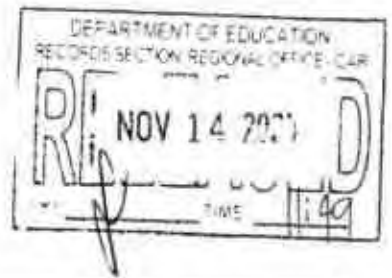




Republic of the Philippines
Department of Education
CORDILLERA ADMINISTRATIVE REGION



November 13, 2024

REGIONAL MEMORANDUM

No. 824-2024

ENHANCED REGIONAL GUIDELINES ON PARTNERSHIPS AND LINKAGES

To: Assistant Regional Director
Schools Division Superintendents
All Others Concerned

1. The Department of Education-Cordillera Administrative Region (DepEd-CAR) issues the enclosed **Enhanced Regional Guidelines on Partnerships and Linkages** incorporating the objectives of the program, the roles of key players per governance level and other pertinent provisions to the previous guidelines, (RM No. 582 s. 2021).
2. DepEd-CAR shall employ the utilization of the DepEd Partnership Data-based System as one of the reporting and monitoring system of all donations from our partners.
3. These enhanced guidelines shall apply to all functional divisions, sections and units of the regional office, Schools Division Offices, schools and community learning centers.
4. RM No. 582 s. 2021 titled "Regional Guidelines on Partnerships and Linkages" and other DepEd-CAR issuances which are inconsistent with these guidelines are repealed or modified accordingly.
5. Enclosed with this memorandum are the following annexes:
 - Annex A. Process Flow of Partnership in the Regional Office
 - Annex B. Process Flow of Partnership in the Schools Division Offices
 - Annex C. Process Flow of Partnership in the Schools and Community Learning Centers (CLCs)
 - Annex D. Profile Partner Qualification Checklist
 - Annex E. Partnership Assessment Tool
 - Annex F. Sample MOU
 - Annex G. Sample MOA
5. For more information and clarifications, please contact ESSD through email address at **car.essd@deped.gov.ph**.
6. Immediate dissemination of this Memorandum is directed.

ESTELA P. LEON-CARIÑO EdD, CESO III
Director IV/Regional Director

ESSD/GCD: Enhanced Regional Guidelines on Partnerships and Linkages



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DepEd Tayo Cordillera



<https://depedcar.ph>



ENHANCED REGIONAL GUIDELINES ON PARTNERSHIPS AND LINKAGES

1. RATIONALE

The Department of Education (DepEd)-CAR continues to uphold its mandate as specified in Republic Act No. 9155 s. 2001 which is to ensure that educational policy frameworks in the region reflect the values, needs and expectations of the communities being served. Specifically, section 5 of this act emphasizes the "Principle of Shared Governance which recognizes that every unit in the education bureaucracy has a particular role, task and responsibility inherent in the office and for which it is principally accountable for outcomes." It is in this light that the Education Support Services Division (ESSD) of DepEd-CAR was established to assist the Schools Divisions through timely mobilization and equitable distribution of resources, technical assistance and building of strong partnerships with stakeholders for increased support and resources for the effective and efficient implementation of sustainable special programs, projects and services. These acts ultimately aim to provide learners with a conducive learning environment thereby strengthening the delivery of quality basic education in the region.

The Regional Office recognizes partners and stakeholders, including potential partners who extend help and invest, thus addressing the various needs in education such as school facilities and information and technology support packages, infrastructure or non-infrastructure, learners' and teachers' support packages under the Adopt-a-School Program, Brigada Eskwela, or other activities or programs whether in the Regional, Division, or School levels.

DepEd Order No. 40, s. 2015 on the Guidelines on K to 12 Partnerships sets the general guidelines designed to help personnel from the Central Office, Regional, Schools Division, and public elementary and secondary schools in undertaking the steps of Partnership-Building Activities. It states that the primary goal of partnership-building is to improve the capability of DepEd and public schools to implement the K to 12 programs.

All provisions of DO 40, s. 2015 are to be complied with in establishing partnerships. These regional guidelines will provide direction in the context of DepED-CAR and will specify roles of each governance level in ensuring smooth partnership endeavors. Furthermore, partnership mechanisms not specified in DO 40, s. 2015 are provided clarification in this guideline.

Involving external partners then contributes to the joint responsibility in bridging the gaps by way of shared expertise, knowledge and experience with the Regional Office, Schools Division Offices, and schools.

Therefore, a contextualized Partnership Guidelines has been crafted to align with other DepEd related issuances which shall define the guideline for DepEd-CAR in identifying, establishing, engaging, and sustaining works with stakeholders and partners with respect to its programs, projects, and activities.

Ultimately, this contextualized Partnership Guidelines shall give life to the DepEd mission of protecting and promoting the right of every Filipino to quality, equitable, culture-based, and complete basic education. The family, community and other stakeholders are expected to actively engage in a shared responsibility of developing lifelong learners in the Cordillera context relevant to its culture, customs and traditions and trust parties in the region.

II. OBJECTIVES

A. General objective

To improve the implementation of programs, projects and activities by engaging relevant partners.

B. Specific objectives

- a. To define the guidelines for DepEd-CAR in identifying, establishing, engaging, and sustaining works with stakeholders and partners with respect to its programs, projects, and activities.
- b. To delineate roles and responsibilities of partnership focal persons for each governance level.
- c. To define coordination structure of each partnership focal persons for each governance level.

III. SCOPE

The guidelines enclosed shall be for the guidance of all public elementary and secondary schools, ALS learning centers, SPED centers, districts, Schools Division Offices and the Regional Office as they establish partnership with external stakeholders.

All partnership endeavors shall target DepEd's goal of improving learning outcomes; hence focus on curriculum implementation and learning delivery and other partnership mechanisms that support learners.

IV. DEFINITION OF TERMS

Adopt-a-School Program shall refer to a program which allows private entities to assist a public school in a particular aspect of its education program within an agreed period (DO 7, s. 2018).

Customer /Client shall refer to all the direct beneficiaries of each of the processes involved.

Donation is anything of value that is given for free which may be in the form of, but not limited to, a parcel of land, infrastructure such as buildings, classrooms and the like, machines, equipment, materials, tools, training, consultancy, logistics and other technical support, following Department of Education'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.

Local Stakeholders Convergence (LSC) refers to convergence activities among stakeholders which helps schools to network and learn from other stakeholders in terms of establishing partnerships, program implementation, and other practices (DO 7, s. 2018).

