework of increased community involvement in the learner's experience;

With this premise, the DepEd, offers venues for various stakeholders to participate in the implementation of RA 10533 and, the same offer, accepted by the PARTIES herein;

The Work Immersion Program is one of the course requirements for graduation. A SHS student has to undergo work immersion in a business organization or establishment with work requirements related to the specialization. Through work immersion, the students are exposed to and are familiarized with the work-related environment related to their field of specialization. Specifically, the students are able to:

1. Gain relevant and practical industrial skills under the guidance of industry experts and workers;
2. Appreciate the importance and application of the principles and theories taught in the classroom;
3. Enhance their technical knowledge and skills;
4. Prepare them to meet the needs and challenges of employment, entrepreneurship, or higher education after their graduation.

## **I. OBJECTIVES OF THE WORK IMMERSION PARTNERSHIP**

The Work Immersion Partnership has the following objectives:

1. To supplement the formal curriculum of the SHS program with special inputs coming from the LGU experts and practitioners in order to make the SHS program aligned and consistent with work standards;
2. To develop in the students of the SHS program the knowledge and skills that are relevant to the needs of the job market in the area
3. To provide SHS students relevant learning experiences by giving them exposure to the actual workplace setting.
4. To form Work Immersion Partnership between the SCHOOL and the LGU, allowing the students, faculty, and staff of the schools concerned will be allowed the use of and access to the LGU workplace and equipment as part of their Work Immersion Program.

## **II. RESPONSIBILITIES OF THE PARTIES**

### **A. Joint Responsibilities**

Both the SCHOOL and the LGU shall:

1. Create a joint working group that will prepare the action plan to operationalize the partnership.
2. Form a joint steering committee to monitor the progress of the partnership and to make sure that the provisions of this Memorandum of Agreement (MOA) are met.
3. Adhere to all laws, memoranda and circulars pertaining to child protection (See Annex A).
4. Develop the students' Work Immersion module specifying goals and objectives, desired outcomes of the program and how these outcomes will be achieved, also noting the specific knowledge, skills, attitudes and competencies that the student should acquire after completing the program. (See Annex C and Annex D)



5. Develop a Work Immersion Daily Schedule of Activities that will be followed by the student during the whole duration of the work immersion inside the LGU.
6. Formulate local school work immersion policies and guidelines on selection, placement, monitoring, and assessment of student (immersion participants), in order to ensure that each student is assigned to an immersion partner matched to his/her desired track, qualifications and aptitude. (See Annex C and Annex D)

### **B. Responsibilities of the SCHOOL**

The SCHOOL, shall:

1. Identify and indicate the SHS track/s, strand/s, and/or specialization/s which will be the subject of the partnership. (See Annex D)
2. Make the needed adjustments to contextualize the SHS subjects based on inputs coming from the LGU.
3. Designate a person who will be in-charge of coordinating with the LGU and supervising the activities of the students for the duration of the work immersion program.
4. Continue to exercise its Special Parental Authority under the Family Code over the Senior High School student under immersion in the premises of the partner.
5. Monitor each student's progress throughout the duration of the entire work immersion program so as to make sure that the tasks assigned to each student are meaningful, challenging, and applicable to his/her particular programs and are able to maximize the quality of the learning experience.
6. Provide the LGU evaluation tool for the students' immersion performance.
7. Issue a final grade to the student upon completion of the requirements within a prescribed period.
8. Ensure that the student will adhere to the non-disclosure policies of the Municipality/City/Province as agreed to by the School. (See Annex F)
9. Provide signed Consent forms from the parents as applicable. (See Annex G)
10. Provide the LGU a Certificate of Participation in the SHS Program for whatever purpose it may serve.
11. Execute a deed of acceptance as a way of recognizing and acknowledging the donation/s received from the LGU.

**C. The LGU shall:**

1. Assign a competent Immersion Coordinator from the LGU to liaise with the School and supervise the students without prejudice to the special parental authority of the school, its administrators and teachers for the duration of the work immersion program so as to ensure efficient implementation of all stages of the program.
2. Provide inputs into the curriculum through the discussions or workshops that DepEd will organize.
3. Lend its expertise by making available its resident resource persons to provide training to the students.
4. Allow the student to be deployed to the different sections/departments/project sites of the LGU based on the Work Immersion Daily Schedule of Activities.
5. Agree to the required number of hours of the immersion program set under the DepEd SHS curriculum.(See Annex D)
6. Provide immersion opportunities for <number of students> students for School Year 2016-2017. ( See Annex C)
7. Provide students with an orientation about the LGU, the job as well as expose them to the various stakeholders of the community in which it operates for the students to get a holistic understanding of the LGU.
8. Similarly, ensure that students undergo training related to their course, and provide the students with work or activities that are varied and applicable to their field of study.
9. Make its workplace and facilities available to students, and shall similarly take all necessary action to ensure the safety of students within their areas of operation at all times, which shall include, but shall not be limited to, the provision for Personal Protective Equipment (PPE's), if applicable. Ensure that the students will not be exposed to hazardous materials and working environment throughout the duration of the immersion.
10. Evaluate students' performance in the immersion venue by accomplishing provided evaluation tool.
11. Issue a Certificate of Completion to the student trainees upon satisfactory compliance with all requirements of the program.
12. Execute a deed of donation in favor of DepEd for the completed Work Immersion Partnership.

### **III. EFFECTIVITY**

This agreement shall hold for the duration of the <from year-to year> Academic School Year and is renewable every year. The LGU and the SCHOOL shall submit their intention for renewal of this agreement through formal notice within thirty (30) days before the expiration of this Agreement.

The LGU and the SCHOOL reserve their respective rights to terminate their participation in the agreement after the duration of this Agreement through formal written notice within thirty (30) days before the effectivity of the termination. Both parties shall turnover all deliverables agreed thereto in the Work Immersion Program. Termination shall be subject to the mutual agreement between the parties.

### **IV. LIABILITY**

The school, its administrator and teachers exercising authority and supervision over the Senior High School Student undergoing immersion in the premises of the partner may be held accountable for the student's acts.

Each party shall answer for losses and damages arising from any accident, act, or omission directly attributable to its fault or negligence, which may cause death or bodily injury to any persons, or loss or damage to property, by or on account of the performance of the respective obligations by the parties pursuant to this Agreement. Such responsibility shall continue to remain that of the responsible party's even after the termination of this agreement, if such losses and damages were incurred during the effectivity of this agreement.

DepEd shall not be liable for opportunity losses of the LGU during the duration and after the termination of this agreement.

### **V. NON-DISCLOSURE PROVISION**

It is expressly understood by DepEd and the students that all information on technology, manufacturing process, process standards, quality assurance methodologies, quality standards, production capabilities, raw material purchasing, marketing, finance, and all other related documents, manuals, operational and technical matters that the LGU shall make available to them shall be used for the sole purpose of student training. All of these matters are classified as confidential in nature and proprietary to the LGU and thereby each student hereby undertakes to prevent transfer of such information by any of its members to any party outside of the LGU (See Annex F)

### **VI. OTHER PROVISIONS**

It is expressly understood by the PARTIES that the LGU is not obliged to pay wage or salary since there is no employer-employee relationship that exists. However, the LGU is not precluded from providing the student with any monetary or financial assistance in the form of transportation fee, food allowance, etc.

In determining the existence of an employer-employee relationship, the following elements are considered: (1) the power to hire; (2) the payment of wages; (3) the power to dismiss, and (4) the power to control the employee's conduct, with the control test generally assuming primacy in the overall consideration.

No employer-employee relationship exists between the student and the partner in work immersion if all the following criteria are met:

1. The training, even though it includes actual operation of the employer's facilities, is similar to training provided in an educational program;
2. The training is for the benefit of the student;
3. The student does not displace regular employees, and works under close supervision;
4. The students are not entitled to a job at the conclusion of the training period and are free to take jobs elsewhere in the same field;
5. Any clinical training is performed under the supervision and direction of people who are knowledgeable and experienced in the activity;
6. The training is general, and qualifies the student to work in any similar business. It is not designed specifically for a job with the employer that offers the program;
7. The screening process for the immersion program is not the same as for employment, and does not appear to be for that purpose. The screening only uses criteria relevant for admission to an independent educational program; and
8. Advertisements, posting, or solicitations for the program clearly discuss education or training, rather than employment, although employers may indicate that qualified graduates may be considered for employment.

FOR THE SCHOOL:

FOR THE LGU:

\_\_\_\_\_  
<NAME>  
<POSITION>

\_\_\_\_\_  
<NAME>  
<POSITION>

WITNESSED BY:

\_\_\_\_\_

\_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
<NAME>  
<POSITION>  
<DEPARTMENT>

ANNEXES - Attachments

- A. Laws, circulars and memoranda on child protection
- B. Sangguniang Pambayan/Panglunsod/Panlalawigan Resolution
- C. List of Students, Teachers / Supervisors and Tracks offered
- D. Document for Work Immersion Module and Schedule of Daily Activities
- E. Non- Disclosure Agreement
- F. Signed Parental Consent forms

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES)**

CITY OF \_\_\_\_\_ ) ss.

**BEFORE ME** this \_\_\_\_\_ (date) \_\_\_\_\_; personally  
appeared:

Name	CTC No./Passport No.	Date and Place Issued
(DepEd Representative)		
(LGU Representative)		

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. This Memorandum of Agreement consist of \_\_\_\_\_ 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.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_

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Book No. \_\_\_\_\_

Series of 2015.

20August2015 v.3  
Cooperative

## MEMORANDUM OF AGREEMENT FOR TEACHER TRAINING PARTNERSHIP

This Memorandum of Agreement is entered into this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_, by and between:

The - <NAME OF SCHOOL>, with School Identification Number \_\_\_\_\_ a public high school, with principal address at \_\_\_\_\_, represented in this Agreement by its <Position>, <Name>, <nationality> of legal age, m and hereinafter referred to as the SCHOOL;

-and-

<Name of Cooperative>, a **COOPERATIVE** registered under the laws of the Republic of the Philippines, with principal address at \_\_\_\_\_, and represented in this Agreement by its <Position>, <NAME>, <NATIONALITY>, of legal age, heretofore known as the COOPERATIVE.

