

Republic of the Philippines
SANGUNIANG PANLUNGSOD
City Government of Naga

MEMORANDUM OF AGREEMENT FOR WORK IMMERSION PARTNERSHIP

This Memorandum of Agreement is entered into this ____ day of _____ in Naga City, Philippines, by and between the following private secondary schools in the City of Naga:

NAME OF SCHOOL	SCHOOL ID	PRINCIPAL ADDRESS	REPRESENTATIVE
Universidad De Sta Isabel De Naga Inc.	403886	Elias Angeles St. Naga City	MS. SIMONET A. BARROSA

-and-

The CITY GOVERNMENT OF NAGA, of the Republic of the Philippines, with principal address at City Hall, J. Miranda Avenue, Concepcion Pequeña, Naga City, represented by its **MAYOR, NELSON S. LEGACION** Filipino, of legal age, hereinafter referred to as "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, 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, 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, DepED started the full implementation of SHS in School Year.2016-2017;

WHEREAS, the SCHOOLS offers SHS to students in the community to carry out DepEd's objectives for SHS as spelled out above;

WHEREAS, to achieve this objective, the SCHOOLS need to enter into a Work Immersion partnership with the LGU;

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

WHEREAS, the LGU considers going into a work immersion partnership with the SCHOOLS 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 SCHOOLS and the LGU, hereinafter collectively referred to as "PARTIES", undertake to collaborate toward the successful implementation of the SHS in the City of Naga 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:

I. DESCRIPTION OF THE WORK IMMERSION PROGRAM

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

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

With these premises, 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. Appreciate the importance and applications of the principles and theories learned in school
2. Enhance their technical knowledge and skills
3. Enrich their skills in communications and human relations
4. Develop good work habits, attitudes, appreciation and respect for work

II. 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 align the SHS program 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 exposing them to the actual workplace setting.
4. To form Work Immersion Partnership between the SCHOOLS and the LGU, allowing the students, faculty, and staff of the SCHOOLS concerned the use of and access to the LGU workplace and equipment as part of their Work Immersion Program.

III. RESPONSIBILITIES OF THE PARTIES

A. Joint Responsibilities

The SCHOOLS 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, memorandums, and circulars especially those pertaining to child protection as provided for in the Guidelines for Work Immersion which is hereto attached as "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, per Annexes A and C of the Guidelines for Work Immersion.
5. Develop a Work Immersion Daily Schedule of Activities that will be followed by the student during the whole duration of the work immersion in the LGU per Annex C of the Guidelines for Work Immersion.
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.

B. Responsibilities of the School

Each of the SCHOOLS shall:

1. Identify and indicate the SHS track(s), strand(s), and/or specialization(s) that will be the subject of the partnership.
2. Make the needed adjustments to contextualize the SHS subjects based on inputs coming from the LGU.
3. Designate a Work Immersion Coordinator and Work Immersion Teacher(s) who are the authorized persons to assist the students during the pre-deployment, deployment, and post-deployment processes and activities for the whole duration of the Work Immersion Program.
4. Provide insurance coverage for learners during the Work Immersion Program.
5. Continue to exercise its Special parental Authority under the Family Code over the SHS student(s) under immersion in the premises of the partner.
6. 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.
7. Provide the LGU evaluation tool for the students' immersion performance.
8. Issue a final grade to the student upon completion of the requirements within a prescribed period.
9. Ensure that the student will adhere to the nondisclosure policies of the city as agreed to by the SCHOOLS.

10. Provide signed Consent Forms from the parents as applicable.
11. Provide the LGU a Certificate of Participation in the SHS Program for whatever purpose it may serve.

C. Responsibilities of the LGU

The LGU shall:

1. Create and assign the Naga City Student-Trainee Coordinating Team (NCSCT) composed of representatives coming from the Metro Naga Public Employment Service Office (Metro PESO), City Human Resource Management Office (CHRMO) and Education, Scholarships and Sports Office (ESSO) that shall liaise with the SCHOOLS and the heads/chiefs of the LGU's various departments/offices; and supervise students without prejudice to the Special Parental Authority of the SCHOOLS, their 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 immersion opportunities for the SCHOOLS' students in various strands. The number of students per strand per school to be accepted into LGU-Naga Work Immersion shall be set by the NCSCT every semester or school year, as may be applicable. Provided, that all students to be deployed in the LGU should be residents of the City of Naga.
3. Provide inputs into the SCHOOLS' curricula through the discussions or workshops that DepEd may organize.
4. Lend its expertise by making available resident resource persons to provide training to students.
5. Allow students to be deployed to the different departments, offices or project sites of the LGU that are in line with the students' strands based on the Work Immersion Schedule of Activities.
6. Agree to the required number of hours of the immersion program set under the DepEd SHS curriculum per Annex A of the Guidelines for Work Immersion. The Work Immersion duration and schedule shall be finalized by the LGU's Work Immersion Coordinating Team with each of the SCHOOLS' Work Immersion Coordinator based on an individual school's Work Immersion Delivery Model.
7. Provide students with an orientation about the LGU and the work its employees do, and expose them to the various stakeholders of the community 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 based on the activities listed in the prescribed template for the Immersion Program of Activities per Annex C of the Guidelines for Work Immersion.
9. Make its workplace and facilities available to students and teachers, and shall similarly take all necessary action to ensure the safety of students within its areas of operation at all times. This shall include, but shall not be limited to, the provision of Personal Protective Equipment (PPE), if applicable.
10. Ensure that the students will not be exposed to hazardous materials and working environment throughout the duration of the immersion.

