

Department of Education

REGION I SCHOOLS DIVISION OF THE CITY OF BATAC

DIVISION MEMORANDUM No. _______, s. 2025

1 3 JAN 2025

ACCEPTANCE OF APPLICATION FOR SBFP-COS (CONTRACT OF SERVICE) ADMINISTRATIVE SUPPORT (AS) II

Interested Qualified Applicants To:

- The Schools Division of the City of Batac (SDCB) is now accepting applications for SBFP-COS Administrative Support (AS) II.
- All interested applicants are advised to submit their application documents on or before 5:00 PM, Monday January 20, 2025 to the Records Unit of the Division Office of the Schools Division of the City of Batac.
- The following basic qualification standards shall be used by the Human Resource Merit Promotion and Selection Board (HRM-PSB) in the evaluation of applicants:

SBFP-COS, ADMINISTRATIVE SUPPORT (AS) II

EDUCATION	TRAINING	EXPERIENCE	ELIGIBILITY	(if applicable)
Completion of at least two years in college; or Senior High School graduate with specialization relevant to the job	8 hours of relevant training	1-year relevant experience	N/A	N/A

- Applicants shall submit one (1) copy of the following documentary requirements:
 - Letter of intent addressed to the Schools Division Superintendent, using the following format:

ANSELMO R. ALUDINO

Schools Division Superintendent Schools Division of the City of Batac

> Thru: Jadley Mel P. Piso Administrative Officer IV

Human Resource Management Officer

Duly accomplished Personal Data Sheet (CS Form No. 212, Revised 2017) with Work Experience Sheet, if applicable;

Photocopy of scholastic/academic record such as but not limited to Transcript of Records (TOR) and Diploma, including completion of graduation and post-graduate units/degrees, if available;
d. Photocopy of Certificate/s of Training, if applicable;

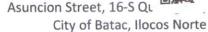
Photocopy of Certificate of Employment, Contract of Service, or duly SDCB RECORDS UNIT signed Service Record, whichever is/are applicable;

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Police and Barangay Clearance:

g. Checklist of Requirements and Omnibus Sworn Statement on the Certification on the Authenticity and Veracity (CAV) of the documents submitted and Data Privacy Consent Form pursuant to RA 10173 (Data Checklist of Requirements and Omnibus Sworn Statement on the Privacy Act of 2012), using the attached form which can be downloaded from https://tinyurl.com/5dx77m6c, notarized by authorized official.

- Online submission of electronic copies of the above-enumerated application documents may be submitted through the official email address of the HRMU (sdcbhrunit@deped.gov.ph), subject to the submission of the hard copy for purposes of verification.
- Submission of original documents are highly discouraged, as original documents are only required to be presented during the validation process.
- Applicants are reminded that once the application is received by the Division through its Records Unit, no additional document/s shall be accepted.
- Applications submitted after the deadline of submission shall not be included for this screening, but shall be included in the list of succeeding screening/s.
- The applicant assumes full responsibility and accountability for the completeness, authenticity, and veracity of the documents submitted, as evidenced by the Omnibus Sworn Statement duly signed by the applicant. Any false and fraudulent document submitted shall be grounds for disqualification.
- The Schools Division of the City of Batac aims to attract a diverse pool of applicants with the necessary qualifications and potential without regard to personal characteristics such as but not limited to disability, race, color, sexual orientation, religion, political opinion, national extraction or social origin.
- A separate Memorandum will be issued for the final assessment and verification of documents for qualified applicants;

12. Immediate and widespread dissemination of this Memorandum is desired.

> ANSELMO'R. ALUDINO Schools Division Superintendent

Encl.: None

To be included in the <u>Perpetual Index</u>
Under the following subject:

Application

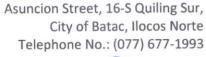
Documents

OSDS HRMU FDA/Submission of Application for SBFP COS 003/January 10, 2025

















Devartment of Education

REGION I



SDCB RECORDS UNIT 2500331 JAN 0 7 2025



Schools Division of the City of Batac

REGIONAL MEMORANDUM 03 , s. 2025

GUIDELINES ON THE HIRING OF TECHNICAL ASSISTANTS AND FÉEDING ASSISTANTS UNDER CONTRACT OF SERVICE (COS) FOR THE SCHOOL-BASED FEEDING PROGRAM (SBFP), WATER, SANITATION AND HYGIENE IN SCHOOLS (WinS), AND NUTRITION SENSITIVE PROGRAMS (NSP)

To: Schools Division Superintendents

- This refers to the attached Memorandum of Undersecretary for Human 1. Resource and Organizational Development, Wilfredo E. Cabral, Department of Education, Central Office, Meralco Avenue, Pasig City, on the above mentioned subject dated December 3, 2024 for information and guidance.
- Immediate dissemination of this Memorandum is d 2.