### WITNESSETH:

**WHEREAS**, the Department of Education of the Philippines, hereinafter referred to as "DepEd", is the primary government instrumentality mandated to formulate, implement, and coordinate policies, plans, programs and projects in the areas of formal and non-formal basic education; supervise all elementary and secondary education institutions, including alternative learning systems, both public and private; and provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development;

**WHEREAS**, the DepEd has introduced the K to 12 basic education reform program that includes Senior High School, hereinafter referred to as "SHS", with the major objective of ensuring that graduates of basic education are ready for employment, entrepreneurship and higher learning;

**WHEREAS**, the SHS curriculum can be customized at the local levels to take into consideration the needs of local industries and the labor market;

**WHEREAS**, the DepEd believes that for the effective delivery of SHS instruction, there is a need for school-industry partnerships that will provide the school the necessary expertise and venue for practical, on-the-job, enterprise-based training for SHS learners;

**WHEREAS**, the DepEd will start full implementation of SHS in School Year 2016-2017;

**WHEREAS**, the SCHOOL is among those that will offer SHS to students in the community to carry out DepEd's objectives for SHS as spelled out above;

**WHEREAS**, one of the goals of SHS is to produce graduates that have the competencies either to pursue further education and training or enter the world of work;

**WHEREAS**, to achieve this objective, the SCHOOL needs to enter into partnerships with the COOPERATIVE;

**WHEREAS**, the COOPERATIVE operates in the municipality/city/province of \_\_\_\_\_ and is willing to make its expertise and facilities available for teacher training of DepEd for its SHS program.

**WHEREAS**, the COOPERATIVE is looking forward to having potential employees who have the skills and understanding of their business to contribute productively in its business.

**WHEREAS**, the SCHOOL and the COOPERATIVE, hereinafter collectively referred to as "PARTIES", undertake to collaborate towards the successful implementation of the Senior High School in the Barangay/Municipality/City/Province cognizant of the need for special protection of the child and with the best interest of the SHS learner at heart;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the PARTIES hereby agree as follows:

#### **DESCRIPTION OF THE TEACHER TRAINING PROGRAM**

The Teacher Training Program is important in the success of the Senior High School Program. A Senior High School teacher has to undergo teacher training in a business organization or establishment whose work requirements are related to the specializations. Through Teacher Training, the teachers are exposed to and become familiarized with the work-related environment related to their field of specialization making them more competent in cascading knowledge and skills to the students. Specifically, the teachers are able to:

1. Gain relevant and practical industrial skills under the guidance of industry experts and workers;
2. Appreciate the importance and application of the principles and theories taught in the school;
3. Enhance their technical knowledge and skills;

#### **I. OBJECTIVES OF THE TEACHER TRAINING PARTNERSHIP**

The Teacher Training Partnership has the following objectives:

1. To supplement the formal curriculum of the SHS program with special inputs coming from industry experts and practitioners in order to make the SHS program aligned and consistent with industry standards;
2. To train and expose SHS teachers to the workplace and familiarize them with industry standards, processes and practices;



3. To provide the teachers the needed training and competencies for them to be able to educate the students of the SHS program and give them the skills that are relevant to the needs of the job market in the area

## **II. RESPONSIBILITIES OF THE PARTIES**

### **A. Joint Responsibilities**

**Both the SCHOOL and the COOPERATIVE shall:**

1. Create a joint working group that will prepare the action plan to operationalize the partnership;
2. Form a joint steering committee to monitor the progress of the partnership and to make sure that the provisions of this Memorandum of Agreement (MOA) are met.
3. Develop the Teacher Training module specifying goals and objectives, desired outcomes of the program and how these outcomes will be achieved, also noting the specific knowledge, skills, attitudes and competencies that the teacher trainee should acquire after completing the program.
4. Develop a Teacher Training Daily Schedule of Activities that will be followed by the teacher trainee during the whole duration of the Teacher Training Program.
5. Formulate teacher training policies and guidelines on selection, placement, monitoring, and assessment of teacher trainees, in order to ensure that each teacher trainee is assigned to a required industry partner matched to the relevant SHS track, qualifications and aptitude.

### **B. Responsibilities of the School**

The SCHOOL shall:

1. Identify and indicate the SHS track/s, strand/s, and/or specialization/s which will be the subject of the Teacher Training Partnership
2. Make the needed adjustments to contextualize the SHS subjects based on inputs coming from the COOPERATIVE
3. Design a teacher training program based on the needs of the contextualized SHS track subjects.
4. Designate a person who will be in-charge of coordinating with the COOPERATIVE and supervising the activities of the teacher trainees for the duration of the Teacher Training Program.
5. Monitor each teacher trainee's progress throughout the duration of the entire work training program so as to make sure that the tasks assigned to each teacher trainee are

meaningful, challenging, and applicable to his/her particular programs and are able to maximize the quality of the learning experience.

6. Ensure that the teacher trainee will adhere to the non- disclosure policies of the COOPERATIVE as agreed to by the School.
7. Provide the COOPERATIVE a Certificate of Participation in the SHS program for whatever purpose it may serve.
8. Execute a deed of acceptance as a way of recognizing and acknowledging the donation/s received from the COOPERATIVE.

**C. The COOPERATIVE shall:**

1. Assign a competent Teacher Training Coordinator from the COOPERATIVE to liaise with the SCHOOL for the duration of the work training program so as to ensure efficient implementation of all stages of the program.
2. Provide inputs into the curriculum through the discussions or workshops that DepEd will organize.
3. Lend its expertise by making available its resident resource persons to provide training to teacher trainees.
4. Allow the Teacher Trainees to be deployed to the different sections/departments/project sites of the COOPERATIVE based on the Teacher Training Daily Schedule of Activities.
5. Agree to the required number of hours of the Teacher Training Program.
6. Provide teacher training opportunities for <number of teacher trainees> teacher trainees for School Year 2016-2017.
7. Provide teacher trainees with an orientation about the COOPERATIVE, its line of business, and the work its employees do, and expose them to the various stakeholders of the community in which the COOPERATIVE operates for the teachers to get a holistic understanding of its business.
8. Make its workplace and facilities available to teacher trainees, and shall similarly take all necessary actions to ensure the safety of the teachers within their areas of operation at all times.
9. Issue a Certificate of Completion to the teacher trainees upon satisfactory compliance of all requirements of the program.
10. Execute a deed of donation in favor of DepEd for the completed Teacher Training Partnership.

### III. EFFECTIVITY

This agreement shall hold for the duration of the <from year-to year> Academic School Year and is renewable every year. The COOPERATIVE and the SCHOOL shall submit their intention for renewal of this agreement through formal notice within thirty (30) days before the expiration of this Agreement.

The COOPERATIVE and the SCHOOL reserve their respective rights to terminate their participation in the agreement through formal written notice within thirty (30) days before the effectivity of the termination. Both parties shall turnover all deliverables agreed thereto in the Teacher Training Program. Termination shall be subject to the mutual agreement between the parties.

### IV. LIABILITY

Each party shall answer for losses and damages arising from any accident, act, or omission directly attributable to its fault or negligence, which may cause death or bodily injury to any persons, or loss or damage to property, by or on account of the performance of the respective obligations by the parties pursuant to this Agreement. Such responsibility shall continue to remain that of the responsible party's even after the termination of this agreement, if such losses and damages were incurred during the effectivity of this agreement

The SCHOOL shall not be liable for opportunity losses of the COOPERATIVE during the duration and after the termination of this agreement.

### V. PROHIBITION AND NON-DISCLOSURE PROVISION

It is expressly understood by DepEd and the teacher trainees that all information on technology, manufacturing process, process standards, quality assurance methodologies, quality standards, production capabilities, raw material purchasing, marketing, finance, and all other related documents, manuals, operational and technical matters that the COOPERATIVE shall make available to them shall be used for the sole purpose of teacher training. All of these matters are classified as confidential in nature and proprietary to the COOPERATIVE, and thereby each teacher trainee hereby undertakes to prevent transfer of such information by any of its members to any party outside of the COOPERATIVE.

The COOPERATIVE is not allowed to hire/employ teacher trainees within two (2) years after the termination of the training program.

FOR THE SCHOOL:

FOR THE COOPERATIVE:

\_\_\_\_\_  
<NAME>  
<POSITION>

\_\_\_\_\_  
<NAME>  
<POSITION>

WITNESSED BY:

\_\_\_\_\_

\_\_\_\_\_

APPROVED BY:

---

<NAME>  
<POSITION>  
<DEPARTMENT>

ANNEXES - Attachments

- A. Cooperative Secretary's certificate authorizing signatory
- B. Cooperative Board Resolution on MOA/MOU on Teacher Training Partnership
- C. Non-Disclosure Agreement between Teacher Trainee and COOPERATIVE
- D. Teacher Training Program Module
- E. Teacher Training Schedule of Activities
- F. List of Teacher Trainees

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES)**

CITY OF \_\_\_\_\_ ) ss.

**BEFORE ME** this \_\_\_\_\_ (date) \_\_\_\_\_, personally appeared:

Name	CTC No./Passport No.	Date and Place Issued
(DepEd Representative)		
(Cooperative Representative)		

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. This Memorandum of Agreement consist of \_\_\_\_\_ 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.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of 2015.

**MEMORANDUM OF AGREEMENT FOR TEACHER TRAINING PARTNERSHIP**

This Memorandum of Agreement is entered into this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_, by and between:

The - <NAME OF SCHOOL>, with School Identification Number \_\_\_\_\_ a public high school, with principal address at \_\_\_\_\_, represented in this Agreement by its <Position>, <Name>, <nationality> of legal age, and hereinafter referred to as the SCHOOL;

-and-

<Name of Non-Government Organization>, a Non-Government Organization registered under the laws of the Republic of the Philippines, with principal address at \_\_\_\_\_, and represented in this Agreement by its <Position>, <NAME>, <NATIONALITY>, of legal age, heretofore known as the “NGO”.

