

CONTRACT FOR TEACHING SERVICES
(Job Order Status)

KNOW ALL MEN BY THESE PRESENTS:

This agreement made and executed into by and between:

The Visayas State University (VSU), a government academic institution and created by virtue of R.A. 9437, with principal office at Baybay, Leyte duly represented by the University President, Dr. EDGARDO E. TULIN hereinafter referred to as the FIRST PARTY;

-and-

Ms. Jesusa M. Magno, of legal age, married, Filipino, and residing at Carigara, 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 Nursing courses/subjects at the Coll of Nursing, VSU, effective 1st semester SY 2016-2017 at a monthly rate of P17,000.00 for a total of 48 hours work per week, 40 hours of which should be actual hospital duty/classroom laboratory and the remaining hours as Nursing audit before and after duty schedule of students' other activities including extension of work of the College of Nursing.

WHEREAS, the SECOND PARTY possesses the needed expertise to undertake the aforementioned job and is willing to be paid as prescribed above in accordance with BOR Resolution No. 20, series of 2012;

Now, THEREFORE, premises considered, the parties hereto have hereby agree as they have agreed under the terms and conditions, as follows:

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

- A. To conduct classes as scheduled;
- B. To conduct examination (mid/final/long hours/quizzes), maintain class records, and correct and return test papers on time; (1 week after the exam).
- C. To submit grades and turn over class records to department head two weeks after the finals examination.
- D. To participate in other teaching activities required of them.
- E. To report to class on time and pass clearance after end of semester.

That for and in consideration of the foregoing job, the FIRST PARTY agrees to pay the SECOND PARTY for services certified by the Dean, College of Nursing which should be in accordance with the prescribed schedule of classes as certified by the University Registrar, unless there is an approved changes thereto, or when the FIRST PARTY declares no classes but directs the SECOND PARTY to participate in university activities. In which case, the SECOND PARTY shall be paid if they actually reported and participated in the said activity based on the certification of the department head of the actual participation and attendance by the SECOND PARTY to the mandated university activity.

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 (P 50,000.00) without prejudice to filing a case against him for breach of contract.

That the Second Party is also required by the First Party to pass a clearance every 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 should also adhere to existing rules and regulations of the University including the wearing of uniform.


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 _____, 2016, at Baybay, Leyte, Philippines.

SEP 06 2016

VISAYAS STATE UNIVERSITY
Baybay, Leyte

By:


EDGARDO E. TULIN
University President
(First Party)


JESUSA M. MAGNO
Second Party

Signed in the presence of:


RAZA CREAL MENESES
Dept. Head


ANITA G. GODOY
Administrative Officer III


LOURDES B. CANO
Director, ODAHRD

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


BEFORE ME, this _____ day of SEP 06 2016, personally appeared Dr. Edgardo E. Tulin with valid w/ valid ID No. VOO522 and Ms. Jesusa M. Magno with valid ID No. PLC#0136071 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.

Notary Public

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Series of 2016


ATTY. RYSAN C. GUINOCOR
NOTARY PUBLIC
UNTIL DECEMBER 31, 2016
PTR 0122719-BAYBAY, LEYTE-1/07/16
IBP 101 0 143-TAGLOBAN CITY-2/11/16
MCLE COMP. CERT. V-0009580-07-20-15
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