

# SATHYA SAI SCHOOL – KISAJU – KENYA

Registered under the laws of Kenya

*Love All Serve All*

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## **CONTRACT OF EMPLOYMENT**

This new agreement made the ..... day of .....20..... Between ..... (The employee) and Sathya Sai School – Kisaju (the employer) whereby ..... is employed as a teacher /or as directed at Sathya Sai School under the following terms:

### **1. DURATION OF CONTRACT:**

From ..... to ..... (2 years which may be renewed at the employer's discretion).

### **2. BASIC, GROSS SALARY/WAGE**

- a) Basic Ksh.....  
 b) Housing Ksh.....  
 c) Food Ksh.....  
 Total Gross Ksh.....

### **3. SERVICE SCHEME:**

The employer provides the employee with a Service Scheme whose benefits shall be enjoyed at the end of the contractual period and shall be calculated at 15 days for every completed year of service.

Where the employee resigns or is dismissed before the expiry of the contract the service shall be 'null & void'.

### **4. OTHER BENEFITS**

- (a) Subsidized Education at Sathya Sai School Kisaju for one child of the employee, per contract period at the discretion of S.S.E. Trust Kenya.  
 (b) Free medical service of common ailments only at a Government clinic (only on receipt of medical bill) or Sathya Sai Medical Clinic.  
 (c) Loans may be granted depending on the loans criteria, for example, availability of funds, length of service and performance, existing loans, etc. – considered only on merit.

**5. PROMOTION**

Promotion shall be at Management's absolute discretion on the criteria of merit, skill, initiative, competence, Performance Related Pay (PRP) policy and Management's decision shall be final and not negotiable.

**6. ACCEPTANCE OF LETTER OF EMPLOYMENT**

- (a) The Terms and Conditions contained in this agreement shall not become binding until the employee has assumed duties and has deposited a letter with the Board of Director (Administration) signed by him/her denoting acceptance of the letter of employment and/or contract and agreed to Terms and Conditions.
- (b) the employee produces a comprehensive medical report from a competent and qualified medical practitioner that such an employee is fit to work. Provided that (1) the employer reserves the right to seek further medical opinions and (2) no employee shall be compelled or requested to undergo unusual tests including that of HIV/AIDS tests without his or her consent.

**7. PROBATION PERIOD**

You shall be placed on a probation period of three (3) months. During this period, you will be under observation. Upon successful completion of the probation period, you shall receive a letter of confirmation in employment. However, if the Trust is not satisfied with your performance, you may be given another three months probation period or you will be given 24 hours notice of termination of this contract.

**8. STATUTORY DEDUCTIONS**

- (a) P.A.Y.E.
- (b) N.H.I.F.
- (c) N.S.S.F.
- (d) Housing
- (e) Food
- (f) Loan etc.

**9. HOURS OF WORK**

- (a) Teaching staff – Monday – Friday – 7.20 am – 5.00 pm, Saturday – 7.20 am – 12.30 pm.
- (b) Non Teaching staff (Cooks) – Monday – Friday – 6.30 am – 1.30 pm (1 Hour Lunch Break), 6.45 pm – 7.45 pm.
- (c) General workers – Monday – Friday – 7.00 am – 5.00 pm (1 Hour Lunch Break), Saturday – 7.00 am – 1.00 pm.
- (d) No employee will work on duly gazette Public Holidays. No overtime will be payable as a result.

- (e) In the event that a teacher is absent, any teacher may be required to cover that class in view of the fact that this will be within the contractual hours of work. Without valid documentary evidence, the teacher's number of days absent will be deducted from his/her salary. Frequent timed absences are causes for concern and are unacceptable.
- (f) Money will be deducted from an employee's salary/wage for the following:
- Non performance of duties
  - Negligence
  - Absenteeism without permission.
- (g) Whereas Sathya Sai School – Kisaju is a residential School whereby the Teaching staff and Students live on the School Campus which entails extra duties and responsibilities with built-in extra financial and social benefits, and whereas, by their very nature, the proper and effective execution of these duties and responsibilities go beyond normal working hours and days, it is understood, agreed and accepted that overtime payment claims by the said officers are both inappropriate and inapplicable.
- (h) While employed by the Board you are required to **devote** your whole time and attention to the business of the School and not engage directly or indirectly in any other business without the prior written consent of the Board.
- (i) You may be called upon by the Board to perform any reasonable extra work for the School during the School vacation or otherwise. During your contract period if for any reason you have to travel you must procure the prior approval in writing from the Board.

#### **10. PAID SICK LEAVE**

After completion of the probation period you shall be eligible to sick leave for a maximum of 30 days and thereafter to a maximum of 15 days with half pay in each period of twelve consecutive months's employment upon production of a certificate of incapacity signed by a registered medical practitioner covering the period of sick leave. An employee discharged from employment on medical grounds shall be entitled to terminal benefits in respect of Non-Contributory Gratuity Scheme to be determined on a pro- rata basis.

#### **11. MATERNITY LEAVE**

All pregnant married employees shall be entitled to be paid maternity leave once ONLY during the course of the contract period and such leave shall be for ninety (90) calendar days.

**12. ANNUAL LEAVE/VACATION LEAVE**

- (a) An employee shall be entitled to an annual leave after continuous service of twelve calendar months calculated at 2 days for every completed month. Teachers must take their leave during school holidays. In the case of Non-teaching staff, the time for taking leave shall be agreed upon between the employee and management on an individual basis. All leave shall be applied for in writing and shall be at the discretion of Management.

Where an employee dies/dismissed/resigns, his/her leave will be calculated on a pro-rata basis. The employee's salary shall be paid on the last work day immediately before the commencement of the leave.

- (b) No leave days will be exchanged for Cash

**13. SPECIAL LEAVE**

Given special circumstances of an employee requiring special leave, Management shall grant such an employee a maximum of seven paid working days leave which shall be subtracted from the accrued leave days of such an employee provided that management, depending on the circumstances of each case, may extend such a period as may be necessary in the circumstances.

**14. COMPASSIONATE LEAVE**

Management shall grant at least five days as compassionate leave to an employee faced with a funeral in the employee's nuclear family (husband, wife, biological registered children biological father and mother) save that the first five days shall not be subtracted from the employee's accrued leave days.

**15. PUBLIC HOLIDAYS**

All gazetted public holidays shall be paid days to all the employees.

**16. TERMINATION OF CONTRACT**

Either party may terminate the contract at any time before its expiry by giving one full month's notice without reasons. The employee's Non-Contributory Gratuity Scheme shall be determined on a pro-rata basis.

**17. SUMMARY DISMISSAL**

Summary dismissal may be effected as a result of violation of the Disciplinary Code of Conduct (as attached) or in other cases as provided by law or absence from work for ten (10) continuous days without valid documentation, such an employee shall also be summarily dismissed. These dismissals shall result in the loss of all entitlements, gratuity, bonuses and leave days.

**18. PROTECTIVE CLOTHING**

The employer shall provide protective clothing to all employees engaged in duties requiring the same and shall be the property of Sathya Sai School -Kisaju. It shall be the responsibility of the affected employee to keep and maintain such clothing. Upon leaving employment it shall be at Management’s discretion whether the employee should retain or surrender the uniform given immediately preceding the act of leaving employment.

**19. IN-SERVICE SSEHV TRAINING**

An employee is required to attend SSEHV In-Service training sessions/workshops organized by the School which are essential for elicitation and integration of Human Values and Life Application in all the subjects in the school curriculum and work place.

**20. CERTIFICATE OF SERVICE**

Upon termination of employment by any means except by death the employer shall, upon request, provide a certificate of service to the employee.

**21. THE AGREEMENT CONCLUSION SEAL**

We the parties hereby append our hand and agree as above stated and do append our signatures as follows:

**22. CODE OF CONDUCT**

The Code of Conduct to be read and signed and forms an integral part of this Contract.

**NOTE:** PLEASE **SIGN** ONLY AFTER HAVING **READ, UNDERSTOOD AND ACCPTED** THIS CONTRACT.

BOARD OF DIRECTORS  
SATHYA SAI SCHOOL – KISAJU  
(EMPLOYER)

EMPLOYEE  
NAME: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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1. Witness:(Name) \_\_\_\_\_ Signature: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_