



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

6187

July 17, 2026

REGIONAL MEMORANDUM

No. **929** s. 2026

**GUIDELINES ON THE PROCESSING OF CHANGE WORK CATEGORY (CWC) AND
HIRING OF CONTRACT OF SERVICE (COS) PERSONNEL IN THE
FIELD OFFICES UNDER THE LEARNER RIGHTS AND
PROTECTION FOR FY 2026**

To: Schools Division Superintendents
All Others Concerned

1. Attached is a communication from DepEd Central Office with Memorandum DM-
OUGOPS-2026-11-1865 with the subject: Guidelines on the Processing of Change Work
Category (CWC) and Hiring of Contract of Service (COS) Personnel in the Filed Offices
Under the Learner Rights and Protection Division for FY 2026.

2. Immediate dissemination of and strict compliance with this Memorandum are
desired.


SALUSTIANO T. JIMENEZ JD, EdD, CESO III
Regional Director

Enclosure: As stated

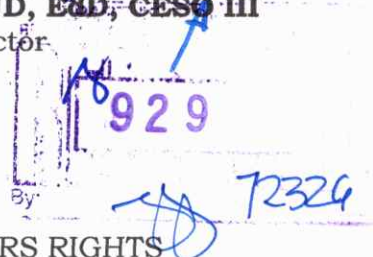
Reference: As stated

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

CONTRACT OF SERVICE

GUIDELINES

LEARNERS RIGHTS



AD-PS-EDR



Region VIII Eastern Visayas <region8@depd.gov.ph>

Guidelines for the processing of Change Work Category (CWC) and hiring of additional Contract of Service (COS) personnel in the field offices under the Learner Rights and Protection Division (LRPD) for FY 2026.

1 message

Learner Rights and Protection Office (DepEd) <lppo@depd.gov.ph>

Wed, Jul 8, 2026 at 2:28 PM

To: DEPED I ILOCOS REGION <region1@depd.gov.ph>, DEPED II CAGAYAN VALLEY <region2@depd.gov.ph>, DEPED III CENTRAL LUZON <region3@depd.gov.ph>, DEPED REGION IV-A CALABARZON <region4a@depd.gov.ph>, MIMAROPA REGION <mimaropa.region@depd.gov.ph>, DEPED V BICOL REGION <region5@depd.gov.ph>, DepEd VI Western Visayas <region6@depd.gov.ph>, DepEd Region VII Central Visayas <region7@depd.gov.ph>, REGION VIII EASTERN VISAYAS <region8@depd.gov.ph>, DEPED IX ZAMBOANGA PENINSULA <region9@depd.gov.ph>, DEPED X NORTHERN MINDANAO <region10@depd.gov.ph>, DEPED XI DAVAO REGION <region11@depd.gov.ph>, DEPED XII SOCCSKSARGEN <region12@depd.gov.ph>, DEPED REGION XIII CARAGA <caraga@depd.gov.ph>, DEPED CORDILLERA ADMINISTRATIVE REGION <car@depd.gov.ph>, DEPED NATIONAL CAPITAL REGION <ncr@depd.gov.ph>, "Negros Island Region (NIR)" <nir@depd.gov.ph>

Cc: Darius Nieto <darius.nieto@depd.gov.ph>, Elmer Sabado <elmer.sabado@depd.gov.ph>, Ginnojhep Pacquing <ginnojhep.pacquing@depd.gov.ph>, Edison Mercado <edison.mercado@depd.gov.ph>, Rochelle May Nisola <rochellemay.nisola@depd.gov.ph>, Eloisa Sadia <eloisa.sadia@depd.gov.ph>, Sylver Rose Nile Olicia <sylverrosenile.olicia@depd.gov.ph>, Jennie Rose Jacela <jennierose.jacela@depd.gov.ph>, Roxanne Cases <roxanne.cases@depd.gov.ph>, Frances Jade Caniban <francesjade.caniban@depd.gov.ph>, Johnnyline Jagdon <johnnyline.jagdon@depd.gov.ph>, Liza Marie Victoria Dillena <liza.dillena@depd.gov.ph>, Hazel Quevedo <hazel.quevedo-cos@depd.gov.ph>, Hannah Rose Cuaderno <hannahrose.cuaderno@depd.gov.ph>, Leila Enriquez <leila.enriquez@depd.gov.ph>, MELL HEISTON GENSON <mellheiston.genson@depd.gov.ph>, "BONIFACIO AMIT JR." <bonifacio.amit001@depd.gov.ph>, MARY BETH DEJACTO <marybeth.dejacto@depd.gov.ph>, Margareth Mikaela Lasam <margareth.lasam@depd.gov.ph>, Marie Juvilyn Palkit <mariejuvilyn.palkit@depd.gov.ph>, Dalton Teliao <dalton.teliao@depd.gov.ph>, Jasmin Gammad <jasmine.gammad@depd.gov.ph>, Giro Paolo Misael Almendralejo <giropaolomisael.almendralejo@depd.gov.ph>, Mary Joy Ca?ete <maryjoy.canete@depd.gov.ph>, EUNICE DAVID <eunice.david@depd.gov.ph>, Rechell Galang <rechell.galang@depd.gov.ph>, SHYLA MAE ORMANDO <shylamae.ormando@r10.depde.gov.ph>, Donette Dacles <donette.dacles@depd.gov.ph>, SHOHAYLA ALI <shohayla.ali@depd.gov.ph>, Marianne Dilag <marianne.dilag@depd.gov.ph>, Ma-ann Escobedo <maann.escobedo@depd.gov.ph>, Camille Grace Cariaga <camille.cariaga@depd.gov.ph>, Learners Helpline Negros Island Region <learnershelpline.nir@depd.gov.ph>, Bureau of Learner Support Services Office of the Director <blss.od@depd.gov.ph>, Gina Cruz <gina.cruz002@depd.gov.ph>, Cheenee Gianan <cheenee.gianan@depd.gov.ph>, Edel Rose Jaraba <edel.jaraba@depd.gov.ph>

Greetings from the Learner Rights Protection Division!

