***Employment Contract***

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| --- | --- | --- |
| **Contract Section** | **Section Description** | **Signature of Employee** |
| 1. **Employer** | Bridge International Academies (the “Company”) |  |
| 1. **Position** | Teacher for **«Grade»** |  |
| 1. **Place of work** | Bridge International Academies - **«LocationDetails»** |  |
| 1. **Contract Period** | Your employment will commence on **«Contract\_Start\_Date»** and will be valid for a period of ten and a half (10.5) months of full-time work as outlined in the section on remuneration.  Obligations of employment: By signing this contract you are committing your service to the Company for the entire duration of this contract.  Any prolonged absences (not in the staff calendar) will automatically terminate this contract. |  |
| 1. **Probation** | Your probation period ends on **«End\_of\_Probation» («Probation\_Period» months from contract start date)**  During your «Probation\_Period» month probation period, your employment may be terminated by either party giving the other seven (7) days notice in writing or by the Company paying you seven (7) days salary in lieu of such notice. Please note your obligations under clause 15 of this contract.  At the end of the probationary period the Company will review your performance. If your work has been satisfactory, your employment will be confirmed and you will **receive a letter confirming your employment**. If your work has not been satisfactory, the Company may extend your probation for a further period of 6 months with your written consent, or may terminate this contract. |  |
| 1. **Retirement Money and Health Insurance Benefits** | The Company pays for certain government-required benefits for you as an employee, including paying into your retirement account with the National Social Security Fund (N.S.S.F) and paying for the medical coverage provided by the National Health Insurance Fund (N.H.I.F.). You hereby authorise the Company to deduct these compulsory statutory contributions from your salary.  **Retirement Money:** 4,800 shillings per year is paid by the Company for your National Social Security Fund. N.S.S.F. is a service the Government of Kenya provides to its citizens so that you can receive some financial contributions when you are no longer working in regular paid employment. Participants are also allowed to withdraw funds (details available from NSSF) for funeral, survivor and other benefits after at least 3 regular months of making contributions. **Whilst it is the Company which pays the required 200 shillings per month employer requirement PLUS we make your 200 shillings a month employee contribution on your behalf, the fund itself is managed completely by the Government so all questions must be posed directly to the N.S.S.F. offices. You should ensure that you are registered with NSSF to receive the prescribed benefit as defined by the N.S.S.F law. The Company will assist in this registration process if required.**  **Health Coverage:** Approximately **1,920** shillings per year is paid by the Company for the medical assistance the government organizes for citizens who need hospitalization. Like the Company, N.H.I.F. has very strict regulations and only one legally recognized spouse (husband or wife) if any, of the employee, and any children of the employee are eligible for the benefit. Proof of marriage and parentage must be produced. If an employee gets married or has children after being an employee, they must legally register that information so that both Bridge International and N.H.I.F. may record the change.  Please note that the issuance of N.H.I.F. cards takes some time due to government processing, but cards will be issued to you as soon as they are received from the government. **Whilst it is the Company which pays the required contribution on your behalf, N.H.I.F itself is managed completely by the government so all questions must be posed directly to the N.H.I.F. offices.** |  |
| 1. **Your Remuneration** | As a teacher at the Company your salary is not earned evenly throughout the year, as there are certain months that have fewer work days (for example, holiday months and others), and during those months you are technically paid on a daily basis for the actual days worked rather than monthly basis, and earn less money for those months.  For the months of January, February, March, May, June, July, September, October and November you will be paid a monthly salary of **KShs. «Basic\_Salary»/=**  During holiday months, i.e. April, August and December, you will be paid at a weekly rate for days worked only as you will not have worked for the full months. In months where you work a partial week, the weekly rate will be pro-rated.  However, to avoid you receiving very different cash payments each month, the Company, simplifies this and pays you one amount during all months and regardless of the number of work days in those months (for example, December has only approximately 12 work days).  **Please carefully study the table below:-**   |  |  |  | | --- | --- | --- | |  | **Amount** | **Total** | | **Regular Months**  **Jan-Mar, May-July, Sept-Nov** | KShs. «Basic\_Salary»/=  per month | **KShs. «Regular\_Months\_Total»/=** | | **Holiday Month**  **April** | KShs. «Holiday\_Months»/-= per week | KShs. «Total\_for\_April»/= | | **Holiday Month**  **August** | KShs. «Holiday\_Months»/-= per week | KShs. «Total\_for\_August»/= | | **Holiday Month**  **December** | KShs. «Holiday\_Months»/-= per week | KShs. «Total\_for\_December»/= | | **Total Annual Basic Pay Amount** | | **KShs. «Total\_Annual\_Amount»/=** | | **Basic Pay per Month** | | **KShs «Basic\_Salary»/=** |   Please note that your gross pay amount will vary depending on the deduction and/or bonus amounts for that month which in turn will affect the net amount you receive at the end of the month. This amount will be inclusive of the mandatory NHIF and NSSF deductions.   |  |  | | --- | --- | | Basic Pay | KShs. **«Basic\_Salary»**/= | | Add: Bonus (if any) | KShs.0 | | Less: Deductions (if any) | KShs.0 | | Gross Pay | KShs. **«Basic\_Salary»**/= | | Less: NHIF | KShs. «NHIF»/= | | Less: NSSF | KShs. «NSSF»/= | | **Net Pay** | **KShs. «Net\_Pay»/=** |   Further note that you will be paid your net salary payment in two equal monthly instalments, with one instalment being paid mid-month and the other at the end of the month.  Your monthly salary is consolidated and includes an amount intended to be used as rent to enable you to obtain reasonable accommodation. |  |
