

# EMPLOYMENT CONTRACT- Part-time Faculty Member

KNOW ALL MEN BY THESE PRESENTS:

This Employment Contract made and executed this 25<sup>th</sup> day of August at Ormoc City, Philippines, by and between:

The **STI - Ormoc INC.**, a corporation duly organized and existing under and by virtue of Philippine laws, with principal office at Centrum Bldg. Aviles St. Ormoc City, herein represented by its School Administrator, hereinafter referred to as the "Employer",

-and-

KEVIN D. FONTANEDA of legal age, married/single, a Filipino citizen, with residence address at Brgy. Concepcion, Ormoc City, hereinafter referred to as the "Employee Faculty Member";

Both the Employer and the Employee Faculty Member are jointly referred hereto as the "Parties".

WITNESSETH: THAT

WHEREAS, the Employer is engaged in the business of providing quality education to the general public with branches existing all over the Philippine Archipelago;

WHEREAS, the Parties jointly execute this contract in compliance with the directive established by the **2008 Manual of Regulations for Private Higher Education (MORPHE)** (specifically Section 116);

WHEREAS, the Employer intends to engage the services of the Employee Faculty Member on a PART - TIME status and that the Employee Faculty Member hereby accepts such an engagement;

WHEREAS, for purposes of this *Faculty Employment Contract*, the Parties hereto have agreed to observe the terms and conditions of the STI Revised General Academic Policies of 2011 which is attached as **Annex "A"** hereof and made an integral part of this Contract;

WHEREAS, the most applicable salient features of the STI Revised General Academic Policies of 2011, the 2008 Manual of Regulations for Private Higher Education (MORPHE), the Labor Code and other applicable laws, rules and regulations are

hereunder set down comprising the terms and conditions of this Contract to which Parties jointly undertake to comply with in good faith;

**NOW** therefore, for and in consideration of the foregoing premises, the Parties jointly agreed to enter into this Contract, subject to the provisions hereinafter set forth, to wit:

1. The Employee Faculty Member accepts the authority, control and supervision of the School Administrations;
2. The Employee Faculty Member has read, understood and hereby **AGREES** to be bound by the terms and conditions set forth by the Employer as embodied under the **Revised General Academic Policies of 2011 (Annex "A")**;
3. The Employee Faculty Member hereby undertakes to finish the entire semester which will include the checking of papers, computation and giving of final grades and all other related obligations for that particular semester.
4. The Parties jointly acknowledge that the Employee Faculty Member may only be eligible for **PROBATIONARY FACULTY EMPLOYMENT** status, after attaining the minimum academic and residency qualifications set forth by the laws of the land including memoranda, circulars and other issuances by the different government agencies concerned including, but not limited to the **MORPHE**. If the Employee Faculty Member already possess the minimum academic and residency qualifications he/she has the option to apply for probationary status or remain as a part-time faculty member;
5. The Employee Faculty Member shall render a maximum total of 15 residency hours per week of academic services consisting of 15 units of teaching duties and non teaching academic duties which includes checking of home works and examinations, class preparations, faculty meetings, faculty development programs, submission of grades, student consultations, faculty orientations and other similar functions;
6. The Employee Faculty Member shall be paid on a per teaching unit (per hour) rate basis of \_\_\_\_\_ **Pesos (P \_\_\_\_\_ .00)** Philippine currency payable on the 15<sup>th</sup> and 30<sup>th</sup> of each month;
7. The Employee Faculty Member is prohibited from engaging in any other outside employment apart from his/her teaching employment at the School that would be in conflict with his/her regular working hours. The Employee Faculty Member shall notify the Employer of outside teaching assignments for monitoring purposes. He/she shall likewise undertake that employment outside of the School shall not in any way conflict with that of the teaching profession;



