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|  | MEMORANDUM CIRCULAR | DOCUMENT NO. BJMP-DHRD-MC-117 |
| | TOPIC STANDARD OPERATING PROCEDURES ON LEARNING AND DEVELOPMENT | ISSUE NO. 2 |
| | SUB-TOPIC SERVICE OBLIGATION CONTRACT FOR SCHOLARSHIP GRANTS | REVISION NO. 1 |
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1.0 LEGAL BASIS

- 1.1 Executive Order No. 161. Prescribing the Adoption of New Standard Forms to be Accomplished by Officials and Employees for Foreign Trainings, dated February 18, 1994;
- 1.2 Executive Order No. 129. Providing Rules and Regulations Governing Official Travel Abroad of Officials and Employees of the Government, Both National and Local, Including Government-Owned or Controlled Corporations, and Prescribing Rates of Allowances and other Expenses Therefor, dated May 6, 1968;
- 1.3 Executive Order No. 367. Further Amending Executive Order No. 129 Dated May 6, 1968, as Amended by Executive Order No. 421, dated November 26, 1973;
- 1.4 CSC Memorandum Circular No. 3, Series 2012, Re: Program to Institutionalize Meritocracy and Excellence in Human Resource Management (PRIME – HRM); and
- 1.5 BJMP Memorandum Circular re: Human Resource Development Council, Renaming the Personnel Development Council (PDC) to Human Resource Development Council (HRDC) and Establishing its Policies, Guidelines, and Procedures.



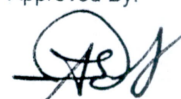
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Asst. Document Controller


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2.0 RATIONALE

The Bureau of Jail Management and Penology (BJMP) is a government agency that specializes in safekeeping and development of Persons Deprived of Liberty (PDL). The complexity and peculiarity of the profession requires specific skills that are honed through experience and specialized trainings. Currently, majority of the specialized trainings and seminars of personnel are facilitated by allied agencies or other organizations making selection and evaluation of BJMP delegates vital in maximizing opportunities for career growth and Bureau development.

However, despite careful selection of participants, their service/assignment to offices that require their gained experience is not institutionalized. This results in

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| Prepared By:  BRENDAN O FULGENCIO Jail Senior Superintendent Director, DHRD | Reviewed By:  DENNIS U ROCAMORA, CESE Jail Chief Superintendent Deputy Chief for Operations of the Jail Bureau/ Quality Management Representative | Approved By:  ALLAN S IRAL, CESE Jail Director Chief, BJMP |
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personnel underperformance and the Bureau's non-return on investment (ROI) in terms of human resource investment.

3.0 OBJECTIVES

The process stated herein aims to institutionalize the placement/designation of personnel to positions they are most capable of based on trainings/seminars attended or completed pursuant to their Service Obligation Contract for Scholarship Grants. This will maximize the investment of the Bureau on its human resources as well as promote competency-based career progression.

4.0 SCOPE

This policy shall apply to all personnel of the BJMP.

5.0 DEFINITION OF TERMS

Grantee – the personnel who is applying for a scholarship or training.

Grantor – the approving authority of the application for training or scholarship grant and could either be the Chief, BJMP or the Regional Director of the Jail Bureau.

Learning and Development Interventions – activities that lead to the professional development of personnel that are authorized or facilitated by the Jail Bureau or other agencies/organizations


Scholarship Grants – any training, seminar, or academic/educational opportunity awarded to the employee by and educational institution or organization and to be held locally or in a foreign country.

Service Obligation – the period that the grantee must serve upon completion of the scholarship program/training.

Service Obligation Contract for Scholarship Grants (SOC) – a contract submitted by applicants of learning and development interventions to be signed by himself/herself and the approving authority of the application. It binds the applicant/personnel to the conditions of the contract and requires him/her to serve the Bureau in the capacity best suited in accordance with his/her acquired proficiency and skill.

[Signature]
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Jail Officer 1
Ass. Document Controller

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6.0 PROCEDURES

6.1 General Procedures

- 6.1.1 Applicant shall submit a signed Service Obligation Contract to DHRD/HRDD together with his/her pertinent documents required for the application process.
- 6.1.2 The contract shall state, among others, his/her willingness to serve under the capacity wherein the gained expertise is needed as determined by the HRDC.
- 6.1.3 The Chief, BJMP or Regional Director shall sign the submitted SOC of personnel, whose Council recommendation is approved, only when the applicant successfully passed all qualifying examinations of the sponsoring agency/organization, if applicable.
- 6.1.4 Submission of the SOC is a requirement for endorsement to external learning and development interventions but it does not entitle personnel to any position or designation. Placement of personnel is separate and distinct to the requirement to serve under the SOC and is within the discretion of the appointing authority.
- 6.1.5 DHRD shall maintain a list of personnel who signed an SOC for monitoring and reference.