| 1. **Salary Bonus:**   ***Termly Performance Bonus*** | The Company would like to see you financially share in the growth of the academy as the academy expands and grows. As such, the Company has created a **Termly Performance Bonus** for high performing teachers at our academies. **This is an opportunity that very few companies or academies offer**.  In order to qualify to receive the Termly Performance Bonus in a given term, ALL OF THE FOLLOWING CONDITIONS MUST BE MET FOR THAT TERM:   1. **You must have been a full-time teacher with the Company for at least 3 terms.** 2. **You must maintain an average Teacher Performance Rating of 90% throughout the term for which the bonus is being calculated. The Teacher Performance Rating is calculated based on the weekly instructional reviews done by your Academy Manager during that term.** 3. **The academy you teach at must have a fully-paid enrollment of at least 150 students (measured at the end of that term)**   If you qualify on the basis of the above, you will be paid the bonus as per the chart - **Teacher Termly Performance Bonus table** attached at the end.  As you can see, as you stay more terms and spend more years teaching with the Company and as your academy grows larger and more successful, the size of your Termly Performance Bonus increases. So, for example, teachers who have been with the Company for 3 years and whose academy is growing very successfully, will earn a much higher Teacher Performance Bonus than a teacher who has only been there 1 year and whose academy is much smaller. |  |
| 1. **Job**   **Performance** | The Company takes the quality of education at its academies extremely seriously. You have been provided substantial training and support in all of the rules, procedures, processes and tools that have been created by the Company to ensure that the quality of education remains extremely high.  The Company takes these rules, procedures, processes and tools very seriously, and if they are not followed, you will be subject to disciplinary action in accordance with the Disciplinary Rules (referred to in clause 20). These Rules include, but are not limited to:   * Reporting to academy on-time every day, and not leaving until teachers are dismissed by the Academy Manager * Ensuring that only students who are paid up and allowed in class are sitting in your classroom * Compliance with instructional systems and processes as documented by your Academy Manager in his/her weekly instructional review   For all these areas above, your performance will be measured each week (sometimes more frequently).  Any unauthorized absences, late arrivals and early departures (without a documented medical note as described in the Sick Leave section) will be considered unauthorized absence from the academy and will be considered unpaid. Notwithstanding anything contained in this clause, the Company hereby reserves the right to summarily dismiss you for any unauthorized absences in accordance with clause 19 of this contract. |  |
| 1. **Calendar & Work Days** | You are expected to be at work every day the academy is in session (both on days for students and on certain days that are Teacher-only days). The Staff Calendar for the first term is attached as Schedule 2 of this contract and shows the days you are expected to work. The subsequent terms will be delivered to the academies before the previous terms ends.  You must communicate with your Academy Manager as soon as possible about any absence from the academy. |  |
| 1. **Annual Leave** | Upon completion of two consecutive months of employment at the Company, you will accrue 1.75 leave days for the regular months worked i.e. January, February, March, May, June, July, September, October and November.  For the holiday months i.e. April, August and December you will accrue 0.875 leave days for each month worked.  Both these leave calculations are included in your gross monthly salary calculation. |  |
| 1. **Sick Leave** | If you are unable to come to the academy due to being seriously sick or ill, you must:   1. Notify (or cause to be notified) your Academy Manager the day or night before whenever possible. 2. If notifying the day or night before was not possible, then notify (or cause to be notified) your Academy Manager at least 1 hour before you are supposed to show up in the morning 3. Provide a certificate of incapacity to work signed by a duly qualified medical practitioner approved by the Company.   After two (2) consecutive months of service with the Company, you will be eligible for sick leave as provided for under the Laws of Kenya. For the first seven (7) days of sick leave, you will be eligible for the full day’s pay. If the number of days of sick leave taken is between 8 -14 days, you would be eligible for half-day pay. If the number of leaves exceed 14 in a 12 month period, then each subsequent day will be considered an unpaid day, and a full day’s pay will be deducted from your salary in respect of each of those days.  