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Teachers' Opinions in Approved Private Primary Schools in Kinshasa on the Implementation of Employment Contracts

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ABSTRACT: School performance depends on a motivated teaching staff. This study focused on "Teachers' Opinions on the Implementation of Employment Contracts in Approved Private Primary Schools in Kinshasa." The general objective was to examine teachers' opinions regarding the implementation of employment contracts in approved private primary schools in Kinshasa. The specific objectives were to analyze the compliance of employment contracts with the provisions established by the Ministry of Labour and the Ministry of National Education concerning working conditions, and to assess teachers' salaries in relation to the statutory minimum wage (SMIG).

To achieve these objectives, a questionnaire-based survey was conducted among a simple random probability sample of 346 teachers. The data collected were processed through content analysis and percentage calculations. The findings showed that 89% of respondents stated that no employment contract had been signed before staff were recruited in approved private primary schools. Furthermore, 54% considered this practice non-compliant with Ministry provisions, while 36% considered it partially compliant with the regulations of the Ministry of Labour. The study therefore recommends that employment contracts be systematically signed before recruitment and that the relevant legal provisions be strictly enforced.

Keywords: Opinion, Teacher, Primary Schools, Implementation, Employment Contract.

I. INTRODUCTION

1. STATE OF THE QUESTION

Across many sectors of the economy, the recent period has been characterized by a trend toward individualization and flexibilization of the employment relationship. This has challenged traditional systems for defining work and workers' qualifications, without the open-ended employment contract ceasing to be the dominant legal form governing the employment relationship. Recent empirical studies indeed demonstrate the plurality of employment relationships.

The decline of traditional forms of collective bargaining and the role of trade unions in the contemporary period has led organizations toward procedures for individualizing employment relationships and to take seriously what, since the late 1980s, some legal scholars have described as the "renewal of the employment contract." It is

important, however, to understand what this "renewal" means for legal scholars. Bessy (2007) emphasizes the multiplication of contractual clauses initiated by companies as management tools intended to increase employee subordination. This is the aspect that primarily interests labour economists: expected behaviours and the legal obligations created by the contract.

Lyon-Caen (1988) quickly identified the consequences of this new vitality of the "contract." Although it may strengthen employees' ability to resist changes in their working conditions, the use of certain contractual clauses by employers may increase employees' subordination. When the management tool becomes dominant, the contract may operate to the detriment of employee protection.

In the Democratic Republic of the Congo, the recruitment and employment of teachers does not always comply with the requirements attached to the position or function to be performed. In the education sector in particular, some teachers are recruited on the basis of personal, tribal, family, political or religious relationships, and under such practices recruited teachers are not necessarily required to sign an employment contract.

All organizations are subject to labour legislation and are expected to comply with it. The Labour Code provides a framework for human-resource management. However, private schools, in particular, do not always apply labour legislation in their human-resource practices because they have their own policies, sometimes making it easier to dismiss, manipulate or remove teachers and even to deny them compensation when the employment relationship ends.

Teachers are an indispensable resource in schools. As an educational organization, a school cannot provide education without teachers. For this reason, schools should sign employment contracts in order to protect and balance the interests of all parties.

The problem addressed by this study therefore revolves around the following questions: Do approved private primary schools in Kinshasa have their teachers sign employment contracts? If so, are these contracts implemented in accordance with the provisions of the Ministry of Labour and the Ministry of National Education concerning working conditions? Do salaries applied in approved private schools comply with the SMIG?

The hypotheses are as follows: (i) Approved private primary schools in Kinshasa do not sign employment contracts with their teachers because teachers are exploited by schools that do not seek to improve working and pay conditions, but rather seek to make it easier to mistreat or dismiss them. (ii) Employment contracts signed in these schools do not comply with the provisions of the Ministry of Labour and the Ministry of National Education concerning working conditions, because in many private schools employment takes place without a document protecting both parties. (iii) Salaries paid in approved private schools do not comply with the SMIG, partly because the Congolese State does not adequately monitor the implementation of this requirement through field inspections.