This is in reference to the Guidelines on the processing of Change Work Category (CWC) and hiring of Contract of Service (COS) personnel in the field offices under the Learner Rights and Protection Division (LRPD) for FY 2026.

In response to the DepEd Joint Memorandum (JM) issued by the Undersecretary for Human Resource and Organizational Development and Infrastructure and the Officer-in-Charge, Office of the Undersecretary for Finance, titled *"Resumption of Processing of Requests for Change of Work Category (CWC) of Contract of Service (COS) Personnel and Policy Amendments on Processing of CWC Requests,"* dated April 27, 2026, this Office proposes the CWC of all existing COS personnel in the Schools Division Offices specifically in Regions CALABARZON, V, VI, Negros Island Region (NIR), VII, and National Capital Region (NCR) in order to align their qualification standards with their current roles in LRP.

Additionally, apart from the CWC, this Office requests the hiring of additional COS personnel in Regional Offices without existing Schools Division Office (SDO) focal persons, specifically in Regions I, II, III, IV-B, VIII, IX, X, XI, XII, XIII, and CAR. The hiring of additional COS personnel is in response to the increasing number of reported incidents received by the Learners TeleSafe Contact Center Helpline (LTCCCH) and the Regional Helplines.

In this regard, this Office respectfully requests the submission of the attached requirements to facilitate the approval of the Authority to Hire and Change Work Category at the Central Office.

ono amil 7/8/26

Attached herewith are the Guidelines and corresponding Annexes for your reference.

Kindly acknowledge receipt of this email. Thank you very much.

Warm regards,

Learner Rights and Protection Office



Rm 305, Mabini Bldg.
DepEd Central Office,
Meralco Ave. Pasig City

lrpo@deped.gov.ph/
weprotectlearners@deped.gov.ph
 deped.lrpo
 +63 945 175 9777
 (02) 8638-1782 / (02) 8632-1372

DEPARTMENT OF EDUCATION
RECEIVED
RECORDS SECTION REGIONAL OFFICE NO. VIII
DATE: 7-14-26
TRACKING #: 8331 TIME: 4:02 PM
SIGNATURE: [Signature]

RECEIVED
7/15/24 1:34 pm
OFFICE OF THE ASST. REGIONAL DIRECTOR
SIGNATURE: [Signature]

6 attachments

- DM- OUGOPS-2026-11-1865 Guidelines on the Processing of CWC and Hiring of COS personnel in the Field under LRPD for FY 2026.pdf**
5199K
- Memo-on-Change-of-Work-Category-of-COS-Personnel (1)_1.pdf**
492K
- Revised_OM-OUHRODI-2026-1533_Response to the Request to Hire Additional Contract of Service Personnel for FY 2026 Under the BLSS.pdf**
1470K
- ANNEX B TOR for New Hire.docx**
115K
- ANNEX A TOR for Change Work Category.docx**
110K
- ANNEX C Service Agreement.docx**
512K



Republika ng Pilipinas
Department of Education

OFFICE OF THE UNDERSECRETARY FOR GOVERNANCE AND OPERATIONS

MEMORANDUM

DM-OUGOPS-2026-1-1665

TO : 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 : **GUIDELINES ON THE PROCESSING OF CHANGE
WORK CATEGORY (CWC) AND HIRING OF CONTRACT
OF SERVICE (COS) PERSONNEL IN THE FIELD
OFFICES UNDER THE LEARNER RIGHTS AND
PROTECTION DIVISION FOR FY 2026**

DATE : May 15, 2026

This refers to the DepEd Joint Memorandum (JM) issued by the Undersecretary for Human Resource and Organizational Development and Infrastructure and the Officer-in-Charge, Office of the Undersecretary for Finance, titled "*Resumption of Processing of Requests for Change of Work Category (CWC) of Contract of Service (COS) Personnel and Policy Amendments on Processing of CWC Requests*," dated April 27, 2026.

The said Joint Memorandum recognizes DepEd's expanding mandates, which necessitate the implementation of various programs and activities, thereby lifting the moratorium and resumption of the processing of requests for Change of Work Category (CWC).¹

Accordingly, fund amounting to Fourteen Million Eight Hundred Ten Thousand Four Hundred Pesos (Php 14,810,400.00) have been directly released by this Office through the Bureau of Learner Support Services-Learner Rights and Protection Division (BLSS-LRPD). This fund is intended to pay the salaries and premiums of Contract of Service (COS) personnel designated as Technical Assistant II (TA II) and

¹ OM-OUHRODI-2026-1533 "Response to the Request to Hire Additional Contract of Service Personnel for FY 2026 Under the Bureau of Learner Support Services," April 28, 2026

Administrative Support II (AS II) for the period January 1, 2026, to December 31, 2026.

The said amount includes allocation for the proposed CWC of Administrative Support II (AS II) to Technical Assistant I (TA I). However, pursuant to the Joint Unnumbered Memorandum issued by the Strategic Management and Finance Strands of the DepEd Central Office, entitled "FY 2026 Plan and Budget Execution Instructions and Timelines for the Central Office (CO)," Section II.4(d) provides that:

"Requests for Change of Work Category (CWC) are considered as new hires and shall follow the procedures for requests for new hire, as provided in Office Order OO OSEC 2023 023. Such requests, including those proposing additional funding, shall be under moratorium until further notice."