An absence from work will only be treated as sick leave only if a certificate of incapacity to work signed by a duly qualified medical practitioner is produced and the certificate presented to the Academy Manager must be believed to be genuine.  For any day that you are absent for which you have not provided a genuine certificate from a qualified medical practitioner approved by the Company, that day will be treated as an unpaid leave day and a full day’s pay will be deducted from your salary in respect of that day. Notwithstanding anything contained in this clause, the Company reserves the right to summarily dismiss you for any unauthorized absences in accordance with clause 19.  Repeated offences will make the employee subject to a disciplinary process that may result in summary dismissal. |  |
| **Compassionate Leave Policy** | You may be granted a leave of absence on compassionate grounds at the discretion of the Academy Manager which shall be unpaid. Compassionate Leave only covers serious emergencies or the death of your immediate family members.  The following guidelines are the MAXIMUM number of days allowed for compassionate leave for specific circumstances. Based on the specific circumstance and the discretion of the Company, you may be given less than the maximum allowed.  In case of death of an immediate family member:  - Offspring (own child) - Maximum of 5 days  - Spouse - Maximum of 5 days  - Parents (including in-laws) - Maximum of 3 days  - Sibling - Maximum of 2 days  In order to qualify for Compassionate Leave in the case of the death of the above immediate family members, you must provide the Academy Manager with a genuine copy of the official death/burial certificate for that family member.  In case of serious illness that requires hospitalization or serious medical attention for   * Offspring (own child) * Spouse   Compassionate leave may be granted. However, you will be allowed a total maximum of 5 days per year of Compassionate Leave for serious illness of child or spouse.  In order to qualify for compassionate leave due to serious illness of a spouse or child, you must provide the Academy Manager with a genuine copy of a certificate issued by a certified medical practitioner.  Compassionate Leave for reasons of death or serious illness will only be provided if the immediate family member was previously registered with the Company by having their information listed in Schedule 3 of this contract (Registered Family Members). |  |
| 1. **Maternity & Paternity** | **Maternity Leave (For Women Employees Only)**  You will be entitled to three (3) months (Calendar days, including Public Holidays and Saturdays and Sundays) maternity leave with full pay to coincide with the birth of your child, **Provided that**:   * you give the Company **not less** than ninety (90) days written notice in advance of your intention to proceed on maternity leave on an approximate date and to return to work thereafter. You must have this written notice approved by the Company before you proceed on leave. Your Academy Manager is not authorized to approve or sign your notice on behalf of the Company, but he/she will deliver your notice to the appropriate staff at headquarters to have it approved. * you provide the Company with a doctor’s certificate as to your delivery date from a qualified medical practitioner. * In addition to giving the Company not less than ninety (90) days written notice of your intention to proceed on maternity leave on an approximate date, you must give not less than seven (7) days written notice of the very specific date on which your Maternity Leave will commence. You must have this written notice approved by the Company before you proceed on leave. Your Academy Manager is not authorized to approve or sign your notice on behalf of the Company, but he/she will deliver your notice to the appropriate staff at headquarters to have it approved.   The Company recommends that you proceed on maternity leave 2 weeks before your scheduled due date.  **Paternity Leave (For Male Employees Only)**  You will be entitled to two (2) weeks (Calendar days, including Public Holidays and Saturdays and Sundays) paternity leave with full pay, to coincide with the birth of a child by your one wife who is (or will be) listed as your legally dependent wife as filed with N.H.I.F. **Provided that:**   * you give the Company **not less than** ninety (90) days written notice in advance of your intention to proceed on paternity leave. You must have this written notice approved by the Company before you proceed on leave. Your Academy Manager is not authorized to approve or sign your notice on behalf of the Company, but he/she will deliver your notice to the appropriate staff at headquarters to have it approved. * you shall have previously provided to the Company a copy of a government issued proof of marriage to your one wife who is (or will be) listed as your legally dependent wife as filed with N.H.I.F within sixty (60) days of her becoming your wife; and * you shall provide the Company with a copy of the government issued birth certificate or a copy of the official hospital record of the birth for your child within two (2) weeks of the date of your child’s birth and upon your return to work. |  |