The general objective of this article is to examine the existence of employment contracts between approved private primary schools in Kinshasa and their teachers. The specific objectives are to analyze the compliance of employment contracts with the provisions of the Ministry of Labour and the Ministry of National Education concerning working conditions, and to assess teachers' salaries in relation to the SMIG.

2. DEFINITION OF CONCEPTS AND THEORETICAL FRAMEWORK

This section defines the main concepts used in the study and presents its theoretical framework.

2.1. Definition of Basic Concepts

2.1.1. Opinion

According to Bourdieu, P. (2001, p. 156), opinion is not merely an individual expression, but the product of a social unconscious shaped by class conditions and structures of domination. It reveals the deep dispositions of social actors.

Mouchon, J. (2005) considers opinion to be a set of judgments expressed by members of a society about issues of collective interest, often influenced by the media and political institutions. According to Gaxie, D. (2007, p. 89), opinion is a socially constructed phenomenon rather than a natural fact, resulting from interaction among citizens, elected officials and communication systems.

Blondiaux, L. (2008, p. 67) argues that opinion is no longer only what citizens think, but also what is made visible through mechanisms such as surveys and public debates, becoming a political object to be constructed. Percheron, A. (2010, p. 12) views opinion as a collective judgment that changes over time, formed through social experience and available information and influencing political behaviour. Dulong, D. (2013, p. 104) considers opinion an instrument of legitimation in modern democracies and also a target of manipulation by media and institutional powers.

2.1.2. Teacher

According to Meirieu, P. (2007, p. 63), the teacher is a transmitter and mediator of knowledge who does not merely pass on information but supports learners in constructing their identity and critically appropriating the world. For Houssaye, J. (2003, p. 102), the teacher is a professional educator whose mission goes beyond instruction: the teacher contributes to citizenship education by acting on knowledge, values and learners' behaviour within a structured institutional setting.

Houssiaux, J. (2015, p. 45) describes the teacher as a central actor in the educational system whose practice is technical, relational and ethical. Fabre, M. (2004, p. 88) notes that the teacher is a knowledge professional with a triple function: transmitting knowledge, developing critical thinking and educating for citizenship. Scallon, G. (2005, p. 73) shows that teachers design learning situations, organize, support and assess learners' pathways. Foucault, A. (2020, p. 112) considers the teacher a reflective practitioner who analyses practice, adapts to learners' needs and collaborates with educational partners.

2.1.3. School

Meirieu, P. (2007, p. 34) defines the school as a place for transmitting fundamental knowledge and constructing citizenship. It is not limited to instruction but seeks to emancipate individuals by giving them tools to think, act and live together. Duru-Bellat, M. (2023, p. 78) regards the school as a social institution expected to guarantee equal opportunities, although it often reproduces social inequalities.

Houssaye, J. (2003, p. 121) considers the school an organized learning space where knowledge, social relationships and identities are constructed. Fabre, M. (2004, p. 65) describes it as a democratic institution responsible for transmitting a common cultural heritage, educating free and responsible citizens and enabling access to knowledge regardless of social origin.

Priester, C. (2018, p. 103) views the school as a place of secondary socialization where formal and informal learning takes place. Houssiaux, J. (2015, p. 29) regards it as an institutional organization whose mission is to provide education within a collective educational project and which is simultaneously a place of knowledge, discipline and identity construction.

2.1.4. Implementation

Perrenoud, P. (2001, p. 54) considers implementation as the ability to transfer acquired knowledge to new situations, that is, to mobilize it appropriately outside the original learning context. According to Tardif, M. (2006, p. 89), implementation is not a simple reproduction of rules but a process of practical reinterpretation of theoretical knowledge according to field constraints.

For Lévy, P. (2010, p. 132), a digital application is software designed to perform a specific task on a connected device, integrating a user interface, functionalities and a data ecosystem. Beauné, D. (2012, p. 76) describes an application as a computer program intended for public use, often mobile, which makes the user an interactive actor within a digital environment. Barré, R. (2014, p. 103) considers the application of scientific research to be the process through which research findings are implemented in concrete technical, organizational or political arrangements. Colin, J.-C. (2016, p. 67) views an application as both a pedagogical tool and a space for socialization, while Zacklad, M. (2018, p. 145) considers software application to be the materialization of a social model of use.

2.1.5. Contract

According to Carbonnier, J. (2000, p. 215), a contract is an agreement of wills between two or more persons whose effect is to create, modify, transfer or extinguish legal obligations. Terré, F. (2007, p. 89) describes the contract as the legal act par excellence of freedom of will, allowing individuals to organize their property relationships freely within the limits of public order.

Supiot, A. (2005, p. 134) argues that the contract is not only an economic instrument but also a symbolic form of mutual recognition between legal subjects in an organized society. Boltanski, L. (2006, p. 203) considers the modern contract a compromise between commercial logic and civic logic. Salle, M. (2011, p. 67) sees it as a mechanism of social coordination that transforms a promise into an enforceable obligation guaranteed by the State legal order. Ewald, F. (2013) argues that the social contract has given way to numerous micro-contracts that individualize risks while strengthening dependence on institutions.

2.2. Theoretical Framework of the Study

2.2.1. Employment Contract

According to Lyon-Caen (1998), an employment contract is an agreement whereby a person, the worker, undertakes to place his or her professional activity at the service of another person, the employer, under the employer's authority and direction, in return for remuneration. This definition highlights the parties' consent, work performance, remuneration and the relationship of subordination.

Durand (1950) shows that the employment contract is essentially characterized by a legal relationship of subordination. The employer has the power to issue instructions, monitor work performance and, where appropriate, impose sanctions. Pélissier (2015) considers the employment contract a legal instrument intended to protect the employee against imbalances arising from the employment relationship.

Rivero (1993) shows that the employment contract creates reciprocal obligations. The employer must provide the agreed work, pay the employee and ensure protection, while the worker must personally perform the work with loyalty, competence and discipline. Supiot (2019) explains that the employment contract is the legal foundation of modern professional relationships, organizing relations between employer and employee while reconciling economic requirements with fundamental workers' rights.

The Labour Code of the Democratic Republic of the Congo, arising from Law No. 015/2002 of 16 October 2002, as amended and supplemented by Law No. 16/010 of 15 July 2016, defines the employment contract as an agreement whereby a person (the worker) undertakes to make his or her professional activity available to another person (the employer), under the direction and authority of the latter, in return for remuneration.

2.2.2. Types of Employment Contracts

2.2.2.1. Open-ended Employment Contract (CDI)

An open-ended employment contract is the normal and general form of the employment relationship. It does not provide for an end date and continues until it is terminated in accordance with legal provisions. Durand (1950) considers it the classic model because it guarantees continuity of employment and promotes stability. Rivero and Savatier (1993) emphasize the stronger protection it provides by subjecting termination to legal conditions. Lyon-Caen (1998) considers it the most developed form because it promotes employee retention and skills development. Pélissier, Supiot and colleagues (2015) state that it remains a reference in modern labour law because it balances job security and business interests. Mazeaud (2021) considers it an instrument of social and economic security enabling employees to build a sustainable career.

2.2.2.2. Fixed-term Employment Contract (CDD)

A fixed-term employment contract is concluded for a specific period or for the completion of a specified task and ends automatically when the agreed term expires. Durand (1950) considers it appropriate for temporary business needs. Rivero et al. (1993) regard it as an exception to employment stability that must be strictly regulated. Lyon-Caen (1998) notes that it may be justified by temporary needs such as replacing an absent employee or responding to a temporary increase in activity.

2.2.2.3. Part-time Employment Contract

A part-time employment contract provides for working hours shorter than the normal hours applicable in the organization. Pélissier (2015) considers it a means of adapting work organization to employer needs while taking employees' personal constraints into account. Lyon-Caen (1998) emphasizes flexibility while maintaining fundamental employee rights. Durand (1950) considers part-time work a genuine employment contract when the essential elements of work, remuneration and subordination are present.