8. The Employee Faculty Member shall, at all times, carry out the teaching and other duties assigned as competently, diligently, professionally and effectively as possible and shall likewise conduct him/her self in accordance with law and other ethical and moral standards of the teaching profession;
9. The Employee Faculty Member shall meet the deadlines set for the submission of the grades and other reportorial requirements. In the event of failure on the part of the Employee Faculty Member in this regard, it is understood that the voluntary consent of the latter as to the withholding of his/her salary by the Employer until such requirements are met has been given;
10. The Employee Faculty Member shall strictly comply with all academic policies and directives of STI and that of established rules and regulations of the School;
11. Due to the nature of Employee Faculty Member's position and employment, he/she **AGREES** to keep strictly confidential all documents, records and information pertaining directly or indirectly to the operations, functions and other affairs of STI and that of the School. Unauthorized disclosure shall be deemed as valid and legal ground for **TERMINATION** from employment.
12. The Employee Faculty Member shall be solely responsible and accountable for any loss of, or damage to any materials, equipment or property that the Employer may assign to the former subject to established rules and regulations of STI and that of the School;
13. In addition to the obligations imposed under paragraphs 11 and 12 above, the Employee Faculty Member shall ensure that all STI Courseware materials which for any reason due to, or on occasion of, his/her employment, comes to his/her possession, are only released to authorized users. The Employee Faculty Member undertakes to prevent or report any unauthorized distribution, replication or transmission of Courseware materials. The Employee Faculty Member further acknowledges that all STI Courseware materials partake of information which is proprietary in nature belonging exclusively to STI, and any incident giving rise to said Courseware falling into the hands of unauthorized parties due to the fault and/or negligence of the Employee Faculty Member may be punishable by termination of employment without prejudice to judicial remedies, instituted at STI's option, to protect its rights. Said recourse by STI to these judicial remedies (including, but not limited to criminal action when necessary) shall survive the expiration/termination of this Contract;
14. Upon termination of this Contract, the Employee Faculty Member shall return to the Employer all items loaned to the former and settle all accountabilities that might have been incurred;
15. In the event that the Employer sends the Employee Faculty Member to attend faculty or personnel development training programs, the Employee Faculty


Member undertakes to comply with all the terms and conditions imposed by the Employer regarding said training programs. This includes adherence to current policies of STI on said training programs. Furthermore, the Employee Faculty Member shall refund to the Employer all costs incurred by it for the training program attended by the Employee Faculty Member in the event that he/she terminates his/her employment without valid reason (or is terminated for cause) within the time period provided under the terms and conditions of the training program and the current policies of STI on this matter;

16. This Contract shall take effect from SEP. 5, 2012 to JAN. 26, 2023 ;
17. Any breach of the terms and conditions of this Contract will give rise to the imposition of proper sanctions which, in justified circumstances include the termination of the Employee Faculty Member's employment with STI without any prejudice to the latter's redress for legal remedies when necessary;
18. The Employee Faculty Member hereby undertakes to finish the entire semester which will include the checking of papers, computation and giving of final grades and all other related obligations for that particular semester;
19. The **Parties** hereby agree that the Employee Faculty Member shall be hired on a per term or semester basis and that at the end of each term or semester the employer - employee relationship of the **Parties** shall be deemed extinguished and dissolved without the need for any notice thereof.

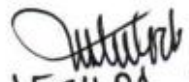
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in \_\_\_\_\_, Philippines.

  
[STI Signatory]

  
KEVIN FONTANORA  
Employee Faculty Member

  
Sreedha Joy S. Murugan  
ACADEMIC HEAD

Witnesses:

  
LECILDA DELA CRUZ



# ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES}

ORMOC CITY

} S. S.

29 NOV 2022

BEFORE ME, this    day of    20   in the City of ORMOC CITY  
Philippines, personally appeared:

CTC No.

Issued at:

Issued on:

2438-6975-4791-6092

Ormoc City

September 13, 2021

KEVIN FONTENORA

Employee Faculty Member

Known to me to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their own free act and deed.

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

NOTARY PUBLIC

My commission expires Dec. 31, 20  

Not. Reg. No.   ;  
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Series of 2020.

