

CONTRACT FOR TEACHING SERVICE
(Job Order Status)

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

The **VISAYAS STATE UNIVERSITY (VSU)**, an institution of higher learning established under Presidential Decree No. 470 as amended by Presidential Decree No. 700 and converted into a state university by virtue of Republic Act No. 9158 and renamed as Visayas State University by virtue of Republic Act No. 9437 with principal office at Baybay City, Leyte, duly represented by its President, **DR. EDGARDO E. TULIN**, hereinafter referred to as the **FIRST PARTY**;

and-

MARVIN O. VISTAL of legal age, male, Filipino and residing at **BRGY. GABAS, BAYBAY, LEYTE**, hereinafter referred to as the **SECOND PARTY**;

WITNESSETH:

WHEREAS, the **FIRST PARTY** is in need of one with the desired expertise who will teach subjects at the Department of Liberal Arts and Behavioral Sciences, VSU, Baybay, Leyte during the 2nd Semester, SY 2021-2022 at P156.00 per hour for BS degree holder of actual teaching service, the total amount received for one month should not exceed the monthly salary of an equivalent regular position of Instructor I, plus preparation pay per subject of not more than four (4) different courses/subjects for lecture and actual number of subjects for laboratory;

WHEREAS, due to the health pandemic caused by COVID-19 wherein the health protocol to prevent the spread of the virus will no longer allow the face-to-face classroom instruction is and thus, the need to use flexible learning modalities;

WHEREAS, the **SECOND PARTY** possesses the needed expertise to undertake the aforementioned job and is willing to be paid on a per hour basis;

Now, THEREFORE, premises considered, the parties hereto have hereby agreed as they have agreed under the terms and conditions, as follows:

THAT the **SECOND PARTY** hereby undertakes the aforementioned job under the direct supervision of the **FIRST PARTY** or duly authorized representative, particularly to perform the teaching services of the courses assigned to her/him during the 2nd Semester SY 2021-2022 but not limited to the following:

1. Facilitate modular and/or conduct online classes as scheduled
2. Introduce various strategies to enhance the learnings of his/her students
3. Apply/conduct applicable modes of assessment of the learnings gained by his/her students from his/her classes i.e. on-line examination (mid/final/long hours/quizzes), maintain class records, correct and return these assessment/test papers to students
4. Perform other tasks assigned by the Department Head and the College Dean to facilitate the effective delivery of teaching functions
5. Attends to student queries even outside class schedule
6. Submit grades and turn over class records to Department Head two weeks after the final examination, and,
7. Pass clearance at the end of semester.

THAT the hourly pay remunerated to the **SECOND PARTY** covers the above-mentioned activities.

THAT for and in consideration of the foregoing job to be performed on a flexible class schedule (synchronous, asynchronous, online), the **FIRST PARTY** agrees to hire and pay the **SECOND PARTY** on a monthly basis and the details of the payment shall be as follows:

1. The computation for the rate/subject/semester will be as follows:

Rate/subject/semester = No. of units X credit hours/unit/semester X hourly rate (either P156, 207.70 and 308.44 for BS, MS or PhD holder, respectively)
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2. The total number of hours to be paid per semester shall not exceed the maximum contact hours of her/his teaching load for the 2nd semester of SY 2021-2022 plus the number of hours while participating the On Boarding activity of Faculty on February 7-8, 2022 and Webinar Workshop on

- VSU E-Learning Environment on February 10-11, 2022as certified by the University Registrar and Office of the Director of Instruction and Evaluation, respectively.
- Monthly payment shall be supported with a Daily Time Record (DTR) and accomplishment report of the performance by the SECOND PARTY certified by the Department Head of all the mandated teaching jobs as enumerated in the preceding paragraph, sub. par. 1 to 5.
 - Last month's salary shall likewise be supported with a certification from the Department Head that the SECOND PARTY complied with his/her teaching functions in the preceding paragraph, sub. par. 6 to 7 re: submission of grades, class records and clearance to the Department Head.
 - Preparation pay shall be released at the last month of the semester. It shall cover but not limited to the preparation of the required flexible learning materials of the subjects to be handled. The computation for the preparation pay will be as follows:

For lecture subjects: Preparation pay = number of preparations x .33 x rate per subject/semester
For laboratory subjects: Preparation pay = number of preparations x .11 x rate per subject/semester

THAT the SECOND PARTY is required to attend/participate orientation and various webinars and teaching activities conducted/spearheaded by the university to improve their teaching competencies particularly during the new normal.

THAT in the event the SECOND PARTY pre-terminates this contract without reasonable cause he shall be made to pay a penalty of Fifty Thousand Pesos (P50,000.00) without prejudice to filing a case against him for breach of contract.

THAT the SECOND PARTY is required to turn-over all class records, data, learning materials, equipment, and other things that come into his/her possession because of his/her job, and preserve the confidentiality of any information regarding the University, faculty, staff, and students. Any disclosure and divulgement of confidential information (including personal information kept on computer or other media, research, technologies and manuals) made unlawfully outside the proper course of duty will be grounds for dismissal without prejudice to filing of appropriate case in Court. The confidentiality clause will still apply even if the SECOND PARTY is no longer connected with VSU unless the University gives its express consent.

THAT the SECOND PARTY should also adhere to existing rules and regulations of the University.

THAT this agreement will not in any manner result to any employer-employee relationship between the parties.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this ____ day of _____, 2022, at Baybay, Leyte, Philippines.

By:

EDGARDO E. TULIN
University President
(First Party)

MARVIN O. VISTAL
(Second Party)

Signed in the presence of:

JETT C. QUEBEC
Dept. Head

ALICIA M. FLORES
Head, Budget Office

HONEY SOFIA V. COLIS
OIC Director, ODHRM

PROVINCE OF LEYTE)
REPUBLIC OF THE PHILIPPINES) S.S.
MUNICIPALITY OF BAYBAY)

BEFORE ME, this _____ day of _____, personally appeared Dr. Edgardo E. Tulin with valid w/ valid ID No. V00522 and Marvin O. Vistal valid ID No. _____ known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed.

This instrument consisting of two pages including this acknowledgement has been signed by the parties and their witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place first above written.

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of _____