TOLENTINO G. AQUINO

Director IV

Incls.: As Stated.

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

CONTRACTS

HIRING

PROGRAMS

SERVICE

ESSD-SQC/mar/RM-General January 6, 2025









Flores St., Catbangen, City of San Fernando, La Union Doc. Ref. Code Telephone Nos.: (072) 607-8137/682-2324

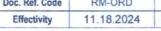
DepEd Region I

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RM-ORD Rev Effectivity 11.18.2024 Page 1 of 1



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Republic of the Philippines Department of Education OPERATIONS

OUOPS No. 2023-09-10297

MEMORANDUM

TO

Regional Directors

Assistant Regional Directors

Schools Division Superintendents

FROM

WILFREDO E. CABRAL

Undersecretary,

Office of the Undersecretary for Human Resource and

Organizational Development

Atty. REVSEE A. ESCOBEDO Y Undersecretary for Operations

SUBJECT

GUIDELINES ON THE HIRING OF TECHNICAL ASSISTANTS AND FEEDING ASSISTANTS UNDER CONTRACT OF SERVICE (COS) FOR THE SCHOOL-BASED FEEDING PROGRAM (SBFP), WATER, SANITATION, AND HYGIENE IN SCHOOLS (Wins).

AND NUTRITION SENSITIVE PROGRAMS (NSP)

DATE

December 3, 2024

This has reference to the hiring of additional Contract of Service (CoS) personnel for the Schools Division Offices (SDOs) through the School Governance and Operations (SGOD) - School Health and Nutrition Unit; and School Feeding Assistants (SFAs), to support in the implementation of the School-Based Feeding Program (SBFP), Water, sanitation, and Hygiene in Schools (WinS), and Nutrition Sensitive Programs (NSP) starting Calendar Year 2025 chargeable against the downloaded funds to the Schools Division Offices (SDOs) and Schools Operational Expenses. The COS for hiring will be one (1) Technical Assistant (TA) I per small SDO, two (2) per medium SDO, and three (3) per large or very large SDO; and at least one (1) School Feeding Assistant (SFA) per one hundred beneficiaries per school or cluster of schools subject to availability of funds.

This guidelines supplements the Memorandum signed by Atty. Michael Wesley Poa and Atty. Revsee A. Escobedo titled "Guidelines on the Hiring of Feeding Coordinators Under Contract of Service (COS) for the School-Based Feeding Program (SBFP)" dated November 30, 2023.

B SS-SHD/FMR







Republic of the Philippines Department of Education OPERATIONS

OUOPS No. 2023-04-10197

MEMORANDUM

TO

Regional Directors

Assistant Regional Directors Schools Division Superintendents

FROM

WILFREDO E. CABRAL

Undersecretary

Office of the Undersecretary for Human Resource and

Organizational Development

Atty. REVSEE A. ESCOBEDO

Undersecretary for Operations

SUBJECT

GUIDELINES ON THE HIRING OF TECHNICAL ASSISTANTS AND FEEDING ASSISTANTS UNDER CONTRACT OF SERVICE (COS) FOR THE SCHOOL-BASED FEEDING PROGRAM (SBFP), WATER, SANITATION, AND HYGIENE IN SCHOOLS (Wins),

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Ground Floor, Rizal Building, DepEd Complex, Meralco Avenue Pasig City 1600 Email: oure@deped.gov.ph; Website: www.deped.gov.ph Tel. No.: 1021 8633-5313: 1021 8631-8492

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Starting SY 2024-2025, additional TA I and SFAs may be hired chargeable against the SDO SBFP Program Support Funds (SDO-PSF) subject to availability of funds.

For the SBFP, the most recent development in the National Expenditure Program for FY 2024 is the doubled budget allocation at P11.7 Billion Pesos to cover all undernourished Kinder to Grade 6 learners for 175 days.

With the quantum leap expansion of the SBFP, it is greatly necessary to consider the SBFP as <u>BIG-TICKET program</u>, thus needing additional technical and administrative support in the SDOs and schools dedicated solely to the program. It is the first time that SBFP will be implemented year-round, and it entails a strengthened approach in monitoring the program, maintaining databases, monthly feedbacking of status, issues and concerns, among others. Moreover, the issuance of DepEd Order No. 2 titled "Immediate Removal of Administrative Tasks of Public School Teachers" became a big challenge in terms of manpower at the school level.

In order to comply with the abovementioned legal bases and to carry out the implementation of the **School-Based Feeding Program**, there must be adequate staff to handle the workload of SBFP at all levels of DepEd staff and personnel (namely the Central Office, the Regional Offices, School Division Offices, and Schools).

Currently, the ESSD and SGOD, which serve as the division of the Regional/Schools Division Offices tasked to carry out all school health and nutrition programs/projects have already full workload. The hiring of Technical Assistants and Feeding Assistants will augment the current workload of the SBFP Focal Persons in order to ensure that the program will be implemented according to the implementation arrangements set by BLSS-SHD and that funds will be obligated and utilized to the highest extent possible for an efficient and effective implementation of the program.

I. Background

The School-Based Feeding Program (SBFP) is among DepEd's big ticket programs with a big annual budget allocation. With the Department's agenda, consistent with the thrusts of the national government embodied in the 8-point Socioeconomic Agenda and the 2023-2028 Philippine Development Plan, through the BEDP 2030, envisions accessible, equitable, and quality basic education services to ensure resiliency and well-being of its learners. The budget allocation for SBFP in the National Expenditure Program for FY 2025 is at P11.7 Billion Pesos to cover 3,398,541 all Kinder and undernourished Grades 1-6 learners.

The need for hiring TAs and SFAs under COS was also brought about during consultations conducted by the SBFP under the Bureau of Learner Support Services – School Health Division (BLSS-SHD), with Regional Office Coordinators to address the manpower gap at the school level because of the issuance of DepEd Order No. 2, s. 2024 titled "Immediate Removal of Administrative Tasks of Public School Teachers". In view of the foregoing, the following guidelines regarding the hiring of COS are provided.

II. Financial Aspect

a. Funds for the Salary of the SBFP-COS

For the implementation of the hiring of Contract of Service (COS) personnel, the Bureau of Learner Support Services – School Health Division (BLSS-SHD) shall allocate funds from the Fiscal Year 2025 School-Based Feeding Program, totaling Php 136,600,000.00. This allocation will be charged against the Program Support Funds of the respective Schools Division Offices (SDOs) for the hiring of COS personnel from January to December 2025. The allocation per SDO is detailed in Annex B.

To ensure the sustainability of the program, the BLSS-SHD shall commit to allocating funds to SDOs for FY 2025 and in subsequent years.

	Budget fo	or COS		La contraction de la contracti
Compensation items	Maximum no. of Personnel	January to December 2025	No. of ROs/ SDOs/ Schools	Total Amount for the Hiring of COS and Source of Funds
TA I Base salary: P25,000.00 Premium: P2,500.00	1 per small SDO 2 per medium SDO 3 per large or very large SDO *Request for additional COS shall be approved by the Undersecretary for Operations	P27,500.00	218 SDOs/ 420 CoS	138,600,000.00chargeable against downloaded funds from BLSS-SHD-SBFP or SDO PSF
School Feeding Assistant Base salary: P500.00 per feeding day	At least 1 per 100 beneficiaries per School or school cluster (for those under central kitchens)	P500 per feeding day per school Note: Schools may use lower rates subject to availability of funds	32,927	approximately P500 x 175 days = P87,500 per school Chargeable against School Operational Expenses or SDO PSF Note: Schools may hire on selected days only and not for the full 175 days

b. Process of Hiring and Downloading of Funds

The hiring of the proposed COS shall be done by the SDOs and Schools following the qualifications stated hereunder. Thus, the payment for the COS shall be made by the SDOs or schools.

III. Hiring of SDO and School COS for the School-Based Feeding Program

a. Place of Assignment

The SBFP-COS (TA I) shall report to the SDO on designated days to coordinate with the SDO SBFP Focal Persons under the SGOD-School Health and Nutrition Unit (SGOD-SHNU) but are expected to report to the schools assigned to them to oversee the implementation of SBFP, NSP, and WinS.

While the SFAs shall report to the specific school that hired them.

b. Terms of Reference of the Technical Assistant I (TA I)

The proposed COS to be hired for the SDOs shall have the following terms of reference for the position of Technical Assistant I:

- Provides technical and administrative support to cluster of schools in delivering efficient and effective plans and activities of SBFP, Nutrition Sensitive Programs (Gulayan sa Paaralan, Integrated School Nutrition Model, and food Safety) and Water, Sanitation, and Hygiene in Schools (WinS).
- 2. Oversees the implementation of SBFP, NSP, and WinS in the schools;
- 3. For SBFP:
 - a. Provides technical support to schools in the implementation of the SBFP;
 - Conducts regular on-site visits to schools to monitor the SBFP implementation;
 - Ensures conduct of and maintenance of school records of baseline and endline nutritional assessment;
 - d. Coordinates with the School Head and the Project Development Officer I (PDO) in for the establishment and operation of a School Core Group;
 - e. Monitors deliveries of food commodities in drop-off points;
 - f. Coordinates with the School Heads that storage areas are clean, safe, pest-free, secured, and well-ventilated;
 - Ensures the readiness of the schools to start the feeding activity according to the prescribed timelines;
 - h. Monitors the conduct of the feeding activity or food distribution;
 - i. Conducts random inspection and counting of stored food commodities;
 - j. Ensures that food safety standards in schools are in place and address food safety-related incidents in schools; and
 - k. Monitors and validates SBFP records and forms by schools and ensure timely submission to the SDO.

4. For WinS:

- a. Provides technical support to schools in the implementation of the WinS Program;
- b. Conducts regular on-site visits to schools to monitor the implementation of the WinS Program;
- Using the Online Monitoring System (e-OMS), checks the schools' compliance to the WinS standards, including the Three-Star Approach;
- d. Coordinates with the SDO WinS Coordinators, school heads, local government units, and other stakeholders to ensure a collaborative approach to the implementation of WinS activities;
- f. Coordinates with the School Head and the PDO I for the establishment and operation of a School Core Group to manage WASH activities;
- g. Checks records and data on WinS; and
- h. Assists in addressing concerns during the program implementation, especially when it comes to e-OMS.

5. For NSP:

- a. provides technical support to schools in the implementation of NSP components, particularly the Integrated School Nutrition Model (ISNM), Gulayan sa Paaralan Program (GPP), and Food Safety;
- b. Conducts regular on-site visits to schools to monitor the implementation of the NSP;
- Coordinates with the School Head and the PDO I for the establishment and operation of a School Core Group to manage GPP or ISNM;
- d. Coordinates with the School Heads and PDO I on the maintenance of records of NSP activities, including data on school gardens, ISNM, and food safety;
- e. Supports the organization and facilitation of training sessions for schools on NSP-related activities such as sustainable gardening, food safety practices, and nutrition education; and
- f. Assists in the preparation of reports related to NSP.

6. For Central Kitchens:

- a. Coordinates with the Central Kitchen Focal Person and monitors if the target beneficiaries are finalized and approved and if the documents for the start of feeding such as Cycle Menu, Work and Financial Plan (WFP), Project Procurement Management Plan (PPMP) and other necessary documents are accomplished and ready for submission to SDO;
- b. Ensures that in the Central Kitchens, there is an established School Core Group and there will be sufficient parents/volunteers who shall help in the whole duration of the Program
- Assists in the orientation of SBFP Implementing guidelines at the school level; and
- d. Regularly checks the kitchen workflow and ensure completeness of the administrative documents in the central kitchen such as liquidation, recording and reporting of SBFP forms.
- 7. Performs other functions as may be deemed necessary.

The CoS shall be allowed to enjoy flexi-time arrangements and claim reimbursements of transportation expenses for SBFP-related activities.

c. Qualifications of the Technical Assistant (TA) I

In relation to the above-mentioned terms of reference, the COS shall have the following qualifications:

- 1. Bachelor's degree relevant to the job;
- 2. Physically fit
- 3. Graduate of Nutrition and Dietetics is an advantage

d. Terms of Reference of the School Feeding Assistant

The proposed COS to be hired for the schools shall have the following terms of reference for the position of Feeding Assistants:

- Assists in the food preparation and distribution of meals and/or food commodities in the school and/or Central Kitchen together with the school SBFP core group;
- Maintains the cleanliness and functionality of all equipment and facilities used for the feeding activity and program, e.g., feeding area, storage area, and food preparation area together with the school SBFP core group;
- Assists in the conduct of baseline and endline nutritional assessment in schools;
- Assists in the collection and consolidation of SBFP forms and records accomplished at the school level;
- Assists in maintaining the school garden and checking of WASH facilities; and
- 6. Perform other functions as may be deemed necessary

e. Qualifications of the School Feeding Assistant.

In relation to the above-mentioned terms of reference, the COS shall have the following qualifications:

- 1. Completion of at least Senior High School graduate
- 2. Physically fit

f. Issuance of Contract

The Schools Division Offices and schools shall issue the contract (Service Agreement) of the abovementioned COS and execute the same in accordance with the Guidelines on the Hiring of COS issued by the Office of the Secretary, this Department, Civil Service Commission, Commission on Audit, and Department of Budget and Management.

IV. Supervision of SBFP-COS and School Feeding Assistants

The TA I shall be under the supervision of the Schools Division Superintendent through the Chief, School Governance and Operations Division (SGOD) and the SBFP Focal Persons.

While the SFAs shall be under the supervision of the School Head and the roving TA I of the SDO.

The SDOs/Principals, shall ensure that the SBFP-COS completes and performs the tasks enumerated in Chapter 3 through the submission of an accomplishment report every 15th and 30th day of the month. Further, the accomplishment reports reviewed and approved by the Head or their designated Official, shall be submitted to their respective Schools Division Offices.

V. Roles and Responsibilities

a. Roles and Responsibilities of the BLSS-SHD (Central Office)

The BLSS-SHD shall be responsible for the following:

- Downloads the funds to the SDOs through the ROs to cover the salaries for the period of twelve (12) months;
- Conducts policy orientation and capacity-building to field offices as deemed necessary;
- 3. Monitors compliance to this policy;
- 4. Provides technical assistance to field offices; and
- 5. Participate, if needed, in the conduct of screening of applicant SBFP-COS.

b. Roles and Responsibilities of the Regional/Schools Division Offices

The Regional Offices/Schools Division Offices shall be responsible for the following:

- Allocate funding from the SBFP PSF for the salary of the SBFP-COS for twelve (12) months and ensure timely payments of salaries;
- Conduct screening of the applicants for the SBFP-COS;
- Prepare and manage the contract of the SBFP-COS, following the prescribed service agreement of the SBFP-COS (See Annex A);
- Conduct orientation for the SBFP-COS about the activities, programs, and policies relative to the School-Based Feeding Program;
- Supervise the SBFP-COS in performing the tasks according to the TOR;
- Review and approve the accomplishment report for submission to BLSS-SHD.

c. Roles and Responsibilities of the Schools

The Schools shall be responsible for the following:

- Conduct orientation for the SBFP-COS about the activities, programs, and policies relative to the School-Based Feeding Program, Nutrition Sensitive Programs (NSP), and Water, Sanitation, and Hygiene in Schools (WinS);
- 2. Supervise the SBFP-COS in performing the tasks according to the TOR;
- Review and approve the accomplishment report for submission to the SDO;
 and
- 4. Allocate funding from the School Operational Expenses for the salary of Feeding Assistants for 175 days and ensure timely payment of salaries.

Please see attached Annexes for your reference.

Annex A. Proposed Service Agreement for COS hiring

	SERVICE A	AGREEMENT	
FIRST PARTY		SECOND PARTY	
DEPARTMENT OF EDUCATION (DEPED) REGIONAL OFFICE NO		Name	
Address		TIN	
Representative	(Name of Regional Office Director)	Address	
	TERMS ANI	CONDITIONS	
Office/Place of Assignment	DEPARTMENT OF ED	UCATION — REGI	ONAL OFFICE NO
Contract Period	January 1 to December 31, 2025	Comparable Position/Position	TECHNICAL ASSISTANT I/SCHOOL FEEDING ASSISTANT
Basic Service Fee per month	Php 25,000.00/Php 20,000.00	Premium Pay	Php 25,000.00/Php 500/day
	GENERAL	PROVISIONS	
SECOND PARTY at 35,000.00/ Php 25,00 the functions detailed attached hereto as An integral part hereof. SECOND PARTY cann	engages the services of the the rate equivalent to Php 0 and is expected to perform in the Terms of Reference nex "A", which is made an This notwithstanding, the not perform work rendered by the FIRST PARTY, unless to of service.	the highest stand competence, and ir comply with the FI other applicable po SECOND PARTY performance evaluate immediate supervise designated by the Sec	ARTY shall perform the services with dards of professionalism, ethical ategrity, and in this regard, strictly RST PARTY's code of conduct and olicies, rules and regulations. The shall undergo and must pass the ion to be conducted by [HIS/HER] or or the department official duly tretary. Failure to pass such evaluation termination of this Agreement.
2. The SECOND PARTY must render work for at least five (5) days a week or whenever required to perform work. The SECOND PARTY must, twice a month, submit to the Personnel Division (PD) [HIS/HER] detailed Accomplishment Report (AR) and Daily Time Record (DTR) signed by [HIS/HER] immediate supervisor. 3. The FIRST PARTY may, in its discretion, transfer		guarantee for a permit SECOND PARTY. PARTY may be conplantilla positions in Structure and Staffir Service laws, rules and 11. During the first Agreement, the FI	six (6) months of effectivity of this RST PARTY shall evaluate the
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.		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 curren 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		six (6) months fro SECOND PARTY sh or otherwise employe	of this Agreement and for a period of m its expiry or termination, the nall be prohibited from being engaged d by any private person or entity that act with the FIRST PARTY.

Department Orders, and other relevant laws, circulars, and issuances.

- 5. There shall be no employer-employee relationship between the Parties arising from, as a result of, or in relation to this Agreement. The SECOND PARTY shall neither be covered by the Civil Service Rules and Regulations for plantilla or regular personnel, nor shall [HIS/HER] services rendered be credited as government service. Nevertheless, [HE/SHE] shall be covered by the CSC-COA-DBM Joint Circular No.1 s. 2017, as amended, and other relevant and applicable laws, policies, circulars, rules and regulations.
- 6. The SECOND PARTY warrants that [HE/SHE] is of good moral standing, and has not been previously dismissed by reason of any administrative or criminal case, and that [HE/SHE] possesses the qualifications, education, experience, skills, or expertise required to perform the services.
- 7. The FIRST PARTY may, from time to time, subject the SECOND PARTY to random tests for prohibited or regulated drugs to ensure [HIS/HER] fitness for the job or work to be performed.
- 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

- The amounts due to the SECOND PARTY as Service Fee shall be payable in two (2) equal payments, subject to the existing guidelines on payment of Contract of Service, supported by the SECOND PARTY's duly approved AR and DTR, and subject to applicable government taxes.
- 2. The SECOND PARTY may be allowed to claim transportation and other related expenses incurred during official and /or project-related local travels related to SECOND PARTY's functions as may be chargeable against the applicable General Appropriations Act (GAA) funds of the FIRST PARTY covering the period of this Agreement, in accordance with existing DepEd Issuances and Executive Order No. 77, s. 2019, and subject to availability of funds therefore, and under strict compliance with the budgeting, accounting, and auditing rules and regulations.

13. The SECOND PARTY may be allowed to travel only if it is: a) local; and b) required in the performance of [his/her] duties, as indicated in the TOR, subject to compliance with applicable laws, rules and regulations. The SECOND PARTY cannot go on official travels abroad at the expense of the government. Similarly, The SECOND PARTY is not entitled to local and foreign training programs, seminars, conferences, and other similar gatherings that are facilitated, conducted, or sponsored at the expense of the FIRST PARTY.

14. The SECOND PARTY shall assign to the FIRST PARTY all intellectual property rights, including, but not limited to, patents, copyright, utility model, and related rights arising from the services that the former will render to the latter, in exchange for the service fee that the SECOND PARTY receives in connection with [HIS/HER] duties and responsibilities under this Agreement. The SECOND PARTY shall execute all documents, and do all acts as may be deemed necessary by the FIRST PARTY, to give effect to this provision.

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.

NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

- All the information received by the SECOND PARTY in connection with the services rendered to the FIRST PARTY, and marked or indicated in any way as proprietary and/or confidential shall not be disclosed or given to any third party. In case of doubt, the information shall be treated as confidential, except under the following circumstances:
- a. Information already known or obliged by the receiving party by independent means through no breach of any obligation of confidentiality. However, when such information becomes an integral
- component of the DEPED on any of its undertaking, they shall be deemed as proprietary and/or confidential;
- b. Information in the public domain;
- 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

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. This Agreement shall be funded from the GAA 2023 LSP Fund under the School Health Division for the fiscal year covering the effectivity period of this Agreement.

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

The foregoing obligation on confidentiality and nondisclosure 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

- 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 DISPUTE RESOLUTION 1. The SECOND PARTY shall, within thirty (30) days 1. The Agreement shall be construed, interpreted, and after either the expiration or the notice of termination governed by the laws of the Philippines. Any conflict or of this Agreement, and without need of any demand: dispute arising out of this Agreement or the interpretation a. Turn over to the FIRST PARTY all files, records, of any provision hereof shall be settled amicably, through programs, reports, official documents, codes, security the authorized representatives of the Parties, within thirty keys, and other departmental equipment, items, and (30) days from written notice of either Party, specifying the assets that are in his possession and custody. alleged dispute, and the proposed schedule for the b. Secure the Clearance from All Accountabilities duly resolution thereof, which must be finalized within five (5) approved by the FIRST PARTY. days from issuance of the aforementioned written notice. 2. The SECOND PARTY shall submit the duly 2. If the Parties fail to settle their conflict or dispute approved Clearance from All Accountabilities as a amicably, either Party may initiate to settle any conflict or condition precedent to the release of his/her final dispute through alternative dispute resolution mechanisms Service Fee payment. 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 ____ 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. Regional Office Director/Schools Division Superintendent (Name) Certification as to Availability of Funds: OBRS: AMOUNT:

ACKNOWLEDGEMENT

Republic of the Philippines)) S.S.		
Before me, a Notary personally appeared the follow	y Public for and in ving:	City, on the date and at the	place first above written,
Name	Gov't Issued ID	Place Issued	Date Issued
1st Party			
2nd Party			.46
consisting of two (2) pages inc	o me known to be the same per cluding this page on which the A oluntary act and deed as well as t	cknowledgement is written, a	and they acknowledged to
IN WITNESS WH	EREOF, I have hereunto set m	y hand and seal on the date al	bove written.
		NOTARY	PUBLIC
Doc. No;			
Page No;			
Book No;			
Series of 20			

Surigao del Sur	340	29,750,000
Tandag City	23	2,012,500
MIMAROPA	1,889	165,287,500
Calapan City	48	4,200,000
Marinduque	183	16,012,500
Occidental Mindoro	304	26,600,000
Oriental Mindoro	432	37,800,000
Palawan	636	55,650,000
Puerto Princesa City	73	6,387,500
Rombion	213	18,637,500
VCR	492	43,050,000
Caloocan City	52	4,550,000
City of San Juan	6	525,000
Las Piñas City	22	1,925,000
Makati City	16	1,400,000
Malabon City	24	2,100,000
Mandaluyong City	11	962,500
Manila	70	6,125,000
Marikina City	16	1,400,000
Muntinlupa City	18	1,575,000
Navotas	15	1,312,500
Paranaque City	26	2,275,000

Pasay City	19	1,662,500
Pasig City	28	2,450,000
Quezon City	95	8,312,500
Taguig City and Pateros	32	2,800,000
Valenzuela City	42	3,675,000
Region I	2,245	196,437,500
Alaminos City	37	3,237,500
Batac City	26	2,275,000
Candon City	29	2,537,500
Dagupan City	31	2,712,500
Ilocos Norte	308	26,950,000
Ilocos Sur	422	36,925,000
La Union	280	24,500,000
Laoag City	31	2,712,500
Pangasinan I, Lingayen	516	45,150,000
Pangasinan II, Binalonan	431	37,712,500
San Carlos City	56	4,900,000
San Fernando City	21	1,837,500
Urdaneta City	40	3,500,000
Vigan City	17	1,487,500
Region II	2,019	176,662,500
Batanes	18	1,575,000

Cagayan	671	58,712,500
Cauayan City	63	5,512,500
City of Ilagan	79	6,912,500
Isabela	693	60,637,500
Nueva Vizcaya	317	27,737,500
Quirino	132	11,550,000
Santiago City	26	2,275,000
Tuguegarao City	20	1,750,000
Region III	2,801	245,087,500
Angeles City	35	3,062,500
Aurora	128	11,200,000
Balanga City	9	787,500
Bataan	147	12,862,500
Bulacan	433	37,887,500
Cabanatuan City	45	3,937,500
City of San Jose Del Monte	34	2,975,000
Gapan City	30	2,625,000
Mabalacat City	36	3,150,000
Malolos City	41	3,587,500
Meycauayan City	21	1,837,500
Nueva Ecija	593	51,887,500
Olongapo City	23	2,012,500

Pampanga	434	37,975,000
San Fernando City	14	1,225,000
San Jose City	48	4,200,000
Science City of Muñoz	29	2,537,500
Tarlac	404	35,350,000
Tarlac City	81	7,087,500
Zambales	216	18,900,000
Region IV-A	2,677	234,237,500
Antipolo City	44	3,850,000
Bacoor City	28	2,450,000
Batangas	563	49,262,500
Batangas City	82	7,175,000
Binan City	26	2,275,000
Cabuyao City	17	1,487,500
Calamba City	51	4,462,500
Cavite	260	22,750,000
Cavite City	12	1,050,000
Dasmarinas City	28	2,450,000
General Trias City	27	2,362,500
Imus City	25	2,187,500
Laguna	260	22,750,000
Lipa City	61	5,337,500

Lucena City	43	3,762,500
Quezon	748	65,450,000
Rizal	210	18,375,000
San Pablo City	62	5,425,000
San Pedro City	20	1,750,000
Sta. Rosa City	18	1,575,000
Sto. Tomas City	25	2,187,500
Tanauan City	43	3,762,500
Tayabas City	24	2,100,000
Region IX	2,034	177,975,000
Dapitan City	44	3,850,000
Dipolog City	32	2,800,000
Isabela City	49	4,287,500
Pagadian City	51	4,462,500
Zamboanga City	168	14,700,000
Zamboanga del Norte	612	53,550,000
Zamboanga del Sur	658	57,575,000
Zamboanga Sibugay	420	36,750,000
Region V	3,052	267,050,000
Albay	451	39,462,500
Camarines Norte	242	21,175,000
Camarines Sur	858	75,075,000

Catanduanes	224	19,600,000
Iriga City	34	2,975,000
Legaspi City	41	3,587,50
Ligao City	55	4,812,50
Masbate	544	47,600,000
Masbate City	34	2,975,000
Naga City	30	2,625,000
Sorsogon	439	38,412,500
Sorsogon City	60	5,250,000
Tabaco City	40	3,500,000
egion VI	3,191	279,212,500
Aklan	283	24,762,500
Antique	465	40,687,500
Bacolod City	44	3,850,000
Bago City	36	3,150,000
Cadiz City	51	4,462,500
Capiz	393	34,387,500
Escalante City	25	2,187,500
Guimaras	97	8,487,500
Himamaylan City	38	3,325,000
Iloilo	921	80,587,500
Iloilo City	47	4,112,500

