DEPARTMENT OF AGRICULTURAL EDUCATION & EXTENSION

Visca, Baybay City, Leyte, PHILIPPINES Voip Phone: 1016

Email: daeex@vsu.edu.ph Website: www.vsu.edu.ph

CONTRACT FOR TEACHING SERVICES OF ADJUNCT PROFESSOR

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered by and between:

The VISAYAS STATE UNIVERISTY (VSU), an institution of higher learning established under Pres. Decree No. 470 as amended by Pres. Decree No. 700 and converted into a state university by virtue of R.A. 9158 and 9437, with principal office at Baybay City, Leyte, duly represented by its President, **DR. DANIEL LESLIE S. TAN**, hereinafter referred to as the FIRST PARTY;

-and-

<u>HENRY Y. GOLTIANO</u> of legal age, married, Filipino and with residence and postal address at <u>Bonifacio Extension Zone 1, Poblacion, Baybay City, Leyte, Philippines, hereinafter referred to as the SECOND PARTY;</u>

WITNESSETH:

WHEREAS, the FIRST PARTY, particularly the Department of <u>Agricultural Education and Extension</u> presently lacks graduate faculty due to the study leave/retirement/leave/resignation of professors handling graduate courses. Of the <u>7</u> graduate faculty, only <u>5</u> are left to teach their graduate courses.

WHEREAS, the Department of <u>Agricultural Education and Extension</u> is offering a number of graduate programs, namely; <u>MS in Agricultural Extension</u>, <u>MS in Agricultural Education</u>, <u>MAgDev major in Agricultural Education</u>, <u>MAgDev major in Agricultural Education</u>, and PhD in Agricultural Education.

WHEREAS, the FIRST PARTY is in dire need of professors who can teach graduate courses which can be taught only by professionals in the field who meet the minimum academic qualifications of a graduate faculty as specified in Section 3 of the Graduate School Code.

WHEREAS, the FIRST PARTY is in need of one with the desired expertise who will teach AgEd 303 – Theory Building in Development Education (lec) and AgEx 197 – Methods of Agricultural Research (lec and lab) courses/subjects at the Department of Agricultural Education and Extension, VSU, Baybay City, Leyte effective 1st Semester, SY 2023 - 2024 good for ___ actual contact hours.

WHEREAS, in spite of vacancy announcement, nobody responded to said vacancy, due to the very low hourly pay of only P308.44 given to part-time faculty with a doctorate degree.

WHEREAS, due to the urgency to hire the needed faculty, the SECOND PARTY was requested to serve as Adjunct Professor to handle the above courses having been a Graduate faculty while still connected with the university.

WHEREAS, the SECOND PARTY possesses the needed expertise to undertake the aforementioned job and is willing to be paid on a per hour basis;

WHEREAS, the SECOND PARTY is willing to handle the courses as Adjunct Professor at an hourly rate of P400.00 as provided for in BOR Res. No. 39, s. 2014 and BOR Res. No. 35 s. of 2015.

NOW THEREFORE, premises considered, the parties hereto have hereby agree as they have agreed under the terms and conditions, to wit:

Hr. Jan

,



THAT the SECOND PARTY shall serve as Adjunct Professor to handle the following subjects effective 1st Semester, SY 2023 – 2024.

THAT the SECOND PARTY hereby undertakes the aforementioned job under the direct supervision of the FIRST PARTY or duly authorized representative: such as:

- 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 for and in consideration of the foregoing job to be performed on a flexible class schedule, the FIRST PARTY agrees to hire and pay the SECOND PARTY of P400.00 per hour to be paid 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

- 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 <u>1st</u> semester of SY <u>2023-2024</u> as certified by the University Registrar.
- Monthly payment shall be supported with a 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 as enumerated in the preceding paragraph, sub. par. 1 to 11.
- 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. 12 to 14 re: submission of grades, class records and clearance to the Department Head.

THAT, it should be understood that an Adjunct Professor is not allowed to participate in the administrative affairs of the university. He/she may attend meetings but is not allowed to vote.

THAT for and in consideration of the foregoing job, the FIRST PARTY agrees to pay the SECOND PARTY for services equivalent to the required total number of hours of service as certified by the Registrar which should be in accordance with the prescribed schedule of classes, unless there is an approved changes thereto.

Je Company

Solument

Vision: Mission: 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 this agreement will not in any manner result to any employer-employee relationship between the parties.

2 9 DEC 2023

IN WITNESS WHEREOF, we have hereunto set our hands this $\underline{6th}$ day of December, 2023 at Baybay City, Leyte, Philippines.

VISAYAS STATE UNVERSITY
Baybay City

By: (

DANIEL LESLIE S. TAN

OIC, President (First Party) HENRY Y. GOLTIANO Adjunct Professor (Second Party)

Signed in the presence of:

LIJUERAJ J. CUADRA Dept. Head

LOUELLA C. AMPAC FINANCIAL MANAGEMENT

DIRECTOR

HONEY SOFIA V. COLIS

Director, HRMO

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

BEFORE ME, this 29 Dec day of _______, 2023 at Baybay City, Leyte, personally appeared Dr. Daniel Leslie S. Tan with VSUD ID vocol _____ and Dr. Henry Y. Goltiano with valid ID No. 0002216, known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their voluntary act and deed.

This instruments consists of three (3) pages, including this page on which this acknowledgment is written, signed on the left hand margin of pages 1 to 3 and on the upper portion of this 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.

Notary Public
Notary Bundler 31, 2023
R Nantil Deserbayery Leyte- 1/23/21
IBPNG 250100- Tacloban City- 1/18/20.

TANROII of Attorneys No. 57467 MCLE No. VII- 0022195- 04/14/2025

Visca, Baybay City, Leyte

Page No. 32; Book No. 34); Series No. 2023;