



Republic of the Philippines
OFFICE OF THE PRESIDENT
COMMISSION ON HIGHER EDUCATION



MEMORANDUM FROM THE CHAIRPERSON

TO: ALL HIGHER EDUCATION INSTITUTIONS AND PERSONNEL
ALL CHED REGIONAL DIRECTORS
ALL PERMANENT ALTERNATE FOCAL PERSONS FOR K TO 12

SUBJECT: **AMENDMENT TO CMO NO. 14, SERIES OF 2016, "GUIDELINES FOR AVAILING OF SECTORAL ENGAGEMENT GRANTS UNDER THE K TO 12 TRANSITION PROGRAM"**

DATE: August 18, 2016


In line with the Commission's efforts to continuously be responsive to the needs of our constituents, please see the enclosed for the CHED Memorandum Order amending CMO No. 14, s. 2016 or the *Guidelines for Availing the Sectoral Engagement Grants under the K to 12 Transition Program*.

Please note that the amendment separates the implementation of the Instruction and Research Grants from the Sectoral Engagement Grants, through policies currently being developed by the Commission. This information will be made available as soon as possible.

Said amendments, which include changes as well as additional implementing guidelines to further nuance the provisions earlier set forth, must be read alongside CMO No. 14, s. 2016, for the guidance of all higher education institutions and personnel. Please see Appendix A for a summary of amendments.

We would like to express our gratitude to those who have provided feedback and have been supportive in the development of the project, especially as we strive to anticipate and work through the challenges that we can only address at the implementation phase. Rest assured that the Commission will unceasingly strive for excellence in the service of its stakeholders.

CHED Regional Directors are hereby requested to ensure wide dissemination of this policy to all HEIs in their respective regions.


Patricia B. Licuanan, Ph.D.
Chairperson



Republic of the Philippines
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CHED MEMORANDUM ORDER

No. 48

Series of 2016

SUBJECT: AMENDMENT TO CHED MEMORANDUM NO. 14, SERIES OF 2016: "GUIDELINES FOR AVAILING SECTORAL ENGAGEMENT GRANTS UNDER THE K TO 12 TRANSITION PROGRAM"

In accordance with the pertinent provisions of Republic Act No. 7722 of the Higher Education Act of 1994, the Commission on Higher Education released CHED Memorandum Order No. 14, series of 2016, entitled *Guidelines for Availing of Instruction, Research and Sectoral Engagement (IRSE) Grants under K to 12 Transition Program*. In line with the Commission's continued efforts to refine, nuance, and increase the responsiveness of its policies, CMO No. 14, s. 2016, is hereby amended as follows:

Section 1. CHED Memorandum Order No. 14, series of 2016 shall hereinafter be referred to as **"Guidelines for Availing Sectoral Engagement Grants under the K to 12 Transition Program."**

Section 2. *Article I, Section 4* of CMO No. 14, s. 2016 is hereby amended to read as follows:

**"Article I
General Policies and Principles**

x x x

4. The K to 12 Transition Program includes the **Sectoral Engagement Grants**, through which the Commission affirms the trifocal role of HEIs to (1) provide instruction, (2) conduct research in order to generate new knowledge, and (3) engage in extension activities in order for communities to benefit from knowledge generated and technology developed in HEIs, creating synergies and supporting the education ecosystem, and contributing to local, regional and national development. Further, these efforts indirectly complement those of other government agencies, the non-profit sector, civil society organizations, and the K to 12 basic education program, among others."
5. The Commission hereby issues the **Guidelines for Sectoral Engagement Grants under the K to 12 Transition Program**. The guidelines herein set forth shall define the procedures, priorities and regulations of the awarding of the grant, designed to fit the particular needs of each grantee, the strategic directions of respective HEIs, the

strengthening of higher education, and its potential to contribute to national development.”

Section 3. *Article II, Sections 1 and 2, including Subsections 2a, 2b a2c and 2d of CMO No. 14, s. 2016 are hereby repealed.*

Section 4. *Article III of CMO No. 14, s. 2016 is hereby amended to read as follows:*

**“Article III
General Mechanics**

x x x

5. Each grantee may avail of IRSE Grants on a full-time basis for a maximum duration of two (2) cumulative **academic** years. In the computation of the maximum duration, **one full time semester will be deemed as one-half (½) of an academic year, and one part time semester will be deemed as one fourth (¼) of an academic year.**
6. A delivering partner shall admit and host Grantees under each IRSE Grant component. Among possible delivering partners are (hereinafter referred to as “Sectors”):
 - **Industry sectoral partners, such as industry associations, organizations, coalitions, networks, and private companies; and**
 - **Civil society sectoral partners, such as duly accredited non-government organizations (NGOs), civil society organizations (CSOs), and associations, organizations, coalitions or networks thereof.**
 - **Government sectoral partners, such as national government agencies, regional line agencies, local government units, government owned and controlled corporations, and affiliates;**
7. x x x
8. x x x
9. **In order to ensure that the partnerships are contextualized to the specific needs of each institution, HEIs are encouraged to (1) initiate their own partnerships, or (2) include their existing partnerships in the partnerships covered by the Sectoral Engagement Grants. (Refer to Appendix 1A: HEI-Initiated Partnership Form)¹**

¹ Refer to Annex A of this CMO.

Section 5. *Article IV, Section A* of of CMO No. 14, s. 2016 is hereby amended to read as follows:

**“Article IV
Eligibility and Justification of Nominations**

A. Eligibility of Nominees

SHEIs may nominate their faculty and qualified non-teaching staff for IRSE Grants, provided that the nominee:

1. x x x
2. x x x
3. If currently serving as non-teaching staff, must hold at least a bachelor's degree;
4. Is in good health and of good moral character;
5. Demonstrates strong academic record;
6. (repealed)
7. Will be able to fulfill all the Terms and Conditions of the grant, including a return service arrangement consistent with the guidelines set by the Commission (See Article VII); and
8. **Must be fully or partially deloaded at the time of the engagement. If partially deloaded, must only have a maximum teaching load of 12 units for faculty, or an equivalent of 12 hours of workload for staff.**

Section 6. *Article V* of of CMO No. 14, s. 2016 is hereby amended to read as:

**“Article V
Qualifying and Selection Process**

1. An SHEI may nominate its faculty or qualified non-teaching staff for IRSE Grants by submitting a batch nomination with all the required documents **(Refer to Appendix 2: Application Requirements)**² to the Commission, details of which will be released separately in the Call for Proposals.

1.A. The call for nominations shall be issued quarterly. Considerations for nominations outside of these calls may be done on a case-to-case basis. (Refer to Appendix 2A³: Procedure Flowchart)
2. A Vetting Panel duly designated by the Commission shall evaluate applications based on the strength of the nomination of the SHEI, how these justifications compare to those of other SHEI nominations, and how these tie in with the academic, professional, and development priorities and needs of the relevant region and the country. **Refer to Appendix 3: Evaluation Criteria, and Appendix 3A: Operationalization of Evaluation Criteria**⁴

² Refer to Annex B of this CMO.

³ Refer to Annex C of this CMO

⁴ Refer to Annex D of this CMO.

3. **For those undertaking the grants under CHED-Initiated Partnerships,** [u]pon receipt of Notice of Approval, each grantee may apply for an engagement under the **Sector** approved for him/her by the Commission, and may select from the menu of possible engagements. Grantees may submit multiple applications, subject to screening by the delivering partner in charge, and subject to the grantee's confirmation.

For those undertaking the grants under HEI-Initiated Partnerships, upon receipt of the Notice of Approval, the Grantee is automatically admitted to the HEI-initiated partnership.

