



OFFICE OF THE DIRECTOR	
Date Received	Signature
9-23-25	4:50

Republic of the Philippines  
**Department of Education**  
OFFICE OF THE UNDERSECRETARY FOR LEGAL AND LEGISLATIVE AFFAIRS

DEPARTMENT OF EDUCATION	
<b>RECEIVED</b>	
RECORDS SECTION REGIONAL OFFICE NO. VIII	
DATE:	9-24-25
TRACKING #:	9505
SIGNATURE:	TIME: 9:30 AM

**MEMORANDUM**

**OULLA-2025-1947**

**TO : SCHOOLS DIVISION SUPERINTENDENTS  
DIVISION LAWYERS  
ALL OTHERS CONCERNED**

**FROM : ATTY. FILEMON RAY L. JAVIER**  
Undersecretary for Legal and Legislative Affairs

**ATTY. CHRISTIAN E. RIVERO**  
Director IV  
Supervising Director, Sites Titling Office

**SUBJECT : RENEWAL OF CONTRACT OF THE CONTRACT OF SERVICE (CoS)  
PERSONNEL IN THE DIVISION OFFICES**

**DATE : SEP 19 2025**

Pursuant to Department of Education (DepEd) Office Order No. OO-OSEC-2023-023, s. 2023 entitled, all concerned are hereby directed to submit the requirements for the renewal of the contracts of the Contract of Service (CoS) personnel assigned to the Sites Titling Office, who are deployed in the Provincial Division Offices. The contract renewal shall cover the period from 1 November 2025 to 31 December 2025.

Accordingly, the required documents shall be prepared per Division, enclosed in one (1) long expandable folder, and transmitted via courier or registered mail to the following address, on or before **25 September 2025**:

**ATTY. CHRISTIAN E. RIVERO**  
Supervising Director, Sites Titling Office  
3rd floor Mabini Bldg.,  
DepEd Complex, Meralco Avenue, Pasig City  
0927 791 4230

For your guidance and reference, attached herewith are the following annexes:

- Annex A. List of Requirements for Renewal
- Annex B. Template for SDO's Accomplishment Report
- Annex C. Template for SDO's Utilization Report
- Annex D. Template for SDO's Action Plan for November – December 2025
- Annex E. Template for Request for Authority to Renew
- Annex F. Template for List of Existing Personnel
- Annex G. Template for Individual Accomplishment Report

Annex H. Template for Certification of Performance Rating  
Annex I. Template of Service Agreement for Technical Assistant II  
Annex J. Template of Service Agreement for Technical Assistant IV

These documents may also be accessed through the following link:  
<https://rebrand.ly/RenewalofCos>

For further details or inquiries, please contact **Atty. Melford A. Lapnawan** at 0927 791 4230 or via email at [sto.fieldoffices@deped.gov.ph](mailto:sto.fieldoffices@deped.gov.ph).

For strict and immediate compliance.

STO14  
Doc. No. 107473

## **ANNEX A. List of Requirements for Renewal**

### **A. Per Schools Division Office (SDO)**

1. Letter of Indorsement from the Division Lawyer (noted by the Schools Division Superintendent)
2. SDO's Accomplishment Report
3. SDO's Utilization Report
4. SDO's Action Plan for November – December 2025
5. Request for Authority to Renew
6. Organizational Chart of the Legal Office
7. List of Existing Personnel, including vacant positions
8. Signed and Approved Work and Financial Plan (WFP) of the SDO

### **B. Per Individual Contract of Service (CoS) Personnel**

1. Letter of Intent to Renew addressed to Director Christian E. Rivero and noted by the Immediate Supervisor
2. 3 copies of Service Agreement with photocopy of one (1) valid ID with three (3) specimen signatures
3. Individual Accomplishment Report
4. Updated and notarized Personal Data Sheet (revised 2025 CSC Form 212)
5. Comprehensive Curriculum Vitae
6. Certification of a Very Satisfactory Rating for the last contract period signed by the Immediate Supervisor
7. Photocopy of old/previous Contract

