I. SHORT TITLE AND COMMENCEMENT

These terms are called Terms and Conditions of Appointment of Teaching and Administrative Staff of Kasiga School, Dehradun. These terms will come into force with immediate effect.

II. APPLICABILITY

These terms shall apply to all Teaching and Administrative staff, other than subordinates/Class IV Staff of the School.

III. DEFINITIONS

1. SCHOOL MANAGING COMMITTEE - means and includes person(s) entrusted with the responsibility of managing and looking after the administrative and financial affairs of the School.

2. SELECTION COMMITTEE – means and includes certain nominated members of the School Managing Committee entrusted with the job of making selections of staff of the School. In particular, the selection Committee shall include:-
   a) In the case of recruitment of Head of the school:
      i) The president of the Society;
      ii) The Chairman of the Managing committee
      iii) An educationist, nominated by the managing committee; and
      iv) A person having experience of administration of schools/Educational Institutions nominated by the managing committee.
   b) In the case of recruitment of teachers and librarian:
      i) The Chairman of the managing committee;
      ii) The Head of the school;
iii) And educationist; nominated by the managing committee; and

iv) A subject expert

c) In the case of recruitment of clerical staff / Lab. Asst:
i) The Chairman of the managing or any member of the managing committee nominated by the Chairman.

ii) The Head of the School.

iii) Manager / Correspondent of the School

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

e) The appointment of every employee of a school shall be made by its Managing Committee.

f) Where any selection made by the Selection committee is not acceptable to the managing committee of the school, the managing committee shall record its reason for such non acceptance and refer the matter to the trust or society running the school and the trust or society, as the case may be, shall decide the same and such decision shall be binding.

g) Employees shall be appointed subject to the provisions of these provisions and the terms contained herein and they shall have to comply with all the requirement of the provisions contained herein.

3. MANAGER- means the person entrusted with managing the affairs of the School and includes any other Officer duly authorized to act as such by the Society / Trust /Managing Committee by whatever name called.

4. MANAGEMENT- means the School Managing Committee and includes any person duly authorised by them to act / function on their behalf.

5. PRINCIPAL- means the person in overall charge of the day-to-day academic and administrative affairs of the School, also called Head of School.

6. STAFF MEMBERS

   (A) ADMINISTRATIVE STAFF – means persons / staff entrusted with the responsibility of Supervision, Administration and / or Finance of the School other than subordinate / class IV Staff and covers staff working in Executive, Administrative, Supervisory and Officers category, and also in the School’s Office in a clerical capacity.

   (B) TEACHING FACULTY – means the persons / staff entrusted with the responsibility of Teaching / Imparting education at the School.

Staff members shall be classified as:

(a) Confirmed

(b) Probationer

(c) Temporary

(d) Casual

(e) Contract

(f) Part Time

(g) Fixed Term

(a) Confirmed Staff – means staff member who has been duty appointed and has completed probation period
successfully and has been confirmed in writing.

(b) Probationer – means staff member who is provisionally employed to fill a permanent vacancy or post for a period specified in her / his letter of appointment and who has not yet been confirmed in the post. If the period of probation is not specified in the letter of appointment it will be understood to be maximum three years from the date of appointment. Until and unless confirmed in writing, the staff member shall continue to be probation till the maximum specified period.

If a confirmed staff member is employed as probationer in a new post, the staff may at any time during the probationary period be reverted to the old permanent post by an order in writing signed by the Principal.

The terms and conditions of service on probation will be specified in letter of appointment on probation.

(c) Temporary Staff – means staff member who has been engaged for a limited period for work which is of an essentially temporary nature; or who is engaged temporarily as an additional staff in connection with temporary increase in work of a permanent nature and includes a staff who is engaged in a temporary vacancy of a confirmed staff or a probationer.

(d) Casual Staff – means staff who is engaged purely on daily mode of payment for undertaking work of casual, occasional, intermittent or irregular in nature.

(e) Contract Staff - means staff who has been engaged for a specific period of time and / or for a specific work on payment of lump sum amount or even otherwise.

(f) Part Time Staff – means staff engaged to perform and discharge duties and functions not more than six hours per day inclusive of period of rest. Accordingly and as such the working hours in week, shall not exceed thirty-six.

(g) Fixed Term Staff - means one who is engaged on the basis of contract of employment for a fixed term / period. The contract of engagement of such person can be terminated on expiry thereof or even in between in accordance with stipulation contained in the fixed term contract of engagement.

GRIEVANCE COMMITTEE – means the body of persons/ officials appointed by the School Managing Committee to look into the complaints / grievances of the staff member if any, arising out of any direction or order of School Management.

IV. APPOINTMENT AND CONFIRMATION

1. Appointments of all members of teaching an Non-Teaching staff of the School, covered by these Rules, will be made by the School Managing Committee through the principal / on their recommendation.

2. Every employee shall be required to produce the following certificates on appointment in the school:

(a) Medical certificate of fitness from a hospital established or maintained by the Government or local authority.

(b) Two certificates from educationists or any other respectable Officials of the Government or local authority.

(c) Original degree / diploma, certificates along with certificate(s) of experience, if any; with attested photocopies thereof, Original certificates will be returned
to the staff member.

3. All staff members other than temporary, casual, contract staff, Fixed Term shall be on probation, which shall initially be for a period of one year. At the discretion of the Management / Principal this period may be extended upto / for another twenty-four months in writing.

4. On satisfactory completion of the probation period the Principal will confirm the staff member in service in writing. The Principal’s decision in this regard shall be final.

5. Appointment on probation or to a permanent post / vacancy is subject to a certificate of fitness issued by a registered medical practitioner approved by the School Management Committee.

6. Appointment of a probationary and temporary staff member may be terminated on either side by giving thirty days notice or on payment of thirty days pay in lieu of such notice, but without assigning any reason thereof provided that such notice period either by the staff member or the school terminates at the end of a term and is not in between the School’s academic session.

7. In the case of contractual or Fixed Term appointment, the term / tenure of such staff member’s engagement will come to an end automatically on expiry of the period / specific work for which he / she was employed, if not terminated in between or earlier. Neither side will be required to give any reason or notice for such termination.

8. The service of casual or part time staff may be terminated at any time without assigning any reason and without any notice or any payment in lieu thereof.

9. Although the letters of Appointment, Confirmation will be issued on behalf of the School Managing committee but the respective order in writing will be communicated to staff concerned by / through the Principal.

V. TERMINATION OF SERVICE AFTER CONFIRMATION AND RETIREMENT

1. After she / he has been confirmed, a staff member may resign from her / his service after giving three months’ notice in writing to the School or by paying a sum equal to three months’ salary. However, further that the School may at any time during the currency of such notice period terminate the service on payment by the School, balance salary in lieu of the remaining period of notice.

2. For reasons such as non-requirement, unsatisfactory performance, if found guilty of committing any act of misdemeanor (as defined in heading below), if convicted by criminal court, or on medical grounds, the School may dispense with the services of a staff member after she / he has been confirmed in the services of School by giving three months’ notice or three months’ salary in lieu of notice, with or without assigning any reason.

3. If a staff member remains absent continuously for a period of 8 days or more without permission or intimation or overstays the sanctioned leave / vacation for 8 days continuously or more, the concerned staff member shall lose his / her lien on School’s Service and his / her name shall be removed from the rolls and records of the School.
4. Every employee including Head of institution shall retire from service on attaining the age of 58 years. However of the age of superannuation falls during the academic session, the concerned employee will retire at the end of such academic session. Provided further that if such employee is a recipient of National / State / CBSE Teachers Awards, he may be considered, purely at the discretion of the School Managing Committee, for a further extension in service for / upto two years after attaining the age of superannuation provided he is medically fit and is prepared to serve the school. The school managing committee after considering such case of extension of service, shall forward the details to the Board.

5. The Managing Committee may grant extension as per rule of State / UT if the employee has no mental or physical disabilities and his / her services are beneficial to the institution. The Board will be informed of such extension by the SMC.

6. Although the letter of termination / retirement will be issued on behalf of the School Managing Committee, but the order in writing will be communicated to respective staff by / through the principal.

VI. PAY AND ALLOWANCES

1. Staff members will draw salary and allowances as decided by the School Managing Committee from time to time.

2. Salaries shall be paid by the 7th of every month and it will be sent to the Bank Account of respective staff member. Every staff member will sign a stamped receipt for the same at the Accounts Office of the School.

