ABA Instructor at The Star Academy

1. Appointment

1.1. This letter serves to confirm your appointment at The Star Academy referred to as the "Company" or "we" as Junior ABA Instructor. Your employment contract will begin on the [Date: MM-DD-YYYY] and continue indefinitely until terminated as set out in clause 14. You will report directly to Ilana Gerschlowitz or to any other person appointed from time to time by the Company to supervise you.  
1.2. Your appointment is subject to the conditions set out in this letter. Please read and understand these documents, and if you have any questions, please contact your manager for assistance.

2. Place of Work

Your primary place of work will be [location] or such other place as we may from time to time direct. Where you are required to travel on approved business on the Company's behalf, the costs incurred as well as any out-of-pocket expenses will be reimbursed in accordance with the Company's Travel and Expenses Policies, as published from time to time.

3. Remuneration/Pay

3.1. In return for your services, the Company will pay you an increased hourly rate of R50.00 of which R47.06 is your hourly rate and R2.94 is leave pay which accrues. The formula used to calculate your leave pay is stipulated in the Basic Conditions of Employment Act. Please note that your rate is strictly confidential and may not be discussed with anyone. It is specifically recorded that the Company does not pay out leave pay separate to your hourly rate. Your remuneration less lawful deductions shall be paid no later than the last day of each month.  
3.2. Remuneration is paid monthly in arrears into a bank account nominated by you. The Company makes payment by electronic transfer, and you must notify the Company of your current banking details and update it if changes are made. If you do not have a bank or savings account, you must open one before starting your employment.  
3.3. Please note that the Company does not pay a 13th cheque.  
3.4. The Company reviews remuneration annually and any increases are made solely in the Company's discretion with no obligation to make such an increase.  
3.5. The employee may not receive reimbursement privately from The Star Academy's clients for any additional work including sessions, babysitting or any other services.

4. Material Disclosures & Reference Checks

4.1. You hereby warrant that you have made all material disclosures to the Company and understand and agree to notify the Company of any changes in respect of those material disclosures. Your failure to do so may result in the Company taking disciplinary action against you.  
4.2. Your appointment is made subject to the attainment of two positive references, as well as favourable credit and/or criminal enquiries.

5. Probation

Your appointment is subject to the satisfactory completion of a 3 (three) month probation period during which your performance and all round suitability for the position will be assessed. The Company may extend the probationary period if it considers it necessary.

6. Duties of the Employee

6.1. You agree at all times to perform your job diligently and in the interests of the Company, to follow the lawful and reasonable instructions of the Company and to comply with all of the common law duties that apply to an employee.  
6.2. You agree at all times to use your best endeavours to conduct, administer, improve, extend, develop and protect the business of the Company and to preserve its reputation and goodwill. Specifically, you agree to act at all times in an ethical and professional manner commensurate with the high standard required of a person in your position and always put the best interests of the pupils enrolled at the Star Academy over your own.  
6.3. You shall ensure that at all times you remain abreast of all developments in those areas of practice related to your position.  
6.4. It is an inherent requirement of your job that you are in possession of a valid South African driver's license at all times during the course of your employment with the Company.  
6.5. You shall not during your employment with the Company without the prior written consent of the Company, whether for reward or not, directly or indirectly be interested in or engaged in or concerned with or employed by any other business, trade undertaking or concern other than the Company. This is regardless of whether or not such involvement predates your employment with the Company.

7. Hours of Work and Overtime

7.1. The Company operates a 45-hour work week Monday to Fridays. Your normal working hours will be advised to you from time to time, and may be amended subject to the operational demands of the business. Occasional Saturdays are needed from time to time. Given that the nature of your duties and responsibilities require you to be flexible in the hours you work, you will be required to work such hours outside the Company's normal working hours as is necessary to meet the operational requirements of the Company. For avoidance of doubt this includes early mornings, evenings, weekends and public holidays.

8. Leave Entitlement

8.1. You are entitled to 15 working days of annual leave. Your leave entitlement includes the statutory 21 consecutive days as required by law, and this will be the leave which is deemed to be taken first.  
8.2. Unless otherwise agreed, leave must be taken at mutually agreed time in the current leave cycle.  
8.3. In addition, you shall also, as and when applicable, be entitled to other types of leave as provided for by the BCEA.

9. Medical Aid Fund

The Company does not provide medical aid and you agree to arrange and to pay your own medical aid premiums.

10. Retirement

The Company does not operate a retirement plan and you are required to make your own arrangements in this regard. Please note that the normal retirement age of the Company is 50 years.

11. Training & Repayment Obligation

11.1. The Company values the continued education and development of its employees. From time to time therefore you may be required to participate in training courses or other skills development initiatives as determined by the Company.  
11.2. Should you be required to participate in any training initiative, you may be required, for record and other administrative purposes, to complete the necessary documentation presented to you by the Company which in certain circumstances may include signing a training agreement with the Company, which may include a re-payment obligation should your services be terminated within a specified time-period after completing the training initiative.

