

DON BOSCO RAMKANALI

SERVICE RULES

- **Service Rules are subject to alteration or revision if found necessary by the Management of the School. These rules shall form the part of the employment terms and conditions of all the employees.**
- It is expedient to regulate the recruitment and rules of service of all the employees.
- These Service Rules shall come into effect to employees from the date of their employment (official joining date) and shall apply to all categories of employees i.e. Teaching and Non-teaching working in the school.
- In the case of persons appointed on a 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.

Application of Rules

- A. It will apply to all the employees i.e. Teaching and Non-Teaching Staffs who are on the master roll of the School. The Management Committee will follow the prescribed CBSE Rules providing for minimum qualification for recruitment (including its procedure) duties, pay, allowance, other benefits, post retrenchment, conditions of service of the employees.
- B. Every employee shall be governed by the Code of Conduct prescribed by the Management and any violation of any provision of such Code of Conduct concerned employees shall be liable for disciplinary action.

Disciplinary action against the employee shall be taken in accordance with the provision of these Rules.

THE SCHOOL MANAGING COMMITTEE (SMC)

The School Managing Committee governs and guides, decides and implements policies recommended or ratified by the Parent Body **KARAM SINGH SAINI MEMORIAL TRUST** and over sees day -to -day running of the school SCC makes, modifies, recommends all policies related to school – in terms of micro and macro level operations.

This committee supervises the activity of the school for its smooth functioning. It works in accordance with the specific directions given by the Society regarding all school policy matters. It acts as bridge between the Society, Managing committee and the School.

ROLES AND RESPONSIBILITES OF THE SCHOOL MANAGING COMMITTEE

- Supervises the activity of the school for its smooth functioning.
- Works in accordance with the specific directions given by the Society regarding all school policy matters.
- Looks into the welfare of the staff of the school.
- Evolves both long-term and short-term programs for the improvement of the school.

- Makes the appointment of teaching and non-teaching staff.
- Exercises financial powers beyond those delegated to the Director within the budgetary provisions of the school.
- Takes stock of the academic program in progress of the school without jeopardizing the academic freedom.
- Guides to maintain Tone and Discipline in the School.
- Ensures that terms and conditions of service and other rules governing recognition / affiliation of the school are strictly adhered to.
- Ensures that the school gets furniture, science equipments, other teaching aids and Library books and requisite sports material in adequate quantity and on time.
- Exercises powers to take disciplinary action against staff.
- Empowers the Principal, Heads of Primary and Secondary Schools for sanctioning leave to the staff and teachers.
- Ensures that no financial irregularity is committed and any irregular procedure with regards to admission / examination / promotion is adopted.
- Proposes to the Society various fee structures and other annual charges and reviews the budget of the school presented by the Principal for forwarding the same to the Trust for approval.
- Guides and monitors all processes concerning affiliation / recognition.
- Develops and provides code of conduct for students and staff.
- Commits to resolving issues related to school.
- Maintains accounts of the school, school records, service books of teachers, and such other register as may be specified by the Trust / Board.
- Handles official correspondence relating to the school and furnish information required by the Authorities.
- Makes all payments including salaries in time and according to the instructions governing such payments.
- Ensures that the fees are realized and appropriately accounted for.
- Makes purchases required for the school in accordance with the policies governing such purchases, enter all in stock registers and scrutinize the bills and make payments.
- Arranges and conducts regular School Managing Committee meetings and sends the minutes of the meeting to the Board of Trustees.
- Represents concerns of whole school, when necessary, to the Board of trustees.
- Appraisal: Appraisal will be conducted once a year. If a candidate performs below expected level, then he/she will be given a chance to improve and then a second Appraisal will be conducted.
- Confirmations norms as per TOS apply.
- Confirmation of the employee will be decided on fulfillment of requirements, the appraisal and subject to vacancy in the domain.

Qualification and Appointment

a. Qualification of Teaching & Non-Teaching Staff

It will be prescribed by the School Core Committee from time to time.

b. Appointment

All appointments of all categories shall be made by SMC through a selection committee constituted by the school society and in accordance with and upon such conditions as the managing committee may decide.

Recruitment policy has been worked out in detail.

All the employees including Teaching and Non-teaching Staff will be given Letter of Appointment . Appointment letter shall be for a specific period, which may be mutually extended on the agreed terms and conditions.

All the appointments except for temporary and part time (as per categories) employees will be on probation for a period of 12 months and which may be extended/confirmed at the sole discretion of the SMC.

All the required documents such as:

- a. Date of Birth
- b. Attested Degree / Diploma Certificates.
- c. Work experience certificates or letters.
- d. Reference letters of the candidates' capability, if any

Have to be submitted to the school. All the Original Certificates will be returned after verifications. If all the required documents are not submitted within the stipulated time, the services will be liable to be terminated without assigning any reason.