Memorandum of Agreement (MOA) is a legally binding document which spells out the specific terms and conditions between and among parties entering a partnership to implement a program, project, or any other similar understanding. It can be entered into at the central, regional, division, and school level. The scope and limitations of the MOA shall not be contrary to law, culture, customs, and morals.

Memorandum of Understanding (MOU) 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 MOA. It can be entered into with partners at the central, region, or schools' division levels of DepEd.

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, Companies, Cooperatives, Socio-Civic Organizations (NGOs/CSOs), Faith-based Organizations, Academe, Technical-Vocational Institutions (TVIs) and TESDA Training Institutions (ITIs), 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.

Partnership refers to the institutionalized linkage or relationship established by DepEd Regional Office, Schools Division Offices and schools with other organizations to implement a work immersion program, teacher training, use of facilities and donations aligned with the K to 12 curriculum that will benefit DepEd Programs. Such partnerships may be formalized through a Memorandum of Agreement or a Memorandum of Understanding.

Partnership Proposal is an intervention to provide additional resources from partners to enrich the education experience. Stakeholders shall refer to all

those who have stakes in education. These include everyone within the Department of Education, as part of the internal stakeholders, and all those other sectors, organizations, and agencies, which are considered part of the external stakeholders. It shall refer to Individuals or organizations that enter into agreement with DepEd CAR or any of its Divisions or schools to enable DepEd to strengthen its capability to deliver basic education. The stakeholder may be, but are not limited to, local government units (LGUs), national government agencies (NGAs), private institutions, like private companies, cooperatives, socio-civic organizations, nongovernment or civil society organizations (NGOs/CSOs), faith based organizations, higher education institutions (HEIs), technical vocational training institutions (TVTVIs), both technical-vocational institutions (TVIs), and technical education and skills development authority (TESDA), training institutions (Tis), 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 students, (DO 7, s. 2018).

V. POLICY STATEMENT

This policy will be referred to as the Enhanced Guidelines on Partnerships and Linkages which shall serve as the framework for program implementations, especially those that will address/or cater to the issues and concerns that relate to the importance of partnership building and linkages in the delivery of quality basic education.

VI. PROCEDURES

A. Profiling and Assessing DepEd's Potential Partners based on resource gaps and critical needs using the tools for establishing potential partner qualification checklist (Enclosure 1) in coordination with the Partnership Focal. This includes the types of partnership that the two partner organizations enter into an agreement.

Types of Partnership

- a. **Contract of Service.** The school and partner organization enter into an agreement where the partnering organization provides the necessary services for the school for remuneration.

The partnership agreement needed is a contract of service to serve as the basis for the payments of service fees, subject to rules and regulations on procurement and fund utilization.

- b. **Direct Funding.** The partner organization provides the funding to the school so that the latter may design, implement, monitor, and evaluate their own project. The schools are the ones accountable to the funding agency for the success or not of their project. The partnership agreement needed shall be the Memorandum of Agreement.

- c. **Joint Venture or MOA.** The schools can partner with one or more organizations in the designing, implementation, and evaluation of a project. The resources are pooled for participating organizations. The roles of each are stipulated in the Joint Venture Agreement.
 - d. **Deed of Donation.** This is a document that transfers the title of ownership of a property from one person (donor) to another (donee). This type of transfer does not require any consideration, meaning it is usually done free of charge. In most cases, donations between family members and close friends are made this way.
 - e. **Infrastructure and Real Property.** An agreement between the school and the partner where the latter transfers real property or constructs a school building or school-related facility to the former. The partnership needed shall be the usufruct agreement, memorandum of agreement, can be in the form of Usufruct Agreement or Deed of donations with acceptance. For school sites donations special power of Atty from the Secretary of Education authorizing the SDS or RD is required.
 - f. **In-kind Donation.** An individual, family or organization donates materials, equipment or in kind that will for the learners, teachers or for instructional purposes as it is within the prescribed through Deed of Donation with Acceptance shall be the partnership agreement needed.
 - g. **Grant.** The partner provides scholarship grants to a deserving student or to deserving teaching and non-teaching personnel who wish to advance his/ her degree. This could also be attendance at a local or international seminar, conference, or training. The partnership agreement needed is a MOA or MOU.
 - h. **Technical assistance.** The school or partner provides each other technical support based on the needs and capability or expertise. An example of this is the partner who can provide technical-legal support or advice to a school or the school that can provide its partners with a resource person with a training workshop for its employees or vice versa. The partnership agreement needed is MOA or MOU.
- B. Assessment of Resource gaps shall be through:
- 1. assessment of SIP by the SDO (SIP/DEDP in case of SDOs and REDP in case of RO) and identifying the challenges in the accomplishment of its projects and activities faced by the school and their learners (RO/SDO);
 - 2. facilitate an internal consultative workshop to articulate the needs, challenges, limitations, strengths, and future direction of the school before conducting stakeholders' convergence; and
 - 3. engagements/actual meetings with potential partners which includes setting appointments, discussions on the critical needs and potential partners' offers, agreements and ways forward among others highlight the actual meeting.

C. Building, Sustaining, and Recognizing Partnership Supports

The following procedures, mechanisms, strategies shall be implemented in building, sustaining, and recognizing partnerships:

1. Building Partnerships

- a. Assessment of gaps using the forms or templates provided for in DO 40, s. 2015, to check education-related needs that may need support through partnerships.
- b. Looking for partners shall be based on the results of the gap assessment. Examination of the profile and proposal of the external partner and ensure that the goal is geared towards the good of learners for the overall improvement of education outcomes.
- c. Forging of applicable partnership agreement is needed to formally seal the partnership.
- d. Documentation like photos videos, recordings and narrative reports shall be required to keep track of the partnership journey and to provide reference for future reports and proof of partnership support.

2. Recognizing Partnerships

Recognize the established partnerships across governance levels, through the following:

- a. Give merit to the support of partners through tokens of appreciation and certificates of recognition.
- b. Conduct stakeholders' convergences to showcase the support of the partners.
- c. Memorialize the journey and best practices through journals articles, and other similar publications and different media.

3. Sustaining Partnerships

To be able to sustain established partnerships across governance levels, the following strategies can be adopted:

- a. Monitor the extent of partnership support.
- b. Evaluate the effect of partnership supports on the improvement learning outcomes.
- c. Constant Implementation, open communication with the partners to ensure participatory and consultative planning, implementation and decision making.

