

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-

Mr. MARTIN JAN E. MERCURIO of legal age, male Filipino, and residing at 147 R Magsaysay Ave. 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 Geodetic Engineering courses/subjects at the DGE, VSU, Baybay, Leyte effective Summer, 2016 at P 120.00 per hour, plus preparation pay as certified by the ODAHRD based on the actual course/subjects, the total amount received for one month should not exceed the monthly salary of an equivalent regular position of Instructor I.

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 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 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 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 (P50,000.00) 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 upon submission of the actual workload as certified by the Registrar and ODAHRD, said certification will automatically amend and form part of this contract.

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.

VISAYAS STATE UNIVERSITY
Baybay, Leyte

By: 
EDGARDO E. TULIN


University President
(First Party)

Signed in the presence of:


MARTIN JAN E. MERCURIO
Second Party


FLORENTINO F. MORALES, Jr.
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 MAY 16 2016, personally appeared Dr. Edgardo E. Tulin with valid w/ valid ID No. VOO522 and Mr. MARTIN JAN E. MERCURIO with valid ID No. PRL ID 8460 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. ERNESTO M. BUTAWAN
Notary Public for Baybay City
Until December 31, 2016
IBP No. 0289-2016-01/04/2016 Ormoc City
PTR No. 0122875 - 01/04/2016 - Baybay City
Roll No. 41458
Notary Public

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