12. Discipline and Grievances

Disciplinary matters and grievances will be dealt with in terms of Schedule 8 of the LRA Code of Good practice: Dismissal.

13. Medical Examinations & Polygraph Testing

The Company may, from time to time, request that you undertake a medical examination and/or a polygraph test and drug test. This is an operational requirement of the business. You specifically agree to comply in all respects with the Company policy on such tests and examinations as amended from time to time and you acknowledge that you are bound by such a policy. This clause is a material term of this contract of employment.

14. Termination

14.1. Notice of termination is governed by the Basic Conditions of Employment Act 75 of 1997 as amended. The notice period required in the first four weeks of service is one week to be given in writing. After the first four weeks of service, two weeks' written notice is required. If the employee has more than one year's service, notice of termination of service is subject to one month's written notice.  
14.2. Notwithstanding the above, the Company may terminate your employment for any cause recognized by law, and in compliance with the relevant policies and procedures.

15. Intellectual Property and Restraint of Trade

It is recorded that The Star Academy has developed a unique and identifiable methodology for assessing and treating children with Autism Spectrum Disorder, Attention Deficit Hyperactivity Disorder, Developmental Delay or any other related learning disorder. In addition, it applies and utilises the unique skills program, as well as a unique version of Applied Behaviour Analysis (ABA) formulated by The Star Academy which also includes various teaching tools inherent to the intellectual property of The Star Academy.  
Therefore, you agree that in order to protect the intellectual property of The Star Academy and for a period of 24 months after termination of your employment with The Star Academy, that once you leave the employment of the Star Academy, you undertake that you will not:  
A. Open a facility that provides these services on the basis of the methodologies of The Star Academy.  
B. Accept employment with a similar institution to The Star Academy which provides services to the above-mentioned children and uses the methodology of ABA.  
C. Undertake any work or economic activity which is based on the utilisation or exploitation of the intellectual property of The Star Academy.  
D. Accept employment from a school or institution that The Star Academy has introduced the employee to due to the employee having provided services to a client of The Star Academy who attends that school or institution. Neither may the employee accept employment from any of the current or ex-clients of The Star Academy.  
E. Solicit or entice any of The Star Academy's current or ex employees to collaborate with you to compete against The Star Academy.  
F. Accept sessions and remuneration for these sessions or babysitting or additional work from the parents, current or past clients of The Star Academy.  
It is specifically recorded that you agree that the above limitations and restraints are fair and reasonable.  
The restraint of trade is to be read in conjunction with the employee handbook which relates to conflict of interest and sets out what constitutes conflict of interest.

16. Confidentiality & Restraint of Trade

16.1. Notwithstanding the generality of clause 16.3 below, you acknowledge and agree that any information regarding any pupil or regarding the family member of any pupil enrolled at The Star Academy which comes to your knowledge as a consequence of your employment by and involvement with the Company shall constitute Confidential Information and shall be treated by you in the strictest of confidence.  
16.2. You undertake that for the duration of your employment with the Company and for a period of 2 years (two) after termination of your employment by either party and for any reason whatsoever that you shall not whether directly or indirectly, and whether or not for reward:  
16.2.1. Encourage, entice, incite, persuade or induce any employee of the Company to terminate his or her employment with the Company;  
16.2.2. Solicit any existing client(s) of the Company or potential client(s) that the Company has identified or is in negotiations for business purposes;  
16.2.3. Disclose to any person any Confidential Information belonging to the Company which comes to your knowledge as a consequence of your employment with the Company.  
16.3. For the purposes of this agreement, "Confidential Information" shall include, without limitation, technical information, trade secrets and know-how, details of products, services, ABA techniques, training programs, software, computer programs, expertise, designs, specifications, correspondence, information about proposed products, services, programmes and developments, information relating to clients (including without limitation any information relating to any child or family member of any child enrolled at and/or involved with CARD), suppliers, sponsors, service providers, agents, employees or beneficiaries, finances, cost data, sales and marketing techniques, sales, media, marketing and any other price sensitive information, client lists, sponsor lists, terms of contracts or agreements, marketing plans and policies, business plans, future business strategies, business affairs generally and other similar information relating or belonging to the Company.  
16.4. The provisions of this clause 16 shall survive the termination or cancellation of this agreement and/or your employment for any reason whatsoever.

17. Protection of Personal Information Act

The minimum amount of personal information is being requested from you, in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA). With your signature hereto, you agree that the information you have supplied may be processed by Little Stars Early Intervention Centre t/a The Star Academy. You grant consent that your personal information recorded in this agreement and annexures may be shared with the relevant parties to this transaction.

Closing:  
We look forward to welcoming you to the Company and trust that your association with us will be a long and pleasant one.

Signed by:  
Yours sincerely  
[Signature]  
Ilana Gerschlowitz

Please see important "uploading a brief on Calmanac."