6.2 SPECIFIC PROCEDURES

6.2.1 SUBMISSION AND SIGNING OF THE SERVICE OBLIGATION CONTRACT FOR SCHOLARSHIP GRANTS

- A. Applicant shall submit a SOC signed by himself/herself and his/her grantor together with other application documents to DHRD/HRDD. Submission of the SOC is a requirement for the applicant to be considered for deliberation by the Human Resource Development Council (HRDC) to any external learning and development interventions.
- B. Personnel is required to submit an SOC when applying to any local learning and development intervention exceeding five (5) days. Application to interventions with a period of one (1) to five (5) days need not be covered by an SOC if the applicant is currently assigned in a designation relevant to the program. To this end, it is advised that

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personnel apply to programs that are relevant to their current designation.

- C. Any foreign learning and development interventions, regardless of length, requires the submission of an SOC except for ministerial meetings, fora, conference or symposium.
- D. Personnel shall submit multiple copies of the SOC upon application: one (1) copy for DHRD, one (1) copy for DPRM, one (1) copy for Regional Office, if assigned at the Regional Office or jail unit. Grantee must keep one (1) personal copy. A template of the SOC is provided herein (Annex A).
- E. Non-submission of the SOC, whenever it is mandatory, shall nullify the application to the learning and development intervention by personnel.
- F. HRDC shall determine the recommended designation(s) or office(s) of the grantee(s) based on the program applied for and the duration of the service obligation based on the table herein (table 1).
- G. The Chief, BJMP or Regional Director shall only sign the SOC upon the successful qualification of the applicant with the host agency's requirements. This completes the SOC and effectively binds the both parties to the contract provisions.
- H. Personnel with personal invitations from host agency, whether local or foreign, are still qualified to avail of the invitation even with a standing service obligation from his/her previous SOC. He/she must sign a new SOC for the current invitation whose period of service shall add to the existing one.


6.3 SERVICE OBLIGATION CONTRACT

6.3.1 PROVISIONS OF THE CONTRACT

- A. During his/her scholarship/training, failure of the grantee to fulfill obligations provided in the contract shall be sufficient cause for the cancellation of his/her scholarship/training grant and for his/her recall. Should failure in any of such cases be due to his/her own fault or willful neglect, he/she shall refund all expenses in accordance with the provision/s of the contract.
- B. When proportionate refund is applicable, the amount and mode of payment shall be determined by the HRDC and recommended to the

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Chief, BJMP or Regional Director for approval. Said amount shall be paid within three (3) years from approval of the Chief, BJMP or Regional Director and notice to the grantee of the same. The grantee shall then execute an affidavit of undertaking duly secured by a bond with the agency attesting to his/her agreement to the payment of proportionate refund within five (5) working days upon notice.

C. The Bureau, in the following cases, may waive payment of refund:

- a. Abolition of the Office or involuntary phase-out of the grantee in a reorganized office; and
- b. Death or permanent disability of grantee.

D. Any violation or non-compliance herewith shall be deemed as Violation of Reasonable Office Rules and Regulations under the 2017 Comprehensive BJMP Administrative Disciplinary Machinery (2017 ADM) and shall be dealt with accordingly. The Bureau reserves the right to impose other administrative sanctions, to include but not limited to, disqualification to avail of other foreign and/or local scholarship/training/seminar, to erring personnel.

E. Upon successful completion of the scholarship/training, grantee shall fully serve his/her obligation once designated by competent authority through the issuance of an official order.

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 Jail Officer 1
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6.3.2 DURATION


Time of service for any training/seminar/scholarship shall depend on the length of the learning and development intervention, to wit:

| TRAINING DURATION | LENGTH OF SERVICE |
|--|-------------------|
| For every year or a fraction thereof not less than 6 months | 2 years |
| A fraction of a year less than 6 months but not less than 2 months | 1 year |
| A fraction of a year less than 2 months | 6 months |

Table 1. Length of Service Obligation Corresponding to Training Availed by Personnel

7.0 MONITORING CLAUSE

DHRD and its regional counterparts shall monitor the implementation of the policy. The consolidated list of personnel with standing obligations shall be maintained and regularly updated by DHRD. DHRD/HRDD shall report any non-compliance with the SOC to concerned office(s) for appropriate action.