VII. LEAVE/LEAVE RULES

1. (a) Vacation leave:
   Teaching staff are vacation staff and will be entitled to vacation leave during summers and winters known as summer vacations and winter vacations. To be entitled for pay for vacation leave, the teaching staff member will have to be present on duty in the School on the last day preceding the vacation and on the first day immediately after the vacation. Usually teaching staff will stay on campus for 7 days (i) after the school closes for summer and winter vacation as also (ii) before the school opens after the summer and winter vacation. Vacation leave cannot be combined with any other leave. If any newly employed member does not complete three months of continuous service, he/ she will not be eligible for summer / winter vacations leave falling during the first three months of service.

   (b) Earned Leave:
   Only administrative staff will be entitled for 30 days paid earned leave in an academic year. Preferably, the employee should avail 15 days in/ during the summer vacation and 15 days in/ during winter vacations. If, however the Management due to exigencies and requirements of work; calls any staff on duty or for work during earned leave or any period thereof, then in such circumstances the Management will either en cash the period of such leave immediately upon close of such academic year or give substituted days off equivalent to days of earned leave during which the staff was required to do work.
(c) Casual Leave:
Staff member may avail of casual leave in special or unforeseen circumstances at the discretion of the Principal, not exceeding 10 days per academic year. This leave cannot be accumulated nor can it be combined with any other kind of leave nor ordinarily be taken immediately before or in continuation of vacation leave/earned leave. The unavailed portion of casual leave will lapse at the end of the academic year. Normally not more than 2 days casual leave will be granted at a time. Application for leave in writing must be made well in advance and no period of leave may in any case be combined/ prefixed or suffixed with any notified holiday or vacation leave. Any intervening off days, holidays falling during period of casual leave will be treated as part of casual leave.

(d) Maternity Leave:
A confirmed lady staff member who has completed a minimum 80 days of unbroken service shall be entitled to maximum 12 weeks, maternity leave on full pay. This leave will not be combined with any other kind of admissible leave. Any portion of maternity leave overlapping the vacations will be counted as a part to the admissible 12 weeks. Maternity leave will not be granted after the second child. As far as possible it will be divided equally before and after the expected date of delivery. However in case of miscarriage or termination of pregnancy for any reason, full 12 weeks leave will not be admissible, and will be at the discretion of the management.

(e) Medical Leave:
In a year, first of all the casual leave must be availed of whether the leave is due to sickness or any other contingency, except when the staff member has been hospitalized or the leave has been supported by a Registered Medical Practitioner’s Certificate for 2 or more days. Not more than 10 days medical leave will be admissible in an academic year. This leave also cannot be encashed nor be accumulated. The unavailed portion of medical leave shall lapse at the end of the academic year.

(f) Examination Leave: Leave for Examination purpose will only be granted after confirmation of service and on production of the necessary documents, relating to the Examination. Such leave will be admissible purely at the discretion of the School Authorities.

2. Staff members are eligible for all national and festival holidays notified in the School calendar. But it is to be clearly understood that if, on a holiday the Principal requires staff member to come to the School to attend a meeting/ function or for any other purpose connected with the School, the staff member is expected to cooperate not withstanding the fact that it is a holiday. For such attendance/ working the staff member will not be entitled to any extra payment or compensatory holiday.

3. When leave, whether casual, sick or any other leave is to be taken, Principal’s prior sanction should be obtained in writing in the prescribed leave application form. In case of an emergency, the Principal must be informed of the absence either by phone or by a bearer’s letter. In such a case, on the date of resuming duty, leave application in the prescribed form should be submit-
ted to’ the Principal for sanction and regularisation of the period of absence.

4. Leave/ extension of leave other than on medical grounds availed by staff without prior sanction will be treated as absence from duty and will result in loss of pay.

5. No leave can be claimed/ taken as of right. The School authorities have the right to refuse grant of or even curtail any sanctioned leave due to requirements and exigencies of work of the School.

