



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

January 26, 2026

REGIONAL MEMORANDUM

No. **112** s. 2026

**RENEWAL OF CONTRACT OF SERVICE (COS) PERSONNEL IN REGIONAL
OFFICES AND SELECTED SCHOOLS DIVISION OFFICES ASSIGNED
TO BUREAU OF LEARNER SUPPORT SERVICES**

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

1. Attached is Memorandum DM-OUGOPS-2025-07-07826 with the subject: Renewal of Contract of Service (COS) Personnel in Regional Offices and Selected School Division Offices Assigned to Bureau of Learner Support Services.
2. Immediate dissemination of and strict compliance with this Memorandum are desired.

RONALO AL K. FIRMO CESO IV
Assistant Regional Director
Office-in-Charge
Office of the Regional Director

Enclosure: As stated

Reference: As stated

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

CONTRACT OF SERVICE

LEARNER SUPPORT SERVICES

AD-PS-EDR





Republika ng Pilipinas

Department of Education

OFFICE OF THE UNDERSECRETARY FOR GOVERNANCE AND OPERATIONS

MEMORANDUM
DM-OUGOPS-2025-07 - 07826

FOR : Regional Directors
Selected Schools Division Superintendents
Regional and Schools Division Learner Rights and
Protection Focal Persons
All Others Concerned

FROM : **MALCOLM S. GARMA**
Undersecretary
Office of the Undersecretary for Governance and Operations

SUBJECT : **RENEWAL OF CONTRACT OF SERVICE (COS) PERSONNEL IN
REGIONAL OFFICES AND SELECTED SCHOOL DIVISION
OFFICES ASSIGNED TO BUREAU OF LEARNER SUPPORT
SERVICES**

DATE : December 17, 2025

The Department of Education (DepEd) envisions the holistic development of learners through the promotion of learners' physical, intellectual, and social well-being which complement curricular offerings. This is achieved through different programs under the Bureau of Learner Support Services (BLSS) encompassing Learner Support Programs (School Health and Learner Formation) and School-Based Feeding Program under the School Health Division and Youth Formation Division, Physical Fitness and School Sports Program under the School Sports Division, and Child Protection Program under the Learner Rights and Protection Division.

To ensure the effective implementation of these programs, the BLSS provides support to Regional Offices (ROs) through their respective Education Support Services Divisions (ESSDs), and the Schools Division Offices (SDOs), through their respective Schools Governance and Operations Divisions (SGODs), using Direct Release (DR) and Program Support Funds (PSF). This includes the hiring of Technical Assistants (TA) under Contract of Service (CoS).

In line with the foregoing, this office hereby advises the concerned DepEd field offices to proceed with the renewal of the engagement of Technical Assistants under Contract of Service (CoS), the cost of which may be charged to the remaining FY 2025 Funds or FY 2026 Funds for this purpose, in accordance with existing Direct Release and Program Support Fund guidelines, pending the issuance of the FY 2026 General Appropriations Act and updated implementing guidelines. Please see attached Annex A which contains the existing guidelines and the list of allowable CoS positions subject for renewal in FY 2026 and the current Salary Rates for these positions.

This memorandum shall remain valid and effective until the issuance of the FY 2026 General Appropriations Act, the updated Program Support Fund (PSF) and Direct Release Guidelines, and the new Salary Rates of DepEd Contract of Service personnel.



Republika ng Pilipinas
Department of Education

OFFICE OF THE UNDERSECRETARY FOR OPERATIONS

MEMORANDUM

DM-OUOPS-2025-11 - 00393

TO : All Regional Directors
Selected Schools Division Superintendents
All Others Concerned

FROM : MALCOLM S. GARMA
Assistant Secretary, Officer-in-Charge
Office of the Undersecretary for Operations

SUBJECT : GUIDELINES ON THE UTILIZATION OF PROGRAM SUPPORT FUNDS AND FUNDS FOR DIRECT RELEASE TO THE REGIONAL OFFICES FOR THE IMPLEMENTATION OF LEARNER RIGHTS AND PROTECTION PROGRAMS, PROJECTS, AND ACTIVITIES UNDER FY 2025

