



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-

CARA LUZ BUAR of legal age, female, Filipino and residing at **BRGY. PANGASUGAN, BAYBAY CITY, 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 Physics, VSU, Baybay, Leyte during the 2nd Semester, SY 2021-2022 at P207.70 per hour for MS degree holder, respectively, 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 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. Attend to student queries even outside class schedule
6. Submit grades and turn over class records to the Department Head two weeks after the final examination, and,
7. Pass clearance after the end of semester.

THAT the hourly pay renumerated 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 of either P156 for BS holder or P207.70 for MS holder

- 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 as certified by the University Registrar.
- 3. Monthly payment shall be supported by a Daily Time Record (DTR) and certification of the Department Head of the performance by the SECOND PARTY of all the mandated teaching jobs as enumerated in the preceding paragraph, sub. par. 1 to 5.
- 4. 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.
- 5. Preparation pay to 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 also required by the FIRST PARTY to pass a clearance at the 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 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 expressed 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 23 MAR 2022, 2022, at Baybay, Leyte, Philippines.

[Signature]

[Signature]


VISAYAS STATE UNIVERSITY
Baybay, Leyte

By:


EDGARDO E. TULIN
University President
(First Party)


CARA LUZ BUAR
(Second Party)

Signed in the presence of:


REV RHIZZA L. AURE
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 23 MAR 2022, personally appeared Dr. Edgardo E. Tulin with valid w/ valid ID No. V000522 and Cara Luz Buar with valid Non-Prof Driver License ID No. HO5-18-003364 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. RYSAN C. GUINOCOR
Notary Public
Until June 30, 2022
PTR No. 6588834- Baybay, Leyte- 1/18/2022
IBP No. 177903- Tacloban City- 02/11/2022
Roll of Attorneys No. 57467
MCLE No. VI-0003619- 04/14/2022
Visca, Baybay City, Leyte

Doc. No. 903
Page No. 69
Book No. XXXI
Series of 222