**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 an **EDUCATION 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

**NB: The candidate for appointment as education assistant must have passed Matric / Grade 12. Also, the candidate must have post Matric qualification. Minimum NQF Level-5). No Criminal record. Candidate should be unemployed youth who is 18-34 years old.**

* 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 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 Assistant Project 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

 © 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 AT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**AS EMPLOYER**

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

**AS 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 EDUCATION ASSISTANTS IN SCHOOLS**

**EDUCATION ASSISTANT CURRICULUM**

##### **A. JOB OBJECTIVE/PURPOSE**

##### To provide Teachers support in classroom for effective and efficient teaching and learning environment

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

The Education Assistants (EA) could assist the teacher in the following way:

* Before the lesson:
* Ensures compliance to COVID-19 protocols
* Marks the register
* Distributes worksheets or resources for use
* Distributes marked learner books or collects books to control classwork/ homework/assignments
* Apprises the teacher of absence or any matter that warrants the teacher’s attention
* During the lesson:
* Ensures that learners follow the teacher’s instructions.
* Distributes worksheets or any other resources to be used by the subject teacher during the lesson.
* Establishes, where possible, problems that could be created by non-detection of learner challenges like poor vision or difficulty with hearing.
* 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

**Supervision of Curriculum Activities:**

* A teacher assistant should keep a file to record all the curriculum activities assigned to him/her by the school.
* They should help with the development of lesson plans and resources such as teaching aids, preparing worksheets as guided by the teacher focusing on different topics for specific grades.
* They should help prepare the relevant material that will be needed for teaching and learning, e.g. resource material, worksheets, etc.
* A teacher assistant can also enhance Language Across the Curriculum through using texts from content subjects to enhance understanding of the concept in the context of the subject.
* The EA can also enhance use of cell phones for learning by demonstrating and accessing helpful learning sites like the DBE, PEDs and other learning sites. WhatsApp group chats, monitored and supported by the EA, can be established among learners to discuss their work and support each other.
* The EA can also provide emotional support where learners can confide in him/her and try to assist directly, or seek help the learner.
* The EA can also be responsible to supervise study periods, provide extra classes, assist learners with homework to keep learners engaged.

**Feedback to learners on Assessment:**

* The teacher should provide a EA with a Programme of Assessment (PoA) for the year indicating all the dates when the assessment tasks will be written.
* The EA should help with the development, monitoring and supervision of informal assessment of learners in the subject. The EA may source additional resources to enhance performance in formal assessment activities. For example, the EA may take learners through *‘how to answer’* specific questions.
* They should assist with the marking and recording of assessment activities.
* The EA should assist by doing a diagnostic analysis of SBA tasks to identify content gaps and misconceptions by learners and provide feedback to learners on the findings.
* They should help identify learners with barriers and work with the teachers to design intervention strategies for extra support and remedial work in the subject.

**Parental support to assist their children:**

* The subject teacher should work in collaboration with the EA to provide feedback on learner performance to parents during parents’ evening.
* They can also assist by putting together the subject records necessary for such meetings, e.g. printed mark sheets, learners’ test scripts, learner attendance records, parents’ register, etc. as part of evidence that might be required by a parent.

**JOB DESCRIPTION – EDUCATION ASSISTANT e-CADRE**

* Provide ICT Technical support to teachers and learners
* Update Operating System software and applications;
* Upload educational applications and content on teachers and learners’ devices;
* Responsible for charging and safe keeping of schools’ ICT equipment;
* Create interactive activities for learners and teachers;
* Assist teachers on how to integration ICTs in the classroom;
* Assist teachers in schools implementing coding and robotics curriculum;
* Assist School administrators to capture learners’ information on the SA-SAMS/CEMIS platform; and
* Assist learners and teachers to access online learning resources such as videos and Open Education Resources (OERs)

# **JOB DESCRIPTION – EDUCATION ASSISTANT READING CHAMPION**

* Support teachers who teach reading
* Assist teachers to manage reading
* Assist teachers in promoting a reading culture in the school and its community
* Provide support to learners in schools who have lost teaching and learning time by supporting their reading development by:
* Helping to set up reading corners and monitor the issuing and return of books;
* Helping to set up and manage Reading Clubs;
* Involving children in reading and literacy activities;
* Organising story-telling and story-sharing activities for children;
* Organising reading festivals;
* Campaigning for Read to Lead
* Be the link between schools and parents by ensuring that learners take books home and that they read them.

# JOB DESCRIPTION – GENERAL EDUCATION ASSISTANT CHILD AND YOUTH CARE WORKER

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.

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

***THIS CONTRACT HAS A TOTAL OF TEN (10) PAGES***