In case, the information/documents furnished are not genuine or found to be incorrect, employee may be liable to be terminated without assigning any reason.

Provisional / Adhoc Appointment:

- If candidate joins without completing selection procedures (entrance test, demo lesson etc), or under observation for satisfactory delivery of services and competence, candidate is appointed on provisional / Adhoc basis for first three months.
- If found satisfactory, employment is regularized after that said period.
- For increment and confirmation, one or two years from the date of provisional appointment will be counted.
- No notice period for resignation / termination required during provisional appointment.

1. Staff Training:

- The employee will be required to update knowledge and skills every year by attending in-service and out bound programs.
- These may be within or after school hours or on holidays.

Probation and Confirmation of Services

PROBATION

- a. Except in 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 of one year, based on the performance.

Services of an employee may be terminated during probation period or extended period of probation by the Managing Committee by giving 1 month's notice for staff (teaching / non-teaching) and 2 month's notice for the Unit Heads , Coordinators , in writing or one/two month's salary as the case may be.

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

CONFIRMATION:

- 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 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.
- Respective Heads / Coordinators have to sign a confidential recommendation form for confirmation of the employee. This form is a confidential note forwarded by Admin Head to Unit Head, countersigned by Principal. One copy goes into the Employee's personal file.
- The employee shall be informed of his confirmation in writing within 3 months of the completion of the Probation period.

Special Conditions:

- a. Staff Orientation/Retreat optional only for visiting faculty and consultants. If others miss it, salary deducted (irrespective of any reason). If staff misses the retreat, staff has to pay 100% of the stay cost , travel and lose 2 days CL . CBSE Training will be compulsory for all.
- b. Except in un-avoidable circumstances application of leave shall be made in writing in advance a letter or phone message 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 leave does not mean sanction until and unless it is sanctioned and signed by the sanctioning authority.
- c. Leave of absence without intimating to the office/concerned authorities may lead to salary deduction even if the employee has leave to his/her balance.
- d. Half day casual leave may be taken. In case of any half day working, and one is absent on that particular day, one day casual leave will be counted.
- e. For all faculties, working extra days/ hours due to workshop, concert practice, sports day practice, camps, retreats etc is part of their mandatory role
- f. First day and last day of the school compulsory for non-vacation staff too.
- g. If any leave is taken on Saturday and Monday, then Sunday will be counted as leave.
- h. First day and last day of vacation are compulsory to attend or else entire holiday/ vacation salary is deducted.
- i. A phone call or a message is required if you have taken an unexpected leave. If the leave is prolonged due to certain unavoidable circumstances and no information is given then there is a loss of pay or even a loss of job.
- j. Leave for exam before confirmation if minimum 7 days needed apply leave at least one month before exam (based on tentative dates). Or else apply leave norms.

Retirement Age

Retirement age for all the categories of employees will be 58 +2 years.

The School Managing Committee may grant extension if the employee has no mental/physical disabilities and his or her services are beneficial to the institution.

The School Management shall have the right to retire an employee in case one is found physically or mentally disabled which renders him incapable to carry out his duties. However, such employee will be examined by the Medical Officer appointed by the Management and Management decision will be final and binding after perusal of the recommendation of Medical Officer.

Age of employee shall be determined on the basis of documentary evidence provided by the concerned employee. In case the records are inconclusive, the age of the employee shall be determined by the Medical Examination carried out by the Medical Officer appointed by the Management and the decision of the Management shall be final and binding.

Termination of Employment

Any Employee may be terminated from the services by the Management on the following grounds.

- Closure of the School
- Abolition or Reduction of Post
- Reduction in Manpower
- Physical and Mental disability to carry out the normal duties.
- Closure of course studies
- Fall in number of Pupils resulting in reduction of establishment.
- Reduction in number of class divisions due to reduction of number of students and division
- Misappropriation of school funds / accounts / violation of other kind
 - If any information or documents furnished are found to be incorrect or not genuine, employee will be liable to be terminated.
 - On misconduct of Employee – Termination will be done after holding domestic enquiry and on the basis of report of the Enquiry Officer.
 - On violation of code of conduct, termination will be done after holding domestic enquiry and on the basis of report of the Enquiry Officer.
 - The full and final settlement will be made within 7 days from the date of termination letter after adjusting any amount due from the concerned employee.
- Any other bona-fide reasons

Confirmed Employees

Services of the permanent employees may be terminated after giving 3 months notice in writing or an amount equal to 3 months salary in lieu of notice period. Such employees on termination shall be paid the following things.

Non-Confirmed Employees

The services of the probationers on or before expiry of probation period or the extended period can be terminated by giving one month's notice period.

Resignation

- If an employee, at any time after confirmation, intends to resign, he/she shall give 3 month's notice in writing or 3month's salary including all allowances to the Institution.
- Notice period is applicable only for working months (1 mth or 3 mths).
- Vacation cannot be included.
- This is applicable even for confirmed employees.
- Leave balance of all kinds cannot be counted for resignation period.
- Leave during notice period will be without pay. Notice period cannot be extended to suit the candidate's requirement.
- Leave policy and resignation: any employee during the separation period would have to give the services for 3mths or 1mth tenure. Whereas if a leave is taken in this resignation period those many days add to the resignation period or the employee pays the dues for the extra whichever is applicable.
- The school holidays and weekends will not be counted in the resignation period except long vacations will not be considered.
- Relieving letter to be got from office after all formalities completed.
- Staff who does not honor their commitment and leave school on false reasons to join other school may face penalty or legal notice as the case may be.

Staff Re-Joining Policy

If any particular staff resigns for personal reason and rejoins school, the following is the policy:

- Staff worked at any level for one or more years, rejoins same level, one year probation.
- Staff worked at any level for one or more years, rejoins with domain change, one or two years for probation specially moving from earlier Pre-Primary to later Primary level.
- Staff worked at any level for two years, gets confirmed, but shifts domain, carries on the confirmation benefits but will get salary not as per confirmation but the opening salary of new domain. Two years to get confirmation salary scale.
- Management reserves the right to consider exceptional cases.

Recruitment/Filling of Vacancy and to Higher Grades

1. It is the right of the Management to decide the manpower requirement and the qualifications of Teaching and Non-Teaching staff and all other categories from time-to-time thereof.
2. Management is at discretion to decide whether vacancy is arisen and whether to fill such vacancy. There shall not be automatic replacement on cessation of employment of any employee for whatever reasons.
3. The Management may re-organize or distribute the work amongst the remaining employees.

Maintenance of Records

School shall maintain proper records for all Teaching and Non-Teaching staff. School shall also maintain the Leave Records, etc. of all the staffs.

Working Days and Working Hours

- Working days and holidays will be as per “Don bosco School” calendar.
- The working hours may be different for Teaching and Non-teaching staff .
- The working days will not be less than those specified in the rules in force.
- Employees as falling in the category of non-vacation staff, include the administrative staff, will attend school during the vacation according to office timings which suit the requirements of the school. This category will have to join duty one week prior to whole staff / report before new academic session.
- As and when required, an employee may be assigned any special duty even if it to be done beyond the working hours in the interests of the school.
- An employee is also required to conduct and organize co-curricular programs and perform duties beyond normal working hours / or work profile.
- **Computer teachers will be part of the maintenance of IT department . They will have to stay back 2 days after every vacation begins, to be able to take care of the maintenance of the computers and handing over the lab. In case of regular maintenance work not being carried out then they may have to extend above period or as per the instructions of the Principal.**

Attendance of Employees

- Every employee is expected to reach the school punctually.
- Late coming more than three times in a month will invite cut in salary as per norms.

1. Absence from the Place of Work

If any employee is found to be absent during the working hour without prior permission and proper reason, shall be liable to be absent without leave for the period of absence. Such employee shall also be liable to disciplinary action.

2. School Occasions

All the Teaching Staff shall remain present on the open day and other activities such as Sports, Annual Functions, Examination, etc. except under the exceptional circumstances wherein prior permission has been taken from the Principal.

It is compulsory for all the teaching and non-teaching staff to attend whenever assigned the outside duty, such as Picnic, Campaign, Seminars, Extra Curricular Activities, Competition, Sports, etc. and refusal to attend the same shall amount to misconduct of disobedience of the instruction and shall be liable for disciplinary action.

SALIENT FEATURES

1. That the employer hereby engages the employee _____

as to perform such duties in the interest of the school as may be entrusted to him /her by the Principal with effect from _____

2. That the employee shall be in the scale of Rs _____

the starting salary being Rs. _____ p.m. plus all other allowances currently enforced in the school or as might be revised or re-fixed from time to time in the school. the employer shall deduct from

the pay at source the amount due as income tax, Contributory Provident fund, Profession Tax or such other amounts or deductions as might be permitted by the rules in force

3. That all the employees except temporary employees who are appointed for a specific period will be on probation for a period of 1 years in the first instance. The period of probation may be extended by another year by the Principal. During this probationary period this agreement is terminable by either parties by giving one months' notice or on payment of one month salary in lieu of notice.

4. If the work and conduct of the employee is found to be satisfactory during the period of probation he/ she will be confirmed in service with effect from the date of expiry of the period of probation by a written order. After confirmation the agreement will be terminable by the party by giving three months' notice on payment of three months' salary in lieu of notice.

5. The employee cannot resign while on leave of any type.

6. Every employee office shall hold office until he / she attains the age of 58 (+2) years. The managing committee may grant extension to a teacher one year at a time.

7. The employee's appointment and continuance in service is subject to production of degree or diploma or other qualifying certificate in original with attested copies thereof within a period of 15 days from the date of acceptance of this agreement. In case it is found that the employee does not possess the requisite qualification entitling him / her to serve in the post his /her service shall be dispensed without any further reference to the employee.

8. That the employee will devote his/ her whole time to the duties of the school and will not on his/ her own account or otherwise either directly or indirectly carry on or be connected in any trade business or hold any office of monetary benefit whatsoever. That he / she will not undertake private tuition, write books or work for examinations without prior permission in writing from the Principal.

9. The employee shall not ask for any contribution or otherwise associate himself or herself with the raising of any fund or make any other collections whether in cash or in kind in pursuance of any subject whatsoever, or accept subscription from the members of any association of teachers

10. The employee shall not canvas for any publication on any publishing agency or trader.

11. The employee shall not enter into any monetary transaction with any student or parent, nor shall he she exploit his /her influence for personal ends; no shall he/ she conduct his/ her personal matters in such a manner that he/she has to incur a debt beyond his/ her means.

12. The employee shall not accept or permit any member of his/ her family or any other person acting on his/ her behalf to accept any gift from any student, parent or any person he/ she may come in contact with by virtue of his/ her position in this school

13. the Employee shall conform to all rules and regulations in force from time to time in the school and shall obey all other lawful orders and instructions and directions of the managing committee/ principal as are given to him /her in connection with the day-to-day discharge of his/ her duties in the school.

14. The employee shall not practice for incite any student to practice casteism, communalism, or untouchability; cause for incite any other person to cause any damage to the property of the school or behave or encourage to incite any student, teacher or other employee to behave in a rowdy for disorderly manner in the premises of the school or be guilty of or encourage violence or any conduct which involves model turpitude towards guardians, student, teacher or other employee of the school or organise or attend any meeting during the school hours except when required or permitted except when required or permitted by the Principal of the school to do so.

15. In case of any change in his or her address during the course of employment in the school it shall be his/ her duty to intimate the same in writing to the Principal within 7 days from the from the date of such change so affected and recorded in his /her personal record maintained for the purpose by the school and even for temporary change in address he/ she shall keep Principal informed about the same

16. The employee shall receive any communication whenever it is offered or delivered to him/her personally e and shall sign the duplicate copy of the same in token of its having been received by him /her.

17. The employee shall be responsible for the safe custody of the register, books, records and other things entrusted to him /her and in the case of any damage or loss the Principal shall have the right to initiate disciplinary proceeding against him / her and take such action as deemed appropriate.

18. The employee shall not utilise or diverge any matter or affair of the school and shall safeguard the interest of the school.

19. The employee shall maintain integrity and devotion to duty e and shall not do anything which is unbecoming of a school teachers/ staff member.

20. The employee shall not distribute or cause to be distributed or exhibit within the premises of the School any handbills pamphlets poster and other things without the previous sanction of the Principal.

21. No employee shall leave the station in which the school is situated without having received the written permission of the principal.

22. That the employee shall be entitled to all the benefits of leave as provided for leave rules for the Teachers/ staff of SGD Modern School as applicable to the employee concerned. The employee will not absent himself/ herself without obtaining the prior sanction in writing of the Principal or any other officer authorized by the rules of the school except where such absence without prior permission is due to reasons beyond control of the employee.

23. For absence from duty for 10 days without sanctioned leave and without information of reasonable cause the employee shall be deemed to have left the job from the day of last attendance and the employee will be required to pay salary in lieu of notice period.

24. A teacher is eligible to all the holidays notified in the school calendar but it is to be clearly understood that if on a holiday the Principal asks the teacher to come to the school to attend a meeting or for any purpose connected with the school the teacher is bound to come notwithstanding the fact that it is a holiday.

25. No kind of leave except maternity leave can be claimed .The principal will have discretion to refuse or to revoke leave according to the exigencies of the work of the school.

26. The Principal has full authority to place the employee under suspension where:

- a. Disciplinary proceedings against him/ her are contemplated for
- b. A case against him or 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 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
- f. He/ she is charged with a breach of any other code of conduct for teachers.

27. The Managing Committee/Principal has full authority to dismiss /remove from service or reduce in rank the employee.

Apart from removal dismissal from service or reduction in the rank the Principal may impose minor punishment like withholding of increment, recovery from the pay of the whole or any part of pecuniary loss caused by the employee to the School or pupils by negligence or breach of order after the principal is satisfied as to the need of such order and giving the employee an opportunity to make a representation against the proposed punishment.

28. In case of dispute arising as to the interpretation of any part of this agreement or rules governing the conditions of service of the employee or any other matter the decision of the Managing Committee / Principal shall be final and binding.

BY ORDER

PRINCIPAL

DON BOSCO RAMKANALI