

**ORGANIZATION NAME
EMPLOYMENT AGREEMENT**

This employment agreement is made between ORGANIZATION NAME, and [EMPLOYEE NAME], hereafter referred to as the Employee. This agreement covers the assignment of the Employee in the position of [JOB TITLE] under the Zambia HIV/AIDS Multi-Sector Technical Support and Capacity Building Program known as SHARE.

In consideration of the above, ORGANIZATION NAME and the Employee have agreed upon the terms and conditions as stated in this Agreement as follows:

1. TERM OF EMPLOYMENT

1.1 *Term of Employment:* The term of employment shall commence on January 1st, 2007 for a one-year period and is renewable annually until the termination of the ORGANIZATION NAME contract to support the Zambia HIV/AIDS Multi-Sector Technical Support and Capacity Building Program, SHARE, unless this Employment Agreement is terminated earlier as provided in Article 2 of this agreement.

2. TERMINATION OF AGREEMENT

2.1 *Termination of Agreement.* This agreement may terminate upon any of the following events:

- 2.1.1 Thirty (30) calendar days after written notice of termination to ORGANIZATION NAME by the Employee, which notice may be given with or without cause;
- 2.1.2 Thirty (30) calendar days after written notice of termination to the Employee by ORGANIZATION NAME, which notice may be given with or without cause;
- 2.1.3 Voluntary or involuntary dissolution of the assets of the employer.

The Employee and ORGANIZATION NAME specifically understand and agree that employment is at the mutual consent of the Employee and ORGANIZATION NAME and that either party may terminate employment at will.

2.2 *Compensation upon Termination.* If this Agreement is terminated, the Employee shall be entitled to compensation earned before the date of termination of this agreement plus any accrued vacation benefits both computed pro rata up to and including the effective date of termination. Such compensation shall include any Provident Fund and severance payments owed to the Employee at the time of termination.

3. DUTIES OF EMPLOYEE

3.1 *Duties and Responsibilities.* As the [JOB TITLE], the Employee will be a member of the Zambia HIV/AIDS Multi-Sector Technical Support and Capacity Building Program Team. The Employee's responsibilities are specified in the attached job description.

3.2 *Specific Responsibilities.* The Employee's specific responsibilities are established through the Employee's job description, and through periodic and annual reviews of the Employee's scope of work.

3.3 *Location.* The Employee will be based in Lusaka, Zambia, and be linked to the ORGANIZATION NAME' headquarters office by telephone, facsimile, and email.

3.4 *Timesheets and Timekeeping.* The Employee will comply with ORGANIZATION NAME Labor Time Charging Policy (Attachment 1). Timesheets will be completed by the Employee on a daily basis and will be approved by the Employee's Project Supervisor at the end of each timesheet period. The Employee shall fax the approved timesheet to ORGANIZATION NAME on the last day of each pay period (twice per month) and shall also mail the original signed and approved copy to the office. The Employee will use the timesheet format provided by ORGANIZATION NAME.

3.5 *Reports.* The Employee will submit regular progress reports to the ORGANIZATION NAME office via email. These reports will contain an update of the Employee's activities and progress toward achievement of agreed objectives and workplan activities.

4. HOURS OF WORK

4.1 *Hours of Work.* The Employee will work 40 hours per week. The schedule of working hours will conform to the schedule of the Zambia HIV/AIDS Multi-Sector Technical Support and Capacity Building Program and will generally be a five-day work week. The Employee is considered to be a full-time employee and in a salaried position, rather than paid on an hourly or daily basis. Therefore, from time to time the Employee may be expected to work longer than the standard work week, either after hours during the week or on weekends, without additional compensation.

5. SUPERVISION

5.1 *Project Supervisor.* The Employee's direct supervisor will be the Deputy Director for Coordinating Structures on the Zambia HIV/AIDS Multi-Sector Technical Support and Capacity Building Program.

6. EVALUATIONS

6.1 *Evaluations.* An evaluation of new employees is conducted after the completion of a 90-day probationary period and every 12 months thereafter. The evaluation shall include general performance of duties outlined in Article 3 of this Agreement.

7. COMPENSATION

7.1 *Base Salary.* Beginning January 1, 2007 salary is payable in the local currency of Zambia (Kwacha). The Employee's annual base salary is [REDACTED] Kwacha.

7.2 *Pay Period.* Salary will be paid on a semi-monthly basis (twice per calendar month), normally on the 15th and the last working day of the month

7.3 *Annual Salary Increases.* Annual salary increases may be recommended by the Employee's ORGANIZATION NAME Supervisor and approved by ORGANIZATION NAME President.

8. BENEFITS

8.1 *Vacation.* ORGANIZATION NAME provides 24 vacation days per year for employees who have completed the 90-day probation period. Vacation leave time is accrued on a pro rata basis. ORGANIZATION NAME believes that vacation leave time is an important element in superior job performance. Vacation time is provided as way for employees to rest and refresh themselves, and ORGANIZATION NAME expects that the Employee will take advantage of this time off. Therefore, not more than fifteen (15) days may be carried over from year to year and these days cannot be accrued cumulatively over the life of the project. At the end of each year any remaining accrued days over fifteen (15) per year will be forfeited.

Vacation leave is granted only upon a written request made in advance to the Employee's Project Supervisor and approved in advance by ORGANIZATION NAME office.

8.2 *Holidays.* The Employee is entitled to paid time off for official holidays observed by the Project. The official schedule for holidays is established on an annual basis by the Chief of Party of the Zambia HIV/AIDS Multi-Sector Technical Support and Capacity Building Program, SHARE.

8.3 *Sick Leave.* The Employee, after having completed the probation period, is entitled to 10 days of annual sick leave. Sick days must be entered on timesheets.

Medical certificates must be provided for sick leave taken for more than three (3) consecutive days. Sick leave not taken by the end of the employment period shall be forfeited.

8.4 *Miscellaneous Benefits Allowance.* The Employee will be paid a Miscellaneous Benefits Allowance based on the USAID local compensation package for Zambia. The current annual Miscellaneous Benefits Allowance for the Employee is [REDACTED] Kwacha. This allowance is paid on a prorated basis every payday.

8.5 *Housing Allowance.* The Employee will be paid a Housing Allowance based on the USAID local compensation package for Zambia. The current annual Housing Allowance for the Employee is [REDACTED] Kwacha. This allowance is paid on a prorated basis every payday.

8.6 *Meal Allowance.* The Employee will be paid a Meal Allowance based on the USAID local compensation package for Zambia. The current annual Meal Allowance for the Employee is [REDACTED] Kwacha.

_____ Kwacha. This allowance is paid on a prorated basis every payday.

8.7 *Transportation Allowance.* The Employee will be paid a Transportation Allowance based on the USAID local compensation package. The current annual Transportation Allowance for the Employee is _____ Kwacha. This allowance is paid on a prorated basis every payday.

8.8 *Education Allowance.* If eligible, the Employee will receive an Education Allowance based on the USAID local compensation package to a maximum of 3 children,. To qualify for the Education Allowance, the child must be under 18 or 21 if a full-time student, unmarried, and dependent upon the Employee. The Education Allowance is paid quarterly upon receipt of approved documentation of education expenses for eligible dependents.

8.9 *Vacation Bonus.* The Employee will receive a Vacation Bonus in pay period 22. The amount of the bonus is established based on the USAID local compensation package, and will be prorated if the Employee has served less than one full year when the payment is made.

8.10 *Annual Year-End Bonus (Christmas Bonus).* The Employee will receive an Annual Bonus in pay period 23. The amount of the bonus is established based on the USAID local compensation package, and will be prorated if the Employee has served less than one full year when the payment is made.

8.11 *Death/Funeral Benefit.* The Employee is eligible for the Death/Funeral Benefit in accordance with the USAID local compensation package and the policies and procedures established by the Zambia HIV/AIDS Multi-Sector Technical Support and Capacity Building Program.

8.12 *National Pension Scheme Authority (NAPSA) Contributions.* ORGANIZATION NAME and the Employee will contribute a portion of the Employee's monthly base salary to a pension fund in accordance with Zambian labor law.

8.13 *Medical Insurance.* ORGANIZATION NAME will provide medical insurance for the Employee and the Employee's eligible immediate family members.

8.14 *Severance.* ORGANIZATION NAME will pay Severance Pay in accordance with Zambian labor law and the USAID local compensation package.

