

**CONTRACT FOR TEACHING SERVICES**  
(Job Order Status)

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

The **VISAYAS STATE UNIVERSITY**, 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. 9347, with principal office at Baybay City, Leyte, duly represented by its President, **DR. EDGARDO E. TULIN**, hereinafter referred to as the **FIRST PARTY**;

-and-

**ANGELICA C. MANAGBANAG** of legal age, female, Filipino and residing at **Brgy Sta. Cruz, 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 **Chem 120.1; Chem 132.2; Chem 137.1; Chem 110.1** subjects at the **Department of Pure and Applied Chemistry**, VSU, Baybay, Leyte during the **1<sup>st</sup> Semester, SY 2020-2021** at **P156.00** per hour of actual service plus preparation pay per subject only (not to exceed four preparations), the total amount received for one month should not exceed the monthly salary of an equivalent regular position of Instructor I;

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, aside from tasks in relation to the preparation of the learning materials/modules, there is also a need for the services of some part time faculty members to assist in doing preparatory works before the modules can be made available to the students;

WHEREAS, due to the change of learning modality, faculty members, both regular and those hired on part time status, need to study their topics and enhance their teaching strategies to effectively deliver their lessons to their students particularly during the period from August until the actual start of classes on October 5, 2020;

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, such as:

- A. Perform various preparatory works as assigned by the department head prior to opening of classes starting August but not beyond October 2, 2020, the TOTAL NUMBER OF HOURS THE FACULTY MAY BE ALLOWED TO WORK during this period shall NOT EXCEED THE AVERAGE MONTHLY CONTACT HOURS OF HIS/HER TEACHING LOAD FOR FIRST SEMESTER SY 2020-2021 as certified by the University Registrar (total contact hours divided by 5 months), to perform the following tasks/functions;

*Angelica C. Managbanag*



1. Assist in doing preparatory works to make modules ready for distributions to the students as requested by the department, among others, in printing, sorting, binding and packaging of learning materials;
2. Assist in preparing learning materials which have not been completed;
3. Attend/participate various webinars and various teaching activities conducted/spearheaded by the university to improve their teaching competencies particularly during the new normal.
4. Study subjects/courses assigned, innovate teaching strategies for improved effectiveness and be familiarized on how to deliver the topics to the students through on line and through modules;

B. To perform the actual teaching job of the courses assigned to him/her during the 1<sup>st</sup> Semester SY 2020-2021 (October 5, 2020 to February 2020), specifically as follows;

1. Prepare required flexible learning materials of the subjects and sections to be handled
2. Facilitate modular and/or conduct online classes as scheduled
3. Introduce various strategies to enhance the learnings of his/her students
4. Apply/conduct applicable modes of assessment of the learnings gained by his/her students from his/her classes e.g. on-line examination (mid/final/long hours/quizzes), maintain class records, and correct and return these assessment/test papers to students
5. Perform other tasks assigned by the department head and the College Dean to facilitate the effective delivery of teaching functions;
6. Submit grades and turn over class records to department head two weeks after the final examination.
7. Pass clearance after end of semester.

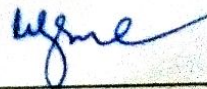
That for and in consideration of the foregoing job, the FIRST PARTY agrees to hire and pay the second party on a monthly basis, the amount shall be computed by multiplying the total actual hours of service rendered times the rate per hour of the SECOND Party, the details of the payment shall be as follows:

For performing preparatory work prior to the start of classes, the monthly payment shall be supported by a certification of the department head of the performance by the SECOND PARTY of all the mandated functions as enumerated in the preceding pars. A, 1 to 4 and a copy of the logbook of record of attendance duly attested and true and correct by the department head, the total number of hours to be paid shall not exceed the monthly average of the contact hours of all his assigned courses/subjects (total contact hours divided 5 months).

B. For rendering actual teaching functions during the 1<sup>st</sup> semester of SY 2020-2021, the usual procedure of computing the monthly pay of the faculty shall be followed which is by multiplying the actual contact hours times the rate per hour of the faculty, plus preparation pay to be released at the last month of the semester. Monthly payment shall be supported by a certification of the department head of the performance by the SECOND PARTY of all the mandated teaching jobs as enumerated in the preceding pars. B, 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 teaching functions per pars. B, sub. par. 6 to 7 re: submission of grades, class records and clearance.

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 also required by the First Party to pass a clearance every end of the summer/semester to ensure that all academic requirements have been complied with. Last payment of service for the said semester shall be released only upon submission of the same.





That the second party should also adhere to existing rules and regulations of the University.

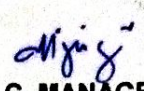
That this agreement will not in any manner result to any employer-employee relationship between the parties.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this \_\_\_\_ day of 19 OCT 2020, 2020, at Baybay, Leyte, Philippines.

VISAYAS STATE UNIVERSITY  
Baybay, Leyte

By:


  
**EDGARDO E. TULIN**  
University President  
(First Party)

  
**ANGELICA C. MANAGBANAG**  
(Second Party)

Signed in the presence of:

  
**JACOB GLENN F. JANSALIN**  
Dept. Head

  
**MYRNA S. PANCITO**  
Head, Budget Office


  
**LOURDES B. CANO**  
Director, ODAS/HRM

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

BEFORE ME, this \_\_\_\_ day of 19 OCT 2020, personally appeared Dr. Edgardo E. Tulin with valid w/ valid ID No. VOO522 and Ms Angelica C. Managbanag with valid ID No. 0002656 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**  
UNTIL DECEMBER 31, 2020  
PES 376895 - BAYBAY, LEYTE - 11/16/2020  
PES 11875 - TACLOBAN CITY - 4/23/2020  
MCLE COMP. NO. VI - 0002649 - 09/22/17  
ROLL OF ATTORNEYS NO. 57467

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