| 1. **Training Costs** | Pursuant to the Training Contract entered into between you and the Company, the Company will not charge you for participating in the training course because you are agreeing to work as a Teacher at the Company. Subject to the proviso below, the Company will provide this to you free as an investment in a teacher at its academy.  ***If you leave the position on your own accord or are dismissed due to gross misconduct or performance related issues after the training but before completing a full 24 months of service post-training, then you will be required and hereby agree to pay back the full cost of training, equal to 24,000 shillings, to the Company. Each month you serve as a teacher will reduce the amount you have to pay back by 1,000 shillings.*** After serving in your position for at least 24 months, you will no longer have to pay for the cost of training should you decide to leave. |  |
| 1. **Company Information & Confidentiality** | You shall not at any time during (except as authorised or required in the proper performance of your duties) or after your employment disclose or make use of or suffer to be disclosed or made use of any confidential information of the Company to any person. Confidential information includes (without limitation) all and any information (whether oral or written) about curriculum, publications, manuals, notes, memoranda, documents, forms, business plans, maturing new business opportunities, research and development projects, project formulae, processors, inventions, designs, discoveries or know how, sale statistics, marketing surveys and plans, costs, profit or loss, prices and discount structures, the names, addresses and contact details of pupils, parents of pupils, teachers or other employees and potential pupils, parents of pupils, teachers or other employees(whether or not recorded in writing or on computer disk or tape) and any other information which the Company treats as confidential.  The obligations in the clause above shall continue to apply after the termination of your employment with the Company for whatever reason without any time limit, but shall cease to apply to confidential information which is divulged pursuant to a lawful court order or is in the public domain otherwise than through unauthorised disclosure by you or any other person.  You hereby acknowledge that the provisions of this clause are no more extensive than is reasonable to protect the Company. |  |
| 1. **Conditions of**   **Employment** | This offer of employment is conditional based on the Company receiving a report of good conduct from the police that is satisfactory to the Company. |  |
| 1. **Termination of**   **Employment** | Upon confirmation of your employment in accordance with this contract, your employment may be terminated by either party giving to the other one (1) months’ notice in writing of intention to terminate or payment of one (1) month’s salary in lieu of such notice. |  |
| 1. **Dismissal for Gross Misconduct** | This contract may be terminated by the Company at any time and without notice if by your conduct you have fundamentally breached the obligations arising under your contract or where your conduct amounts to gross misconduct.  Gross misconduct is any act, omission or conduct which justifies the Company’s decision to summarily dismiss you from employment for lawful cause. Below are some examples of gross misconduct:  (a)    if without leave or other lawful cause, you absent yourself from the place appointed for the performance of your work;  (b)   if during working hours, by becoming or being intoxicated, you render yourself unwilling or incapable to perform your work properly;  (c)    if you willfully neglect to perform any work which it was your duty to  perform, or if you carelessly and improperly performs any work which from its nature it was your duty, under your contract, to have performed carefully and properly;  (d)   if you use abusive or insulting language, or behaves in a manner insulting, to the Company or to a person placed in authority over you by the Company;  (e)   if you knowingly fail, or refuse, to obey a lawful and proper command which it was within the scope of you duty to obey, issued by the Company or a person placed in authority over you by the Company.  (f)  if in the lawful exercise of any power of arrest given by or under any written law, you are arrested for a cognizable offence punishable by imprisonment and you are not within fourteen days either released on bail or on bond or otherwise lawfully set at liberty; or  (g)  if you commit, or on reasonable and sufficient grounds you are suspected of having committed, a criminal offence against or to the substantial detriment of the Company or the Company’s property; or,  (h) a violation of our zero tolerance policy on corporal punishment. |  |
| 1. **Grievance Handling Procedure** | You have been informed and trained of the proper lines of communication regarding issues or grievances you may have. A grievance is defined as any feeling of dissatisfaction or injustice an employee may have in connection with his/her employment situation.  Should you have such an issue, you must first discuss the issue with your Academy Manager. You may also discuss the issue with the Support Manager who is assigned to your academy.  You shall have the right of appeal in case you are not satisfied with a decision made against you. Such grievances can be addressed by calling the Teachers Hotline number **0717 – 142069** and will be answered by Human Resources. This must however be after going through your Academy Manager and Support Officer without success. |  |
| 1. **Agreement** | This contract constitutes the entire agreement between you and the Company and all previous agreements and arrangements, if any, made between you and the Company are hereby cancelled but without prejudice to any rights which may have already accrued thereunder to either party.  If you agree to employment on the above terms will you please sign both copies of this letter before a witness and return them to us. |  |

