



Date: 08-08-2018

Ref: SEF/PSDU/011/2018

PROGRAM SUPPORT AND DEVELOPMENT UNIT

NOTIFICATION

No: SEF/PSDU/011/2018. With the approval of the Competent Authority, the following structure shall serve as the scaffolding for a Stop-Gap Arrangement which the Foundation may employ to temporarily manage Schools/AALTP Learning Centers of the Partners/Implementing Partners whose contracts may get terminated in view of contractual violations.

The features of the Stop-Gap Arrangement include:

- i. A separate SEF bank account will be opened specifically for transparently handling monetary transactions for active cases under Stop Gap Arrangement in the concerned region/district and concerned Regional/District Head will be the authorized official to disburse the subsidy amounts, relating to that particular school.
- ii. A committee under Regional/District Head will authorize the eligibility of expenditures (other than Salary and Petty Cash) including; Maintenance & Repair, Student/teacher transport, essential works; missing facilities, furniture/fixture; school supplies.
- iii. Salaries of entire staff will be disbursed through banks accounts/cheques by the concerned Regional/District Head whereas the amount of petty cash shall be credited to the Head Teacher's account for meeting the running costs of the School.

A temporary contract will be signed with the Head Teacher of the School/AALTP Learning Center under Stop-Gap Arrangement to formalize his/her role as contract employee of the Foundation on purely temporary basis and to authorize him/her to manage administrative and financial matters on monthly basis. The Head Teacher will be liable to maintain academic as well as financial records of each month including running costs such as petty cash that shall only be **reimbursed** after verifying evidences and examination & endorsement of submitted vouchers by concerned Regional/District team and Finance Dept, SEF as referred at (i) and (ii) above.

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The time lag between the take-over of the management of School/AALTP Learning Centre by SEF and the replacement by new Partner shall in no case exceed beyond (06) months and this notification extends, with immediate effect to all Schools/AALTP Learning Centres under SEF Assisted Schools (SAS) Program, Promoting Private Schools in Rural Sindh (PPRS) Program, SEF Middle/High Schools Program (SMHSP), Existing School Support Program (ESSP) and Adolescents & Adults Learning & Training Program (AALTP) of the Foundation that are subject to closure on account of contractual violations.


**(NAHEED S. DURRANI)
MANAGING DIRECTOR**

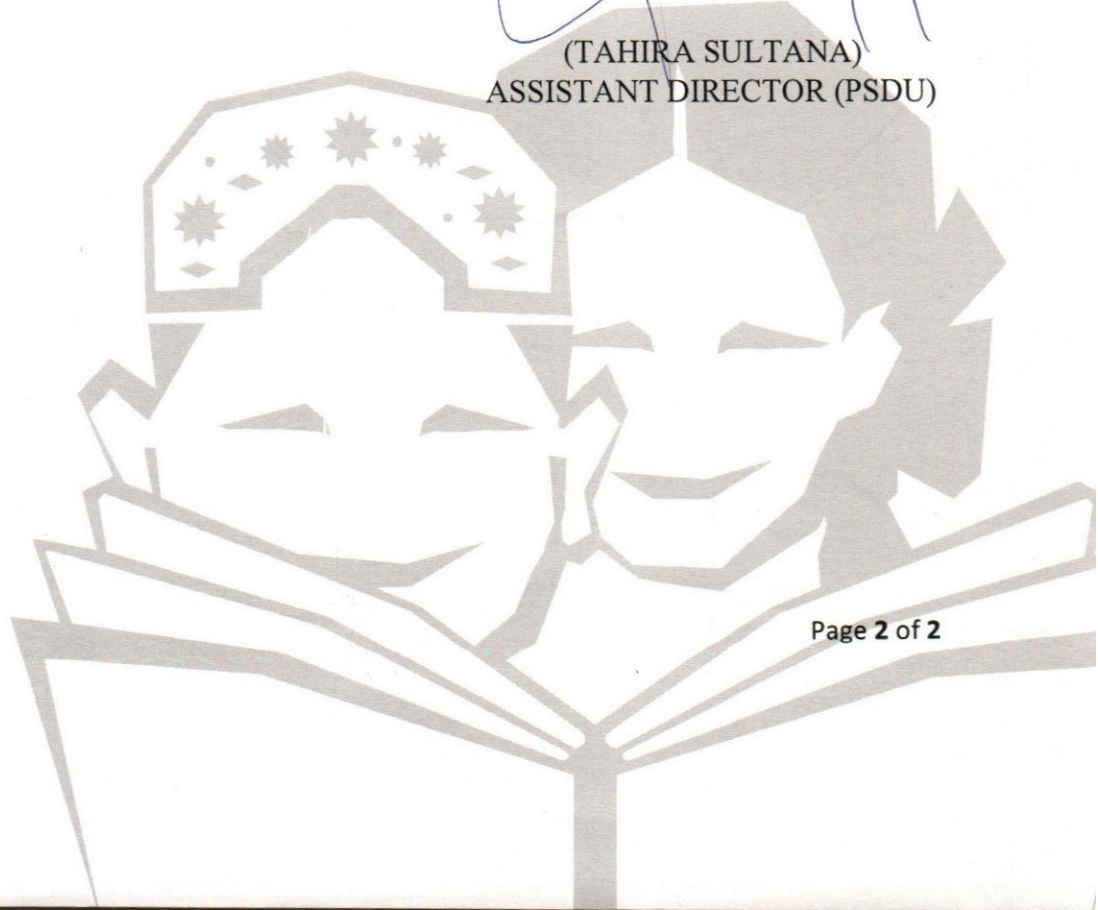
No: SEF/PSDU/011/2018

Karachi, Dated 08-August-2018

A copy is forwarded for information to:

1. Secretary, School Education & Literacy Department, Govt. of Sindh Karachi.
2. Directors (All), Sindh Education Foundation, Govt. of Sindh Karachi.
3. Program Heads (All), Sindh Education Foundation, Govt. of Sindh Karachi.
4. Staff Officer to Managing Director, Sindh Education Foundation, Govt. of Sindh Karachi.


(TAHIRA SULTANA)
ASSISTANT DIRECTOR (PSDU)



ABC ACADEMY

SEF ASSISTED SCHOOLS PROGRAM (SAS) – SEF/

PROMOTING PRIVATE SCHOOLS IN RURAL SINDH (PPRS) – SEF/

SEF MIDDLE/HIGH SCHOOL PROGRAM (SMHSP) – SEF /

EXISTING SCHOOL SUPPORT PROGRAM (ESSP) – SEF

ADOLESCENT AND ADULT LEARNING AND TRAINING PROGRAM (AALTP) – SEF

(Write down complete address of the school/Centre, and telephone number)

LETTER OF EMPLOYMENT - POSITION OF A HEAD TEACHER

DATE: _____

Name: _____

S/o, W/o, D/o _____

Address: _____

District / Taluka: _____

NIC No: _____

Cell No: _____

Dear Mr./Ms./Mrs. XXXXXX

The Sindh Education Foundation is pleased to appoint you as the Head Teacher at _____ (School/Centre Code & School's/Centre's name) being run under the SEF Assisted Schools (SAS) Program/ Promoting Private Schooling in Rural Sindh (PPRS) Program/ SEF Middle/High School Program (SMHSP)/ Existing School Support Program (ESSP)/Adolescents and Adult Learning and Training Program (AALTP) of the Sindh Education Foundation. Under the temporary Contract signed for this engagement, you shall be required to supervise the mentioned School / AALTP Centre in all respects including instructional, infrastructural, administrative and financial affairs thereof for a period until the School/ Centre is handed over by SEF to an SEF Partner for operational management, given, the time period shall not exceed a maximum period of 06 months.

Your timings will be _____.

Your Salary is fixed at _____ per month inclusive of all allowances.

A copy of the Employment Contract is attached.

Kindly sign below your acceptance of the terms and conditions as contained above and in the attached Contract.

I hereby agree to the terms and conditions stated above and in the attached Contract. I also undertake that I am neither a serving Government Teacher nor a serving Government Employee in any other department.

Name: _____

Signature: _____



CONTRACT OF EMPLOYMENT - POSITION OF A HEAD TEACHER

The Sindh Education Foundation (SEF) (hereinafter called the **Foundation**) and _____ (hereinafter called the **HEAD TEACHER**) enter into this "Employment Contract" on this day _____, 2018 and agree to the following conditions of employment.

I. THE NATURE AND SCOPE OF THE CONTRACT

- a. This document provides the terms and conditions of employment for Head Teachers in SEF Assisted Schools/ AALTP Centres as part of a stop gap arrangement notified vide Foundation's notification **No: SEF/PSDU/011/2018**, in the province of Sindh.
- b. This Contract shall serve as a legal instrument to outline the role of Head Teacher as an administrator and manager, in line with the Foundation's stop-gap arrangement policy, for a period until the School/ Centre is handed over by SEF to an SEF Partner for operational management, given, the time period shall not exceed a maximum period of 06 months from the date of signing.
- c. The nature of this Contract will remain temporary and shall stand null and void as soon as the Foundation hands over the administration of school/Centre to another Operator/Partner.
- d. Nothing contained in this Contract shall be construed as a future right of employment of the Head Teacher or deemed to give the Head Teacher any right over the assets of the School/Centre. It shall strictly be the sole discretion of the replacing Partner/ Operator to whether or not re-employ the Head Teacher at any position.

II. APPOINTMENT & PERIOD OF EMPLOYMENT

- a. The overall Contract term shall begin with the day the Contract is signed with the Head Teacher and shall end on the day prior to the day the new Partner/ Operator assumes the operational management of the School/ Centre by entering into a Contract with the Foundation, given, the time period shall not exceed a maximum period of 06 months from the date of signing.
- b. Since the nature of the Contract is temporary therefore both the Parties may revoke the Contract at any time during the currency of the Contract, without assigning any reason, by giving 15 days' notice notwithstanding the conditions contained at clause IX (a) (4&5).
- c. If the Head Teacher does not intimate the Foundation 15 days before quitting the job, then his/her salary for the notice period shall be deducted/recovered.

III. FOUNDATION's RESPONSIBILITIES

- a. The Foundation shall provide support to the "Head Teacher" in the most befitting manner, working together to provide quality education under the terms and conditions stated under this contract.
- b. The Foundation shall guarantee the "Head Teacher" a salary of PKR _____ per month in consideration of the services rendered by the Head Teacher.



Teacher through their Bank Accounts. The salary shall be paid on or before the last day of the month in which it has been earned.

- d. the amount of petty cash shall be credited to the Head Teacher's account for meeting the running costs of the School/Centre.

IV. HEAD TEACHER'S RESPONSIBILITIES

- a. During the entire term of the Contract, the Head Teacher must cooperate and comply with the instructions and carry out the assignments and tasks as given by the Foundation pertaining to the overall operations of the School/Centre.
- b. The Head Teacher must preferably not take the classes until there is a peculiar need.
- c. At all times during the term of this Contract, the Head Teacher must maintain a clean, neat and professional appearance.
- d. The Head Teacher's responsibilities shall include and are not limited to the following:
 - 1. manage instructional, infrastructural, administrative and financial affairs of the school/Centre in a transparent and accountable manner.
 - 2. liable to maintain academic and as well as financial records of each month including running costs such as petty cash that shall only be **reimbursed** after verifying evidences and examination & endorsement of submitted vouchers by concerned Regional team and Finance Department, SEF.
 - 3. for the purpose of (2) above, a committee under Regional/District Head-SEF will authorize the eligibility of expenditures (other than Salary and Petty Cash) including; Maintenance & Repair, Student/teacher transport, essential works; missing facilities, furniture/ fixtures, School/ Centre Supplies.
 - 4. participate in the development, evaluation and revision of the syllabi and assume responsibilities for the implementation of approved programs.
 - 5. provide input in development and maintenance of annual calendar and teachers' diaries.
 - 6. liaise with other schools/ Centres to create a collaborative learning culture and environment.
 - 7. respond to official emails, phone calls and enquiries of parents.
 - 8. maintain staff attendance registers along with their contact details.
 - 9. maintain student attendance register and files containing basic bio-data.
 - 10. make arrangements, coordinate and conduct annual exams if falling due in the given span of time.
 - 11. identify potential candidates/ teachers for academic training through screening process as and when required by the Foundation.
 - 12. propose selected teachers for training to perform administrative and management tasks if the need be.
 - 13. conduct faculty assessment through class inspections and student reviews.



14. keep an eye on faculty-student allocations.
15. issue warning letter to staff exhibiting consistent low performances or any misconduct.
16. track student engagement through report cards and take appropriate actions to improve student engagement.
17. report to the concerned Regional/District Team of SEF about any structural damage or need for regular repairs of School/ Centre premises.
18. supervise and advise teaching staff in improving quality of teaching.
19. help organize and plan co-curricular activities in schools/ Centres by proper allocation of resources.
20. oversee preparations of timetables and class scheduling.
21. coordinate faculty meetings to organize and oversee progress.
22. manage staff leaves by following procedures prescribed in leave rules.
23. support staff to adapt flexible learning material to increase engagement.
24. ensure financial reporting to the Foundation on prescribed formats.

V. WORKING HOURS

- a. The Head teacher shall work in coordination with the SEF's Regional/District Team from Monday through Saturday, and during special events as per the timings communicated to him/her.
- b. Late attendance by the Head Teacher for three days would count as one day of Casual Leave.

VI. SALARY

- a. The Foundation shall pay the Head Teacher a monthly salary of PKR _____ including all allowances.
- b. The monthly salary shall be transferred to the Head Teacher's respective bank account.
- c. The Foundation shall not deduct the salary on account of the public holidays.
- d. The salary shall continue to be paid during School/ Centre holidays.
- e. The Head Teacher shall be paid the salary for Summer and Winter Vacations (if falling in the given time period) if he/she joins back the school after vacations. However, in case where the Head Teacher is terminated in the month of May or in December right before the vacations, it would be mandatory for the Foundation to pay such Head Teacher the salary for vacations as well.
Provided, this Clause shall not be applicable to Learning Centres and shall only be applicable to Schools.
- f. If the Head Teacher resigns himself/herself right before the vacations, then the Head Teacher shall not be entitled to receiving any salary against the vacations.

Provided, this Clause shall not be applicable to Learning Centres and shall only be applicable to Schools.



- g. Attendance at scheduled staff/parent-teacher meetings, trainings, workshops and/or special events is mandatory and shall not be considered as overtime.

VII. VACATION & HOLIDAYS

The Head Teacher may be entitled to the following categories of leave of absence (paid):

- (a) Casual Leave
- (b) Medical Leave
- (c) Maternity Leave

a. Casual Leave

1. Casual Leave may be availed to the extent of 1 day per month during the currency of the Contract.
2. Applications for casual leave must be submitted in advance to the concerned Regional/District team of SEF. In exceptional cases, however such as mishaps or any sudden occurrences, necessitating leave, applications for leave should be sent the same day or latest by the next day.
3. Casual leave cannot be claimed as a matter of right, but will be subject to approval to be obtained from concerned Regional/District team of SEF.
4. If between two Casual Leaves there comes any holiday(s), all the days will be counted as Casual Leaves.
5. No Casual Leave will be granted during Exam days.

b. Medical Leave

1. Medical Leave to the extent of 2 days on full pay may be availed on monthly basis, that may be carried forward to the next month if remain un-utilised during the previous month.
2. The Medical Leaves shall lapse at the time of contract closure and there shall be no leave encashment.
3. Medical Leave applications must be accompanied with a medical certificate from a medical practitioner.

c. Maternity Leave

1. Maternity Leave to the extent of 3 months is permissible to the lady Head Teachers.

General Rules governing Leaves

1. Casual and Medical Leaves cannot be joined.
2. Casual and Medical Leaves cannot be granted during the Notice Period in the event of termination or resignation.
3. No Head Teacher can leave the station without prior permission of the concerned Regional/District team of SEF. In case the leave gets approved, he/she must leave his/her address in the office.



VIII. CHILD ABUSE

- a. There exists strict forbiddance of corporal punishment and sexual harassment of the students. In case a claim arises by a student or his/her parents, it shall be thoroughly investigated and if there is found an evidence to show Head Teacher's fault resulting into serious physical/ psychological injury to the student, the Foundation shall not only terminate the Contract immediately without serving any prior notice and without incurring any liability whatsoever but may also go for legal proceedings depending upon the severity of the issue.
- b. Child abuse shall mean any of the event, act of neglect or offence against the child and may include:
 1. Corporal punishment of any sort whatsoever.
 2. Use of children for personal work.
 3. Sexual, emotional or physical abuse of the child
 4. Distress caused to the student on account of Head Teacher and/ or administrative behavior leading to any major harm to the student.
 5. Any form of discrimination based on race, ethnicity, religion or gender

IX. TERMINATION OR VOLUNTARY RESIGNATION

- a. The Foundation reserves the right to terminate the Head Teacher from employment for the following causes:
 1. Inability to perform the task as envisaged under this Contract.
 2. Frequent absenteeism.
 3. Disciplinary issues against which at least two warning letters have already been issued.
 4. Criminal conduct/ Conviction by the Court/ Misconduct (if proved might lead to immediate termination).
 5. Child abuse (once proved, it shall result into immediate termination without any warning or notice period from the Foundation).
- b. In the event the Head Teacher resigns voluntarily from the employment, he/she can do so by giving 15 days' notice.
- c. If the Head Teacher is dismissed or resigns then he/she will be responsible to submit training manuals and all other relevant documents with the Foundation.



In witness hereof, the "Foundation" and the "Head Teacher" have affixed their signatures hereon.

AGREED:

(Signature of **HEAD TEACHER**)

(Date)

AGREED:

(Signature of **Foundation**)

(Date)

WITNESS:

(Signature of the **WITNESS**)

(Date)

