

**GENERAL RULES, SERVICE
RULES & CODE OF
CONDUCT**

FOR THE EMPLOYEES OF EDUCATIONAL INSTITUTIONS

Established & Managed by

SARYUDEVI WELFARE SOCIETY

(SANSKRITI PUBLIC SCHOOL, KARERA)

(Effective from 13th April 2010)

April - 2010

Sanskriti Public School, Karera

Distt- Shivpuri (M.P.)

MESSAGE

My dear Teachers You all are engaged in moulding the future of our nation. Educational institutions have a set of principles, guidelines and rules for their smooth functioning. The staff of the school fulfill an important mission entrusted to them which shall be discharged with sincerity and commitment. The publication of the general rules, employees' service rules and code of conduct of the educational institutions of the Sanskriti Public School, Karera will be a guide book for the employees. The rules and guidelines will help you to serve the institutions with a clear vision and purpose for forming better future generation. I hope and pray that your service in the school shall be edifying and exemplary.

Mr. Gopal sharan Goyal President Saryudevi welfare society

LETTER OF NOTIFICATION

I do hereby notify the General Rules, Service Rules & Code of Conduct for the employees of Sanskriti Public School, Karera of the Saryudevi welfare society which was approved by the Governing Body of the Saryudevi welfare society. It shall come into effect from April 2010 and shall be applicable to all the employees of Sanskriti Public School, Karera .

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INTRODUCTION SCOPE AND DEFINITION

The Revised By-laws and General Rules, Employees' service Rules & Code of Conduct for the Educational Institutions of the Saryudevi Welfare Society (Reg. No.02/41/03/13576/10 dated 13.04.2010) shall come into force from 13th April 2010 and shall be applicable and binding to all the administrative staff, all the employees and the students of all the educational institutions run by the Saryudevi Welfare Society (Sanskriti Public School, Karera) and will have force to supersede any previous rules or practices governing the services of teaching, non-teaching and maintenance staff of each and every school established and managed by the Saryudevi Welfare Society.

b. All the conditions, even though not mentioned in the individual contract for the employment letter, which are mentioned herein shall be automatically applicable for all the employees.

c. Besides these service rules or the contract of employment or any other law currently in force of the institutions shall be applicable to the management, employees and students.

d. As situations and circumstances change, these rules and conditions of service may be suitably amended and modified by the governing body of the Saryudevi Welfare Society. Such amendments and modifications shall become binding on all employees when communicated to them, through notification on the notice board or through official circular(s).

e. The education policy, administrative structures, service rules and code of conduct for the staff, instructions for parents and students, laid down in this document are applicable to all the educational institutions managed by the Saryudevi Welfare Society.

f. In case of any confusion or conflict in the interpretation of these, the interpretation of the President, Saryudevi Welfare Society shall be final and binding.

g. The Sanskriti Public School, Karera shall mean and include the territory comprising the area as determined by the management subject to any future curtailment or addition of area made in accordance with the decisions of the Saryudevi Welfare Society over which the president , as herein

defined, has ordinary ecclesiastical jurisdiction. The present area of operation is in the Districts of Shivpuri of Madhya Pradesh State.

h. The President shall mean the Head, for the time being, appointed in accordance with the rules a member of the society for the time being appointed in his place.

i. The Head of the institution means the Principal/Head master/Headmistress to whom the employees report.

j. The Educational Director shall mean the one who is appointed by the president and who shall assist the administration of the Educational Institutions of Saryudevi Welfare Society (Sanskriti Public School, Karera).

k. The Education Committee shall mean the members appointed by president to assist the School Manager and the principal in coordinating the educational activities of the school.

l. Educational Institution shall mean Higher/Senior Secondary School, High School, Primary School, Kindergarten, Nurseries, Boarding, Hostel, Technical institution, Vocational and Training School, Special School for physically and mentally challenged or any other educational activities undertaken by the Society.

m. What is said of the male employees shall apply also to the female employees unless repugnant to or inconsistent with the text or the context.

n. The expression 'habitual' means being guilty of omission or commission of an act for a minimum of three times a month.

EMPLOYEES' SERVICE RULES & CODE OF CONDUCT

(For Educational Institutions Established & Managed by Saryudevi Welfare Society)

1. PRELIMINARY

a. These rules shall be called service rules & code of conduct of employees.

b. These rules will come into operation with effect from 13th April 2010 as resolved and notified by the Governing Body of Saryudevi Welfare Society and will have force to supersede any previous rules or practices governing the services of teaching and non-teaching employees of school established and managed by the Saryudevi Welfare Society.

c. These service rules are not exhaustive and may be modified again by the Management as found necessary from time to time. Such modifications will come into effect from the date of notification. Such modifications in rules and regulations shall apply immediately to all employees of the school superseding the rules and regulations in force at the time of appointment.

d. All employees, by their work and conduct, shall further the aims and objectives for which the school has been established and is maintained by the E Coal Shiksha Samiti. These service rules are applicable to all the employees of the schools of the Saryudevi Welfare Society irrespective of their date of appointment and may be amended & modified from time to time thereafter. In case of persons appointed on honoraria, or on part time basis, or on contract, the applicability of these rules shall be subject to such special terms and conditions as may be decided by the Management from time to time.

2. DEFINITIONS In these rules, unless context otherwise requires:

- a. 'Society' means the Saryudevi Welfare Society
- b. 'School Managing Committee' means the committee entrusted with the management of affairs of the school, set up in accordance with Memorandum and Articles of the Saryudevi Welfare Society.
- c. 'School' means any school/educational institution run by the management of Saryudevi Welfare Society,
- d. 'Manager' means the person appointed by the Principal for the administration & management of the school.
- e. 'Principal' means the head of the institution who is appointed by president of the society and who is responsible for the day to day administration of the school. Is the 'Appointing Authority' too means principal empowered by the Society to make appointments according to the needs of the institution from time to time.
- f. 'Employer' means the management of Saryudevi Welfare Society.
- i. 'Employees' mean all persons working as teaching and supporting (office and maintenance) staff, who are in the employment of the school.
- j. 'Habitual' means being guilty of omission or commission of an act for a minimum of three times a month.
- k. 'Salary' means basic pay and all allowances, except where otherwise defined.
- l. 'Disciplinary Authority' means the Appointing Authority or any other authority empowered by the Saryudevi Welfare Society and competent to impose any of the penalties, disciplinary actions as per the rules.

3. CLASSIFICATION OF EMPLOYEES

Employees shall be classified as:

- a. **Casual:** Employee means an employee who is employed on a day to day basis for the work of an occasional or casual nature.
- b. **Visiting/Guest:** Employee means an employee who is employed to do work for less than the normal period of working hours. He shall be entitled to benefits only as specified in writing in his letter of appointment.
- c. **Temporary:** (Ad hoc) Employee means an employee, who has been appointed for a limited period of time: i. In work which is essentially of a temporary nature ii. To fill a temporary vacancy in a permanent post iii. To cope with a temporary increase in work iv. To fill leave vacancy v. For any other reason. A temporary employee shall be entitled only to benefits as specified in the terms of employment.
- d. **Probationer:** Means an employee who is presently employed to fill a permanent vacancy or post and has not been confined by the school.

e. **On Contract:** After the successful completion of 2 years of probation period the employee can be confirmed or appointed for 3 years or more than 3 years and the employee will be benefited with all the allowances applicable to a permanent employee or appointed for a period with mutual contract agreement and with a consolidated pay.

f. **Permanent:** Permanent employee means an employee who has been appointed against a permanent post and has completed the period of probation or extended probation satisfactorily and has been confined in writing by the competent authority as a permanent employee or at the end of the contract employment of three years.

4. **EMPLOYMENT**

a. **Procedure for Permanent Appointments** No person shall be deemed to be in the regular employment (permanent) of the school unless and until he has received a letter or appointment duly signed by the competent authority of Saryudevi Welfare Society (President and Principal). For every such appointment the candidate shall furnish a written application along with full bio-data and attested copies of his certificates, testimonials, and a character certificate from a responsible person for confirmation.

b. **Appointments** Every employee, other than casual employees, shall be engaged by a letter of appointment before taking up his/her post. The letter shall be signed by the competent authority. The letter of appointment shall state clearly the type of appointment offered namely, probation, temporary, contract, visiting/guest or against a leave vacancy. In every case the letter of appointment shall describe the joining date, salary and emoluments, the term for which employment is offered and the manner of termination of the employment and other service commitments. The employee shall sign a copy of the appointment letter as a token of acceptance. These will be retained by the school concerned. Thereafter, the letter shall be a valid contract.

i. **Probation:** All persons appointed to posts in the school shall be on Probation initially for a period of 2 years (10+10 months) from the date of such appointment. The period of probation may be further extended by such periods at the sole discretion of the management, on the basis of the performance of the employee, provided that the total period of probation shall not exceed three years. At any time during the period of probation, including extension thereof, if any, or at the end of such periods, if in the opinion of the Management an employee's work or conduct has not been satisfactory, his service may be terminated by one month's notice or payment of one month's pay in lieu of notice, and without assigning any reason. No appeal shall lie against such termination.

ii. **Confirmation:** On satisfactory completion of the period of probation, including extensions thereof, if any, a written communication will be issued to the employee to the effect that the period of probation has been satisfactorily completed and that his/her services can be confirmed/extended on contract basis for 3 years. After entering to contract and its confirmation on writing such employee would also become eligible for all the benefits and allowances as available to permanent employees of the school according to the rules on the subject. Other employees in contract enjoys only what is mentioned in the contract agreement. All employees will be required to submit correct and complete details of the personal data form prior to being appointed and would be liable to disciplinary action if a material omission (in the school's opinion) is discovered therein at any time. Selected employees would be required to join duty within a specified date, failing which the offer of appointment would stand withdrawn.

iii. Termination: After confirmation, the services of the employee are liable to be terminated upon 3 months' written notice on either side or payment of salary in lieu thereof, in terms of the permanent, confirmed employment.

iv. Promotion: For the purpose of promotion to a higher grade within the school, an employee's seniority shall not confer upon him a right to promotion. The eligibility of an employee for promotion shall be determined primarily with reference to the performance, merit, confidential report and availability of vacancy in the higher grade. An employee who is promoted to a higher grade shall be placed on probation on the new post for a period of 6 months which is liable to further extension for a period of 6 months at the discretion of the Management. If during or at the end of probation, the services of the promoted employee are not found satisfactory, he shall be reverted back to the post he was holding before promotion and shall draw the same salary he was drawing before promotion. All additional benefits/allowances granted to the promoted employee shall also stand withdrawn automatically.

v. Temporary Appointment: If persons of requisite qualifications are not available, a temporary appointment may be made to carry on the work of the school till such time when either a qualified hand is obtained or as the Management may so desire. If an untrained person is appointed he/she will be required to complete the training within a period of 1 years. This rule may be relaxed by the Management, in view of satisfactory work, on the recommendation of the Head of the institution. All new appointments are given on a temporary basis.

vi. Other Appointments: All appointments are to be authorized by the Management. All appointments, other than teaching and clerical staff, shall be made by the Head of the institution and they shall be liable to termination by the Head of the institution in accordance with the rules applicable.

vii. Transfer: An employee shall be liable to be transferred from one section to another or from one school of the Society to any of the affiliated and related school of the Society with same pay depending on the need and exigencies. An employee shall also be liable to be transferred from one job to another similar job, provided his emoluments are not adversely affected. The employee shall not be entitled to claim any extra remuneration or any other benefit whatsoever on such transfer.

viii. Age: An employee must declare at the time of his/her appointment his/her date of birth according to the christian era and produce documentary evidence such as birth certificate, matriculation or school leaving certificate or such other evidence as may be acceptable to the Management. The date of birth of an employee once entered in the record of the school shall be the sole evidence of his/her age in relation to all matters pertaining to his/her service.

ix. Retirement: An employee shall retire on completion of 60 years. The School in its discretion may reappoint him/her for further service depending upon the health and performance of the employee.

x. Abandonment of Service: An employee, who overstays leave originally granted or subsequently extended or remains absent from duty continuously for a period of 7 consecutive days without any prior sanction of leave, shall be deemed to have abandoned the service in the school of his own accord and accordingly, his name shall be removed from rolls of the school. However, before removing the name of an employee, the employee shall be given due opportunity to explain his/her position regarding the unauthorized absence.

The following procedure will be followed in all cases of abandonment of service:

Follow Whenever the unauthorized absence of an employee comes to notice, a communication will be addressed to him/her to rejoin duty within a specified time i.e. 3 days.

F This will be followed up at intervals of not less than seven working days each, by two more communications asking the employee to rejoin duty (if he/she has not reported by then).

F The second and third communication should clearly indicate that besides amounting to misconduct, unauthorized absence will lead to a loss of lien on his/her employment and he/she will be deemed to have voluntarily abandoned the services in the school.

F If an employee admits the factum of unauthorized absence and/or fails to join duty and submits an explanation regarding his unauthorized absence even after receipt of three communications, it shall be deemed that the employee has voluntarily abandoned the services of the school and accordingly his name shall be removed from the rolls of the school.

F If an employee submits any explanation in response to the communications, vide which he disputes the factum of unauthorized absence and/or justifies the absence, and if the explanation is found to be unsatisfactory further action shall be taken only after holding a domestic inquiry on this behalf.

5. OFFICE STAFF (Non-Teaching Staff)

a. Office Staff Supporting staff includes office and maintenance staff. The school office remains open every day of the academic year and the office staff is on duty, except on prescribed public gazette holidays. Office staff employees are entitled for the leaves decided by the management in a year.

b. Clerical Staff (UDC) A person is appointed to assist in office work as per requirement. Clerical staff, either UDC or LDC have the following responsibilities:

i. To organize the school office works efficiently and effectively in his/her capacity as the in-charge of the school office.

ii. To maintain all files and correspondence records and carry out all clerical duties.

iii. To maintain all school ledgers and financial documents.

iv. To maintain all school accounts and relevant files.

v. To collect all school fees and entrust to the person concerned on the same day or the next day or deposit the amount in the school's bank account in his/her absence. He/she prepares all documents connected with the collection and accounting of school fees.

vi. To prepare fees summaries and monthly fee reconciliation statement.

vii. To keep an account of school staff.

viii. To maintain school office, Principal's office, office stores and equipments.

ix. To maintain scholar register the service books, staff attendance register, acquaintance register, etc.

x. To carry out all tasks allotted by the Principal.

xi. To supervise the work of office staff, LDC, persons and other workers and ensure that they carry out their respective duties as per the direction of the Principal.

xii. He/she is a non-vacation staff and has an eight hour duty even on holidays and should be available after school hours and even on holidays other than prescribed gazette holidays.

xiii. He / she shall keep confidentiality of the office records. In general he/she will be responsible to assist the Manager, Principal, Vice-Principal and Head Master/Head Mistress/Section in-charge in carrying out administrative duties of the school.

c. LDC He/ she may be appointed as per needs of the institution. The LDC will carry out all clerical duties in the school as assigned by the Principal. He will hold all such stores in his charge, as required and ordered by the Principal. In the event of the absence of the UDC, he will officiate in his post and discharge all duties in addition to his own duties. He is a non-vacation staff and has an eight hour duty even on holidays and should be available after school hours and even on holidays other than prescribed gazette holidays. In general he will be responsible to assist the Manager, Principal, Vice-Principal and Head Master/Head Mistress in carrying out administrative duties of the school. He/she shall keep confidentiality of the office records.

d. The Librarian

i. The Librarian should be, first and foremost, courteous and helpful.

ii. He/she should ensure that there are adequate seating arrangements in the library and enough light for reading.

iii. He/she should maintain proper records for all the books received in the library in the accession register.

iv. He/she should see that all the books are allotted accession numbers and class numbers. They should be stamped with a school and library seal on the decided pages.

v. He/she should prepare the catalogue cards required for a particular book and properly file in the catalogue cabin.

vi. He/she should arrange all the books properly in the library and display at a height convenient to the readers.

vii. He/she should issue and receive back books from the readers according to the system followed in the library.

viii. He/she should see that no books are lost or stolen from the library or hampered with. If books are lost or damaged, he/she is liable to make good the loss/damage.

ix. He/she should ensure that complete silence is maintained in the library.

x. He/she should provide reference service for the readers.

- xi. He/she should attend book fairs and read book reviews so as to recommend and selects books suitable for the school children and thus build up the library.
- xii. He/she should recommend purchase of adequate books for the library for the reading interest of different age groups of children.
- xiii. He/she should give students the basic information of book retrieved from the bookshelves or catalogue cabinet.
- xiv. He/she is non-vacation staff and has an eight hour duty even on holidays and should be available after school hours and even on holidays other than prescribed gazette holidays.
- xv. He/ she may be assigned other duties by the Principal/Head Master/Head Mistress as need arises other than Library works.

6. MAINTENANCE STAFF (Class IV-Employees)

All the class IV employees shall be appointed for a period less than 240 days in the first instance, after which they shall be confirmed in their service or terminated without assigning any reason. If the service of the employee is not satisfactory to the management, he may be terminated even before the expiry of the said period, by giving one month's notice or one month's salary in lieu thereof.

The school office remains open every day of the prescribed academic year and the staff is to be on duty except on public gazette holidays.

They will have an eight hour duty and should be available after school hours and even on holidays in case of need other than prescribed gazette holidays.

If the work is not completed at any given time, the employees shall put in extra time to complete the work without claiming extra wages.

The head of the institution will assign the duties and the hours of duty of the class IV employees.

Every employee shall put in a minimum eight hour work daily. The principal may assign any additional duty to any staff members as deemed fit.

The holidays for maintenance staff will be as decided by the management or at the time of appointment

a. **Peon** He will work as messenger or office boy for the Principal/Head Master/Head Mistress and school office. He will carry out all tasks befitting a peon, assigned to him by the Principal/Head Master/Head Mistress including running errands for school work and delivering hand post and carrying of documents as ordered by the Principal/Head Master/Head Mistress cleaning, dusting, arranging for functions and school assembly, supplying drinking water etc. He shall carry out any other task assigned to him by the Principal/Head Master/Head Mistress.

b. **Watchman** The watchman will be responsible to look after the property of the school. His duties will be as under:

- i. To ensure that all rooms have been locked properly and keys are deposited with the Principal.

ii. To ensure that nothing belonging to the school, teachers or students that has been left behind is stolen. He will report to the Principal if any items of school property or that of any student or teacher has been found outside. He will keep such things in his custody till the next day. He should hand over the articles to the Principal the next day.

iii. To lock the main gate.

iv. To keep a watch on the school premises during the night and report to the neighboring units if any untoward incident takes place.

v. To carry out any other task assigned to him by the Principal.

vi. To see all lights and fans are switched off.

vii. To keep record of incoming and outgoing things , students and visitors in register.

c. **Gardener** The gardener will ensure the upkeep of school lawns and garden. He will plant seasonal flowers well in time after obtaining the approval of the Principal. He will keep the lawns and hedges trimmed at all times. On horticultural matters, he will carry out the instructions of the administrating officer.

d. **Sweeper** The sweepers will ensure that all buildings including the administration block, the lavatories and playgrounds, school premises are cleaned every day, and all other duties assigned by the Principal or the supervisors. The administrating officer will assign duties to the sweepers. A duty chart will help to maintain cleaners: - Office daily - Staff room, class room, varandha, courtyard daily - Drainage twice in a week - Lavatory daily - Lab and Library hall twice in a week.

7. ATTENDANCE AT THE PLACE OF WORK

a. Every employee shall report for work at the assigned place of work and at the notified time for the commencement of his duty. He shall record each day the time of reporting and departure from the place of work.

b. Every employee shall reach the school punctually and sign the attendance register on arrival before the commencement of work in the school and also sign at the time of departure.

c. An employee who has not signed the attendance register is liable to be considered absent from the duty for that day.

d. An employee, who is found absent from his proper place of work during the working hours, without the permission of the person in-charge of the department/section, shall be liable to be treated as absent for the period he is away from his place or work and will not have earned salary for the period of absence. In addition he will be liable to disciplinary action.

e. If an employee reports late for duty either at the commencement of his working hours or after recess three times during any calendar month, he will forfeit one day's casual or one day's salary in lieu of leave, if he has no leave at his credit. Moreover, the delinquent employee may be subjected to disciplinary action. For the first late coming, by verbal warning; for the second, written warning; and for the third, deduction of one day's salary and for the fourth and more, he shall be subjected to disciplinary action.

f. No employee shall entertain visitors at his duty place without the required permission of Principal.

g. An employee, who has been granted leave, laid off, discharged, dismissed or has resigned or is not working for any reason, shall leave the premises of the institution forthwith unless he is required by the Management to stay back. If any employee is in occupation of any residential premises of the school/society (leased or owned), within 7 days from the termination of his employment in the school, the employee shall hand over to the school the vacant possession of the premises, failing which the school shall have the right to recover possession of the premises by any process of eviction considered appropriate according to the circumstances.

8. LATE ATTENDANCE Late coming, in the employees' attendance register, shall be marked in red ink by the Principal. Three late attendances shall be counted as one casual leave. If casual leaves are over it will be counted as leave without pay. Non availability of the transport will not be considered as cause of late.

9. PENALTY FOR UNAUTHORIZED ABSENCE If employees, acting individually or in concert, absent themselves from work, or being present at the work spot but refuse to work, each one of them shall be liable to a deduction from his salary of an amount equal to his remuneration for 3 days.

10. NO WORK-NO PAY In all cases of absence from duty without leave or permission or where an employee fails to discharge his duties, the principle of "No Work - No Pay" shall apply.

11. UNAUTHORIZED POSSESSION OF SCHOOL PROPERTY

a. Before leaving the service of the school an employee shall return to the school in good order and condition all property or equipment including documents, papers, and files belonging to the school or relating to its business. The cost of any equipment or property not safely returned shall be deductible from the employee's salary or other amounts due to him on any account or shall be recoverable otherwise, and the employee shall be responsible for all costs and consequences thereof.

b. Every employee shall take sufficient care of the property, furniture, cash, etc. of the school and shall take all reasonable precautions to safeguard them against accident, damage or loss. Where damage or loss is attributed to negligence, mishandling or misuse on the part of an employee, such an employee shall be liable to disciplinary action and/or any other action as may be deemed fit by the Management. Besides, the Management shall be entitled to recover the value of such breakage, damage or loss from the employee.

c. Employee should promptly report any occurrence or defect or likely occurrence or defect, which might endanger lives of persons in the school or might result in damage to the property of the school or that of any others.

d. No Employee, unless officially required to do so, shall bring into the school any goods, equipment, implements, materials, etc. which are used in the school. Any employee found in unauthorized possession of any goods-equipment, implements, articles, materials etc. in the use of school or kept in stock in the school and are not normally carried by any person, will be deemed to have come into possession of such goods by improper means, the Management may confiscate such goods, etc. and such unauthorized possession may attract disciplinary as well as any other action deemed fit by the Management.

12. CODE OF CONDUCT All teachers/employees are expected to be exemplary in their public and private life. Their loyalty, sense of dedication and integrity of character at all time should be an inspiration to youth committed to their care. Further an institution under the Saryudevi Welfare Society institution, established, managed and administered by the Society, an employee shall not act in a manner which might in any way be disrespectful, harmful, or otherwise damaging the principles, faith and interests followed and revered by the Management of the institution.

Every teacher/employee shall be governed by the following code of conduct:

a. Every employee shall

- i. Be courteous and considerate to teachers, students, visitors, public and show proper respect to superiors and co-workers.
- ii. Maintain a high standard of work and conduct. The employee shall be loyal to the institution and observe diligently all its rules and regulations and such modifications thereof as may be made.
- iii. carry out the work assigned to him/her by the Head of the institution conscientiously, faithfully and diligently in accordance with specific or general instructions of his superiors and shall maintain discipline at all times in the department or work places of the institution. He shall co-operate with his superiors and co-employees.
- iv. Accept any work allotted to him by the Management besides main routine work allotted to the particular post held by the employee, keeping in mind the particular nature of activity of the institution.
- v. always be neatly dressed while on duty and shall keep work places clean at all times to maintain the cleanliness of the institution.
- vi. wear the uniform if provided, while on duty. Those not wearing them are liable to be sent out and marked absent besides rendering themselves liable to disciplinary action.
- vii. take proper care of machines, tools, materials, equipments, furniture and other property of the institution.
- viii. promptly report any injury sustained in the course of their work.
- ix. promptly report any accident or hazard noticed by them inside the premises of the school.
- x. bond to keep professional secrecy.

b. No employee shall

- i. knowingly or wilfully neglect his/her duties.
- ii. misuse or carelessly use the material and facilities provided by the institution.
- iii. not communicate directly or indirectly any official document or information to any other person to whom he is not authorized to communicate, such document or information except in accordance with any general or special order of the competent authority in the performance of the duties assigned to him. Further, no employee of the institution shall address, communicate or meet the Educational

Director or higher authority for official purpose without the written permission of the Principal/Manager.

iv. give to the press, radio or any general news media any comments, talk, news or articles relating to the institution without the prior written permission of the Management.

v. tamper with the records or notices of the institution.

vi. disturb the peaceful atmosphere in the institution by demonstrating, shouting, loud talk or horse-play or indulge in any act prejudicial to the interests of teaching or peaceful working of the institution.

vii. indulge in quarrels, abuses, fights, violence or any other disorderly or indecent behaviour in the premises of the institution or even outside.

viii. Hold any meeting, affix or distribute any hand bills, notices, leaflets, booklets, pamphlets, posters or make a collection of money in any manner in the premises of the institution without prior written permission of the Management

x. Disfigure or damage or write on walls of the institution.

x. Interfere with other employees' work, disturb them or cause annoyance to them at work.

xi. Eat, chew pan parag or smoke in the passages or departments of the institution.

xii. Drink liquor or other intoxicants, or shall have in his possession firearms, weapons or any other article detrimental to the security of the institution or persons.

xiii. Stand for election to local bodies or participate in any political activities without prior written permission of the Management.

xiv. without the previous written sanction of the competent authority, undertake any employment or accept any job of a remunerative character from any source other than the school; or give private tuition to any student or other person or engage in any business.

xv. prepare or publish any book or books, commonly known as keys, or assist, whether directly or indirectly in their publication.

xvi. enter into any monetary transaction with any student or parents, nor shall exploit his/her influence for personal ends; nor shall conduct his/her personal matters in such a manner that he/she has to incur a debt beyond the means to repay.

xvii. accept, or permit any member of his/her family or any other person acting on his/her behalf to accept, any gift from student, parent or any person with whom he/she has come into contact by virtue of the position in the school.

xviii. undertake private tuitions to the students of the same institution or any other institution without the prior permission of the Principal/Head of the Institution. It is a punishable offence.

c. **Obligation** A person, who chooses teaching as a career assumes the obligation to conduct himself at all times in accordance with the highest standards of the teaching profession, aiming at quality and excellence in his work and conduct, setting an example which will command the respect of the pupils, the parents and his colleagues. Teaching, in its true sense, is not mere instruction but formation. The

teacher's duty is not merely to communicate knowledge in specific subjects but also to help children grow to their fullest stature, develop suitable attitudes and unfold their personality. In this responsible task what matters most is the personal example of the teacher.

d. No teacher shall

- i. knowingly and wilfully neglect his duties.
- ii. discriminate against any student on the ground of religion, caste, creed, language, place of origin, social and cultural background or any other ground.
- iii. indulge in, or encourage, any form of malpractice connected with examinations or any other school activity.
- iv. be negligent in correcting class work or home work done by students, examination scripts and maintenance of the relevant registers.
- v. inflict corporal punishment on a student.
- vi. while being present in the school, absent himself (except with the previous permission of the Head of the school) from the class which he is required to attend.
- vii. bring or use mobile phone in the school campus during the school hours.
- viii. leak out the marks or the result of the examination/tests.
- ix. take outsiders to the staff rooms and other premises of the institutions without obtaining prior permission from Principal.
- x. take students for picnics/tours, party, etc. without the permission of the Head of the institution.
- xi. be absent from the duties without prior permission and laziness will be considered as dereliction of the duty.

e. Every teacher shall

- i. be regular and punctual in respect of one's duty, be it academic or otherwise, in all matters pertaining to the school, which shall be assigned to him by the Head of the school or his nominee.
- ii. conform to the wishes of the Principal desiring extra hours of work after the daily schedule, when necessity so demands even in holidays.
- iii. comply with school working hours.
- iv. along with his letter applying for leave, assign written work for each of his teaching classes so that his students are kept sufficiently occupied.
- v. in the absence of a teacher, conform to the 'Replacement Time Table as drawn up by the Head of the school or his nominee.
- vi. proceed to the class as the prescribed time in institution and move the children to the assembly in disciplined and dignified manner and participate in the assembly.

- vii. Enter the class assigned to him/her at the correct time and do genuine and sincere work. For this, prior preparation is indispensable. Teachers shall not leave the class before the closing bell.
 - viii. devote the whole period entrusted to him/her to the teaching of the subject matter given to him/her & not to use teacher's chair and no other work of any kind, whatsoever, shall be under taken during the period without the special permission of the Head of the institution.
 - ix. carry out duties entrusted to him/her including co- curricular activities of the institutions such as supervision of physical exercise, parades, cultural and ceremonial functions, etc.
 - x. the evaluation of the answer papers of all the examinations and test shall be conducted only in the school if you want to take home it should be with the principal's permission only
 - xi. prepare and submit the teachers' dairy on the scheduled day at the specified time to the Head of the institution.
 - xii. it is obligatory for class teacher to maintain the attendance register, mark sheet, progress card, leave applications, etc. as directed by the Head of the institution.
 - xiii. the class teacher will be responsible for the discipline of his/her class entrusted by the Head of the institution.
- f. An employee, with the prior written permission of the constituted authority of the school, may
- i. take up higher studies, training or appear at any examination to improve his qualification after 2 years of continous service in the school. It will be permitted only for two persons on seniority basis in a year.
 - ii. become or continue to be a member of any literary, scientific or professional organization.
 - iii. make any representation for the redresses of any bone-fide grievance, subject to the condition that such representation is not made in any rude or indecorous language.

13. LEAVE RULES

a. Leave means authorized absence from duty. In case of the ordinary leave the head of the institution is the leave sanctioning authority, Leave cannot be claimed as a right but it would depend upon the exigencies of work. Though it is a privilege, it can be refused by the sanctioning authority on reasonable grounds keeping in mind the welfare of the institution, ie. there is a limit beyond which depletion of staff cannot be permitted. Leave of any kind must be asked for in writing and got sanctioned, before it is availed of.

Such sanction can not be assumed or taken for granted.

- i. When exigencies of service demand, any kind of leave may be refused or revoked by the sanctioning authority or superior officer and the employee can be called back for duty.
- ii. Leave year shall run with the academic year except as otherwise provided in the rules.
- iii. Leave should always be applied for and sanctioned before it is availed of, except in cases of emergency, in which a leave application should follow immediately. In order to avoid inconvenience, an employee, who desires to obtain leave of absence, shall apply in writing to the sanctioning authority well in advance.

iv. Leave ordinarily begins and ends on the dates for which it is so sanctioned. Casual Leave may be prefixed or suffixed to weekly offs, public holidays and restricted holidays. But it will not be prefixed or suffixed to any school vacation like winter vacation, Dussharh holidays, Deepawali holidays, Christmas, summer vacation, etc. An employee shall not be entitled to the benefit of such holidays if the same fall within the leave period.

v. Except with the permission of the sanctioning authority, no person on leave may return to duty before expiry of the period of leave granted to him.

vi. If an employee, after proceeding on leave, desires an extension thereof, he shall, before the expiry of the leave originally granted to him, make such an application in writing, giving sufficient time to the sanctioning authority to respond. The sanctioning authority shall send to the employee a reply either granting or refusing extension of leave to his leave address or last known address. Every employee going out of station on leave shall furnish his leave address in his leave application.

vii. All applications for medical leave shall be supported by medical certificate. The employee concerned may be required to appear before and produce a certificate from a medical practitioner or authority nominated by the Management.

viii. Leave shall not be deemed to be granted unless the sanction is given. An employee absenting himself when leave is not sanctioned will be marked absent and will not earn salary for the period of absence. Further, he renders himself liable to disciplinary action. In that case it will be considered as service break and will affect the pay of increment and other consequences under the Service Rules.

ix. As soon as an employee returns to rejoin duty, he should submit joining report and if he was granted leave on medical grounds, he should produce fitness certificate from a registered Medical Practitioner before resuming duty.

x. No leave shall be granted beyond the date on which an employee must compulsorily retire.

xi. Temporary and probationary employees are not eligible for any leave except casual leave.

xii. Non availability of transport shall not be deemed satisfactory explanation for absence or over stay.

xiii. The employees, newly appointed, shall not be entitled to any sort of leave during the first three months. In case any leave is granted/taken, it shall be at the loss of pay.

xiv. Employees, who are teachers (probationers or permanent), shall be entitled to summer vacation when the school is closed every year. They are eligible for vacation salary only if he has put in 2 years (10+10) of service continuously, prior to the holiday period and continues in service after the holidays.

xv. Employees will have to be present on the closing day and re-opening day for each vacation/ holiday, if he/she is to be eligible for vacation salary. If the employee is absent on closing and opening days of the summer vacation he/she will lose 15 days pay; if he/she is absent either on closing or opening day the person will lose seven days' pay. If a person is absent on opening and closing days of the Dussharah, Deepawali, and winter holidays, he/she will lose full pay of holidays and if he/she is absent either on closing day or reopening day he/she will lose half pay.

xvi. Half day leave shall be counted in case the teacher signs the register after 1st period and also if he/she goes before the last period. In case the employees report for duty after the prescribed time they may go for a red sign (late arrival for duty). Three late arrival will be counted as one casual leave.

xvii. During examination, school functions, national festivals etc. the employees are not entitled for CL/or any leave.

xviii. Leave of any type will not be accumulated.

xix. Casual leave is essentially meant a short duration of absence necessitated by urgent work or sudden brief illness.

ii. No employee has the right to the grant of Casual leave. The authority empowered to grant casual leave may refuse or revoke such leave at any time according to the exigencies of service.

iii. No employee may, except in unavoidable circumstances like sudden illness, avail himself of casual leave, unless it has been sanctioned previously by the competent authority.

iv. Casual leave admissible per year for teaching staff is 10, office staff 07 and maintenance staff 5.

v. Normally casual leave may be granted for not more than 2 days in a month, exclusive of weekly offs and public holidays, whether they precede or succeed the period of casual leave.

vi. Casual leave cannot be combined with any other form of leave except weekly offs and public holidays.

vii. The sanctioning authority of casual leave for all the employees of the school is the head of the institution. The casual leave cannot be accumulated beyond the academic year.

viii. CL can be en-cashed at the end of the given year, for the remaining CL unused in his/her credit if at least four medical leave left out.

c. Medical Leave

i. Medical leave on full pay may be granted to a permanent employee on medical grounds only if the application for medical leave is supported by a medical certificate by Registered Medical Practitioner. When the employee returns to resume duty, he/she should produce fitness certificate.

ii. In case of frequent applications under this category, from an employee the Management has the right to get any employee examined by a physician of its choice.

iv. The Manager/Principal is the competent authority to sanction medical leave.

v. Medical leave will not be granted for less than three days at a time.

d. Maternity Leave

i. All confirmed, regular, married women employees of the school with a minimum of two years continuous service should be entitled to maternity leave benefits.

ii. Maternity leave on full pay shall be granted to married permanent woman employee for confinement for a period which may extend up to a maximum of 60 days from the date of its commencement irrespective of its duration, before or after confinement, with full pay. All intervening Sundays and holidays shall be counted.

iii. Application for maternity leave shall be given at least a month prior to the leave.

iv. Maternity leave is sanctioned by the Manager.

e. Extraordinary Leave

i. Extraordinary leave may be granted, at the discretion of Manager, without pay, to a permanent employee, for the purpose of examination, provided the examination meets the needs of the school and is conducted by a competent authority.

ii. Extraordinary leave may be granted, in urgent cases, at the discretion of Manager, without pay, to a teaching and non-teaching employee, when no other leave is admissible. f. Leave without Pay

i. In exceptional circumstances leave without pay may be sanctioned by the manager at his discretion.

ii. Leave without pay does not carry any pay or allowance, unless otherwise specified. Contributions to savings fund/PF will remain suspended for the period.

iii. If leave without pay/absence from duty other than extra ordinary exceeds 10 in an academic year, it will affect service break, increment, senior/selection grade and other benefits of employee or to be terminated without further notice.

iv. If an employee is to be relieved for other duties outside the school, a written letter from the concerned office is required.

v. When an employee's service is requested other than the school purpose he/she should obtain a written relieving letter from the Head of the institution with specific work, period and date , as per the required letter (board exam duty, exam paper evaluation, etc.).

vi. The employee on return from such duty should produce original relieving letter of duty assigned to him/her specifying the work, period, date from the concerned office.

14. PAYMENT OF SALARY AND INCREMENTS

a. An unaided school of the Society is no way obliged to give to its teachers/employees allowances as available to the corresponding status of the aided or Govt. schools. The teacher/employee shall not be entitled to any other benefit/ privilege/allowances/increments over and above those prescribed by the school.

b. The scale of pay and allowance shall be the one drawn up by the Society.

c. Every employee shall normally be paid his salary before the 10th of the following month.

d. Only those who have served for two academic years (10+10) prior to the vacation are entitled to vacation pay if they continue in service.

e. Annual increments for confirmed employees as prescribed in the pay scales shall ordinarily be sanctioned as a matter of course. They will not be withheld except as a disciplinary measure imposed in accordance with the procedure prescribed for adjudication of such measures. Annual increments will fall due only as specified in the letter of appointment or confirmation at the beginning of the academic year.

f. When an employee working in a lower scale of pay is promoted or appointed to a higher scale of pay his increment will fall due only after the employee completes one year of service in the higher post after confirmation in the higher grade.

g. The Management may deduct from an employee's salary any dues such as income tax, savings fund, and recovery towards advances, damage or loss of school property, penalties and fines, contributions to various approved activities, unauthorized absence from duty and any other legitimate deductions.

h. Where the employment of any employee is terminated due to termination, discharge, dismissal or otherwise wages payable after adjusting recoverable amount shall be paid before the expiry of the 15th working day from the date of which he/she ceases to be the employee of the school.

15. PROVIDENT FUND

a. All employees shall subscribe to the provident fund and the institution shall invest an equal amount. At present the amount is 12% of Basic salary+D.A.

b. At the beginning of the provident fund scheme each employee will fill a nomination form in the prescribed form.

c. The provident fund deductions will be limited to 1,500.00 of wages (Basic +D.A.) subject to a maximum deduction at 12% equalling to 1800/- only as employers share. The same amount will be deducted from the employee's share.

d. The amount of 12% deducted and sent to the provident fund commissioner is divided into two parts 8.33% goes towards pension A/c and the balance 3.67% to P.F. e. No deduction has to be made after the age of 58 (PF pension age).

16. TERMINATION OF SERVICE

a. The services of an employee appointed on a temporary measure for a definite period or in a leave vacancy or in a vacancy occurring for a part of the session shall unless extended according to law terminate on the expiry of the period for which he was appointed or when the vacancy comes to an end, whichever is earlier and no prior notice shall b'e needed for such termination.

b. The services of a temporary employee (other than a probationer) or a probationer during the terms of his probation may be terminated at any time by giving him one month's notice or one months' pay in lieu thereof without stating any reason.

c. The services of a permanent employee may be terminated by giving him three months notice or three months pay in lieu thereof, on the following grounds.

The termination may be due to one of the following reasons:

i. Retrenchment decided upon for reasons of financial stringency

ii. Abolition of a subject

iii. Abolition/reduction of section or class

iv. Closing down of the school

v. Physical or mental disability

vi. Or any other cases/circumstances caused by an employee, the management finds to be detrimental to the institution.

d. 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 management and if he is a temporary/probationer he may give one month's notice or one month's pay including all allowance in lieu of notice to the management.

17. DUTY HOURS

a. All the members of the school of the teaching staff attend the school punctually at the appointed hours and shall not leave the school before it closes for the day.

b. The teaching staff should be in the school at least 15 minutes before the first bell and may leave the school 45 minutes after the last bell.

c. The members of the non teaching staff shall report at least thirty minutes before the first bell and leave the premises at the time decided by the Management.

d. The working hours will be such as may be specified from time to time by the Principal/Manager

e. 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.

f. An employee is also required to conduct and organize co-curricular programme and perform other duties even beyond the normal working hours.

g. Every teacher shall devote in a year not less than 1400 hours to the teaching of students

h. Normal working hours for the teaching staff is seven hours a day.

i. Normal working hours for all other categories of employees shall be eight hours with short time interval.

j. A teaching staff may be asked, whenever necessary, to take up extra classes, to accompany students on picnic or study tours, on holidays without any extra remuneration

k. No teacher shall refuse to take up the classes of an absent colleague or correction of exam papers, if so allotted by the Principal, for the larger interest of the students.

18. SERVICE OF NOTICE

a. Any matter required to be notified under these rules and any notice by the Management to the employees in the school shall be displayed on the notice board. When so displayed, such matter or notices shall be deemed to have been communicated to all employees.

b. Any notice or letter or communication intended for an employee may be delivered to him personally in the premises of the school and the employee is bound to receive and acknowledge the same. Refusal on the part of the employee to accept the letter or communication will absolve the Management from the obligation to deliver the notice or communication a second time provided a copy thereof shall be exhibited on the notice board. Such refusal will also render the employee liable to disciplinary action.

c. In case of an employee, who is absent or on leave, any intended letter or notice or communication shall be sent to him by registered post with acknowledgement due to his last address as furnished by the employee and the communication or letter or notice so dispatched by registered post with acknowledgement due to have been served on him. Where such a registered letter or communication or notice is returned undelivered for any reason, it shall deemed to have been served if the copy of said letter, notice or communication is also sent under certificate of posting.

d. Any matter required to be noticed under the rules and any notice or communication by the Management to employee, will be in English or in Hindi.

19. MISCONDUCT

Every teacher shall by precept and example Instill in the minds of the people entrusted to his/her care love of mother land, respect for the law and constitution of India. He shall promote and organize all school activities which foster a feeling of universal brotherhood, tolerance for all religions, among his pupil. Performance of work demands the acceptance of certain standards of behavior from all the members of staff. It is, therefore, considered necessary that staff should be forewarned of those violations, which could result in formal disciplinary proceedings being taken against them, and that, in those cases deemed to be gross misconduct, such proceedings may result in dismissal. The term 'Misconduct' shall denote any offence or act of commission or omission on the part of the employee, which falls in the general notation of the word misconduct. These connote offences or acts of commission or omission under or against rules, regulations and practices of the institution detailed in the foregoing clauses of the service rules, especially clauses of code of conduct. Without prejudice to the generality of the term 'misconduct' the following acts of commission or omission shall be treated as misconduct which includes:

a. **Minor Misconduct** Notwithstanding being listed under the classification of minor misconduct, any act of commission or omission will be deemed as a major misconduct if the consequences of such an act are of serious nature.

i. Entering or leaving the premises or department of the institution except by the gates/entrances provided for the purpose.

ii. Late attendance or absence from duty without notice or permission or leave.

iii. Leaving the place of work during the working hours without permission or absence without permission from the place of work.

iv. Failure to carry identification card.

v. Smoking, chewing pan parag, or eating in passages or departments or within the school.

vi. Failure to wear uniforms or wearing unclean uniforms or lack of personal cleanliness while on duty.

vii. Expectorating or spitting or such unhygienic acts of committing nuisance in the premises of the school except where expressly permitted.

viii. Laziness, inefficiency or careless work.

- ix. Obtaining leave or attempting to obtain leave on false pretences.
- x. Refusal to accept, or take delivery of notice, letters or any communication from the Management.
- xi. Borrowing or lending money within the school premises on interest.
- xii. Improper or discourteous behaviour towards others in the school premises, shouting, loud talking or making noise in the school premises.
- xiii. Failure to report any disease, which an employee may have and which may endanger any other person.
- xiv. Sitting while teaching is not permitted. If any body is sick, get permission from the Head of the institution.

b. Major Misconduct

- i. Neglect of duties assigned to the employee.
- ii. Entering any section or department except for purposes of assigned duties.
- iii. Late coming or absence of habitual nature.
- iv. Failure to report for duty when leave has been refused or when leave has been cancelled and employee has been called back to duty.
- v. Engaging in private work or trade within the school premises, engaging in other employment while in the service of the school or engaging in the same or different profession outside the school without the written permission of the Management.
- vi. Failure to report at once to Head of the institutions, when any accident or hazard noticed inside the premises or to report promptly. Any occurrence or defect or mistake which might endanger lives or persons in the institution or which might result in any damage to the property of the institution or that of any others.
- vii. Any act or conduct within the premises, which is likely to endanger the life or safety of any person.
- viii. De-Observe safety instructions or make use of safety devices provided by the Management, or failure to take preventive measures.
- ix. Unauthorized handling of any machine, apparatus, equipment or material.
- x. Failure to report the loss of any tools or materials entrusted to him in the performance of his duties or failure to account for the same.
- xi. Using indecent language or making false allegations against superiors, co-employees or others. Speaking in an abusive manner to superiors or others.
- xii. Insubordination or disobedience, whether alone or in combination with others, of any order of a superior or instigating others to insubordination or disobedience.

- xiii. Refusal to accept or obey any order of transfer from one department of the institution to another.
- xiv. Refusal to accept transfer from one school to another affiliated related school of the society when needs and exigencies demand.
- xv. Furnishing false or incorrect information or withholding any relevant or pertinent information at the time of appointment or at any other time.
- xvi. Trespassing or forcible occupation of any portion of the school premises, unauthorized use or occupation of the accommodation given or refusal to vacate the same when called upon to do so by the Management.
- xvii. Unauthorized use of the institution's name, address, telephone or other description of the institution.
- xviii. Unauthorized use of institution facilities whether or not for personal gain.
- xix. Theft, fraud, or dishonesty in connection with the property of the institution or activity, property of other employees or visitors to the institution or attempt to do so.
- xx. Tampering with the records of the institution, falsification, defacement or destruction of any records of the institution including those pertaining to employees or attempt to do so.
- xxi. Disclosing to any unauthorized person, without written permission of the Principal/Manger any information affecting the interest of the institution with regard to procedures, practice and functioning of the institution.
- xxii. Sleeping while on duty.
- xxiii. Gambling.
- xxiv. Bringing liquor or other intoxicants (including addictive drugs) to the school, consuming any intoxicants in school premises, or reporting for work in an unfit condition because of previous indulgence or under the influence of any intoxicant.
- xxv. Possessing firearms, other weapons or any other article in the premises detrimental to the security of the institution or persons.
- xxvi. Soliciting, demanding, collection or canvassing the collection of any money from anyone or sale of any kind of tickets within the premises for any purpose or reason without prior written permission of the Management.
- xxvii. Creating disturbance or nuisance inside or in the immediate neighbor-hood of the premises, including its residential sector by fighting, abusing, threatening, intimidating, coercing, assaulting or threatening to assault other employees or others, riotous or disorderly behaviour, gambling or otherwise.
- xxviii. Any act subversive of discipline or good behaviour in the premises or outside the premises if it affects the discipline or administration of the institution or had a bearing on the smooth and efficient working of the institution.

xxix. Intimidating other employees by threats, pressures or by other means, with a view to preventing them from attending to their duties.

xxx. Erection, inscription, exhibition of any matter whatsoever on any place or property of the institution including its buildings, walls, fences, trees, boards or vehicles, or erasing or disfiguring of any inscription, notice or publication put by the Management.

xxxi. Unauthorized removal from or affixing of notice on the notice boards or any other place in the institution and its premises.

xxxii. Organizing, holding, attending or taking part in any meeting, exhibiting, sticking or distributing any hand bills, notices, leaflets, pamphlets or posters in the premises or in its immediate neighbourhood without prior written permission of the Management.

xxxiii. Preaching, canvassing, carrying on or any religious or political activity in the premises, in any manner whatsoever, without the prior written permission of the Management.

xxxiv. Preaching of or inciting disaffection or violence in relation to matters and people concerning the institution.

xxxv. Holding a meeting without permission, staging or participating in demonstration, shouting coercing others to join in group action or picketing within the premises or within a radius of 200 meters from the boundary of the school premises.

xxxvi. Participating in a strike or stay-in-strike or abetting, inciting, instigating or acting in furtherance of a strike or stay in-strike.

xxxvii. Delay in the performance of work or go-slow in work or instigation thereof.

xxxviii. Gherao or surrounding or forcibly detaining superiors or other employees of the institution or resorting to hunger strike or similar actions in or outside the premises.

xxxix. Obstructing the movement of goods, persons or vehicles pertaining to the activities of the institution.

xl. Willful damage to work in process or to any other property of the institution.

xli. Indulging in any acts of sabotage affecting thereby the smooth functioning of the institution.

xlii. Commission of any offence punishable under the Indian Penal Code whether committed inside or outside the institution or conviction by a Court of Law for any criminal offence involving moral turpitude.

xliii. Indulging in Sexual harassment of a co-employee, children or any others.

xliv. Any conduct prejudicial to the interest or reputation of the institution or any act or conduct involving moral turpitude or immoral behaviour or act inside or outside the premises.

xlv. Habitual breach of any standing order, service rule or any other rules or regulations in force in the institution.

xlvi. Committing minor misconduct three times.

xlvii. Any act or conduct likely to affect adversely the peaceful working of the institution in any manner whatsoever.

xlviii. Bringing and use of mobile in the school and its premises during school hours. If school authorities permit them, to bring the mobile phone in school, in special cases, they have to surrender them in school office during school hours and not take it to the class room.

xlix. Malpractices in exam namely revealing the question paper, giving mark for answers disproportionately, erasing and writing the answers, making mistakes in totaling, etc. are strictly prohibited. If such discrepancies are found in the evaluation of the exam paper then the cost of revaluation will be deducted from his/her salaries and disciplinary actions will be followed.

20. PENALTIES

a. Minor Penalties

i. Warning (Censure)

ii. Fine not exceeding 7 days basic pay.

iii. Withholding an increment in a time scale for any period with temporary or permanent effect.

iv. Withholding promotion to the next higher grade. When it is proposed to impose any of the minor penalties on an employee, he shall be informed in writing of the allegations or the charges on account of which it is proposed to impose the penalty on him and asked to submit his explanation within a specified period not exceeding 7 days. The explanation, if any, furnished by the employee shall be taken into consideration by the Disciplinary Authority before passing orders. No enquiry shall be necessary for imposing minor punishment.

b. Major Penalties

i. Suspension, without pay and allowances or with subsistence allowance.

ii. Reduction to a lower post or grade or to a lower stage in the employee's increment scale.

iii. Compulsory retirement at an age below the prescribed age for normal superannuation.

iv. Discharge or removal from service, which does not disqualify an employee from being considered for future employment in any capacity in the institution.

v. Dismissal from service, which debar the employee from future employment in any capacity in the institution.

vi. An employee may be reduced in rank or subjected to diminution in emoluments on ground such as deficiency in administration, unsatisfactory work or conduct, lack of interest in co-curricular activities or discharge of examination duties or doubtful integrity. Reduction may be to a lower post or time scale or to a lower stage in the time table.

vii. Major penalties will be imposed after having domestic enquiry and disciplinary proceedings.

c. **Suspension**

- i. The Manager or any other authority empowered in that behalf by the school by general or special order may place an employee under suspension as per law. Where a disciplinary proceeding against an employee is contemplated or pending or where a case against an employee in respect of any criminal offence is under investigation or trial.
 - ii. An employee, who is detained in custody, whether on a criminal charge or otherwise, for a period exceeding 48 hours shall be deemed to have been suspended with effect from the date of detention, by an order of the appointing authority and shall remain under suspension until further orders.
 - iii. An order of suspension made or deemed to have been made under this regulation, at any time, may be revoked by the authority, which made it.
 - iv. Except under clause ii above, the suspended employee shall be required to record his attendance at the appointed time and place daily and shall not leave the station unless specially permitted.
- d. **Subsistence Allowance** Except suspension due to custodial detention, an employee under suspension shall be entitled to draw subsistence allowance equal to 50% of net pay provided the disciplinary authority is satisfied that the employee is not engaged in any other employment or business or profession or vocation. The amount of subsistence allowance may be reduced to 25% of net pay, if in the opinion of the said authority the period of suspension has been prolonged for a period of 6 months due to reasons, to be recorded in writing, directly attributable to the employee under suspension. ribe.

e. **Dismissal**

- i. An employee may be dismissed from service on grounds, such as gross insubordination, deliberate or serious neglect of duty, gross misconduct or commission of an act which constitutes a criminal offence, dishonesty, corruption, misappropriation of funds, sex perversity or act of moral turpitude.
- ii. An employee may be removed from service on the grounds mentioned above as also on the grounds of inefficiency in administration or institutional work or tuition without prior written permission or employment elsewhere.
- iii. No order imposing any of the major penalties shall be made except after an inquiry is held in accordance with these rules after complying with principles of natural justice.

f. **Disciplinary proceedings**

- i. On receipt of a complaint or an adverse report of facts of a serious nature, after preliminary investigation, where disciplinary proceedings are contemplated or are pending or where criminal proceedings against an employee in respect of any offence are in progress and the committee of management is satisfied that it is necessary or desirable to place the employee under suspension pending enquiry, may by an order in writing suspend the delinquent employee with effect from such date as may be specified in the order. In the same order the amount of subsistence allowance, the requirement of his attendance at the specified time & place and any other requirements shall be stated in accordance with the facts, situation and circumstances.

ii. For the purpose of conducting the enquiry, the committee of management shall appoint an enquiry officer as so resolved to appoint any person or persons according to the nature of enquiry contemplated, irrespective of his/ their association with the institution or with the society or not.

iii. The grounds on which it is proposed to take action shall be reduced in the form of a definite charge sheet, which shall be communicated to the employee charged and which shall be precise as to give sufficient indication to the charged employee of the facts and circumstances against him. He shall be required within two weeks of the receipt of charge sheet to put in a written statement of his defense.

iv. If the employee does not submit any written explanation or explanation submitted is not found satisfactory or if he denies the charges leveled against him, an oral enquiry shall be held and the employee concerned shall be given full opportunity to defend himself. On the date fixed by the enquiry officer, the employee shall appear before the enquiry officer at the time, place and date specified in the notice. The school shall appoint a presenting officer to present the case on behalf of the management. The enquiry officer shall ask the employee whether he pleads guilty or he has any defense to make and if he pleads guilty on any of the charges then enquiry officer will record the plea, sign the record and obtain the signature of the employee concerned thereon as well.

v. If the employee does not plead guilty, on the date fixed for the enquiry, the oral and documentary evidence by which the charges proposed to be proved shall be produced on behalf of the school. The witnesses shall be examined by the presenting officer and may be cross examined by or on behalf of the employee. The presenting officer shall be entitled to re-examine the witnesses on any points on which they have been cross examined. The enquiry officer may also put questions to the witnesses if he so desires or the situation so requires.

vi. The evidence on behalf of the employee shall thereafter be produced. The person charged shall be permitted to be assisted by co-employee of the school. No outsider or legal practitioner shall be permitted to assist or defend him in the enquiry. The employee shall be entitled to cross examine the witnesses, to give evidence in person, and to have such witnesses called as he may wish; provided that the enquiry officer conducting the enquiry may, for sufficient reasons to be recorded in writing, refuse to call a witness. The proceedings shall contain a sufficient record of the evidence and statement of the findings and the grounds thereof.

vii. If the employee does not appear in spite of information and after being afforded with opportunity of hearing in enquiry, the enquiry officer shall hold the enquiry ex-parte.

viii. On conclusion of the enquiry, the enquiry officer shall record his findings and the enquiry report shall be submitted to the authority concerned by the enquiry officer along with the record of proceedings and related documents. The enquiry officer conducting enquiry may also, separately from these proceedings, make his recommendation regarding the punishment, if any, to be imposed on the employee.

ix. Soon after the report of the proceedings and recommendation from the enquiry officer are received, the committee of management shall consider the report of the proceedings and recommendation made by the enquiry officer and take decision on the case. If the Management plans to impose any punishment on the delinquent employee, a show cause notice, shall be served upon the employee together with a copy of the enquiry report, indicating the punishment proposed to be imposed in order to give him/her an opportunity to give his/her explanation within 15 days.

x. On receipt of the explanation, the Managing Committee before passing the final order shall allow the employee, if he so desires, to appear before the committee in person to state his/her case and answer any question that may be put to him/her by any member present at the meeting. They shall take into account the gravity of the misconduct, the previous record of the employee and any other extenuating or aggravating circumstances that may exist in awarding punishment under these rules. The nature and quantum of punishment shall be at the discretion of the Management.

xi. Order made by the disciplinary authority with regard to imposition of penalties shall be communicated to the employee concerned by hand or Registered AD post/speed post at the recorded address of the employee. He shall be deemed to have been discharged or dismissed with effect from the date of suspension unless otherwise provided in the order of discharge or dismissal.

xii. The pay and allowance of an employee who is dismissed or removed or discharged from service shall cease from the date of his dismissal or removal or discharge from services so mentioned therein.

g. Right of Appeal

i. An employee, on whom a major penalty has been imposed, shall have the right of appeal to the authority next higher in rank to the authority who has imposed the said penalty. The penalty, however, shall become operative immediately and the employee shall carry it out immediately.

ii. The appeal must be filed within 15 days of the date of service of the order by which the major penalty has been imposed.

iii. The appeal must be written in civil language and be free from any statement which is not strictly relevant to the subject matter of appeal.

iv. The appeal shall contain all material statements, explanations and arguments, and shall be complete in itself. It shall specify the relief prayed for.

v. The appeal shall be submitted to the appellate authority through the Head of the institution.

vi. When an appeal is presented to the appellate authority in accordance with the aforesaid rule, the appellate authority shall dispose of the same on the basis of records. No party shall be entitled to personal hearing, unless the appellate authority desires it.

h. Right of Review

If where and only where, a major penalty has been imposed, and the appeal lodged in respect of such penalty has been totally rejected, the appellant shall have the right of submitting, within 30 days of the service of the order in appeal, a petition to the president of the Saryudevi Welfare Society for seeking a review of the penalty.

21. REDRESSAL OF GRIEVANCES OF EMPLOYEE

a. An aggrieved employee may first present in writing his grievances to his/her immediate in-charge (Principal) in person who therein shall give a reply within 3 days of the presentation of the complaint.

b. If the employee is not satisfied with the reply of his immediate superior he/she may forward the complaint to the Manager.

c. The Manager shall personally investigate the complaint at such time and place as he may fix.

d. The decision of the Manager shall be communicated to the complainant within a week of the presentation of the complaint.

e. Grievances of an employee relating to assault or abuse by any person, student or discrimination/victimization of an employee shall be enquired into completely by the Manager and he shall take appropriate action against such persons of the school who are found responsible for that. The complainant will be supplied with a copy of the order or action taken by the Manager on this behalf.

f. Any appeal, arising out of the decision /order or action of the Manager, shall be made to the Education Secretary within 15 days and if an employee is not satisfied with the order/decision or action of Education Secretary, then he can approach the President within 30 days. The President shall have the right to overrule, pardon for any appropriate action bestowed for the just and proper disposal of the case.

22. CESSATION OF SERVICE

a. The appointing authority may terminate the services of a permanent employee on the administrative grounds in the interest of the institution by giving three months' notice or salary in lieu of such notice, for temporary employee and those in probation, one month's notice or one month's pay.

b. Any permanent employee desirous of leaving the service of the institution shall give three working months' notice or three months' pay in lieu of notice to the Management before leaving service.

c. Notwithstanding anything contained in this rule, no notice shall be necessary if the termination of service is under an agreement on contract of service or contract of service that specifies a date for such termination.

d. In the case of an employee where a different notice period is stipulated, that notice or payment in lieu of notice shall apply for termination by the Management or for leaving the service.

e. Notwithstanding what is stated above, the Management reserves its right to refuse, to accept the resignation of any employee when disciplinary proceedings are pending against him or for breach of contract or for any such reason.

23. DISCHARGE ON MEDICAL GROUNDS

a. The Management may call upon any employee at anytime to appear before a doctor. If in the opinion of the doctor the employee is found incapacitated, rendering him physically or mentally unfit for the work which he has been doing and in the opinion of the doctor the chances of his becoming fit again for the same work are considered remote, he may be discharged by the Management on the grounds of continued ill health.

b. Failure to submit himself for medical examination as required by the Management will render the employee liable to be deemed as permanently medically unfit and consequent discharge from service.

24. RETIREMENT

a. Every employee shall retire from service on the completion of 60 years. The service of the retired employee can be made use of after a period of break with a consolidated salary. The Management may appoint him/her at its discretion.

b. After attaining superannuation, if an employee is reappointed, he will get the pay as prescribed by the Management. His/her service may be renewed if needed, academic year after year, at the discretion of the Management.

c. An employee may be compulsorily retired by the appointing authority after he has completed 25 years of service or after he has attained 55 years of age, if such retirement is considered by such authority necessary in the interest of the institution, provided the employee concerned is given notice of three months before the date of retirement, or in lieu of such notice, a sum equivalent to the amount of his salary for the period of three months.

c. A confirmed employee who serves institution satisfactorily and leaves the institution after 15 years before retirement will be eligible to get the benefit of 1000/- per year of continuous service.

d. The welfare benefit will be payable to confirmed employee or his nominee on the cessation of his employment after he has rendered services for a period of not less than 15 continuous years and will be payable on his superannuation/ retirement/ retirement on medical grounds/on his demise.

e. Employees dismissed or terminated from service shall not be eligible for welfare benefit. The employee who leaves the institution due to misconduct will not get these benefits.

f. In case of death of an employee, the welfare benefit will be given to his nominee. If this nominee is to be other than that of provident fund, a separate nomination has to be specifically made. The employee can change the nominee at any time.

g. The mode of pay for welfare benefit is as follows:

i. Payment of welfare benefit to an employee or his dependents is subject to deduction of all institutional dues, if any, from the employee concerned.

ii. In the event of dispute on any matter arising under this scheme the decision of the Head of the institution shall be binding, subjected, however to an appeal to the Education Secretary, whose decisions shall be final.

h. Forfeiture of welfare benefits Welfare benefit can be forfeited, where an employee has been terminated or dismissed.

i. For any act , willful omission or negligence causing any damage or loss to or destruction of any property belonging to the employer, to the extent of such loss damage

ii. For riotous or disorderly conduct or any act of violence on his part.

iii. For any act which constitutes an offence involving moral turpitude, provided, the offence has been committed by him in the course of his employment.

25. EXPERIENCE CERTIFICATE

The experience certificate shall be provided only once in an employee's service period. The certificate will be issued only at the end of service in the institution and on the request of the written application.

27. AMENDMENTS

The Saryudevi Welfare Society shall have the absolute power to amend, modify, subtract or add to these rules, frame rules regarding disciplinary actions through resolutions/office orders/circulars from time to time and all such amendments, modifications or additions shall take effect from the date as stated therein and shall be binding.

ACKNOWLEDGEMENT

I..... have read thoroughly the service rules and regulations contained in this booklet/ have been read over and explained to me/and I have fully understood the same and hereby promise to abide by them faithfully with their modifications that may made from time to time. Full name & address

.....
.....
.....

Date.....

Place.....

Principal Seal Sig.

Signature of Employee

