


SERVICE RULES AND CONTRACT OF SERVICE FORMAT AS GIVEN IN C.B.S.E. AFFILIATION BY-LAWS

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


1. That Party No. 1's employment shall begin from the _____ day of _____. He shall be employed in the first instance on probation for a period of one year/on temporary basis and shall be paid a monthly salary of Rs. _____ in the scale of pay of Rs. _____ plus, allowances in accordance with the rates as prescribed by the State /Central Govt. from time to' time and applicable to his case. The period of probation may be extended by the Governing Body for a further period not exceeding one year. The total probationary period shall in no case exceed two years.
2. If the work and conduct of the Party No.1 during the period of probation or extended period of probation is not found satisfactory, the services of Party No.1 are liable to be terminated without notice before the expiry of the period of probation. The sole judge of the satisfactory completion of the probation will be Governing Body of the school.
3. After satisfactory completion of his probationary period, the Party No.1 shall be confirmed with effect from the expiry of the said period of probation or the extended period of probation.
4. Immediately on confirmation, the Party No.1 shall be entitled to the benefits of Contributory Provident Fund or G.P. Fund in case the scheme of pension exists in the school and shall be governed by the rules of that Fund as in force from time to time.
5. The Party No.1 shall be entitled to the benefit of Medical and other facilities as per school rules.
6. The Party No.1 shall during his service. under this agreement be eligible, subject to the exigencies of the school, to such leave as is admissible under the Government rules from time to time in force, the leave is not claimable as a matter of right but may be granted at the discretion of the Governing Body of the school/ Principal of the School as per rules of the school in this regard.
7. The Party No.1 shall not leave the station without having first obtained the written permission of the authorized officer of the said school.
8. Unless the service of the Party No.1 is terminated as hereinafter provided, he shall continue in the employment of the school till he attains the age of superannuation as per State Govt. rules, when he shall retire, provided that the committee or any other person authorized by the committee in this behalf may retain his service for a further period as admissible according to rules of the State Education Deptt. for such extensions if the Party No.1 is fit for such extension and has no mental or physical

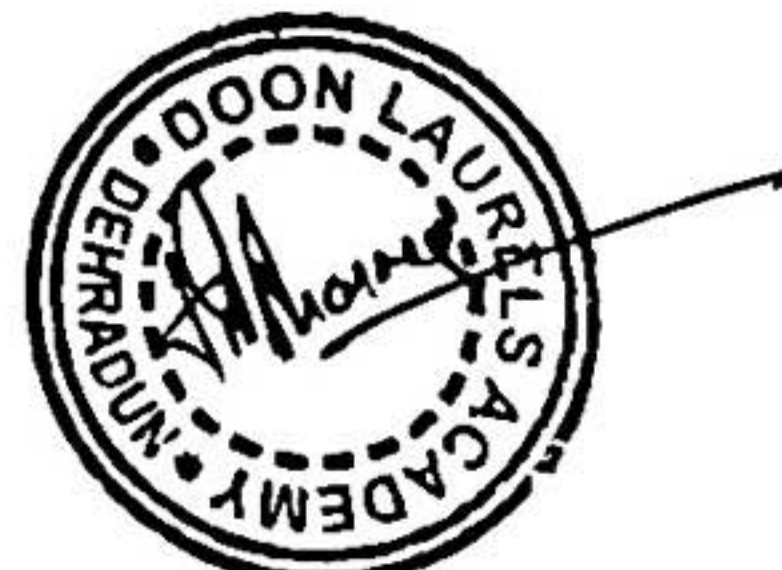

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incapacity which would disentitle him to get such extension. Provided further that the extension shall not exceed one year at a time.

9. On retirement or otherwise relinquishing the job, except in the case of resignation, after satisfactory completion of service as prescribed by the school Gratuity Rules, the Party No.1 shall be entitled to the benefit of Gratuity under the school rules as in force from time to time.
10. During the service under this AGREEMENT, the Party No.1 will be liable to disciplinary action in accordance with the Rules and Regulations framed by the school from time to time even with retrospective effect, for any act of insubordination, intemperance or other misconduct, or the commission of an act, which constitutes a criminal offence or of any breach of non-performance of duties or any of the provisions of those present or of any rules pertaining to the conduct of the school. These rules will normally conform to the Govt. rules in this behalf.
11. If the Party No.1 is suspended from duty during investigation into any charge of his conduct mentioned in clause (10) above, he shall not be entitled to any pay during such period of suspension but shall be entitled to receive a subsistence allowance at such rate as may be decided by the committee generally from time to time or at a rate as may be deemed fit. The subsistence allowance shall conform to the Govt. rules normally.
12. If the Party No.1 is exonerated from the charge brought against him, he shall be reinstated in his post and shall be paid his salary for the period, if any, during which he was suspended and subsistence allowance already paid will be adjusted.
13. The Governing Body of the said school may terminate the service of the Party No.1 as provided in Rules 29 Chapter VII of the Affiliation Bye-laws of the Board by giving three months' notice in writing in the case of confirmed employee or one month's notice in the case of temporary employee or by paying a sum equivalent to 3 months' salary or one month's salary, which the Party No.1 is then drawing. Similarly if the Party No.1 wants to relinquish his job, he shall be required to give three months' notice in writing if he is permanent or one months' notice in writing if he is temporary or deposit three months/one month salary, as he case may be in lieu thereof.
14. The Party No.1 will apply himself honestly, diligently and efficiently under the orders and instructions of the Governing Body/Principal under whom he shall be placed as teacher / employee in the school and he shall discharge all duties pertaining to that office and/or which are necessary to be done in his capacity as aforesaid and will make himself in all respects, generally as useful as may be required of him and shall always act in paramount interest of the institution.
15. The Party No.1 will conform to all the rules and regulations in force in the school and shall carry out all such orders and directions as he shall, from time to time, receive from the Governing Body / Principal or any of the authorized member of the staff.
16. The Party No.1 shall not apply or appear for interview etc. for any job outside the school without the prior written permission of the authorized officer of the school. If he has already applied before joining this school, it will be his duty to inform the Principal at the time of appointment and seek his written permission, if he is required to appear for interview later on.


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17. The Party No.1 shall devote his whole time to duties assigned and shall not on his own account or otherwise directly or indirectly carry on or be concerned in any trade or business whatsoever which is likely to interfere with the due and efficient discharge of his school duties under this agreement or to be otherwise prejudicial to the interest of the school.
18. The Party No.1 will not on any pretense absent himself from duties without first having obtained the permission of the Principal or in the case of sickness or accident, without forwarding a medical certificate to the satisfaction of the Principal.
19. The committee and the Party No.1 agree that any dispute arising out of or relating to this contract including any disciplinary action leading to the dismissal or removal from service or reduction in rank etc. shall be referred for arbitration of any person to be nominated by the Chairman of Society running the School and if the arbitrator fails or neglects to act or becomes incapacitated, the Chairman of the society shall nominate any other person to fill the vacancy of arbitrator.

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

1. _____ Party No. I

2. _____ Party No. II


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