

VISAYAS STATE UNIVERSITY
ViSCA, Baybay, Leyte

FOR SABBATICAL LEAVE

TERMS OF REFERENCE

KNOW ALL MEN BY THESE PRESENTS:

This agreement made and entered into by and between:

The Visayas State University (VSU) formerly the Leyte State University (LSU), which was renamed from LSU to VSU by virtue of R.A 9437 with principal office at Baybay City, Leyte, duly represented by the University President, **Dr. EDGARDO E. TULIN** hereinafter referred to as the **GRANTOR**;

-and-

DR. HUMBERTO R. MONTES, JR. of legal age, married, Filipino, with residence and postal address at **Apartment 11 Kilbourne Drive, VSU, Visca, Baybay, Leyte** hereinafter referred to as the **GRANTEE**;

WITNESSETH

WHEREAS, the Visayas State University has to promote and maintain its own merit system by encouraging its academic staff to study, investigate, undertake research on exchange professorship to improve staff competencies, efficiency and effectiveness and for rest and renewal for qualified faculty through sabbatical assignment;

WHEREAS, the **GRANTEE** has fully and satisfactorily met all the requirements as to qualification, standards and criteria set for the sabbatical assignment;

NOW, THEREFORE, for and in consideration of the mutual stipulations and conditions hereinafter contained, the parties do hereby agree as follows:

1. Subject to the terms and conditions stated below, the University hereby awards to the **GRANTEE** and the latter accepts a **Sabbatical Leave** to be effective on **January 1, 2020 and to terminate on December 31, 2020** and in compliance with the pertinent provisions of this Agreement for the completion of the sabbatical assignment to be pursued to and by virtue of this award, unless otherwise terminated earlier in accordance with this covenant;
2. The **GRANTEE** agrees and binds *himself* to:
 - a. Avail of a Sabbatical Leave (Rest and Renewal);
 - b. Not engage in any form of employment, including teaching in other institutions, during the whole duration of the leave;
 - c. He shall be cleared of all responsibilities from the university. He shall relinquish and turn-over all his duties and responsibilities in instruction, research, extension, production, administration and other responsibilities to another faculty or staff of the unit, during the whole duration of the sabbatical leave. As such, he shall cease to be entitled to the services and privileges accorded to faculty members who are on active service, such as:
 - b.1. use of office space, laboratory and other facilities of the unit and the university (except library)

1671

(Humberto R. Montes, Jr.)

- b.2. utilizing the services of administrative and research/extension staff of the unit
 - b.3. use of department supplies, materials and equipment, including university vehicles
- 3. The GRANTEE shall forfeit or otherwise cease to be entitled to all benefits and privileges (including travel privileges charged to the university) due *him* under this Agreement and shall likewise be required to reimburse in the same manner herein specified should he fail to comply or observe any of the obligations stipulated herein and for other causes within *his* control such as the following:
 - f.1 Going on leave without pay after the end of *his* sabbatical leave;
 - f.2 Optional retirement from the service;
 - f.3 Removal from office for a cause; or
 - f.4 Revocation of the grant/privilege by competent authority on account of the Grantee's conduct or behavior prejudicial to the University interests.
- 4. Return immediately to duty in VSU after the end of the sabbatical leave. In case of failure to return to work within 30 days after the sabbatical leave assignment, the University shall implement Section 64, Rule XV, Book V of EO 292, to wit:

"He shall be considered on absence without leave (AWOL) and separated from the service or dropped from the rolls without prior notice. He shall, however, be informed, at his address appearing in the 201 files or at his latest known address, of his separation from the service, not later than five (5) days from its effectivity".

- 5. Serve VSU for a period of one (1) year after *his* sabbatical leave in accordance with the provision of BOR Res. No. 213 s. 2018, to wit:

"Every year or fraction thereof of the sabbatical leave shall be equivalent to actual service."

- 6. The **GRANTOR** binds *himself* to pay salary and other benefits as provided by law for the duration of the sabbatical leave.

IN WITNESS WHEREOF, we hereunto set our hands this ____ day of _____, 2020 at Visca, Baybay City, Leyte, Philippines.

[Signature]

[Signature]

[Signature]


VISAYAS STATE UNIVERSITY
ViSCA, Baybay City, Leyte


By:


EDGARDO E. TULIN
Grantor


HUMBERTO R. MONTES, JR.
Grantee

Signed in the presence of:


BEATRIZ S. BELONIAS
Witness


LOURDES B. CANO
Witness


ACKNOWLEDGMENT

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

BEFORE ME, this _____ day of DEC 23 2019, 2020, in the City of Baybay, Province of Leyte, Philippines, personally appeared **DR. EDGARDO E. TULIN** and **DR. HUMBERTO R. MONTES, JR.** exhibiting to me their VSU ID No. V00522 and VSU ID No. V00352, respectively, issued in Visca, Baybay City, Leyte, respectively, personally 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 three (3) pages including this acknowledgment has been signed on each page by the parties and their witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF I have hereunto set my hand on the day, year, and place above written.


ATTY. RYSAN C. GUINOCOR
Notary Public
NOTARY PUBLIC
Until December 31, 2020
P.R. 2776224 - BAYBAY CITY, LEYTE - 1/25/19
P.R. 258243 - TAGLORAN CITY - 1/10/19
P.R. 0003619 - 09/22/17
ROLL OF ATTORNEYS NO. 57467

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