**CONTRACT FOR EDUCATION ASSISTANTS AND GENERAL SCHOOL ASSISTANTS PLACED IN SCHOOLS AS PART OF THE PRESIDENTIAL YOUTH EMPLOYMENT INITIATIVE – BASIC EDUCATION EMPLOYMENT INITIATIVE (PYEI-BEEI): PHASE V**

1. **INTRODUCTION**
   1. This document contains the standard terms and conditions for the placement of Education Assistants and General School Assistants in schools as part of the PYEI-BEEI in the Basic Education Sector.
   2. In terms of Section 58 of the Public Service Regulations, 2016, an Executive Authority may appoint persons who are part of a developmental programme, including but not limited to, internships, learnerships and apprenticeships, on such terms and conditions that shall be determined by the Minister.
   3. These conditions of placement for Education Assistants and General School Assistants shall apply to all assistants placed in schools as part of the Presidential Youth Employment Initiative - PYEI-BEEI, implemented in the Basic Education Sector.
   4. By signing this contract, I accept that my personal information may be shared with other institutions for purposes of verification and that when processing such information, the school or Department of Education will comply with the POPI Act and all other applicable legislation.
2. **DEFINITIONS**
   1. In this Document –

‘**’Department’’** means KwaZulu-Natal Department of Education

‘**’Employer’’** means the Provincial Education Department or person acting on behalf of the employer

‘**’Management’’**  means any person employed by the department at a school or Provincial Education Department to lead or manage people/officials.

‘**’Worker** ‘’ means any person working as an Education Assistant and General School Assistant.

**“Job placement”** means **a temporary** job that someone does in an organisation **to gain** work experience on a short time basis

‘**’EA**’’ means Education Assistant further categorised as Curriculum Assistant, Reading Champion, eCadre/ICT, Care & Support Assistant, Laboratory Assistant and Workshop Assistant

‘’**GSA**’’ means General School Assistant, further categorised as Handyperson and Sport and Enrichment Assistant.

**“youth”** means a young person that is between ages 18 – 34 years, that is turning 35 on or before 31 March 2026.

**“youth in LSEN school”** means a person that is between ages 18 – 39 years, that is turning 40 on or before 31 March 2026.

1. **CONTRACT PERIOD**

The contract period for Phase V of PYEI-BEEI in the province - Department of Education extends from 1 June 2025 to 30 November 2025.

1. **TERMS OFEMPLOYMENT**
   1. The placement of EAs and GSAs shall be guided by the following legislation:
      1. Basic Conditions of Employment Act 75 of 1997;
      2. Sectoral Determination 5: Learnership Sector, SA (Government Notice No. R234 as amended)
      3. Section 58 of the Public Service Regulations, 2016 on Developmental Programmes
      4. Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COIDA)
   2. The contract of an EA and GA is for a specified period only with no expectation of permanency or an extension of the contract.
2. **NORMAL HOURS OF WORK**
   1. An employer shall not set tasks or hours of work that require the EA/GSA to work-
      1. More than forty hours in any week;
      2. On more than five days in any week; and
      3. For more than eight hours on any day.
   2. There will be no payment for work done overtime.
3. **MEAL BREAKS**
   1. The EA/GSA may not work for more than five hours without taking a meal break of at least thirty minutes’ duration.
   2. An employer may require the EA/GSA to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another person or educator. However, an employer must take reasonable steps to ensure that the EA/GSA is relieved of his or her duties to take such a meal break thereafter.
4. **WEEKLY REST PERIOD**

EA/GSA may not work on weekends, including public holidays. However, an EA/GSA may, inagreement with the principal, work on weekends and preferably Saturdays to perform work which must be done without delay and could not be performed by EA/GSA during their ordinary hours of work (‘’emergency work’’).

1. **VACATION LEAVE**

The EA/GSA is entitled to 1.8 days’ vacation leave for every full month that the EA/GSA has worked in terms of the contract. A total of 11 days for 6 months.