Yours faithfully,

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| For  Bridge International Academies |  |

**To be completed by Employee:**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of ID Card No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby accept employment with the Company on the terms and conditions contained in this agreement.

Signed ......................…………. Date .........………...........

Employee

Signed ......……………............. Date ...........…………......

Witness

Full name of Witness ..................................………………………….....................

Address of Witness .....................................………………………….....................

ID Card of Witness:...................................................................................................

**SCHEDULE 1**: **STATEMENT OF EMPLOYMENT PARTICULARS**

1. Name of Employee : **«FullName»**
2. Age : **«Age»**
3. Permanent Address :

1. Sex : **«Sex»**
2. Job Description : Clause 2
3. Date of Commencement

of employment : Clause 4

1. Form and Duration

of contract : Clause 4

1. Place of Work : Clause 3
2. Hours of Work : Clause 10
3. Work Week : Monday – Saturday and pursuant to Schedule 2
4. Remuneration : Clause 7
5. Intervals at

which remuneration

is paid : Clause 7

1. Date when employees’

period of continuous

employment began : Clause 4

1. Annual leave : Clause 11
2. Sick leave/

incapacity to work : Clause 12

1. Notice of termination : Clause 18
2. Disciplinary Rules : Clause 20

**STAFF CALENDAR – 2012**

**TERM TWO**

**Wednesday, May 2nd - Friday, July 27th**

All Staff Report to Academy «ReportToAcademy»