4. Upon confirmation of the grantee's engagement for the semester or academic year, **and completion of the necessary documentary requirements,** the Commission shall facilitate the disbursal of funds to each individual grantee. ***Refer to Appendix 3B: Procedures and Requirements after the Approval of Nominations.***⁵

Section 7. *Article VI* of CMO No. 14, s. 2016 is hereby amended to read as:

**"Article VI
Grant Modes and Privileges**

X X X

3. **Grantees entitlement to financial privileges under this grant, shall be based on their sending HEIs and the nature of their employment, thus:**
 - a. **Grantees from Private HEIs shall be entitled to the financial privileges.**
 - b. **Grantees who hold plantilla positions in SUCs / LUCs shall be entitled to their full compensation and benefits from their home institution but shall not be entitled to the financial privileges of the grant, in accordance with the restrictions of Congress Joint Resolution No. 4, s. 2009.**⁶
 - c. **Grantees who do not hold permanent plantilla items in SUCs / LUCs shall be entitled to financial privileges.**

Financial privileges shall be released in monthly tranches per semester.

4. Grantees undertaking full-time engagements shall receive the full financial benefits of the grant, while Grantees with part-time engagements shall receive 50 percent of said benefits. **The amount of the grant may be reviewed by the Commission periodically, as needed. Refer to Appendix 4: Grant Amounts.**⁷

⁵ Refer to Annex E of this CMO

⁶ Per the Commission's consultation with the Department of Budget and Management (DBM) re: applications of IRSE Grants to SUC and LUC personnel, the grant provided under IRSE **is not included in allowances that government employees are allowed to receive on top of their regular compensation**, as detailed in Congress Joint Resolution no. 4, series of 2009, "Joint Resolution Authorizing the President of the Philippines to Modify the Compensation and Position Classification System of Civilian Personnel and the Base Pay Schedule of Military and Uniformed Personnel in the Government, and for Other Purposes," and Executive Order No. 201, series of 2016, "Modifying the Salary Schedule for Civilian Government Personnel and Authorizing the Grant of Additional Benefits for both Civilian and Military and Uniformed Personnel."

⁷ Refer to Annex F of this CMO

Section 8. *Article VII* of CMO No. 14, s. 2016 is hereby amended to read as:

**“Article VII
Terms and Conditions**

A. Responsibilities. x x x

B. Complementary Funding and Benefits

1. SHEIs are strongly encouraged to provide additional funding for their Grantees to undertake components, particularly in funding attendant costs of their respective components taken, and when the grant amount is below the grantee's regular income.

For Private HEIs only, the payment of entitlements and benefits shall be in accordance with the school policies on leaves of absences vis-a-vis salaries and compensation packages. Private HEIs may opt to put Grantees on “leave without pay” status and provide the difference between the grant amount and their regular salary in the form of allowances, financial assistance or the like.

For SUCs and LUCs, the payment of entitlements and benefits shall be in accordance with the institution's policies, or in line with existing Civil Service rules and regulations, or both.

2. x x x
3. x x x

4. For the payment of mandatory contributions by the SHEI to its Grantees during the period of the grant [i.e. Social Security System, PAG-IBIG Fund (Home Development Mutual Fund), and the Philippine Health Insurance Corporation (PhilHealth)]⁸, the corresponding monthly salary credits by which the computation of benefits is based upon, depends on the monthly income realized by the member. Thus, if a member realizes no income for a particular period, there is no obligation on the part of the employer to deduct and remit said contributions.

The grantee has the option of paying for both the employee and the corresponding employer contributions on his/her own account during the period of the grant if he/she will not realize monthly income during said period (i.e. grantee is on leave without pay). This voluntary payment by the grantee, particularly for PhilHealth, shall allow for him/her to avail of the benefits under the PhilHealth programs during the period of the grant since PhilHealth requires the payment of premium contributions by its members prior to availment of insurance coverage.