1. **SICK LEAVE** 
   1. The EA/GSA is entitled to take one day’s sick leave for every full month that the EA/GSA has worked in terms of the contract if he/she is unable to report for duty due to illness or injury.
   2. Sick leave day/s may not be accumulated and transferred from one month to another.
   3. An employer may require the EA/GSA to produce a medical certificate stating that the EA/GSA was unable to work on account of illness or injury if the EA/GSA is-
      1. Absent from work for more than one day; or
      2. Absent from work on more than two occasions in aneight-week period.
   4. A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
2. **SCHOOL HOLIDAYS**
   1. The employment of EAs/GSAs is aligned to the Public Service Act and Basic Conditions of Employment Act (BCEA).
   2. When schools close, all staff members are on recess and therefore the EA/GSA are also on recess.
3. **FAMILY RESPONSIBILITY LEAVE** 
   1. EAs/GSAs are entitled to a total of **three days paid family responsibility leave for the term of contract** in the following circumstances-
      1. When the employees’ child is sick;
      2. In the event of a death of –
         1. The employees' spouse or life partner;
         2. The employee’s parent, adoptive parent, grandparent, child, adopted child, grandchild, or sibling.
4. **MATERNITY LEAVE**

Whilst the PYEI-BEEI is a short-term initiative with a limited time contract, that is aimed at the development of youth, the youth placed in the programme will be allowed one weeks’ paid maternity leave. Since the school will require a warm body to assist with the duties, then additional days required for maternity leave will be unpaid. However, the Assistant is advised to apply for UIF whilst on maternity leave for any period exceeding one week.

1. **STUDY LEAVE**

EAs / GSAs are entitled to two working days per subject for the writing of exams/semester tests. This comprises one day for preparation and one day for writing the exam/semester tests.

1. **KEEPING RECORDS**
   1. Every school principal must keep written records of at least the following –
      1. the EA/GSA’s name; position; physical address and contact details;
      2. copy of an acceptable EA/GSA identification;
      3. Payments made to each EA/GSA;
      4. Attendance register;
      5. Performance records;
      6. Disciplinary action records, if any was ever taken against such EA/GSA, during the cause of the programme;
      7. Certificates of Trainings attended including Orientation
      8. Police Clearance Record (PCR) or application
   2. The Principal must give the EA/GSA a signed copy of this Contract, the Code of Conduct and a Job Description for the position of EA/GSA. These documents must be signed by the incumbent EA/GSA as acknowledgement of the contents contained therein as well as the Principal of the school as the employer representative. The original documents must be filed and maintained at the School.
   3. The employer must keep this record for the period of the programme or at least three years after termination of the contract.
2. **PAYMENT**
   1. The EA/GSA is entitled to a monthly stipend of R4000.00 per month for each full month worked and an additional R30.00 for data totalling to a gross stipend of R4030.00 per month. There will be a 1% deduction for UIF, which is R40.30, that will result in a net stipend of R3989.70.
   2. A pro rata payment will be made if the EA/GSA does not work the full month. Payment will be calculated at R132.49 for each day worked in the month.
   3. In the first month (June 2025), the full stipend will be paid irrespective of the date of assumption of duty in June 2025.
   4. The stipend will be paid on the last day of every month. If the last day falls on a weekend or public holiday, the stipend will be paid on the last working day of the month. However, in the first month of assumption of duty, the stipend may be delayed due to the stringent verification processes before payment.
   5. Payment will be deposited directly into the bank account designated by the EA/GSA.
   6. An employer must give the EA/GSA the following information in writing, upon request (may be contained in the salary advice):

15.6.1 The payment date.

* + 1. the EA/GSA’s earnings (gross stipend).
    2. Any money deducted from payment.
    3. The actual amount to be paid to the EA/GSA (net stipend)

1. **DEDUCTIONS** 
   1. An employer shall not deduct money from the EA/GSA’s payment without the EA/GSA’s consent unless the deduction is required in terms of the law.
   2. An employer must deduct and pay to the Department of Employment and Labour, Unemployment Insurance Fund (UIF) that the EA/GSA is required to pay.
   3. An employer may deduct any money that was overpaid to the EA/GSA erroneously.
   4. An employer may deduct from the stipend of the EA/GSA the amount equal to the number of days that the Assistant took leave that is outside the allocated leave days.
   5. Under no circumstances must the EA/GSA pay the employer or any person for having been employed.
2. **HEALTH AND SAFETY**
   1. Employer must take all reasonable steps to ensure that the working environment is healthy and safe.