DATE : January 15, 2025

This has reference to the proposed Program Support Fund (PSF) and funds for Direct Release (DR) to the Regional Offices in support of the programs, projects, and activities (PPAs) of the DepEd Learner Rights and Protection Division (LRPD) under the line item of Child Protection Program in the General Appropriations Act for Fiscal Year 2025. Relatedly, this memorandum is issued to provide clarity on the objectives and goals, as the allowable expenses of these proposed programs are in line with the mandates of the LRPD¹, specifically in advocating for learners' rights and strengthening DepEd's zero-tolerance policy against acts of abuse, exploitation, violence, discrimination, bullying, and other forms of abuse committed against our learners.²

RELEASE OF FUNDS

The LRPD has allocated the PSF and funds for DR to Regional Offices (ROs) amounting to a total of **Twenty-Six Million Nine Hundred Ninety-Nine Thousand Five Hundred Thirty Pesos (P 26,999,530.00)** from the FY 2025 Child Protection Program (CPP) Current Funds. The allocation per region is attached as **Annex A**.

These programs under the Program Support Fund are as follows:

¹ DepEd Order No. 3, s. 2021

² DepEd Order No. 40, s. 2012

1. Hiring of Learner Rights and Protection Personnel under Contract of Service in Field Offices

In the past years, DepEd has allowed the hiring of COS for the expediency of services, particularly with the heavy volume and urgency of work in the Department, as well as insufficient plantilla items in the Regional and Division Offices. Moreover, pursuant to Item 19, Enclosure to DepEd Order No. 03, s. 2021, otherwise known as the "Creation of the Child Protection Unit and the Child Rights in Education Desk in the Department of Education (now Learner Rights and Protection Division)", LRPD may engage the services of consultants and technical assistants on a contractual basis or under other arrangements in accordance with applicable laws and rules.

The hiring of employees under COS will not only benefit the LRPD in the efficient performance of its functions but will enable the Regional Office to implement LRP programs more effectively, ensuring immediate action and monitoring of interventions in schools, thereby benefiting our learners.

Region	No. of COS	Work Category	Rate	Premium	No. of Month	Amount per Region	Total
All Regions	16	Technical Assistant II	38,000.00	3,800.00	12	501,600.00	8,025,600.00

Region	Division	No. of COS	Work Category	Rate	Premium	No. of Month	Amount per SDO	Total
CALABARZON	Quezon	1	Administrative Support II (AS II)	22,000.00	2,200.00	12	290,400.00	871,200.00
	Rizal	1		22,000.00	2,200.00	12	290,400.00	
	Cavite	1		22,000.00	2,200.00	12	290,400.00	
Region V	Camarines Sur	1		22,000.00	2,200.00	12	290,400.00	871,200.00
	Sorsogon	1		22,000.00	2,200.00	12	290,400.00	
	Albay	1		22,000.00	2,200.00	12	290,400.00	
Region VI	Iloilo	1		22,000.00	2,200.00	12	290,400.00	871,200.00
	Negros Occidental	1		22,000.00	2,200.00	12	290,400.00	
	Bacolod City	1		22,000.00	2,200.00	12	290,400.00	
Region VII	Cebu	1		22,000.00	2,200.00	12	290,400.00	871,200.00
	Cebu City	1		22,000.00	2,200.00	12	290,400.00	
	Lapu-Lapu City	1		22,000.00	2,200.00	12	290,400.00	
NCR	Quezon City	1		22,000.00	2,200.00	12	290,400.00	871,200.00
	Manila	1		22,000.00	2,200.00	12	290,400.00	
	Caloocan City	1		22,000.00	2,200.00	12	290,400.00	

The proposed COS to be hired for the ROs and SDOs shall have the following terms of reference or functions:

- To assist in the implementation of Learner Rights and Protection Programs under the jurisdiction of their respective Regional Offices;
- To assist the Child Protection Committees (CPCs) in the collection and consolidation of LRP reports/data from schools;

- C. Draft memoranda, endorsements, and other similar communications related to Learner Rights and Protection;
- D. To coordinate with, and gather information from, the Schools Division Offices relative to Learner Rights and Protection reports/concerns;
- E. To act as the Regional/Division Focal Person for the close monitoring of Learner Rights and Protection activities and concerns at the Region/Schools Division level;
- F. To assist the Learner Rights and Protection Division in the dissemination of announcements and other relevant information to the Schools Division Offices and Schools; and
- G. To perform functions as may be assigned by the immediate Supervisor, the Schools Division Superintendents the Regional Director, the Director of the Learner Rights and Protection Division, the Assistant Secretary for Operations, and the Undersecretary for Operations.

