



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. 9473, with principal office at Baybay City, Leyte, duly represented by its President, **DR. EDGARDO E. TULIN**, hereinafter referred to as the **FIRST PARTY**;

-and-

IRISH N. CATA CUTAN of legal age, male, Filipino and residing at Brgy. Cogon, 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 Institute of Human Kinetics, VSU, Baybay City, Leyte during the **1st Semester, SY 2022-2023** at **P156.00 per hour for BS degree/ P207.70 per hour for MS degree/ P308.44 per hour for PhD degree** 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 laboratory;

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 **1st Semester SY 2022-2023** but not limited to the following:

1. Conduct 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. 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 or to a designated faculty member two weeks after the final examination. In case of INC grades, thoroughly orient the faculty accepting the academic responsibility as to when and how the students can complete their grades.
7. Pass clearance after the end of the contract.

THAT the hourly pay remunerated to the SECOND PARTY covers the above-mentioned activities, and shall be computed based on the following:

1. The total number of hours to be paid per semester shall not exceed the maximum contact hours of
 - a. her/his teaching load for the 1st semester of SY 2022-2023 plus the number of hours spent in participating in the Faculty Onboarding on September 5-8, 2022 and Orientation of Newly-Hired Faculty on September 8-9, 2022, as certified by the University Registrar and Director of Instruction and Evaluation, respectively. Proof of attendance to the above activities shall be attached.
 - b. Monthly payment shall be supported with the 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. This applies to both conduct of face-to-face and on-line classes.
 - c. 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.
 - d. Preparation pay to be released at the last month of the semester. The computation for the preparation pay will be as follows:

For lecture subjects:

Preparation pay = number of class preparations x .33 x rate per subject/semester

For laboratory subjects:

Preparation pay = number of class 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.

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 24 OCT 2022, 2022, at Baybay City, Leyte, Philippines.

By:


EDGARDO E. TULIN
University President
(First Party)


IRISH N. CATA CUTAN
(Second Party)

Signed in the presence of:


CHARIS B. LIMBO
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 24 OCT 2022, personally appeared Dr. Edgardo E. Tulin with valid w/ valid ID No. V000522 and Irish N. Catacutan with valid ID No. 1706069 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. GUINOCAN
Notary Public
Notary Public 2023
PTR No. 6588834- Baybay, Leyte- 1/18/2022
IBP No. 177903- Tacloban City- 02/11/2022
Roll of Attorneys No. 57467
MCLE No. VII-0022195- 04/14/2025
Mlang, Baybay City, Leyte

Doc. No. 1997
Page No. 48
Book No. xxxviii
Series of 2022

9