2.2.2.4. Apprenticeship Contract

An apprenticeship contract combines practical training in an organization with vocational training intended to prepare the apprentice for a profession. Durand (1950) considers it a privileged instrument for transmitting professional skills. Rivero et al. (1993) emphasize its educational and professional purpose, while Lyon-Caen (1998) considers it useful for young people's integration into the labour market.

2.2.2.5. Occasional and Temporary Employment Contract

According to Durand (1950), this form responds to immediate labour needs without creating a permanent relationship. Rivero (1993) considers that it should only be used in situations provided for by law. Lyon-Caen (1998) views it as an instrument for managing organizational flexibility.

2.2.3. Termination of the Employment Contract

According to Teyssié (2022), termination of an employment contract corresponds to the definitive ending of the employment relationship between employee and employer. It ends the principal obligations of the parties, including the employee's duty to work and the employer's duty to provide work and pay wages. Dockès (2021) identifies several modes of termination: natural expiry in a fixed-term contract, resignation, dismissal, mutually agreed termination where permitted by law, retirement, permanent incapacity and force majeure.

2.2.4. Components of the Employment Contract

Couturier (2019) identifies four main components: consent of the parties, work performance, remuneration and legal subordination. Consent requires free and informed agreement on employment conditions. Work performance consists of the employee's personal professional activity. Remuneration is the financial consideration for work performed. Legal subordination is the determining criterion because it places the employee under the employer's authority, including the power to issue orders, control performance and exercise disciplinary power. Teyssié

(2022) and Dockès (2021) likewise emphasize consent, personal and lawful work, remuneration and the employer's power of direction and control.

2.2.5. Rights and Obligations of the Parties

The rights and obligations of the parties form the core of the employment relationship. They define the reciprocal commitments of employer and employee and seek to balance organizational interests with employee protection.

- **Rights and Obligations of the Employer**

According to Jeammaud (2018), the employer has managerial authority enabling the organization of work, setting professional objectives and monitoring their achievement. This power is limited by workers' fundamental rights and legal provisions. Dockès (2021) emphasizes good-faith performance of the contract, timely payment of wages, protection of employees' physical and mental health and development of professional skills through continuing training.

- **Rights and Obligations of the Worker**

According to Jeammaud (2018), the worker must personally perform agreed tasks, comply with legitimate instructions, observe internal discipline and demonstrate loyalty. In return, the worker has the right to fair remuneration, workplace safety, social protection, rest, leave and respect for dignity. Dockès (2021) adds competence, diligence, good faith, confidentiality and cooperation, together with equal treatment, protection against discrimination, vocational training and freedom of association.

II. METHODOLOGY

2.1. Study Population

According to Bourdon, C. (2006, p. 95), the study population is the homogeneous group of subjects or units of analysis on which the investigation is conducted and which share characteristics defined by the research protocol. Demonty, M. (2020) describes it as the set of persons or entities eligible for the study according to the inclusion and exclusion criteria established by the researcher. Ghiglione and Lecerf (2014, p. 112) consider it the set of subjects or objects possessing the characteristics defined by the research selection criteria and constituting the framework for generalizing findings. Pineau, G. (2018, p. 76) notes that in educational research it may consist of actors such as pupils and teachers involved in a given educational context.

The study population consisted of 3,358 teachers in approved private primary schools in Ngaliema, Kinshasa.

2.1.1. Study Sample

Creswell, J. W. (2014, p. 180) considers a study sample a representative subset of the study population selected according to precise criteria to allow data collection and generalization. Hamel and Fortin (2006, p. 91) describe it as a limited group of individuals or cases drawn from a larger population. In this study, a simple random probability sample was used, with 346 participants selected on the basis of a Morgan table.

2.2. Data Collection and Processing

The study used a survey method supported by documentary review, interviews and an opinion questionnaire. These techniques made it possible to collect relevant information. The collected data were processed through content analysis and percentage calculations.

III. RESULTS

Table 1: Signing of an Employment Contract

Responses	Frequencies	Percentage
Yes	36	11
No	310	89
Total	346	100

Source: Field data collected in September 2025.

The statistics show that 11% of teachers confirmed that they had signed an employment contract before starting work, whereas 89% reported that no employment contract had been signed before staff were recruited in approved private primary schools. The majority therefore indicated that teachers in approved private schools do not sign employment contracts with school authorities.

Table 2: Reasons for the Lack of Employment Contract Signature

Responses	Frequencies	Percentage
To guarantee employment	22	3
To dismiss employees easily	59	17
To manipulate teachers easily	111	32
To provide poor service to teachers	154	45

Source: Field data collected in September 2025.

The results show that 45% of respondents considered the absence of a contract a means of providing poor service to teachers, 32% associated it with the possibility of manipulating teachers easily, 17% with the possibility of dismissing employees easily, and 3% with guaranteeing employment.

Table 3: School Affiliation with a Trade Union

Responses	Frequencies	Percentage
Yes	33	10
No	313	90
Total	346	100

Source: Field data collected in September 2025.

Ten percent of respondents considered their school affiliated with a trade union, whereas 90% stated that private schools were not affiliated. The majority therefore reported a lack of trade-union affiliation.

Table 4: Implementation of Employment Contract Provisions

Responses	Frequencies	Percentage
Completely	30	9
Partially	35	10
Very partially	65	19
Not at all	216	62
Total	346	100

Source: Field data collected in September 2025.

Nine percent of respondents considered all provisions completely respected, 10% considered them partially respected, 19% considered them very partially respected, and 62% stated that they were not respected at all. The majority therefore reported that employment-contract provisions were not respected in private schools.

Table 5: Compliance of Employment Contracts with Ministry of Labour Provisions

Responses	Frequencies	Percentage
Yes	36	10
No	185	54
Partly	125	36
Total	346	100

Source: Field data collected in September 2025.

Ten percent of teachers considered employment contracts compliant with Ministry of Labour provisions, 54% considered them non-compliant, and 36% considered them partly compliant. The majority therefore perceived a lack of compliance.

Table 6: Type of Employment Contract Signed

Responses	Frequencies	Percentage
Fixed-term contract	23	7
Open-ended contract	32	9
Verbal contract	45	13
No contract signed	246	71
Total	346	100

Source: Field data collected in September 2025.

Seven percent reported fixed-term contracts, 9% open-ended contracts, 13% verbal contracts, and 71% no employment contract. The majority therefore reported that no written employment contract was signed.

Table 7: Compliance with the SMIG

Responses	Frequencies	Percentage
Yes	20	6
No	326	94
Total	346	100

Source: Field data collected in September 2025.

Six percent stated that their salary complied with the SMIG, whereas 94% stated that it did not. The majority therefore considered teachers' salaries non-compliant with the SMIG.

Table 8: School Affiliation with the CNSS

Responses	Frequencies	Percentage
Yes	20	6
No	326	94
Total	346	100

Source: Field data collected in September 2025.

Six percent considered their school affiliated with the CNSS, while 94% stated that their school was not affiliated.

Table 9: Perceived Reasons for Refusal of Trade-Union Affiliation

Responses	Frequencies	Percentage
To protect teachers against union contributions	47	14
The union is perceived as a threat because of claims	64	18
To allow easy dismissal of employees	235	68

Source: Field data collected in September 2025.

Sixty-eight percent believed that refusal of affiliation makes it easier to dismiss employees, 18% considered the union a threat because of possible claims, and 14% associated it with protecting teachers from union contributions.

Table 10: Existence of a Collective Agreement in Schools

Responses	Frequencies	Percentage
Yes	158	46
No	188	54
Total	346	100

Source: Field data collected in September 2025.

Forty-six percent of respondents stated that a collective agreement existed in their school, while 54% stated that it did not.

