

Inclosure No. 1 to DepED Order No. 8, s. 2007

**ANNEX "A"**

*PROFORMA MOA FOR THE MANAGEMENT AND OPERATION OF SCHOOL CANTEENS BY TEACHERS' COOPERATIVES*

**MEMORANDUM OF AGREEMENT**

KNOW BY ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is entered into by and between:

\_\_\_\_\_ (Name of Teachers' Cooperative)

a teachers' cooperative duly organized and registered under Philippine laws with CDA Registration No. \_\_\_\_\_ and with office address at

\_\_\_\_\_ (Office Address of the Teachers' Cooperative)

and represented in this act by its duly authorized President/Chairperson,

\_\_\_\_\_ hereinafter referred to as the "COOPERATIVE;"

and

the DEPARTMENT OF EDUCATION, a government entity under Philippine laws, with office address at Meralco Avenue, Pasig City, and represented in this act by its duly authorized representative,

\_\_\_\_\_ (Name of School Principal)

Principal of

\_\_\_\_\_ (Name of School and Address)

and

\_\_\_\_\_ (Name of City/Division Schools Superintendent)

Superintendent of the Division of

\_\_\_\_\_ and hereinafter referred to as "DepED."

WITNESSETH: That –

WHEREAS, R.A. No. 6938, otherwise known as the Cooperative Code of the Philippines provides under Article 2 thereof that it is the declared policy of the state to foster the creation and growth of cooperatives as a practical vehicle for promoting self-reliance and harnessing people power towards the attainment of economic development and social justice;

WHEREAS, in response to this mandate, the DepED strongly supports the organization of cooperatives among teachers and non-teaching personnel of DepED to train them to be entrepreneurs and to enable them to improve their financial standing;

WHEREAS, in line with this, DECS Order No. 55, s. 1996 as amended by DECS Order No. 95, s. 1998 and DECS Order No. 72, s. 1999, mandated the turn over of school canteens to teachers' cooperatives;

WHEREAS, DepED Order No. 8, s. 2007 provides for the revised implementing guidelines for the management and operation of school canteens in public elementary and secondary schools, including those that are managed and operated by the COOPERATIVE;

WHEREAS, the COOPERATIVE meets the criteria provided for under said DepED Order No. 8, s. 2007 for the management and operation of the canteen of

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(Name of School)

NOW THEREFORE, premises considered, the parties hereby agree on the following terms and conditions of this Memorandum of Agreement:

**1. Responsibilities of DepED**

The DepED shall allow the COOPERATIVE to manage and operate a canteen in an available suitable area within the school premises rent free upon signing of this MOA.

The DepED shall not allow the operation of another canteen and other forms of food vending activities by any party, except for the school-managed canteen, or laboratory canteen in the case of secondary schools, within the school premises nor allow access thereto to street vendors and other unsupervised and unregulated food sources.

The DepED shall designate a Home Economics teacher who shall ensure the continued use of the school canteen as a laboratory for the students/pupils. He/She shall prepare the schedule of the pupils/students who will undergo practicum activities in the school canteen, and he/she shall ensure that such schedule is strictly followed. He/She shall also ensure the full participation of the students/pupils in the planning, purchasing, handling

and storage, preparation, serving and sale of safe and nutritious meals as part of their laboratory classes.

The DepED, through the Regional Directors and Schools Division Superintendents, shall create monitoring teams in the regional and division offices which shall conduct periodic inspection on the quality, handling and serving of food, canteen equipment/facilities, and sanitation. The monitoring team shall ensure that food safety standards and hygienic practices are strictly observed and implemented.

The DepED, through the school principal or his/her duly authorized representative, shall receive its share amounting to \_\_\_\_% of the gross margin derived by the COOPERATIVE from canteen operations and shall issue the corresponding acknowledgment receipt accordingly. Such share of the school must be utilized in accordance with the pertinent provisions of DepED Order No. 8, s. 2007. The statement of receipts and disbursements shall be conspicuously posted on the school's bulletin board for public access.

The school principal, in behalf of DepED, shall provide proper support for the viable operations of the school canteen by implementing rules and regulations that would promote order, discipline, and cleanliness in the school premises, particularly in the vicinity of the canteen.

The DepED shall observe due process in the event of pre-terminating this MOA and returning the operations of the school canteen to the school administrator.

## **2. Responsibilities of the COOPERATIVE**

The COOPERATIVE shall hire a full time manager and canteen staff to manage and operate the school canteen and shall see to it that none of its officers and members shall use their official time in attending to the activities of the school canteen.