**WITNESSETH:**

**WHEREAS**, the Department of Education of the Philippines, hereinafter referred to as “DepEd”, is the primary government instrumentality mandated to formulate, implement, and coordinate policies, plans, programs and projects in the areas of formal and non-formal basic education; supervise all elementary and secondary education institutions, including alternative learning systems, both public and private; and provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development;

**WHEREAS**, the DepEd has introduced the K to 12 basic education reform program that includes Senior High School, hereinafter referred to as “SHS”, with the major objective of ensuring that graduates of basic education are ready for employment, entrepreneurship and higher learning;

**WHEREAS**, the SHS curriculum can be customized at the local levels to take into consideration the needs of local industries and the labor market;

**WHEREAS**, the DepEd believes that for the effective delivery of SHS instruction, there is a need for school-industry partnerships that will provide the school the necessary expertise and venue for practical, on-the-job, enterprise-based training for SHS learners;

**WHEREAS**, the DepEd will start full implementation of SHS in School Year 2016-2017;

**WHEREAS**, the SCHOOL is among those that will offer SHS to students in the community to carry out DepEd’s objectives for SHS as spelled out above;

**WHEREAS**, one of the goals of SHS is to produce graduates that have the competencies either to pursue further education and training or enter the world of work;

**WHEREAS**, to achieve this objective, the SCHOOL needs to enter into partnerships with the NGO;

**WHEREAS**, the NGO operates in the municipality/city/province of \_\_\_\_\_ and is willing to make its expertise and facilities available for teacher training of DepEd for its SHS program.

**WHEREAS**, the NGO is looking forward to having potential employees who has the skills and understanding of their business to contribute productively in its business.

**WHEREAS**, the SCHOOL and the NGO, hereinafter collectively referred to as "PARTIES", undertake to collaborate towards the successful implementation of the Senior High School in the Barangay/Municipality/City/Province cognizant of the need for special protection of the child and with the best interest of the SHS learner at heart;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the PARTIES hereby agree as follows:

### **DESCRIPTION OF THE TEACHER TRAINING PROGRAM**

The Teacher Training Program is important in the success of the Senior High School Program. A Senior High School teacher has to undergo teacher training in a business organization or establishment whose work requirements are related to the specializations. Through Teacher Training, the teachers are exposed to and become familiarized with the work-related environment related to their field of specialization making them more competent in cascading knowledge and skills to the students. Specifically, the teachers are able to:

1. Gain relevant and practical industrial skills under the guidance of industry experts and workers;
2. Appreciate the importance and application of the principles and theories taught in the school;
3. Enhance their technical knowledge and skills;

### **I. OBJECTIVES OF THE TEACHER TRAINING PARTNERSHIP**

The Teacher Training Partnership has the following objectives:

1. To supplement the formal curriculum of the SHS program with special inputs coming from industry experts and practitioners in order to make the SHS program aligned and consistent with industry standards;
2. To train and expose SHS teachers to the workplace and familiarize them with industry standards, processes and practices;

3. To provide the teachers the needed training and competencies for them to be able to educate the students of the SHS program and give them the skills that are relevant to the needs of the job market in the area.

## **II. RESPONSIBILITIES OF THE PARTIES**

### **A. Joint Responsibilities**

Both the SCHOOL and the NGO shall:

1. Create a joint working group that will prepare the action plan to operationalize the partnership;
2. Form a joint steering committee to monitor the progress of the partnership and to make sure that the provisions of this Memorandum of Agreement (MOA) are met.
3. Develop the Teacher Training module specifying goals and objectives, desired outcomes of the program and how these outcomes will be achieved, also noting the specific knowledge, skills, attitudes and competencies that the teacher trainee should acquire after completing the program.
4. Develop a Teacher Training Daily Schedule of Activities that will be followed by the teacher trainee during the whole duration of the Teacher Training Program.
5. Formulate teacher training policies and guidelines on selection, placement, monitoring, and assessment of teacher trainees, in order to ensure that each teacher trainee is assigned to a required industry partner matched to the relevant SHS track, qualifications and aptitude.

### **B. Responsibilities of the School**

The SCHOOL shall:

1. Identify and indicate the SHS track/s, strand/s, and/or specialization/s which will be the subject of the Teacher Training Partnership
2. Make the needed adjustments to contextualize the SHS subjects based on inputs coming from the NGO.
3. Design a teacher training program based on the needs of the contextualized SHS track subjects.
4. Designate a person who will be in-charge of coordinating with the NGO and supervising the activities of the teacher trainees for the duration of the Teacher Trainee Program.
5. Monitor each teacher trainee's progress throughout the duration of the entire work training program so as to make sure that the tasks assigned to each teacher trainee are



meaningful, challenging, and applicable to his/her particular programs and are able to maximize the quality of the learning experience.

6. Ensure that the teacher trainee will adhere to the non- disclosure policies of the NGO as agreed to by the SCHOOL.
7. Provide the NGO a Certificate of Participation in the SHS program for whatever purpose it may serve.
8. Execute a deed of acceptance as a way of recognizing and acknowledging the donation/s received from the NGO.

**C. The NGO shall:**

1. Assign a competent Teacher Training Coordinator from the NGO to liaise with the SCHOOL for the duration of the work training program so as to ensure efficient implementation of all stages of the program.
2. Provide inputs into the curriculum through the discussions or workshops that DepEd will organize.
3. Lend its expertise by making available its resident resource persons to provide training to teacher trainees.
4. Allow the Teacher Trainees to be deployed to the different sections/departments/project sites of the NGO based on the Teacher Training Daily Schedule of Activities.
5. Agree to the required number of hours of the Teacher Training Program.
6. Provide teacher training opportunities for <number of teacher trainees> teacher trainees for School Year 2016-2017.
7. Provide teacher trainees with an orientation about the NGO, its line of business, and the work its employees do, and expose them to the various stakeholders of the community in which the NGO operates for the teachers to get a holistic understanding of its business.
8. Make its workplace and facilities available to teacher trainees, and shall similarly take all necessary actions to ensure the safety of the teachers within their areas of operation at all times.
9. Issue a Certificate of Completion to the teacher trainees upon satisfactory compliance with all requirements of the program.
10. Execute a deed of donation in favor of DepEd for the completed Teacher Training Partnership.

### III. EFFECTIVITY

This agreement shall hold for the duration of the <from year-to year> Academic School Year and is renewable every year. The NGO and the SCHOOL shall submit their intention for renewal of this agreement through formal notice within thirty (30) days before the expiration of this Agreement.

The NGO and the SCHOOL reserve their respective rights to terminate their participation in the agreement through formal written notice within thirty (30) days before the effectivity of the termination. Both parties shall turnover all deliverables agreed thereto in the Teacher Training Program. Termination shall be subject to the mutual agreement between the parties.

### IV. LIABILITY

Each party shall answer for losses and damages arising from any accident, act, or omission directly attributable to its fault or negligence, which may cause death or bodily injury to any persons, or loss or damage to property, by or on account of the performance of the respective obligations by the parties pursuant to this Agreement. Such responsibility shall continue to remain that of the responsible party's even after the termination of this agreement, if such losses and damages were incurred during the effectivity of this agreement

The SCHOOL shall not be liable for opportunity losses of the NGO during the duration and after the termination of this agreement.

### V. PROHIBITION AND NON-DISCLOSURE PROVISION

It is expressly understood by DepEd and the teacher trainees that all information on technology, manufacturing process, process standards, quality assurance methodologies, quality standards, production capabilities, raw material purchasing, marketing, finance, and all other related documents, manuals, operational and technical matters that the NGO shall make available to them shall be used for the sole purpose of teacher training. All of these matters are classified as confidential in nature and proprietary to the NGO, and thereby each teacher trainee hereby undertakes to prevent transfer of such information by any of its members to any party outside of the NGO.

The NGO is not allowed to hire/employ teacher trainees within two (2) years after the termination of the training program.

FOR THE SCHOOL:

FOR THE NGO:

\_\_\_\_\_  
<NAME>  
<POSITION>

\_\_\_\_\_  
<NAME>  
<POSITION>

WITNESSED BY:

---

APPROVED BY:

---

<NAME>  
<POSITION>  
<DEPARTMENT>

ANNEXES - Attachments

- A. Corporate Secretary's certificate authorizing signatory
- B. Coop Board Resolution on MOA/MOU on Teacher Training Partnership
- C. Non-Disclosure Agreement between Teacher Trainee and NGO
- D. Teacher Training Program Module
- E. Teacher Training Schedule of Activities
- F. List of Teacher Trainees

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES)**

CITY OF \_\_\_\_\_ ) ss.

**BEFORE ME** this \_\_\_\_\_ (date) \_\_\_\_\_, personally appeared:

Name	CTC No./Passport No.	Date and Place Issued
(DepEd Representative)		
(NGO Representative)		

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. This Memorandum of Agreement consist of \_\_\_\_\_ 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.

**NOTARY PUBLIC**

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Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of 2015.

**MEMORANDUM OF AGREEMENT FOR WORK IMMERSION PARTNERSHIP**

This Memorandum of Agreement is entered into this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_, by and between:

The - <NAME OF SCHOOL>, with School Identification Number \_\_\_\_\_ a public high school, with principal address at \_\_\_\_\_, represented in this Agreement by its <Position>, <Name>, <nationality> of legal age, and hereinafter referred to as the SCHOOL;

-and-

<NAME OF COMPANY>, duly constituted and registered in the Philippines, with principal address at \_\_\_\_\_, represented in this Agreement by its <Position>, <NAME>, <NATIONALITY>, of legal age, hereinafter referred to as the "COMPANY";

**WITNESSETH:**

**WHEREAS**, the Department of Education of the Philippines, hereinafter referred to as "DepEd", is the primary government instrumentality mandated to formulate, implement, and coordinate policies, plans, programs and projects in the areas of formal and non-formal basic education; supervise all elementary and secondary education institutions, including alternative learning systems, both public and private; and provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development;

**WHEREAS**, the DepEd has introduced the K to 12 basic education reform program that includes Senior High School, hereinafter referred to as "SHS", with the major objective of ensuring that graduates of basic education are ready for employment, entrepreneurship and higher learning;

**WHEREAS**, the SHS curriculum can be customized at the local levels to take into consideration the needs of local industries and the labor market;

**WHEREAS**, the DepEd believes that for the effective delivery of SHS instruction, there is a need for school-industry partnerships that will provide the school the necessary expertise and venue for practical, on-the-job, enterprise-based training for SHS learners;

