**EXPANDED PUBLIC WORKS PROGRAMMES**

****

**ENTERED INTO BY AND BETWEEN**

 **EASTERN CAPE DEPARTMENT OF EDUCATION**

 **Hereinafter Referred to as "The Employer"**

 Represented by **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** in his capacity as a

Full names of the Principal

**School Principal** of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(School Name)

 Full name of the school (Primary / JSS/High School

with address at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

duly authorized to enter into this Contract in consultation with\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Members of the School Governing body

 **AND**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Full names of the Educator Assistant

Bearing Identity Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Hereinafter Referred to as "The Participant**

**DECLARATION OF PARTIES**

Both parties understand and agree that this contract is legally binding and that any matter arising from the contract which is not specifically provided for herein shall be dealt with in accordance with the provisions of applicable Legislation.

**1. PARTICULARS OF APPOINTMENT**

* 1. The Participant shall be employed for a period of 5 months as **GENERAL SCHOOL ASSISTANT.**

* 1. The contract shall **commence on 01 November 2021 and shall terminate** on

**31 March 2022.**

* 1. This contract is subject to the submission of the following documents:
1. Fully completed Application Form (Youth.Mobi)
2. Curriculum Vitae
3. Completed Contract signed by both the Employer and Employee
4. Assumption of Duty
5. Certified copy of Identity Document
6. Certified copy of Marriage Certificate (issued by home affairs) / Decree of
	1. Divorce. (if applicable)
7. Certified copies of Highest qualifications
8. Bank Account Particulars Form – Stamped by Bank, signed by Teller inside and signed by Educator.
9. Security Clearance Certificate from SAPS
10. Proof of Current Residential Address
11. Testimonials (Former school, Local Chief, Church Leader, etc.)
12. Affidavit / declaration by applicant stating he/she has no criminal record while awaiting the Police Clearance

* 1. Upon completion of the term of the contract as stipulated in 3.2, the Participant’s contract by the Employer will ipso facto cease.
	2. It is expressly recorded and agreed between the Parties that nothing in this contract

 will serve to justify any expectation on the part of the Participant that he/she will be re-

 employed by the Employer, either at the conclusion of the contract or at any time

 thereafter, nor will it make the Participant entitled to permanent employment by the

 Employer.

**2. DUTIES AND RESPONSIBILITIES OF THE PARTICIPANT**

2.1 The duties and responsibilities attached to the post wherein the Participant is appointed

 are set out in **Annexure A.**

2.2 The Participant shall faithfully and diligently devote the whole of his/her time to the service of the

 Employer and shall undertake his/her duties and responsibilities as well as any/related duties

 required of him to the best of his ability.

2.3 The Participant shall at such intervals as the Employer may direct, report on the

 knowledge, skills and/or results acquired by him/her in any work done by him/her

 during official working hours. The participant may also be required to report on work

 completed during the service activities

2.4 In executing the duties and responsibilities set out in **Annexure A**, the Participant shall comply with

 the provisions of all the relevant Acts, Prescripts, Regulations, Agreements and/or orders of the

 Department.

2.5 The Participant undertakes not to disclose any confidential information to any person

 outside the employer’s service either during currency of after termination

 thereof which breach may lead to termination of the contract.

**3. DUTIES AND RESPONSIBILITIES OF THE EMPLOYER**

3.1 The employer shall ensure that the technical training is provided in line with the job content

 during the contract period and that the participant is informed of workplace policies and

 procedures.

3.2 The employer shall pay the Participant the agreed allowance (stipend).

3.3 The employer shall advise the participant on –

3.4 The terms and conditions of his or her employment, including allowance stipend; and

**4. REMUNERATION**

5.1 The Participant shall be remunerated a monthly stipend of **R 3 817.00 (THREE THOUSAND EIGHT**

**HUNDRED AND SEVENTEEN RANDS)** which will be provided via a cheque/ Electronic Fund Transfer (EFT) by the Department of Education on monthly basis.

**6. OTHER SERVICE CONDITIONS AND BENEFITS**

6.1 **Terms of Work**

6.1.1 Participants on an Education Employment Initiative are employed on a fixed period of 5 months.

**6.2** **Normal Hours of Work**

 An employer may not set tasks or hours of work that require a Participant to work–

 (a) more than forty hours in any week

 (b) or more than five days in any week; and

 (c) for more than eight hours on any day.

**6**.**3 Meal Breaks**

6.3.1 A participant may not work for more than five hours without taking a meal break of at

 least thirty minutes duration.

6.3.2 A participant and employer may agree on longer meal breaks.

6.3.3 A participant may not work during a meal break. However, an employer may require a

 participant to perform duties during a meal break if those duties cannot be left

 unattended and cannot be performed by another participant. An employer must take

 reasonable steps to ensure that a participant is relieved of his or her duties during the

 meal break.

6.3.4 A participant is not entitled to payment for the period of a meal break, if perform

 duties during this time may get off earlier than arranged bases on the time worked

 during meals. However, a participant who is paid on the basis of time worked must be

 paid if the participant is required to work or to be available for work during the meal

 break.

**7. Leave benefits**

The Participant shall be entitled sick leave and family leave responsibilities, in terms of current policies and labour legislation.

**8. Health and Safety**

8.1 All health and safety legislation and regulations must be observed by both the employer and

 participant, and non-adherence to specifically the COVID-19 regulations may lead to the immediate

 termination of the contract.

**9. Compensation for Injuries and Diseases**

9.1 It is the responsibility of the employer to arrange for all persons employed on a

 Special Project to be covered in terms of the Compensation for Occupational

 Injuries and Diseases Act, 130 of 1993.

9.2 A participant must report any work-related injury or occupational disease to his/her employer or

 manager.

9.3 The employer must report the accident or disease to the Compensation Commissioner.

9.4 An employer must pay a participant who is unable to work because of an injury caused by

 an accident at work 75% of their earnings for up to three months. The employer will be refunded

 this amount by the Compensation Commissioner. This does NOT apply to injuries caused by

 accidents outside the workplace such as road accidents or accidents at home.

**10. Discipline, Dismissal and Termination**

10.1 The provisions of the Labour Relations Act 66 of 1995, Public Service Act of 1994 as amended,

 Public Service Regulation of 2016 and PSCBC Resolution 1 of 2003 shall apply in cases of

 discipline.

**11. TERMINATION OF CONTRACT**

 Contract of employment between the parties terminates:

 11.1 Upon the expiry of the contract period.

 11.2 Upon resignation by the Participant in which case a notice period of 1 week will be

 given to employer;

 11.3 Upon dismissal of the Participant on grounds related to the Participant’s conduct or

 capacity.

**12. GENERAL PROVISIONS**

12.1 This contract constitutes the entire contract between the Parties and no amendment,

 variation or alteration to any of the terms and conditions of the contract shall be of

 any effect unless reduced to writing and signed by both Parties.

12.2 The parties agree and understand that any overpayments resulting from the errors in the

 relevant determinations, directives or application of any provisions thereof will be

 recovered from the Participant’s allowance as soon as detected.

**THUS, DONE AND SIGNED BY THE PARTICIPANT AT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ON THIS \_\_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_ 2021**

**AS EMPLOYER**

|  |  |
| --- | --- |
| **Name(s)** |  |
| **Signature** |  |
| **Date** |  |

**THE PARTICIPANT**

|  |  |
| --- | --- |
| **Name(s)** |  |
| **Signature** |  |
| **Date** |  |

**AS WITNESS**

|  |  |
| --- | --- |
| **Name(s)** |  |
| **Signature** |  |
| **Date** |  |

**ANNEXURE A**

**SCHEDULE OF ACTIVITIES FOR THE ENTIRE DURATION OF THE CONTRACT**

**ROLES AND RESPONSIBILITIES OF THE GENERAL ASSISTANTS IN SCHOOLS**

1. **JOB OBJECTIVE/PURPOSE**

To provide care and support assistance and basic psychosocial support to vulnerable children at school, including facilitation, coordination and follow-up of referrals.

1. **KEY RESPONSIBILITIES**

The detailed activities are outlined below.

1. Home visits to learners/overall family support where necessary.
2. Grade 12 tertiary support.
3. Tailored educational support to learners.
4. Co-creation of school study timetable and guidance on study skills.
5. Homework/assignment support, and distribution of past exam papers.
6. Assistance with subject selection, Life Orientation and other co-curriculum support.
7. Monitoring attendance, behaviour or ‘hanging out’ of learners (Gate duty, breaks, corridor and toilets).
8. Referrals to social/other support services, and health support.
9. Grief work, peer support groups, Lifebook activities and other psychosocial support.
10. Awareness raising activities during assemblies, school holiday programmes and career guidance workshops.
11. Family group meetings/multidisciplinary team meetings, and home visits to discuss the needs/goals of the learners.
12. Life space counselling, one-on-one and group sessions with learners. This includes Buddy Beat groups (small groups of learners discussing topics relevant to them).
13. Case management of child protection matters and gender-based violence.
14. Structured developmental programmes addressing topics such as substance abuse, sexual and reproductive health and other relevant topics.

**JOB DESCRIPTION – GENERAL SCHOOL ASSISTANT HANDYMAN**

##### **JOB OBJECTIVE/PURPOSE**

##### To improve the conditions of facilities by maintaining the environment and the physical infrastructure

##### **B. KEY RESPONSIBILITIES**

The General School Assistants (GSA) could assist the teacher in the following way:

* Assessment of the condition of the school
* Compile a maintenance plan for work to be undertaken
* Type of Work to be undertaken
* Painting
* Repairs of Windows
* Repairs of Doors
* Repairs of damaged floors
* Repair and maintenance of ablution facilities
* Repair of fencing
* Repair and cleaning of roofs and gutters
* Repairs and rehabilitation of desks and furniture
* Repairs of leaking taps
* Maintenance of gardens and grounds

**JOB DESCRIPTION – GENERAL SCHOOL ASSISTANTS: SPORT AND ENRICHMENT ASSISTANTS**

1. **JOB OBJECTIVE/PURPOSE**

To support the implementation of school sport, arts and culture programme, extramural activities.

1. **KEY RESPONSIBILITIES**

The Sport and Enrichment Assistant (SEA) could assist the teacher in the following way during Physical Education (PE) Lessons so that they are fully occupied during the day:

* Before the lesson:
* Ensures compliance to COVID-19 protocols
* Marks the register
* Assist in setting-up and sanitising PE equipment in line with the lesson
* During the lesson:
* Ensures that learners follow the teacher’s instructions.
* Observes and notes those learners that might be struggling during the lesson and brings them to the attention of the teacher.
* Assists, monitors and supports group activities.
* Assists learners during class discussions and group work by providing clarification where necessary.
* After the lesson:
* Collects resource materials or learner books if applicable.
* Provides learners with notes to help summarise the lesson where necessary.
* Notes the learners with content gaps for assistance during intervention classes.
* Provides informal tasks/ remedial work/ home work for reinforcement
* Assist with the storing of PE equipment
* After School Programme
* Assist with sport and other arts and culture programme
* Introduce a new sport code at the school (Chess, fitness programme)
* Promote intra school sport leagues
* Promote Spelling Bee programme (Primary Schools)
* Support learners in Open Section of South African Schools Choral Eisteddfod (SASCE) – Secondary Schools
* Assist in the running of other learner clubs at school e.g. Girls/Boy Education Movement (GEM/BEM etc.).

**NB: The employee shall do extra work when requested by Supervisor/Principal.**

*THIS CONTRACT HAS A TOTAL OF NINE (09) PAGES*