

MISBAH ENGLISH MEDIUM SCHOOL

AFFILIATED TO C.B.S.E, NEW DELHI
Affiliation No. 1530313 School Code- 16057
UDISE- 21061019502



MISBAH ENGLISH MEDIUM SCHOOL

(Under Misbah Educational and Welfare Society, Jhumpura)

At: Tangarani, Po- Jhumpura, Keonjhar Sadar, Dist: Keonjhar, Odisha- 758031

UDISE Code: 21061019502

SERVICE RULE WITH EFFECT FROM-01.04.2020:-

(Appointment, Service Rules, Conditions and Duties of the Teachers in CBSE Affiliated Schools)

1. Qualification of the Teacher:

a. Sec. 23 of RTE Act 2009 provides that any person possessing such minimum qualification, as laid down by an Academic Authority, authorized by the Central Government, by notification, shall be eligible for appointment as a teacher. The Central Government vide notification dated 21st March 2010 declared National Council for Teacher Education (NCTE) as the Academic Authority under sec. 23 of RTE Act 2009 read with rule 17 of RTE Rules 2010.

b. The NCTE vide notification dated 23rd August 2010 (Appendix-1) read with notification dated 29th July 2011 (Appendix-2) prescribed the minimum qualification for a person to be eligible for appointment as a teacher in classes I to VIII in a school as amended from time to time. Further, NCTE (Determination of Minimum Qualifications for Recruitment of Teachers in Schools) regulation 2014.

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3. Duties of the Teachers:

a. The school shall ensure that teachers are given specific academic duties as provided under sec. 24 (1) of RTE Act 2009, read with rule 21 (2) of RTE Rules 2010.

b. Sec. 27 of RTE Act 2009 emphasizes that teachers should be free from deployment to non-educational assignments and enable teachers to spend more time on school and classroom related activities. This statutory provision has been reiterated vide M/o Human Resources Development, Govt. of India letter no. F-1-3/2010-EE4 dated 13th September 2010. The CBSE vide circular no.

CBSE/Aff.04/Circular/2016 dated 28th October 2016 advised that the teachers may not be deployed for non-academic activities.

c. No teacher shall engage in private tuition or private teaching activities as per sec. 28 of RTE Act 2009 and rule 39 of Affiliation Bye-Laws.

d. As per Rule 10.5 and 32 of Affiliation Bye-Laws of the Board, normally a teacher should be engaged as a whole time employee in the school except in special cases wherein the work load does not justify a whole time teacher due to its unique nature. No teacher, teaching secondary and/or senior secondary classes, shall be required to teach more than 3/4th of the total periods in a week. However, in case of schools offering the vocational courses, the school can engage subject expert/teacher on contract/part-time and share the resources with reputed/recognized institutions having expertise in such vocational courses.

4. Salary and Conditions of Service of the Teacher:

a. The scale of pay and allowances of teachers in the school shall be at par with the similar qualification, work and experience as provided under sec. 23 (3) of RTE Act 2009 read with rule 20 (3) of RTE Rules 2010 and in accordance with rule 3.3 (i) (v) of Affiliation Bye-Laws. The salary and other allowances to the teachers shall be transferred through ECS on the last working day of the month.

- b. In accordance with the provisions of rule 20 (2) of RTE Rules 2010 read with Chapter VII of Affiliation Bye-Laws, the school shall define and publish the terms and conditions of service of the teachers to create a professional cadre of teachers to impart quality education and ensure the learning outcomes to the students.
- c. The school shall ensure timely promotion after completion of residency period and benefit of Modified Assured Career Progression (MACP) to its teachers at par with teachers working in the similar grade in Central/State Government schools.
- d. The school shall prescribe transparent and objective Annual performance Appraisal system on the lines similar to APAR in respect of teachers under Central/State Government, which shall be the basis for promotion and/or MACP.
- e. The school shall enter into a 'contract of service' with the teacher in accordance to Appendix III of Affiliation Bye-Laws or in the form prescribed by the State/U.T. Government, as the case may be.
- f. The school shall give due recognition to the academic responsibilities of the teachers and involve them in the educational activities in a dignified manner.
- g. The school shall not retain the original degree/diploma certificates of the teachers after their appointment. Copies of degree/diploma certificates duly certified by the Head of School shall be placed in the personal file of the teacher in lieu of the original documents.

5. Retirement:

Every teacher including the Head of the School shall superannuate from the service on attaining the age of 60 years as per rule 30.1 of Affiliation Bye-Laws. However, National Teacher awardees may be considered for further extension of service upto two years after attaining the age of superannuation subject to meritorious service, impeccable character, sound health, good leadership, management qualities and outstanding results throughout with the prior approval of the CBSE as stipulated in the circular no. CBSE/Aff./Circular/5/2016 dated 20th December 2016.

6. Redressal of Grievance:

The school shall establish the internal 'Grievance Redressal Mechanism' for the teachers as mandated under sec. 24 (3) of RTE Act 2009.

7. Professional Development of the Teachers:

a. The school shall provide training facility for the teachers on similar lines as mandated under sections 8 (i) and 9 (j) of RTE Act 2009 regarding Appropriate Government and Local Authority respectively. Under rule 3.3 (i) (vi) of Affiliation Bye-Laws, the school shall organize at least one-week training programme for the teachers in association with the Centers of Excellence (CoEs) established by the CBSE or any Teacher's Training Institute recognized by the Central/State Government.

b. The school shall ensure that the school library has appropriate books/periodicals useful for teachers and designate a dedicated area for them in the library to enrich their subject knowledge.

8. Sexual Harassment Committee and Protection of children from sexual offences Committee: -

As per directive of pocso act-2012 all desired measures should have been adopted by the School authority by forming of a committee of parents, teachers and trust members for smooth running of the school.