**WHEREAS**, the DepEd will start full implementation of SHS in School Year 2016-2017;

**WHEREAS**, the SCHOOL is among those that will offer SHS to students in the community to carry out DepEd's objectives for SHS as spelled out above;

**WHEREAS**, to achieve this objective, the SCHOOL needs to enter into a Work Immersion Partnership with the COMPANY;

**WHEREAS**, the COMPANY operates in the area where the School is located and has offices, facilities, project sites, and expertise that it can make available to the School for purposes of student work immersion;

**WHEREAS**, the COMPANY considers going into a work immersion partnership with the School as part of its mission to create a positive impact on the community, especially the young people;

**WHEREAS**, the COMPANY may avail of the revenue regulation no. 10 s. 2003 implementing the tax incentives provision of R.A. 8525 otherwise known as the Adopt-A-School Act of 1998;

**WHEREAS**, the SCHOOL and the COMPANY, hereinafter collectively referred to as “the parties”, undertake to collaborate for the successful implementation of the SHS in <Municipality> cognizant of the need for special protection of the child and with the best interest of the SHS learner at heart;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the PARTIES hereby agree as follows:

#### **DESCRIPTION OF THE WORK IMMERSION PROGRAM**

With the passage of the Enhanced Basic Education Act of 2013 or Republic Act 10533, the DepEd was tasked to implement the K to 12 Program, essentially adding two (2) years of specialization within the Basic Educational System;

The DepEd designed the implementation of RA 10533 within the framework of increased community involvement in the learner’s experience;

With this premise, the DepEd, offers venues for various stakeholders to participate in the implementation of RA 10533 and, the same offer, accepted by the PARTIES, herein;

The Work Immersion Program is one of the course requirements for graduation. A SHS student has to undergo work immersion in a business organization or establishment with work requirements related to the specialization. Through work immersion, the students are exposed to and are familiarized with the work-related environment related to their field of specialization. Specifically, the students are able to:

1. Gain relevant and practical industrial skills under the guidance of industry experts and workers;
2. Appreciate the importance and application of the principles and theories taught in the classroom;
3. Enhance their technical knowledge and skills;
4. Prepare them to meet the needs and challenges of employment, entrepreneurship, or higher education after their graduation.

## **I. OBJECTIVES OF THE WORK IMMERSION PARTNERSHIP**

The Work Immersion Partnership has the following objectives:

1. To supplement the formal curriculum of the SHS program with special inputs coming from the COMPANY experts and practitioners in order to make the SHS program aligned and consistent with work standards;
2. To develop in the students of the SHS program the knowledge and skills that are relevant to the needs of the job market in the area
3. To provide SHS students relevant learning experiences by giving them exposure to the actual workplace setting.
4. To form Work Immersion Partnership between SCHOOL and the COMPANY, the students, faculty, and staff of the schools concerned will be allowed the use of and access to the COMPANY workplace and equipment as part of their Work Immersion Program.

## **II. RESPONSIBILITIES OF THE PARTIES**

### **A. Joint Responsibilities**

Both the SCHOOL and the COMPANY shall:

1. Create a joint working group that will prepare the action plan to operationalize the partnership.
2. Form a joint steering committee to monitor the progress of the partnership and to make sure that the provisions of this Memorandum of Agreement (MOA) are met.
3. Adhere to all laws, memoranda and circulars pertaining to child protection (See Annex A).
4. Develop the students' Work Immersion module specifying goals and objectives, desired outcomes of the program and how these outcomes will be achieved, also noting the specific knowledge, skills, attitudes and competencies that the student should acquire after completing the program. (See Annex C and Annex D)
5. Develop a Work Immersion Daily Schedule of Activities that will be followed by the students during the whole duration of the Work Immersion Program.
6. Formulate local school work immersion policies and guidelines on selection, placement, monitoring, and assessment of students (immersion participants), in order to ensure that each student is assigned to an immersion partner matched to his/her desired track, qualifications and aptitude. (See Annex C and Annex D)

## **B. Responsibilities of the School**

The SCHOOL shall:

1. Identify and indicate the SHS track/s, strand/s, and/or specialization/s which will be the subject of the partnership (See Annex D)
2. Make the needed adjustments to contextualize the SHS subjects based on inputs coming from the COMPANY.
3. Designate a person who will be in-charge of coordinating with the COMPANY and supervising the activities of the students for the duration of the Work Immersion Program.
4. Continue to exercise its Special Parental Authority under the Family Code over the Senior High School student under immersion in the premises of the partner.
5. Monitor each student's progress throughout the duration of the entire work immersion program so as to make sure that the tasks assigned to each student are meaningful, challenging, and applicable to his/her particular programs and are able to maximize the quality of the learning experience.
6. Provide the COMPANY an evaluation tool for the students' immersion performance.
7. Issue a final grade to the student upon completion of the requirements within a prescribed period.
8. Ensure that the student will adhere to the non- disclosure policies of the COMPANY as agreed to by the School. (See Annex F)
9. Provide signed Consent forms from the parents as applicable. (See Annex G)
10. Provide the COMPANY a Certificate of Participation in the SHS program for whatever purpose it may serve.
11. Execute a deed of acceptance as a way of recognizing and acknowledging the donation/s received from the COMPANY.
12. Review, facilitate and endorse the application of the COMPANY to avail of the tax incentives/exemption as specified in the R.A. 8525 otherwise known as The Adopt-A-School Act of 1998.

## **C. The Company shall:**

1. Assign a competent Immersion Coordinator from the COMPANY to liaise with the School and supervise the students without prejudice to the special parental authority of the school, its administrators and teachers for the duration of the work immersion program so as to ensure efficient implementation of all stages of the program.



2. Provide inputs into the curriculum through the discussions or workshops that DepEd will organize.
3. Lend its expertise by making available its resident resource persons to provide training to the students.
4. Allow the students to be deployed to the different sections/departments/project sites of the COMPANY based on the Work Immersion Daily Schedule of Activities.
5. Agree to the required number of hours of the immersion program set under the DepEd SHS curriculum. (See Annex C and D)
6. Provide immersion opportunities for <number of students> students for School Year 2016-2017. ( See Annex C and Annex D)
7. Provide students with an orientation about the COMPANY, its line of business, and the work its employees do, and expose them to the various stakeholders of the community in which the COMPANY operates for the students to get a holistic understanding of its business.
8. Similarly ensure that students undergo training related to their course, and provide the students with work or activities that are varied and applicable to their field of study.
9. Make its workplace and facilities available to students, and shall similarly take all necessary action to ensure the safety of students within their areas of operation at all times, which shall include, but shall not be limited to, the provision for Personal Protective Equipment (PPE's), if applicable. Ensure that the students will not be exposed to hazardous materials and working environment throughout the duration of the immersion.
10. Evaluate students' performance in the immersion venue by accomplishing provided evaluation tool
11. Issue a Certificate of Completion to the student trainees upon satisfactory compliance with all requirements of the program.
12. Execute a deed of donation in favor of DepEd for the completed Work Immersion Partnership.
13. Submit to the Adopt-A-School Program Secretariat all pertinent documents in support of the amount specified/claimed for the tax exemption application of the COMPANY.

### **III. EFFECTIVITY**

This agreement shall hold for the duration of the <from year-to year> Academic School Year and is renewable every year. The COMPANY and the SCHOOL shall submit their intention for renewal of this agreement through formal notice within thirty (30) days before the expiration of this Agreement.

The COMPANY and the SCHOOL reserve their respective rights to terminate their participation in the agreement through formal written notice within thirty (30) days before the effectivity of the termination. Both parties shall turnover all deliverables agreed thereto in the Work Immersion Program. Termination shall be subject to the mutual agreement between the parties.

#### **IV. LIABILITY**

The school, its administrator and teachers exercising authority and supervision over the Senior High School Student undergoing immersion in the premises of the partner may be held accountable for the student's acts.

Each party shall answer for losses and damages arising from any accident, act, or omission directly attributable to its fault or negligence, which may cause death or bodily injury to any persons, or loss or damage to property, by or on account of the performance of the respective obligations by the parties pursuant to this Agreement. Such responsibility shall continue to remain that of the responsible party's even after the termination of this agreement, if such losses and damages were incurred during the effectivity of this agreement.

DepEd shall not be liable for opportunity losses of the Company during the duration and after the termination of this agreement.

#### **V. NON-DISCLOSURE PROVISION**

It is expressly understood by DepEd and the students that all information on technology, manufacturing process, process standards, quality assurance methodologies, quality standards, production capabilities, raw material purchasing, marketing, finance, and all other related documents, manuals, operational and technical matters that the Company shall make available to them shall be used for the sole purpose of student training. All of these matters are classified as confidential in nature and proprietary to the Company and thereby each student hereby undertakes to prevent transfer of such information by any of its members to any party outside of the Company (See Annex F)

#### **VI. OTHER PROVISIONS**

It is expressly understood by the PARTIES that the Company is not obliged to pay wage or salary since there is no employer-employee relationship that exists. However, the Company is not precluded from providing the student with any monetary or financial assistance in the form of transportation fee, food allowance, etc.

In determining the existence of an employer-employee relationship, the following elements are considered: (1) the power to hire; (2) the payment of wages; (3) the power to dismiss, and (4) the power to control the employee's conduct, with the control test generally assuming primacy in the overall consideration.

No employer-employee relationship exists between the student and the partner in work immersion if all the following criteria are met:

1. The training, even though it includes actual operation of the employer's facilities; is similar to training provided in an educational program;
2. The training is for the benefit of the student;
3. The student does not displace regular employees, and works under close supervision;
4. The students are not entitled to a job at the conclusion of the training period and are free to take jobs elsewhere in the same field;
5. Any clinical training is performed under the supervision and direction of people who are knowledgeable and experienced in the activity;
6. The training is general, and qualifies the student to work in any similar business. It is not designed specifically for a job with the employer that offers the program;
7. The screening process for the immersion program is not the same as for employment, and does not appear to be for that purpose. The screening only uses criteria relevant for admission to an independent educational program; and
8. Advertisements, posting, or solicitations for the program clearly discuss education or training, rather than employment, although employers may indicate that qualified graduates may be considered for employment.