In relation to the above-mentioned terms of reference, the Technical Assistant II (TA II) assigned in the Regional Offices shall have the following qualifications:

- A. Bachelor's Degree related to Learner Rights and Protection, such as Psychology, Social work, Legal Management, Guidance Counseling, Education, or its equivalents;
- B. At least eight (8) hours of training related to Learner Rights and Protection and other training relevant to the job;
- C. At least one (1) year of relevant experience;
- D. Experience in child rights, particularly Learner Rights and Protection, is a plus;
- E. Demonstrated success in planning, organizing, implementing, monitoring, and evaluating systems, programs, projects, and activities;
- F. Works efficiently and requires minimal supervision;
- G. Familiar with various office software like Google Docs, Sheets, and Forms; and
- H. Working knowledge of various web conferencing software such as Zoom, Google Meet, and Microsoft Teams, is an advantage.

In relation to the above-mentioned terms of reference, the Administrative Support II (AS II) SDO-COS shall have the following qualifications:

- A. Completion of at least two years in college; or Senior High School graduate with relevant specialization;
- B. At least eight (8) hours of training related to Learner Rights and Protection and other training relevant to the job;
- C. At least one (1) year of relevant experience;
- D. Experience in child rights, particularly Learner Rights and Protection, is a plus;
- E. Good written and oral communication skills;
- F. Works efficiently and requires minimal supervision;
- G. Familiar with various office software like Google Docs, Sheets, and Forms; and
- H. Working knowledge on various web conferencing software such as Zoom, Google Meet, and Microsoft Teams, is an advantage.

2. Learner Rights and Protection Desk (LRP-Desk) in the 2025 Palarong Pambansa

The establishment of the Learner Rights and Protection (LRP) Desk during the 2023 Palarong Pambansa in all regional billeting quarters and selected playing venues was a pioneer program of the LRPD. The LRP Desk functions as a coordination hub and responds to queries on LRP concerns, ensuring the protection of our learner athletes by activating our preventive and responsive approaches, including ensuring the observance of the 5Rs of Child Protection.

The establishment of the LRP Desk in all sporting events is aimed at safeguarding our participating learner-athletes, including coaches, trainers, participating teaching and non-teaching personnel, and parent/guardian, to ensure that learners are protected from possible abuse, exploitation, discrimination, and bullying.

Region	Beneficiaries	Target Participants	No. of Regional LRP-Desk during Palarong Pambansa	Implementation
All Regions	DepEd Athletes	LRP Focal Personnel	16	April -May 2025

3. 33rd National Children's Month and International Student's Day

The NCM is annually celebrated every November pursuant to Republic Act (RA) No. 10661, titled "An Act Declaring the Month of November of Every Year as the National Children's Month", commemorating the adoption of the United Nations Convention on the Rights of the Child (UNCRC) on November 20, 1989, seeking to promote the protection of children's rights. Section 4 thereof mandates the Department of Education (DepEd) to facilitate and encourage the commemoration of the NCM in all schools, public and private, nationwide.

For this year, to maximize learner participation, the NCM shall be conducted together with the International Student's Day celebration. The Program aims to celebrate and promote learners' rights to education, showcasing DepEd's initiatives to impact learner protection and skill-building.

Relatedly, the fund to be downloaded shall be used exclusively in the conduct of its activities that shall aim to empower, strengthen, and enhance the protection of our learners against violence and all forms of abuse. The expenses shall cover the cost needed to ensure the implementation of the NCM in all Regions.

Region	Beneficiaries	Target Participants	No. of Region conducting National Children's Month	Implementation

All Regions	Learners	LRP Focal Personnel	16	1 st and 2 nd week of November 2025
Region	Beneficiaries/ Target Participants	No. of Region conducting National Children's Month Culminating Program and International Student's Day	Implementation	
MIMAROPA	Learners, Selected Focal Personnel, School Heads, and Guidelines Counselor or Designate	1	Last Week of November 2025	

4. 5th National and Regional Interface Workshop on Learner Rights and Protection Program

This is to involve our Regional and Selected Schools Divisions Focal Persons in enhancing the implementation of LRPD programs, and review the different activities implemented from January 2025 to May 2025 and June 2025 to December 2025. This program aims to review programs, facilitate accomplishment of results or changes, provide future contingencies, manage optimum utilization of resources, and foster stronger relationship and cohesiveness of the LRPD, ROs, SDOs and identified School Heads through collaborative discussion, participative activities and school visitation.

In addition to this activity, LRPD, with the ROs and SDOs, conducts advocacy campaign in the identified last-mile school, where we can reiterate LRPD policies and programs. The Program stresses DepEd's policy that all means shall be exhausted, ensuring that no Filipino learner will be left behind, strengthening the zero-tolerance policy against acts of abuse, exploitation, violence, discrimination, bullying, and other forms of abuse committed against our learners.

Host Region	Beneficiaries	Target Participants	No. of Submitted Reports by the Field Offices	Implementation
Region X	ROs and SDOs for reviewing the LRP Implementation and Identified Last-Mile School for	LRPD Personnel	16	December 2-5, 2025

	awareness campaign			
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5. Roll-Out of the Developed LAC Session Guides on Positive Discipline

DepEd Order No. 40, s. 2012, entitled, "DepEd Child Protection Policy," prohibits the use of corporal punishment and encourages the use of a non-violent approach to discipline. LRPD, together with the BLD-TLD, crafted the session guides to strengthen the use of positive discipline as a behavioral management technique in schools. The LAC Session Guides have undergone consultation and review integrating all learner protection policies, including theories on the importance of discipline in schools.

This Program intends to roll out the finalized LAC, participants will have first-hand experience with the use thereof and will be facilitated by the lead writers who crafted the session guides.

Region	Beneficiaries / Target Participants	No. of trained personnel on the use of the developed Learning Action Cell (LAC) Session Guides on Positive Discipline	Implementation
Region VII	LRP focal, Schools Heads, Guidance Counselor/Designate	50	August 11-15, 2025

UTILIZATION OF FUNDS

A. Eligible Expenses

These guidelines shall apply to the funds downloaded to the Regional Offices and its designated Schools Division Office/s, covering the following eligible expenses:

- Travel Expenses for all LRP-related programs and activities;
- Supplies and Materials;
- Printing and Distribution of advocacy materials;
- Rental of Equipment and Services;
- Gasoline for DepEd vehicle or rental of vehicle;
- Venue with Board and lodging of identified participants, trainers, or resource persons and facilitators;
- Professional fees or honorarium of non-DepEd resource persons, subject to the guidelines under Budget Circular Nos. 2017-1 and 2 and National Budget Circular No. 2007-510; and
- Rental of Equipment's specifically to big events only.

B. Any balances from the downloaded funds may be used by the Regional Office on CPP-related activities/projects, subject to the existing guidelines on the use of CPP funds.

C. The utilization of funds shall be in accordance with the existing budgeting, accounting, auditing, and procurement rules and regulations.

The estimated costs of identified expenses indicated in the approved Budget Estimate may vary. Hence, in the event that the actual market price of an expenses item is higher than the estimated cost, the procurement entity may modify the budget of other expenses items listed in the approved Budget Estimates over the variance.

SUBMISSION OF REPORTS

The RO shall then submit all the consolidated approved Activity Report (**attached as Enclosure A**), Utilization Report (**attached as Enclosure B**), including supporting documentation i.e., photos and/or videos, Service Agreement (**attached as Enclosure C**), Accomplishment Report (**attached as Enclosure D**), and Summary of Utilization (**attached as Enclosure E**).

The consolidated reports shall be submitted to the LRPD quarterly through email address: lrpd@deped.gov.ph.

For related concerns and clarifications, you may coordinate with Atty. Suzette T. Gannaban-Medina, Officer-in-Charge, Office of the Director III of the Bureau of Learner Support Services and Learner Rights and Protection Office on the email address above or landline (02) 8638-1782.

For your guidance and strict compliance.

Thank you.

FY 2025 Child Protection Program
Regional Learner Rights and Protection Funds
Current Fund

Region	Direct Release				Program Support Fund				Grand Total
	Hiring of Learner Rights and Protection Personnel under Contract of Service in Field Offices	Learner Rights and Protection Desk (LRP-Desk) in the 2025 Palarong Pambansa	33rd National Culminating Program and International Student's Day	Total	33rd National Children's Month <i>BCN-196</i>	5th National and Regional Interface Workshop on Learner Rights and Protection Program <i>197</i>	Roll-Out of the Developed LAC Session Guide on Positive Discipline <i>198</i>	Total	
I	501,600.00	59,400.00		561,000.00	80,000.00			80,000.00	641,000.00
II	501,600.00	81,400.00		583,000.00	80,000.00			80,000.00	663,000.00
III	501,600.00	81,400.00		583,000.00	80,000.00			80,000.00	663,000.00
-A	1,372,800.00	81,200.00		1,454,000.00	80,000.00			80,000.00	1,534,000.00
-B	501,600.00	156,400.00	10,000,000.00	10,658,000.00	80,000.00			80,000.00	10,738,000.00
V	1,372,800.00	94,200.00		1,467,000.00	80,000.00			80,000.00	1,547,000.00
VI	1,372,800.00	156,200.00		1,529,000.00	80,000.00			80,000.00	1,609,000.00
VII	1,372,800.00	156,200.00		1,529,000.00	80,000.00		432,530.00	512,530.00	2,041,530.00
VIII	501,600.00	156,400.00		658,000.00	80,000.00			80,000.00	738,000.00
X	501,600.00	163,400.00		665,000.00	80,000.00			80,000.00	745,000.00
XI	501,600.00	163,400.00		665,000.00	80,000.00	850,000.00		930,000.00	1,595,000.00
XII	501,600.00	163,400.00		665,000.00	80,000.00			80,000.00	745,000.00
XIII	501,600.00	148,400.00		650,000.00	80,000.00			80,000.00	730,000.00
CR	501,600.00	156,400.00		658,000.00	80,000.00			80,000.00	738,000.00
	1,372,800.00	156,200.00		1,529,000.00	80,000.00			80,000.00	1,609,000.00
AR	501,600.00	81,400.00		583,000.00	80,000.00			80,000.00	663,000.00
TAL	12,381,600.00	2,055,400.00	10,000,000.00	24,437,000.00	1,280,000.00	850,000.00		2,562,530.00	26,999,530.00

ENCLOSURE A

	Republic of the Philippines Department of Education Region VIII – Eastern Visayas	Effectivity Date:	
	Activity Report (for meetings, seminars, training, workshops, conferences, and other relational activities)	Version no.	
		Revision No.	
		Page no.	
		Reference no.	

TITLE OF ACTIVITY	DATE/TIME	PLACE/VENUE

DETAILS OF ACTIVITY	
I.	Overview:
II.	Objective:
III.	Highlights of Activities:
IV.	Outputs of the Activity
V.	Recommendations / Relevant applications in DepEd
VI.	Requested Actions (if any):

VII. Monitoring and Evaluation (Specific Data)**Total Number of Participants:**

Name	Designation	Name of School	Year/s of service as CPC Member

VIII. Attachments (Check if Applicable)

Available	Photos
Available	PowerPoint Presentations
Available	Brochures / Toolkit
Available	Workshop/Activity Method
Available	Program of Activity
Available	Attendance Sheet
Others (Please Specify)	Kindly attached the acknowledgement Receipt

Prepared by:

Approved by:

