** St. Peter’s College**

No. 042 Sabayle St., Iligan City, 9200, Philippines

Contact No. (063)221-6247 or 222-0450

Email Address: [hrmd@spc.edu.ph](mailto:spceduph@gmail.com)

**CONTRACT OF SERVICE**

This CONTRACT OF SERVICE is entered into on February 10, 2025, in the City of Iligan, by and between:

**ST. PETER’S COLLEGE, INC**., a private higher educational institution, with official address at SPC Campus, Sabayle Street, Iligan City, duly SEC registered non-stock corporation and recognized by the Commission on Higher Education (CHED) and the Department of Education (DepED) hereinafter referred to as **School**, and **MR. EXCEL ARTHDANE T. YARANON,** of legal age, single, Filipino citizen, with residence/postal address at Sta. Filomena, Iligan City, Philippines, hereinafter referred to as the **Instructor** of the College of Arts & Sciences.

WHEREAS, the School and the Instructor wish to enter into an employment contract under the terms and conditions set forth herein, the parties hereby agree as follows:

**A.** WHEREAS, the School is desirous of securing the services of **EXCEL ARTHDANE T. YARANON** as **Full-time hourly Instructor** to the School under the general supervision of the Dean of College of Education;

WHEREAS, the School and the Instructor believe a written agreement is necessary to describe specifically their relationship and to serve as a basis for effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of SPC;

NOW THEREFORE, for and in consideration of the mutual agreement contained herein, the School hereby employs the services of **MEL JAZER P. CAPE** as **a Full-time hourly Instructor**, and the parties hereby accept the following terms and conditions:

B., **EMPLOYMENT TERMS AND CONDITIONS:**

1. **Duties**

Instructor will perform such duties and responsibilities as the School may reasonably assign and Instructor will abide by all school policies and procedures as adopted and amended from time to time. Instructor understands that she must create and maintain accurate records of students’ progress, attendance and academic performance. Instructor further agrees to abide by the provisions of the school’s Faculty and Staff Manual.

A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties and responsibilities maybe amended from time to time in the sole discretion of the school.

1. **Work Schedule**

Workdays for the Instructor shall be consistent with the applicable calendar of workdays for this position. The current term/year schedule is attached hereto and incorporated by reference herein.

1. **Compensation**

Instructor will receive an **hourly rate of One Hundred Forty-Three Pesos and Twenty- Nine Centavos (P143.29)** subject to allowable deductions and withholding taxes as prescribed by law.

A full-time instructor's teaching load is 24 units, with an allowable extra load of six units. An instructor is allowed a maximum of 30 units, which is equivalent to 30 hours.

1. **Employee Benefits**

Instructor is entitled to a 13th month of pay and other benefits as prescribed by the Labor Code of the Philippines, and other existing laws.

1. **Performance Evaluation**

Instructor shall receive periodic performance reviews conducted by immediate supervisor. At a minimum, performance evaluations will be conducted annually on or about the anniversary date of employment with the school. Additionally, a semestral student evaluation of instructors will be conducted to assess teaching effectiveness and student engagement. The frequency of performance evaluations may vary depending on the length of service, job position, past performance, changes in job duties, or recurring performance problems.

Failure to evaluate the Instructor shall not prevent the school from disciplining or dismissing the employee in accordance with this agreement or the Labor Code of the Philippines.

1. **Instructor Rights**

Employment rights and benefits for employment at the School shall only be as specified in this Employment Contract, the school’s policies and procedures which from time to time maybe amended and modified by the Board of Trustees, and as provided under the Labor Code of the Philippines and other pertinent laws.

1. **Security of Tenure**

Newly hired Instructor shall be issued this Contract on a semestral basis. At the end of the semester, shall be evaluated by the college dean and students and the renewal of her contract for the succeeding semester shall be dependent upon the Dean’s recommendation. Instructor shall gain regular status after 3 consecutive academic years or six (6) consecutive semesters with the school;

1. **Conflict of Interest**

Employee understands that, while employed at the School, she will have access to confidential and proprietary information. Employee therefore shall not maintain employment or contracts of employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in anyway conflict with her employment with the School.

1. **Effectivity**

This Contract of Services shall become effective and bonding upon signing by both parties. Subject to Item No.7 & No.9 hereof, this Contract shall be valid until the parties decide to the contrary.

Except in the case of emergency (death, serious illness, warfare, etc), the Instructor shall give at least three (3) months or ninety (90) days prior Notice in Writing if she wishes to terminate employment before the agreed term of employment.

The School can also terminate this Contract in case of serious violation by the teacher/personnel of any provision of the Faculty and Staff Manual, and Labor Code of the Philippines, subject to the provisions of notice, and without prejudice to the filing of the appropriate action in cases of violations of the Revised Penal Code of the Philippines.

**C**. **GENERAL PROVISIONS:**

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Contract, will not operate or be construed as a waiver of any subsequent breach.

1. **Governing Law**

This Contract will be governed by, construed, and enforced in accordance to the SPC Faculty and Staff Manual and the Labor Code of the Philippines.

1. **Partial Invalidity**

If any provision of this Contract is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the agreement.

**D.** **ACCEPTANCE OF EMPLOYMENT**

By signing below, the Teacher/personnel declares as follows:

1. I have read this Contract of Service and accept employment with the School on the terms and conditions specified herein.
2. All information I have provided to the School related to my employment is true and correct.
3. A copy of the Job Description is attached hereto.
4. This is the entire agreement between the School and me regarding the terms and conditions of my employment. This is final and complete Contract of Service and there are no other agreements, oral or written, express or implied, concerning the subject of this Contract.

**ST. PETER’S COLLEGE, INC.**

**By:**

**PETER DAN P. PUNONGBAYAN, MM MEL JAZER P. CAPE**

President Name/Signature of Instructor

WITNESSES:

**MICHAEL JERE’ D. ABIOL, DM MS. REGGIE D. PUNONGBAYAN**

VP-Academic Affairs Acting VP-Administration

**DIANNE THERESE MARIE C. BAHALA, MM-HRM**

HRMD Head