Based on the foregoing provisions, the processing and implementation of proposed CWC requests for COS personnel in selected Regional Offices (ROs) and Schools Division Offices (SDOs) were deferred. Memorandum on the "Resumption of Processing of Requests for CWC of COS Personnel and Policy Amendments on Processing of CWC Requests" is attached as **Annex A**.

The detailed list of ROs and SDOs intended for CWC is provided below:

Region	Division	No. of COS
CALABARZON	Regional Office	1
	Quezon	1
	Rizal	1
	Cavite	1
Region V	Camarines Sur	1
	Sorsogon	1
	Albay	1
Region VI	Iloilo	1
NIR	Negros Occidental	1
	Bacolod City	1
Region VII	Cebu	1
	Cebu City	1
	Lapu-Lapu City	1
	Regional Office	1
NCR	Quezon City	1
	Manila	1
	Caloocan City	1
TOTAL		17

Requirements for Processing of Authority to Change Work Category (CWC)

- Signed Service Agreement / Contract of Service
- Updated Personal Data Sheet and Work Experience Sheet (CS Form No. 212 version 2025)
- Curriculum Vitae
- Certificate of Training, if applicable
- Certificate of Eligibility, if any
- At least Very Satisfactory performance rating for the previous year (RPMS-IPCRF) form or certification thereof
- Copy of previous Contract / Service Agreement

Moreover, relative to the hiring of additional COS personnel, the LRPD has allocated the amount of Fourteen Million One Hundred Twenty-Five Thousand Two Hundred Pesos (Php 14,125,200.00). This amount has been downloaded as Program Support Fund from the FY 2026 Current Funds and is earmarked under Regional Operational Expenses to cover travel and other eligible costs directly related to the implementation of Learner Rights and Protection (LRP) activities.

A portion of these funds will support the engagement of additional COS personnel to serve as Technical Assistant I (TA I) in Regional Offices that currently do not have designated Schools Division Office (SDO) focal persons. Below is the list of SDOs for hiring:

Region	School Division Office	No. of COS for Hiring TA I
I	Pangasinan II	1
II	Isabela	1
III	Nueva Ecija	1
4-B	Palawan	1
VI	Antique	1
VIII	Leyte	1
IX	Zamboanga Del Sur	1
X	Bukidnon	1
XI	Davao City	1
XII	Cotabato	1
XIII	Surigao City	1
CAR	Benguet	1
Total for Hiring COS		12

In Region VI, an additional slot is being requested in consideration of the establishment of the Negros Island Region (NIR), where two (2) SDO focal personnel were reassigned. Furthermore, the hiring of one (1) Technical Assistant II (TA II) in Region VII is proposed due to the vacancy resulting from the resignation of the previous incumbent in June 2025.

Subsequently, in line with the approval of the request for one (1) Technical Assistant II (TA II) and twelve (12) Technical Assistant I (TA I) positions, the processing of the Authority to Hire (ATH) may proceed in accordance with OO-OSEC-2023-023, or the *“Updated Implementing Guidelines on the Hiring and Renewal of COS Workers in the Department.”* Hence, the approved positions shall be sourced from the DepEd Central Office, and the processing of the corresponding contracts shall likewise be undertaken by the DepEd CO.

In line with this, the requirements for processing of the Authority to Hire (ATH)

Concerned Regional Offices are directed to facilitate the recruitment and selection of applicants. The following documents must be submitted to support the processing of the ATH:

- Original copy of signed Contract (Service Agreement) of COS; (*Attached as **Annex C***)- 2 copies

- Original copy of signed Terms of Reference (TOR); (*Attached as **Annex B***)- 2 copies
- Accomplished Personal Data Sheet (PDS) (CSC Form 212 (Revised 2025));
- Comprehensive Curriculum Vitae (CV);
- Photocopy of Transcript of Records;
- Certificate/s of Eligibility, if necessary;
- Original copy of medical certificates including result of drug testing; and
- Photocopy of Birth Certificate issued by the Philippine Statistics Authority (PSA).

For further assistance and clarification, you may contact the BLSS-LRPD through email at lrpo@deped.gov.ph or landline (02) 8638-1782.

For strict compliance.

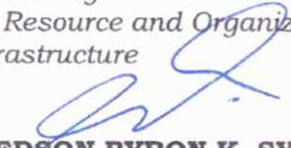


Republika ng Pilipinas
Department of Education

MEMORANDUM

FOR : Undersecretaries
Assistant Secretaries
Bureau and Service Directors
Division Chiefs
All Others Concerned

FROM : 
WILFREDO E. CABRAL
Undersecretary
Human Resource and Organizational Development,
and Infrastructure


ATTY. EDSON BYRON K. SY
Assistant Secretary
Officer-in-Charge, Office of the Undersecretary for Finance

SUBJECT : **RESUMPTION OF PROCESSING OF REQUESTS FOR
CHANGE OF WORK CATEGORY (CWC) OF CONTRACT OF
SERVICE (COS) PERSONNEL AND POLICY AMENDMENTS
ON PROCESSING OF CWC REQUESTS**

DATE : 27 April 2026

This is in relation to the Joint Memorandum issued by the Undersecretary for Strategic Management and Office of the Undersecretary for Finance dated 21 February 2026 which provides under Item No. II.A.4.d. the following guidelines relative to the utilization and approval of the General Management and Supervision (GMS) fund requests for Fiscal Year (FY) 2026:

*"[GMS fund requests for 2026 shall] not be used to finance substantial hiring of new Contract of Service (COS) positions, in compliance to the COA-CSC-DBM Joint Circular No. 001, series of 2025 which issued a cap on the number of COS. GMS funds may only be used to pay existing COS or their replacements. Replacement must be according to the work category of the COS being replaced. As such, provided that **requests for Change of Work Category (CWC)** are considered as new hire and shall follow procedures in the request for new hire, as provided in Office Order OO-OSEC-2023-023, **such requests and proposing additional funding for the same shall be on moratorium until further notice.** Moreover, requests for additional COS may be considered but only to*

those that are program-based or in support of the interim operations of startup offices. Requests for additional COS intended for usual office operations will not be allowed. Refer to the DM-OUHROD-2026-0153 for the guidelines for requests of additional COS."

In view of the Department's expanding mandates and implementation of various programs, activities, and projects, the Bureau of Human Resource and Organizational Development (BHROD) hereby **lifts the moratorium and resume the processing of requests for Change of Work Category (CWC) starting on 04 May 2026 (Monday).**

The processing of CWC shall be governed by the following DepEd issuances:

- Office Order OO-OSEC-2023-023 titled *Updated Implementing Guidelines on the Hiring and Renewal of Contract of Service Workers in the Department of Education Central Office*, as amended through OO-OSEC-2024-306;
- Office Memorandum titled OM-OUHROD-2025-1676 titled *Reiteration of Evaluation Procedures prior to the recruitment of Contract of Service (CoS) Personnel and Request for Change in Work Category.*

To facilitate the evaluation process, requesting offices are enjoined to adhere to the above-cited issuances, with emphasis on the following key provisions and additional guidance:

1. The following shall be considered as requests for CWC:
 - 1.1. Change from a current work category to a higher work category (e.g. Technical Assistant I to Technical Assistant II);
 - 1.2. Change from a current work category to a lower work category (e.g. Technical Assistant II to Technical Assistant I);
 - 1.3. Replacement of vacated CoS slot/s accompanied by a request for change to either a higher or lower work category.
2. CWC suggests that there have been **substantial changes** in the Terms of Reference (ToR) of the CoS personnel due to various reasons such as but not limited to evolving function of the office, increasing workload, and emerging demands requiring different type/s of services or expertise; thereby resulting in changes in the staffing needs of the requesting office.

As such, amendment to Item Nos. VI.B 2-10 of Office Order OO-OSEC-2023-023 and Paragraph 1 of OM-OUHROD-2025-1676 are hereby issued such that **all CWC requests, as defined above, shall first undergo a staffing needs assessment by the BHROD-Organizational Effectiveness Division (BHROD-OED)**, taking into consideration existing organizational structures, available resources, and institutional priorities.

The following documentary requirements, including those provided in OM-OUHROD-2025-1676, shall be submitted to the BHROD-OED:

- 2.1. Memorandum duly signed by the Supervising Executive Committee member of the requesting office addressed to the Undersecretary for Human Resource and Organizational Development and Infrastructure;
- 2.2. Approved DepEd Order or Office Order on the creation of an interim office (if applicable);
- 2.3. Proposed Organizational Structure;
- 2.4. Approved Work and Financial Plan;
- 2.5. Detailed Deliverables and Timeline;
- 2.6. Proposed Terms of Reference (CWC Template); and
- 2.7. Approved Individual Performance Commitment and Review Form (IPCRF) reflecting a performance rating of at least Very Satisfactory (VS) in the last rating period (additional requirement for CWC of existing incumbent) **except** when the request falls within **New Hire** (i.e. hiring of external to DepEd, transfer of office).

The requesting office shall prepare a memorandum addressed to the Undersecretary for Human Resource and Organizational Development and Infrastructure with the following subject:

- **“Request for Authority to Change in Work Category”** - For change from a current work category of an existing incumbent to a higher or lower work category (item 1.1 and 1.2)
- **“Request for Authority to Hire with Change in Work Category”** – for replacement of vacated CoS slot/s accompanied by a request for change to either a higher or lower work category (item 1.3)

Requests for Authority to Change in Work Category or Authority to Hire with Change in Work Category shall be accompanied with the requirements enumerated in the Office Order OO-OSEC-2023-023. The BHROD shall issue a CoS Assessment Result Slip containing the staffing needs assessment results (SNAR) of the BHROD-OED and the qualification evaluation results of the BHROD-Personnel Division.

Note: Replacements without any change in work category shall no longer be required to undergo staffing needs assessment by BHROD-OED and shall be submitted directly to the BHROD-PD.

3. No CoS personnel shall be eligible for more than one (1) change in work category within a year. Eligibility for CWC of existing CoS personnel shall be subject to:
 - 3.1. Completion of at least one (1) full year of cumulative service in the current work category, not limited to a single division/office, reckoned from the date of effectivity of current service agreement; and
 - 3.2. A performance rating of at least Very Satisfactory (VS) in the last rating period.
4. Monitoring and evaluation of the performance of CoS workers shall be conducted using the IPCRF under the Performance Management and Evaluation System (PMES). The accomplished IPCRF shall conform to the provisions and prescribed format as provided under DepEd Order (DO) No. 002, s. 2015, titled *Guidelines*

on the Establishment and Implementation of the Results-based Performance Management System (RPMS) in the Department of Education, and other relevant subsequent issuances.

- For CoS personnel who rendered continuous service **for less than three (3) months**, a general certification (Annex A) indicating the rating and **signed by the Head of Office** is sufficient as an attachment for the requested CWC. Otherwise, an IPCRF shall be submitted **for those who rendered more than three (3) months of continuous service**.
5. Requesting Offices shall submit **complete and valid documentary requirements**, as provided in the above-cited issuances, to support their request. These shall ensure that the request is justified by operational requirements and supported by clear planning, defined outputs, and measurable timelines.
 6. Prior the submission, scanned or electronic copies of all documentary requirements shall be uploaded to <https://tinyurl.com/CoSRequestTracking> to ensure proper monitoring and verification of requests.
 7. The requesting office shall ensure that sufficient funding is available in its approved Expenditure Matrix (EM) and Working Financial Plan (WFP) prior to the processing of the CWC request, subject to the approval of the Finance Service – Budget Division (FS-BD). Any necessary adjustments shall be processed in accordance with existing DepEd issuances and government accounting and auditing rules, subject to further approval of FS-BD.
 8. **CWC requests that are deemed appropriate and in order as indicated in the Part I: SNAR of the CoS Assessment Result Slip shall be endorsed by BHRD-OED to BHRD-PD for the evaluation of the qualifications and performance of the CoS personnel** based on the submitted documents vis-à-vis the Qualification Standards (QS) and performance rating requirements of the proposed work category (**Part II: Qualification Evaluation Result (QER)**).

On the other hand, CWC requests that are deemed disapproved based on Part I: SNAR and/or Part II: QER of the CoS Assessment Result Slip shall be returned by the assessing office to the requesting office.

9. In addition to the documentary requirements under item no. 2, the requesting office shall attach to the **Request for Authority to Change in Work Category or Request for Authority to Hire with Change in Work Category the following pertinent documents of the individual to be engaged as CoS**, pursuant to Office Order OO-OSEC-2023-023, as amended:
 - 9.1. Signed Service Agreement / Contract of Service
 - 9.2. Updated Personal Data Sheet and Work Experience Sheet (*CS Form No. 212 version 2025*)
 - 9.3. Curriculum Vitae
 - 9.4. Certificate of Training, if applicable
 - 9.5. Certificate of Eligibility, if any
 - 9.6. At least Very Satisfactory performance rating for the previous year (RPMS-IPCRF) form or certification thereof

9.7. Copy of previous Contract/Service Agreement

10. Only upon completion and submission of all necessary requirements shall the CoS worker assume duties under the new work category. It shall be reiterated that no CoS worker shall report for work without an approved Authority to Hire and a duly signed and notarized contract.

Further, templates for the documentary requirements may be accessed through BHROD-PD templates repository: tinyurl.com/BHROD-PDtemplates under the **COS Annexes** folder.

For queries or clarifications, you may contact the BHROD-OED and BHROD-PD through bhrod.oed@deped.gov.ph and bhrod.pd@deped.gov.ph, respectively.

For guidance and immediate action.

[RSPI/ANMV]



Republika ng Pilipinas

Department of Education

OFFICE OF THE UNDERSECRETARY

HUMAN RESOURCE AND ORGANIZATIONAL DEVELOPMENT

MEMORANDUM

OM-OUHRODI-2026-1533

TO : **ROGER B. MASAPOL**
Assistant Secretary
Governance and Operations - Education Governance and Support Services

ATTN : **DR. MIGUEL ANGELO S. MANTARING**
Director IV
Bureau of Learner Support Services

FROM : **WILFREDO E. CABRAL**
Undersecretary
Human Resource and Organizational Development, and Infrastructure

SUBJECT : **RESPONSE TO THE REQUEST TO HIRE ADDITIONAL CONTRACT OF SERVICE PERSONNEL FOR FY 2026 UNDER THE BUREAU OF LEARNER SUPPORT SERVICES**

DATE : 28 April 2026

This is in relation to the request to hire **additional Contract of Service (CoS) personnel for FY 2026 under the Bureau of Learner Support Services (BLSS)**, particularly for the School Health Division (SHD), Youth Formation Division (YFD), and Learner Rights Protection Division (LRPD).

Pursuant to CSC-COA-DBM Joint Circular (JC) No. 01, s. 2025, on the *Revised Rules and Regulations on the Engagement of the Contract of Service and Job Order (JO) Workers in the Government*, the Department is mandated to comply with the Transitory Provisions under Section 12.0, which prohibits agencies from increasing the number of CoS and JO workers beyond the current number as of December 31, 2025.

In light of the Department's expanding mandates and the implementation of priority education programs, the Bureau of Human Resource and Organizational Development (BHROD) is preparing an appeal to the Department of Budget and Management (DBM), Civil Service Commission (CSC), and Commission on Audit



Republika ng Pilipinas

Department of Education

OFFICE OF THE UNDERSECRETARY

HUMAN RESOURCE AND ORGANIZATIONAL DEVELOPMENT

MEMORANDUM OM-OUHRODI-2026-1533

TO : **ROGER B. MASAPOL**
Assistant Secretary
Governance and Operations - Education Governance and Support Services

ATTN : **DR. MIGUEL ANGELO S. MANTARING**
Director IV
Bureau of Learner Support Services

FROM : **WILFREDO E. CABRAL**
Undersecretary
Human Resource and Organizational Development, and Infrastructure

SUBJECT : **RESPONSE TO THE REQUEST TO HIRE ADDITIONAL CONTRACT OF SERVICE PERSONNEL FOR FY 2026 UNDER THE BUREAU OF LEARNER SUPPORT SERVICES**

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In light of the Department's expanding mandates and the implementation of priority education programs, the Bureau of Human Resource and Organizational Development (BHROD) is preparing an appeal to the Department of Budget and Management (DBM), Civil Service Commission (CSC), and Commission on Audit

(COA) for the possible approval of additional CoS personnel for FY 2026, but only limited to certain circumstances.

Per the released OM-OUHROD-2026-0153, or the *Submission of Requests for FY 2026 Additional Contract of Service*, the request for additional CoS personnel is limited to the following conditions:

1. The CoS personnel shall be vital in the implementation of law-mandated and/or priority programs and projects, including foreign-assisted projects (program-based); and
2. The CoS personnel shall serve as the interim workforce for the initial operations of the offices proposed for creation.

Upon thorough review and evaluation of the documents, this Office provides the following findings and observations with corresponding responses pertaining to the actions to be taken:

1. BLSS-School Health Division

Proposal	Response
The BLSS-SHD is requesting an additional 308 and upgrading of 17 CoS personnel due to the increased operational demands brought about by the expansion of the School-Based Feeding Program (SBFP) through the Central Kitchen model. The growing number of established and proposed Central Kitchens has exceeded the current capacity, affecting effective coordination, monitoring, and administrative feeding operations. Additional personnel are therefore necessary to ensure the continuous, efficient, and reliable implementation of the program.	The justification provided qualifies under the parameters set in the abovementioned memorandum for inclusion in the appeal to DBM, CSC, and COA. In view of the foregoing, the request to hire additional 308 CoS personnel is for inclusion in the CoS appeal. However, the request for the upgrading of 17 CoS personnel cannot be included in the CoS appeal as it is not covered by the above-mentioned Joint Circular. Accordingly, once the moratorium on the Change of Work Category requests is lifted, the requesting Office may proceed with the appropriate process.

2. BLSS-Learner Welfare Office

Proposal	Response
The BLSS-LWO is requesting the hiring of one (1) Technical Assistant II in each Regional Office to support the implementation of Republic Act No. 12080. The Regional CoS shall serve as the focal person in coordinating, monitoring, and quality-assuring the implementation of the SBFP, guidance and counseling, and related mental health and well-being initiatives, and in	The justification provided qualifies under the parameters set in the abovementioned memorandum for inclusion in the appeal to DBM, CSC, and COA. In view of the foregoing, the request to hire 17 Technical Assistant II is for inclusion in the CoS appeal.

facilitating coordination between the Central Office and Schools Division Offices. The engagement of Regional CoS personnel is a necessary interim measure to ensure continuity and effective field-level implementation of the law.	
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3. BLSS-Youth Formation Division

Proposal	Response
The request for four (4) additional CoS personnel is due to the expanded scope and increased operational demands of the requesting office's programs, particularly the Career Guidance Program, following new legal mandates and nationwide implementation requirements. Existing plantilla positions are insufficient to support the required coordination, training, monitoring, and technical outputs, making additional personnel necessary to ensure uninterrupted and effective program delivery.	In view of the foregoing, the request to hire one (1) Technical Assistant II and three (3) Technical Assistant I is hereby recommended for approval, subject to the availability of CoS slots to be identified by the Bureau of Human Resource and Organizational Development – Personnel Division (BHROD-PD) and availability of funds to be determined by the Finance Service.

3. BLSS-Learner Rights and Protection Division

Proposal	Response
The BLSS-LRPD is requesting thirteen (13) additional CoS personnel for the Regional Office VII and selected Schools Division Offices (SDOs) to address the increasing volume and complexity of learner rights and protection cases and support the full operationalization of the Regional Learners Helpline across selected Regional Offices and Schools Division Offices. The allocation of the requested CoS is guided by parameters such as case volume and risk exposure, size and complexity of jurisdictions, and readiness of offices implementing the helpline. The additional personnel will be strategically assigned to priority regions and divisions, particularly large and high-case load areas, to serve as action officers for case intake, monitoring, reporting, and coordination with schools	In view of the foregoing, the request to hire one (1) Technical Assistant II for RO VII and 12 Technical Assistant I for selected SDOs is hereby recommended for approval, subject to the availability of CoS slots to be identified by the BHROD-PD and availability of funds to be determined by the Finance Service.

and Child Protection Committees, ensuring timely case resolution, equitable coverage, and the sustained implementation of DepEd's zero-tolerance policy.	
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It shall be noted that this Memorandum shall likewise serve as official clearance concerning the staffing needs assessment of the **Youth Formation Division** and **Learner Rights and Protection Division**. Upon confirmation of the availability of the CoS slots and the necessary funds, the said requesting Offices may proceed with the processing of the Authority to Hire through the BHROD-PD, in accordance with the OO-OSEC-2023-023, otherwise known as the *Updated Implementing Guidelines on the Hiring and Renewal of Contract of Service Workers in the Department of Education Central Office*.

Please be advised that the available CoS slots are sourced from the Department of Education (DepEd) Central Office (CO). Accordingly, **the processing of their contracts shall likewise be undertaken by the DepEd CO.**

As for the School Health Division and Learner Wellness Office, once the CoS appeal request to the DBM is approved, a subsequent memorandum shall be issued to outline the next steps to be undertaken.

For questions or clarifications, please contact **Ms. Asmen C. Halog-Rufo** or **Ms. Julie Anne C. Dee** of the Bureau of Human Resource and Organizational Development - Organization Effectiveness Division (BHROD-OED) through this landline number **(02) 8633 – 5375** or email at **bhrod.oed@deped.gov.ph**.



Republic of the Philippines
Department of Education
BUREAU OF LEARNER SUPPORT SERVICES

ANNEX B

(For New Hire)

TERMS OF REFERENCE

Name:	
Position Title:	1 Technical Assistant II
Office:	Regional Office VII
Duration:	July 1, 2026- December 31, 2026
Duties and Responsibilities:	A. To focus on the handling of reported LRP incidents in the Regional Helpline and those reported through the LRPD-LTCCH, and assist, as may be needed; B. To provide technical assistance to the Child Protection Committees (CPCs) in the collection and consolidation of LRP reports/data from schools; C. To ensure proper referral of Learner Rights and Protection (LRP) cases; D. To assist the Project Development Officer II (PDO II) in the implementation of Learner Rights and Protection Programs of their respective Regional Offices and/or School Division Office; E. To assist the conduct of virtual meetings relative to the Learner Rights and Protection (LRP) concerns; F. Draft memoranda, indorsements, and other similar communication related to Learner Rights and Protection; G. To coordinate with, and gather information from the Central Office, Regional Office and Schools Division Office relative to Learner Rights and Protection reports/concerns; H. To act as the Regional/Division Focal Person for monitoring of Learner Rights and Protection activities and concerns at the Region/ Schools Division and school level; I. To lead in coordination, budget management, tracking expenses and monitoring of program support funds; J. To attend and actively participate in the monthly meetings with the LTCCH and RO Focal Person, and provide updates on assigned



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	tasks, issues, and accomplishments; K. To lead in the dissemination of announcements and other relevant information to the Schools Division Offices and ensuring that the same will be cascaded to the school level; L. To actively participate in the conduct of advocacy-related activities and to represent the RO in the regional inter-agency councils; and M. To perform other functions as may be assigned by the Project Development Officer II and Head of the Office related to Learner Rights and Protection concern.
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Recommended by:

Approved by:

Head of the Office

ATTY. RAZZEL ANNE T. REQUESTO

Director IV

*Office of the Assistant Secretary for Governance
and Operations-Education Support Governance
and Support Services BLSS- Learner Rights and
Protection Division and Youth Formation
Division*

(For New Hire)



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TERMS OF REFERENCE

Name:	
Position Title:	12 Technical Assistant I
Office:	School Division Office
Duration:	July 1, 2026- December 31, 2026
Duties and Responsibilities:	A. To focus in the handling of reported LRP incidents in the Regional Helpline and those reported through the LRPD-LTCCH, and assist, as may be needed; B. To provide technical assistance to the Child Protection Committees (CPCs) in the collection and consolidation of LRP reports/data from schools; C. To ensure proper referral of Learner Rights and Protection (LRP) cases: D. To assist in the implementation of Learner Rights and Protection Programs of their respective Regional/ Division Offices; E. Draft memoranda, indorsements, and other similar communication related to Learner Rights and Protection; F. To assist the conduct of virtual meetings relative to the Learner Rights and Protection (LRP) concerns: G. To coordinate with, and gather information from the Central Office, Regional Office and Schools Division Office relative to Learner Rights and Protection reports/concerns; H. To act as the Regional/ Division Focal Person for monitoring of Learner Rights and Protection activities and concerns at the Region/ Schools Division and school level; I. To assist in coordination, budget management, tracking expenses and monitoring of program support funds; J. To attend and actively participate in the monthly meetings with the LTCCH and RO Focal Person, and provide updates on assigned tasks, issues, and accomplishments; K. To assist the Learner Rights and Protection Division in the dissemination of announcements and other relevant information to the

	RO and SDO and ensuring that the same will be cascaded to the school level; and L. To perform other functions as may be assigned by the Project Development Officer II and Head of the Office related to Learner Rights and Protection concern.
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Recommended by:

Approved by:

Head of the Office

ATTY. RAZZEL ANNE T. REQUESTO

Director IV

*Office of the Assistant Secretary for Governance
and Operations-Education Support Governance
and Support Services*

*BLSS- Learner Rights and Protection Division
and Youth Formation Division*



3F Mabini Building, DepEd Complex, Meralco Avenue, Pasig City

Telephone No.: (02) 8635-3763 | Email Address: blss.od@deped.gov.ph



Republic of the Philippines
Department of Education
BUREAU OF LEARNER SUPPORT SERVICES

ANNEX A

(For Change of Work Category)

TERMS OF REFERENCE

Name:	15 Contract of Service Personnel	
Position Title:	Technical Assistant I	
Office:	School Division Office	
Duration:	July 1, 2026- December 31,2026	
Duties and Responsibilities		
A. To assist in the implementation of LRP Programs under the jurisdiction of their respective Regional Offices; B. To assist the Child Protection Committees (CPCs) in the collection and consolidation of LRP reports/data from schools; C. To coordinate with, and gather information from, the Schools Division Offices relative to LRP reports/concerns; D. To act as the Regional/Division Focal Person for the close monitoring of LRP activities and concerns at the Region/ Schools Division level; E. 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 F. To perform functions as may be assigned by the immediate Supervisor, the Regional Director, the Director of the Bureau of Learner Support Services, the Assistant Secretary for Operations, and the Undersecretary for Operations.	A. To focus on the handling of reported LRP incidents in the Regional Helpline and those reported through the LRPD-LTCCH, and assist, as may be needed; B. To provide technical assistance to the Child Protection Committees (CPCs) in the collection and consolidation of LRP reports/data from schools; C. To ensure proper referral of Learner Rights and Protection (LRP) cases: D. To assist in the implementation of Learner Rights and Protection Programs of their respective School Division Office; E. Draft memoranda, indorsements, and other similar communication related to Learner Rights and Protection; F. To assist the conduct of virtual meetings relative to the Learner Rights and Protection (LRP) concerns: G. To coordinate with, and gather information from, the Schools Division Offices relative to Learner Rights and Protection reports/concerns; H. To act as the Division Focal Person for	

	monitoring of Learner Rights and Protection activities and concerns at the Region/ Schools Division and school level; I. To assist in coordination, budget management, tracking expenses and monitoring of program support funds; J. To attend and actively participate in the monthly meetings with the LTCCH and RO Focal Person, and provide updates on assigned tasks, issues, and accomplishments; K. To assist the Learner Rights and Protection Division in the dissemination of announcements and other relevant information to the Schools Division Offices and ensuring that the same will be cascaded to the school level; and L. To perform functions as may be assigned by the Project Development Officer II and Head of the Office related to Learner Rights and Protection concern.
Recommended by: Head of the Office	Approved by: ATTY. RAZZEL ANNE T. REQUESTO <i>Director IV</i> Office of the Assistant Secretary for Governance and Operations-Education Support Governance and Support Services BLSS- Learner Rights and Protection Division and Youth Formation Division

(For Change of Work Category)



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TERMS OF REFERENCE

Name:	2 Contract of Service Personnel
Position Title:	Technical Assistant I
Office:	Regional Office
Duration:	July 1, 2026- December 31,2026
Duties and Responsibilities	
A. To assist in the implementation of LRP Programs under the jurisdiction of their respective Regional Offices; B. To assist the Child Protection Committees (CPCs) in the collection and consolidation of LRP reports/data from schools; C. To coordinate with, and gather information from, the Schools Division Offices relative to LRP reports/concerns; D. To act as the Regional/Division Focal Person for the close monitoring of LRP activities and concerns at the Region/ Schools Division level; E. 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 F. To perform functions as may be assigned by the immediate Supervisor, the Regional Director, the Director of the Bureau of Learner Support Services, the Assistant Secretary for Operations, and the Undersecretary for Operations.	A. To focus on the handling of reported LRP incidents in the Regional Helpline and those reported through the LRPD-LTCCH, and assist, as may be needed; B. To provide technical assistance to the Child Protection Committees (CPCs) in the collection and consolidation of LRP reports/data from schools; C. To ensure proper referral of Learner Rights and Protection (LRP) cases: D. To assist in the implementation of Learner Rights and Protection Programs of their respective Regional Offices; E. Draft memoranda, indorsements, and other similar communication related to Learner Rights and Protection; F. To assist the conduct of virtual meetings relative to the Learner Rights and Protection (LRP) concerns: G. To coordinate with, and gather information from the Central Office relative to Learner Rights and Protection reports/concerns; H. To act as the Regional Focal Person for monitoring of Learner Rights and Protection activities and concerns at the Region/ Schools Division and school level; I. To assist in coordination, budget management,



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	tracking expenses and monitoring of program support funds; J. To attend and actively participate in the monthly meetings with the LTCCH and RO Focal Person, and provide updates on assigned tasks, issues, and accomplishments; K. To assist the Learner Rights and Protection Division in the dissemination of announcements and other relevant information to the Schools Division Offices and ensuring that the same will be cascaded to the school level; and L. To perform functions as may be assigned by the Project Development Officer II and Head of the Office related to Learner Rights and Protection concern.
Recommended by: Head of the Office	Approved by: ATTY. RAZZEL ANNE T. REQUESTO <i>Director IV</i> Office of the Assistant Secretary for Governance and Operations-Education Support Governance and Support Services BLSS- Learner Rights and Protection Division and Youth Formation Division

ANNEX C

SERVICE AGREEMENT			
FIRST PARTY		SECOND PARTY	
DEPARTMENT OF EDUCATION (DEPED)		Name	
Address		TIN	
Representative	Head of the Office ATTY. RAZZEL ANNE T. REQUESTO <i>Director IV</i> <i>Office of the Assistant Secretary for Governance and Operations- Education Support Governance and Support Services</i> <i>BLSS- Learner Rights and Protection Division and Youth Formation Division</i>	Address	
TERMS AND CONDITIONS			
Office/Place of Assignment			
Contract Period		Comparable Position/Position	
Basic Service Fee per month		Premium Pay	
GENERAL PROVISIONS			
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.		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 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.	
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.		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.	
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		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	

his/her immediate supervisor.	Organization Structure and Staffing Pattern, subject to existing Civil Service laws, rules and regulations.
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.	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.
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.	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.
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.	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.
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.	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.
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.	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.
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 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. 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	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: - 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

documentations determined sufficient by the FIRST PARTY.

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.

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.

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.

authority; and

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

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.

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.

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:

- 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.

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.

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 ____ 20__ at ____ City, Philippines.

Head of the Office
[Designation of FIRST PARTY]

ATTY. RAZZEL ANNE T. REQUESTO

Director IV

*Office of the Assistant Secretary for Governance and Operations-
Education Support Governance and Support Services BLSS- Learner
Rights and Protection Division and Youth Formation Division*

[FULL NAME OF SECOND PARTY]

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
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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__



16th Floor, TechZone Building, Sen. Gil Puyat Avenue, Makati City
Telephone Nos.: (02) 8633-5313; (02) 8631-8492
Email Address: ouops@deped.gov.ph | Website: www.deped.gov.ph



Certificate No. PHP QMS
22 25 9066