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This policy shall be regularly reviewed in accordance with the BJMP-DPD-MC-57 Policy Development and Management.

8.0 FINANCIAL CLAUSE

There will be no financial requirements needed in this policy.

9.0 SEPARABILITY CLAUSE

If, for any reason, any part or provision of this policy is declared invalid or unconstitutional, any part or provision not affected thereby shall remain in full force and effect.

10.0 REPEALING CLAUSE

All BJMP issuances/directives that are inconsistent with the provisions of this policy are hereby repealed and/or modified accordingly.

11.0 EFFECTIVITY CLAUSE

This shall take effect upon the approval of the Chief, BJMP.




12.0 ANNEXES

Annex A : Process Flow

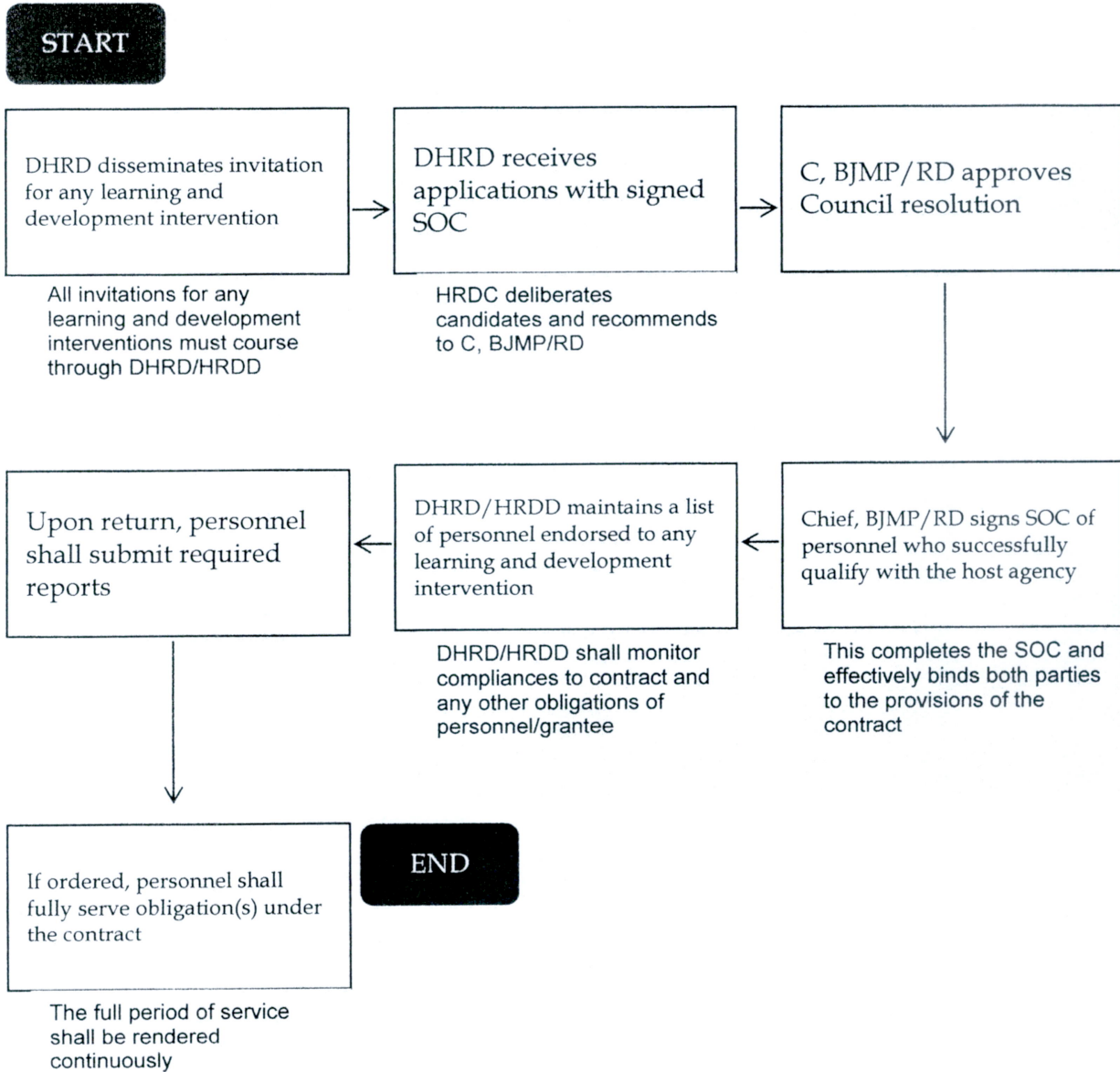
Annex B : Service Obligation Contract for Scholarship Grants

Meilgen Yves C Diaz
Jail Officer 1
Assy Document Controller

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| Prepared By:  BRENDAN O FULGENCIO Jail Senior Superintendent Director, DHRD | Reviewed By:  DENNIS U ROCAMORA, CESE Jail Chief Superintendent Deputy Chief for Operations of the Jail Bureau/ Quality Management Representative | Approved By:  ALLAN S IRAL, CESE Jail Director Chief, BJMP |
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Annex A : Process Flow



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Meileen Yves C Diaz
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Annex B : Service Obligation Contract for Scholarship Grants

SERVICE OBLIGATION CONTRACT FOR SCHOLARSHIP GRANTS

The Government of the Philippines through the
BUREAU OF JAIL MANAGEMENT AND PENOLOGY
represented by _____
Chief, BJMP

Hereinafter referred to as the GRANTOR; and
_____ of legal age, Filipino, (civil status),
presently residing at _____
hereinafter called the GRANTEE; and
_____ of legal age, Filipino, (civil status),
presently residing at _____
hereinafter called the GUARANTOR,
hereby agree to be bound by this Service Obligation Contract.

WITNESSETH:

That pursuant to the Standard Operating Procedure on Service Obligation Contract and in consideration of the grant and acceptance by the GRANTEE of a scholarship/training award to undergo on official time a program entitled

_____ from _____ to _____, 20___. The GRANTEE hereby agrees to the following terms and conditions:

1. That the GRANTEE shall keep up with the standards of the scholarship/training;
2. That the GRANTEE shall conduct him/herself in a manner as not to bring disgrace or dishonor to him/herself or his/her country;
3. That the GRANTEE shall submit to the Chief, BJMP and to the DHRD his/her official transcript of grades, certificate of performance or the equivalent, if applicable;
4. That the GRANTEE shall return immediately to the Philippines, if outside the country, and report to his/her office upon the completion or termination of his/her scholarship/training;
5. That the GRANTEE shall submit to his/her Office, to DHRD, and to other concerned offices, a Completion Report or After Activity Report on his/her training/scholarship within twenty-four (24) hours after his/her return to duty;
6. That the GRANTEE shall submit his/her Re-Entry Action Plan (REAP) or Learning Action Plan (LAP) within five (5) days upon return to duty, if applicable;

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Jail Officer 1
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7. That the GRANTEE shall serve the BJMP as/under the designation/office fit for his/her expertise for a minimum period as exigency of service require in accordance with the HRDC Resolution _____;
8. That should the GRANTEE fail to comply with the foregoing conditions through his/her fault or willful neglect, resignation, voluntary retirement or other causes within his/her control, he/she shall refund to his/her Office the full amount defrayed by the Philippine Government as enumerated below:
- a. Transportation - P _____
 - b. Tuition and other fees - P _____
 - c. Allowances (GOP) - P _____
 - i. Clothing
 - ii. Living/Stipends
 - iii. Establishments
 - iv. Books
 - d. Salaries, other emoluments and adjustments - P _____
- TOTAL** - P _____

Proportionate refund shall be allowed provided that the GRANTEE has served the Bureau at least 75% of his/her total service obligation.

9. That the GRANTEE shall have a GUARANTOR as his/her co-maker or co-signor in this contract that shall assume full responsibility jointly and severally should he/she fail to comply with the conditions set forth.

In WITNESS WHEREOF, we have hereunder set our hands this _____ day of _____, 20__ at _____.

Chief, BJMP

GRANTEE

GUARANTOR
(Relative of Grantee)

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, this _____ day of _____, 20__ in the _____ of _____, Philippines, personally appeared _____ issued at _____
(name of GRANTEE)

on _____; _____, with Residence
(name of GUARANTOR)

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Certificate Number _____ issued at _____
on _____ respectively, known to me to be the same persons who
executed the foregoing instrument and they acknowledged to me that they are the same
persons in their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of
_____, 20____.

Doc No. _____
Page No. _____
Book No. _____
Series No. _____

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