



Republic of the Philippines
Department of Education
REGION VIII - EASTERN VISAYAS

April 5, 2024

REGIONAL MEMORANDUM

No. **404** 2024

CLARIFICATION ON THE HIRING OF THE SCHOOL-BASED FEEDING PROGRAM (SBFP) FEEDING COORDINATORS UNDER CONTRACT OF SERVICE (COS)

To: Schools Division Superintendents
Human Resource Management Officers
All Others Concerned

1. Attached is a Memorandum dated April 2, 2024 with the subject: **Clarification on the Hiring of the School-Based Feeding Program (SBFP) Feeding Coordinators Under Contract of Service (COS).**
2. Immediate dissemination of and compliance with this Memorandum are desired.


RONELO AL K. FIRMO
Director III
Officer-In-Charge
Office of the Regional Director

Enclosure: As stated

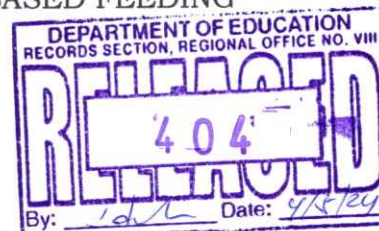
Reference: As stated

To be indicated in the Perpetual Index under the following subjects:

COORDINATOR
HIRING

CONTRACT OF SERVICE
SCHOOL-BASED FEEDING

AD-PS-EDR





Republic of the Philippines
Department of Education
BUREAU OF LEARNER SUPPORT SERVICES

DEPARTMENT OF EDUCATION
RECEIVED
RECORD SECTION - REGIONAL OFFICE NO. VIII
APR 03 2024
3683
3:01

OFFICE OF THE DIRECTOR

MEMORANDUM

DATE: 4/4/24 9:18

OFFICE OF THE DIRECTOR IV
Date and Time Received: APR 03 2024 3:37
Date and Time Released: APR 03 2024

FOR : **REGIONAL DIRECTORS**
Regions I- XII, CARAGA, CAR, & NCR
SCHOOLS DIVISION SUPERINTENDENTS

FROM : **ATTY. SUZETTE T. GANNABAN-MEDINA**
Officer-in-Charge, Director IV
Bureau of Learner Support Services and
Learner Rights and Protection Office

SUBJECT : **CLARIFICATION ON THE HIRING OF THE SCHOOL-BASED FEEDING PROGRAM (SBFP) FEEDING COORDINATORS UNDER CONTRACT OF SERVICE (COS)**

DATE : April 2, 2024

This has reference to the signed Memorandum on the Hiring of Contract of Service (COS) personnel for the Regional Offices (ROs), Schools Division Offices (SDOs), and the 15 SBFP Central Kitchen Training Centers (CKTCs), through the Regional Education Support Services Division (ESSD); Schools Governance and Operations (SGOD) - School Health and Nutrition Unit; and Schools of the 15 SBFP CKTCs, to support in the implementation of the School-Based Feeding Program starting Calendar Year 2024 chargeable against the Program Support Funds for FY 2024 (current and continuing) and the succeeding years.

The following guidelines are further issued for clarification:

1. Schools Division Offices under Large and Extra Large categories may hire more than one (1) Administrative Support (AS) II subject to availability of funds.
2. On Qualification Standards:
 - a. Qualifications of the SBFP-COS, Technical Assistant (TA) I assigned at the Regional Offices
 1. Bachelor's degree relevant to the job (e.g., nutritionist-dietitian, allied health);
 2. No training required;
 3. No experience required; and
 4. Graduate of Nutrition and Dietetics is an advantage



3F Mabini Building, DepEd Complex, Meralco Avenue, Pasig City
Telephone No.: (02) 632-9935; (02) 8635-3763 | Email Address: blss.od@deped.gov.ph

D2909

010.0001
4/3/24

- b. Qualifications of the SBFP-COS, Administrative Support (AS) II assigned at the Schools Division Offices
1. Completion of at least two years in college; or Senior High School graduate with specialization relevant to the job;
 2. No training required; and
 3. No experience required
- c. Qualifications of the SBFP-COS, Technical Assistant (TA) I assigned in Central Kitchens
1. Bachelor's degree relevant to the job (e.g., nutritionist-dietitian, allied health, hotel and restaurant management);
 2. No training required;
 3. No experience required;
 4. Graduate of Nutrition and Dietetics or Hotel and Restaurant Management is an advantage

For immediate implementation and dissemination.

Thank you very much.



Republic of the Philippines
Department of Education

DEPARTMENT OF EDUCATION
RECEIVED
RECORDS SECTION REGIONAL OFFICE NO. VIII
FEB 20 2024
2024
g200

MEMORANDUM

TO : **Regional Directors**
Assistant Regional Directors
Schools Division Superintendents

OFFICE OF THE DIRECTOR IV
FEB 21 2024 10:52
FEB 21 2024
Signature
Signature

FROM : **Atty. MICHAEL WESLEY T. POA**
Undersecretary and Chief of Staff
Officer-in-Charge, Office of the Undersecretary for Finance

Revsee A. Escobedo
Atty. REVSEE A. ESCOBEDO
Undersecretary for Operations

SUBJECT : **GUIDELINES ON THE HIRING OF SBFP FEEDING COORDINATORS UNDER CONTRACT OF SERVICE (COS) FOR THE SCHOOL-BASED FEEDING PROGRAM (SBFP)**

DATE : **November 30 , 2023**

This has reference to the hiring of Contract of Service (COS) personnel for the Regional Offices (ROs), Schools Division Offices (SDOs), and the 15 SBFP Central Kitchen Training Centers (CKTCs), through the Regional Education Support Services Division (ESSD); Schools Governance and Operations (SGOD) - School Health and Nutrition Unit; and Schools of the 15 SBFP CKTCs, to support in the implementation of the School-Based Feeding Program starting Calendar Year 2024 chargeable against the Program Support Funds for FY 2023 (continuing), 2024, and the succeeding years. The COS for hiring will be One (1) Technical Assistant (TA) I per Region; One (1) Administrative Support (AS) II per SDO, and One (1) Technical Assistant (TA) I for the 15 CKTCs.

I. Background

The School-Based Feeding Program (SBFP) is among DepEd's big ticket programs with a big annual budget allocation. With the Department's agenda, consistent with the thrusts of the national government embodied in the 8-point Socioeconomic Agenda and the 2023-2028 Philippine Development Plan, through the BEDP 2030 envisions accessible, equitable, and quality basic education services to ensure resiliency and well-being of its learners. The Department is now operating under the MATATAG basic education agenda which aims to: MA- Make the curriculum simple



2nd Floor, Rizal Building, DepEd Complex, Meralco Avenue Pasig City 1600
Website: www.deped.gov.ph
Telephone No.: (02) 633-7208; 633-7228; 687-2992; Fax No.: (02) 636-4876

D2698

DWD email
2/20/24

but relevant to produce competent and job-ready learners; TA- Take steps to accelerate delivery of basic education facilities and services; TA – Take good care of learners by promoting inclusive education and learner well-being, and ; G – Give support to teachers to teach better. For the SBFP, the most recent development in the National Expenditure Program for FY 2024 is the doubled budget allocation at P11.7 Billion Pesos to cover all undernourished Kinder to Grade 6 learners for 220 days.

The need for hiring TAs under COS was also brought about during consultations conducted by the SBFP under the Bureau of Learner Support Services – School Health Division (BLSS-SHD), with Regional Office Coordinators. This was also supported by the Management Team headed by Assistant Secretary Dexter A. Galban. In view of the foregoing, the following guidelines regarding the hiring of COS' are provided.

II. Financial Aspect

a. Funds for the Salary of the SBFP-COS

The hiring of COS for the Regional and Division Offices shall be achieved through the SBFP Program Support Funds (PSF) for Fiscal Year (FY) 2023 (continuing), FY 2024, and the succeeding years. Funds for the hiring of the COS at the ROs shall be chargeable against the RO SBFP-PSF; funds for the hiring of the COS at the SDOs shall be chargeable against the SDO SBFP-PSF; and the funds for the hiring of the COS for the 15 CKTCs shall be downloaded by BLSS-SHD.

Compensation items	Budget for COS		No. of ROs/ SDOs/ Schools	Total Amount for the Hiring of COS
	Maximum no. of Personnel	January to December 2024		
TA I				
<u>Base salary:</u> P25,000.00	1 per RO	P27,500.00	16	P5,280,000.00
<u>Premium:</u> P2,500.00				
AS II				
<u>Base salary:</u> P20,000.00	1 per SDO	P22,000.00	217	P57,288,000.00
<u>Premium:</u> P2,000.00				
TA I				
<u>Base salary:</u> P25,000.00	1 per School	P27,500.00	15	P4,950,000.00
<u>Premium:</u> P2,500.00				

b. Process of Hiring and Downloading of Funds

The hiring of the proposed COS shall be done by the ROs and SDOS following the qualifications stated hereunder. Thus, the payment for the COS shall be downloaded to the Regional Offices.

III. Hiring of Regional/Division COS for the School-Based Feeding Program

a. Place of Assignment

The SBFP-COS shall report to their respective ROs/SDOs/schools to assist the Regional/Schools Division School-Based Feeding Program Focal Persons under the School Health and Nutrition Unit (SHNU) and to act as Feeding Coordinators of the CKTCs.

b. Terms of Reference of the SBFP-COS, Technical Assistant (TA) I

The proposed COS to be hired for the ROs shall have the following terms of reference for the position of Technical Assistant I:

1. Provides technical and administrative support in delivering efficient and effective plans and activities of SBFP and related programs and activities (Nutrition-Support Program and Water, Sanitation, and Hygiene in Schools).
2. Assists in the integration and harmonization of SBFP policies and programs and related programs and activities in the region;
3. Assists in the monitoring and evaluation as well as preparation of reports on the implementation of SBFP and related programs and activities;
4. Assists in the preparation of technical documents such as concept notes, program plan, activity designs, accomplishment reports, and presentations among others regarding SBFP and related programs and activities in the region;
5. Assists in drafting letters, memoranda, and other types of communications;
6. Assists in the conduct of meetings, seminars, workshops, and trainings of SBFP and related programs and activities;
7. Assists in the coordination with different offices in the Department, other concerned government agencies, partners, and nutrition experts in the implementation of SBFP and related programs and activities as well as in the delivery of nutrition services and interventions;
8. Maintains database of SBFP and related programs and activities;
9. Attends meetings as assigned; and
10. Performs other functions as may be deemed necessary.

c. Qualifications of the SBFP-COS, Technical Assistant (TA) I

In relation to the above-mentioned terms of reference, the COS shall have the following qualifications:

1. Bachelor's degree relevant to the job (e.g., nutritionist-dietitian, allied health);

2. No training required;
3. No experience required;
4. Graduate of Nutrition and Dietetics is an advantage

d. Terms of Reference of the SBFP-COS, Administrative Support (AS) II

The proposed COS to be hired for the SDOs shall have the following terms of reference for the position of Administrative Support II:

1. Provides administrative support to ensure efficient operation of SBFP and related activities in the SDO;
2. Carries out administrative duties such as filing, recording, receiving/releasing documents, typing, copying, binding, scanning etc.;
3. Assists in the maintenance of database for SBFP and related programs and activities in the SDO;
4. Assists in the conduct of meetings, seminars, workshops, and trainings of SBFP and related programs and activities;
5. Assists in the monitoring and evaluation as well as preparation of reports on the implementation of SBFP and related programs and activities;
6. Contributes to team effort by accomplishing related results as needed; and
7. Performs other functions as may be deemed necessary.

e. Qualifications of the SBFP-COS, Administrative Support (AS) II

In relation to the above-mentioned terms of reference, the COS shall have the following qualifications:

1. Completion of at least two years in college; or Senior High School graduate with specialization relevant to the job
2. 8 hours of relevant training
3. 1 year of relevant experience

f. Terms of Reference of the SBFP-COS, Technical Assistant (TA) I

The proposed COS to be hired for the 15 CK pilot schools shall have the following terms of reference for the position of Technical Assistant I:

1. Acts as the School Feeding Coordinator and the Central Kitchen Focal Person;
2. Identifies the target beneficiaries based on the criteria provided, for approval by the School Head;
3. Finalizes the cycle menu for the whole duration of feeding, the Work and Financial Plan (WFP), and the Project Procurement Management Plan (PPMP) for approval by the School Head and for submission to the SDO;
4. Submits a copy of the approved PPMP to the School BAC and BAC Secretariat for the preparation of the School Annual Procurement Plan (APP) for approval by the School Head;
5. Establishes a School Core Group;

6. Identifies the parents/volunteers who shall help in the whole duration of the Program (identified parents/volunteers must be physically and mentally fit;
7. Orients all other SBFP implementers at the school on the program flow and its implementing guidelines;
8. Prepares the daily or weekly schedule of parent/volunteers who shall prepare and cook the menu for the day, prepare the feeding area, supervise the daily feeding program, and wash the dishes;
9. Supervises the work flow in the central kitchen;
10. Educates and trains parents, volunteers, and central kitchen staff who shall help in the food preparation and distribution;
11. Oversees the implementation of the program and facilitate prompt liquidation of SBFP downloaded funds;
12. Does the recording and reporting using the School-Based Feeding Program form;
13. Submits the terminal report at the end of feeding to the Schools Division Office through the District Office;
14. Reports any issues and concerns regarding the implementation of the program to the division SBFP Focal Persons; and
15. Does other related tasks.

As Training Center:

1. Explains what the BLT Central Kitchen is and its different elements; and
2. Demonstrates the day-to-day operations of the Central Kitchen for those LGUs who's going for benchmarking and training purposes.

g. Qualifications of the SBFP-COS, Technical Assistant (TA) I

In relation to the above-mentioned terms of reference, the COS shall have the following qualifications:

1. Bachelor's degree relevant to the job (e.g., nutritionist-dietitian, allied health);
2. No training required;
3. No experience required;
4. Graduate of Nutrition and Dietetics is an advantage

h. Issuance of Contract

The Regional/Schools Division Offices shall issue the contract (Service Agreement) of the abovementioned COS and execute the same in accordance with the Guidelines on the Hiring of COS issued by the Office of the Secretary, this Department, Civil Service Commission, Commission on Audit, and Department of Budget and Management.

IV. Supervision of SBFP-COS

The SBFP-COS shall be under the supervision of the Regional Director thru the Chief, Educational Support Services Division (ESSD), the Schools Division Superintendent through the Chief, Schools Governance and Operations Division (SGOD), and the Principal for the ROs, SDOs, and Schools, respectively.

The ROs/SDOs/Principals, shall ensure that the SBFP-COS completes and performs the tasks enumerated in Chapter 3 through the submission of an accomplishment report every 15th and 30th day of the month. Further, the accomplishment reports reviewed and approved by the Head or their designated Official, shall be submitted to the BLSS-SHD every month by email at sbfp@deped.gov.ph.

V. Roles and Responsibilities

a. Roles and Responsibilities of the BLSS-SHD (Central Office)

The BLSS-SHD shall be responsible for the following:

1. Download the funds to the SDOs through the ROs to cover the salaries for the period of twelve (12) months for the 15 COS of CKTCs;
2. Conduct orientation for the SBFP-COS about the activities, programs, and policies relative to the School-Based Feeding Program;
3. Supervise the SBFP-COS in performing the tasks according to the TOR;
4. Collect the monthly accomplishment report of the SBFP-COS; and
5. Participate in the conduct of screening of applicant SBFP-COS.

b. Roles and Responsibilities of the Regional/Schools Division Offices/Schools

The Regional Offices/Schools Division Offices shall be responsible for the following:

1. Allocate funding from the SBFP PSF for the salary of the SBFP-COS for twelve (12) months and ensure timely payments of salaries;
2. Conduct screening of the applicants for the SBFP-COS;
3. Prepare and manage the contract of the SBFP-COS, following the prescribed service agreement of the SBFP-COS (See Annex A);
4. Conduct orientation for the SBFP-COS about the activities, programs, and policies relative to the School-Based Feeding Program;
5. Supervise the SBFP-COS in performing the tasks according to the TOR; and
6. Review and approve the accomplishment report for submission to BLSS-SHD.

c. Roles and Responsibilities of the Schools

The Regional Offices/Schools Division Offices shall be responsible for the following:

1. Conduct orientation for the SBFP-COS about the activities, programs, and policies relative to the School-Based Feeding Program;
2. Supervise the SBFP-COS in performing the tasks according to the TOR; and
3. Review and approve the accomplishment report for submission to the SDO and to BLSS-SHD.

VI. Justification for Hiring

For the SBFP, the most recent development in the National Expenditure Program for FY 2024 is the doubled budget allocation at P11.7 Billion Pesos to cover all undernourished Kinder to Grade 6 learners for 220 days.

With the quantum leap expansion of the SBFP, it is greatly necessary to consider the SBFP as BIG program, thus needing additional technical and administrative support in the ROs/SDOs dedicated solely to the program. It is the first time that SBFP will be implemented year-round and it entails strengthened approach in monitoring the program, maintaining databases, monthly feedbacking of status, issues and concerns, among others.

In order to comply with the abovementioned legal bases and to carry out the implementation of the **School-Based Feeding Program**, there must be adequate staff to handle the work load of SBFP at all levels of DepEd staff and personnel (namely the Central Office, the Regional Offices, School Division Offices, and Schools).

Currently, the ESSD and SGOD, which serve as the division of the Regional/Schools Division Offices tasked to carry out all school health and nutrition programs/projects have already full work load. The hiring of Technical Assistants and Administrative Staffs will augment the current work load of the SBFP Focal Persons in order to ensure that the program will be implemented according to the implementation arrangements set by BLSS-SHD and that funds will be obligated and utilized to the highest extent possible for an efficient and effective implementation of the program .

For immediate implementation and dissemination.

Thank you very much.

Annex A. Proposed Service Agreement for COS hiring

SERVICE AGREEMENT			
FIRST PARTY		SECOND PARTY	
DEPARTMENT OF EDUCATION (DEPED) REGIONAL OFFICE NO. ____		Name	
Address		TIN	
Representative	(Name of Regional Office Director)	Address	
TERMS AND CONDITIONS			
Office/Place of Assignment	DEPARTMENT OF EDUCATION — REGIONAL OFFICE NO. ____		
Contract Period	November 1 to December 31, 2023	Comparable Position/Position	TECHNICAL ASSISTANT I/ADMINISTRATIVE SUPPORT II
Basic Service Fee per month	Php 25,000.00/Php 20,000.00	Premium Pay	Php 25,00.00/Php 2,000.00
GENERAL PROVISIONS			
<p>1. The FIRST PARTY engages the services of the SECOND PARTY at the rate equivalent to Php 35,000.00/ Php 25,000 and is expected to perform the functions detailed in the Terms of Reference attached hereto as Annex "A", which is made an integral part hereof. This notwithstanding, the SECOND PARTY cannot perform work rendered by regular personnel of the FIRST PARTY, unless necessary in the exigency of service.</p>		<p>9. The SECOND PARTY shall perform the services with the highest standards of professionalism, ethical competence, and integrity, and in this regard, strictly comply with the FIRST PARTY's code of conduct and other applicable policies, rules and regulations. The SECOND PARTY shall undergo and must pass the performance evaluation to be conducted by [HIS/HER] immediate supervisor or the department official duly designated by the Secretary. Failure to pass such evaluation may be a ground for termination of this Agreement.</p>	
<p>2. The SECOND PARTY must render work for at least five (5) days a week or whenever required to perform work. The SECOND PARTY must, twice a month, submit to the Personnel Division (PD) [HIS/HER] detailed Accomplishment Report (AR) and Daily Time Record (DTR) signed by [HIS/HER] immediate supervisor.</p>		<p>10. Nothing in this Agreement shall be construed as a guarantee for a permanent position or regularization of the SECOND PARTY. This notwithstanding, the SECOND PARTY may be considered for appointment to vacant plantilla positions in the FIRST PARTY's Organization Structure and Staffing Pattern, subject to existing Civil Service laws, rules and regulations.</p>	
<p>3. The FIRST PARTY may, in its discretion, transfer the SECOND PARTY to another, or additional, place of assignment, in a temporary or permanent capacity, without any change in the emoluments and other monetary privileges, taking into consideration the latter's background and qualifications.</p>		<p>11. During the first six (6) months of effectivity of this Agreement, the FIRST PARTY shall evaluate the performance of the SECOND PARTY, and upon the results thereof, determine whether or not to continue engaging the services of the latter for the next six (6) months, which shall in no case go beyond the current calendar year, subject to the availability of funds and continued need for the latter's services.</p>	
<p>4. The engagement of the SECOND PARTY shall be governed by the provisions, prohibitions, and limitations, including the qualifications and disqualifications, laid down in existing DEPED Department Orders, and other relevant laws, circulars, and issuances.</p>		<p>12. For the duration of this Agreement and for a period of six (6) months from its expiry or termination, the SECOND PARTY shall be prohibited from being engaged or otherwise employed by any private person or entity that has an existing contract with the FIRST PARTY.</p>	
<p>5. There shall be no employer-employee relationship between the Parties arising from, as a result of, or in relation to this Agreement. The SECOND PARTY shall neither be covered by the Civil Service Rules and Regulations for plantilla or regular personnel, nor shall [HIS/HER] services rendered be credited as</p>		<p>13. The SECOND PARTY may be allowed to travel only if it is: a) local; and b) required in the performance of [his/her] duties, as indicated in the TOR, subject to compliance with applicable laws, rules and regulations. The SECOND PARTY cannot go on official travels abroad at the expense of the government. Similarly, The SECOND</p>	

<p>government service. Nevertheless, [HE/SHE] shall be covered by the CSC COA-DBM Joint Circular No.1 s. 2017, as amended, and other relevant and applicable laws, policies, circulars, rules and regulations.</p>	<p>PARTY is not entitled to local and foreign training programs, seminars, conferences, and other similar gatherings that are facilitated, conducted, or sponsored at the expense of the FIRST PARTY.</p>
<p>6. The SECOND PARTY warrants that [HE/SHE] is of good moral standing, and has not been previously dismissed by reason of any administrative or criminal case, and that [HE/SHE] possesses the qualifications, education, experience, skills, or expertise required to perform the services.</p>	<p>14. The SECOND PARTY shall assign to the FIRST PARTY all intellectual property rights, including, but not limited to, patents, copyright, utility model, and related rights arising from the services that the former will render to the latter, in exchange for the service fee that the SECOND PARTY receives in connection with [HIS/HER] duties and responsibilities under this Agreement. The SECOND PARTY shall execute all documents, and do all acts as may be deemed necessary by the FIRST PARTY, to give effect to this provision.</p>
<p>7. The FIRST PARTY may, from time to time, subject the SECOND PARTY to random tests for prohibited or regulated drugs to ensure [HIS/HER] fitness for the job or work to be performed.</p>	<p>15. The provisions of relevant issuances, circulars, and department orders shall form an integral part hereof. In addition, all relevant laws, rules and regulations also apply and govern this Agreement.</p>
<p>8. The SECOND PARTY shall not be entitled to the benefits granted to regular plantilla employees, such as PERA, RATA, mid-year bonus, productivity incentive, thirteenth month pay, Christmas bonus, cash gifts, and other similar benefits under pertinent CSC, DBM, and COA laws, directives, policies, circulars, rules, and regulations on the matter.</p>	
<p>SERVICE FEE, OTHER REMUNERATIONS & FUNDING</p>	<p>NON-DISCLOSURE OF CONFIDENTIAL INFORMATION</p>
<p>1. The amounts due to the SECOND PARTY as Service Fee shall be payable in two (2) equal payments, subject to the existing guidelines on payment of Contract of Service, supported by the SECOND PARTY's duly approved AR and DTR, and subject to applicable government taxes.</p> <p>2. The SECOND PARTY may be allowed to claim transportation and other related expenses incurred during official and /or project-related local travels related to SECOND PARTY's functions as may be chargeable against the applicable General Appropriations Act (GAA) funds of the FIRST PARTY covering the period of this Agreement, in accordance with existing DepEd Issuances and Executive Order No. 77, s. 2019, and subject to availability of funds therefore, and under strict compliance with the budgeting, accounting, and auditing rules and regulations.</p> <p>3. The SECOND PARTY is entitled to premium pay based on their remuneration rate under the contract and in accordance with the existing guidelines of DepEd, and subject to availability of funds therefore, and under strict compliance with the budgeting, accounting, and auditing rules and regulations.</p> <p>4. This Agreement shall be funded from the GAA 2023 LSP Fund under the _____ for the fiscal year covering the effectivity period of this Agreement.</p>	<p>All the information received by the SECOND PARTY in connection with the services rendered to the FIRST PARTY, and marked or indicated in any way as proprietary and/or confidential shall not be disclosed or given to any third party. In case of doubt, the information shall be treated as confidential, except under the following circumstances:</p> <ol style="list-style-type: none"> Information already known or obliged by the receiving party by independent means through no breach of any obligation of confidentiality. However, when such information becomes an integral component of the DEPED on any of its undertaking, they shall be deemed as proprietary and/or confidential; Information in the public domain; Information required to be disclosed by law or pursuant to an order of the Court, or at the direction of any competent government authority; and Information that the FIRST PARTY agrees in writing that the SECOND PARTY may disclose to third parties. <p>The foregoing obligation on confidentiality and non-disclosure shall survive and subsist even after the expiration or termination of this Agreement. In case of breach of this provision, the FIRST PARTY may exercise its rights against the SECOND PARTY in accordance with all relevant laws, rules, regulations, and issuances, in addition to this Agreement.</p>
<p>TERMINATION OF AGREEMENT</p>	
<p>1. Either Party may pre-terminate this Agreement, by sending written notice to the other Party, at least thirty (30) days prior to the intended date of termination. The receiving Party may expressly waive the 30-day waiting period and opt for the immediate termination of this Agreement.</p>	

2. The FIRST PARTY may immediately terminate this Agreement, at any period upon written notice to the SECOND PARTY, for unsatisfactory performance, conflict of interest, or for any of the grounds enumerated under Office Order OO-OSEC-2023-023 dated 13 February 2023. In addition, any violation of the warranties or provisions under this Agreement is a ground for termination.