The school shall constitute an 'Internal Complaints Committee' and take appropriate action as per the provisions of The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013.

9. Other Facilities for the Teachers:

The School shall ensure adequate provision for staff rooms, crèche facility, canteen facility and separate rest-rooms for the teachers.

(SERVICE RULE FOR Staff Members as per the CBSE BYE-LAWS) Working Days and Working Hours as per Clause no. 31

1. The working days and holidays will be as per State Government Schools or Kendriya Vidyalayas.

2. The working hours will be such as may be specified from time to time by the Principal. Normally the working hours will conform to the Kendriya Vidyalayas.

3. Working hours may be different for teaching and non-teaching staff as may be specified by the Principal.

4. As and when required an employee may be assigned any special duty even if it is to be done beyond the normal working hours in the interest of the school.

5. An employee is also required to conduct and organise co-curricular programmes and perform other duties even beyond the normal working hours.

Number of Teaching periods as per Clause no. 32

1. Normally a teacher should be engaged as a whole-time employee except in special cases because of the nature of a subject where the work load does not justify a whole time teacher.

2. Every teacher shall devote in a year not less than 1200 hours to the teaching of students, out of which not more than 200 hours may be required to be devoted for the coaching in the school premises, of weak or gifted students, whether before or after the school hours.

3. Provided that if any teacher is required to devote more than 1200 hours to the teaching of students, extra remuneration shall be paid to him at such rate as may be determined, by the managing committee, for every hour in excess of 1200 hours devoted by him to the teaching of students.

Attendance of Employees as per the Clause no 34

1. Every employee is expected to reach the school punctually and sign the attendance register on arrival before the working of the school begins and also mark the time of departure.

2. An employee who has not signed the attendance register as above is liable to be considered absent from duty for that date.

Grant of Leave as per Clause no. 41

1. Leave cannot be claimed as a matter of right.

2. Grant of any leave shall depend on the exigencies of the institution and shall be at the discretion of the Principal/Manager.

3. Except in unavoidable circumstances, applications for leave in writing shall be made in advance, a letter or a phone message giving reasons should reach the Principal on the day of absence. When a phone message is sent, it should be confirmed in writing by the subsequent day. Merely applying for leave will not mean sanction, until and unless the leave is sanctioned by the sanctioning authority.

Code of conduct for employees as per Clause no. 42

Every employee shall be governed by the Code of Conduct. The following acts shall constitute breach of code of conduct:

- i) Habitual late coming and negligence of duty.
- ii) use of abusive language, quarrelsome and riotous behavior.
- iii) Insubordination and defiance of lawful order.
- iv) Disrespectful behaviour, rumour mongering and character assassination.
- v) Making false accusations or assault either provoked or otherwise.
- vi) Use of liquor or narcotics on the school premises.
- vii) Embezzlement of funds or misappropriation of school property or theft or fraud.
- viii) Mutilation/destruction of school records and property.
- ix) Conviction by a court of law for criminal offence.
- x) Possession in school premises of weapons, explosives, and other objectionable materials.
- xi) Indulging in or encouraging any form of malpractice connected with examination or other school activities.
- xii) Divulging confidential matters relating to school.
- xiii) Obstructing other members of the staff from lawful duties and indulging in any sort of agitation to coerce or embarrass the school authorities.

xiv) Carrying on personal monetary transactions among themselves, with the student and/or with the parents.

xv) Taking active part in politics.

xvi) Propagating through teaching lessons or otherwise communal or sectarian outlook or inciting or allowing any student to indulge in communal or sectarian activity.

xvii) Making sustained neglect in correcting class work or home work.

xviii) Taking private tuitions without permission of school authorities.

xix) Organising or attending any meeting during school hours except when he is required or permitted by the Head of the school to do so.

xx) Absenting from work even though present in the school premises or absent without leave.

xxi) Preparing or publishing any book or books commonly known as keys or assist whether directly or indirectly in their publication or as a selling agent or canvasser for any publishing firm or trader.

xxii) Asking for or accept, except with the previous sanction of the society, any contribution or otherwise associate himself with the raising of funds of any kind or make any collection whether in cash or in kind, in pursuance of any object whatsoever, except subscription from the members of any association of teachers.

xxiii) As per the Right To Education, Act-2009 no staffs are allowed to give any kind of corporal punishment to any students.

2. All the teachers are expected to be exemplary in their public and private life. Their loyalty, sense of dedication and integrity of character at all times, should be an inspiration of the youth committee to their care. The teacher shall attend to his duties with care and commitment, be punctual in attendance and dutiful in respect of class room and also for any other work connected with the duties assigned to him by the Head of the school or the Board. He shall abide by the rules and regulations of the school and carry out the lawful orders and also show due respect to the constituted authorities.

3. The following shall not be deemed as a breach of the Code of Conduct.

- i) to appear at an examination to improve his qualifications with the Permission of the employer.
- ii) to become, or to continue to be a member of any religious, literary, scientific or professional organisation or cooperative society.
- iii) to organise or attend any meeting outside the school hours subject to the condition that such meeting is held outside the school premises.
- iv) to make any representation to the management for the redressal of any bonafide grievance, subject to the condition that such representation is not made in rude or indecorous language.
- v) as per the RTE, Act 2009 no staffs are allowed to give any kind of physical punishment to any children's.

Appointments

(1) All appointments to all categories of employees except Group 'D' employees as per Government of India gradation shall be made by Managing Committee either by direct recruitment or by promotion through a Selection Committee constituted by the School Society/ Trust/# Company Registered under section 25 of the Companies Act, 1956 and in accordance with and upon such conditions as the Managing Committee may decide, which shall be consistent with the norms of the Board/Government if statutory provision exists. Appointment of Group 'D' employees will be made by the Principal through constituted Selection Committee.