VIII. WORKING DAYS AND WORKING HOURS

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

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

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

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

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

IX. NUMBER OF TEACHING PERIODS

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

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

X. MAINTENANCE OF RECORDS BY THE TEACHERS

1. A teacher is expected to maintain the following documents and also any other record as may be specified from time to time.

   a) Attendance Register of the class for which he/ she is the Class Teacher.

   b) Personal Log Book and Class Log Book, Programme of Instruction and Lesson Plans.

   c) Cumulative result of his/her class.

   d) Attendance Diary of optional subjects in case of teachers teaching such optional subjects.

   e) Stock Register of properties held by him/her.

   f) CRB (Cumulative Record Book) of the class for which he/she is a class teacher.

XI. ATTENDANCE OF EMPLOYEES

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

**XII. EMPLOYEES PROVIDENT FUND - PENSION SCHEME**

1. Employees except those employed in temporary vacancies and on part-time service, will be required to become members of the Contributory Provident Fund Scheme as required under the employees' Provident Fund and Miscellaneous. Provisions Act, 1952 and shall be eligible for pension and insurance, as per Schemes framed there under.

2. Those eligible for pension shall contribute to GPF as per Government Rules.

**XIII. CODE OF CONDUCT FOR STAFF**

All staff members are expected to be exemplary in their public and private lives. Their loyalty, their sense of dedication, devotion and their good behavior at all times should be an inspiration to the students committed to their care. Every staff member of the School shall be governed by the code of conduct as specified in this Clause. Staff members shall be liable to disciplinary action for the breach of any provision of the Code of Conduct. All staff members are expected to adhere the following Code of Conduct.

1. In pursuance of this aim, staff members are expected to follow the following code of conduct:

I. Members of teaching staff are expected to give special or remedial coaching to any student who may require it, as a part of their normal duties. Acceptance of any remuneration for such special tutoring is not permitted.

II. Private tuition of students either of this School or any other School is not permitted without written permission from the Principal. Neither members are permitted to carry on any private vocation, profession, trade, job, business, even part time while in the service of the School, whether for remuneration or otherwise.

III. Any staff member is not permitted to inflict corporal punishment on any student. They are also not permitted to use any part of speech which may be construed as racist or humiliating with reference to any student's caste, creed, race, colour, religion or sex.

IV. In addition to normal classroom duties, all staff members are expected to promote an atmosphere of 'spirit de corps'. They are expected to perform extra duties willingly and devote maximum time, which may be required for the welfare of the students or for the upliftment of the School in general.

V. Staff members are expected to attend to duties such as pastoral care prep duty, games duty, dining hall duty, boarding house duty, escorting the students for any journey, social service work, mid-term trips, camps etc., or any other duty that may be assigned to them from time to time.

VI. Staff members are not permitted to carry out any activity outside or inside the School or un-connected with School for which they may receive remuneration unless specific permission to do so has been granted by the School Managing Committee in writing.
VII. Staff members may also be required to perform/ discharge such other duties and assignments, even on off days, holidays, outside duty hours or during vacations, as may be assigned by the School Managing Committee, from time to time.

VIII. Staff members are not expected to show any kind of favoritism or discrimination in their dealings with students or their parents/guardians. Discrimination on the basis of caste, creed, race, colour or religion is prohibited and is not to be exercised under any circumstances.

IX. Staff members are not permitted to make any press release or statement on behalf of or in the name of the School. To conduct any meeting with person(s) and/or staff of the School, they are required to take specific prior permission from the School Management in writing.

X. Staff members are prohibited to approach/ communicate with the outside agencies/ outsiders on matter(s) related to the School and/or its working, unless expressly permitted by the School Managing Committee.

XI. Staff members are expected to be exemplary in their conduct, attitude while on or off campus. The members should not, under any circumstances, indulge into back talking/gossiping or criticism of Management either by words of mouth or in writing or by any other mode.

XII. Staff members are not permitted to prepare or publish any book or books, commonly known as guides/keys, or assist whether directly or indirectly in their publication.

XIII. Staff members are not permitted to engage themselves as selling agents for any publishing firm or establishment. They must also not be seen to be canvassing for any particular product/service.

XIV. Staff members are not expected to accommodate any student, parents, guardians or relatives in their residential premises unless requested to do so by the management. Only in case of near relationship this may be permitted, without any charges and that to with prior written permission of the Management.

XV. Staff members will not indulge, carry out or encourage any activities either themselves or through others, which are likely to be, or prejudicial towards the interests, reputation or/and goodwill of the School.

XVI. No staff members shall accept any other employment, part time or otherwise whether for remuneration or not, nor shall engage in any commercial business/activity or pursuit either on his/her account or as agent for others.

XVII. Staff members are expected to conduct themselves with dignity and decorum in all interactions with seniors, colleagues, students, their parents, and any other, while at School.

XVIII. Staff members shall not raise any type of subscription or collection or receive any gifts without the written permission of the Management.

XIX. Staff members are prohibited from making false, vicious or malicious statements deliberately in public or otherwise against the School, and Management, or any other
employee.

XX. Staff members convicted by any court of law for any criminal offence involving moral turpitude will be punishable for committing an act of misdemeanor.

XXI. No teacher shall make any sustained neglect knowingly or unknowingly in discharge of the teaching assignments, correcting class work or homework done by students.

XXII. Teachers shall be punctual in attendance and will not, while being present in School, absent himself/ herself (except with the previous prior permission of the Principal) from the class.

XXIII. Every staff member shall abide by the rules and regulations of the School and also show due respect to the constituted authority.

XXIV. The Principal shall allot/ assign/ re-assign duties to the individual staff and will maintain discipline in the School.

XXV. No staff member will indulge in any act or action constituting Sexual harassment, which includes such unwelcome sexually determined behavior (whether directly or by implication) as :-

(a) Physical contact and advances; or

(b) A demand or request for sexual favours; or

(c) Sexually coloured remarks; or

(d) Showing pornography; or

(e) Any other unwelcome physical, verbal or non verbal conduct of sexual nature.

2. Nothing contained above shall be deemed to take avail or abridge the right of a staff member:

a. To appear at any examination to improve/ enhance his/ her qualifications provided it is with prior permission of the School management and is with prior sanction of leave.

b. To become or to continue to be a member of any literary, scientific or professional organization with specific permission of the School management.

c. To make any representation for the redressal of any bonafide grievance provided it is done through proper channel.

Inspite of the fact that an employee is appointed in a specific post or for a specific assignment, the Management reserves the right to transfer him/ her to any other post or assign him/ her any other suitable assignment, as considered suitable by the Management or change his/ her duties, in any of the School’s sections or places of work and the staff member concerned shall have to carry out such order(s). On transfer the staff member shall be governed by the hours of work and all other rules and regulations as applicable to the new post, place or new section.

XV. MISDEMEANOUR AND PROCEDURE FOR DISCIPLINARY ACTION

The term “Misdemeanor” denotes any offence or any act of commission or omission on the part of a staff
member, which falls within the general connotation of the word misconduct as understood generally and shall be deemed also to connote offences or acts of commission or omission disregarding or breaking the rules, regulations, practices of the School, or adversely effecting or subverting the discipline, reputation, goodwill, good working practices, peaceful environment of the School or which are in breach or deliberate, willful disregard of any of the term and or condition of appointment, service rules, code of conduct.

It will also cover all acts of non performance, low performance, in subordination, inefficiency, habitual unauthorised absenteeism, gross neglect or dereliction towards duties, habitual late coming, committing fraud, dishonesty in connection with School’s affairs/property or embezzlement of School’s monies, funds, etc. It will also cover violation, disregard or disrespect of lawful orders of superiors and violation/ breach whether deliberate/intentional or not of code of conduct and other terms of appointment. It will also take within its folds, providing of or furnishing false or wrong information regarding self or otherwise for obtaining employment or in respect of any other matter.

PROCEDURE FOR DISCIPLINARY ACTION

Suspension

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

a) Disciplinary proceedings against him/her are contemted/pending Or

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

c) He/she is charged with fraud, dishonesty or 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; Or

f) He/she is charged with a breach of any other Code of Conduct or service rules, terms of appointment.

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

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

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

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

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

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

(c) In any other case from the date of suspension order or from the date specifically mentioned in the suspension order. Explanation: The period of forty eight hours referred to in this rule shall be computed from the commencement of detention or conviction as the case may be and for this purpose intermittent periods of detention shall be taken into account.

5. Where penalty or dismissal, removal or compulsory retirement from service imposed upon an employee is set aside or rendered void, in consequence of, or, by a decision of a court of law, and the disciplinary authority on a consideration of the circumstances of the case decides to hold further inquiry against such employee on the same allegations on which the penalty of dismissal, removal, or compulsory retirement was originally imposed such an employee shall be deemed to have been placed under suspension by the committee from the date of original order of dismissal, removal or compulsory retirement and shall continue to remain under suspension until further orders;

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

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

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

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

a) A subsistence allowance at an amount equal to one half of the pay (basic and D.A., if any) last drawn by him/ her
for the first three months of suspension.

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

i) The amount of subsistence allowance may be increased to a suitable amount, not exceeding seventy five per cent of pay (basic and D.A., if any) after the first three months if in the opinion of the Committee to be recorded in writing, the period of suspension has been prolonged due to reasons not directly attributed to the employee.

ii) The payment of subsistence allowance will be subject to the suspend employee not taking up any employment avocation during such period, not leaving the station without written permission of the School management and marking his attendance on each working day during suspension period at/ during the directed time.

10. PENALTIES: The penalties imposed may be of two categories:

(a) Minor:

Consisting of warning/ censure; recovery of salary and allowances on account of pecuniary loss to the School caused by negligence or breach of order; withholding/ stoppage of increment of salary; suspension without salary up to ten days; imposition of fine.

(b) Major:

Consisting of reduction in rank; reduction of salary in same scale; removal/ discharge from service; or dismissal from service.

2. The Management may at its discretion nominate a member of the staff or any other person to inquire into the matter and report the facts. However, the management may at its discretion, nominate even an outsider to conduct the inquiry/hearing. A person/ employee enquiring into the misconduct of concerned staff member will ensure that reasonable opportunity of being heard is given to the concerned staff member.

3. The decision to conduct/ hold a hearing/ investigation or enquiry as per above or to suspend would be within the sole discretion and prerogative of the Principal. The requirement of conducting an enquiry, holding a hearing or having an investigation or any or all of the same, can be waived at the discretion of the Principal and will not be mandatory.

4. Penalties as enumerated above would be imposed only by the Principal of the School, for and on behalf of the School Managing Committee.

GRIEVANCE PROCEDURE

Staff members shall have the right to express his/ her grievance to the Grievance Committee, if feeling aggrieved against any order or Direction of the Management. But even if any grievance is lodged, it will be mandatory for the staff member to first of all comply with the orders, directions, as the; case may be, and then to voice his/ her grievance.

Avoiding of the Grievance procedure, or adopting other means or measures to pressurise the Management for
redressal will be construed as acts of misconduct/misde
meanor entailing disciplinary action.

XVI. GENERAL

1. In the matter of interpretation of these terms of appointment and code of conduct, the decision of the management shall be final and binding for all staff members.

2. The Management reserves the right to amend, alter, add, and delete any provision to/of these terms at any time in future. The modification(s). alterations, changes so made shall apply to all the staff members automatically.

3. All other matters not specifically provided for or covered under these terms shall be decided by Management at its absolute discretion. Similarly the Management reserves to itself the absolute right to take decisions, in such manner as it deems fit even in respect of matters not specifically provided for or covered under these terms and code of conduct.

4. These terms are in suppression of all previous rules, terms issued or in vogue till date. Meaning there by that all previous terms, conditions, rules, in operations, till date shall become in effective with immediate effect and shall be superceded by these terms and conditions and code of conduct.

5. Unless specifically stated to the contrary, the masculine gender shall also include the feminine and the singular shall include plural.

6. In case there is any difference of opinion regarding the implementation or interpretation regarding the/ any of these terms and conditions, the same shall be referred to the sole Arbitration/decision of the Chairman of the School Managing Committee whose decision in the matter shall be final and binding upon both.

7. All disputes arising out of these terms and conditions shall be referred to Competent Courts having jurisdiction for Dehradun District only to the exclusion of all other Courts.

PRINCIPAL
For and on behalf of the SCHOOL MANAGING COMMITTEE,
KASIGA SCHOOL

I have gone through the above terms and conditions of Appointment and Code of Conduct for Teaching and Administrative staff of Kasiga School, Village Purkul, Dehradun 248009 and I agree to be bound and be governed by the same.

Name of Staff Member: ____________________________

Signature : ______________________________________

Date : _______________________________________

Place : Dehradun, Uttarakhand