11. Ensure that students undergoing work-related travel within Naga and/or Camarines Sur shall be provided with a supervisor or a guide coming from the LGU.
12. Evaluate students' performance in the immersion venue by accomplishing provided evaluation tool(s).
13. Issue a Certificate of Completion to the student trainees upon satisfactory compliance with all the requirements of the program.

IV. EFFECTIVITY

This Agreement shall hold for the duration of Academic School Year 2017 to 2018 and is renewable every year. The LGU and each of the SCHOOLS shall submit their intention for renewal of this Agreement through formal notice within thirty (30) days before its expiration.

The LGU and the SCHOOLS reserve their respective rights to terminate their participation in the Agreement after its duration 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.

A material breach of the Work Immersion Guidelines and/or this MOA shall constitute a ground for termination of the MOA, in whole or in part, by the aggrieved party, without prejudice to other legal remedies.

V. LIABILITY

Each of the SCHOOLS, their administrator, and teachers exercising authority and supervision over the Senior High School student undergoing immersion in the premises of the LGU 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.

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

VI. NONDISCLOSURE PROVISION

It is expressly understood by the SCHOOLS and their 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.

VII. OWNERSHIP OF OUTPUT AND INTELLECTUAL PROPERTY

Intellectual properties developed by the student as part of his or her regular Work Immersion duties in the LGU and their corresponding copyrights and/or patents shall belong to the LGU.

Intellectual properties developed by the student outside of his or her regular Work Immersion duties in the LGU and their corresponding copyrights and/or patents

shall belong to the student, even if the student used the time, facilities, materials of the LGU, unless otherwise stipulated in a separate agreement between the student and his or her parent or guardian and the LGU.

The above provisions shall apply in proportion to the intellectual properties developed by the student in case intellectual property is jointly developed by the student with an employee or personnel of the LGU, unless otherwise stipulated in a separate agreement between the student and his or her parent or guardian and the LGU.

VIII. OTHER PROVISIONS

It is expressly understood by the PARTIES that the LGU is not obliged to pay wage or salary since no employer-employee relationship exists between them. 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 that for employment, and does not appear to be for that purpose. The screening only uses criteria relevant for admission to an independent educational program.
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.

IN WITNESS WHEREOF, the Parties hereto have signed those presents on the date and place first above mentioned.

CITY GOVERNMENT OF NAGA CITY

Universidad De Sta Isabel De Naga Inc.

By:

By:

NELSON S. LEGACION
City Mayor

STH amor
Ms. Simonet A. Barrosa
BED Principal

SIGNED IN THE PRESENCE OF:

[Signature]

ACKNOWLEDGMENT

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

BEFORE ME, Notary Public for and in Naga City, personally
appeared the following representing their representative institutions/corporations:

NAME	IDENTIFICATION NO.	PLACE OF ISSUE	DATE OF ISSUE
Hon. NELSON S. LEGACION City Mayor City of Naga			
Ms. Simonet A. Barrosa BED Principal Universidad De Sta Isabel De Naga Inc.			

all known to me to be the same persons who executed the foregoing Agreement, and
all acknowledged to me that the same is their free and voluntary deed as well as the
free voluntary deed of the entities they represent.

I CERTIFY that the foregoing instrument consists of eight (8) pages including this page
on which the acknowledgement is written and the aforementioned annexes so
identified in this Agreement. The parties and their instrumental witnesses signed all
pages of the main instrument.

WITNESS MY HAND AND SEAL this DEC 28 2022 day of 2022 at Naga City
Philippines.

E. Hidalgo
EDWIN FELIPE A. HIDALGO
NOTARY PUBLIC / ADMIN. MATTER NO. 2021-11
Date/Place of Comm. - 3-21-21/RTC, Naga City
Comm. Expires Dec.31, 2022
Roll of Attorneys No. 36355
PTR OR No. 1497325 1-03-2022 Naga City
IBP OR No. 191252 1-10-22 (Pasig)
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