E. Institutionalizing Partnership Mechanisms

The following shall guide the schools, Schools Division Offices and Regional Office Functional Divisions in establishing partnerships:

- i. Partnership, as a Key Result Area, is under the Education Services Support Division for the Regional Office, the Social Mobilization and Networking for the Schools Division Offices and School Heads for the schools. Hence, they shall oversee all partnership efforts done at their governance level.
- ii. ESSD/SGOD/School Heads shall facilitate the execution of the applicable partnership agreement such as MOA or MOU Deed of Donations and the like.
- iii. Partnership agreements done at the regional level with external partners shall encompass the whole DepED-CAR, which includes the eight (8) Schools Division Offices, public elementary and secondary schools and learning centers, especially if it is with the same external partner. This implies that divisions and schools need not forge separate, except in cases where the school or division forges partnership for special programs, projects, activities based on their context.
- iv. SDO and RO Functional Divisions that have their own partners must coordinate with the ESSD/SGOD, not only to inform them of the partnership, but also to request guidance in formally forging, sustaining, and recognizing the established partnership.
- v. Schools shall include plans for partnership with external stakeholders in their School Improvement and Annual Implementation Plans, REDP for the regional office and DEDP for the SDOs. Funds related to partnership activities or initiatives shall be charged against the school funds for Maintenance, Operating, and Other Expenses (MOOE).
- vi. Resources generated out of partnership agreements shall be recorded and shall be included in the school/office trust fund to be used for education-related purposes or specific projects, plans, and activities stipulated in the SIP and AIP. Likewise, these resources shall be recorded in the DepEd Partnerships Data-based System (DPDS) by the concerned schools and offices that received the donations.

F. Authorized Signatories for Partnership Agreements

The Regional Director, Schools Division Superintendents, or School Heads shall be the official signatories of partnership agreements entered into by the regional office, schools division offices, or schools, respectively (DepEd Order No. 40 s. 2015).

Before signing any MOA, the legal officer (Regional Office and Schools Division Office) shall review and give comments for its improvement

G. Roles Per Governance Level

The Regional Office, through the ESSD, shall oversee all partnership endeavors being undertaken at the Regional Office, Division and Schools.

The Division Office, through the Schools Governance and Operations Division (SGOD), shall monitor the implementation of this guideline within their jurisdiction.

The School Head shall also monitor the implementation of this guideline in his/her school.

The roles and activities per governance level are described below.

ROLES	ACTIVITIES
A. Regional Office/ESSD	
. Manages resource gap analysis	. Conduct resource gap analysis. . Prepare data of resources and potential partners
. Provides technical assistance to the functional divisions in engaging partners.	. Coordinate with the functional divisions in engaging partners, drafting MOA, processing of recording donations in the DPDS and sustaining partnerships with potential partners. . Collect list of donations generated by the functional divisions for the use of the regional office and record in the DPDS.
. Mobilizes/Engages partnership regionwide such as School Site Titling with DENR, implementation of GPP with DA, partnership on research with HEIs, OJT/Immersion with business/LGU/GO/Private partners	. Conduct advocacy. . Engage partners/stakeholders. . List down potentials partners. . Prepare profile of the potential partners. . Submit list of potential partners with their profile to the Regional Director for approval.
. Establishes partnership.	. Prepare shortlist of potential partners. . Coordinate with potential partners to align goals and needs. . Draft MOA/MOU with the partners.
. Facilitates coordination with all concerned offices.	. Coordinate with the legal office for the review and finalization of MOA/MOU. . Facilitate the execution of MOA/MOU between or among the partners and the Regional Director

. Nurtures the partnership through monitoring and evaluation.	<ul style="list-style-type: none"> . Coordinate with partners regularly. . Maintain good working relationships. . Identify and anticipate issues, and develop solutions. . Monitor implementation of the MOA/MOU terms and conditions. . Conduct annual recognition of partners. . Recommend actions to be taken to the Regional Director.
. Facilitates turnover and acceptance of donations	<ul style="list-style-type: none"> . Coordinate with top management on the turnover ceremony. . Prepare certificate of acceptance of donations/projects turned over to the regional office.
. Monitors the implementation of partnerships and linkages in the SDOs and the through the DPDS.	<ul style="list-style-type: none"> . Consolidate reports from the SDOs. . Generate and summarize donations from the DPDS.

ROLES	ACTIVITIES
Schools Division Offices/ SGOD	
. Manages resource gap/situational analysis	<ul style="list-style-type: none"> . Conduct situational/resource gap analysis. . Prepare gap analysis report and potential qualification checklist and submit it to DepEd-CAR through the ESSD. . Conduct orientation on partnerships to school heads.
. Mobilizes/Engages partnership with corporations, private companies, LGU, private and government agencies such as mining companies, hydroelectric corporations, cooperatives and others that are operating within their jurisdiction.	<ul style="list-style-type: none"> . Conduct advocacy. . Engage partners/stakeholders. . List down potential partners. . Prepare profile of the potential partners. . Submit list of potential partners with their profile to the Schools Division Superintendent for approval.
. Establishes partnership on specific programs and projects not covered by RO.	<ul style="list-style-type: none"> . Prepare shortlist of potential partners. . Coordinate with potential partners to align goals and needs. . Draft MOA/MOU with the partners.

<ul style="list-style-type: none"> . Provides technical assistance to other offices and schools in the SDOs and in engaging partners. 	<ul style="list-style-type: none"> . Coordinate with the different offices and schools in engaging partners, drafting MOA, processing of recording donations in the DPDS and sustaining partnerships with potential partners. . Collect list of donations generated by the different offices for the use of the SDO and record in the DPDS. . In case the donations are for the schools, the SDO will provide a copy of donation documents to the school. The school head shall record the donations in the DPDS.
<ul style="list-style-type: none"> . Facilitates coordination with all concerned offices. 	<ul style="list-style-type: none"> . Coordinate with the legal office for the review and finalization of MOA/MOUs. . Facilitate the execution of MOA/MOU between or among the partners and the SDS.
<ul style="list-style-type: none"> . Nurtures the partnership through monitoring and evaluation. 	<ul style="list-style-type: none"> . Coordinate with partners regularly. . Maintain good working relationships. . Identify and anticipate issues, and develop solutions. . Monitor implementation of the MOA/MOU terms and conditions. . Conduct annual recognition of partners. . Recommend actions to be taken to the Schools Division Superintendent.
<p>Sustains and Institutionalizes partnership and linkages with stakeholders.</p>	<ul style="list-style-type: none"> . Expand partnership through exploring additional partners.
<ul style="list-style-type: none"> . Facilitates turnover and acceptance of donations 	<ul style="list-style-type: none"> . Coordinate with top management on the turnover ceremony. . Prepare certificate of acceptance of donations/projects turned over to the SDO.
<ul style="list-style-type: none"> . Monitors the implementation of partnerships and linkages in the schools and through the DPDS. 	<ul style="list-style-type: none"> . Consolidate reports from the schools. . Generate and summarize donations from the DPDS.

ROLES	ACTIVITIES
Schools/Community Learning Centers (School Head)	
. Manages resource gap/situational analysis	. Conduct situational/resource gap analysis. . Prepare gap analysis report and potential qualification checklist and submit it to SDO through the SGOD.
. Mobilizes/Engages partnership with corporations, private companies, LGU, private and government agencies such as mining companies, hydroelectric corporations, cooperatives and others that are operating within their jurisdiction.	. Conduct advocacy. . Engage partners/stakeholders. . List down potential partners. . Prepare profile of the potential partners. . Submit list of potential partners with their profile to the Schools Division Superintendent for approval.
. Establishes partnership on specific programs and projects not covered by RO and SDO.	. Prepare shortlist of potential partners. . Coordinate with potential partners to align goals and needs. . Draft MOA/MOU with the partners.
. Facilitates coordination with all concerned offices.	. Coordinate with the legal office for the review and finalization of MOA/MOUs. . Execution of MOA/MOU with the partners for partnership initiative of the school for special projects and programs.
. Nurtures the partnership through monitoring and evaluation.	. Coordinate with partners regularly. . Maintain good working relationships. . Identify and anticipate issues, and develop solutions. . Monitor implementation of the MOA/MOU terms and conditions. . Conduct annual recognition of partners. . Recommend actions to be taken to the Schools Division Superintendent.
. Sustains and institutionalizes partnership and linkages with stakeholders	. Expand partnership through exploring additional partners.

<p>. Facilitates turnover and acceptance of donations</p>	<p>. Coordinate with top management on the turnover ceremony. . Prepare certificate of acceptance of donations/projects turned over to the School.</p>
<p>. Records all donations (including in-kind donations) in the DPDS monthly.</p>	<p>. Prepare a list of all donations generated by the school and record in the DPDS.</p>

VII. MONITORING AND EVALUATION

Adherence to these guidelines shall be monitored by the Regional Office through the Education Support Services Division. Feedback from monitoring shall be evaluated by the ESSD and results shall be reported to the Regional Executive Committee. SDO partnerships shall be reported during the Quarterly Program Implementation Review conferences facilitated by the Quality Assurance Division.

Actual implementation will adhere to the formal agreement between the parties. The execution of the partnership agreement will be monitored using the enhanced DepEd Partnership Database System to ensure compliance by the parties in the implementation of the agreement. Periodic monitoring and evaluation will also be done by the ESSD.

VIII. REPEALING CLAUSE

These guidelines repeal Regional Memorandum No. 582 s. 2021 and other related issuances which are inconsistent herewith.

This clause ensures that the guidelines provided here take precedence and are the governing principles for all partnership-related matters.

IX. REFERENCES

Compendium Version 2 (2018), DepEd

Compendium Version 3, DepEd

DepEd Order No. 7, s. 2018 on Guidelines on the Utilization of Program Support Funds for Partnership Building and Linkages.

DepEd Order 16, s. 2017 on Research Management Guidelines.

DepEd Order No. 24, s. 2016 on Guidelines on Accepting Donations for the Availment of Tax Incentives by Private Donor — Partners Supporting the K to 12 Program.

DepEd Order No. 40, s. 2015 on Guidelines on K to 12 Partnership.

DepEd Order No. 2, s. 2013 on Revised Implementing Rules and Regulations of RA 8525 Otherwise known as the Adopt-a School Act of 1998.

DepEd Order No. 55, s. 2013 on Implementing Rules and Regulations of RA 10627 otherwise known as the Anti-Bullying Act of 2013.

DepEd Order No.6, s. 2012 on Guidelines on the Adoption and Implementation of Public Health Policies on Tobacco Control and Protection against Tobacco Industry Interference (which expressly

prohibits all forms and manners of cooperation or partnership with tobacco industry in all areas of the country).

DepEd Order No. 39, s. 2009 on the commercialization of schools also prohibits the appearance of any form of institutional endorsement by DepEd for any commercial product or service within the school premises in exchange for any school-industry partnership.

Regional Memorandum No. 582 s. 2021 "Regional Guidelines on Partnerships and Linkages.

Republic Act No. 7877 on Act Declaring Sexual Harassment Unlawful in the Employment, Education or Training Environment, and for other Purposes.

Republic Act No. 9155 on Act Instituting a Framework of Governance for Basic Education, Establishing Authority and Accountability, Renaming the Department of Education, Culture and Sports as the Department of Education, and for Other Purposes.

Republic Act No. 8525 on Adopt-A-School Act of 1998 and related DepEd Issuances for corporate donations.

Revenue Regulations No. 10-2003 on Implementing the Tax Incentives Provision of RA 8525 Otherwise known as the Adopt-a School Act of 1998.

Revenue Memorandum Circular NO. 86-2014 on Clarifying the Valuation of Contributions or Gifts Actually Paid or Made in Computing Taxable Income.

CSC-DOH Joint Memorandum Circular No. 2010-01 on Protection of the Bureaucracy Against Tobacco Industry Interference.

Labor Code of the Philippines on Relevant labor laws and issuances especially in the fields of internships, apprenticeship, on-the-job training, and others

Article 218 and 219 of the Family Code on the special parental authority and responsibility of schools, administrators, and teachers.

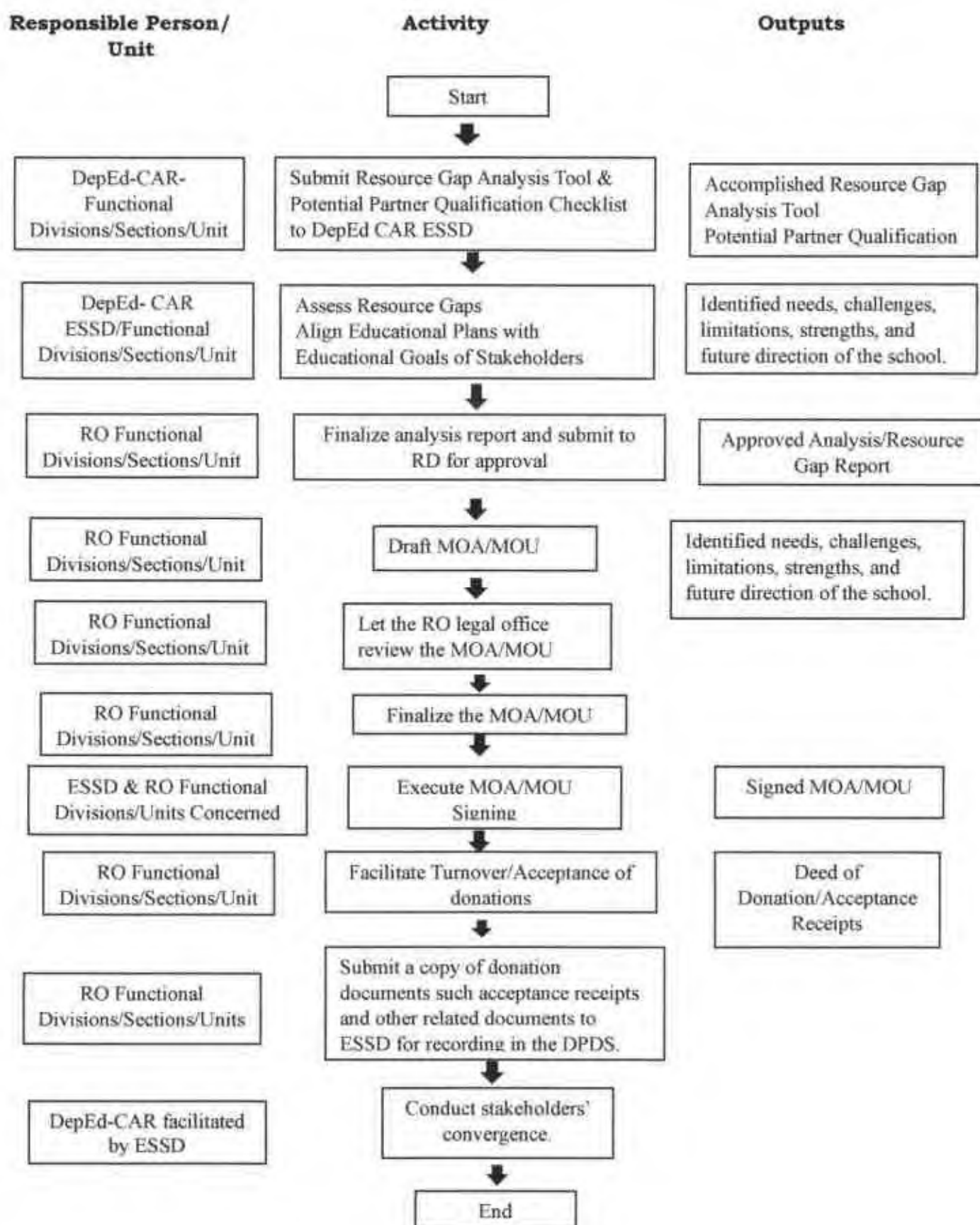
VIII. EFFECTIVITY/ TRANSITORY PROVISIONS

These guidelines shall take effect immediately upon approval and upon publication on the DepEd-CAR website.

Annex A

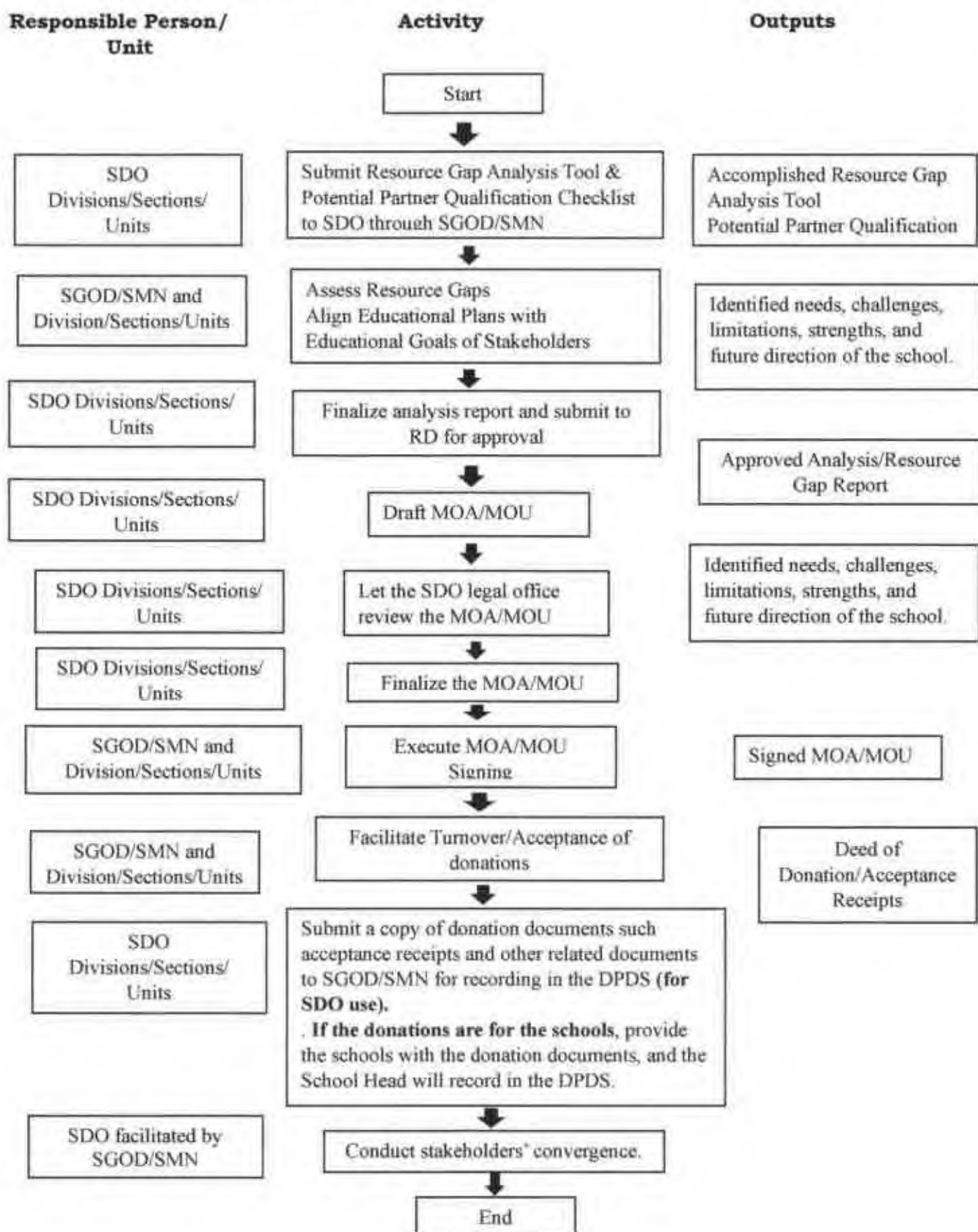
PARTNERSHIP FLOW

A. Regional Office



PARTNERSHIP FLOW

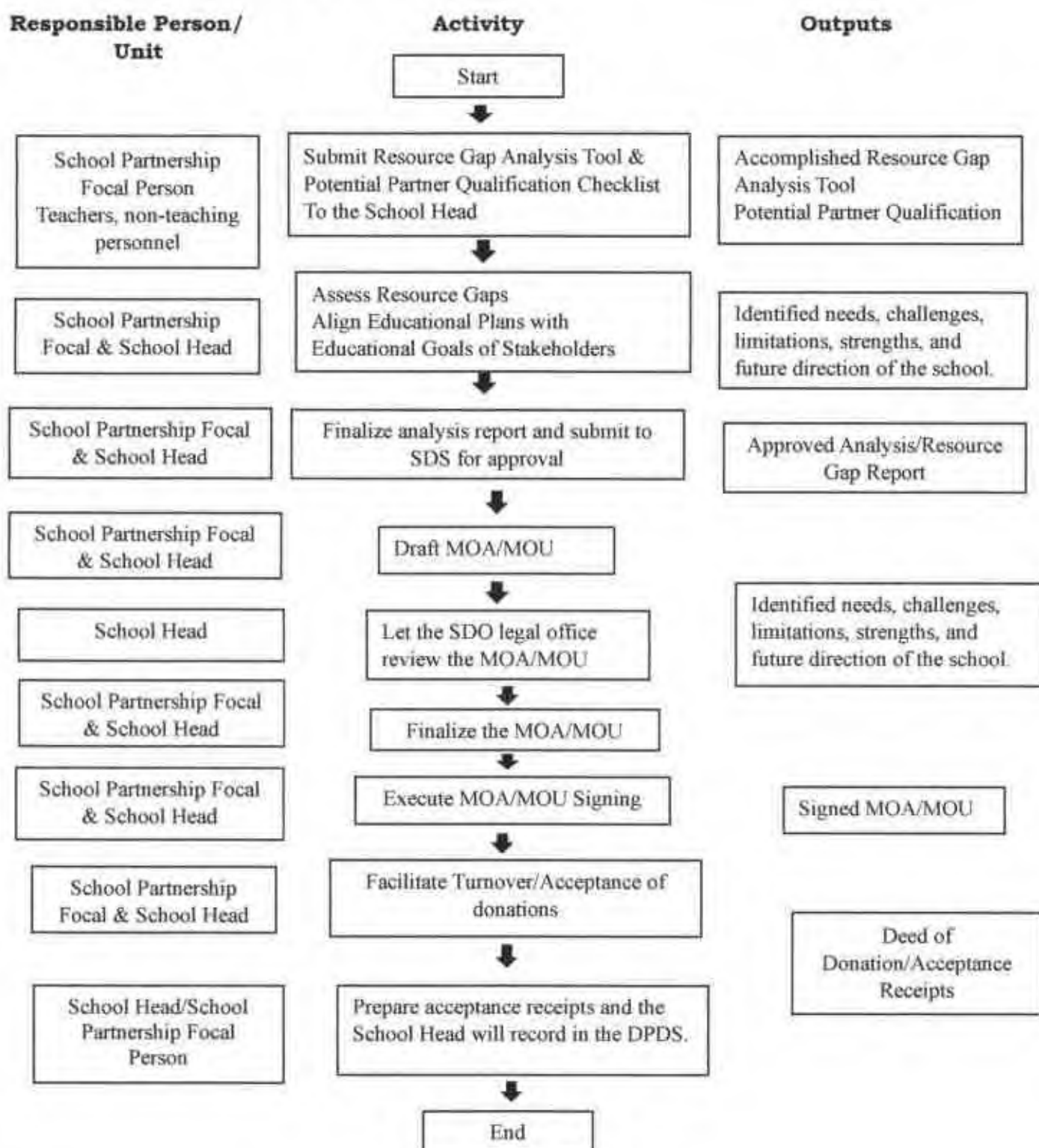
B. Schools Division Office



Annex C

PARTNERSHIP FLOW

C. Schools/Community Learning Centers



PROFILE PARTNER QUALIFICATION CHECKLIST

PROFILE	
Name of Organization: _____	
Name of Head/President/Owner: _____	
Office Address: _____	
Contact Number: _____	Email Address: _____
Contact Person: _____	Designation: _____
Type of Partner Organization: <input type="checkbox"/> Private <input type="checkbox"/> Government <input type="checkbox"/> Civil Society Organization <input type="checkbox"/> International Organization <input type="checkbox"/> Others: _____	
Year Established: _____ SEC/CDA Registration No.: _____	
Other Certifications: _____ Copy of SEC/SDA Certification <input type="checkbox"/> Yes <input type="checkbox"/> No	
PROPOSED PARTNERSHIP	
Proposed Project/s: _____	
Type of intervention: _____	
Areas to be covered: _____	
Total Amount (Php): _____ To avail Tax Incentives: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Partnership Initiative of: <input type="checkbox"/> Legal <input type="checkbox"/> QAD <input type="checkbox"/> ASD <input type="checkbox"/> Finance <input type="checkbox"/> ESSD <input type="checkbox"/> FTAD <input type="checkbox"/> NEAP/HRDD <input type="checkbox"/> PPRD <input type="checkbox"/> CLMD <input type="checkbox"/> PAU <input type="checkbox"/> ICTU Others: _____	
Project Similar with other Organizations: _____	
Scope of Services: <input type="checkbox"/> Infrastructure (Classroom, CR, Clinic, etc) <input type="checkbox"/> Health Equipment/Materials <input type="checkbox"/> ICT Equipment Materials <input type="checkbox"/> Technical Assistance to Educational Performance Development of Learners <input type="checkbox"/> Food Package/Clothing/Shoes <input type="checkbox"/> Others (Please Specify): _____	
Services are within the identified assessment gaps/needs of the schools/learners: <input type="checkbox"/> Yes <input type="checkbox"/> No	

PARTNERSHIP ASSESSMENT TOOL

A. BASIC INFORMATION ABOUT PARTNER

Full name of the organization and abbreviation:	
Assessment carried out by:	
Address and E-mail of contact person:	
Date of Assessment:	
Sources of Verification: (meeting, document review, other)	
Existing Partnership with this Organization?	
If yes, when did cooperation with this organization start?	

B. SUGGESTED PREREQUISITES WHEN SELECTING NEW PARTNER ORGANIZATION

Prerequisites	Yes	Comments
The organization is legally registered in the country		
The organization has a Management Board		
The organization produces an annual audited financial statement		
The organization and its senior management have been screened against counterterrorism lists and you confirm there is no match		

C. BACKGROUND AND GOVERNANCE

Type of organization (NGO, government, research institution, other)		
Year it was found		
Date last assessment (for existing partner organizations)		
Date of last external evaluation carried out on this organization and by whom (for potential new partner organizations)		
Organizational Structure	Yes	No
Are there organizational by-laws?		
Is there a stated mission and vision?		
Does the organization have a constituency/membership base?		
Is there an organizational structure/chart?		
Board Function	Yes	No
Are regular board meetings held?		
Is documentation from meetings/minutes available?		
Are agenda items relevant to the work of board?		

Your Assessment	Weak	Fair	Strong
Comments			

D. EXTERNAL ENGAGEMENT AND INFLUENCE

Networks and Coordination	Yes	No
Is the organization involved in networking with other NGO's, humanitarian organizations or network?		
Does the organization coordinate its work with other NGO's (local, national, international)?		
Is there visible community participation, and does the organization directly interact with beneficiaries?		
Government Interactions		
Does the organization coordinate with the government/authorities?		
Does the organization engage in public processes?		
Information and Advocacy		
Does the organization produce information materials regularly?		
Does the organization hold public events for fundraising or other purposes?		
Does the organization work through the media?		
Does the organization use advocacy as a foundation of its work?		
Does the organization perform any lobbying activities?		
Counterterrorism Policies and Procedures		
Does the organization have and follow counterterrorism policies and procedures that enable it to comply with donor requirements, such as systematic vetting of its implementing partners and suppliers against recognized lists of terrorists?		

What influence does the organization have?	
Who has the influence over the organization?	
Can the potential partner negatively affect your organization's credibility and legitimacy? What and how significant are the risk factors? How important could the partnership be for your organization? If criticism has been raised, how was the organization addressed this?	

Your Assessment	Weak	Fair	Strong
Comments			

E. PROGRAM CAPACITY

What is the mission statement of the organization?	
What are the target group(s)/beneficiaries of the organization?	
What is the geographical focus of the organization?	
What is the program focus of the organization?	

Does the organization:	Yes	No
Uphold and abide by the humanitarian principles?		
Support the provision of impartial assistance solely based on needs?		
Operate independently without the imposition of a political agenda?		
Uphold a do-no-harm approach?		
Have a long-term plan/strategy in place?		
Have a framework for Accountability to Affected Populations		
Have a Code of Conduct?		
Have policies and procedures to prevent sexual exploitation and abuse?		

Your Assessment	Weak	Fair	Strong
Comments			

F. FINANCIAL CAPACITY

What donors are currently supporting the organization's program activities?	
What is the current overall budget for the organization's activities?	

Accounting System	Yes	No
Is there detailed accounting manual?		
Does the organization have the necessary software for accounting?		
Are the financial documents properly maintained?		
Are costs booked in the accounts in a timely manner?		
Can the organization provide periodic financial reports at the project level?		
Financial Control		
Does the organization have its own bank account registered in its own name?		

Is the external audit carried out in a timely manner?		
Does the organization comply with audit requirements?		
Are the financial records accurate?		
Cost Effectiveness		
Is the organization cost conscious/are alternatives considered to minimize costs?		
Are quotations or invoices collected before purchases collected before purchases are made?		

Your Assessment	Weak	Fair	Strong
Comments			

Overall Rating/Summary	Weak	Fair	Strong
Background and governance			
External engagement and influence			
Program capacity			
Financial capacity			

Recommendation Based on the Assessment	
Place/Date/Signature of person who carried out the assessment:	

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** is made and entered into this _____ at _____.

The _____ an agency of the government, with office address at _____, represented its _____, _____, herein referred to as _____.

-and-

The **DEPARTMENT OF EDUCATION, CORDILLERA ADMINISTRATIVE REGION (DEPED-CAR)**, with office address at Wangal, La Trinidad, Benguet, represented by its Director IV/Regional Director, _____, hereinafter referred to as "**DEPED-CAR**".

For the Region

The DEPARTMENT OF EDUCATION, a government entity mandated by laws particularly the 1987 Administrative Code (EO 292), Batas Pambansa Blg. 232 (Education Act of 1982), as amended by R.A. No. 9155 (The Governance of Basic Education Act of 2001), represented herein by the Regional Director of the DepEd-CAR, (name of official), with office address at (address of the office).

For the Schools Division Office

The DEPARTMENT OF EDUCATION, a government entity mandated by laws particularly the 1987 Administrative Code (EO292), Batas Pambansa Blg. 232 (Education Act of 1982), as amended by R.A. No. 9155 (The Governance of basic Education Act of 2001), represented herein by the Schools Division Office of (name of office), (name of official), with office address at (address of the office).

For the School

The DEPARTMENT OF EDUCATION, a government entity mandated by laws particularly the 1987 Administrative Code (EO292), Batas Pambansa Blg. 232 (Education Act of 1982), as amended by R.A. No. 9155 (The Governance of basic Education Act of 2001), represented herein by the Schools Division Office of (name of office), (name of official), with office address at (address of the office).

WITNESSETH

WHEREAS, _____ is a government agency _____

WHEREAS, _____

WHEREAS, the DepEd _____

WHEREAS, the DepEd _____

WHEREAS, the general objective of _____

WHEREAS, _____ also aims to _____.

NOW THEREFORE, for and in consideration of the foregoing premises and the terms and conditions herein set forth, the parties hereby agree as follows:

1. Description of the Project

The _____

This partnership shall aim to provide the following vital aspects of the program to wit;

- a.
- b.
- c.

2. Obligation of _____

- a.
- b.

3. Obligation of DepEd

- a.
- b.
- c.
- d.
- e.

4. Scope of the Program

5. Effectivity and Duration

This Memorandum of Understanding shall take effect immediately upon signing by both parties and shall become effective _____.

6. Capacity and Authorization

The parties herein warrant that they have the capacity, power, and requisite authorization to enter this Agreement/Understanding. IN WITNESS WHEREOF, the parties have signed their names on _____ at _____.

PARTNER

DEPARTMENT OF EDUCATION

Head of Office

Regional Director

WITNESSES

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF BENGUET) S.S.

BEFORE ME, a Notary Public for and in the _____, on _____ personally appeared the above-name parties and their instrumental witnesses, known to me to be the same persons who executed this MEMORANDUM OF UNDERSTANDING, consisting of _____ pages, including the page on which this acknowledgment is written, signed by them on every page, and they acknowledged to me the same is their voluntary act and deed and of the office they represent.

WITNESS MY HAND AND SEAL.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of ____.

MEMORANDUM OF AGREEMENT

This Agreement made and entered into this ____ day of ____ at _____, Philippines, by and between:

The **CITY SCHOOLS DIVISION OF** _____ under the DEPARTMENT OF EDUCATION, an agency of the Republic of the Philippines, created by the virtue of Batas Pambansa Blg. 232 (Education Act of 1982), as amended by R.A No. 9155 otherwise known as "Governance of Basic Education Act of 2001", with the principal office address at _____, represented by its **Schools Division Superintendent**, _____, herein referred to as "**DEPED**";

-and-

_____, a corporation/organization duly organized and existing under the laws of the Republic of the Philippines, or an individual, with the office address at _____, represented in this transaction by its Business Development Officer, _____, hereinafter referred to as the "**PARTNER**";

WITNESSETH: That

WHEREAS, Republic Act 8525, otherwise known as "As Act Establishing the Adopt-a-School Program and Providing Incentives Therefore and for Other Purpose", was enacted to encourage private companies to assist in the delivery of better quality education to public schools in the country, particularly in the poverty-stricken provinces;

WHEREAS, Revenue Regulations No. 10 s. 2003, Implementing the Tax Provision of RA 589525 otherwise known as the Adopt-a-School Act 1998 has been issued by the Department of Finance thru the bureau of Internal revenue;

WHEREAS, DepEd has the responsibility of securing resources to make our public schools competitive and is now calling on the private sector to serve as a major partner in the nation's development and in the improvement of the public education system;

WHEREAS, DepEd believes that one way of achieving an enhanced learning environment and addressing the shortage of resources in the public schools is through the provision of _____ (description of intervention);

WHEREAS, the PROPONENT is a business enterprise/organization/an individual engaged in _____, and _____.

WHEREAS, _____ has responded to the call of DepEd for private sector participation in public education by developing a project entitled _____ which would _____ (cite its purpose) and which is aligned with the goals of DepEd's K to 12 Basic Education Program.

NOW THEREFORE, for and in consideration of the forging premises and the terms and conditions herein set forth, the parties hereby agree follows:

Section 1 Description of the Project

The project known as _____ (title) consists of the provision of _____, to _____ (cite the purpose of the intervention or its benefit to the schools/students/teachers)

Section 2 Rights and Obligations of the Concerned Parties

2.1 DepEd shall:

2.1.1 Provide policy guidelines and directions to ensure the proper implementation and completion of the project;

2.1.2 Coordinate with the adopting entities in the implementation of the projects' activities;

2.1.3 Assist in the implementation and in monitoring the progress of the project by ensuring the cooperation of the beneficiary schools and the division/regional offices;

2.1.4 Execute a Deed of Acceptance as a way of recognizing and acknowledging the support or donation received from the adopting entities;

2.1.5 Review, facilitate or endorse the application of the adopting private entity for tax incentive or tax exemption entitlement to the corresponding Revenue District Office;

2.1.6 Provide proper management, maintenance, and care for the support/intervention received by the beneficiary school/s, through the School Head/s or Principals, in close coordination with the adopting entity;

2.1.7 Ensure proper booking-up of donations through coordination with the school's property custodian or division's supply officer.

2.2 The "Proponent" shall:

2.2.1 *(on causing the planning & preparation and other obligations to be done about the project)*

2.2.2 *(on administering the efficient and effective implementation & adhering to basic safety practices or legalities of the project)*

2.2.3 (on stating that the expenses arising from the project will be paid out by the agreed party or person)

2.2.4 Execute a Deed of Donation in favor of DepEd for the completed project;

2.2.5 Render periodic report/assessment of the projects being implemented to DepEd as deemed necessary;

2.2.6 Submit to the Adopt-a-School Program Secretariat all pertinent documents in support to the amount specified/claimed for tax incentive application, with the submission date not later than _____ of the taxable year.

Section 3 Scope of the Project Beneficiaries

The _____ project _____ beneficiary/ies _____ shall _____ be _____

(list the name/s of the school beneficiary/ies and their corresponding complete address/es.)

Section 4 Project Cost

The estimated cost of the project covering the entire term is _____.

Breakdown of the cost:

Details	Cost
_____	_____
_____	_____
_____	_____
_____	_____
TOTAL	

Section 5 Project Effectivity

This Memorandum of Agreement shall take effect upon its signing and shall remain in full force and effect during the entire project duration which will be from _____ (state the start and end of the project)

Section 6 Capacity and Authorization.

The parties herein warrant that they have the capacity, power, and requisite authorization to enter into this Agreement.

Section 7 Separability Clause.

Should any part of this Agreement be judicially declared null and void, such nullity shall not affect the validity of the remaining provisions hereof.

Section 8 Breach of Contract

The violation or omission of any of the provisions of this Agreement shall be ground for the cancellation or rescission of the same without need for legal or court action.

Section 9 Amendments

This Agreement may be revised, amended, or modified only through a written instrument duly executed and signed by all parties.

SIGNED on the date and at the place first above written.

DEPARTMENT OF EDUCATION

By

ADOPTING/PARTNERING ENTITY

By

President/Head

SIGNED IN THE PRESENCE OF:



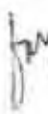
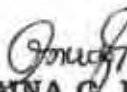


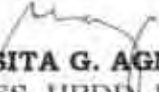

Republic of the Philippines
Department of Education
CORDILLERA ADMINISTRATIVE REGION

November 13, 2024

APPROVAL SHEET

The attached proposed ENHANCED REGIONAL GUIDELINES ON PARTNERSHIPS AND LINKAGE submitted by the Education Support Services Division (ESSD) was reviewed by the Regional Policy Review Committee (RPRC) on March 22, 2024 and recommended for approval.

Regional Policy Review Committee (RPRC) Members:

 CLEMENTE D. BANDAJO JR. OIC-CES, PPRD, Co-Chairperson	 GEORGINA C. DUCAYSO Chief-ESSD, Member	 ETHELYN B. TAQUED Chief-QAD, Member
 EDGAR H. MADLAING CES-FTAD, Member	 ROSITA G. AGNASI OIC-CES, HRDD, Member	JENNIFER P. ANDE Chief-CLMD, Member
 MAKSIM A. BOTILAS CAC, Member		

RECOMMENDING APPROVAL:


RONALD B. CASTILLO, CESO V
Asst. Regional Director, Chairperson

APPROVED:


ESTELA P. LEON-CARIÑO EdD, CESO III
Director IV/ Regional Director