*Study Leave Pro-Forma Service Contract*

KNOW ALL MEN BY THESE PRESENTS:

 This AGREEMENT, made and executed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ this

  *[place of execution]*

\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_,20\_\_\_, by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(date) [month] [year] [name of agency]*

with postal address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 *[address of agency]*

and represented herein by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter

  *[head of agency]*

referred to as **GRANTOR**,

 - and –

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and employee of the GRANTOR, and

  *[Name of Grantee]*

presently residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 *[Address of Grantee]*

hereinafter referred to as the **GRANTEE**,

 **W I T N E S S E T H :**

 **WHEREAS,** pursuant to Civil Service Commission Memorandum Circular No. 14, s. 1999 amended by MC No. 21, s. 2004, the GRANTEE applied to go on study leave on official time for a period of not more than six (6) months to attend bar/board review classes (or for a period of not more than four [4] months to complete a master’s degree);

 **WHEREAS,** the GRANTEE is qualified to avail of the study leave;

**NOW, THEREFORE,** the parties have agreed, that the GRANTOR shall authorize the GRANTEE to go on official leave with pay for a period of six [6] months (or four [4] months for completing a master’s degree) commencing from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, under the following terms and conditions:

  *[inclusive dates]*

1. **OBLIGATIONS OF THE GRANTOR**
2. Authorize the Grantee to go on study leave for a period of six [6] months to review and take the bar/board examinations (or four [4] months for completing a master’s degree);
3. Relieve the GRANTEE of all duties and responsibilities for the duration of the study leave;
4. Pay the salary, allowances and other benefits of the grantee during the six-month study leave
5. **OBLIGATIONS OF THE GRANTEE**
6. Render two [2] years service obligation with the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *[Name of Agency]*

for the six-months bar/board review leave (or four-months master’s degree completion leave];

1. In case of failure to render in full, the required service obligation referred to in the contract on account of voluntary resignation, optional retirement, or separation from the service through one’s fault, or other causes within one’s control, refund to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ gross salary,

 *[Name of Agency]*

allowances and other benefits received-proportionate to the balance of the service obligation based on the following computed formula:

 R = [SOR-SOS] x TCR

 SOR

Where R = Refund

 TCR = Total Compensation Received [gross salary, allowances, and other benefits received while on study leave]

 SOS = Service Obligation Served

 SOR = Service Obligation Required

1. Inform the agency through the HRD/Personnel Office, the failure or discontinuance to take the bar/board examination (or to complete the master’s degree) and pay the agency the corresponding salaries, allowances and other benefits received during the period of leave.
2. Report for work the day after the expiration of the study leave, otherwise, shall be considered absent without official leave [AWOL].

**IN WITNESS WHEREOF,** the parties herein have hereunto set their respective signatures this ­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, at

*[Date] [Month] [Year]*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.*

 *[Place]*

 *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

 *[Name of Agency]*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

 *[GRANTOR] [GRANTEE]*

**SIGNED IN THE PRESENCE OF:**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES )**

**QUEZON CITY, METRO MANILA ) S.S.**

**BEFORE ME,** this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_,

personally appeared to me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with Community

  *[Head of Agency]*

Tax Certificate No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ issued at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on \_\_\_\_\_\_

representing the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *[Name of Agency] [Name of Grantee]*

with Community Tax Certificate No. \_\_\_\_\_\_\_\_\_\_\_\_ issued at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ both known to me to be the same persons who executed the foregoing agreement, and they both acknowledgement to me that the same is their free act and dead.

 This instrument consisting of \_\_\_\_\_\_ pages including this page in which the acknowledgement is written, has been signed on the left margin of each and every page thereof by the party and their witnesses.

 **IN WITNESS WHEREOF,** I have hereunto set my hand and affixed my notarial seal on this \_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines.

**Doc. No.** ­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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