17.1.1 The EA/GSA must-

* + 1. Work in a way that does not endanger his /her health andsafety or that of any other person;
    2. Obey all health and safety instructions;
    3. Obey all health and safety rules of the employer.
    4. Use personal protective equipment or clothing issued by the employer;
    5. Report any accident or near-miss incident or dangerous behaviour by another person to their Principal; and
    6. Should the EA/GSA be injured on duty, the school need to inform the District Office via the Circuit Manager immediately for the assistant to receive the health support needed/required

1. **COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES** 
   1. It is the responsibility of the employers to arrange for all persons employed to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993~~.~~
   2. The EA/GSA must report any work-related injury or occupational disease to their Principal.
   3. The employer must report the accident or disease to the compensation commissioner.
   4. An employer must pay the EA/GSA who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months or up to the last day of the contract; whichever occurs first. 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
2. **PERFORMANCE MANAGEMENT**
   1. The performance of the EA/GSA shall be based on the execution of functions as stipulated in the Job Description and the EA/GSA, by signing the Job Description, agrees to perform all the functions as contained in the said document to the best of his/her ability.
   2. The employer must assess the performance of the Assistant on an ongoing basis and this must also be done formally utilising the prescribed Monthly Performance Report.
3. **TERMINATION OF CONTRACT**

20.1 The employer may terminate the placement contract of the EA/GSA for good cause after following a fair procedure in the following instances:

* + 1. Continued unsatisfactory performance extending over 2 months;
    2. absence for more than five consecutive days without approval of the employer or informing the employer;
    3. non-participation, without good reason, of mandatory training courses
    4. Serious misconduct, such as but not limited to: fighting with a learner or teacher, corporal punishment, stealing, fraud, involvement in fraud or stealing,
    5. contravention of any of the conditions stipulated in the contract
    6. any false and/or misleading information/misrepresentation impacting on any of the requirements or conditions of placement

20.2 The EA/GSA will not receive severance pay on termination of the contract.

20.3 The EA/GSA who wishes to resign should advise the employer in advance in writing of such intention.

1. **GRIEVANCE AND DISPUTE RESOLUTION PROCEDURE**
   1. The EA/GSA shall in cases of unfair labour practice, lodge/file a grievance with the employer against his/her fellow employees or the Mentor or Principal.
   2. Grievances may include cases of harassment, bullying, discrimination and also issues concerning treatment.
   3. The EA/GSA should report a grievance with regards to the above firstly to his/her supervisor or manager if it is against fellow employees, and to the employer if it is against the Principal.
   4. For record purposes, the grievance should be in writing and dealt with as speedily as possible and the decision taken in the process must also be in writing.
   5. If the EA/GSA feels dissatisfied with the decision of the Principal or employer, he/she may refer a dispute to the Commission for Conciliation Mediation and Arbitration (CCMA).
2. A white background with black dots

   AI-generated content may be incorrect.**CERTIFICATE OF SERVICE** 
   1. On termination of placement, the EA/GSA may request, from the school, a certificate stating –
      1. the EA/GSA’s full name;
      2. the name and address of the employer;
      3. Project which the EA/GSA worked on;
      4. The work performed by the EA/GSA;
      5. Any training received by the EA/GSA as part of the project;
      6. The period for which the EA/GSA worked on the project;
      7. Any other information deemed relevant.
3. **UNEMPLOYMENT INSURANCE FUND**
   1. The payment in respect of both the Employee and Employer share of UIF will be made by way of direct transfer to the Department of Employment & Labour.
   2. To claim Unemployment Insurance Fund (UIF) benefits in South Africa, the Assistant will need to register and claim online or visit your nearest Labour Office, sign the unemployment register, and provide necessary documents like a copy of your ID and payslips, as well as information from your employer
   3. The following are required Documents:

* Copy of the13-digit bar-coded identity document.
* Copies of payslips.
* Information supplied by the employer (UI-19 using Employer Code 0679/30-4)
* If due to illness or maternity leave, take a doctor's certificate to the labour centre.

1. **PARTICIPATION IN THE COMPULSORY TRAINING**
   1. The EA/GSA must confirm that he/she has participated and completed or will participate and complete the compulsory online Generic Orientation and National School Safety Framework (NSSF), Online Safety and Digital Literacy training in the month of assumption of duty.
   2. Failure to attend and complete the compulsory training may result in disciplinary procedures being instituted against him/her.
   3. Failure to provide proof of attendance and completion of modules for the compulsory training may result in placement not being confirmed.
2. **UPHOLDING THE IMAGE OF THE DEPARTMENT**
   1. The EA/GSA must confirm that he/she:
      1. Is aware of the main objectives of the PYEI-BEEI, both from the Presidency and DBE perspectives.
      2. confirm that the orientation provided perspective and understanding of PYEI-BEEI.
      3. know the process to follow to lodge a complaint should challenges be experienced.
      4. will not publicise unofficial information or information that miscommunicates the position of the Department on any matter (information not approved by HOD).
      5. will not tarnish the image of the DBE/PED/District/Circuit/School in any way or in any media channel.
3. **SUBMISSION OF PERSONAL INFORMATION** 
   1. By submitting personal information in any form to the school or the DBE/PED/District/Circuit/School, the EA/GSA acknowledges that such conduct constitutes a reasonable unconditional, specific voluntary written consent to the processing, sharing, transferring and verification of such personal information by the DBE/PED/District/Circuit/School for the purpose including but not limited to:
      1. The South African Revenue Services (SARS) disclosing his/her taxpayer information terms of section 69(6)(b) of the Tax Administration Act, 2011 (Act No.28 of 2011).
      2. Verification of his/her information against the information held in the various databases such as at the Departments of Home Affairs and Employment and Labour; in particular, with the Unemployment Insurance Fund and the Workman’s Compensation Fund; SASSA, National Student Financial Aid Scheme (NSFAS) and the Department of Basic Education.
      3. Commercial banks registered in South Africa to confirm his/her status.
      4. DBE/PED/District/Circuit/School to verify his/her information against their database for any social grants he/she may be a beneficiary thereof.
      5. Department of South African Police Services (SAPS) for Police Clearance Record (PCR).
      6. Understanding that DBE/PED/District/Circuit/School may terminate his/her contract based on findings made by the Auditor General of South Africa (AGSA) based on databases which they may have at their disposal. He/she also agrees that DBE/PED/District/Circuit/School may request his/her information which is in the possession of the AGSA for the purpose of verifying his/her income.
      7. DBE/PED/District/Circuit/School may share information with other government institutions such as the AGSA for auditing and planning purposes.
      8. DBE/PED/District/Circuit/School may also share his/her Personal Information where its processing involves a clear benefit to the data subject such as referral to economic and development opportunities.
   2. **NOTICES & DOMICILIUM**

The parties choose as their *domicilium citandi et executandi* their respective addresses set out in this clause for all purpose arising out of or in connection with this Conditions of Placement at which addresses all the processes and notices arising out of or in connection with this Conditions of Placement, its breach or termination may validly be served upon or delivered to the parties.

1. (a) ***School: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

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

1. (b) ***The EA/GSA at his/her residential address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

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

1. (c) Or such other address, not being a post office box or poste restante, of which the party concerned, may

notify the other in writing. You will inform the Department in writing of any change in your *domicilium* within a week of such change.

Any notice given in terms of this Undertaking shall be in writing and shall be delivered by hand/ post be deemed to have been duly received by the addressee on the date of delivery.

* + 1. **UNDERTAKING**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Full Name of Assistant) ID Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acknowledge having read the terms and conditions in this Contract, I fully understand and accept same and undertake to carry out my duties as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Job Title) to the best of my ability commencing from my date of assumption of duty.

This UNDERTAKING constitutes the contract between the Parties.

SIGNED at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **FOR AND ON BEHALF OF THE EMPLOYER** | **AS WITTNESS** |
| **SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **(DULY AUTHORISED)** | **SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

SIGNED at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **EA/GSA:** | **AS WITTNESS** |
| **SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |