

## CONTRACT OF SERVICE

### KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into by and between:

The Department of Education, Schools Division Office of Leyte Division, herein represented by **MARIZA S. MAGAN, EdD, CESO V** herein referred to as the "First Party",

and

**REGIEN M. GAMBA**, of legal age, Filipino citizen and with residence address at **Barangay Canhandugan Jaro, Leyte**, herein after referred to as the "Second Party".

### - WITNESSETH -


1. That the First Party, in the exigency of the service, engages the services of the Second Party who shall perform the administrative tasks removed from the workload of teachers;
2. That the Second Party has signified his/her intention, to which the First Party has accepted, to provide the services needed by the school where he/she is assigned;
3. That the Second Party hereby possesses the education, experience, training, skills and other qualifications and/or skills required to perform the job as described herein, as represented by the Second Party in his/her Personal Data Sheet, Curriculum Vitae, interview, and other qualification documents submitted to the First Party;
4. That the Second Party hereby attests that at the time of the execution of this Contract, he/she is not related within the third degree of consanguinity or affinity to the appointing authority, recommending official, head of office, or any person exercising immediate supervision and/or representative of the First Party; and that he/she has not been previously dismissed from government service by reason of an administrative and/or criminal offense;
5. That in view hereof, the Second Party is hereby contracted to render services for the period **APRIL 01, 2024 to DECEMBER 31, 2024**, in consideration of the daily rate of **Four Hundred Eighty-Six Pesos Only (Php 486.00)** to be paid after every 15<sup>th</sup> and last day of each month; subject to applicable withholding tax and corresponding deductions for tardiness, undertime and absence incurred during the month and submission of accomplishment report to justify payment;
6. That the Second Party may report to the assigned school five (5) days after the date of the execution of this contract, provided that its notarized copy, together with the signed Authority to Hire and other required documents per individual under the existing DepEd guidelines, have been duly submitted to the **Schools Division Office – Personnel Unit**.
7. That unless otherwise amended by further policy issuance, the Second Party shall be paid a premium per month based on the monthly remuneration rate, the percentage of which shall be determined by the First Party, subject to the availability of funds, and which shall in no case exceed the maximum allowable rate as provided by relevant rules and regulations;
8. That the Second Party is expected to perform the following functions:
  - a.) Provide overall administrative support to the School Head and other school personnel in the daily operations of the school;
  - b.) Assist the School Head in preparing, conducting, advocating, monitoring, and evaluating programs, projects, and activities; and


c) Perform other administrative and technical assistance as may be determined by the School Head.

9. That the Second Party shall render full time service to the school where he/ she is assigned;
10. That it is understood that this contract does not create an employer-employee relationship between the First Party and the Second Party, that the services rendered hereunder are not considered and will not be accredited as government service; and that the Second Party is not entitled to benefits enjoyed by the regular personnel of the First Party, unless otherwise provided by law;
11. That the Second Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Department; and that the Second Party shall carefully restrict access to Confidential Information to third parties without clearance from the authorized officer;
12. That the Second Party acknowledges and agrees that the Department is the sole owner of any and all outputs prepared, created, and/or designed; and that the Second Party shall turn-over to the First Party any and all records, notes, and other written, printed, tangible or intangible materials (soft and hard copies);
13. That either party may terminate this contract for causes authorized by law and upon written notification to the other party, copy furnished the Personnel Unit, Schools Division Office, to be submitted at least thirty (30) working days before the termination of this contract; and
14. The First Party agrees to be bound by the policies that the Department of Education and other authorized government agencies may further issue concerning the engagement of under contract of service status.


IN WITNESS WHEREOF, both parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024 at \_\_\_\_\_, Philippines.

**DEPARTMENT OF EDUCATION:**

  
**MARIZA S. MAGAN EdD, CESO V**  
Schools Division Superintendent, SDO Leyte  
*First Party*

  
**REGIEN M. GAMBA**  
Administrative Support Staff  
*Second Party*

*Signed in the presence of:*

  
**JOSE MARIANO E. BARRIL JR. JD, PhD**  
Administrative Officer IV (HRMO II)  
SDO Leyte

  
**GILDA Q. HORCA**  
Principal I  
Canhandugan Elementary School

REPUBLIC OF THE PHILIPPINES )  
CITY OF ) S.S.

BEFORE ME, a Notary Public, for and in the above jurisdiction, personally appeared the following:

| Name            | Gov't Issued ID No.                              | Date/Place Issued |
|-----------------|--|-------------------|
| REGIEN M. GAMBA | NID# 4802-5684-0619-2715<br>8-7-2022 / 5-27-2000 |                   |

are known to me as the same persons who executed the foregoing instrument and acknowledged to me that the same are their own free will and voluntary act and deed.

This instrument consists of ( ) pages including this page wherein this acknowledgment is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this MAY 08 2024 day of , 2024 at Jaro, Leyte , Philippines.

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SIXTO G. AZCARRAGA  
Notary Public Leyte  
NC-No. 2024-01-17/Until Dec. 31, 2025  
Roll No. 30639/IBP Lifetime Member 01285  
PTR No. 8682503/01-03-2024/Jaro, Leyte  
TIN: 121-399-106  
Cor. San Isidro - Rizal, Jaro, Leyte