(2) The selection Committee shall include

a) in the case of recruitment of the Head of the school:

- i) the President of the Society;
- ii) the Chairman of the Managing Committee
- iii) an educationist, nominated by the managing committee; and
- iv) a person having experience of administration of schools, nominated by the Managing Committee.

b) in the case of recruitment of teachers and librarian:

- i) the Chairman of the managing committee;
- ii) the Head of the school;
- iii) an educationist, nominated by the managing committee; and
- iv) a subject expert..

c) in the case of recruitment of clerical staff/Lab. Asstt:

- i) the Chairman of the managing committee or any member of the managing committee nominated by the Chairman.
- ii) the Head of the School.
- iii) Manager/Correspondent of the School

d) in case of recruitment of class IV staff:

- i) the Head of the institution;
- ii) a nominee of School Managing Committee.

(3) The Selection Committee shall regulate its own procedure and in the case of any difference of opinion amongst the members of the Selection Committee on any matter, it shall be decided by the trust or society running the school.

(4) The appointment of every employee of a school shall be made by its managing committee.

(5) Where any selection made by the Selection Committee is not acceptable to the managing committee of the school, the managing committee shall record its reason for such non acceptance and refer the matter to the trust or society or # Company Registered under section 25 of the Companies Act, 1956 running the school and the trust or society, as the case may be, shall decide the same.

(6) Employees shall be appointed subject to the provisions of this agreement and they shall have to comply with all the requirements of the provisions contained herein.

Medical Certificate and Character Certificate etc.

1. Every employees shall be required to produce the following certificates on appointment

in the school:

- a) Medical certificate of fitness from a hospital established or maintained by the Government or local authority.
- b) Two certificates from educationists or any other respectable members of Society, not related to the candidate, certifying the character and conduct to the satisfaction of the school authorities.
- c) Original degree/diploma, certificates along with certificate(s) of experience, if any; with attested photocopies thereof. Original certificates will be returned after verification.

Probation

1. Except in the case of a purely temporary vacancy or leave vacancy or for a specific post of temporary nature, every employee shall on initial appointment be on probation for a period of one year from the date of his/her joining the duties. The period of probation may be extended by the Managing Committee by a further period not

exceeding one year. Services of an employee during probation may be terminated by the Managing Committee without assigning any reason by giving one month's notice in writing or one month's salary including all allowances.

2. If an employee desires to be relieved during the period of probation, it will be necessary for him to give one month's notice in writing or one month's salary including all allowances unless and otherwise the Managing Committee permits, relaxation under special circumstances.

Confirmation

1. If the work and conduct of an employee during the period of probation are found to be satisfactory, he/she will become eligible for confirmation on the expiry of the period of probation or the extended period of probation as the case may be, with effect from the date of expiry of the said period provided he/she fulfils the other requisite conditions.

2. The employee shall be informed of his confirmation within 3 months of the completion of probation period.

Termination of Service Due to Abolition of Posts etc.

1. If an employee at any time after confirmation intends to resign he/she shall give three months' notice in writing or three months' salary including all allowances to the Managing Committee.

2. The Managing Committee shall also be competent to terminate the services of a confirmed employee only in case of abolition of a post due to closing down of school a class or reduction in the number of sections of a class or discontinuance of a teaching subject by giving three months notice in writing or three months salary including all allowances.

3. The Managing Committee shall have the power to relax the period of notice or payment of salary in special circumstances.

Retirement

1. Notwithstanding anything contained in these rules or otherwise every employee including Head of institution shall retire from service on attaining the age of 60. However if the age of superannuation falls during the academic session, the concerned employee will retire at the end of the academic session.

Provided further that if such employee is a recipient of National/State/CBSE Teachers Award. He may be considered for a further extension of service for two years after attaining the age of superannuation provided he is medically fit and is prepared to serve the school. The school managing committee after considering such case of extension of service, shall forward the details to the Board.

2. The Managing Committee may grant extension as per rule of State/UT if the employee has no mental or physical disabilities and his/her services are beneficial to the institution.

3. The Board will be informed of such extension by the SMC.

Working Days and Working Hours

1. The working days and holidays will be as per State Government Schools or Kendriya Vidyalayas.
2. The working hours will be such as may be specified from time to time by the Principal. Normally the working hours will conform to the Kendriya Vidyalayas.
3. Working hours may be different for teaching and non-teaching staff as may be specified by the Principal.
4. As and when required an employee may be assigned any special duty even if it is to be done beyond the normal working hours in the interest of the school.
5. An employee is also required to conduct and organise co-curricular programmes and perform other duties even beyond the normal working hours.

Number of Teaching periods

1. Normally a teacher should be engaged as a whole-time employee except in special cases because of the nature of a subject where the work load does not justify a whole time teacher.
2. Every teacher shall devote in a year not less than 1200 hours to the teaching of students, out of which not more than 200 hours may be required to be devoted for the coaching in the school premises, of weak or gifted students, whether before or after the school hours.
3. Provided that if any teacher is required to devote more than 1200 hours to the teaching of students, extra remuneration shall be paid to him at such rate as may be determined, by the managing committee, for every hour in excess of 1200 hours devoted by him to the teaching of students.
4. In the case of an aided school, the extra remuneration referred to in sub-rule 32(3) shall be subject to the previous approval of the grant-in-aid authority to qualify for aid of 95 per cent of such extra remuneration, and in the case of an unaided recognised school, such extra remuneration may be recovered from the students at such proportionate rate as may be determined by the managing committee.

Maintenance of Record by the Teachers

1. A teacher is expected to maintain the following documents and also any other record as maybe specified from time to time.
 - a) Attendance Register of the class for which he/she is the Class Teacher.
 - b) Personal Log Book and Class Log Book, Programme of Instruction and Lesson Plans.
 - c) Cumulative result of his class.
 - d) Attendance Diary of optional subjects in case of teachers teaching such optional subjects.
 - e) 'Stock Register of properties held by him/her.
 - f) CRB (Cumulative Record Book) of the class for which he/she is a class teacher.
 - g) Fee collection book of the class.

Attendance of Employees

1. Every employee is expected to reach the school punctually and sign the attendance register on arrival before the working of the school begins and also mark the time of departure.
2. An employee who has not signed the attendance register as above is liable to be considered absent from duty for that date.

Contributory Provident Fund - Pension Scheme

1. Employees except those employed in temporary vacancies and on part time service, will be required to become members of the Contributory Provident Fund Scheme as required under the employees' Provident Fund and Miscellaneous Provisions Act, 1952 or shall be eligible for pension and gratuity, if adopted by the school.
2. Those eligible for pension shall contribute to GPF as per Government Rules.

Representations

1. Representation to the Managing Committee, Chairman of the Society or Manager may be made only through Principal in case of teachers/other employees.
2. The Principal may submit his representation to Managing Committee/Chairman of the Society through his next higher up-Manager/Correspondent of the School.

Permission to add Qualifications

1. No teacher shall be permitted to apply for adding qualifications before completing two years service.
2. Individual cases duly recommended by the Principal may be considered when due by the Managing Committee as also under special circumstances before completion of 2 years.

Application for Another Post

1. No member of the staff shall apply for employment elsewhere without notifying through the Principal in writing to the S.M.C. which may grant such permission.
2. At the time of appointment each candidate will be required to declare particulars about all other applications he/she might have put in for jobs.

Private and Other Tuitions

1. *No staff member shall undertake private or any other tuition.*
2. Group Tuitions in the school shall not be allowed.

Leave

1. Every employee shall be entitled to such leave as are admissible to the employee of a Corresponding status in Government schools.
2. Encashment/accumulation of leave shall also be allowed as per Govt. rules.

Grant of Leave

1. Leave cannot be claimed as a matter of right.
2. Grant of any leave shall depend on the exigencies of the institution and shall be at the discretion of the Principal/Manager.
3. Except in unavoidable circumstances, applications for leave in writing shall be made in advance, a letter or a phone message giving reasons should reach the Principal on the day of absence. When a phone message is sent, it should be confirmed in writing by the subsequent day. Merely applying for leave will not mean sanction, until and unless the leave is sanctioned by the sanctioning authority.

Code of Conduct for employees

1. Every employee shall be governed by the Code of Conduct. The following acts shall constitute breach of code of conduct:
 - i) Habitual late coming and negligence of duty.
 - ii) use of abusive language, quarrelsome and riotous behavior.
 - iii) Insubordination and defiance of lawful order.
 - iv) Disrespectful behaviour, rumour mongering and character assassination.
 - v) Making false accusations or assault either provoked or otherwise.
 - vi) Use of liquor or narcotics on the school premises.
 - vii) Embezzlement of funds or misappropriation of school property or theft or fraud.
 - viii) Mutilation/destruction of school records and property.
 - ix) Conviction by a court of law for criminal offence.
 - x) Possession in school premises of weapons, explosives, and other objectionable materials.
 - xi) Indulging in or encouraging any form of malpractice connected with examination or other school activities.
 - xii) Divulging confidential matters relating to school.
 - xiii) Obstructing other members of the staff from lawful duties and indulging in any sort of agitation to coerce or embarrass the school authorities.
 - xiv) Carrying on personal monetary transactions among themselves, with the student and/or with the parents.
 - xv) Taking active part in politics.
 - xvi) Propagating through teaching lessons or otherwise communal or sectarian outlook or inciting or allowing any student to indulge in communal or sectarian activity.
 - xvii) Making sustained neglect in correcting class work or home work.
 - xviii) Taking private tuitions without permission of school authorities.
 - xix) Organising or attending any meeting during school hours except when he is required or permitted by the Head of the school to do so.
 - xx) Absenting from work even though present in the school premises or absent without leave.
 - xxi) Preparing or publishing any book or books commonly known as keys or assist whether directly or indirectly in their publication or as a selling agent or canvasser for any publishing firm or trader.
 - xxii) Asking for or accept, except with the previous sanction of the society, any contribution or otherwise associate himself with the raising of funds of any kind or make any collection whether in cash or in kind, in pursuance of any object

whatsoever, except subscription from the members of any association of teachers.

2. All the teachers are expected to be exemplary in their public and private life. Their loyalty, sense of dedication and integrity of character at all times should be an inspiration of the youth committee to their care. The teacher shall attend to his duties with care and commitment, be punctual in attendance and dutiful in respect of class room and also for any other work connected with the duties assigned to him by the Head of the school or the Board. He shall abide by the rules and regulations of the school and carry out the lawful orders and also show due respect to the constituted authorities.

3. The following shall not be deemed as a breach of the Code of Conduct.

i) to appear at an examination to improve his qualifications with the Permission of the employer.

ii) to become, or to continue to be a member of any religious, literary, scientific or professional organisation or cooperative society.

iii) to organise or attend any meeting outside the school hours subject to the condition that such meeting is held outside the school premises.

iv) to make any representation to the management for the redressal of any bonafide grievance, subject to the condition that such representation is not made in rude or indecorous language.

Service Books and Confidential Rolls

1. Service Book containing factual record of the employee, salary scale, increments, promotion, leave record, any disciplinary action or reward etc. shall be maintained for each employee on the form prescribed by the Education Directorate of the State/U.T. concerned. The signature of the employee shall be obtained for entries in the Service Book. Service Book should be duly attested by the Head of the school in the case of employees and by the person authorised / the Manager / Secretary / Correspondent in the case of Head of the institution.