(Insert Division Header)

**ACCOMPLISHMENT REPORT**  
**For the Period of MAY TO SEPTEMBER 2025**

**Region:** \_\_\_\_\_

**Schools Division Office:** \_\_\_\_\_

MONTH	KEY ACCOMPLISHMENTS
MAY	
JUNE	
JULY	
AUGUST	
SEPTEMBER	

**Prepared by:**

**Reviewed by:**

\_\_\_\_\_  
Technical Assistant IV

\_\_\_\_\_  
Division Lawyer

**Noted by:**

\_\_\_\_\_  
Schools Division Superintendent

(Insert Division Footer)





Republic of the Philippines  
Department of Education

STATUS OF DOWNLOADED FUNDS  
As of: September 20, 2025

Region: \_\_\_\_\_  
Division Office: \_\_\_\_\_  
  
Fund Source: FY 2024 GMS Fund (Continuing)  
Sub-ARO Number: \_\_\_\_\_  
Amount Received: \_\_\_\_\_

PROGRAMS, ACTIVITIES AND PROJECTS (PAPS)	PHYSICAL		FINANCIAL UTILIZATION	
	TARGET	ACCOMPLISHMENT	OBLIGATED AMOUNT	DISBURSED AMOUNT
Salary and Wages (Including Premium)				
Operational Expenses				
Travel Expenses				
Capacity Development				
Printer/Scanner				
Laptop				
Others (Please specify):				
TOTAL				

Prepared by: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Noted by: \_\_\_\_\_

Certified by: \_\_\_\_\_

Technical Assistant IV \_\_\_\_\_

Division Lawyer \_\_\_\_\_

Division Budget Officer \_\_\_\_\_

Schools Division Superintendent \_\_\_\_\_



Republic of the Philippines  
Department of Education  
SITES TITLING OFFICE

REGION:  
PROVINCE:  
Prepared by:

1  
2  
3  
4  
5

A. Summary of Existing Status of School Sites in the Province of \_\_\_\_\_

Division	Total No. of Schools Based on LIS as of June 2025	No. of Schools Titled under DepEd		No. of Schools that are not titled but are owned by DepEd (DoD, UA, DoE)	No ownership documents at all/Incomplete Documents	Surveyed	For Survey	Ancestral Domain/U usufruct	Signed Usufruct	Owned by Private Individual
		Submitted to Central Office	For submission to Central Office							

B. Action Plan for November - December 2025

Challenge / Issue / Concern	Current Status (Ongoing, Pending, Not Started)	Proposed Action Steps	Responsible Person(s) / Office	Required Resources	Target Timeline (Month/Deadline)	Priority Level (High / Medium / Low)	Measurable Outcome (e.g., # of schools, documents prepared)



Republic of the Philippines  
**Department of Education**

OFFICE OF THE UNDERSECRETARY FOR LEGAL AND LEGISLATIVE AFFAIRS

**MEMORANDUM**

**OULLA-2025-\_\_\_\_\_**

**For :** **WILFREDO E. CABRAL**  
 Undersecretary for Human Resource  
 and Organizational Development

**Thru :** **ATTY. FILEMON RAY L JAVIER**  
 Undersecretary for Legal and Legislative Affairs

**From:** **ATTY. CHRISTIAN E. RIVERO**  
 Director IV  
 Supervising Director, Sites Titling Office  
 Office of the Undersecretary for Legal and Legislative Affairs

**Subject:** **REQUEST FOR AUTHORITY TO RENEW CONTRACT OF SERVICE (CoS) WORKER IN THE SCHOOLS DIVISION OFFICE OF \_\_\_\_\_**

In order to augment the regular workforce of the Sites Titling Office – Schools Division Office of \_\_\_\_\_, may we respectfully request for authority to renew the following personnel(s) under Contract of Service (CoS) for the period of November 1, 2025 to December 31, 2025:

NAME	WORK CATEGORY	RATE	DATE OF FIRST CoS CONTRACT

**JUSTIFICATION/S:**

Please check the main reason for hiring CoS personnel and kindly further explain and justify on the space provided below.

