

# CEO/ MANAGER EMPLOYMENT CONTRACT

## 1. INTRODUCTION

The employment of the **SASOL MANAGER** was authorized by the **SAHELIAN SOLUTIONS FOUNDATION BOARD** at a meeting held on 30 November 2007, as reflected in its minutes.

This employment contract, made and entered into this 1<sup>st</sup> day of January 2009, by and between, **SAHELIAN SOLUTIONS FOUNDATION** herein referred to as **SASOL**, and **JOSEPH MUTINDA MUNGUTI** as the **Chief Executive** hereinafter referred to as the **Manager**. **The SASOL Board of Directors, herein referred to as the Board, represents SASOL.**

## 2. TERMS

**SASOL** hereby employs, and **Joseph Mutinda Munguti** hereby accepts employment as **Manager** of **SASOL** for a term commencing 1<sup>st</sup> January 2009, and ending 31<sup>st</sup> December 2013. Termination or renewal of the contract will be six months before the end data.

## 3. PROFESSIONAL RESPONSIBILITIES AND DUTIES OF THE MANAGER

### A. Responsibilities

**The Manager** shall initiate proposals and seek donations for fundraising purposes.

**The Manager** shall maintain a good working relationship with staff, donors, community and government officials.

**The Manager** shall oversee programme and project planning, implementation, monitoring and evaluation.

**The Manager** shall uphold the vision and mission of SASOL.

**The Manager** shall ensure compliance with SASOL core values, mandates, philosophy and principles.

**The Manager** shall initiate development projects that promote sustainable human, economic and environmental growth.

### B. Duties

**The Manager** shall, in general, perform all duties incident to the office of Chief Executive and any other duties prescribed by the **Board** from time to time.

**The Manager** shall have and show knowledge, including and not limited to, the hiring, training supervising of employees. He shall have the ability to give direction, the ability to relate to and motivate people, the ability to define job tasks, the ability to determine performance standards, the ability to hire, train, discipline and terminate employees as necessary, and knowledge of general business management techniques and generally accepted business practices.

**The Manager** shall have ability to deal with staff and community complaints objectively and consistently; knowledge of rule enforcement methods; and ability to communicate rules; and an ability to provide documentation of their due process.

**The Manager** shall have good listening skills; and ability to recognize when professional services are needed by **SASOL**; and ability to analyze problems; a knowledge of potential liability resulting from his actions; the ability to develop and implement disaster preparedness procedures and emergency plans.

**The Manager** shall be responsible for the safe custody and administration of **SASOL** property under the direction of the **Board**.

**The Manager** shall oversee the systematic programme activity, management, financial and accounting record keeping.

**The Manager** shall be able to understand financial and management reports and have basic accounting skills; budget planning and analysis skills; knowledge of financial reports; and short and long term financial planning skills.

**The Manager** shall have an ability to keep accurate accounting records and an ability to work with auditors and accountants.

**The Manager** shall have the ability to determine maintenance and service specifications; analyze and negotiate bids; supervise specification compliance; plan and schedule deferred and/or remedial current maintenance; handle emergency repairs; implement a preventive maintenance program.

**The Manager** shall have knowledge of government/legally required insurance coverage; organization's insurance policies and the terms thereof; understanding of adequate insurance coverage.

### **C. SALARY AND BENEFITS**

#### **Salary:**

**SASOL** shall pay the **Manager** a starting consolidated salary of Sixty Thousand Kenya Shillings (Ksh 60,000) per month.

**SASOL** and the **Manager** may mutually agree to adjust the salary of the **Manager** during the term of this contract, but in no event shall he be paid less than the salary he is presently receiving.

Any adjustment in salary, made during the life of this contract, shall be in the form of an amendment and will become part of this contract, but it shall not be deemed that **SASOL** and the **Manager** have entered into a new contract or that the termination date of the existing contract has been extended.

#### **Medical care:**

**SASOL** shall pay in full all medical expenses for the manager during the contract period.

#### **Gratuity:**

The **Manager** will be entitled each year to a gratuity equivalent to 25% of his yearly aggregate salary. At the end of the contract the figure shall be computed based on the current/recent salary.

### **D. EXPENSES**

**SASOL** shall pay or reimburse the **Manager** for reasonable expenses approved by **SASOL** and incurred by the **Manager** in the continuing performance of his duties under this employment agreement.