9. TAXES

9.1 *Taxes.* Employees of ORGANIZATION NAME are not exempt in any way from their obligations to the Zambian Government, including those concerning income and related tax obligations. Payment of such taxes is a matter between the Employee and the Government of Zambia; therefore, ORGANIZATION NAME does not withhold income tax from salary. Please note that this policy is subject to the current agreement between the Government of Zambia and the U.S. Government, and may be subject to change.

10. EMPLOYER'S POLICIES

10.1 *Equal Employment.* ORGANIZATION NAME is an equal employment opportunity employer. Employment decisions including hiring, termination, promotion, and wages and privileges will be made without regard to race, color, religion, sex, national origin, ancestry, age, disability, or any other classification protected by law.

[EMPLOYEE NAME]
Employee

[]
ORGANIZATION NAME

Date

Date

ATTACHMENT 1
ORGANIZATION NAME LABOR TIME CHARGING POLICY

Please note that accurate timekeeping is critical to ORGANIZATION NAME's administrative compliance requirements. It is a requirement of employment and consulting agreements that the following time charging controls are followed exactly. Please carefully read the following instructions regarding timekeeping and indicate your agreement to assume the responsibility of recording project and overhead time according to the following guidance by signing the bottom of this document.

1. Employees, including subcontracted employees performing in-house work are responsible for preparing their own timesheets.
 - Employees and consultants must fully understand the instructions of the work to be performed and the job number to be charged.
 - Timesheets must be filled out as work is performed, but no less often than daily. Informal records of start/stop times should be used when multiple jobs are in process.
 - All hours worked must be recorded numerically on the timesheets.
2. Timesheets must be signed by employees and the supervisor only after they are filled out.
3. Corrections are to be made by cross out and new entry, with NO erasures or whiteouts.
 - Corrections are to be initialed by the employee (and supervisor).
 - An explanation must be provided for corrections.
4. Distribution and collection of timesheets must be controlled.
 - Only one timesheet is to be prepared per employee per period.
 - Timesheets must be turned in to a designated timekeeping office or collected by an authorized person.

I have read and understand the ORGANIZATION NAME labor time charging policy. I understand that it is my responsibility as an ORGANIZATION NAME employee or contracting consultant to follow ORGANIZATION NAME' timekeeping policy as defined above.

Employee Signature

Date

ATTACHMENT 2 JOB DESCRIPTION

Position: NGO Advisor

Responsible To: Deputy Chief of Party – Coordinating Structures

Overall Role

As a member of the Coordinating Structures team reporting to the Deputy Chief of Party for Coordinating Structures, the two NGO Advisors are responsible for planning, implementing and monitoring SHARE efforts in relation to the NGOs and CBOs selected to receive grants from the Rapid Response Fund. Technical assistance for this work will be provided by ORGANIZATION NAME

Specific Responsibilities

Under the guidance of the Deputy Chief of Party for Coordinating Structures, the NGO Advisors will:

1. In consultation with the Chief of Party and DCOP for Coordinating Structures, lead the process for selecting appropriate NGOs/CBOs to receive grants from the SHARE Rapid Response Fund.
2. Provide capacity building support for the grantees in their planning, implementation, monitoring and reporting of activities supported by the SHARE grant through training and technical assistance.
3. Regularly follow-up the grantees to monitor their performance and to support the quality of their interventions.
4. Organize review meetings with grantees, at least annually, for experience sharing and mutual learning.
5. Conduct 6 monthly assessments of the performance of the grantees, using the Organizational Capacity Assessment (OCA) tool, entering the results onto the excel spreadsheet and providing feedback to the grantees. Report on changes in organizational performance in the regular quarterly SHARE reports to USAID.
6. Provide support to the grantees in their efforts to gain financial, technical and material support from others.
7. Prepare guidelines on good practice for service delivery areas such as prevention, overcoming stigma and discrimination, home-based care to support the grantees in improving the quality of their interventions.

Qualifications and Experience Required

- A good understanding of the roles that NGOs can play in the HIV/AIDS response

- Experience in the design and implementation of training programs in both service delivery and management areas.
- Experience in planning, monitoring and documentation of project activities
- Excellent communication and writing skills