The COOPERATIVE shall be responsible for the quality and handling of food served, canteen sanitation, the proper use of facilities, and in making available its canteen facilities for laboratory purposes of the students/pupils as required by the designated home economics teacher.

The COOPERATIVE shall designate a teacher-board member who shall coordinate with the school's designated home economics teacher on the schedule of practicum activities in the cooperative-managed canteen.

The COOPERATIVE shall see to it that the hired canteen personnel/staff involved in the preparation and serving of food and beverages shall undergo training and continuous education on the proper handling of food. They shall secure certificate(s) of good health from the local/provincial/city/municipal health office and shall observe personal hygiene. They shall also be required to wear clean and proper attire when inside the school canteen premises. The certificates of good health with the ID photo of the hired helpers shall be conspicuously posted within the canteen premises and must be renewed every year.

The COOPERATIVE shall provide cheap, sanitary and nutritious food such as fresh milk, fresh fruits, fruit drinks, boiled root crops, high calorie indigenous recipes and the like and shall use iodized salt in food preparation. The daily cooked food menu indicating the nutritional requirements must be posted on a bulletin board within the canteen premises.

The COOPERATIVE shall not sub-lease the whole or part of the school canteen premises or to sub-contract the operation of said school canteen to third parties.

The COOPERATIVE shall be responsible for repairs of the school canteen premises and facilities due to normal wear and tear.

The COOPERATIVE shall install separate water and electric meters for the school canteen and shall be responsible for the payment of bills for the use of said utilities.

Upon termination of this MOA and when the COOPERATIVE ceases to operate the school canteen, the COOPERATIVE shall retain ownership of all properties acquired by it for the operation thereof, except those properties or improvements which cannot be removed from the premises of the canteen without causing substantial damage thereto.

The COOPERATIVE shall prepare monthly statement of operations and schedules prescribed in DepED Order No. 8, s. 2007 which shall be posted on the school's bulletin board for public access. At the end of the school year, it shall also post on the school's bulletin board its audited annual financial statement.

The COOPERATIVE shall hold the DepED free and harmless from any and all liabilities and damages that may arise from its operation and management of the school canteen.

### **3. Term of the MOA**

The term of this MOA is for a period of three (3) years starting on the date of this MOA. This MOA may be renewed under the same terms and conditions for another \_\_\_\_\_ years, upon notice in writing given by the COOPERATIVE thirty (30) days prior to its expiration. Failure of the COOPERATIVE to give said notice shall be construed as lack of interest on the part of the COOPERATIVE to continue managing and operating the school canteen.

### **4. Sharing of the Gross Margin Derived from the Operation of the School Canteen**

The sharing of gross margin derived from the operation of the school canteen shall be on a \_\_\_\_\_ basis, \_\_\_\_\_ percent (\_\_\_\_ %) for the COOPERATIVE and \_\_\_\_\_ percent (\_\_\_\_ %) as the share of the school which shall be computed and remitted *daily/weekly/monthly* by the COOPERATIVE to the school. The share of the school shall be utilized in accordance with the pertinent provision of DepED Order No. 8, s. 2007.

The COOPERATIVE shall maintain proper books of accounts on the operation of the school canteen which shall be open for inspection and audit by the duly authorized representative of the school principal in the determination of the gross margin and the corresponding \_\_\_\_\_ percent (\_\_\_\_ %) share of the school. The same books of accounts shall be made available for inspection at any time by the monitoring team of the division office and regional office.

**5. Amendments**

This MOA, or any part thereof, may be amended on the basis of a review of the terms and conditions after a period of \_\_\_\_\_ (\_\_\_\_) year/month. Any amendments/additions/modifications or supplement to this MOA must be made in writing and signed by all parties concerned.

**6. Pre-Termination of the MOA**

This MOA may be pre-terminated by DepED if the COOPERATIVE is found guilty of operational practices that are detrimental or prejudicial to the welfare of the pupils/students, teachers and the school in general, or if it violates the operational management guidelines provided under DepED Order No. 8, s. 2007.

The school principal shall submit in writing the specific reasons for pre-terminating this MOA, with supporting documents, to the Division Superintendent, which shall in turn conduct its proper investigation and make the necessary action and decision which shall be appealable to the Regional Director within fifteen (15) days after receipt thereof.

IN WITNESS WHEREOF, the parties have affixed their signatures this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
(COOPERATIVE)

by:

\_\_\_\_\_  
(President/Chairperson)

DEPARTMENT OF EDUCATION

by:

\_\_\_\_\_  
(School Principal)

and

\_\_\_\_\_  
(Schools Division Superintendent)

Signed in the Presence of:

\_\_\_\_\_