### **E. TRANSPORTATION**

**SASOL** shall provide transport or reimburse the **Manager** for all **SASOL** business travel.

## **F. PROFESSIONAL LIABILITY**

**SASOL** agrees that it shall defend, hold harmless and indemnify the **Manager** from any and all demands, claims, suits, actions and legal proceedings brought against the **Manager** in his capacity, or in his official capacity as agent and employee of **SASOL**, provided the incident arose while the **Manager** was acting within the scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of **SASOL** to provide under Kenyan law.

## **G. PERSONAL PROTECTION**

In the event the life or safety of the **Manager** or his family is threatened or otherwise appears in danger because of the performance of the **Manager's** official duties, **SASOL** shall pay reasonable costs incidental to the protection of the **Manager** and his family. Protection, if required, will be sought from the regular police authorities.

## **H. EVALUATION**

At least once each fiscal year, the **Manager** and the **SASOL Board** shall meet for the purpose of mutual evaluation of the performance of **SASOL** and the **Manager**.

## **I. TERMINATION OF EMPLOYMENT CONTRACT**

The Managers' employment contract may be terminated by:

1. **Mutual agreement of the parties.**

2. **Retirement of the Manager.**

3. **Disability of the Manager.**

In the event of disability by illness or incapacity, after **Manager's** sick leave has been exhausted, the compensation shall be reinstated after **Manager** has returned to employment and undertaken the full discharge of his duties.

**SASOL** may terminate this contract by written notice to the **Manager** at any time after the **Manager** has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional period of 14 days.

4. **Discharge for cause.**

Discharge for cause shall constitute conduct, which is seriously prejudicial to **SASOL**; including, but not limited to, neglect of duty or breach of contract or violation of the Kenyan laws.

Reasons for such a proposed discharge for cause shall be given in writing and the **Manager** shall be entitled to appear before the **Board** to discuss such causes.

If the **Manager** chooses to be accompanied by legal counsel at such a meeting, the **Manager** shall bear the costs involved. Such meeting is to be conducted in closed **FULL SASOL BOARD** session.

In the event that **SASOL** offers to terminate the contract by paying severance pay, aggregate salary and gratuity, the **Manager** shall waive the requirement of the hearing before the Board.

### **3. DUTIES AND RESPONSIBILITIES OF THE BOARD**

#### **A. POLICY MAKING**

The Board is responsible for all SASOL policy making.

#### **B. BOARD AND MANAGEMENT COORDINATION.**

The **Board**, individually and collectively, shall promptly refer all staff, donor, government and community criticisms, complaints and suggestions called to its attention to the **Manager** for discussion, study and formal recommendation to the **SASOL BOARD**.

**The Manager** shall give programme and management recommendations to the **Board** or any of its committees on request.

No actions of the **Manager** shall diminish the role of the **SASOL BOARD**.

All duties assigned to the **Manager** by the **Board** will be appropriate to and consistent with the professional role and responsibility of the **Manager**.

#### **C. MANAGEMENT OF CONFLICT OF INTEREST**

**The Manager** shall notify the **Board** of any favors, gifts or any other compensation offered or solicited by any person or business doing business or wanting to do business with SASOL.

**The Manager** shall not be involved in such activities, engagement or business that may lead to conflict of interest. He shall ensure that SASOL staff are not involved in such.

#### **E. PROFESSIONAL GROWTH OF MANAGER**

**SASOL** encourages the professional growth of the **Manager** through his participation, as he might decide in light of his responsibilities as **Manager**, in

1. Seminars and courses offered by public or private educational institutions.
2. Programs and activities conducted or sponsored by local, state, national and international managers' organizations or associations.
3. Informational meetings with other persons whose particular skills and backgrounds would serve to improve the capacity of the **Manager** to perform his professional responsibilities for **SASOL**
4. Visits to other Non Governmental Organizations.

In its encouragement, **SASOL** shall permit a reasonable amount of release time for the **Manager** as he deems appropriate to attend to such matters and will pay

the necessary fees for continuing education necessary to keep **Manager's** professional edification. The manager shall report release time needs to the **SASOL Executive Chairman.**

This contract is signed in duplicate for the **MANAGER** and **SASOL BOARD.**

Name: \_\_\_\_\_ **CHAIR, SASOL BOARD**

Signature:

Name: \_\_\_\_\_ **EXECUTIVE CHAIR, SASOL BOARD**

Signature:

Name: \_\_\_\_\_ **SASOL MANAGER**

Signature: