

## SEASONAL EMPLOYMENT CONTRACT

### **KNOW ALL MEN BY THESE PRESENTS:**

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 in Cebu City, Philippines by and between:

**MAEKYUNG INT SCHOOL(MKIC) INC.**, an entity duly organized and registered under and by virtue of the Republic of the Philippines laws with a principal office located on the 10th Floor FLB Corporate Tower Cebu Business Park, Cebu City, Philippines, hereinafter referred to as the "**EMPLOYER**";

-AND-

\_\_\_\_\_, of legal age, Filipino national, and a resident of \_\_\_\_\_, hereinafter referred to as the "**SEASONAL EMPLOYEE**";

### **WITNESSETH: That-**

**WHEREAS, MAEKYUNG INT SCHOOL(MKIC) INC.** is primarily engaged in the business of providing tutorial services catering to Korean, Japanese, Chinese, Taiwanese, Vietnamese, and other Asian, and Arabic clients;

**WHEREAS, MAEKYUNG INT SCHOOL (MKIC) INC.** needs teachers and personal tutors to serve as ESL TEACHERS;

**WHEREAS**, the SEASONAL EMPLOYEE represents himself/herself to possess the necessary qualifications, credentials, and educational background to carry out the job mentioned hereunder;

**WHEREFORE**, premises considered, the parties hereby agree and covenant, as they hereby stipulate, the following terms and conditions, to wit:

#### **1. POSITION**

You will work as an **IT Programmer**. Your title and location of work may subsequently be changed by the school pursuant to the school's work requirements.

#### **2. EFFECTIVITY:**

This SEASONAL EMPLOYMENT contract is for **a period of three (3) months** commencing on **February 3, 2024 to May 3, 2024.**

During the said seasonal period of employment, the seasonal EMPLOYEE will be working on a trial basis to determine his/her fitness for probationary. The conversion to permanent status shall be primarily conditioned and dependent upon the satisfactory service and performance of the teaching work assigned and it is within the exclusive discretion of the school to determine whether or not such service is satisfactorily performed and successfully passed with the established standards for probationary which include, among others, the following **criteria**:

(1) Punctual attendance

a. All employee should log out on the biometrics 5 minutes after their shift. Log-out should not be less than 5 minutes from the end of the shift.

b. The deduction for the late will be:

- 1-29 minutes = 30 minutes deduction

- 31-59= 1 hr. deduction
  - Undertime time/Half-day will be computed per hour based on the 8 hours (8:30-5:30) of regular work and the employee's daily wage.
    - \* Morning – 8:30-12:00 = 3.5 hours
    - \* Afternoon- 1:00- 5:30 = 4.5 hours
- (2) Work Ethics/ Attitude
  - (3) Compliance with the Rules and Company Policy
  - (4) Work performance on the assigned tasks

The performance evaluation will be conducted two to three times during the seasonal period in a year.

### **3. PERFORMANCE EVALUATION**

The performance evaluation of seasonal employees will be conducted by their Department Head and submitted to the Management. The evaluation report will be made available to the seasonal employee upon request. The purpose of seasonal employment is to assess the employee's performance, competence, and qualification based on the standards set by the School.

Faculty staff will be considered probationary employees only after passing the seasonal period and receiving a recommendation from the Academic/Admin Manager, subject to final approval by the Management. Seasonal employees will be considered probationary employees after rendering satisfactory service and passing the standard performance evaluation conducted by the company.

If the School determines during the seasonal period that an employee is unfit for employment due to insufficient skills, inadequate work performance, character, attitude, or any other business reason, the school may terminate the employment of the employee even before the expiration of the seasonal period, without any compensation.

### **4. SALARY**

The monthly salary of P 15,000.00 shall be released twice (2) a month on the 15<sup>th</sup> and 30<sup>th</sup> of each month.

In the preparation of the payroll, a cut-off date on the 10<sup>th</sup> and 25<sup>th</sup> of each month shall be observed thus, Biometric Identification System (BIS), required substitution forms, and other necessary proof of work shall be submitted prior to the cut-off dates.

### **4. OVERTIME PAY**

Due to exigency of the business employer, the SEASONAL EMPLOYEE hereby agrees to perform overtime as requested by the employer. He/she is entitled to overtime pay in excess of the 8- hours worked provided that a written request form to render overtime shall be filled out by the employee and has been approved by the Department head, otherwise no request for overtime pay shall be paid. Only rank and file employee is entitled for overtime pay.