LRP Focal Person - COS_____
Regional Director

**TITLE OF ACTIVITY**

Amount of PSF Received:		Date Received:		SUB-ARO No:	
Php _____		_____		_____	
Amount Utilized:		Amount Liquidated:		Date of Liquidation:	
Php _____		Php _____		_____	
Expenses: (Use additional sheet if necessary.)				Remarks:	
Physical Accomplishments			Financial Accomplishments		
Target	Actual	%	Target	Actual	%



Republic of the Philippines
Department of Education
LEARNER RIGHTS AND PROTECTION DIVISION
REGION __

III. Best Practices, Recommendations, and Ways Forward (Use additional sheet if necessary.)

ENCLOSURES:

The Implementing SDO shall attach the following documents:

- Photocopies of receipts
- Photocopies of Attendance Sheets
- Photos of actual conduct of consultation

The undersigned LRP Focal Person and Official certify that the PSF provided to the _____ by the Learner Rights and Protection Office for _____, was utilized in accordance with applicable DepEd issuances and accounting rules and regulations.

Prepared by:

Approved:

Division LRP Focal Person

Schools Division Superintendent

ENCLOSURE C

SERVICE AGREEMENT			
FIRST PARTY		SECOND PARTY	
DEPARTMENT OF EDUCATION -		Name	
Address		TIN	
Representative		Address	
TERMS AND CONDITIONS			
Office/Place of Assignment	Office of the Regional Director		
Contract Period		Comparable Position/Position	
Basic Service Fee per month		Premium Pay	
GENERAL PROVISIONS			
1. The FIRST PARTY engages the services of the SECOND PARTY at the rate equivalent to Php 35,000.00 with premium pay 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 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. This is without prejudice to any rights arising from Item 4 of the Service Fee, Other Remuneration, and Funding of this Agreement. 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 HER services rendered be credited as government service. Nevertheless, 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 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 SHE is of good moral standing, and has not been previously dismissed by reason of any administrative or criminal case, and that 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 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 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, 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: 1. Information already known or obliged by the receiving party by independent	
2. The SECOND PARTY may be allowed to claim transportation and other			

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 2024 GAA under the **Learner Rights and Protection Office** for the fiscal year covering the effectivity period of this Agreement.

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 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

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.

2. The SECOND PARTY shall submit the duly approved Clearance from All Accountabilities as a condition precedent to the release of her final Service Fee payment.

DISPUTE RESOLUTION

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. 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 _____ at _____, Philippines.

RD/SDS
First Party

RO-DO-COS
Second Party

Certification as to Availability of Funds:

OBSR:

AMOUNT:

ACKNOWLEDGMENT

Republic of the Philippines)

City of _____) S.S.

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

Name	Gov't Issued ID	Place Issued	Date Issued
(REGIONAL DIRECTOR)			
(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. _____;

ENCLOSURE D

ACCOMPLISHMENT REPORT
For the Period of M-D-Y

Name of Personnel: Name
Division: Learner Rights and Protection Division
Bureau/Office:

Date	Actual Accomplishment/Output

Submitted by:

Approved by:

Name
Position
Date:

Name
Regional Director
Date:

ENCLOSURE E

Summary of Budget Utilization Report

FY	Allotment Received	Obligations	Disbursements	Balances	Obl. Rate	Disb. Rate
2023						
2024						
2025						

Historical Data

Submitted by:

Approved by:

Name
Position
Date:

Name
Regional Director
Date:

SERVICE AGREEMENT			
FIRST PARTY		SECOND PARTY	
DEPARTMENT OF EDUCATION (DEPED)		Name	
Address	DepEd Complex Meralco Ave. Pasig City	TIN	
Representative		Address	
TERMS AND CONDITIONS			
Office/Place of Assignment			
Contract Period		Comparable Position/Position	
Basic Service Fee per month		Premium Pay	
GENERAL PROVISIONS			
<p>1. The PARTIES expressly agree that this Service Agreement shall be governed by and strictly comply with CSC-COA-DBM Joint Circular (JC) No. 01, Series of 2025, entitled "Guidelines on the Engagement of Contract of Service and Job Order Workers in the Government," jointly issued by the appropriate oversight agencies. The engagement of the SECOND PARTY, including but not limited to the nature of services, duration of engagement, compensation, allowable benefits, and limitations, shall at all times conform to the provisions of the said Joint Circular and other pertinent civil service, budgeting, accounting, auditing, and procurement laws, rules, and regulations.</p>		<p>9. 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 gove'rnment. 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.</p>	
<p>2. The FIRST PARTY engages the services of the SECOND PARTY at the rate equivalent to Php [Salary Rate based on Officer Order OO-OSEC-2024-306] with 10% premium pay 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>10. 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>3. 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>11. 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>4. The SECOND PARTY may be allowed to adopt Flexible Working Arrangements (FWA) subject to approval of the head of the respective functional office assigned strictly complying the Department Order (DO) No. 004 series of 2025, also known as the "Guidelines on the Adoption of the Flexible Work Arrangement in the Department of Education". Further, the same shall likewise be entitled to other benefits and privileges subject to any subsequent DepEd Order that may authorize such entitlement.</p>		<p>12. 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>5. 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>13. 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>6. 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 Orders, and other relevant laws, circulars, and issuances.</p>		<p>14. 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>7. 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, s/he shall be covered by the CSC-COA-DBM JC No. 1 s. 2025, as amended, and other relevant and applicable laws, policies, circulars, rules and regulations.</p>		<p>15. 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>8. The SECOND PARTY warrants that s/he is of good moral standing and has not been previously dismissed by reason of any administrative or criminal case, and that s/he possesses the qualifications, education, experience, skills, or expertise required to perform the services, as indicated in Section V.1. of OO-OSEC-2023-023, as amended.</p>		<p>16. 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>	
SERVICE FEE, OTHER REMUNERATIONS & FUNDING		NON-DISCLOSURE OF CONFIDENTIAL INFORMATION	

<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 is entitled to be paid on work suspensions declared through supporting documentation/s and other applicable legal bases, which shall not be treated as absences and deduction/s from the Service Fee. The same shall be applied for non-working holidays provided that the SECOND PARTY shall be able to render at least eight (8) working hours on the day immediately before or after the declared non-working holiday/s. An exemption shall apply as provided on Item No. 3.</p> <p>3. The SECOND PARTY shall not be paid on work suspensions and non-working holidays WITHIN the weeks that the SECOND PARTY has been absent for AT LEAST fifteen (15) working days, except force majeure and health-related circumstances supported by pertinent documentations determined sufficient by the FIRST PARTY.</p> <p>4. The SECOND PARTY is entitled to premium pay and overtime pay, provided that the activities which may warrant the rendition of overtime services, based on the corresponding remuneration rate and its adjustment under the contract, 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>5. 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 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>6. This Agreement shall be funded from the General Appropriations Act (GAA 2026) Fund for the fiscal year covering the effectivity period of this Agreement.</p>	<p>1. 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>2. The SECOND PARTY strictly observe the confidentiality of all procurement-related information and documents, including but not limited to bidding documents, supplemental bid bulletins, resolutions, position papers, and other internal communications. No said confidential information shall be disclosed, shared, or otherwise divulged, in whatever form, to any prospective bidder, supplier, contractor, consultant, or to any person – natural or judicial – who has direct or indirect interest in the project to be procured, or to any other party, prior to the official release of the said information or document to the public, except to those duly authorized by the FIRST PARTY in the official handling thereof.</p> <p>3. The foregoing obligations on confidentiality and non-disclosure of confidential information shall survive and subsist even after the expiration or termination of this Agreement. The breach or violation of the foregoing provisions shall be ground for the FIRST PARTY to exercise its rights against the SECOND PARTY, including immediate termination of the contract, without prejudice with all relevant laws, rules, regulations, and issuances, in addition to this Agreement.</p>
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TERMINATION OF AGREEMENT

- 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.
- 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> <ol style="list-style-type: none"> 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. Secure the Clearance from All Accountabilities duly approved by the FIRST PARTY. <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>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. 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 Pasig City, to the exclusion of all other courts.</p>

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

<p>_____ [FULL NAME OF FIRST PARTY] [Designation of FIRST PARTY]</p>	<p>_____ [FULL NAME OF SECOND PARTY]</p>
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ACKNOWLEDGEMENT

Republic of the Philippines

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) 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____.