

20August2015 v.3
Private Company

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