## 5. MISCELLANEOUS

The SEASONAL EMPLOYEE agrees that in the unlikely event that the Employer shall experience events or occurrences that are outside of its control such as but not limited to lack of students, irreversible business losses, problems with its Lessor, Strike, Lock-outs, failure to secure necessary government or LGU documents, permits or licenses, the EMPLOYER may terminate this contract, where the seasonal employee shall be paid with his/her salary for the month that he/she rendered work.

That the seasonal employee is required to comply with the all-existing rules, regulations, policies and standards of the Company as well as those which may hereafter be issued, including but not limited to those governing order and discipline, honesty, safety and security, work assignments and standard operating procedures, use of Company properties and access to matters of confidentiality, and such other rules deemed necessary in the conduct of its business;

That I have been apprised of the reasonable standards set forth by management in order for me to qualify as a regular employee (attached Employee Standards).

That I have been sufficiently explained that should I fail to meet the reasonable standards set by the company my employment shall cease.

This seasonal employment does not entitle me to the benefits that is or may hereafter be granted only to regular and permanent employees, except those which the Company as a matter of policy and upon its discretion, extends to all employees regardless of status and to those provided by law;

## 6. RESIGNATION:

In case the ACADEMIC EMPLOYEE decides to resign from MAEKYUNG INT SCHOOL(MKIC) INC, For Academic staff, he/she is required to notify the school 30 days prior to the affectivity of the resignation in order to give the school sufficient time to find a replacement for the affected students. Failure on the EMPLOYEE's part to do so shall hold him/her liable for liquidated damages in the amount of P10,000 or one half (1/2) of their receivable salary whichever is higher.

In case the employee who resigned does not have any receivables from the school, he/she shall be liable for P10, 000 as liquidated damages. The school reserves its right to file the necessary case in courts to enforce the same.

However, it is the sole discretion of the **IMS ACADEMY** whether or not to accept such resignation should the employee has outstanding obligations or unpaid loans, cash advances or unsettled issues with the school until the same are fully settled.

Upon acceptance of the EMPLOYEE's resignation, he/she shall promptly return all materials and all confidential information/documents in his/her possession as well as equipment, if any, given to him/her by the school for use in performance of his/her duties. Failure to do so will prohibit the employee from receiving any compensation or certification for voluntary resignation from the school.

Upon tendering his/her resignation, the employee shall route to all designated departments/offices the clearance issued to him/her for signature of the respective in-charge. The said clearance once complied and done with is now submitted to payroll in order to process his last pay and made available to him on a scheduled date.

**I HEREBY CERTIFY** that I have read and have fully understood the foregoing terms and conditions of my employment and I accept the same completely.

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Seasonal Employee

IN WITNESS WHEREOF, we have hereunto signed this \_\_ day of \_\_\_\_\_, 2024 in Cebu City, Philippines.

**ANTONIO D. MURING**  
MAEKYUNG INT SCHOOL (MKIC) INC.

Signed in the Presence of:  
Witnesses:

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Assistant Operations Leader

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HR Manager

## **ACKNOWLEDGEMENT**

Republic of the Philippines)  
City of Cebu ..... ) S.S.

BEFORE ME, a notary public for and in City of Cebu, Philippines, this \_\_\_\_\_  
2023 personally appeared the above persons showing their government identification cards  
all known to me to be the same persons who executed the foregoing instrument and they  
acknowledged to me that the same are their own free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on  
the date and at the place first above written.

Doc. No. : \_\_\_\_  
Page No.: \_\_\_\_  
Book No.: \_\_\_\_  
Series of 2023

NOTICE OF TERMINATION OF  
PROBATIONARY EMPLOYEE

Date:

To:

Dear Sir/Madame:

After a careful deliberation on your work performance during the probationary period, the management of **MAEKYUNG INT SCHOOL(MKIC) INC.** has decided to terminate your services effective \_\_\_\_\_ for failing to meet Management's reasonable standards made known to you at the start of the contract.

The reasons why you did not qualify are as follows:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Sincerely yours,

\_\_\_\_\_  
Received by: