

SERVICE RULES

RULES FOR STAFF IN THE SCHOOL IN TERMS OF REGULATIONS OF THE BOARD OF SECONDARY EDUCATION, MADHYA PRADESH EDUCATION ACT 1965 – CHAPTER XII

1. Regulations in this Chapter shall apply to all non Government educational institutions.
2. All Principals, Head-masters, Lecturers and teachers, except those appointed temporarily for a period of less than one year, shall be on probation for a term of six month`s which may be extended to one years. If after one year of service any incumbent is continued in his appointment, he shall, unless the appointing authority, for reasons to be recorded in writing, otherwise directs, be deemed to have been confirmed in that appointment. On confirmation, the incumbent shall sign a contract of service in the Form I or II as the case may be as soon as practicable.
3. The managing committee of the educational institution shall maintain a provident fund for the benefit of the staff appointed on written contract in accordance with the Provident Fund Rules framed by the Board for the purpose.
4. The scales of pay of the staff, in educational institutions which are in respect of Government grant, shall not be less than those sanctioned for the corresponding staff in Government institutions.
5. In the case of educational institutions which are not aided, there shall be a scale of pay, the minimum of which shall not less than that in Government educational institutions.
6. (1) Principal, Head-master, lecturer, or teacher shall be entitled to the following leave, namely –

- (a) casual leave for 13 days (which may for special reasons be extended to 15 days) in a calendar year :
 - (b) leave on medical certificates by registered Medical Practitioner on full average pay for one month for every twelve months spent on duty, subject to the maximum of twelve months in the whole service ;
 - (c) maternity leave in case of women for three months, on full average pay ; and
 - (d) leave for training.
- (2) The period of leave granted under sub-clause (d) of clause (1) above shall be treated as period spent on duty and shall count for provident fund if the incumbent contributes to the provident fund during such period.
- (3) Other members of the staff of recognized educational institutions shall be entitled to such leave as may be admissible from time to time to Government servants.
7. The authority entitled to sanction casual leave under clause (a) of Regulations 5 shall be the Head of the institution and that entitled to sanction other leave shall be the Managing Committee.
8. In the selection of lecturer`s or teachers for appointment the under mentioned considerations among other matters shall be taken into account. namely:
- (i) All permanent vacancies and temporary vacancies for a period exceeding six months shall advertised in one month or more local newspapers and in such other newspapers as have circulation in the area concerned. Such advertisement shall contain full particulars of the post advertised together with conditions of service attached thereto, or the names may be called from Employment Exchange;
 - (ii) On receipt or applications suitable candidates shall be interviewed;
 - (iii) and that the teachers or lecturer to be selected for High and Higher Secondary School classes shall have offered for the degree examination the subjects for which they seek appointment.

9. In the selection of Head-Masters or Principals for appointment the under mention shall be taken into account, namely;
- (i) all permanent vacancies shall be advertised, in the manner laid down in Regulation 8(i) above ;
 - (ii) the appointment shall be made by the Managing Committee after interviewing suitable candidates : and
 - (iii) no person who is not trained and has less than five years' experience of teaching shall be eligible for the post.
10. (1) The Managing Committee of the institution shall not terminate The service or reduce of pay of any teacher or lecturer appointed on a written contract without holding a full enquiry into the charges against him. The incumbent shall be given in writing a statement of the charges against him and afforded an opportunity of defending himself. His previous service and character with reference to his character roll and service book maintained shall also be taken into consideration when arriving at a decision.
- (2) No decision as to termination of service or reduction in rank of a teacher or lecturer shall have effect, unless passed at a special meeting by a majority of two thirds of the members of the Managing Committee. No such resolution shall have effect, if passed an adjourned meeting.
 - (3) A teacher or lecturer may ask the matter to be referred to arbitration in accordance with the terms of his agreement, if any and the award of the arbitrator or arbitrators shall be final.
 - (4) The services of any teacher or lecturer who refuses to go for training may be terminated:

Provided that in case due to personal difficulties, the person concerned is not able to go for training the same year, he may be permitted to go for training next year. More than one change shall not be allowed.

11. (1) The Managing Committee shall not terminate the services or reduce the pay of Principal or Head-master appointed on written contract without first obtaining Director's sanction for holding a full enquiry into the charges against him. The incumbent shall be given in writing a statement of the charges against him, and also be afforded an opportunity of defending himself. His previous service and character with reference to his confidential file and service book shall also be taken into consideration before arriving at a decision.
 - (2) No decision as to termination of services or reduction of a Principal or Head-master shall be valid, unless passed at special meeting by a majority of two thirds of its members of the Managing Committee. No such resolution shall be valid, if passed at an adjourned meeting.
 - (3) The Principal or Head-master shall have a right of appeal to the Director against the decision of the Managing Committee. The decision of the Director shall be final.
12. For all purposes, including application of time-scale, the period of service of a Principal, Head-master, lecturer or teacher shall, in the case of new entrants, be calculated from the date of first appointment in the educational institution, if there is no break of service during the period preceding the permanent appointment :

Provided that, subject to the provisions of Regulation 74 of this Chapter the salary and scale of pay of a person already in employment, shall not be refixed by the Managing Committee at an amount lower than his salary or scale of pay on the enforcement of these regulations.

13. The period of school vacation shall count as period spent on duty. Principal, Head-master, Lecturer or teacher, who has been in the service of an educational institution during an academic year, shall be entitled to draw full pay for ensuing vacation, except when such person has officiating in place of another person entitled to draw pay for the vacation.
14. Every educational institution shall pay to a person, who is under training at a recognized Training College, his full salary during the period of training. No person who refuses to undergo training after a seat in a Training College has been secured for him, shall be continued in service.

