

Annex 2

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered by and between:

The Department of Education, a government with office address at _____, herein represented by _____, Schools Division Superintendent, Division of _____, herein referred to as the "First Party";
- And -

Mr./Ms. _____, of legal age, Filipino and with residence address at _____, herein 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 work that cannot be performed by the present number of the regular personnel of the First Party;
2. That the Second Party has signified his/her intention, to which the First Party has accepted, to provide the services needed by the latter;
3. That the Second Party hereby possesses the education, experience and skills required to perform the job as described herein;
4. That the Second Party hereby attest that he/she is not related within the third degree of consanguinity or affinity to the hiring authority and/or the representative of the First Party; that she has not been previously dismissed from government service by reason of an administrative offense; and that she has not already reached the compulsory retirement age of sixty-five (65);
5. That in view hereof, the Second party is hereby contracted for the period of ten (10) months starting from _____ to _____, in consideration of the monthly rate of **FIVE THOUSAND PESOS (P 5, 000.00)** to be paid every 15th and last day of each month;
6. That the Second Party is expected to perform the following functions:

Advocacy and Community Organization and Mobilization

1. coordinates with community leaders to identify potential learners and organizes learning groups for Basic literacy Program and Accreditation and Equivalency System
2. advocates ALS programs and networks with other government organizations, non-government organizations and other peoples organizations for potential support and/or partnership
3. establishes functional networking and reporting system

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Conduct of Learning Sessions

1. Organizes a learning group composed of fifty (50) learners or more per Literacy Volunteer
2. Determines learning needs of learners
3. Conducts evaluation to determine the entry and exit level of learners
4. Conducts learning sessions using ALS learning modules and supplementary materials for at least ten (10) months in a year
5. Devises plans and implements them in order to sustain gains of learners from the ALS programs
6. Conducts home visits, individual tutorials, counseling and other need-driven activities in an effort to retain and win the learners back to the literacy sessions.

Progress Reporting

1. The Literacy Volunteer will be under the direct supervision of a Public Schools District Supervisor assigned in the District where he/she is assigned.
 2. The Literacy Volunteer is required to submit a quarterly report to the District Supervisor copy furnished DO, RO and BALS.
 3. Teams will meet on a monthly basis as learning action cells for updates/problem-solving to be coordinated by District ALS Coordinator (DALSC) as designated by the Public Schools District Supervisor (PSDS).
7. That the Second Party shall perform work at a time and schedule to be agreed upon by both parties;
 8. 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 the latter is not entitled to benefits enjoyed by the regular personnel of the First Party;
 9. That this contract shall cease to be in force and effect in the event of unsatisfactory performance of work by the Second Party or for the other causes as may be provided by law;
 10. That either party may terminate this contract for causes authorized by law and upon written notification to be submitted fifteen (15) days prior to the termination of this contract.

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IN WITNESS WHEREOF, both parties have hereunto set their hands this ____ day of _____, 2012 at the _____, _____.

DEPARTMENT OF EDUCATION:

Schools Division Superintendent

Second Party

Signed in the presence of:

Education Supervisor I

Administrative Officer

Assistant Schools Division Superintendent

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