



DEPARTMENT OF EDUCATION
OFFICE OF THE UNDERSECRETARY
FOR REGIONAL OPERATIONS

MEMORANDUM
OR-GO-2015-GOU-00002

TO: BR. ARMIN A. LUISTRO FSC
Secretary

FROM: RIZALINO D. RIVERA
Undersecretary

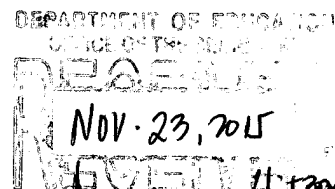
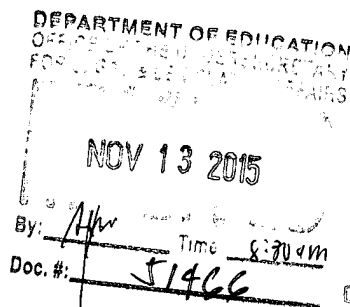
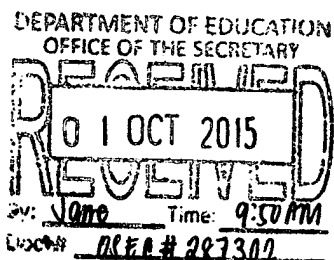
SUBJECT: Transmittal of the Memorandum of Agreement (MOA)
Between the Department of Education and the Teach for the
Philippines Inc. on the Teach for the Philippines Fellowship
Program

DATE: September 30, 2015

This office forwards the proposed Memorandum of Agreement (MOA) between the Department of Education (DepEd) and the Teach for the Philippines Inc. relative to the Teach for the Philippine Fellowship Program

Attached is the aforementioned Memorandum of Agreement for your reference and appropriate action.

RIZALINO D. RIVERA
Undersecretary



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into this ___ day of _____, 2015 in the City of _____, Republic of the Philippines, by and between:

TEACH FOR THE PHILIPPINES, INC., a non-stock, non-profit corporation organized and existing under the laws of the Republic of the Philippines, with address at Room 201, 2nd Floor Asia Tower, Benavidez Street corner Paseo de Roxas, Makati City, represented herein by its President and Chief Executive Officer, Clarissa Isabelle L. Delgado (hereinafter referred to as "TFP").

- and -

The DEPARTMENT OF EDUCATION ("DepEd") of the Republic of the Philippines, with address at DepEd Complex, Meralco Avenue, 1600 Pasig City, represented herein by Br. Armin Luistro FSC (hereinafter referred to as "DepEd").

(DepEd and TFP are referred to herein as the "Parties" and, individually, a "Party")

Witnesseth, That:

WHEREAS, TFP was established to bridge the education gap in the Philippines by advocating for functional literacy and progressive teacher training.

WHEREAS, TFP has created the "Fellowship Program" to promote, recruit, select, train, assist, and provide in-service professional development to young individuals committed to closing the achievement gap by serving as Teacher Fellows in the school system administered by DepEd;

WHEREAS, DepEd recognizes the uneven distribution of teachers for areas which require more public school teachers and commits to the national effort to improve the quality of public school teachers. DepEd welcomes the implementation of the TFP program to: provide trained Teacher Fellows in Philippine formal public schools; provide trained Teacher Fellows for non-formal education; execute a program in which non-education majors are trained and licensed to become successful and transformational teachers; advocate and successfully implement the K-12 curriculum; and help in the research and development for future education policies based on scientific evidence.

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

OBJECTIVES

The objectives of this Agreement are:

1. To provide excellent education that is easily accessible and affordable to all Filipino children by enabling Teacher Fellows to work under the public school system, formal and non-formal, administered by DepEd;
2. To address the uneven distribution of teachers by recruiting Teacher Fellows for areas which require more public school teachers;
3. To help uplift the prestige of public school teaching and government and

ARTICLE I

Responsibilities of TEACH FOR THE PHILIPPINES, Inc.

- A. Candidate Recruitment and Selection.- TFP shall recruit, pre-screen, and select high quality individuals from a wide range of academic majors, career fields and diverse backgrounds to participate in the "Teach for the Philippines Fellowship", who will then serve as Teacher Fellows in Philippine public schools determined by both DepEd and TFP. In so doing, TFP shall not knowingly engage in any unlawful acts of discrimination in its recruitment and selection of candidates.

For purposes of this Agreement, the "Teacher Fellow" who shall not be covered by the Magna Carta for Public School Teachers, will be assigned to teach in a class or a grade level under the supervision of a teacher, predetermined and agreed upon by DepEd and TFP. The Teacher Fellow will be under the supervision and control of the school Principal.

TFP shall employ reasonable efforts to provide the desired number of Fellows, however, TFP does not guarantee that it will be able to provide the desired number of Fellows for any academic year. The failure of TFP to provide all of the agreed number of Fellows for any school year shall not constitute a breach of this Agreement.

- B. Pre-Service Training ("Summer Training Institute") - All TFP candidates shall undergo rigorous pre-service training to be provided by TFP in close coordination with the DepED prior to their assignment to a particular public school as pre-determined and agreed upon by TFP and DepEd, to ensure that each participant is highly qualified and equipped to serve as a Teacher Fellow.
- C. Compensation of Teachers - The Teacher Fellow shall be compensated during his or her placement in a Partner School care of TFP.
- D. In-service Professional Development - In close coordination with the DepEd, TFP shall provide the placed Teacher Fellows with 22-months of in-service professional development services and activities, including classroom observation by regional program staff, videotaping of instruction with a review of teaching techniques, discussions to facilitate capacity for self-reflection and evaluation of instructional practice using student achievement data, and workshops facilitated by veteran teachers.
- E. Non-Formal Education. - TFP shall train Teacher Fellows for DepEd's non-formal education program (Alternative Learning Systems) focusing on out of school youth. A pilot run will begin with 15 Teacher Fellows teaching in the non-formal program by 2016. Results of this pilot will be shared with DepEd.
- F. Pilot and Give Feedback on K-12 Implementation. -TFP shall work closely with the DepEd in the implementation of K-12.
- G. Other Expenses - Expenses to be incurred for pre-service training, in-service professional development, and for other activities in relation to this Agreement shall be borne and shouldered by TFP.
- H. Monitoring & Evaluation - TFP may conduct output, outcome, and impact assessments and share the results with DepEd. These include up to three school visits a month by the Teacher Fellows' "mentors/tutors".



ARTICLE II

Responsibilities of DepEd

- A. Selection of Schools.- The DepEd, through its Division Superintendents and in collaboration with TFP, shall select and designate the public elementary schools wherein the participants recruited and selected by TFP will be placed as Teacher Fellows. A Partner School is one which is determined by the Division Superintendent as in need of Teacher Fellows. The school must have sufficient vacancies to enable the placement of at least three (3) Teacher Fellows in the same school year.
- B. Commitment to Place Teachers. - The principals shall have direct control and supervision over the Fellows assigned to his or her school. If needed, the Principals and the City Schools Superintendent may also choose to assign one or two Teacher Fellows in the district to the position of "mobile teacher."

DepEd may allow TFP "mentors/tutors" to visit the schools at least three times a month, with the express purpose of monitoring the Teacher Fellow inside his or her classroom and assessing the support needed so that the said Teacher Fellow can create an interactive classroom where critical and analytical and thinking skills can be developed, and so said Teacher Fellow can contribute positively to the school community.

- C. Notice of Placement. - TFP and DepEd, after discussions, shall agree on the placement of the Fellows three months before the start of the "Summer Training Institute". (For eight weeks TFP participants will be immersed in pedagogy and the national K-12 curriculum. Sessions and workshops on 'Teaching as leadership', psychology of children living in poverty will perform part of this curriculum. As part of the Institute, participants will also be required to teach summer enrichment classes under the supervision of a regular teacher. This hands-on practicum will be conducted in a pre-designated public school in coordination with the DepEd and the Local Government Unit.)
- D. Placement Period. - Each Teacher Fellow shall be placed in the designated Partner School for two (2) school years.
- a. A pilot program will be run in 2016 that involves 15 Teacher Fellows working in the non-formal education program of the DepEd, focusing on out of school youth. Results will be shared and expansion of this program discussed.
 - b. Placement inside the public school may be extended upon mutual agreement of the DepEd, through the Division Superintendent, the Principal, and the individual Teacher Fellow for a period to be agreed upon by the Parties. Priority hiring and the allocation of teaching items will be given to Teacher Fellows who are passers of the Licensure Examination for Teachers ("LET"), scored with the "A category" of DepEd, and have successfully taught two years in the Fellowship, in accordance with this agreement hereinafter referred to as "Extended Fellowship Engagement Policy", subject to DepEd's policies, rules, regulations on selection and hiring of teachers.
 - c. Placement may also be extended, upon the mutual agreement of the DepEd and TFP, for selected Teacher Fellows to work as Technical Assistants in DepEd Central Office for one year after successful completion of the Fellowship. Every year thereafter, priority hiring and the allocation of consultant positions will be given to Teacher Fellows who have completed the one year as Technical Assistants, in accordance



Ambassadors Program", subject to DepEd's policies, rules, regulations on selection and hiring of teachers.

- E. Within three (3) months from the execution of this Agreement, upon request, DepED may provide TFP with a hiring forecast and estimated demand for teachers with specific majors for each province in the country. DepEd may also, from time-to-time, provide TFP with minimum hiring requirements for public school teachers or those entering the public school system.
- F. All Teacher Fellows shall for purposes of hiring by DepEd in accordance with the Extended Fellowship Engagement Policy, comply with the minimum standard requirements and other policies, rules and regulations on the selection and hiring of teachers of DepEd.
- G. The DepEd shall not unnecessarily burden the Teacher Fellow with duties and responsibilities that are not contemplated by this Agreement, such as but not limited to duties relating to national and/or local elections and partisan events.

ARTICLE III

TERM AND TERMINATION

1. This Agreement shall take effect on the date it is signed and shall remain and continue to be valid and effective unless terminated by any Party for any cause at least thirty (30) days prior written notice to the other Party, provided that the terminating party provides said notice not earlier than thirty (30) days prior to the end of the current academic year.
2. No termination of this agreement shall affect the employment of the Teacher Fellows already hired by DepEd. Neither shall DepEd be prevented from hiring or engaging the services of Teacher Fellows even after the termination of this agreement.

ARTICLE IV

ASSIGNMENT

Except as may be expressly otherwise provided in this Agreement, this Agreement may not be assigned by a party without the written consent of all the other parties.

ARTICLE V

GOVERNING LAW

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

ARTICLE VI

SEVERABILITY

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



ARTICLE VII

WAIVER

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

ARTICLE VIII

ENTIRE AGREEMENT

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

ARTICLE IX

MODIFICATIONS

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

ARTICLE X

FORCE MAJEURE

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

ARTICLE XI

NO STRICT CONSTRUCTION

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



ARTICLE XII

NOTICES

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

To TFP:

TEACH FOR THE PHILIPPINES, Inc.
Room 201, 2nd Floor Asia Tower,
Benavidez Street corner Paseo de Roxas,
Makati City
Attention: Ms. Clarissa Isabelle L. Delgado
Chief Executive Officer

To the DepEd:


Department of Education
Department of Education Complex
Meralco Avenue
Pasig City, 1600 Philippines
Attention: Office of the Undersecretary for Programs and Projects

IN WITNESS WHEREOF, the parties have hereunto put their hands in the place and on the date first above-written.


TEACH FOR THE PHILIPPINES, INC

DEPARTMENT OF EDUCATION

By:


CLARISSA I. L. DELGADO
CEO and Co-Founder

By:


BR. ARMIN A. LUISTRO FSC
Secretary

Signed in the presence of:

WITNESSES


ELIZABETH EDER ZOBEL
Chairman and Co-Founder


ALBERTO T. MUYOT
Undersecretary of Legal and Legislative Affairs


MARGARITA L. DELGADO
Vicechair and Co-Founder


RIZALINO RIVERA
Undersecretary of Regional Operations

ACKNOWLEDGEMENT

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

BEFORE ME, a notary public, for and in the City of _____, this
_____ day of _____, 2015, personally appeared the following:

Name	Valid ID Number/Date/Place
_____	_____
_____	_____

Both 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 voluntary act and deed and that of the respective corporation they represent.

Witness my hand and seal on the date and place first above written.

NOTARY PUBLIC

Doc No. _____;
Page No. _____;
Book No. _____;
Series of 2015.