

## CONTRACT OF SERVICES

### KNOW ALL MEN BY THESE PRESENTS:

This Contract of Services made and entered into by and between:

**SAINT JOSEPH COLLEGE, MAASIN, LEYTE**, a non-stock non-profit religious educational institution of the Roman Catholic Church, duly organized and existing under and by virtue of the laws of the Philippines, represented herein by the **MOST REV. PRECIOSO D. CANTILLAS, SDB, D.D.**, in his capacity as President, hereinafter referred to as the **FIRST PARTY**;

-and-

**LOUIE P. GULA** of legal age, Filipino citizen, SINGLE with residence and postal address at CARIDAD NORTE, MATALOM LEYTE hereinafter referred to as the **SECOND PARTY**;

WITNESSETH: That –

**WHEREAS**, the **FIRST PARTY** is a non-stock non-profit religious educational institution of the Roman Catholic Church committed to build a Christian community through quality integral education and form authentic Christians who live their faith through humble service and simplicity of life,

**WHEREAS**, the **FIRST PARTY** desires to hire academically and professionally competent and efficient teachers for its high school department;

**WHEREAS**, the **SECOND PARTY** is a graduate of BACHELOR OF SECONDARY EDUCATION MAJOR IN MAPEH at VISAYAS STATE UNIVERSITY, BAYBAY CITY and on JUNE 14, 2019.

**WHEREAS**, the **SECOND PARTY** has gained a total of TWENTY-FOUR (24) months of TEACHING experience particularly in the field of MAPEH and has neither any criminal records whatsoever nor any on-going or pending criminal or administrative case/s in any government administrative body or any court within or without the Philippines

**WHEREAS**, the **SECOND PARTY** desires and is willing to apply as teacher and be a faculty member of the High School Department at **SAINT JOSEPH COLLEGE, MAASIN, LEYTE**, the **FIRST PARTY**,

## TERMS AND CONDITIONS

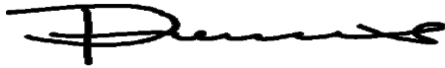
**NOW THEREFORE**, for and in consideration of the foregoing premises and the mutual agreements, stipulations, covenants, terms and conditions herein contained, the parties hereby agree as follows:

1. The **FIRST PARTY** hereby engages the services of the **SECOND PARTY** who hereby accepts the employment as teacher and member of the Faculty of the High School Department of the **FIRST PARTY** on a Probationary Status with a compensation of P13,000 for a period of one year from the beginning of August 8, 2019 to the end of May, 2020 which may be terminated earlier by the **FIRST PARTY** should there be a grave misconduct on the part of the **FIRST PARTY**; For new employees: for a period of 2 years June AUGUST 2019 to MAY 22.
2. The **SECOND PARTY** shall observe and obey the Code of Ethics for Professional Teachers adopted and promulgated by the Board for Professional Teachers in pursuance to paragraph (e), Article II of Republic Act 7836, otherwise known as "Philippines Teachers Professionalization Act of 1994" and shall diligently perform the duties and responsibilities of a teacher as stipulated under Article III of the **FIRST PARTY'S** Faculty Manual ( a list of which is herewith attached and marked as **Annex "A"** consisting of two (2) pages) and shall observe and obey all the rules, regulations and policies also stipulated in the said manual and those being issued by the **FIRST PARTY** from time to time;
3. The **SECOND PARTY** shall also perform other tasks which are necessary and related thereto as may be assigned by his or her immediate superior/supervisor from time to time;
4. The failure of the **FIRST PARTY** to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any of the rights or remedies that the **FIRST PARTY** may have, nor shall it be construed as a waiver of a subsequent breach or default of its terms, conditions and covenants which shall continue to be in full force and effect. No waiver by the **FIRST PARTY** of its rights under this Contract of Services shall be deemed to have been made unless expressed in writing and signed by the **FIRST PARTY**.
5. Any violation or willful non-compliance of any provision of this agreement will be considered as a breach of contract and the party violating or who is willfully not complying with any of the terms and conditions of this agreement will be held liable for any damages whatsoever.
6. In case of any dispute arising in connection with this Contract, the parties hereby agree that the venue for the settlement of the dispute shall fall exclusively within the jurisdiction of the proper courts in the City of Maasin, Province of Southern Leyte, Philippines.
7. Should any provisions of this Contract of Services be declared null and void or contrary to any existing law, such provision declared as null and void or contrary to law will not affect the other above provisions and the validity of this Contract.
8. Any amendments or additional terms and conditions to this Contract of Services must be in writing.

**IN WITNESS WHEREOF**, the parties have set their hands and affixed their signature this 23<sup>rd</sup> day of October 2019, in the City of Maasin, Southern Leyte, Philippines.

SAINT JOSEPH COLLEGE, MAASIN CITY

By:



**MOST REV. PRECIOSO D. CANTILLAS, SDB, DD.**

First Party

By:



**LOUIE P. GULA**

Second Party

Signed in the presence of:



ALICIA R. SANCHEZ



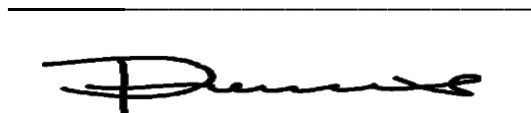
FELINA N. CUPAS

#### **ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
PROVINCE OF SOUTHERN LEYTE) S.S  
CITY OF MAASIN

BEFORE ME, a Notary Public for and in the City of Maasin, Southern Leyte, Philippines personally appeared

Name Competent evidence of identity



**MOST REV. PRECIOSO D. CANTILLAS, SDB, D.D.**

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free act and deed.

The instrument consisting of four (4) pages including the page on which this acknowledgment is written was signed on the left margin by the parties and their instrumental witnesses.

IN WITNESS WHEREOF, I have here unto set my hand and affixed my notarial seal this \_\_\_\_\_ day of March 02, 2020 at the City of Maasin, Southern Leyte.

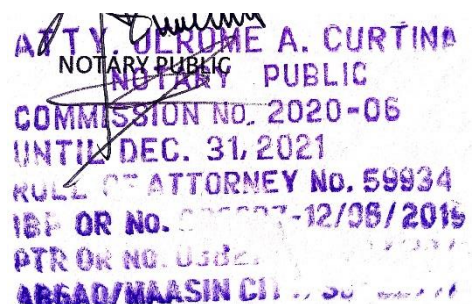
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ATTY. JEROME A. CURTINA  
NOTARY PUBLIC  
COMMISSION NO. 2020-06  
UNTIL DEC. 31, 2021  
RULE OF ATTORNEY NO. 59934  
IBF OR NO. 000007-12/06/2019  
PTR OR NO. 000007  
ABGAD/MAASIN CITY, SOUTHERN LEYTE