



CONTRACT FOR TEACHING SERVICES (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 Visayas State University by virtue of Republic Act No. 9437, with principal office at Baybay City, Leyte, duly represented by its University President, **DR. EDGARDO E. TULIN**, hereinafter referred to as the **FIRST PARTY**;

and-

KENNETH R. GARMA of legal age, male, Filipino and residing at Brgy. Ponong, Bato, Leyte hereinafter referred to as the **SECOND PARTY**;

WITNESSETH:

WHEREAS, the **FIRST PARTY** is in need of a **Part-time** faculty member who will teach subjects Chem 120; Chem 120.1; Chem 121.1; Chem 131^{132.2} and 132.2 at the Department of Pure and Applied Chemistry, VSU, Baybay City, Leyte during the 1st Semester, SY 2023-2024 at Php156.00 per hour of actual teaching service, the total amount received per month should not exceed the monthly salary of an equivalent regular position of Instructor I. Furthermore, a preparation pay will be given at the end of the semester, which will serve as supplemental payment for other tasks done outside the actual teaching hours such as, preparing learning materials for the class, grading exams and other course requirements, student consultation and feed backing, as well as computation and submission of grades. The preparation pay will be computed per subject of not more than four (4) different class preparations for lecture and actual number of subjects for laboratory,

WHEREAS, the **SECOND PARTY** possesses the needed professional and technical expertise to undertake the aforementioned job and is willing to be paid on a per hour basis, based on the actual teaching hours prescribed for each course/section handled, which shall commence on the first day of the start of classes and to end on the last day of the final examination. Attendance to the Faculty Onboarding will be paid, while missed class hours due to absence or due to officially declared class suspensions shall be paid after presentation of proof of conduct of make-up classes.

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 1st Semester SY 2023-2024 but not limited to the following:

1. Prepare learning materials for the classes assigned.
2. Conduct classes as scheduled,
3. Conduct make-up classes in case of absence or officially declared class suspensions,
4. Employ varied teaching strategies to enhance the student learning,
5. Apply/conduct applicable modes of assessment of student learning,
6. Maintain an updated and orderly class record of all classes handled,
7. Conduct examinations and other appropriate performance assessment tasks, and give relevant assignments and other course requirements,
8. Return corrected test papers and other assessment outputs to the students, and provide regular feedback to students on their class performance for improvement,
9. Perform other tasks that may be assigned by the Department Head or the College Dean to facilitate or enhance student learning,
10. Attend to student queries and other class-related concerns even outside class hours,
11. Attend/participate in orientation and seminars and other instruction-related activities conducted/spearheaded by the university to improve their teaching competencies,
12. Compute and submit grades and turn over class records to the Department Head on or before the deadline of grade submission,
13. Turn over complete hard copies of class records, data, learning materials, equipment, and other things that come into his/her possession because of his/her job to the department after the end of the semester. Hard copies of class records shall be turned over to another faculty or to the Department Head. In case of INC grades of some students, details on when and how the students can complete the grades should be provided.
14. Pass clearance at the end of semester.

THAT the hourly pay plus preparation pay remunerated to the **SECOND PARTY** cover the above-mentioned tasks.

THAT for and in consideration of the foregoing job to be performed, 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)

The total number of hours to be paid per semester shall not exceed the maximum contact hours of her/his teaching load for the 1st semester of SY 2023-2024 plus the number of spent attending the Faculty Onboarding conducted on August 15 until August 16, 2023, as certified by the University Registrar and the Office of the Director of Instruction and Evaluation, respectively.

2. Monthly payment shall be supported with a Daily Time Record (DTR) and monthly accomplishment report of the **SECOND PARTY**, as certified by the Department Head on all the mandated teaching tasks as enumerated in the paragraph 5, items 1 to 11.
3. The last month's salary shall also be supported with a certification that the **SECOND PARTY** has complied with his/her responsibilities stipulated in paragraphs 5, items 12-14, re: submission of grades to the Registrar's Office, turning over of hard copies of class records, and clearance from the University.
4. Preparation pay shall be released at the last month of the semester and will be computed, as follows:

Lecture subjects:
Preparation pay = number of preparations x .33 x rate per hour x contact hours

Laboratory subjects:
Preparation pay = number of preparations x .11 x rate per hour x contact hours

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** shall preserve the confidentiality of data and other information pertaining to the University, its faculty, staff, and students. Any disclosure and divulgement of confidential information (including grades, personal information kept on computer or other media, research, technologies and manuals) made unlawfully outside the proper course of duty will be grounds for contract termination without prejudice to filing of an appropriate case in Court. The confidentiality clause still applies even if the **SECOND PARTY** is no longer connected with the VSU unless the University gives its expressed consent.

THAT the **SECOND PARTY** shall at all times adhere to all the existing policies, rules and regulations of the University.

THAT this agreement shall 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 _____, 202____, at Baybay City, Leyte, Philippines.

By:


EDGARDO E. TULIN
University President
(First Party)


KENNETH R. GARMA
(Second Party)

Signed in the presence of:


ELIZABETH S. QUEVEDO
Head, DoPAC


ALICIA M. FLORES
Head, Budget Office


HONEY SOFIA V. COLIS
Director, HRMO

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

BEFORE ME, this 15 SEP 2023 day of _____, personally appeared Dr. Edgardo E. Tulin with valid w/ valid ID No. V000522 and Kenneth R. Garma with 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.


ATTY. RYSZARD C. GUINOCO
Notary Public
Until December 31, 2023
PTR No. 0122334 Baybay, Leyte- 1/23/20
IEP No. 250100- Tacloban City- 1/12/20.
Roll of Attorneys No. 57467
MCLE No. VI- 0022155- 04/14/2025
Visca, Baybay City, Leyte

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Page No. 3
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Vision:
Mission:

A globally competitive university for science, technology, and environmental conservation.
Development of a highly competitive human resource, cutting-edge scientific knowledge and innovative technologies for sustainable communities and environment.

Page 2 of 2

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