O There is vacancy of a permanent position in the office (Administrative Assistant II)



- ☐ There is a personnel detailed/transfer to other office (pls. specify the name of the personnel and the office where he/she transferred) \_\_\_\_\_
- ☒ There are new programs and projects
- ☒ There is a need for additional manpower
- ☐ There is a creation of a new/interim office
- ☐ Others, please specify \_\_\_\_\_

The Department of Education (DepEd), through the Sites Titling Office (STO), seeks the renewal of the engagement of its existing Contract of Service (COS) personnel assigned in the Schools Division Offices. These personnel have been instrumental in supporting the updating and validation of public school site ownership records. Their continued services remain critical to the STO's initiative of maintaining accurate and reliable data through its web-based management system, which is essential for effective planning, informed decision-making, and the protection of DepEd's land assets. The COS personnel provide valuable assistance in the validation, organization, and encoding of school site data, thereby ensuring its accuracy and completeness.

The need for renewal arises from STO's limited plantilla manpower, which continues to constrain its capacity to validate and update the ownership status of thousands of DepEd school sites nationwide. Without dedicated personnel in the field offices, data discrepancies, missing legal documents, and unresolved property issues persist, delaying infrastructure projects and exposing school properties to legal risks. Regional and Division Offices have also consistently requested assistance in resolving STO-related concerns, underscoring the necessity of sustaining additional staffing support. Thus, the renewal of COS personnel is indispensable in strengthening DepEd's ongoing capacity to manage and safeguard its school sites.

It is understood that this office shall conscientiously observe and adhere to the existing policies of this Department relative thereto, and the pertinent provisions stipulated under the Office Order entitled "AMENDMENTS TO OFFICE ORDER OO-OSEC-2023-023 (Updated Implementing Guidelines on the Hiring and Renewal of Contract of Service (CoS) Workers in DepEd Central Office)."

The above personnel under CoS is not related within the third degree of consanguinity or affinity to the appointing authority, recommending official, head of office, or any person exercising immediate supervision to the concerned CoS.

Attached are the following documents for evaluation by the concerned offices:

1. Updated Office/Unit Charter;
2. Organizational Chart of the Office;
3. List of existing personnel, including vacant positions, incumbents of CTI positions, reassigned personnel from other offices, existing and proposed COS for hiring;
4. Terms of Reference (TOR);
5. Approved Work and Financial Plan (WFP);
6. Signed Contract of COS;
7. Updated Personal Data Sheet (PDS) (revised 2025 CSC Form 212);
8. Comprehensive Curriculum Vitae (CV);
9. At least Very Satisfactory Performance Rating using Individual Performance Contract and Review Form (IPCRF); and
10. Copy of old/previous contract.



**ENDORSEMENT OF CONCERNED OFFICES:**

Evaluated and Approved by:		Remarks
As to assess the need for renewal and the completeness of the documents submitted, evaluation of the Terms of Reference (ToR) and qualification requirements vis-à-vis work category and rate:	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Chief, BHRD-Personnel Division	
As to the budget allocation:	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Chiefs FS-Budget Division	

APPROVED/DISAPPROVED

WILFREDO E. CABRAL

Undersecretary for Human Resource  
and Organizational Development

[Insert Division Header]

LIST OF EXISTING PERSONNEL IN THE LEGAL OFFICE OF SCHOOLS DIVISION  
OFFICE OF \_\_\_\_\_

List of ALL existing personnel both permanent and COS, including vacant positions in the office, incumbents of CTI, reassigned personnel from other offices.