2. Annual confidential roll shall be maintained by the school for every employee including the Head of the institution. The confidential roll will contain assessment of work of the employee during the academic year including the results. Confidential rolls for the employees shall be written by the Head of the institution and for the Head of the Institution by the Manager / Secretary/Correspondent.

3. Confidential rolls should be maintained in the form prescribed by the Education Department of the State/U.T. concerned and should be kept confidential. Any adverse entry in the confidential roll should be communicated to the employee concerned. The employee concerned may represent against the adverse entry. The representation will be considered by the next higher authority and if the higher authority is satisfied that the adverse entry is not justified the same shall be expunged from the ACR.

4. Personal files shall be maintained by the school for each employee. The original certificate /degrees shall be returned to the employees after verification and photostat copies kept in the personal files. School Authorities should not keep the original certificate with them.

Disciplinary Procedure

Suspension

1. The school Managing Committee may place an employee under suspension where:

a) The disciplinary proceedings against him are contemplated or pending.

Or

b) A case against him / her in respect of any criminal offence is under investigation or trial:

Or

c) he/she is charged with embezzlement;

Or

d) He/she is charged with cruelty/ physical punishment or mental harassment towards any student or any employee of the school.

Or

e) he/she is charged with misbehavior towards any parent, guardian student or employee of the school;

Or

f) he/she is charged with a breach of any other Code of Conduct.

2. No order for suspension shall remain in force for more than six months unless the Committee, for reasons to be recorded by it in writing directs the continuation of the suspension beyond the period of six months.

3. Where the Principal/Manager intends to suspend any of the employee such intention shall be communicated to the Chairman of the School, Managing Committee and no such suspension shall be made except with prior approval of the Chairman of the Committee provided that the Principal/Manager may suspend an employee with immediate effect and without prior approval of the Chairman of the Committee if he/she satisfied that such immediate suspension is necessary by reason of the gross misconduct within the meaning of the Code of Conduct or involves moral turpitude.

Provided further no such immediate suspension or the suspension made with the approval of the Chairman of the Committee shall remain in force for more than a period of fifteen days from the date of suspension unless it has been communicated to the committee and approved by it before the expiry of the said period. Where the intention to suspend or the immediate suspension of an employee is communicated to the committee, it may if it is satisfied that there are adequate and reasonable grounds for such suspension accord its approval to such suspension.

4. An employee shall be deemed to have been placed under suspension by an order of the "School Managing Committee:

a) with effect from the date of the detention, if he/she is detained in custody for a period exceeding forty eight hours on a charge of an offence which in the opinion of the committee involves moral turpitude;

b) ! with effect from the date of his/her conviction, if in the event of a conviction for an offence involving in the opinion of the Committee moral turpitude he/she is sentenced to a term of imprisonment exceeding forty eight hours and is not forthwith dismissed or removed or compulsorily retired from service consequent on such conviction.

5. Where penalty or dismissal, removal or compulsory retirement from service imposed upon an employee is set aside or rendered void, in consequence of, or, by a decision of a court of law, and the disciplinary authority on a consideration of the circumstances of the case decides to hold further inquiry against such employee on the same allegations on which the penalty of dismissal, removal, or compulsory retirement was originally imposed such an employee shall be deemed to have been placed under suspension by the committee from the date of original order of dismissal, removal or compulsory retirement and shall continue to remain under suspension until further orders; Provided that no such further inquiry shall be ordered unless it is intended to meet a situation where the court has passed an order purely on to technical grounds without going into the merits of the case.

6. An order of suspension made or deemed to have been made in these rules shall continue to remain in force until it is modified or revoked by the Committee.

7. Where an employee is suspended or is deemed to have been suspended and any other disciplinary proceeding is commenced against him during the continuance of that suspension, the Committee may for reasons to be recorded by it in writing, direct that the employee shall continue to be under suspension until the termination of all or any such proceeding.

8. An order of suspension made deemed to have been made under these rules may, at any time be modified or revoked by the Committee.

9. Subsistence allowance: An employee under suspension shall, in relation to the period of suspension, be entitled to the following payments, namely:

a) A subsistence allowance at an amount equal to one half of the pay last drawn by him/her and in addition to such pay, dearness allowance at an appropriate to be paid in the same manner as the salary;

b) Any other compensatory allowance admissible from time to time on the basis of pay of which the employee was in receipt on the date of suspension.

Provided that the employee shall not be entitled to the compensatory allowance unless the Committee is satisfied that the employee continued to meet the expenditure for which such compensatory allowance is admissible.

Provided that where the period of suspension is extended beyond three months, the Committee shall be competent to vary the amount of subsistence allowance for the period subsequent to the period of first three months as follows:

i) The amount of subsistence allowance may be increased by a suitable amount, not exceeding fifty percent of the subsistence allowance admissible for the period of the first three months if in the opinion of the Committee to be recorded in writing, the period of suspension has been prolonged due to reasons not directly attributable to the employee.

ii) The amount of subsistence allowance may be reduced by a suitable amount not exceeding 50% of the subsistence admissible during the period of first three months, if in the opinion of the Appointing Authority, the period of suspension has been prolonged, due to reasons to be recorded in writing, directly attributable to the suspended employee.

iii) No payment of subsistence allowance shall be made unless the employee furnishes a certificate to the effect that he/she is not engaged in any other employment, business, profession or vocation.

Provided that in the case of an employee dismissed, removed or compulsorily retired from service, who is deemed to have been placed or to continue to be under suspension and who fails to produce such a certificate for any period or periods during which he/she is deemed to be placed or continue to be under suspension, he/she shall be entitled to the subsistence allowance and other allowances equal to the amount by which his/her earnings during such period or periods as the case may be fall short of the amount of subsistence allowance and other allowances that would otherwise be admissible to him/her. Where the subsistence and other allowances admissible to him/her are equal to or less than the amount earned by him/her nothing in this proviso shall apply to him/her.