15. For all other matters, not provided herein, the rules and practices observed in the Government educational institutions shall be adopted.
16. Duties of Heads of Educational Institutions :-
 - (a) Admission and promotion of students and disciplines of the institution.
 - (b) Receipts, expenditure and maintenance of accounts.
 - (c) Correspondence of the institution.
 - (d) General internal management of the institution as an institution recognized by the Board.
 - (e) Encouraging and fostering love for co-curricular activities.
 - (f) Taking such disciplinary action as he is empowered to take, under the departmental rules.

In carrying out the duties he shall not be interfered with by any authority except the authority competent under departmental rules.

17. No part of a person's salary or his Provident Fund shall be used by any institution for purposes of running the institution. The Provident Fund shall be deposited every month by the institution under the Central Provident Fund Scheme.

FORM II

(See Chapter XII, Regulation 71)

This agreement is made this _____ day of _____ 200____
between _____ son of _____
resident of _____ of the **First Part** and the Managing
Committee of the _____ School/College, (here –in-after called
the Managing Committee) of the **Second Part** :-

Whereas the Managing Committee has appointed the party of the first
part to serve as a teacher/lecturer in the _____
School/College (hereinafter called the institution) subject to the conditions and
upon the terms hereinafter contained:-

Now, therefore, this agreement witnesses and the parties hereto agree as
follows:-

1. From the date of the party of the first assuming charge of the
office of teacher/lecturer in the said institution the Managing
Committee shall pay him an initial salary of Rs _____ per
month in the time-scale of pay of Rs _____ and thereafter he
will draw annual increments at the rate of Rs _____
(_____) during the term of his service subject
increments.
2. The party of the first part, if he is an untrained teacher, shall
attain such teaching qualifications as the Managing Committee
may require and to enable him to do so, the Managing Committee
shall permit him to undergo training at the proper teacher training
institution. If the party of the first part fails to attain the requisite
teaching qualifications, the Managing Committee may terminate
his service unless he is exempted from attaining such
qualifications be the Department.
3. The party of the first part, if he has attained teaching
qualifications as required in Clause 2, agrees to serve as a
teacher/lecturer in the said institution at least for a period of two
years immediately after the completion of his training.
4. The party of the first part shall, during the terms of his service
under this agreement, devote his whole time to time the duties of
his appointment and not engage directly or indirectly, in any
trade, business or occupation or take up any activity which is
likely to interfere with such duties, without the permission in
writing of the Managing Committee, and the party of the first part
shall desist from any activity on a notice being given by the
Managing Committee that in its opinion such activity would
interfere in the efficient discharge of his duties.

5. The party of the first part may, with the previous permission in writing of the Managing Committee, take private pupils for tuition subject to the condition that any such tuition does not interfere with his duties.
6. The party of the first part shall, in addition to his ordinary duties of teaching, perform such other duties in connection with the social, intellectual or athletics activities of the said school as may be entrusted to him by the Head-Master/ Principal of the said institution.
7. The tenure of office of the party of the first part shall be terminable at any time,
 - (a) by three calendar months' notice in writing by him (party of first part) without giving any reasons therefore, or without notice on payment to the party of the second part a sum equal to three month's salary of the party of the first part :
 - (b) when the post on which the party of the first part is working is abolished, the party of the second part shall give three months' notice in writing to the party of the first part, or without any notice on payment to the other party a sum equal to three month's salary of the party of the first part :

Provided –

- (i) that if the party of the first part has attained teaching qualifications as provided in Clause 2, his tenure of office shall be so terminable under Clause 7 (a) above after he has served the party of the second part for two years as required by Clause 3 :
- (ii) that the tenure of office shall not be so terminated under Clause (b) above at any time during the period of vacation of the said institution :
- (iii) that the Managing Committee may at any time dispense with the services of the part of the first part without notice after a full enquiry as provided in Regulation 78 or 79 (as the case may be) under Chapter XII –
 - (a) in the event of a willful breach by him of any of the conditions herein contained ;

- (b) in the event of a willful and persistent neglect of duty by him, misconduct, or unsatisfactory work on his part, or his physical or mental unfitness for duty ; or
 - (c) for any other sufficient cause which renders impossible for performance of his duties ; and
 - (d) the right of terminating the tenure of office of the party of the first part by serving three month's notice under Clause 7 (b) above shall not be exercised by the Managing Committee during the period from 1st January to 31st March following without the previous sanction in writing of the Board of Secondary Education, Madhya Pradesh.
8. Not-with-standing anything contained in Clause 7, the Managing Committee may, in lieu of dispensing with the service of the party of first reduce his pay within the limits of his time scale.
9. The party of the first part shall retire from service on attaining the age of 60 years and, with the permission of the Chairman of the Board, 65 years and the exact time for such retirement shall be the last day of the academic year in which he attains that age.
10. The parties shall in addition to the conditions herein contained, be bound by the provisions of the Board of Secondary Education, Madhya Pradesh.

In witness whereof the parties hereto have set their respective hands here unto the day and year written in each case.

Witnesses –

(1) _____ Party of the first part

(2) _____ Date _____

Witnesses –

(1) _____

(2) _____

On behalf of the Managing Committee

Date _____

$$\text{Fee}(45000) + \text{DocFee}(30) + \text{PortalFee}(100) = 4660$$