Name	Existing personnel	Number of existing positions	Existing workload	Deliverables	Remarks (e.g., CTI, reassigned, vacant)
Permanent					
Ex: Angelika Dela P. Cruz	Administrative Assistant II	1	In charge in recording and releasing documents	[Enumerate the deliverables expected for your position]	CTI
Contract of Service					
Maria Dela P. Cruz	Technical Assistant IV	1	In charge in fund utilization and procurement of services	[Enumerate the deliverables expected for your position]	Existing

[Insert Division Footer]

[Insert Division Header]

**ACCOMPLISHMENT REPORT**  
For the Period of [1<sup>st</sup> day of Work – September 15, 2025]

**Name of Personnel:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Region:** \_\_\_\_\_

**Schools Division Office:** \_\_\_\_\_

Month	Actual Accomplishment/Output
May	
June	
July	
August	
September	

Prepared by:

Reviewed and Noted by:

\_\_\_\_\_  
[Contract of Service Personnel]

\_\_\_\_\_  
[Immediate Supervisor]

[Insert Division Footer]



(Insert Division Header)

CERTIFICATION

This is to certify that [Full Name of Personnel], engaged as **Contract of Service Personnel** under the position of [Position Title] in [Place of Assignment], has rendered services from [Start Date] to [End Date].

Based on the evaluation of his/her work performance, [Full Name of Personnel] obtained a rating of [Performance Rating] for the said period.

This certification is issued this [Date Issued] as a supporting document for the renewal of the Contract of Service of the above personnel for November 1 – December 31, 2025.

[Signature over Printed Name of the Immediate Supervisor]  
[Designation]

# ANNEX I. TEMPLATE OF SERVICE AGREEMENT FOR TECHNICAL ASSISTANT II

SERVICE AGREEMENT			
FIRST PARTY		SECOND PARTY	
DEPARTMENT OF EDUCATION (DEPED)		Name	
Address	DepEd Complex Meralco Ave. Pasig City	TIN	
Representative	ATTY. CHRISTIAN E. RIVERO Director IV Supervising Director, Sites Titling Office Office of the Undersecretary for Legal and Legislative Affairs	Address	
TERMS AND CONDITIONS			
Office/Place of Assignment	SITES TITLING OFFICE – DIVISION OFFICE OF CAMARINES SUR		
Contract Period	November 01 – December 31, 2025	Comparable Position/Position	Technical Assistant II
Basic Service Fee per month	38,000.00	Premium Pay	3,800.00
GENERAL PROVISIONS			
1. The FIRST PARTY engages the services of the SECOND PARTY at the rate equivalent to <b>Php38,000.00 with 10% premium pay</b> 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.		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.	
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.		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.	
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.		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.	
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.		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.	
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 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.		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 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.	
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.		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.	
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.		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.	
8. The SECOND PARTY shall not be entitled to the benefits granted to regular plantilla employees, such as PERA, ACA, 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.			
SERVICE FEE, OTHER REMUNERATIONS & FUNDING		NON-DISCLOSURE OF CONFIDENTIAL INFORMATION	
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.		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:	
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.

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.

4. The SECOND PARTY is entitled to HIS/HER daily rate during regular or special non-working holidays, including work suspensions declared through Executive Orders, subject to the rules on absences and tardiness.

5. This Agreement shall be funded from the FY GAA 2024 Continuing Appropriation under the General Management and Supervision Fund of the Office of the Secretary for the fiscal year covering the effectivity period of this Agreement.

- a. 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;
- b. Information in the public domain;
- c. 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
- d. Information that the FIRST PARTY agrees in writing that the SECOND PARTY may disclose to third parties.
- 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.

#### TERMINATION OF AGREEMENT

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.
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. In addition, any violation of the warranties or provisions under this Agreement is a ground for termination.

TURN OVER AND CLEARANCE REQUIREMENTS	DISPUTE RESOLUTION
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: 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. b. Secure the Clearance from All Accountabilities duly approved by the FIRST PARTY.	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.
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.	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.
	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 Pasig City, to the exclusion of all other courts.

IN WITNESS WHEREOF, the Parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_ 20\_\_ at \_\_\_\_ City, Philippines.

**ATTY. CHRISTIAN E. RIVERO**  
Director IV  
Supervising Director, Sites Titling Office  
Office of the Undersecretary for Legal and Legislative Affairs

Name of the Hired CoS  
ID Type: ID No. (i.e., PRC ID: 012345)

Certification as to Availability of Funds:

Certification as to Correctness of Comparable Salary Grade and Qualification Standard:

OBRS:

AMOUNT:

#### 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
<b>ATTY. CHRISTIAN E. RIVERO</b>	DepEd ID No. 13-102334-0	Pasig City	
<b>NAME OF HIRED CoS</b>			

I, Notary Public, do hereby certify that the foregoing is a true and correct copy of the original document, and that the same is the 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 2025



# ANNEX J. TEMPLATE OF SERVICE AGREEMENT FOR TECHNICAL ASSISTANT IV

SERVICE AGREEMENT			
FIRST PARTY		SECOND PARTY	
DEPARTMENT OF EDUCATION (DEPED)		Name	
Address	DepEd Complex Meralco Ave. Pasig City	TIN	
Representative	ATTY. CHRISTIAN E. RIVERO Director IV Supervising Director, Sites Titling Office Office of the Undersecretary for Legal and Legislative Affairs	Address	
TERMS AND CONDITIONS			
Office/Place of Assignment	SITES TITLING OFFICE		
Contract Period	November 01 - December 31, 2025	Comparable Position/Position	Technical Assistant IV
Basic Service Fee per month	67,000.00	Premium Pay	6,700.00
GENERAL PROVISIONS			
1. The FIRST PARTY engages the services of the SECOND PARTY at the rate equivalent to <b>Php67,000.00 with 10% premium pay</b> 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.		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.	
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.		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.	
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.		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.	
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.		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.	
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 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.		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 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.	
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.		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.	
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.		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.	
8. The SECOND PARTY shall not be entitled to the benefits granted to regular plantilla employees, such as PERA, ACA, 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.			
SERVICE FEE, OTHER REMUNERATIONS & FUNDING		NON-DISCLOSURE OF CONFIDENTIAL INFORMATION	
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. 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. 3. The SECOND PARTY is entitled to premium pay based on their remuneration rate under the contract and in accordance with the existing		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: a. 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; b. Information in the public domain; c. 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	



guidelines of DepEd, and subject to availability of funds therefore, and under strict compliance with the budgeting, accounting, and auditing rules and regulations.

4. The SECOND PARTY is entitled to HIS/HER daily rate during regular or special non-working holidays, including work suspensions declared through Executive Orders, subject to the rules on absences and tardiness.

5. This Agreement shall be funded from the FY GAA 2024 Continuing Appropriation under the General Management and Supervision Fund of the Office of the Secretary for the fiscal year covering the effectivity period of this Agreement.

d. Information that the FIRST PARTY agrees in writing that the SECOND PARTY may disclose to third parties.

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.

TERMINATION OF AGREEMENT

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.
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-OSFEC-2023-023. In addition, any violation of the warranties or provisions under this Agreement is a ground for termination.

TURN OVER AND CLEARANCE REQUIREMENTS	DISPUTE RESOLUTION
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: 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. b. Secure the Clearance from All Accountabilities duly approved by the FIRST PARTY.	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.
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.	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.
	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 Pasig City, to the exclusion of all other courts.

IN WITNESS WHEREOF, the Parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_ at \_\_\_\_ City, Philippines.

**ATTY. CHRISTIAN E. RIVERO**

Director IV

Supervising Director, Sites Titling Office

Office of the Undersecretary for Legal and Legislative Affairs

**Name of the Hired CoS**

**ID Type: ID No. (i.e., PRC ID: 012345)**

Certification as to Availability of Funds:

Certification as to Correctness of Comparable Salary Grade and Qualification Standard:

OBRS:

AMOUNT:

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

**ATTY. CHRISTIAN E. RIVERO**

DepEd ID No. 13-102334-0

Pasig City

**NAME OF HIRED CoS**

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 2025