10. Where suspended employee is exonerated after disciplinary proceedings or where any criminal prosecution against a suspended employee ends with an honourable acquittal, the salaries and allowances of such employees minus the subsistence allowance received by him/her shall be paid to him/her from the date on which he/she was suspended.

Penalties

1) The following penalties may, for good and sufficient reasons, including the breach of one or more of the provisions of the Code of Conduct may be imposed upon an employee.

a) Minor penalties:

i) censure;

ii) recovery from pay, the whole or any part of any pecuniary loss caused to the school by negligence or breach of orders;

iii) withholding of increment of pay

b) Major Penalties;

i) reduction in rank;

ii) compulsory retirement

iii) removal from service, which shall not be a disqualification for future employment in any school run by the Society.

Procedure of Imposing Minor Penalty

No order in case of a minor penalty shall be made except after informing the employee of the proposal to take action against him/her and the allegation on which such action is proposed to be taken and except after giving to the employee an opportunity to make any representation against the proposed action.

Procedure for Imposing Major Penalty.

1. No order imposing on any employee any major penalty shall be made except after an inquiry is held as far as may be, in the manner specified below:

a) The disciplinary authority shall frame definite charges on the basis of the allegation on which the inquiry is proposed to be held and a copy of the charges together with the statement of the allegations on which they are based shall be furnished to employee and he/she shall be required to submit within such time as may be specified by the disciplinary authority but not later than two weeks, a written statement of his / her defence and also to state whether he/she desires to be heard in person;

b) On receipt of the written statement of defence, or where no such statement is received within the specified time, the disciplinary authority may itself make inquiry into such of the charges as are not admitted or if it considers it necessary to do so, appoint an inquiry officer for the purpose;

c) At the conclusion of the inquiry, the inquiry officer shall prepare a report of the inquiry recording his findings on each of the charges together with the reasons thereof;

d) The disciplinary authority shall consider the report of the inquiry and record its findings on each charge and if the disciplinary authority is of opinion that any of the major penalties should be imposed it shall:

i) furnish to the employee a copy of the report of the enquiry officer, where an inquiry has been made by such officer;

ii) give him/her notice in writing stating the action proposed to be taken in regard to him/her and calling upon him/her to submit within the specified time, not exceeding two weeks, such representation as he/she may wish to make against the proposed action,

iii) on receipt of the representation if any, made by the employee, the disciplinary authority shall determine what penalty, if any should be imposed on the employee and communicate its tentative decision to impose the penalty to the Committee for its prior approval;

iv) after considering the representation, made by the employee against the penalty, the disciplinary authority shall record its findings as to the penalty, which it proposes to impose on the employee and send its findings and decision to the Committee for its approval and while doing so the disciplinary authority shall furnish to the employee all relevant records of the case including the statement of allegations, charges framed against the employee, representation made by the employee, a copy of the inquiry report, where such inquiry was made and the proceedings of the disciplinary authority.

2) No order with regard to the imposition of a major penalty shall be made by the disciplinary authority except after the receipt of the approval of the Committee.

PAYMENT OF PAY AND ALLOWANCES ON REINSTATEMENT

1) When an employee who has been dismissed, removed or compulsorily retired from service is reinstated as a result of appeal or would have been so reinstated but for his retirement on superannuation while under suspension preceeding the dismissal, removal or compulsory retirement as the case may be, the Committee shall consider and make a specific order :-

a) with regard to the salary and allowances to be paid to the employee for the period of his absence from duty including the period of suspension proceeding his. dismissal, removal or compulsory retirement as the case may be; and

b) whether or not the said period shall be treated as the period spent on duty.

2) Where the Committee is of opinion that the employee who had been dismissed, removed or compulsorily retired from service has been fully exonerated, the employee shall be paid the full salary and allowances to which he would have been entitled had he not been dismissed, removed or compulsorily retired from service or suspended

prior to such dismissal, removal or compulsory retirement from service, as the case may be : Provided that where the Committee is of opinion that the termination of the proceedings instituted against the employee had been delayed due to reasons directly attributable to the employee, it may, after giving a reasonable opportunity to the employee to make representation, if any, made by the employee, direct, for reasons to be recorded by it in writing, that the employee shall be paid for the period of such delay only such proportion of the salary and allowance as it may determine.

3) The payment of allowance shall be subject to all other conditions under which such allowances are admissible and the proportion of the full salary and allowances determined under the proviso to sub-rule 48(2) shall not be less than the subsistence allowance and other admissible allowances.

DISCIPLINARY COMMITTEE

1) In case the employee wishes to appeal against the order of the Disciplinary Authority, the appeal shall be referred to a Disciplinary Committee. The Disciplinary Committee shall consist of the following:

a) The Chairman of the School Managing Committee or in his absence any member of the Committee, nominated by him.

b) The Manager of the school, and where the disciplinary proceedings is against him/her any other person of the Committee nominated by the Chairman.

c) A nominee of the Board appropriate authority. He/she shall act as an adviser.

d) The Head of the school, except where the disciplinary proceeding is against him/her, the Head of any other school nominated by the CBSE or Director of Education in case the Act so provides.

e) One teacher who is a member of SMC of the school nominated by the Chairman of the Committee.

2) The Disciplinary Committee shall carefully examine the findings of the Inquiry Officer reasons for imposing penalty recorded by the Disciplinary Authority and the representation by the employee and pass orders as it may deem fit.

