

SOLOMON MAHLANGU FREEDOM COLLEGE

Dear Mr/Ms

It is with pleasure that I write to inform you of the decision to offer you appointment as Teacher at the Solomon Mahlangu Freedom College.

The incentive for this post is shillings per annum.

The duties and terms of the appointment are set out in the attached document headed "Terms and Conditions of Service for Teaching Staff Appointed on Contract" dated (two copies). That document and this letter will constitute the contract of service between you and the ^{Sec. for Edm.} Director acting on behalf of ~~the College~~ and the African National Congress of South Africa.

Your contract will be for two years from to

If you accept the appointment on the above terms, please signify your acceptance by signing and dating the attached copy of this letter, signing also the second copy of the Terms and Conditions of Service hereby enclosed, and returning to me both the signed letter and the signed copy of the Terms and Conditions of Service.

Amandla - Maatla!

DIRECTOR

I accept appointment on the terms set out in this letter and in the document headed "Terms and Conditions of Service for Teaching Staff Appointed on Contract" dated I agree to carry out such duties as are assigned to me from time to time by the Directorate.

ACCEPTED

DATE.....

Date of Commencement

SOLOMON MAHLANGU FREEDOM COLLEGE

MAZIMBU TANZANIA

TERMS AND CONDITIONS OF SERVICE FOR TEACHING STAFF APPOINTED ON CONTRACT

1. Authority These Terms and Conditions of Service were approved by the Director of the Mazimbu Community on behalf of the African National Congress of South Africa on the day of 1984.
- * The Director is the employer and shall be cited as such on all relevant documents. All appointments and terminations are subject to confirmation by the Secretary for Education.
2. Interpretation The interpretation of this document shall rest with the Director in consultation with the Principal of the relevant school.
3. Appointments
- a) Appointments are made to one of the following schools:
- Secondary School
 - Primary School
 - Nursery School
- b) Members of staff may be moved from one school to another at the discretion of the Director with the agreement of the affected member.
4. Incentives
- a) Basic incentives are fixed in relation to the academic qualifications of staff members, specified in Appendix A
- b) Incentives shall be paid monthly
- c) Payments in advance may be made only on the written authority of the Director.
- d) The Principal shall have the right to deduct part or the whole of a staff member's incentive ^{during} for the month in which he/she is absent from duty without permission or other good reason.
5. Hours of Work
- a) The working week may vary throughout the month but it averages 37 hours per week for full-time staff
- b) All teachers shall report for duty at 7.30 hours Monday to Friday unless the Principal authorises otherwise.

6. Duties

- a) Full-time members of staff shall regard their services to SOMAFCO as ~~whole-time~~ ^{full} ~~employment~~ ^{de} and shall not undertake other work which might encroach on the time expected to be devoted to SOMAFCO without prior permission of the Director.
- b) A member of the teaching staff shall undertake such duties as are assigned by the Principal.
- c) The duties shall include:
- i) giving courses of instruction
 - ii) demonstrations and practical work
 - iii) other duties as allocated by the School Principal

7. Holidays and Leave

- a) Members of staff shall not normally be required to remain in residence during school holidays but the Director shall have the power to require any member of staff to remain in residence during a school vacation or part thereof as he thinks fit.
- b) The conditions for the granting of leave shall be in accordance with the terms of Appendix B of this document. The Director may in his discretion grant special leave on such conditions as he shall determine for any purpose not included in the categories specified in Appendix B.

8. Termination of Appointments

- a) A member of staff may terminate his contract by giving six (6) calendar months notice in writing to the ^{Sec. for Educn. through the Director} Director.
- b) Failure on the part of the staff members to give due notice shall result in the automatic loss of any travel or transport right due to such member, provided that the Director shall have discretion in a case of hardship to release a member of staff from the contract.
- c) If a member of staff is prevented by illness from satisfactorily carrying out his duties, the Director may appoint a Medical Board to examine such a member. After considering the Medical Board's report, the Director shall have power to terminate the appointment (if he thinks fit on medical grounds) and to prescribe the terms and conditions of such terminations and shall thereupon give to the member of staff not less than six month's notice of termination of ^{service} appointment.

d) When in the opinion of the Director good and sufficient cause exists for the action, he may dismiss a member of staff forthwith or give such a member six month's notice of termination. No member of staff shall be dismissed or given notice in terms of this section unless such has first been given a written statement of the grounds for the proposed action and afforded a reasonable opportunity to be heard by the Directorate.

A member of staff who is dismissed or given notice in this way shall have the right of appeal to the Secretary for Education of the African National Congress (SA); against the decision of the Directorate. Such appeal shall be given in writing to the Principal within four weeks of the notification to the member of staff of the Directorate's decision. The Principal shall forward the appeal without delay to the Secretary for Education. If appeal is made to the Secretary for Education, he shall decide upon the procedure to be followed in considering the appeal.

9. Tenure of Appointment

a) The letter of appointment shall specify the period of the appointment.

b) A member of staff may apply for a renewal of the appointment and should make the application at least six months before the appointment is due to expire.

contract / tenure

10. Residential Accommodation and Benefits

The Directorate undertakes to provide the staff member and his dependents with free accommodation, basic furniture, medical care, food, clothing and transport to Mazimbu on first appointment and from Mazimbu on the termination of the appointment.

contract / tenure

TERMS AND CONDITIONS OF SERVICE

Appendix A

BASIC INCENTIVE (Tsh Per Annum)

<u>Qualifications</u>	<u>Shillings</u>
a) Degree with teaching certificate	24 000
b) Degree without teaching certificate	21 600
c) Matriculation with teaching certificate	18 000
d) Junior Certificate with teaching certificate	14 400
e) Matriculation without teaching certificate	9 000

Appendix B

LEAVE

A. Holidays

A member of staff shall be entitled to 30 days paid leave after two years continuous service provided that:

- i. the member has submitted a written application to the Director to renew the appointment
- ii. the Head of the member's department has recommended the grant of leave
- iii. the Secretary for Education has ~~similarly~~ agreed
- iv. the applicant undertakes to pay the cost of travel from and to Mazimbu

B. Sick

- i. Sick leave of more than two days requires a medical certificate
- ii. A member of staff may be granted sick leave on full incentive for not more than one month during the first year of employment, not more than two months during the first two years, and not more than ~~three~~ months during the first three years provided that the maximum of sick leave specified in each cycle shall include all days of sick leave taken in that period.

C. Maternity

Maternity leave of two months prior and two months subsequent to the confinement will be granted with half the incentive paid. Therefore, the decision on when to return to work will be left to the teacher concerned.

Appendix A

RICHARD

SIBINGILE

BASIC INVENTIVE (FOR THE FUTURE)

Appendix B

Appendix C

Appendix D

Appendix E

Appendix F

Appendix G

Appendix H

Appendix I

Appendix J

A member of staff shall be entitled to 30 days paid leave after two years continuous service provided that:

- i. the member has submitted a written application to the Director to renew the entitlement;
- ii. the Head of the member's department has recommended the grant of leave;
- iii. the Secretary for Education has initially agreed;
- iv. the applicant undertakes to pay the cost of travel from and to Malawi.

Appendix K

- i. Sick leave of more than two days requires a medical certificate;
- ii. A member of staff may be granted sick leave on full incentive for not more than one month during the first year of employment, not more than two months during the first two years, and not more than three months during the first three years provided that the maximum of sick leave specified in each cycle shall include all days of sick leave taken in that period.

Appendix L

Maternity leave of two months prior and two months subsequent to the confinement will be granted with half the incentive rate. Therefore, the decision on when to return to work will be left to the teacher concerned.