TURN OVER AND CLEARANCE REQUIREMENTS	DISPUTE RESOLUTION
<p>1. The SECOND PARTY shall, within thirty (30) days after either the expiration or the notice of termination of this Agreement, and without need of any demand:</p> <p>a. Turn over to the FIRST PARTY all files, records, programs, reports, official documents, codes, security keys, and other departmental equipment, items, and assets that are in his possession and custody.</p> <p>b. Secure the Clearance from All Accountabilities duly approved by the FIRST PARTY.</p>	<p>1. The Agreement shall be construed, interpreted, and governed by the laws of the Philippines. Any conflict or dispute arising out of this Agreement or the interpretation of any provision hereof shall be settled amicably, through the authorized representatives of the Parties, within thirty (30) days from written notice of either Party, specifying the alleged dispute, and the proposed schedule for the resolution thereof, which must be finalized within five (5) days from issuance of the aforementioned written notice.</p>
<p>2. The SECOND PARTY shall submit the duly approved Clearance from All Accountabilities as a condition precedent to the release of his/her final Service Fee payment.</p>	<p>2. If the Parties fail to settle their conflict or dispute amicably, either Party may initiate to settle any conflict or dispute through alternative dispute resolution mechanisms in DepEd.</p>
	<p>3. In case of failure to settle any conflict or dispute through alternative dispute resolution mechanisms in DepEd, suits for any breach of this Agreement shall only be instituted in the court of competent jurisdiction in ____ City, to the exclusion of all other courts.</p>
<p>IN WITNESS WHEREOF, the Parties have hereunto set their hands this ____ day of ____ 20____ at ____ City, Philippines.</p>	
<p>_____ Regional Office Director/Schools Division Superintendent</p>	<p>_____ (Name)</p>
<p>Certification as to Availability of Funds:</p>	
<p>OBRS:</p>	
<p>AMOUNT:</p>	

ACKNOWLEDGEMENT

Republic of the Philippines

)
) S.S.

Before me, a Notary Public for and in _____ City, on the date and at the place first above written, personally appeared the following:

Name	Gov't Issued ID	Place Issued	Date Issued
1st Party			
2nd Party			

Known to me and to me known to be the same persons who executed the foregoing Service Agreement consisting of two (2) pages including this page on which the Acknowledgement is written, and they acknowledged to be the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the organizations herein represented.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date above written.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20____.

Annex B. Staff Complement of the ESSD

Unit/Position Title	No. of Positions
Chief Education Supervisor	1
PDO IV	1
Engineer III	1
HEPO III	1
PDO II	1
HEPO II	1
Draftsman II	1
Administrative Assistant I	1
Total number of ESSD staff	8

Staff Complement of the SGOD

Unit/Position Title	No. of Positions			
	Very Large	Large	Medium	Small
Chief Education Supervisor	1	1	1	1
Education Program Supervisor	1	1	1	0
Engineer III	1	1	1	0
Senior Educ. Program Specialist	4	4	4	2
HEPO III	1	1	1	1
Planning Officer III	1	1	1	1
Dentist II	11	7	2	0
EPS II	3	3	3	2
Nurse II	11	7	2	0
PDO II	1	1	1	0
Grand Total	37	27	17	7



Republic of the Philippines
Department of Education
BUREAU OF LEARNER SUPPORT SERVICES

OFFICE OF THE DIRECTOR

MEMORANDUM

TO : ANA MARIE C. CALAPIT
Director IV, Finance Service

FROM : **ATTY. SUZETTE T. GANNABAN-MEDINA**
*Officer-in-Charge, Bureau of Learner Support Services,
Learner Rights and Protection Office, and Office
of the Assistant Secretary for Operations*

SUBJECT : **RESPONSE TO FINANCE SERVICE OFFICE OF THE DIRECTOR
MEMORANDUM-2024-044 REGARDING GUIDELINES ON HIRING
SCHOOL-BASED FEEDING PROGRAM FEEDING COORDINATORS UNDER
CONTRACT OF SERVICE**

DATE : February 8, 2024

Respectfully, we offer additional insights in response to Finance Service Office of the Director Memorandum-2024-044, dated February 2, 2024, pertaining to the Guidelines on Hiring of Contract of Service (COS) personnel for the School-Based Feeding Program.

Firstly, we wish to apprise your esteemed Office that the requisition for additional Contract of Service positions at the Regional/Division and select school levels aligns with the following considerations:

- Directive of VP Secretary S. Duterte:** As per the directive issued in DO 002, 2024, dated January 26, 2024, by VP Secretary S. Duterte, there is a clear emphasis on relieving Public School Teachers from administrative duties. The directive underscores the imperative for teachers to concentrate solely on their teaching responsibilities, thereby enhancing the quality of education delivery. It emphasizes a delineation of tasks, encouraging a shift away from ancillary services towards a more focused teaching agenda. Hence, hiring of COS at the SDO level can help in some of the administrative tasks for the program.
- Endorsement by Usec. M. Poa:** During discussions with Undersecretary M. Poa on February 5, 2024, there was explicit support expressed for the proposal to hire COS personnel for SBFP in the field. Usec. Poa acknowledged the necessity to alleviate the burden on teachers, who are currently overwhelmed with paperwork, report generation, and program management within school premises. Attached herewith are the minutes encapsulating the deliberations held with Usec. Poa for your perusal and reference.



3F Mabini Building, DepEd Complex, Meralco Avenue, Pasig City
Telephone No.: (02) 632-9935; (02) 8635-3763 | Email Address: blss.od@deped.gov.ph

62848



Republic of the Philippines
Department of Education
BUREAU OF LEARNER SUPPORT SERVICES

OFFICE OF THE DIRECTOR

MEMORANDUM

TO : ANA MARIE C. CALAPIT
Director IV, Finance Service

FROM : **ATTY. SUZETTE T. GANNABAN-MEDINA**
*Officer-in-Charge, Bureau of Learner Support Services,
Learner Rights and Protection Office, and Office
of the Assistant Secretary for Operations* *UGY*

SUBJECT : **RESPONSE TO FINANCE SERVICE OFFICE OF THE DIRECTOR
MEMORANDUM-2024-044 REGARDING GUIDELINES ON HIRING
SCHOOL-BASED FEEDING PROGRAM FEEDING COORDINATORS UNDER
CONTRACT OF SERVICE**

DATE : **February 8, 2024**

Respectfully, we offer additional insights in response to Finance Service Office of the Director Memorandum-2024-044, dated February 2, 2024, pertaining to the Guidelines on Hiring of Contract of Service (COS) personnel for the School-Based Feeding Program.

Firstly, we wish to apprise your esteemed Office that the requisition for additional Contract of Service positions at the Regional/Division and select school levels aligns with the following considerations:

- Directive of VP Secretary S. Duterte:** As per the directive issued in DO 002, 2024, dated January 26, 2024, by VP Secretary S. Duterte, there is a clear emphasis on relieving Public School Teachers from administrative duties. The directive underscores the imperative for teachers to concentrate solely on their teaching responsibilities, thereby enhancing the quality of education delivery. It emphasizes a delineation of tasks, encouraging a shift away from ancillary services towards a more focused teaching agenda. Hence, hiring of COS at the SDO level can help in some of the administrative tasks for the program.
- Endorsement by Usec. M. Poa:** During discussions with Undersecretary M. Poa on February 5, 2024, there was explicit support expressed for the proposal to hire COS personnel for SBFP in the field. Usec. Poa acknowledged the necessity to alleviate the burden on teachers, who are currently overwhelmed with paperwork, report generation, and program management within school premises. Attached herewith are the minutes encapsulating the deliberations held with Usec. Poa for your perusal and reference.

3F Mabini Building, DepEd Complex, Meralco Avenue, Pasig City
Telephone No.: (02) 632-9935; (02) 8635-3763 | Email Address: blss.od@deped.gov.ph



- 3. BER 2024 Deliverables:** The recent BER 2024 event, held at Sofitel, Pasay City on January 5, 2024, garnered commendation from President Marcos Jr. for its transparency and comprehensive approach towards educational reform. President Marcos Jr. extended appreciation to Vice President Duterte for her leadership in spearheading educational initiatives, particularly amidst the challenges posed by the ongoing pandemic. The emphasis was placed on *elevating teaching standards*, *enhancing learner nutrition*, and bolstering educational infrastructure. It is evident that concerted efforts are being made to optimize teaching quality, foster teacher competency and well-being, enhance student capacities, and fortify educational infrastructure.

We firmly believe that the recruitment of School-Based Feeding Program COS personnel at the Regional and Division levels, alongside the deployment of select personnel at schools Central Kitchens, will significantly enhance the efficacy of SBFP implementation.



Republic of the Philippines
Department of Education
OFFICE OF THE DIRECTOR IV, FINANCE SERVICE

MEMORANDUM
FSOD-2024-044

FOR : **ATTY. SUZETTE T. GANNABAN-MEDINA**
Director IV, Bureau of Learner Support Services

ATTN : **MA. CORAZON C. DUMLAO**
Chief Health Program Officer

FROM : **ANA MARIE C. CALAPIT**
Director IV, Finance Service

SUBJECT : **GUIDELINES ON HIRING OF SBFP FEEDING COORDINATORS UNDER CONTRACT OF SERVICE (COS) FOR THE SCHOOL BASED FEEDING PROGRAM (SBFP)**

DATE : **FEBRUARY 2, 2024**

This refers to the memorandum titled "Guidelines on the Hiring of SBFP Feeding Coordinators Under Contract of Service (COS) for the School-Based Feeding Program (SBFP)." The Finance Service Office of the Director would like to request clarification on the hiring of Contract of Service (COS) personnel in our regional offices.

Below is a list of questions that seek for information regarding the hiring of COS personnel:

1. Is the hiring of COS in conformance with the original intention/basis for creating the SBFP Program Support Funds?
2. If so, kindly provide the guidelines governing how the SBFP program support fund should be appropriated or spent.
3. If there is none, has there been an approved amendment to the DO? Because when the fund was conceived, there was probably no plan to make use of SBFP PSF to pay for salaries of these additional COS?

4. What is the financial impact of charging from the RO PSF the salaries of these COS. What activities were bumped off? If any?

5. Please provide the feasibility study? i.e. this program impact with the additional manpower versus without additional manpower.

6. The work is mostly in schools, and in the central office so what would be the dynamics of having Regional Coordinators, what would be the impact on workload allocation at the central office with the introduction of Regional Coordinators? Will there be a reduction in tasks at both the schools and the Central Kitchen?

7. Are the specific competencies of the Technical Assistants (TAs) contemplated in the SBFP program, are they primarily tasked with report, or are they engaged in hands-on operational activities at the Central Kitchens or school canteens? It appears that their responsibilities are largely coordination-oriented, is this not an added layer of bureaucracy. How are they going to collaborate with school canteen managers? How do they contribute to enhancing service delivery, and is there an anticipated reduction in the issuance of Audit Observation Memos?

I believe that we should do a workshop with the canteen managers/ the cooks/principals to get the better picture of this. This approach is essential to avoid additional expenditures, ensuring that the allocated funds are directed towards children's nutritional needs rather than administrative cost.

I can free a schedule for a comprehensive presentation.

Thank you.





Republic of the Philippines
Department of Education
BUREAU OF LEARNER SUPPORT SERVICES



REFERRAL SLIP

DATE: _____ FOR: _____
SUBJECT: _____

- | | |
|--|--|
| <input type="checkbox"/> URGENT | <input type="checkbox"/> For Discussion/ Conference |
| <input type="checkbox"/> Appropriate Action | <input type="checkbox"/> Follow-up/Monitor |
| <input type="checkbox"/> Review/Comment/
Recommendation | <input type="checkbox"/> For Compliance |
| <input type="checkbox"/> For Information | <input type="checkbox"/> Assign Focal Person
Representative |
| | <input type="checkbox"/> For File |

Other Matters / Remarks:

*Doc Simlao,
request minutes from
via of OSTC a week?
Please mention also PIR 2024
T.M.
776-783
#3
director of
PIR*



Republic of the Philippines
Department of Education

BUREAU OF LEARNER SUPPORT SERVICES

INTERNAL ROUTING SLIP (IRS)

TRACKING NO. _____ DATE: 2/5/2024
SUBJECT: Guidelines on Hiring of COS SBF
feeding coordinators

FOR:

- OD Staff
- School Health Division
- School Sports Division
- Youth Formation Division
- LRPO

ACTION NEEDED:

- URGENT
- Appropriate Action
- For discussion
- Review/Comment/
Recommendations
- Complete Staff Work
- Represent OD
- Assign Focal
- Person/Representative

DESCRIPTION/BACKGROUND:

The Finance Service office of the Director would like to seek clarification on the hiring of COS personnel in DepEd Regional Offices

REMARKS:

*Doc Simlao,
please prepare on reply.
Guide for following basis:
① Removal of admin tasks
② Request minutes of our meeting
from VIA where: UMRP
approve the hiring
③ Doc 2024 delimitation T.M.*

ATTY. SUZETTE T. GANNABAN-MEDINA
Officer-In-Charge, Director IV
Bureau of Learner Support Services and
Learner Rights and Protection Office



Republic of the Philippines
Department of Education

#03-1130

ROUTING SLIP

This document has been encoded in the DepEd - Document Management System and routed to the appropriate office/s with the following information:

Sender: **BLSS-SHD D. Nunez**
 Subject: **Memo re: Guidelines on the Hiring of SBFP Feeding Coordinators in ROs, SDOs and 15 schools under COS for the SBFP**
 Document Code: **CO-BLSS1-2023-12-445**
 Date and Time Added: **2023-DEC-06 03:25:44 PM**
 Created by: **BLSS - School Health Division**



To ensure the traceability and continuity of the document, kindly update all actions taken using the same document code.

DATE (y-m-d)	FROM (Please indicate Name, Position and Office)	FOR (Please indicate Name, Position and Office)	NOTES / RECOMMENDATION / INSTRUCTION	RECEIVED BY (Please indicate Name, Office, Date and Time)
12/16/2023	BLSS-SHD	ORASOPS	For approval	NAME 12/16/23 11:27
12/19/23	ORASOPS	SHD	F.A.A	
12/15/23	SHD	OUORS	for approval	DEPARTMENT OF EDUCATION OFFICE OF THE UNDERSECRETARY FOR OPERATION RECEIVED BY: Ronni BLSS-SHD TIME: 11:05 am
	OFFICE OF THE UNDERSECRETARY FOR OPERATION RELEASED DATE: 12/20/23 TIME: 1:00 pm NAME: RNS GOVERNANCE AND FIELD OPERATION	SHD	for pull-out	
12/21/23	BLSS-SHD	OUOPS	reverted with info from HR/RO/SD and BTRDR-PO that only COS from CO are only their concerns for Approval	NAME SHD-Dorothy 12/21/23 3:41 pm

12/27: OUOPS BLSS/SHD

Ronnie Amoyo
12/28/23 9:54 AM

12/28/23 SHD OUP

for approval - Eusebio
12/29/23 10:14 am

27-12-28 OUP FS-SD

Requesting for your recommendation for Vice Pres Thank you. Love

Nikki Doverso
12/29/23 9:43 am



Republic of the Philippines
Department of Education

ROUTING SLIP

This document has been encoded in the DepEd - Document Management System and routed to the appropriate office/s with the following information:

Sender: **BLSS-SHD D. Nunez**
 Subject: **Memo re: Guidelines on the Hiring of SBFP Feeding Coordinators in ROs, SDOs and 15 schools under COS for the SBFP**
 Document Code: **CO-BLSS1-2023-12-445**
 Date and Time Added: **2023-DEC-06 03:25:44 PM**
 Created by: **BLSS - School Health Division**



To ensure the traceability and continuity of the document, kindly update all actions taken using the same document code.

DATE (y-m-d)	FROM (Please indicate Name, Position and Office)	FOR (Please indicate Name, Position and Office)	NOTES / RECOMMENDATION / INSTRUCTION	RECEIVED BY (Please indicate Name, Office, Date and Time)
24-02-06	FSOD	OSOPS	FAA	PAT 11:56 am RMD 6/2
02/06	OSOPS	BLSS-OD	For your appropriate action.	ok from ok today Maila Azuro 2-6-24 / 1:22 P.M.
2/6/24	BLSS-SHD	SBFP	Plc see note of DSGM	get under F. Umea 3/4/24 9:38 PM
2/15/24	BLSS-SHD	OUF	for approval	Office of the Undersecretary Finance Received by: Jan Alvar Date: 02/15/24 Time: 8:40am

P2693

24. 2.15 PAT OSEC For approval
 Guidelines Hiring SBFP
 COS