FOR THE SCHOOL:

FOR THE COMPANY:

\_\_\_\_\_  
 <NAME>  
 <POSITION>

\_\_\_\_\_  
 <NAME>  
 <POSITION>

WITNESSED BY:

\_\_\_\_\_

\_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
 <NAME>  
 <POSITION>  
 <DEPARTMENT>

ANNEXES - Attachments

- A. Laws, circulars and memoranda on child protection
- B. Board Resolution / Secretary's certificate
- C. List of Students, Teachers / Supervisors and Tracks offered
- D. Document for Immersion Module and Schedule of Daily Activities
- E. Non- Disclosure Agreement
- F. Signed Parental Consent forms

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES)**

CITY OF \_\_\_\_\_ ) ss.

**BEFORE ME** this \_\_\_\_\_ (date) \_\_\_\_\_, personally  
appeared:

Name	CTC No./Passport No.	Date and Place Issued
(DepEd Representative)		
(Company Representative)		

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. This Memorandum of Agreement consist of \_\_\_\_\_ 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.

**NOTARY PUBLIC**

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Book No. \_\_\_\_\_

Series of 2015.

20August2015 v.3  
Local Government Unit

**MEMORANDUM OF AGREEMENT FOR WORK IMMERSION PARTNERSHIP**

This Memorandum of Agreement is entered into this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_, by and between:

The - <NAME OF SCHOOL>, with School Identification Number \_\_\_\_\_ a public high school, with principal address at \_\_\_\_\_, represented in this Agreement by its <Position>, <Name>, <nationality> of legal age, m and hereinafter referred to as the SCHOOL;

-and-

The **Barangay / Municipality / City /Province of** \_\_\_\_\_, of the Republic of the Philippines, with principal address at \_\_\_\_\_, and represented in this Agreement by its <BARANGAY CHAIRMAN/MAYOR/GOVERNOR>, <NAME>, <NATIONALITY>, of legal age, hereinafter referred to as the "LGU".

**WITNESSETH:**

**WHEREAS**, the Department of Education of the Philippines, hereinafter referred to as "DepEd", is the primary government instrumentality mandated to formulate, implement, and coordinate policies, plans, programs and projects in the areas of formal and non-formal basic education; supervise all elementary and secondary education institutions, including alternative learning systems, both public and private; and provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development;

**WHEREAS**, the DepEd has introduced the K to 12 basic education reform program that includes Senior High School, hereinafter referred to as "SHS", with the major objective of ensuring that graduates of basic education are ready for employment, entrepreneurship and higher learning;

**WHEREAS**, the SHS curriculum can be customized at the local levels to take into consideration the needs of local industries and the labor market;

**WHEREAS**, the DepEd believes that for the effective delivery of SHS instruction, there is a need for school-industry partnerships that will provide the school the necessary expertise and venue for practical, on-the-job, enterprise-based training for SHS learners;

**WHEREAS**, the DepEd will start full implementation of SHS in School Year 2016-2017;

**WHEREAS**, the SCHOOL is among those that will offer SHS to students in the community to carry out DepEd's objectives for SHS as spelled out above;

**WHEREAS**, to achieve this objective, the SCHOOL needs to enter into a Work Immersion partnership with the LGU;

**WHEREAS**, the LGU operates in the area where the School is located and has offices, facilities, project sites, and expertise that it can make available to the School for purposes of student work immersion;

**WHEREAS**, the LGU considers going into a work immersion partnership with the School as part of its mission to create a positive impact on the community, especially the young people;

**WHEREAS**, the institutionalization and implementation of the K to 12 program is among the priority programs of the Government for promoting inclusive growth;

**WHEREAS**, the LGU is encouraged to fully support the successful implementation of the K to 12 Program of the Department of Education as stated in Paragraph 4, Section 2 of the Republic Act 9155 or "Governance of Basic Education Act of 2001";

**WHEREAS**, the LGU recognizes the need for a work immersion environment that is safe for the students and teachers, and conducive to learning, and has the capability to provide these;

**WHEREAS**, the SCHOOL and the LGU, hereinafter collectively referred to as "PARTIES", undertake to collaborate towards the successful implementation of the Senior High School in the Barangay/Municipality/City/Province cognizant of the need for special protection of the child and with the best interest of the SHS learner at heart;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the PARTIES hereby agree as follows:

### **DESCRIPTION OF THE WORK IMMERSION PROGRAM**

With the passage of the Enhanced Basic Education Act of 2013 or Republic Act 10533, the DepEd was tasked to implement the K to 12 Program, essentially adding two (2) years of specialization within the Basic Educational System;

The DepEd designed the implementation of RA 10533 within the framework of increased community involvement in the learner's experience;

With this premise, the DepEd, offers venues for various stakeholders to participate in the implementation of RA 10533 and, the same offer, accepted by the PARTIES herein;

The Work Immersion Program is one of the course requirements for graduation. A SHS student has to undergo work immersion in a business organization or establishment with work requirements related to the specialization. Through work immersion, the students are exposed to and are familiarized with the work-related environment related to their field of specialization. Specifically, the students are able to:

1. Gain relevant and practical industrial skills under the guidance of industry experts and workers;
2. Appreciate the importance and application of the principles and theories taught in the classroom;
3. Enhance their technical knowledge and skills;
4. Prepare them to meet the needs and challenges of employment, entrepreneurship, or higher education after their graduation.

## **I. OBJECTIVES OF THE WORK IMMERSION PARTNERSHIP**

The Work Immersion Partnership has the following objectives:

1. To supplement the formal curriculum of the SHS program with special inputs coming from the LGU experts and practitioners in order to make the SHS program aligned and consistent with work standards;
2. To develop in the students of the SHS program the knowledge and skills that are relevant to the needs of the job market in the area
3. To provide SHS students relevant learning experiences by giving them exposure to the actual workplace setting.
4. To form Work Immersion Partnership between the SCHOOL and the LGU, allowing the students, faculty, and staff of the schools concerned will be allowed the use of and access to the LGU workplace and equipment as part of their Work Immersion Program.

## **II. RESPONSIBILITIES OF THE PARTIES**

### **A. Joint Responsibilities**

Both the SCHOOL and the LGU shall:

1. Create a joint working group that will prepare the action plan to operationalize the partnership.
2. Form a joint steering committee to monitor the progress of the partnership and to make sure that the provisions of this Memorandum of Agreement (MOA) are met.
3. Adhere to all laws, memoranda and circulars pertaining to child protection (See Annex A).
4. Develop the students' Work Immersion module specifying goals and objectives, desired outcomes of the program and how these outcomes will be achieved, also noting the specific knowledge, skills, attitudes and competencies that the student should acquire after completing the program. (See Annex C and Annex D)

5. Develop a Work Immersion Daily Schedule of Activities that will be followed by the student during the whole duration of the work immersion inside the LGU.
6. Formulate local school work immersion policies and guidelines on selection, placement, monitoring, and assessment of student (immersion participants), in order to ensure that each student is assigned to an immersion partner matched to his/her desired track, qualifications and aptitude. (See Annex C and Annex D)

## **B. Responsibilities of the SCHOOL**

The SCHOOL, shall:

1. Identify and indicate the SHS track/s, strand/s, and/or specialization/s which will be the subject of the partnership. (See Annex D)
2. Make the needed adjustments to contextualize the SHS subjects based on inputs coming from the LGU.
3. Designate a person who will be in-charge of coordinating with the LGU and supervising the activities of the students for the duration of the work immersion program.
4. Continue to exercise its Special Parental Authority under the Family Code over the Senior High School student under immersion in the premises of the partner.
5. Monitor each student's progress throughout the duration of the entire work immersion program so as to make sure that the tasks assigned to each student are meaningful, challenging, and applicable to his/her particular programs and are able to maximize the quality of the learning experience.
6. Provide the LGU evaluation tool for the students' immersion performance.
7. Issue a final grade to the student upon completion of the requirements within a prescribed period.
8. Ensure that the student will adhere to the non-disclosure policies of the Municipality/City/Province as agreed to by the School. (See Annex F)
9. Provide signed Consent forms from the parents as applicable. (See Annex G)
10. Provide the LGU a Certificate of Participation in the SHS Program for whatever purpose it may serve.
11. Execute a deed of acceptance as a way of recognizing and acknowledging the donation/s received from the LGU.



**C. The LGU shall:**

1. Assign a competent Immersion Coordinator from the LGU to liaise with the School and supervise the students without prejudice to the special parental authority of the school, its administrators and teachers for the duration of the work immersion program so as to ensure efficient implementation of all stages of the program.
2. Provide inputs into the curriculum through the discussions or workshops that DepEd will organize.
3. Lend its expertise by making available its resident resource persons to provide training to the students.
4. Allow the student to be deployed to the different sections/departments/project sites of the LGU based on the Work Immersion Daily Schedule of Activities.
5. Agree to the required number of hours of the immersion program set under the DepEd SHS curriculum.(See Annex D)
6. Provide immersion opportunities for <number of students> students for School Year 2016-2017. ( See Annex C)
7. Provide students with an orientation about the LGU, the job as well as expose them to the various stakeholders of the community in which it operates for the students to get a holistic understanding of the LGU.
8. Similarly, ensure that students undergo training related to their course, and provide the students with work or activities that are varied and applicable to their field of study.
9. Make its workplace and facilities available to students, and shall similarly take all necessary action to ensure the safety of students within their areas of operation at all times, which shall include, but shall not be limited to, the provision for Personal Protective Equipment (PPE's), if applicable. Ensure that the students will not be exposed to hazardous materials and working environment throughout the duration of the immersion.
10. Evaluate students' performance in the immersion venue by accomplishing provided evaluation tool.
11. Issue a Certificate of Completion to the student trainees upon satisfactory compliance with all requirements of the program.
12. Execute a deed of donation in favor of DepEd for the completed Work Immersion Partnership.

### **III. EFFECTIVITY**

This agreement shall hold for the duration of the <from year-to year> Academic School Year and is renewable every year. The LGU and the SCHOOL shall submit their intention for renewal of this agreement through formal notice within thirty (30) days before the expiration of this Agreement.

The LGU and the SCHOOL reserve their respective rights to terminate their participation in the agreement after the duration of this Agreement through formal written notice within thirty (30) days before the effectivity of the termination. Both parties shall turnover all deliverables agreed thereto in the Work Immersion Program. Termination shall be subject to the mutual agreement between the parties.

### **IV. LIABILITY**

The school, its administrator and teachers exercising authority and supervision over the Senior High School Student undergoing immersion in the premises of the partner may be held accountable for the student's acts.

Each party shall answer for losses and damages arising from any accident, act, or omission directly attributable to its fault or negligence, which may cause death or bodily injury to any persons, or loss or damage to property, by or on account of the performance of the respective obligations by the parties pursuant to this Agreement. Such responsibility shall continue to remain that of the responsible party's even after the termination of this agreement, if such losses and damages were incurred during the effectivity of this agreement.

DepEd shall not be liable for opportunity losses of the LGU during the duration and after the termination of this agreement.

### **V. NON-DISCLOSURE PROVISION**

It is expressly understood by DepEd and the students that all information on technology, manufacturing process, process standards, quality assurance methodologies, quality standards, production capabilities, raw material purchasing, marketing, finance, and all other related documents, manuals, operational and technical matters that the LGU shall make available to them shall be used for the sole purpose of student training. All of these matters are classified as confidential in nature and proprietary to the LGU and thereby each student hereby undertakes to prevent transfer of such information by any of its members to any party outside of the LGU (See Annex F)

### **VI. OTHER PROVISIONS**

It is expressly understood by the PARTIES that the LGU is not obliged to pay wage or salary since there is no employer-employee relationship that exists. However, the LGU is not precluded from providing the student with any monetary or financial assistance in the form of transportation fee, food allowance, etc.

In determining the existence of an employer-employee relationship, the following elements are considered: (1) the power to hire; (2) the payment of wages; (3) the power to dismiss, and (4) the power to control the employee's conduct, with the control test generally assuming primacy in the overall consideration.

No employer-employee relationship exists between the student and the partner in work immersion if all the following criteria are met:

1. The training, even though it includes actual operation of the employer's facilities, is similar to training provided in an educational program;
2. The training is for the benefit of the student;
3. The student does not displace regular employees, and works under close supervision;
4. The students are not entitled to a job at the conclusion of the training period and are free to take jobs elsewhere in the same field;
5. Any clinical training is performed under the supervision and direction of people who are knowledgeable and experienced in the activity;
6. The training is general, and qualifies the student to work in any similar business. It is not designed specifically for a job with the employer that offers the program;
7. The screening process for the immersion program is not the same as for employment, and does not appear to be for that purpose. The screening only uses criteria relevant for admission to an independent educational program; and
8. Advertisements, posting, or solicitations for the program clearly discuss education or training, rather than employment, although employers may indicate that qualified graduates may be considered for employment.

FOR THE SCHOOL:

FOR THE LGU:

\_\_\_\_\_  
<NAME>  
<POSITION>

\_\_\_\_\_  
<NAME>  
<POSITION>

WITNESSED BY:

\_\_\_\_\_

\_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
<NAME>  
<POSITION>  
<DEPARTMENT>

ANNEXES - Attachments

- A. Laws, circulars and memoranda on child protection
- B. Sangguniang Pambayan/Panglunsod/Panlalawigan Resolution
- C. List of Students, Teachers / Supervisors and Tracks offered
- D. Document for Work Immersion Module and Schedule of Daily Activities
- E. Non- Disclosure Agreement
- F. Signed Parental Consent forms

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES)**

CITY OF \_\_\_\_\_ ) ss.

**BEFORE ME** this \_\_\_\_\_ (date) \_\_\_\_\_; personally appeared:

Name	CTC No./Passport No.	Date and Place Issued
(DepEd Representative)		
(LGU Representative)		

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. This Memorandum of Agreement consist of \_\_\_\_\_ 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.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of 2015.

**MEMORANDUM OF AGREEMENT FOR WORK IMMERSION PARTNERSHIP**

This Memorandum of Agreement is entered into this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_, by and between:

The - <NAME OF SCHOOL>, with School Identification Number \_\_\_\_\_ a public high school, with principal address at \_\_\_\_\_, represented in this Agreement by its <Position>, <Name>, <nationality> of legal age, and hereinafter referred to as the SCHOOL;

-and-

<NAME OF COOPERATIVE>, with principal address at \_\_\_\_\_, represented in this Agreement by its <Position>, <NAME>, <NATIONALITY>, of legal age., and hereinafter referred to as the COOPERATIVE.

**WITNESSETH:**

**WHEREAS**, the Department of Education of the Philippines, hereinafter referred to as “DepEd”, is the primary government instrumentality mandated to formulate, implement, and coordinate policies, plans, programs and projects in the areas of formal and non-formal basic education: supervise all elementary and secondary education institutions, including alternative learning systems, both public and private; and provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development;

**WHEREAS**, the DepEd has introduced the K to 12 basic education reform program that includes Senior High School, hereinafter referred to as “SHS”, with the major objective of ensuring that graduates of basic education are ready for employment, entrepreneurship and higher learning;

**WHEREAS**, the SHS curriculum can be customized at the local levels to take into consideration the needs of local industries and the labor market;

**WHEREAS**, the DepEd believes that for the effective delivery of SHS instruction, there is a need for school-industry partnerships that will provide the school the necessary expertise and venue for practical, on-the-job, enterprise-based training for SHS learners;

**WHEREAS**, the DepEd will start full implementation of SHS in School Year 2016-2017;

**WHEREAS**, the SCHOOL is among those that will offer SHS to students in the community to carry out DepEd’s objectives for SHS as spelled out above;

**WHEREAS**, to achieve this objective, the SCHOOL needs to enter into a Work Immersion Partnership with the COOPERATIVE;

**WHEREAS**, the COOPERATIVE operates in the area where the School is located and has offices, facilities, project sites, and expertise that it can make available to the School for purposes of student work immersion;

**WHEREAS**, the COOPERATIVE considers going into a work immersion partnership with the School as part of its mission to create a positive impact on the community, especially the young people;

**WHEREAS**, the COOPERATIVE recognizes the need for a work immersion environment that is safe for the students and teachers, and conducive to learning, and has the capability to provide these;

**WHEREAS**, the SCHOOL and the COOPERATIVE, hereinafter collectively referred to as “the PARTIES”, undertake to collaborate for the successful implementation of the SHS in <Municipality> cognizant of the need for special protection of the child and with the best interest of the SHS learner at heart;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the PARTIES hereby agree as follows:

#### **DESCRIPTION OF THE WORK IMMERSION PROGRAM**

With the passage of the Enhanced Basic Education Act of 2013 or Republic Act 10533, the DepEd was tasked to implement the K to 12 Program, essentially adding two (2) years of specialization within the Basic Educational System;

The DepEd designed the implementation of RA 10533 within the framework of increased community involvement in the learner’s experience;

With this premise, the DepEd, offers venues for various stakeholders to participate in the implementation of RA 10533 and, the same offer, accepted by the PARTIES herein;

The Work Immersion Program is one of the course requirements for graduation. A SHS student has to undergo work immersion in a business organization or establishment with work requirements related to the specialization. Through work immersion, the students are exposed to and are familiarized with the work-related environment related to their field of specialization. Specifically, the students are able to:

1. Gain relevant and practical industrial skills under the guidance of industry experts and workers;
2. Appreciate the importance and application of the principles and theories taught in the classroom;
3. Enhance their technical knowledge and skills;
4. Prepare them to meet the needs and challenges of employment, entrepreneurship, or higher education after their graduation.

## **I. OBJECTIVES OF THE WORK IMMERSION PARTNERSHIP**

The Work Immersion Partnership has the following objectives:

1. To supplement the formal curriculum of the SHS program with special inputs coming from the COOPERATIVE experts and practitioners in order to make the SHS program aligned and consistent with work standards;
2. To develop in the students of the SHS program the knowledge and skills that are relevant to the needs of the job market in the area
3. To provide SHS students relevant learning experiences by giving them exposure to the actual workplace setting.
4. To form Work Immersion Partnership between the SCHOOL and the COOPERATIVE, the students, faculty, and staff of the schools concerned will be allowed the use of and access to the COOPERATIVE workplace and equipment as part of their Work Immersion Program.

## **II. RESPONSIBILITIES OF THE PARTIES**

### **A. Joint Responsibilities**

Both the SCHOOL and the COOPERATIVE shall:

1. Create a joint working group that will prepare the action plan to operationalize the partnership.
2. Form a joint steering committee to monitor the progress of the partnership and to make sure that the provisions of this Memorandum of Agreement (MOA) are met.
3. Adhere to all laws, memoranda and circulars pertaining to child protection (See Annex A).
4. Develop the students' Work Immersion module specifying goals and objectives, desired outcomes of the program and how these outcomes will be achieved, also noting the specific knowledge, skills, attitudes and competencies that the student should acquire after completing the program. (See Annex C and Annex D)
5. Develop a Work Immersion Daily Schedule of Activities that will be followed by the students during the whole duration of the Work Immersion inside the COOPERATIVE.
6. Formulate local school work immersion policies and guidelines on selection, placement, monitoring, and assessment of students (immersion participants), in order to ensure that each student is assigned to an immersion partner matched to his/her desired track, qualifications and aptitude. (See Annex C and Annex D)



## **B. Responsibilities of the SCHOOL**

The SCHOOL, shall:

1. Identify and indicate the SHS track/s, strand/s, and/or specialization/s which will be the subject of the partnership (See Annex D)
2. Make the needed adjustments to contextualize the SHS subjects based on inputs coming from the COOPERATIVE.
3. Designate a person who will be in charge of coordinating with the COOPERATIVE and supervising the activities of the students for the duration of the Work Immersion Program.
4. Continue to exercise its Special Parental Authority under the Family Code over the Senior High School student under immersion in the premises of the partner.
5. Monitor each student's progress throughout the duration of the entire work immersion program so as to make sure that the tasks assigned to each student are meaningful, challenging, and applicable to his/her particular programs and are able to maximize the quality of the learning experience.
6. Provide the COOPERATIVE an evaluation tool for the students' immersion performance.
7. Issue a final grade to the student upon completion of the requirements within a prescribed period.
8. Ensure that the student will adhere to the non-disclosure policies of the COOPERATIVE as agreed to by the SCHOOL. (See Annex F)
9. Provide signed Consent forms from the parents as applicable. (See Annex G)
10. Provide the COOPERATIVE a Certificate of Participation in the SHS program for whatever purpose it may serve.
11. Execute a deed of acceptance as a way of recognizing and acknowledging the donation/s received from the COOPERATIVE.