⁸ Letter dated March 01, 2016 from Emilio S. De Quiros, Jr., President and CEO, Social Security System to Hon. Rosalinda Dimapilis-Baldoz, Secretary, Department of Labor and Employment; Letter dated December 22, 2015 from Atty. Darlene Marie B. Berberabe, Pag-IBIG Fund to Hon. Rosalinda Dimapilis-Baldoz, Secretary, Department of Labor and Employment

5. Grantee's entitlement to the benefits as provided in their respective Collective Bargaining / Negotiation Agreements (CBAs, CNAs) during the period of the grant shall be in accordance with the provisions of their respective CBAs / CNAs.
6. The Commission is fully cognizant of the variance in computation of work rendered in HEIs vis-a-vis partners. Thus, HEIs have the freedom to determine their preferred equivalencies to units based on their existing institution policies. This is in consideration of the different loading schemes of HEIs which vary from HEI to HEI. However, the following computation of equivalencies from person-hours to units is suggested for HEIs, particularly for State Universities and Colleges (SUCs) and Local Universities and Colleges (LUCs)
 - a. Regular Full Load of Faculty (in units) = 40 person-hours
 - b. Regular Full Load of Faculty (in units) ÷ 2 = 20 person-hours
7. HEIs and grantees are allowed to enter into special arrangements in relation to the incidents of the grant. Provided, that the provisions for these special arrangements shall not be lower than the conditions prescribed by the Commission, and such other relevant laws, labor standards, rules and regulations. Provided, further, that the written consent of the grantee to this special arrangement shall be expressly indicated in a separate agreement between the HEI and the grantee.

C. Return Service

1. x x x
2. Return service shall be rendered at the SHEI, and may be in the form of workload different from his/her original workload prior to the commencement of the grant, in accordance with the needs of the HEI, such as but not limited to teaching, research, extension or any other administrative work. Provided, that these are based on mutually agreed-upon terms between the grantee and the SHEI, and in accordance with relevant labor laws, rules, and regulations.
3. Regardless of funding arrangement, the grantee shall be obliged to render return service according to agreement with the SHEI, provided that it follows a 1:1 ratio, i.e., one year of service for every year (full or part time) or a fraction thereof of avilment of the grant.
4. x x x
- 4A. Deferment of return service shall only be allowed if the grantee availed of other grants in the K to 12 Transition Program. The grantee and the sending HEI shall notify the Commission in writing and provide a justification for said deferment. Such deferment shall be subject to the approval of the Commission.
- 4B. In the event that the HEI, for just or authorized causes, shall terminate the employment of the grantee after the period of the grant, the HEI shall comply with existing labor laws, rules and regulation in effecting said

termination. In such case, the return service obligation of the grantee shall be deemed waived. Upon such waiver, the SHEI shall inform CHED in writing, providing the name of the grantee and the explanation for the waiver, together with proof of termination, within two (2) weeks after effectivity of termination.

4C. In the computation of service rendered, for Grantees from SUCs and LUCs, there will be no break in their period of government service rendered while the grant contract is in force, in accordance with existing CSC rules and regulations on leave. For Grantees from private HEIs, the counting of years of services rendered shall be based on the internal policies of the HEI and subject to existing labor laws, rules and regulations.

5. x x x

D. Termination of Grant

The Commission has the right to terminate the grant, upon recommendation of the SHEI and/or the delivering partner, under any of the following circumstances:

x x x

6A. Upon the recommendation of the partner, for just causes, following proper and due process. In cases where no fault found on the grantee's part, the Commission shall seek to reassign him to the most appropriate alternative grant.

7. x x x

In addition, except for cases of poor health or death of the grantee, he/she will no longer be eligible for further grants from the Commission.

E. Payment of Obligations

1. The Commission shall impose rules or regulations requiring the grantee to return the total amount of grant privileges awarded to him/her if he/she is proven to have acted in bad faith.
2. Except for cases of poor health, death or other justifiable grounds, all financial support extended to the grantee shall be repaid to the Commission.
3. The refund of the grantee's financial privileges, which were received while on leave from the program, may be waived due to serious health reasons, provided a medical certificate duly endorsed by the SHEI is submitted to the DHEI and the Commission.
4. The collection / deduction of the grantee's payment obligation shall be the responsibility of the SHEI and the Commission. The terms for the payment of obligation shall be evaluated and decided upon by the Commission.
5. Failure to fulfill the obligations herein stated shall result in administrative and criminal action, and shall disqualify the grantee from any other further CHED grant."

Section 9. A new Article VIIA shall be inserted after Article VII of CMO No. 14, s. 2016 to read as follows:

“Article VIIA
Transitory Provisions and Harmonization of Grant Privileges

Grantees awarded with Grants under CMO No. 14, s. 2016, prior to the issuance of these amendments, shall be governed by the following transitory provisions:

- 1. For Research Grantees, notwithstanding the repeal of the provisions on research in CMO No. 14, s. 2016, they shall be allowed to complete their Research Grants according to the terms of their existing Grant Agreements.**
- 2. For Sectoral Engagement Grantees, their financial privileges under their existing grant agreements shall subsist until the end of October 2016. Beginning November 2016, they shall enjoy the financial privileges stated in this amendment, provided their existing grant agreements are amended accordingly.**

Section 10. A new *Appendix 1A* shall be inserted after *Appendix 1* of CMO No. 14, s. 2016 following the format prescribed in Annex A of this CMO.

Section 11. *Appendix 2* of CMO No. 14, s. 2016 is hereby amended and shall now follow the format prescribed in Annex B of this CMO.

Section 12. A new *Appendix 2A* shall be inserted after *Appendix 2* of CMO No. 14, s. 2016 following the format prescribed in Annex C of this CMO.

Section 14. A new *Appendix 3A* shall be inserted after *Appendix 3* of CMO No. 14, s. 2016 following the format prescribed in Annex E of this CMO.

Section 13. A new *Appendix 3B* shall be inserted after *Appendix 3* of CMO No. 14, s. 2016 following the format prescribed in Annex D of this CMO.

Section 15. *Appendix 4* of CMO No. 14, s. 2016 is hereby amended and shall now follow the format prescribed in Annex F of this CMO.

Section 16. *Appendix 5* of CMO No. 14, s. 2016 is hereby amended and shall now follow the format prescribed in Annex G of this CMO.

Section 17. *Appendix 6* of CMO No. 14, s. 2016 is hereby amended and shall now follow the format prescribed in Annex H of this CMO.

Section 18. *Appendix 7* of CMO No. 14, s. 2016 is hereby amended and shall now follow the format prescribed in Annex I of this CMO.

Section 19. *Appendices 8, 9 and 10* of CMO No. 14, s. 2016 are hereby repealed.

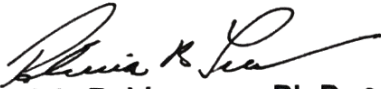
Section 20. Repealing Clause - CMO No. 14, s. 2016 and all other CHED Memorandum Orders or parts thereof which are inconsistent with this Act are hereby repealed, amended or

modified accordingly. All other provisions of CMO No. 14, s. 2016 that are not affected by this amendment shall remain valid and in force.

Section 21. Separability Clause – If any part of this Order is declared unconstitutional or invalid, such parts or provisions thereof not so declared shall remain valid and subsisting.

Section 22. Effectivity Clause - this policy shall take effect immediately after its issuance. Immediate dissemination of and strict compliance with this Order is directed.

Issued this 25 of August, 2016 in Quezon City, Philippines.


Patricia B. Licuanan, Ph.D.
Chairperson *KL*

Appendices:

Annex A.	Appendix 1A	:	HEI-Initiated Partnership Form
Annex B.	Appendix 2	:	Application Requirements
Annex C.	Appendix 2A	:	Procedure Flowchart Overview
Annex D.	Appendix 3A	:	Operationalization of Evaluation Criteria
Annex E.	Appendix 3B	:	Procedures and Requirements after Approval of Nominations
Annex F.	Appendix 4	:	Grant Amounts
Annex G.	Appendix 5	:	Reentry Action Plan
Annex H.	Appendix 6	:	SHEI Nomination Form
Annex I.	Appendix 7	:	Grantee CV Template

Reference:

1. CHED Memorandum Order No. 14, s. 2016

