

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