Appendix III

CONTRACT OF SERVICE

An agreement made this.....day of..... two, thousand, andbetween

Mr./Mrs./Miss.....hereinafter called the teacher/employee of school the Party No.1 of the one part and the Governing Body of the school(hereinafter called the committee) the Party No.2 of the other part. The committee hereby agrees to employ the Party No.1 and the Party No.1 hereby agrees to serve as.....in the school on the following terms and conditions:

1. That Party No. 1's employment shall begin from the.....day of..... .He shall be employed in the first instance on probation for a period of one year/on temporary basis and shall be paid a monthly salary of

one

year/on temporary basis and shall be paid a monthly salary of

Rs in the scale of pay of Rs.....plus

allowances in accordance with the rates as prescribed by the State /Central Govt. from time to' time and applicable to his case. The period of probation may be extended by the

Governing Body for a further period not exceeding one year. The total probationary period shall in no case exceed two years.

2. If the work and conduct of the Party No.1 during the period of probation or extended period of probation is not found satisfactory, the services of Party No.1 are liable to be terminated without notice before the expiry of the period of probation. The sole judge of the satisfactory completion of the probation will be Governing Body of the school.

3. After satisfactory completion of his probationary period, the Party No.1 shall be confirmed

with effect from the expiry of the said period of probation or the extended period of probation.

4. Immediately on confirmation, the Party No.1 shall be entitled to the benefits of Contributory Provident Fund or G.P. Fund in case the scheme of pension exists in the school and shall be governed by the rules of that Fund as in force from time to time.

5. The Party No.1 shall be entitled to the benefit of Medical and other facilities as per school rules.

6. The Party No.1 shall during his service under this agreement be eligible, subject to the exigencies of the school, to such leave as is admissible under the Government rules from time to time in force, the leave is not claimable as a matter of right but may be granted at the discretion of the Governing Body of the school/ Principal of the School as per rules of the school in this regard.

7. The Party No.1 shall not leave the station without having first obtained the written permission of the authorised officer of the said school.

8. Unless the service of the Party No.1 is terminated as hereinafter provided, he shall continue in the employment of the school till he attains the age of superannuation as per State Govt. rules, when he shall retire, provided that the committee or any other person authorised by the committee in this behalf may retain his service for a further period as admissible according to rules of the State Education Department for such extensions if the Party' No.1 is fit for such extension and has no mental or physical incapacity which would disentitle him to get such extension. Provided further that the extension shall not exceed one year at a time.

9. On retirement or otherwise relinquishing the job, except in the case of resignation, after satisfactory completion of service as prescribed by the school Gratuity Rules, the Party No.1 shall be entitled to the benefit of Gratuity under the school rules as in force from time to time.

10. During the service under this AGREEMENT, the Party No.1 will be liable to disciplinary action in accordance with the Rules and Regulations framed by the school from time to time even with retrospective effect, for any act of insubordination, intemperance or other misconduct, or the commission of an act, which constitutes a criminal offence or of any breach of non performance of duties or any of the provisions of those present or of any rules pertaining to the conduct of the school. These rules will normally conform to the Govt. rules in this behalf.

11. If the Party No.1 is suspended from duty during investigation into any charge of his conduct mentioned in clause (10) above, he shall not be entitled to any pay during such period of suspension but shall be entitled to receive a subsistence allowance at such rate as may be decided by the committee generally from time to time or at a rate as may be deemed fit. The subsistence allowance shall conform to the Govt. rules normally.

12. If the Party No.1 is exonerated from the charge brought against him, he shall be reinstated in his post and shall be paid his salary for the period, if any, during which he was suspended and subsistence allowance already paid will be adjusted.

13. The Governing Body of the said school may terminate the service of the Party No.1 as provided in Rules 29 Chapter VII of the Affiliation Bye-laws of the Board by giving three months notice in writing in the case of confirmed employee or one month's notice in the case of temporary employee or by paying a sum equivalent to 3 months salary or one months salary, which the Party No.1 is then drawing. Similarly if the Party No.1 wants to relinquish his job, he shall be required to give three months notice in writing if he is permanent or one months notice in writing if he is temporary or deposit three months/one month salary, as he case may be in lieu thereof.

14. The Party No.1 will apply himself honestly, diligently and efficiently under the orders and instructions of the Governing Body/Principal under whom he shall be placed as teacher / employee in the school and he shall discharge all duties pertaining to that office and/or which are necessary to be done in his capacity as aforesaid and will make himself in all respects, generally as useful as may be required of him and shall always act in paramount interest of the institution.

15. The Party No.1 will conform to all the rules and regulations in force in the school and shall carry out all such orders and directions as he shall, from time to time, receive from the Governing Body / Principal or any of the authorised member of the staff.

16. The Party No.1 shall not apply or appear for interview etc. for any job outside the school without the prior written permission of the authorised officer of the school. If he has already applied before joining this school, it will be his duty to inform the Principal at the time of appointment and seek his written permission, if he is required to appear for interview later on.

17. The Party No.1 shall devote his whole time to duties assigned and shall not on his own account or otherwise directly or indirectly carry on or be concerned in any trade or business whatsoever which is likely to interfere with the due and efficient discharge of his school duties under this agreement or to be otherwise prejudicial to the interest of the school.

18. The Party No.1 will not on any pretence absent himself from duties without first having obtained the permission of the Principal or in the case of sickness or accident, without forwarding a medical certificate to the satisfaction of the Principal.

19. The committee and the Party No.1 agree that any dispute arising out of or relating to this contract including any disciplinary action leading to the dismissal or removal from service or reduction in rank etc. shall be referred for arbitration of any person to be nominated by the Chairman of Society running the School and if the arbitrator fails or neglects to act or becomes incapacitated, the Chairman of the society shall nominate any other person to. fill the vacancy of arbitrator.

In witness whereof the parties hereto set their hands this' day, month and year first above written.

Signed in the presence of:

1. _____ Party No. I

2. _____ Party No. II

Powers and Functions of the School Management

Committee;-

1. Subject to overall control of the Society/Trust/# Company Registered under section 25 of the Companies Act, 1956 the School Managing Committee shall have the following powers/functions:

i) It shall have the power to supervise the activities of the school for its smooth functioning.

ii) It will work according to the specific directions given by the Society regarding admission policy. However, admissions will be made as per merit without discretion of caste/creed/religion and region.

iii) It shall look into the welfare of the teachers and employees of the school.

iv) It shall evolve both short-term and long-term programmes for the improvement of the school.

v) It shall have the powers for making appointment of teachers and non-teaching staff.

vi) It shall exercise financial powers beyond those delegated to the principal within the budgetary provision of the school.

vii) It shall have the power to take stock of academic programmes and progress of the school without jeopardising the academic freedom of Principal.

viii) It shall guide the Principal to maintain tone and discipline in the school.

ix) It shall ensure that the norms given in the Act of the State and by the CBSE regarding terms and conditions of service and other rules governing recognition/affiliation of the school are strictly adhered to.

x) It should ensure that the school gets Furniture, Science equipment, Library books and other teaching aids and the requisite sports material in adequate quantity and on time.

xi) It shall exercise powers to take disciplinary action against staff.

xii) It shall have powers to sanction leave to the Head of the Institution including casual leave.

xiii) It shall ensure that no financial irregularity is committed or any irregular procedure with regard to admission/examinations is adopted.

xiv) It shall have the power to propose to the Society rates of tuition fees and other annual charges and also review the budget of the school presented by the Principal for forwarding the same to Society for approval.

xv) The Managing Committee will meet at least twice in an academic session.

Manager/Correspondent of the School-Duties, Powers and Responsibilities;-

i) The Manager / Correspondent will be an important and necessary link between the Trust / Society and the school.

ii) He should ensure that the directions from the Society are conveyed to the School Managing Committee and to the Head of the Institution properly.

iii) He will exercise general supervision over the school, subject to the control of the Managing Committee.

iv) He shall exercise such financial powers as are prescribed in the Scheme of

Management and delegated to him.

v) He shall sign on the appointment letters, letters for disciplinary action against the staff and termination, and suspension letters etc. on behalf of the Managing Committee.

vi) He shall not interfere with the Head of the school in discharge of his responsibilities and duties.

vii) All letters concerning affiliation/recognition shall be countersigned by him.

Head of the School- Duties, Powers and Responsibilities

i) Head of the School/Principal will be the ex-officio. Honorary Secretary of the School Managing Committee.

ii) Will function as, the Head of the office of the school under his charge and carry out all administrative duties required of a head of office.

iii) Be the drawing and disbursing officer for the employees of the school except that in the case of an unaided school, he may perform only such function, as drawing and disbursing officer as may be specified in the instructions issued by the Society.

iv) Be responsible for the proper maintenance of accounts of the school, school records, service books of teachers, and such other registers, returns and statistics as may be specified by the Society/Board.

v) Handle official correspondence relating to the school and furnish, within the specified dates, the returns and information required by the State

Government/Board.

vi) Make all payments (including salaries and allowances of teachers and other nonteaching staff) in time and according to the instructions governing such payment.

vii) Ensure that the tuition fees, as levied, are realised and appropriately accounted for and duly appropriated for the purpose for which they were levied.

viii) Make purchases of stores and other materials required for the school in accordance with the rules governing such purchases and enter all such stores in stock register and shall scrutinize the bills and make payments.

ix) Conduct physical verification of school property and stock at least once a year and ensure the maintenance of stock registers neatly and accurately.

x) Be responsible for proper utilization of the Pupils Fund.

xi) Make satisfactory arrangements for the supply of good drinking water and provide other facilities for the pupils and ensure that the school building, its fixtures and furniture, office equipment, lavatories, play grounds, school garden and other properties are properly and carefully maintained.

xii) Supervise, guide and control the work of the teaching and non-teaching staff of the school.

xiii) Be incharge of admission in the school, preparation of school timetable, allocation of duties and teaching load to the teachers, and shall provide necessary facilities to the teachers in the discharge of their duties and conduct of school examination in accordance with the instructions issued by the Government /Board from time to time; and he shall discharge these duties in consultation with his colleagues.

xiv) Plan the year's academic work in advance in consultation with his colleagues and hold staff meeting at least once a month, review the work done during the month and assess the progress of the pupils.

xv) Help and guide the teachers to promote their professional growth and actively encourage their participation in courses designed for in service education.

xvi) Promote the initiative of the teachers for self-improvement and encourage them to undertake experiments which are educationally sound.

xvii) Supervise class room teaching and secure co-operation and coordination amongst teachers of the same subject areas as well as inter subject coordination.

xviii) Arrange for special remedial teaching of the children belonging to the weaker sections of the community also of other children who need such remedial teaching.

xix) Arrange for informal and non-class room teaching.

xx) Plan and specify a regular time-table for the scrutiny of pupils written work and home assignment and ensure that the assessment and corrections are carried out timely and effectively.

xxi) Make necessary arrangement for organising special instructions for the pupils according to their needs.


xxii) Organise and coordinate various co-curricular activities through the house system or in such other effective ways as he may think fit.

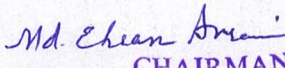
xxiii) Develop and organise the library resources and reading facilities in the school and ensure that the pupils and teachers have access to and use of books and journals of established value and usefulness.

xxiv) Send regularly the progress reports of the students to their parents or guardians.

xxv) Promote the physical well being of the pupil, ensure high standard of cleanliness and health habits, and arrange periodical medical examinations of the students and send medical reports to parents or guardians.

xxvi) Devote at least twelve periods in a week to teaching of the pupils.


PRINCIPAL
Misbah English Medium School
At: Tangarani, Po: Jhumpura, Keonjhar


CHAIRMAN
MISBAH ENGLISH MEDIUM SCHOOL
Tangarani, Jhumpura, Keonjhar Sadar