## **C. Responsibilities of the COOPERATIVE :**

The COOPERATIVE shall:

1. Assign a competent Immersion Coordinator from the COOPERATIVE to liaise with the School and supervise the students without prejudice to the special parental authority of the school, its administrators and teachers for the duration of the work immersion program so as to ensure efficient implementation of all stages of the program.

2. Provide inputs into the curriculum through the discussions or workshops that DepEd will organize.
3. Lend its expertise by making available its resident resource persons to provide training to the students.
4. Allow the students to be deployed to the different sections/departments/project sites of the COOPERATIVE based on the Work Immersion Daily Schedule of Activities.
5. Agree to the required number of hours of the immersion program set under the DepEd SHS curriculum. (See Annex C and D)
6. Provide immersion opportunities for <number of students> students for School Year 2016-2017. ( See Annex C and Annex D)
7. Provide students with an orientation about the COOPERATIVE, its line of business, and the work its employees do, and expose them to the various stakeholders of the community in which the COOPERATIVE operates for the students to get a holistic understanding of its business.
8. Similarly ensure that students undergo training related to their course, and provide the students with work or activities that are varied and applicable to their field of study.
9. Make its workplace and facilities available to students, and shall similarly take all necessary action to ensure the safety of students within their areas of operation at all times, which shall include, but shall not be limited to, the provision for Personal Protective Equipment (PPE's), if applicable. Ensure that the students will not be exposed to hazardous materials and working environment throughout the duration of the immersion.
10. Evaluate students' performance in the immersion venue by accomplishing provided evaluation tool
11. Issue a Certificate of Completion to the student trainees upon satisfactory compliance with all requirements of the program.
12. Execute a deed of donation in favor of DepEd for the completed Work Immersion Partnership.

### **III. EFFECTIVITY**

This agreement shall hold for the duration of the <from year-to year> Academic School Year and is renewable every year. The COOPERATIVE and the SCHOOL shall submit their intention for renewal of this agreement through formal notice within thirty (30) days before the expiration of this Agreement.

The COOPERATIVE and the SCHOOL reserve their respective rights to terminate their participation in the agreement through formal written notice within thirty (30) days before the effectivity of the termination. Both parties shall turnover all deliverables agreed thereto in the

Work Immersion Program. Termination shall be subject to the mutual agreement between the parties.

#### **IV. LIABILITY**

The school, its administrator and teachers exercising authority and supervision over the Senior High School Student undergoing immersion in the premises of the partner may be held accountable for the student's acts.

Each party shall answer for losses and damages arising from any accident, act, or omission directly attributable to its fault or negligence, which may cause death or bodily injury to any persons, or loss or damage to property, by or on account of the performance of the respective obligations by the parties pursuant to this Agreement. Such responsibility shall continue to remain that of the responsible party's even after the termination of this agreement, if such losses and damages were incurred during the effectivity of this agreement.

DepEd shall not be liable for opportunity losses of the COOPERATIVE during the duration and after the termination of this agreement.

#### **V. NON-DISCLOSURE PROVISION**

It is expressly understood by DepEd and the students that all information on technology, manufacturing process, process standards, quality assurance methodologies, quality standards, production capabilities, raw material purchasing, marketing, finance, and all other related documents, manuals, operational and technical matters that the COOPERATIVE shall make available to them shall be used for the sole purpose of student training. All of these matters are classified as confidential in nature and proprietary to the COOPERATIVE and thereby each student hereby undertakes to prevent transfer of such information by any of its members to any party outside of the COOPERATIVE (See Annex F).

#### **VI. OTHER PROVISIONS**

It is expressly understood by the PARTIES that the COOPERATIVE is not obliged to pay wage or salary since there is no employer-employee relationship that exists. However, the COOPERATIVE is not precluded from providing the student with any monetary or financial assistance in the form of transportation fee, food allowance, etc.

In determining the existence of an employer-employee relationship, the following elements are considered: (1) the power to hire; (2) the payment of wages; (3) the power to dismiss, and (4) the power to control the employee's conduct, with the control test generally assuming primacy in the overall consideration.

No employer-employee relationship exists between the student and the partner in work immersion if all the following criteria are met:

1. The training, even though it includes actual operation of the employer's facilities, is similar to training provided in an educational program;

2. The training is for the benefit of the student;
3. The student does not displace regular employees, and works under close supervision;
4. The students are not entitled to a job at the conclusion of the training period and are free to take jobs elsewhere in the same field;
5. Any clinical training is performed under the supervision and direction of people who are knowledgeable and experienced in the activity;
6. The training is general, and qualifies the student to work in any similar business. It is not designed specifically for a job with the employer that offers the program;
7. The screening process for the immersion program is not the same as for employment, and does not appear to be for that purpose. The screening only uses criteria relevant for admission to an independent educational program; and
8. Advertisements, posting, or solicitations for the program clearly discuss education or training, rather than employment, although employers may indicate that qualified graduates may be considered for employment.

FOR THE SCHOOL:

FOR THE COOPERATIVE:

\_\_\_\_\_  
 <NAME>  
 <POSITION>

\_\_\_\_\_  
 <NAME>  
 <POSITION>

WITNESSED BY:

\_\_\_\_\_

\_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
 <NAME>  
 <POSITION>  
 <DEPARTMENT>

ANNEXES - Attachments

- A. Laws, circulars and memoranda on child protection
- B. Board Resolution / Secretary's certificate
- C. List of Students, Teachers / Supervisors and Tracks offered
- D. Document for Immersion Module and Schedule of Daily Activities
- E. Non- Disclosure Agreement
- F. Signed Parental Consent forms

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES)**

CITY OF \_\_\_\_\_ ) ss.

**BEFORE ME** this \_\_\_\_\_ (date) \_\_\_\_\_, personally appeared:

Name	CTC No./Passport No.	Date and Place Issued
(DepEd Representative)		
(Cooperative Representative)		

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. This Memorandum of Agreement consist of \_\_\_\_\_ 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.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of 2015.

**MEMORANDUM OF AGREEMENT FOR WORK IMMERSION PARTNERSHIP**

This Memorandum of Agreement is entered into this \_\_\_\_ of \_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_, by and between:

The - <NAME OF SCHOOL>, with School Identification Number \_\_\_\_\_ a public high school, with principal address at \_\_\_\_\_ represented in this Agreement by its <Position>, <Name>, <nationality> of legal age, and hereinafter referred to as the SCHOOL;

-and-

<NAME OF NON-GOVERNMENT ORGANIZATION>, a non-government organization duly constituted and registered in the Philippines, with principal address at \_\_\_\_\_, represented in this Agreement by its <Position>, <NAME>, <NATIONALITY>, of legal age, hereinafter referred to as the "NGO".

**WITNESSETH:**

**WHEREAS**, the Department of Education of the Philippines, hereinafter referred to as "DepEd", is the primary government instrumentality mandated to formulate, implement, and coordinate policies, plans, programs and projects in the areas of formal and non-formal basic education; supervise all elementary and secondary education institutions, including alternative learning systems, both public and private; and provide for the establishment and maintenance of a complete, adequate, and integrated system of basic education relevant to the goals of national development;

**WHEREAS**, the DepEd has introduced the K to 12 basic education reform program that includes Senior High School, hereinafter referred to as "SHS", with the major objective of ensuring that graduates of basic education are ready for employment, entrepreneurship and higher learning;

**WHEREAS**, the SHS curriculum can be customized at the local levels to take into consideration the needs of local industries and the labor market;

**WHEREAS**, the DepEd believes that for the effective delivery of SHS instruction, there is a need for school-industry partnerships that will provide the school the necessary expertise and venue for practical, on-the-job, enterprise-based training for SHS learners;

**WHEREAS**, the DepEd will start full implementation of SHS in School Year 2016-2017;

**WHEREAS**, the SCHOOL is among those that will offer SHS to students in the community to carry out DepEd's objectives for SHS as spelled out above;

**WHEREAS**, to achieve this objective, the SCHOOL needs to enter into a Work Immersion Partnership with the NGO;

**WHEREAS**, the NGO operates in the area where the School is located and has offices, facilities, project sites, and expertise that it can make available to the SCHOOL for purposes of student work immersion;

**WHEREAS**, the NGO considers going into a work immersion partnership with the School as part of its mission to create a positive impact on the community, especially the young people;

**WHEREAS**, the NGO recognizes the need for a work immersion environment that is safe for the students and teachers, and conducive to learning, and has the capability to provide these;

**WHEREAS**, the SCHOOL and the NGO, hereinafter collectively referred to as “the PARTIES”, undertake to collaborate for the successful implementation of the SHS in <Municipality> cognizant of the need for special protection of the child and with the best interest of the SHS learner at heart;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the PARTIES hereby agree as follows:

#### **DESCRIPTION OF THE WORK IMMERSION PROGRAM**

With the passage of the Enhanced Basic Education Act of 2013 or Republic Act 10533, the DepEd was tasked to implement the K to 12 Program, essentially adding two (2) years of specialization within the Basic Educational System;

The DepEd designed the implementation of RA 10533 within the framework of increased community involvement in the learner’s experience;

With this premise, the DepEd, offers venues for various stakeholders to participate in the implementation of RA 10533 and, the same offer, accepted by the PARTIES herein;

The Work Immersion Program is one of the course requirements for graduation. A SHS student has to undergo work immersion in a business organization or establishment with work requirements related to the specialization. Through work immersion, the students are exposed to and are familiarized with the work-related environment related to their field of specialization. Specifically, the students are able to:

1. Gain relevant and practical industrial skills under the guidance of industry experts and workers;
2. Appreciate the importance and application of the principles and theories taught in the classroom;
3. Enhance their technical knowledge and skills;
4. Prepare them to meet the needs and challenges of employment, entrepreneurship, or higher education after their graduation.