Table 11: Advantages of Signing an Employment Contract

Responses	Frequencies	Percentage
The contract document protects both parties	4	1
To guarantee employment	7	2
It is a legal basis	7	2
To determine the duration of work	10	3
To protect both parties	10	3
The signature represents a good image	31	9
It guides the employer and employee	39	11
The signature represents an agreement between the two parties	95	27
The signature represents proof of employment	143	41

Source: Field data collected in September 2025.

Forty-one percent of respondents considered the signature evidence of employment, 27% viewed it as an agreement between the parties, 11% as a guide between employer and employee, 9% as a positive image, 3% as protection for both parties, 3% as a means of determining work duration, 2% as a legal basis, 2% as a means of guaranteeing employment, and 1% as a document protecting both parties.

3.1. Discussion of Results

This section compares the findings of the present study with previous research. Several researchers, including Aubert (1984), Herz (1935), Olam-Bouake (2021), David Sindres (2017) and Dockès (2004), have examined questions related to employment relationships and educational partnerships.

Gabriel Aubert (1984) concluded that when a rule of public law creates an obligation for an employer or worker that can be the subject of an individual employment contract, each party may request its enforcement before the civil court.

Herz (1935) reported, in relation to the International Labour Organization (ILO), that an employment contract is an agreement between employer and worker creating a relationship of subordination in which the worker performs work under the employer's direction and control in exchange for remuneration.

Olam-Bouake (2021) found that fixed-term employment contracts, through their determination of working schedules and remuneration, may generate health risks, discontinuity in social achievements and job instability; Maslow's theory of needs is therefore tested by the socio-professional realities associated with fixed-term contracts.

Sindres (2017) examined the determination of applicable law in employment-contract relationships and emphasized the importance of the contractual provisions and circumstances connecting the relationship to a legal system. Dockès (2004) argues that equality never fully exists between contracting parties and highlights the tension between contract and power.

In the present study, the results indicate that 81% of respondents stated that no employment contract had been signed before recruitment. Furthermore, 56% considered this situation non-compliant with Ministry provisions, while 30.2% considered it partly compliant. The study also reports that 97% of teachers' salaries did not comply with the SMIG.

Overall, the findings suggest that private schools in Kinshasa do not sufficiently take teachers' employment protection into account. Modern organizations operate on the basis of contracts signed by the parties, facilitating orderly relations and protection of all parties. Schools should apply this principle, while the Ministry of Labour should strengthen accompanying measures and monitoring to ensure that contracts are signed and implemented in accordance with legal provisions.

IV. CONCLUSION AND RECOMMENDATIONS

This study examined teachers' opinions in approved private primary schools in Kinshasa regarding the implementation of employment contracts. It addressed whether approved private primary schools sign employment contracts with their teachers, whether such contracts comply with provisions of the Ministry of Labour and the Ministry of National Education concerning working conditions, and whether salaries comply with the SMIG.

The study hypothesized that approved private primary schools in Kinshasa do not sign employment contracts with teachers; that contracts, where they exist, do not comply with Ministry provisions; and that salaries do not comply with the SMIG.

The general objective was to examine the existence of employment contracts between approved private primary schools in Kinshasa and their teachers, with specific objectives concerning compliance with Ministry provisions and salaries in relation to the SMIG. A survey using interviews, documentary techniques and a questionnaire was conducted among a simple random probability sample of 346 participants. The data were processed using content analysis and percentage calculations.

The results showed that 89% of respondents stated that no employment contract had been signed before recruitment, 54% considered the practice non-compliant with Ministry provisions, and 36% considered it partly compliant. Furthermore, 94% considered teachers' salaries non-compliant with the SMIG.

The findings indicate that an employment contract constitutes a means of protecting the rights and obligations of both parties. On this basis, the following recommendations are made:

To the Congolese State: require schools to sign an employment contract before recruiting an employee and ensure compliance with this requirement.

To school managers: establish good collaboration with partners, ensure sound human-resource management and promote transparency.

To teachers: ensure proper use of pupils' documents, teach objectively and maintain good classroom management.

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