Kabankalan City	67	5,862,500
La Carlota City	23	2,012,500
Negros Occidental	473	41,387,500
Passi City	30	2,625,000
Roxas City	27	2,362,500
Sagay City	47	4,112,500
San Carlos City	51	4,462,500
Silay City	24	2,100,000
Sipalay City	30	2,625,000
Victorias City	19	1,662,500
Region VII	2,796	244,650,000
Bais City	31	2,712,500
Bayawan City	68	5,950,000
Bogo City	21	1,837,500
Bohol	912	79,800,000
Canlaon City	27	2,362,500
Carcar City	31	2,712,500
Cebu	815	71,312,500
Cebu City	53	4,637,500
City of Naga, Cebu	26	2,275,000
Danao City	24	2,100,000
Dumaguete City	18	1,575,000

Guihulngan City	77	6,737,50
Lapu-Lapu City	43	3,762,50
Mandaue City	27	2,362,50
Negros Oriental	403	35,262,50
Siquijor	59	5,162,500
Tagbilaran City	17	1,487,500
Talisay City	26	2,275,000
Tanjay City	68	5,950,000
Toledo City	50	4,375,000
egion VIII	3,535	309,312,500
Baybay City	65	5,687,500
Biliran	120	10,500,000
Borongan City	50	4,375,000
Calbayog City	132	11,550,000
Catbalogan City	49	4,287,500
Eastern Samar	405	35,437,500
Leyte	1,105	96,687,500
Maasin City	56	4,900,000
Northern Samar	515	45,062,500
Ormoc City	70	6,125,000
Samar (Western Samar)	636	55,650,000
Southern Leyte	290	25,375,000

Tacloban City	42	3,675,000
Region X	1,876	164,150,000
Bukidnon	528	46,200,000
Cagayan de Oro City	65	5,687,500
Camiguin	50	4,375,000
El Salvador	15	1,312,500
Gingoog City	64	5,600,000
Iligan City	79	6,912,500
Lanao del Norte	298	26,075,000
Malaybalay City	55	4,812,500
Misamis Occidental	275	24,062,500
Misamis Oriental	296	25,900,000
Oroquieta City	36	3,150,000
Ozamis City	34	2,975,000
Tangub City	49	4,287,500
Valencia City	32	2,800,000
Region XI	1,577	137,987,500
Davao City	261	22,837,500
Davao De Oro	301	26,337,500
Davao del Norte	189	16,537,500
Davao del Sur	220	19,250,000
Davao Occidental	158	13,825,000

34,757	3,041,237,500
23	2,012,500
299	26,162,500
249	21,787,500
190	16,625,000
569	49,787,500
45	3,937,500
49	4,287,500
76	6,650,000
1,500	131,250,000
25	2,187,500
44	3,850,00
49	4,287,50
50	4,375,00
36	3,150,00
244	21,350,00
	36 50 49 44 25 1,500 76 49 45 569 190 249 299

Annex C. Staff Complement of the ESSD

Unit/Position Title	No. of Positions
Chief Education Supervisor	1
PDO IV	1
Engineer III	1
HEPO III	1
PDO II	1
HEPO II	1
Draftsman II	1
Administrative Assistant I	1
Total number of ESSD staff	8

Staff Complement of the SGOD

Unit/Position Title	No. of Positions			
	Very Lage	Large	Medium	Small
Chief Education Supervisor	1	1	1	1
Education Program Supervisor	1	1	1	0
Engineer III	1	1	1	0
Senior Educ. Program Specialist	4	4	4	2
HEPO III	1	1	1	1
Planning Officer III	1	1	1	1
Dentist II	11	7	2	0
EPS II	3	3	3	2
Nurse II	11	7	2	0
PDO II	1	1	1	Ô
Grand Total	37	27	17	7

Annex B. Budget Allocation for COS Hiring per SDO

SY 2023-2024 Enrolment			
Region	No. of Schools	Total Amount (No. of Schools	
Region	No. of Schools	x 500 x 175 days	
CAR	1,472	128,800,000	
Abra	269	23,537,500	
Apayao	157	13,737,500	
Baguio City	45	3,937,500	
Benguet	340	29,750,000	
Ifugao	225	19,687,500	
Kalinga	159	13,912,500	
Mt. Province	202	17,675,000	
Tabuk City	75	6,562,500	
CARAGA	1,601	140,087,500	
Agusan del Norte	160	14,000,000	
Agusan del Sur	404	35,350,000	
Bayugan City	57	4,987,500	
Bislig City	50	4,375,000	
Butuan City	90	7,875,000	
Cabadbaran City	21	1,837,500	
Dinagat Island	109	9,537,500	
Siargao	120	10,500,000	
Surigao City	65	5,687,500	
Surigao del Norte	162	14,175,000	



Bepartment of Education

09-10297

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Assistants Under Contract of Service (COS) for the School-

Based Feeding Program (SBFP), WinS, NSP

Document Code:

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Department of Education

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