## **I. OBJECTIVES OF THE WORK IMMERSION PARTNERSHIP**

The Work Immersion Partnership has the following objectives:

1. To supplement the formal curriculum of the SHS program with special inputs coming from the NGO experts and practitioners in order to make the SHS program aligned and consistent with work standards;
2. To develop in the students of the SHS program the knowledge and skills that are relevant to the needs of the job market in the area
3. To provide SHS students relevant learning experiences by giving them exposure to the actual workplace setting.
4. To form Work Immersion Partnership between the SCHOOL and the NGO, allowing the students, faculty, and staff of the schools concerned will be allowed the use of and access to the NGO workplace and equipment as part of their Work Immersion Program.

## **II. RESPONSIBILITIES OF THE PARTIES**

### **A. Joint Responsibilities**

Both the SCHOOL and the NGO shall:

1. Create a joint working group that will prepare the action plan to operationalize the partnership.
2. Form a joint steering committee to monitor the progress of the partnership and to make sure that the provisions of this Memorandum of Agreement (MOA) are met.
3. Adhere to all laws, memoranda and circulars pertaining to child protection (See Annex A).
4. Develop the students' Work Immersion module specifying goals and objectives, desired outcomes of the program and how these outcomes will be achieved, also noting the specific knowledge, skills, attitudes and competencies that the student should acquire after completing the program. (See Annex C and Annex D)
5. Develop a Work Immersion Daily Schedule of Activities that will be followed by the students during the whole duration of the Work Immersion inside the NGO.
6. Formulate local school work immersion policies and guidelines on selection, placement, monitoring, and assessment of students (immersion participants), in order to ensure that each student is assigned to an immersion partner matched to his/her desired track, qualifications and aptitude. (See Annex C and Annex D)



## **B. Responsibilities of the SCHOOL**

The SCHOOL, shall:

1. Identify and indicate the SHS track/s, strand/s, and/or specialization/s which will be the subject of the partnership. (See Annex D)
2. Make the needed adjustments to contextualize the SHS subjects based on inputs coming from the NGO.
3. Designate a person who will be in-charge of coordinating with the NGO and supervising the activities of the students for the duration of the Work Immersion Program.
4. Continue to exercise its Special Parental Authority under the Family Code over the Senior High School student under immersion in the premises of the partner.
5. Monitor each student's progress throughout the duration of the entire work immersion program so as to make sure that the tasks assigned to each student are meaningful, challenging, and applicable to his/her particular programs and are able to maximize the quality of the learning experience.
6. Provide the NGO an evaluation tool for the students' immersion performance.
7. Issue a final grade to the student upon completion of the requirements within a prescribed period.
8. Ensure that the student will adhere to the non- disclosure policies of the NGO as agreed to by the School. (See Annex F)
9. Provide signed Consent forms from the students' parents as applicable. (See Annex G)
10. Provide the NGO a Certificate of Participation in the SHS program for whatever purpose it may serve.
11. Execute a deed of acceptance as a way of recognizing and acknowledging the donation/s received from the NGO.

## **C. The NGO shall:**

1. Assign a competent Immersion Coordinator from the Cooperative to liaise with the School and supervise the students without prejudice to the special parental authority of the school, its administrators and teachers for the duration of the work immersion program so as to ensure efficient implementation of all stages of the program.
2. Provide inputs into the curriculum through the discussions or workshops that DepEd will organize.

3. Lend its expertise by making available its resident resource persons to provide training to the students.
4. Allow the students to be deployed to the different sections/departments/project sites of the NGO based on the Work Immersion Daily Schedule of Activities.
5. Agree to the required number of hours of the immersion program set under the DepEd SHS curriculum. (See Annex C and D)
6. Provide immersion opportunities for <number of students> students for School Year 2016-2017. ( See Annex C and Annex D)
7. Provide students with an orientation about the NGO, its line of business, and the work its employees do, and expose them to the various stakeholders of the community in which the NGO operates for the students to get a holistic understanding of its business.
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8. Advertisements, posting, or solicitations for the program clearly discuss education or training, rather than employment, although employers may indicate that qualified graduates may be considered for employment.

FOR THE SCHOOL:

FOR THE NGO:

\_\_\_\_\_  
<NAME>  
<POSITION>

\_\_\_\_\_  
<NAME>  
<POSITION>

WITNESSED BY:

\_\_\_\_\_  
APPROVED BY:

\_\_\_\_\_  
<NAME>  
<POSITION>  
<DEPARTMENT>

ANNEXES - Attachments

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- B. Board Resolution / Secretary's certificate
- C. List of Students, Teachers / Supervisors and Tracks offered
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- F. Signed Parental Consent forms

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES)**

CITY OF \_\_\_\_\_ ) ss.

**BEFORE ME** this \_\_\_\_\_ (date) \_\_\_\_\_, personally appeared:

Name	CTC No./Passport No.	Date and Place Issued
(DepEd Representative)		
(NGO Representative)		

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. This Memorandum of Agreement consist of \_\_\_\_\_ 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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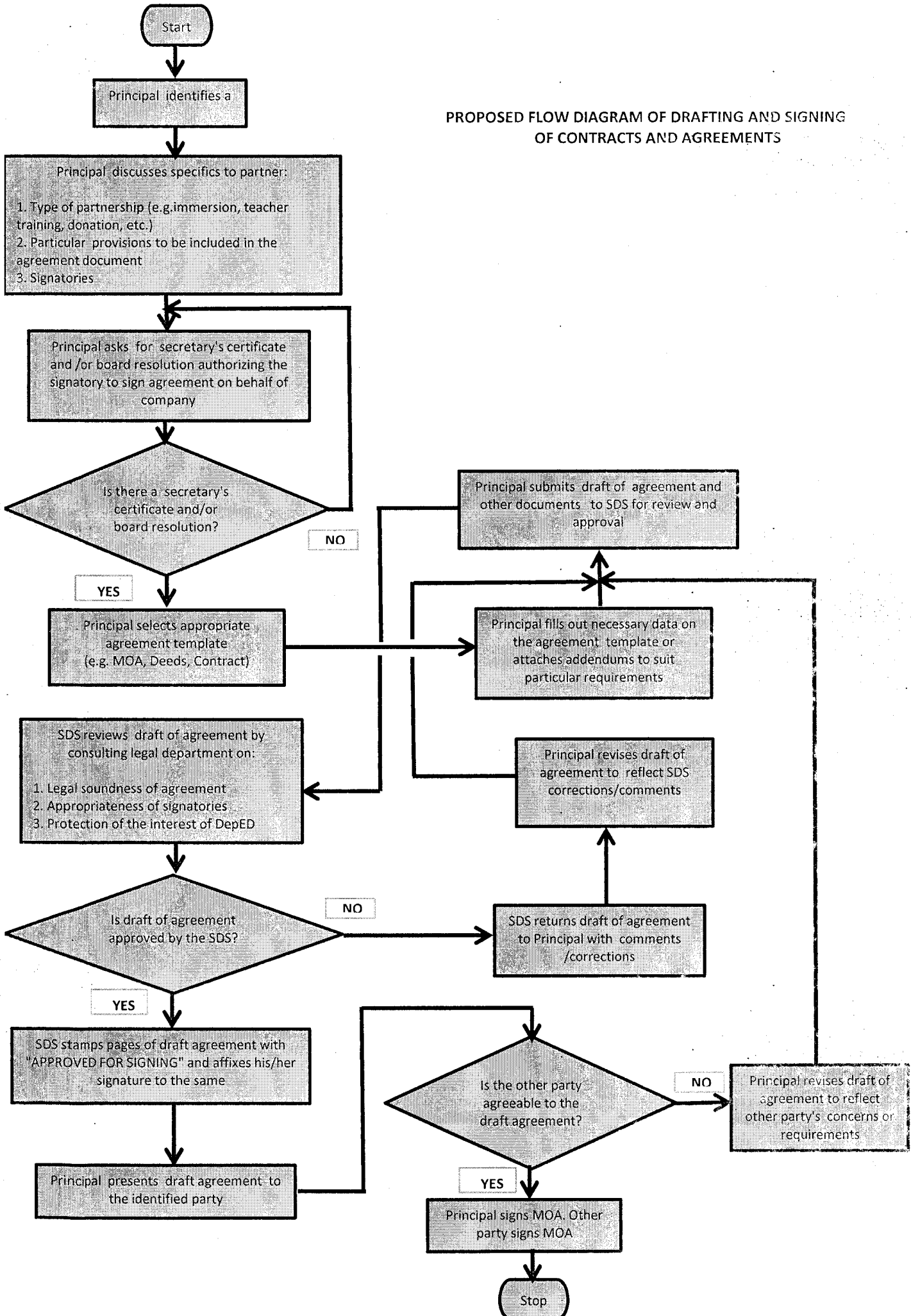








PROPOSED FLOW DIAGRAM OF DRAFTING AND SIGNING OF CONTRACTS AND AGREEMENTS



Partnership Attachment Codes		
Code	Document Title	Remarks
IA-01	Internal Assessment	available
EA-02	External Assessment	available
QT-01	Qualification Tool	available
QTWI-01	Qualification Template for Work Immersion	available
QTAP-01	Qualification Template for Other Areas of Partnership	available
MTWI-01	Monitoring Template for Work Immersion	available
MTAP-01	Monitoring Template for Other Areas of Partnership	available
PCMWI-01	Private Company - MOA- Work Immersion	available
PCMTT-01	Private Company - MOA- Teacher Training	available
PCMUF-01	Private Company - MOA- Use of Facilities	not available
LGUMWI-01	LGU - MOA- Work Immersion	available
LGUMTT-01	LGU - MOA- Teacher Training	available
LGUMUF-01	LGU- MOA- Use of Facilities	not available
NGOMWI-01	NGO - MOA- Work Immersion	available
NGOMTT-01	NGO - MOA- Teacher Training	available
NGOMUF-01	NGO- MOA- Use of Facilities	not available
CMWI-01	Coop - MOA- Work Immersion	available
CMTT-01	Coop - MOA- Teacher Training	available
CMUF-01	Coop- MOA- Use of Facilities	not available
MG-01	Meeting Guide	available
K12PV	K to 12 Presentation - video	not available
k12PCB	K to 12 presentation - clear book	not available
k12Laws	Laws, Memorandums, circulars	not available