

## EMPLOYMENT CONTRACT FOR EDUCATORS

### EMPLOYER REPRESENTATIVE:

Name	Contact number	Email
<i>Blessed Perfect Academy</i>	060 289 9979 061 615 5991	blessedperfectacademy@gmail.com
Address		
No 1 Little street, Ermelo-MP		

### EMPLOYEE

Name	Contact number	Email
Address	Type of employment	

**CONTRACT DURATION:** from: \_\_\_\_\_ to: \_\_\_\_\_

This EMPLOYMENT AGREEMENT has been made this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_, between the above mentioned "Employer" "**BLESSED PERFECT ACADEMY**" and "Educator" \_\_\_\_\_ under the terms and conditions set forth below.

Both parties agree on the following terms and conditions:

#### CLAUSE 1 ( Appointment)

- The "Employer" agrees to employ the "Educator" during the period stipulated herein.
- The "Educator" agrees to accept employment and will work in his / her full capacity for the institution.

#### CLAUSE 2 (PERIOD OF EMPLOYMENT)

- The total Agreement term is for \_\_\_\_\_ year(s), commencing on the \_\_\_\_\_ (Educator's first teaching day) and ending on the \_\_\_\_\_ (last teaching day of the Educator's full teaching session).
- During the duration of this contract and without prior consent of the employee, the "Employer" can deny a release letter to the employee seeking another job position elsewhere.

#### CLAUSE 3 (THE EMPLOYER'S RESPONSIBILITIES)

- The "Employer" is required to provide support to the "Educator" in his / her full capacity, working together to provide quality educational instruction under the terms stated in this contract.
- The "Employer" will honour the terms and conditions of employment, as stated within the contract as well as National Employment Act.
- The "Employer" will guarantee the "Educator" a salary of \_\_\_\_\_ Rand (R\_\_\_\_\_.00) per teaching month in consideration of the "Educator's" teaching hours and proper preparation for the classes.
- The "Employer" will ensure the employee receives an adequate induction programme before commencing teaching.

#### CLAUSE 4 (THE EDUCATOR'S RESPONSIBILITIES AND DUTIES)

- a. During the terms of this agreement, the "Educator" must cooperate and comply with the instructions and disciplines of the school. Assisting the HODs, Supervisor or Principal he / she must carry out duties as directed by the "Employer". The HODs, Supervisor or Principal will be responsible for establishing and communicating the 'Standards of Performance' as related to the duties stated in this contract.
- b. The "Educator" MUST be adequately prepared for the classes in advance, preparing a detailed lesson plan for every class, every day.
- c. At all times during the term of this contract, the "Educator" must maintain a clean and presentable appearance (while suits and ties are not mandatory, a professional appearance is desirable). (no t-shirts, shorts, holes in clothing, visible piercing(s) etc.)
- d. The "Educator's work will include but shall not be limited to the following:
  - ❖ Teaching learners according to the National Curriculum Statement (CAPs)
  - ❖ Curriculum design and implementation
  - ❖ Indoor / outdoor classroom activities for learners
  - ❖ Testing, grading, evaluation, and assessment of learners
  - ❖ Providing learners with individualised care
  - ❖ Attending meetings, trainings, and workshops.
  - ❖ The educator must adhere to the school's code of conduct as well as SACE Code of Ethics

#### CLAUSE 5 (WORKING HOURS)

- a. During the term of this Agreement, the "Educator" should work in cooperation with the HODs, Supervisor or Headmaster from **Monday through Friday**, and during special events.
- b. The Educator will be expected to arrive at school at 7:30 to prepare for his / her day. Lessons will commence at exactly 8:00 and will finish at 14:30
- c. The Educator will be allowed to leave the school after 15:30
- d. The "Educator" will receive overtime pay in accordance with clause 6 below for additional time worked.
- e. The "Educator" agrees to work 6<sup>1</sup>/<sub>2</sub> hours a day, while adequately prepared for each lesson.

#### CLAUSE 6 (SALARY AND OVERTIME RATE)

- a. The "Employer" agrees to pay the "Educator" salary of \_\_\_\_\_ rand (R\_\_\_\_\_) for 6<sup>1</sup>/<sub>2</sub> teaching hours per day for a month and preparation for class.
- b. If the "Employer" is unable to provide the "Employee" with 6<sup>1</sup>/<sub>2</sub> teaching hours per day the "Employer" is still bound to pay the "Employee's" salary.
- c. Each teaching hour exceeding the 6<sup>1</sup>/<sub>2</sub>hour teaching hours per day will be considered as overtime. The payment for overtime will be worked out accordingly.
- d. For the avoidance of doubt a teaching hour is 60minutes of classroom teaching.
- e. Attendance at scheduled staff meetings and workshops, Departmental meetings, trips, extracurricular activities along with preparation for classes etc is mandatory and not considered as overtime.

#### CLAUSE 7 (TAX)

- a. Taxes such as Unemployment Insurance Fund (UIF), Pay as you Earn (PAYE) etc will be withheld from the salary in accordance with the South African laws.

#### CLAUSE 8 (MEDICAL INSURANCE)

- a. Medical insurance is to be organised by the “Employee” through a private insurance company of his / her choice.
- b. The “Employer” will subsidise should the “employee” got sick or hurt at work.

#### CLAUSE 9 (LEAVE, VACATION & HOLIDAYS)

- a. The “Employee” is entitled to leave according to Employment Equity Act” during this agreement.
- b. The “Employee” agrees to submit a leave request to the HODs, Supervisor or Headmaster not less than 7 days in advance of his / her proposed leave or vacation.
- c. The “Employer” reserves the right to refuse the “Employee’s” request, however, in the refusing such a request the “Employer” agrees to give reasons for the refusal and negotiate in good faith to come to a suitable arrangement as to when the leave can be taken.
- d. The “Employee” will be entitled to all National holidays without any deductions from his / her monthly salary and shall not be expected to work during these holidays.

#### CLAUSE 10 (ACCOMODATIONS)

- a. The “Employer” **will not** provide accommodation for the “Employee”.
- b. The “Employee” is not entitled to house allowance, car allowance or any travel allowances unless he / she was sent or representing the school in departmental meetings.
- c. “Employees” who are holding managerial position will be considered by the school in the above-mentioned allowances. (There *should be a written agreement between the school and the manager*)

#### CLAUSE 11 (SEVERANCE PAYMENT)

- a. Upon completion of this \_\_\_\_\_ year contract, the “Employee” will receive a severance payment of \_\_\_\_\_ rand (R\_\_\_\_\_) equal to one month’s salary in accordance with South African law. This payment will be made at the time of completion of the contract period and any or all income taxes are to be withheld.
- b. Other severance payments will be calculated according to the period (years) work at the school.
- c. The “Employee” loses all the benefits if he / she is fired for breach of contract or misconduct under the Employment Equity Act.

#### CLAUSE 12 (DISMISSAL OR VOLUNTARY RESIGNATION)

- a. The “Employer” reserves the right to dismiss the “Employee” from employment for the following causes:
  - ❖ Neglect or inability to perform his / her duties stipulated in this agreement.
  - ❖ Frequent absence from work or unauthorised leaves.
  - ❖ Criminal behaviour or misconduct according to South African Law
  - ❖ Any public behaviour that results in damage to the school