**Admission Week Monday, April 23rd - Sunday, April 29th**

Mid-term Exams

Nursery - Pre-Unit: Friday, June 8th – Thursday, June 14th

Class 1 – 5: Monday, June 11th – Thursday, June 14th

Mid-term Break Friday, June 15th – Saturday, June 16th

End of Term Exams:

Nursery - Pre-Unit: Friday, July 20th – Wednesday, July 25th

Class 1 – 5: Monday, July 23rd – Thursday, July 26th

Parent Meetings See Academy Manager

Parent Representative Committee Meetings See Academy Manager

Closing Day Friday, July 27th

Holiday Tuition Monday, July 30th – Friday, August 10th

*Madaraka Day Friday, June 1st*

Teacher Professional Development: Saturday, August 11th

Teacher Representative Forum: Wednesday, August 15th

Academy Manager Training: Monday, August 13th – Tuesday, August 14th

Academy Manager Forum: Wednesday, August 15th

Academy Holidays Saturday, August 11th – Friday, August 31st

Admissions Week Monday, August 27th – Sunday, September 2nd

**Term Three**

All Staff Report to Academy Saturday, September 1st (existing Schools)

All Staff Report to Academy Monday, August 27th (New Schools)

Term Three Monday, September 3rd

**Schedule 3: Registered Family Members**

1. Each child who is listed as your legally dependent child as filed with N.H.I.F. **(Please enter the names on the back of this sheet if the no. is more than 5)**

Child 1 :

Child 2:

Child 3:

Child 4:

Child 5:

Spouse:

Mother:

Father:

Mother-in-law:

Father-in-law:

1. Sisters & Brothers from your registered Mother **(Please enter the names in a separate sheet if the no. is more than 5)**

**PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO NOTIFY THE MANAGEMENT IMMEDIATELY IN CASE OF ANY CHANGES (ADDITIONS/ REMOVALS) TO THE LIST ABOVE. FOR ANY PERSON ABOVE 18 YEARS, PLEASE PROVIDE THEIR ID NUMBERS.**

**Schedule 4: Next of Kin**

1. Name:

Physical Address:

Phone contact(s):

Place of Work:

Physical address of place of work:

Phone contact(s) of place of work:

1. Name:

Physical Address:   
   
Phone contact(s):

Place of Work:

Physical address of place of work:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone contact(s) of place of work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule 5: EmPLOYEE Information Form**

**Teacher’s Full Names: \_«FullName»\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Employee ID**

Last Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ First Name:

Other Names:

Date of Birth: \_«Date\_Of\_Birth»\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Nationality:

Contact Phone Number1: «Phone\_Number1»

Contact Phone Number2: «Phone\_Number2»

Post Office Box: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Code:

Physical Address – Where Do You Live:

**Home Address** :

District: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Division

Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Sub-location

Village

ID #:Please provide a photocopy \_«ID\_Number»

PIN # (if any):

NSSF # (if any):

NHIF # (if any):

**Phone Number to use for M-PESA: \_«Mpesa\_Number»**

**Exact name used to register for M-PESA: «Mpesa\_Name»   
  
 *(must be your line)***

**You hereby expressly consent to receive your salary by M-PESA. Registration is free and you hereby agree to register. You hereby agree to inform Human Resources of any changes to your phone number to avoid delays in payments. Unless the change is communicated in writing, the payment will continue to be made according to the Human Resource records.**

**Sign here to acknowledge you understand this M-PESA statement:**

**Schedule 6: Termly Performance Bonus**

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