

HAND BOOK OF

Rules and Regulations

FOR STUDENTS IN HIGHER EDUCATION OF

Social Cultural Association's

**Smt. Narmdabai Nago Chaudhari Arts, Commerce
& Science College, Kusumba**



**This document has been prepared by the Principal, Smt.
Narmdabai Nago Chaudhari Arts, Commerce & Science
College, Kusumba in the light of the guidelines of KBC North
Maharashtra University Jalgaon and Social and Cultural
Association Kusumba**

2019

Social Cultural Association's
**Smt. Narmdabai Nago Chaudhari Arts, Science
& Commerce College, Kusumba**

**STUDENTS' HANDBOOK ON CODE OF ETHICS AND CONDUCT ALONG WITH
STANDARD PROCEDURES**

PREFACE:

This Handbook indicates the standard measures and practices of the SCA,s Smt.N.N.C. Arts, Science & Commerce College, Kusumba for all students enrolling with the college for pursuing various courses. All students must know that it is mandatory upon them to abide by this Code of Ethics and Conduct (hereinafter referred to as the 'Code') and the rights, responsibilities including the restrictions flowing from it.

The following is a summary and explanation of the rights, responsibilities, and rules governing student conduct at College. This statement serves as a general framework and is not intended to provide an exhaustive list of all possible community infractions. Students violating community standards may be held accountable through the student conduct process. For a complete description of the College's student conduct process, please see the section on Student Conduct Policies and Procedures.

Conduct expectations are outlined under the following policies:

- 1. Academic Misconduct**
- 2. Alcohol and Other Drugs**
- 3. Assault, Endangerment, or Infliction of Physical Harm**
- 4. Banners, Chalking, and Posters**
- 5. Harassment and Extortion**
- 6. Discrimination, Including Harassment, Based on Protected Class**
- 7. Disorderly Conduct**
- 8. Events and Parties**
- 9. Failure to Comply**
- 10. False Representation**
- 11. Hazing**
- 12. Retaliation**
- 13. Sexual Misconduct, Including Sexual Assault, Sexual and Gender-Based Harassment, Stalking, and Intimate-Partner Violence**
- 14. Smoking**
- 15. Theft, Vandalism, or Property Damage**
- 16. Unauthorized Entry or Access**
- 17. Unauthorized Use of College Facilities and Services**
- 18. Violation of Local, State, or Federal Law**
- 19. Weapons and Fireworks**
- 20. Uniform and Identity Card**

1. Academic Misconduct-

Academic misconduct is defined as a violation of the College's standards of academic integrity whether these violations are intentional or unintentional. Academic misconduct consists of cheating on an exam, plagiarism on an academic assignment, or unauthorized collaborative work.

Evidence of academic misconduct may include, but is not limited to, the following:

- 1.1 Some of the student's work coincides with or closely paraphrases a source that is not properly acknowledged.
- 1.2 Glaring coincidences in the work of students on exams, papers, problem sets, etc., where cooperation in producing the work was not permitted.
- 1.3 Submission of the same work in more than one course. When submitting any work to an instructor for a course, it is assumed that the work was produced specifically for that course.
- 1.4 Submission of the same work in more than one course without prior approval is prohibited.
- 1.5 Sources that must be acknowledged include, but are not limited to, lab manuals, books, articles in books, journal articles, and web pages, along with graphs, charts, tables, data sets, etc., in any of the sources just mentioned. Proper acknowledgment must indicate both the source and how it served as a source for any specific portions of the student's assignment.

The informal nature of some writing may obviate the necessity of rigorously formal citation, but still requires honest attribution to original authors of all

borrowed materials. Students should feel free to consult with instructors whenever there is doubt as to proper documentation.

2. Alcohol and Other Drugs

The unlawful possession, use, purchase, or distribution of alcohol on College property or as part of any College activity is prohibited. The unlawful possession, use, purchase; or distribution of illicit drugs, controlled substances (including stimulants, depressants, narcotics, or hallucinogenic drugs), or paraphernalia—or the misuse of prescription drugs, including sharing, procuring, buying, or using in a manner different from the prescribed use, or by someone other than the person for whom it was prescribed—is prohibited on College property or as part of any College activity. SCA'S N.N.C College recognizes that there may be situations in which students would be in need of swift medical assistance for themselves or others, as a result of alcohol and/or drug use. The College expects each student to share in the safety and wellbeing of their fellow students and to seek out assistance from College officials (Vice principals, Teaching or Non-teaching staff, Office Staff) and/or medical emergency services through 102, without fear of College disciplinary action for the consumption of alcohol and/or use of controlled substances. Under the College's Alcohol and Other Drug Amnesty policy, typically neither the student in need nor the student or student organization requesting assistance will be subject to disciplinary action as a result of a violation of the Alcohol and/or Drug Policy.

3. Assault, Endangerment, of Infliction of Physical Harm

Physical restraint, assault, or any other act of violence or use of physical force against any member of the community, or any act that threatens the use of physical force is forbidden. Conduct—whether reckless or intentional—that a person knows, or which any reasonable person under the circumstances would know, places oneself or another at risk of bodily harm is subject to disciplinary action, whether or not the risk is realized. The director of student conduct, in consultation with the principal of students, will review the conduct

and the circumstances in which it occurred and decide whether it falls under a minor or major adjudication, or to refer it to the College Judicial Committee for adjudication. The more reckless the conduct and the greater the risk of serious bodily harm and/or the greater the actual bodily harm caused, the greater the likelihood of a severe sanction.

4. Banners, Chalkings, and Posters

As stated in the Academic Freedom and Responsibility Policy, membership in the academic community imposes on students, faculty members, administrators, and trustees an obligation to respect the dignity of others, to acknowledge their right to express differing opinions, and to foster and defend intellectual honesty, inquiry and instruction, and free expression on and off campus. These freedoms of expression extend so far as the expression does not impinge on the rights of other members of the community or the orderly and essential operations of the College. These are fundamental norms and expectations of expression for SCA'S N.N.C Arts Commerce and science College. Banners, chalking, and posters are subject to reasonable requirements on their display and may be removed when a violation of College policy or the requirements described below occur. Some examples of behaviors that are inconsistent with our norms and expectations include actionable harassment or bullying; threats, intimidation, or incitement of violence; and defamation or other unlawful invasion into the privacy of others.

All are encouraged to engage in the civil exchange of viewpoints, with the understanding that even where we disagree, we can still recognize that we are all valued members of the SCA'S N.N.C Arts Commerce and science College community. Students are also encouraged to read the Disorderly Conduct policy within the Student Code of Conduct.

4.1 Banners: Banners may only be hung in front of notice boards. Banners hung elsewhere, will be removed. The standard maximum duration for banner display

is one (1) week; groups and student organizations are limited to one (1) banner reservation per month. Priority is given to student organizations or communitywide events (e.g., Winter Formal, Large-Scale Event, etc.). Requests for banner space must be made to the Principal Office in five (5) business day's advance of the requested starting display date. All banners must be reviewed by the Principal Office prior to installation. Students acknowledge that a banner is at risk of being stolen, and the College is not responsible for such loss or damage. External advertisements and solicitations of a commercial nature are prohibited. For banners in Sharpies, once approved, students may hang their banner using tape or string. Students are responsible for removing their banner after the five-day display period. Installations will not occur on weekends and are subject to the availability of staff. Banners must be no more than 8-feet wide and no more than 5-feet tall; made of vinyl or durable plastic or color-fast printed/painted fabric (hemmed); grommets should be present on the banner corners to ensure secure attachment to the wall; and a few short slits should be cut in the banner to inhibit the wind from catching and ripping the material. Banners will be removed on Monday mornings, and students must retrieve their banner from facilities no later than noon the following day. Failure to do so could result in banner disposal.

4.2 Chalkings: Chalkings are permitted only on paved, outdoor walkways that are open to the rain. Walkways under porches or archways and vertical surfaces may not be used, and such chalkings will be washed away. Science Center outdoor blackboards are meant for dynamic use while members of the community are present. Questions about particular chalking or postings should be directed to the Principal Office. Chalking or writing anything on the classroom or laboratory walls are subject to disciplinary action.

4.3 Posters: All advertisements, flyers, notices, etc., constitute posters and may only be posted on public notice boards. Outdated posters must be promptly removed; anyone may remove outdated posters from public notice boards. Posters may not be placed on light posts, trash cans, buildings, walls, floors, doors, windows in doors, walkways, bike racks, handrails, stairs, or trees, nor may they be placed on the assigned group bulletin boards in the college premises

without permission from the Principal Office. Posters need to be "signed" with a recognized student organization or the individual name of a responsible student. No mentions or images of alcohol are allowed. If posters do not conform to these rules, they may be removed, and the individual or group may be fined or held financially responsible for damage.

5. Harassment and Extortion

5.1 Harassment: Harassment includes any electronic, written, verbal, or physical act or a series of acts of physical, social, or emotional domination that is intended to cause or any reasonable person should know would cause physical or substantial emotional harm to another student or group of students. Harassment conduct may not only cause a negative effect on individuals targeted, but also others who observe the conduct. Harassment conduct is severe, persistent, or pervasive and has the effect of doing any of the following: (i) substantially interfering with a community member's education, employment, or full enjoyment of the college;^[SEP]

(ii) creating a threatening or intimidating environment; or^[SEP] (iii) substantially disrupting the orderly operation of the College. Harassment is prohibited, and participating in such acts will result in disciplinary action. 5.2 Extortion. Extortion is any verbal, written, or electronic threats of violence or other threatening behavior directed toward another person or group that reasonably leads the person(s) in the group to fear for their physical well-being. Intimidation is prohibited and will result in disciplinary action. Anyone who attempts to use harassment or extortion to retaliate against someone who reports an incident, brings a complaint, or participates in an investigation in an attempt to influence the student conduct process will be in violation of retaliation as described within this handbook and will be subject to disciplinary action.

When acts of harassment and extortion occur in the context of intimate-partner violence or when the behavior is perpetrated on the basis of sex or gender, the conduct will be resolved under the Sexual Assault and Harassment Policy.

6. Discrimination, Including Harassment, Based On A Protected Class

Discrimination, including harassment, based on a protected class is defined as unreasonable, unwelcome conduct, based on an individual's sex, race, color, age, religion, national or ethnic origin, sexual orientation, gender identity or expression, pregnancy, marital status, medical condition, veteran status, disability, or any other legally protected classification, that objectively and subjectively harms the person by severely, persistently, or pervasively interfering with the person's educational opportunities, full enjoyment of residence and community, or terms of employment. This type of discrimination can occur in any form and can be directed at individuals or groups. Depending on the severity of the circumstances, infractions may be resolved through a variety of appropriate methods, ranging from informal, remedial steps, including training, counseling, or mediation to disciplinary action, up to and including suspension or expulsion. In all cases, the College encourages individuals to seek support and assistance as soon as possible. Before any behavior can be considered for the student conduct process, it must be clear that no substantial free expression interests are threatened by bringing a formal charge of discrimination. If a person has been subject to discrimination including harassment on the basis of a protected classification, as described above, the student should consult with the vice principals for guidance. The College's Sexual Assault and Harassment Policy prohibits all forms of sexual misconduct, including sexual harassment, sexual assault, sexual exploitation, indecent exposure, intimate-partner violence, dating violence, and domestic violence, retaliation, stalking, and other misconduct that is sex or gender based, or in the context of an intimate partner relationship including: harassment and extortion, stalking, physical assault, and discrimination.

If a person has been subject to sexual misconduct in any form, the person should consult with the "Manila takrar Nivaran Samiti" or vice principal of any discipline for guidance and resolution of sex or gender based complaints under the Sexual Assault and Harassment Policy.

7. Disorderly Conduct

Students at SCA's N.N.C College have the right to express their views, feelings, and beliefs inside and outside the classroom and to support causes publicly, including by demonstrations and other means. These freedoms of expression extend so far as expression does not impinge on the rights of other members of the community or the orderly and/or essential operations of the College. In light of the principles and expectations described within the policy on Academic Freedom and Responsibility, disorderly conduct is not permitted. Disorderly conduct is a violation that prevents the orderly operation of the College, which includes, but is not limited to: i) Excessive noise, which interferes with classes, College offices, residence hall neighbors, or other campus and community activities; ii) Unauthorized entry into or occupation of a private work area; iii) Conduct that restricts or prevents faculty or staff members or student employees from performing their duties, including interruption of meetings, classes, or events; iv) Failure to maintain clear passage into or out of any College building or passageway, and/or work space; v) Failure to disperse when a building, office, or campus space is closed; and/or vi) Other conduct that disrupts the operations of the College, such as lectures, meetings, events, ceremonies, or other necessary business and community functions.

8.Events and Parties-

The College defines an event as an academic, intellectual, cultural, and/or social gathering, held by students or a student organization, in campus space. Events can be open to the entire campus community, open to all enrolled students.

9. Failure to Comply

The College expects students to comply with the directions of law enforcement officers or College officials acting in the performance of their duties. Furthermore, the College expects students held responsible for Student Code of Conduct violations to fully comply with all disciplinary sanctions imposed by the College. A responsible student's failure to comply with imposed sanctions or any related directions of a College official in the performance of their duties will be subject to further disciplinary action.

10. False Representation

A student may not knowingly provide false information or make misrepresentation to any College office. In addition, the forgery, alteration, or unauthorized possession or use of College documents, records, or instruments of identification, forged or fraudulent communications (paper or electronic mail) are prohibited. Upon request, students are obligated to provide College personnel with accurate identification and must present their Identity Card when requested. A student may not knowingly provide false information or make misrepresentations to any College office

In addition, the forgery, alteration, or unauthorized possession or use of College documents, records, or instruments of identification, or forged or fraudulent communications (paper or electronic mail) are prohibited and subject to disciplinary action.

11. Hazing

SCA'S NNC College prohibits any form of hazing, whether the activities occur on or off property owned or operated by the College. Failure to notify the College of an incident of hazing, may be a violation of this policy. Hazing includes, but is not limited to, any behavior and/or acts of servitude that is designed or intended to humiliate, degrade, embarrass, harass, or ridicule an individual, or that which a reasonable person would deem harmful or potentially

harmful to an individual's physical, emotional, or psychological well-being, as an actual or perceived condition of new or continued affiliation with any organization, and/or team. Hazing also includes knowingly or recklessly engaging in such behavior and/or acts. Engagement in any of these behaviors, regardless of the intent to cause harm or the willingness of an individual to participate in such activity, for the purpose of initiation, admission, or continued affiliation and/or membership, is a violation of this policy.

12. Retaliation

The College will not tolerate retaliation. Retaliation against any person or group who makes a complaint, cooperates with an investigation, or participates in ^{[[]]} a resolution process is a violation of College policy. Retaliation can take many forms, including continued abuse or violence, bullying, threats, and intimidation. Any individual or group of individuals, not just a complainant or respondent, can engage in retaliation.

Retaliation should be reported promptly to the senior class principal and director of student conduct and may result in disciplinary action independent of any sanction or interim measures imposed in response to the underlying allegation of misconduct.

13. Sexual Misconduct, Including Sexual Harassment, Sexual Assault, Sexual Exploitation, Indecent Exposure, Intimate Partner Violence:

Dating Violence and Domestic Violence, Retaliation, Stalking, and Other Misconduct that is Sex or Gender Based, or in the context of an Intimate Partner Relationship Including: Harassment and Extortion, Stalking, Physical Assault and Discrimination, SCA'S NNC College is committed to establishing and maintaining a community rich in equality and free from all forms of discrimination and harassment. The College seeks to create an environment in which the greatest academic potential of students and professional potential of employees may be realized. In order to create and maintain such an environment, the College recognizes that all who work and learn at the College are responsible for ensuring

that the community is free from discrimination based on sex or gender, including sexual assault, sexual harassment, stalking, and intimate-partner violence. These behaviors threaten our learning, living, and work environments and will not be tolerated.

The College's Sexual Assault and Harassment Policy prohibits all forms of sexual misconduct, including sexual harassment, sexual assault, sexual exploitation, indecent exposure, intimate-partner violence, dating violence and domestic violence, retaliation, stalking, and other misconduct that is sex or gender based, or in the context of an intimate partner relationship including: bullying and intimidation, physical assault and stalking, discrimination.

14. Smoking

Smoking is prohibited in all indoor or outdoor spaces throughout the College, including meeting class rooms, , offices, library, walkways and playground et. Theft, Vandalism, or Property Damage

Theft, negligent, intentional, or accidental damage to personal or College property is prohibited, as is possession of stolen property. Restitution may be charged to the appropriate individual(s) and may warrant College disciplinary action. In the event that damage occurs in residence-hall common space for which no one assumes responsibility, restitution may be divided equally among all residents of that hall. Administrative fees may be added if students do not comply by the end of the semester. For damage that occurs during a student event in ^[SEP]a space other than a residence hall and for which ^[SEP]no individual student(s) accept(s) responsibility, the sponsoring students and/or organization may be held accountable for the money for replacement or repair of the damaged property and may be subject to further disciplinary action.

16. Unauthorized Entry or Access

Unauthorized entry into or presence within enclosed College buildings or areas, including athletic facilities, construction sites, and offices, even when unlocked, is prohibited. Climbing on any College building or College-owned structure or being present on building roofs is prohibited without authorization. Tampering with locks to College buildings, unauthorized possession or use of College keys, and alteration or duplication of College keys is against College policy. Participation in any of these activities may subject a student to fines and/or further disciplinary action.

17. Unauthorized Use of College Facilities or Services

The unauthorized use of College property, including but not limited to College buildings, spaces and grounds; College documents and records; or College furnishings, equipment and materials, is a violation of College policy and is subject to disciplinary action. The Acceptable Use Policy under Academic Policies provides guidelines for use of College computer systems and networks.

c Violation of Local, State, or Federal Law

Any violation of local, state, federal, or international law may subject a student to College disciplinary action. A pending appeal of a conviction shall not affect the application of this rule.

19. Weapons and Fireworks

No student may possess or use a firearm on SCA'S N.N.C. College property or its environs. Firearms, including rifles, shotguns, handguns, air guns, and gas-powered guns and all ammunition or hand-loading equipment and supplies for the same, are not allowed. No student may possess or use fireworks, dangerous devices, chemicals, or explosives on SCA'S N.N.C. College property or its environs. Items such as knives that could be viewed as weapons are forbidden.

20. Uniform and Identity Card

SCA'S N.N.C. College describes the Uniform and Identity cards in the annual prospectus for the enrolled students. The color and pattern of the student uniform may be subject to change with any period of time. Any type of change in the uniform will be declared at the time of opening of academic session by the college authority. It is compulsory for the students to be in uniform with identity card in the college premises. Any student encounters without uniform or/and without identity cards is subject to disciplinary action.



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Principal

Smt Narmadabai Nago Chaudhari
Arts, Commerce & Science College
Kusumba-424302,
Tal. & Dist. Dhule (M.S.)

A CODE OF CONDUCT

For Teacher in Higher Education of
Social Cultural Association's

*Smt. Narmadabai Nago Chaudhari Arts Commerce &
Science College, Kusumba*



Prepared by:

**Principal, SCA's Smt.N.N.C Arts, Commerce & Science
College, Kusumba Tal.&Dist-Dhule**

2019

SCA,s Arts, Science & Commerce College, Kusumba

Teachers and their Responsibilities:

Whoever adopts teaching as a profession assumes the obligation to conduct himself / herself in accordance with the ideal of the profession. A teacher is constantly under the scrutiny of his students and the society at large. Therefore, every teacher should see that there is no incompatibility between his precepts and practice. The national ideals of education which have already been set forth and which he/she should seek to inculcate among students must be his/her own ideals. The profession further requires that the teacher should be calm, patient and communicative by temperament and amiable in disposition.

Teacher should:

1. Adhere to a responsible pattern of conduct and demeanor expected of them by the community;
2. Manage their private affairs in a manner consistent with the dignity of the profession;
3. Seek to make professional growth continuous through study and research;
4. Express free and frank opinion by participation at professional meetings, seminars, conferences etc., towards the contribution of knowledge;
5. Maintain active membership of professional organizations and strive to improve education and profession through them;
6. Perform their duties in the form of teaching, tutorials, practicals, seminars and research work, conscientiously and with dedication;

7. Discourage and not indulge in plagiarism and other non-ethical behavior in teaching and research;
8. Abide by the Act, Statute and Ordinance of the University and to respect its ideals, vision, mission, cultural practices and tradition;
9. Co-operate and assist in carrying out the functions relating to the educational responsibilities of the college and the university, such as: assisting in appraising applications for admission, advising and counselling students as well as assisting the conduct of university and college examinations, including supervision, invigilation and evaluation; and
10. Participate in extension, co-curricular and extra-curricular activities, including the community service. Teachers and Students Teachers should:
 1. Respect the rights and dignity of the student in expressing his/her opinion;
 2. Deal justly and impartially with students regardless of their religion, cast gender,
 3. political, economic, social and physical characteristics;
 4. Recognize the difference in aptitude and capabilities among students and strive to
 5. meet their individual needs;
 6. Encourage students to improve their attainments, develop their personalities and at the
 7. same time contribute to community welfare;
 8. Inculcate among students scientific temper, spirit of inquiry and ideals of democracy,
 9. patriotism, social justice, environmental protection and peace;
 10. Treat the students with dignity and not behave in a vindictive manner towards any of them for any reason;

11. Pay attention to only the attainment of the student in the assessment of merit;
12. Make themselves available to the students even beyond their class hours and help and guide students without any remuneration or reward;
13. Aid students to develop an understanding of our national heritage and national goals; and
14. Refrain from inciting students against other students, colleagues or administration. Teachers and Colleagues Teachers should:
 1. Treat other members of the profession in the same manner as they themselves wish to be treated;
 2. Speak respectfully of other teachers and render assistance for professional betterment;
 3. Refrain from making unsubstantiated allegations against colleagues to higher authorities; and Refrain from allowing considerations of caste, creed, religion, race or sex in their professional endeavor.

Teachers and Authorities Teachers should:

1. Discharge their professional responsibilities according to the existing Rules and adhere to procedures and methods consistent with their profession in initiating steps through their own institutional bodies and / or professional organizations for change of any such Rule detrimental to the professional interest;
2. Refrain from undertaking any other employment and commitment, including private tuitions and coaching classes which are likely to interfere with their professional responsibilities;
3. Co-operate in the formulation of policies of the institution by accepting various offices and discharge responsibilities which such offices may demand;

4. Co-operate through their organizations in the formulation of policies of the other institutions and accept offices;
5. Co-operate with the authorities for the betterment of the institutions keeping in view the interest and in conformity with the dignity of the profession;
6. Adhere to the terms of contract;
7. Give and expect due notice before a change of position takes place; and 8. Refrain from availing themselves of leave except on unavoidable grounds and as far as practicable with prior intimation, keeping in view their particular responsibility for completion of academic schedule.

Teachers and Non-Teaching Staff Teachers should:

1. Treat the non-teaching staff as colleagues and equal partners in a cooperative undertaking, within every educational institution;
2. Help in the functioning of joint-staff councils covering both the teachers and

Teachers and Guardians

Teachers should:

Try to see through teachers' bodies and organizations, that institutions maintain contact with the guardians, their students, send reports of their performance to the guardians whenever necessary and meet the guardians in meetings convened for the purpose for mutual exchange of ideas and for the benefit of the institution.

Teachers and Society Teachers should:

1. Recognize that education is a public service and strive to keep the public informed of the educational programmes which are being provided;
2. Work to improve education in the community and strengthen the community's moral and intellectual life ;

3. Be aware of social problems and take part in such activities as would be conducive to the progress of society and hence the country as a whole;
4. Perform the duties of citizenship, participate in community activities and shoulder responsibilities of public offices;
5. Refrain from taking part in or subscribing to or assisting in any way activities, which tend to promote feeling of hatred or enmity among different communities, religions or linguistic groups but actively work for national integration.

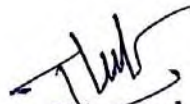
College Principal College Principal should:

- a) Provide inspirational and motivational value-based academic and executive leadership to the college through policy formation, operational management,
- b) organization of human resources and concern for environment and sustainability;
- c) Conduct himself/herself with transparency, fairness, honesty, highest degree of ethics and decision making that is in the best interest of the college;
- d) Act as steward of the college's assets in managing the resources responsibility, optimally, effectively and efficiently for providing a conducive working and learning environment;
- e) Promote the collaborative, shared and consultative work culture in the college, paving way for innovative thinking and ideas;
- f) Endeavour to promote a work culture and ethics that brings about quality, professionalism, satisfaction and service to the nation and society;
- g) Adhere to a responsible pattern of conduct and demeanor expected of them by the community;
- h) Manage their private affairs in a manner consistent with the dignity of the profession;

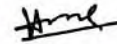
- i) Discourage and not indulge in plagiarism and other non-ethical behavior in teaching and research;
- j) Participate in extension, co-curricular and extra-curricular activities, including the community service;
- k) Refrain from allowing consideration of caste, creed, religion, race, gender or sex in their professional Endeavour.

Director Physical Education and Sports (University/ College)/ Librarian (University/Collegè) Director Physical Education and Sports (University/ College)/ Librarian (University/College) should:

- a) Adhere to a responsible pattern of conduct and demeanor expected of them by the community;
- b) Manage their private affairs in a manner consistent with the dignity of the profession;
- c) Discourage and not indulge in plagiarism and other non-ethical behavior in teaching and research;
- d) Participate in extension, co-curricular and extra-curricular activities, including the community service;
- e) Refrain from allowing consideration of caste, creed, religion, race, gender or sex in their professional Endeavour.


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**A CODE OF
CONDUCT**

FOR ADMINISTRATIVE BODY

OF

Social Cultural Association's

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Commerce & Science College, Kusumba Tal. &
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2019

TERMS AND CONDITIONS OF SERVICE AND CODE OF CONDUCT OF TEACHERS IN COLLEGES SCHOOLS/ AFFILIATED COLLEGES/ RECOGNISED INSTITUTIONS.

The terms and conditions on which the entire teacher in any Institution (including affiliated colleges / Schools / recognized Institution) including. Heads of departments or schools recognized Institution; Principals of affiliated colleges can be appointed shall be as per provisions of this ordinance. However the provisions of this ordinance shall not apply to (i) College or Institution which are managed or fully maintained by the central and / or state government and have adopted all the service rules together with all perquisites and benefits as per the rules of the central and/ or State Government (ii) College or Institutions which are run and / or managed by trust or Society but their service rules together with all perquisites and benefits are as per the rules of the central and/or State Government (iii) Colleges or Institutions which are run and / or managed by trust or society but their service rules together with all perquisites and benefits are prescribed by special provisions of central and / or state government and rules with all perquisites and benefits are adopted and/ or implemented by trust or Society. Any term or condition in service rules of any college or recognized Institution which is inconsistent with any these rules shall be null and void as against the teacher to the extent of its inconsistency. The following shall be the terms and conditions of appointment of teachers in Institutions. (1) For the purpose of this ordinance unless subject or context requires otherwise:- (a) "Institution" includes College departments (or Schools)/ affiliated colleges / recognized Institutions. (b) "Head" includes Head of the College department (or Schools) recognized Institution/ Principal of the affiliated college. (c) "Management" includes Management of an affiliated college (under

sections 2 (2) of Tribunal Act. 1982) as well recognized Institution /Syndicate or Executive Council of the Sanstha. (d) "State Government" means the Government of Maharashtra State. (2) It shall be incumbent on every teacher to perform the academic duties such as preparation of lecturers, class lecturing, tutorials, assignments, demonstrations, group discussions, Library assignments, guidance etc. It shall also be obligatory for a teacher to do all work connected with extracurricular and co-curricular activities assigned to him by the Head of his Institution, It shall also be obligatory for a teacher to do all work connected with examination such as paper setting, assessment and reassessment of answer books including moderation, preparing result, invigilation superintendent of examination centre, working as a member of team of squad/ observer, coding - decoding of answer books, coordinating work of Central assessment etc. assigned to him by the Registrar of the University or by the Head of his Institution. It shall also be obligatory for a teacher to train himself in operation and use of all technological advancement and gadgets necessary to perform his duties. Failure to perform any such duty shall constitute misconduct on the part of a teacher and such a teacher shall be liable to disciplinary action. (

3) LETTER OF APPOINTMENT:-

It shall be incumbent on every Management to give a written appointment letter to every teacher, full time or part - time where in the designation, pay scale, starting salary along with allowances and nature of appointment i.e. probationary, temporary or permanent shall be invariably stated. A teacher appointed temporarily shall be deemed to be a teacher appointed on probation from the date of appointment unless he/she is appointed on a temporary vacancy by a permanent teacher proceeding on leave. A copy of the Service Rules of the Institution shall invariably be given by the Management to every such teacher along with his/her appointment letter. The teacher concerned shall deliver a acceptance letter duly signed to the Management within the period specified in the letter of appointment; he/she will also acknowledge the receipt of a copy of service rules. A teacher who accepts an appointment before the commencement of term shall join that college on the date specified in the appointment letter. If he/she fails to do so, without any reasonable cause and

in this fact is reported to the University by the Management, the Secretary shall, after due inquiry, notify his/her name to all other departments, Colleges and Institutions affiliated to or recognized by this Sanstha and he/she shall not be appointed as a teacher in any of such colleges or Institutions or departments for that particular academic year without the permission of the Secretary.

(4) PROBATIONARY PERIOD:

(a) No person appointed as full-time or part-time in a College or an Institution shall be required to put in more than two year service as a probationer before he / she is confirmed. A letter of confirmation shall be issued to a teacher at least one month before the expiry of the period of his/her probation. In case, a Management does not issue such a letter of confirmation as mentioned there in he / she shall be deemed to have been confirmed in his/her service.

(b) Every teacher shall be entitled to get the increment during the period of probation.

(5) The minimum salaries and pay scales / grades of pay of the teachers of the colleges shall be same as prescribed, revised and accepted by the University Grants Commission and State Government from time to time.

In addition to pay, the teachers shall be paid Dearness Allowance at the rates prescribed by the State Government from time to time. The teachers shall also be paid House Rent Allowance and Local Compensatory Allowance at the rates admissible to Government employees from time to time. Further the Principal shall be paid House Rent Allowance as per rules of State Government prevailing from time to time or Rs.2000/- whichever is more. The above amendment shall take effect retrospectively from 01-01-1996.

(6) VACATION PAY:

Subject to the under mentioned proviso, a Full - time as well as a part time teacher in college who ceases to be in the service of that particular Institution

with effect from the end of the First or Second term / session, except those who are removed from service under clause (9) of this Ordinance, shall be paid his/her vacation salary in accordance with the following: (a) If he / she has served for the major part of the whole academic year he/she shall be paid his / her salary for the full vacation period following the end of the second term. (b) If he / she served for the major part either of the first or the second term, he / she shall be paid his/her salary for fifteen days after the last day of the relevant term. Provide always that such a teacher has not left his/her Institution without giving notice as required under clause (7) below and his / her appointment was not on a leave vacancy or for a fixed period. (Explanation: For purpose of this clause, "Salary" shall mean basic salary and all allowances; Major Part" means two third or more of the whole period; Academic Year" means the period between the first day of the first term and the last day of the second term) as laid down in O.56 for the relevant faculty.)

(7) RESIGNATION BY A TEACHER:

(a) A teacher may resign from the service of the Institution on his/her giving one month's notice if he/she is in temporary employment or on probation and three months' notice if he/she is confirmed teacher. Such notice shall expire at least one day before the commencement of the next term. (b) If notice falls short of the requisite period, the Management will have an option either

to say that the notice is not valid; or to waive the short fall in period of notice on payment by the teacher an amount equal to his/her salary and allowances for the period by which the notice falls short of the requisite period. The Management shall exercise this option within ten days of the receipt of notice from the teacher. If the Management fails to exercise this option within the time specified above; it will be deemed that the Management has waived the short fall in the period of notice and it will be entitled only to claim the amount mentioned above.

(c) Not with standing the provision in sub-clause (a) and (b) of this clause but subject always to the provision of sub -clause (d) below, a teacher may resign without giving notice provided he obtains written consent the Management.

(d) It is made clear that no teacher shall resign his/her post except with effect from the end of a term, provided however, that under special circumstance the teacher can resign during the term with the previous permission of the Chairman of the Management Committee. (e) If a teacher desires to submit his resignation, he shall tender the same in person to the Secretary and resignation of a teacher shall not be accepted by the Management unless it is so tendered and forwarded to the Management by the Secretary duly endorsed. The acceptance of any resignation in contravention of this clause shall be ineffective.

(8) TERMINATION OF SERVICE BY THE MANAGEMENT:

(i) In the case of a temporary teacher or a teacher on probation, the Management can terminate his / her services by giving him/her a notice which shall be for a period of not less than a month from the date of receipt by the teacher. Such notice shall expire on the last day of the term during which it is given.

(ii) If the notice falls short of the requisite period, the teacher will have an option either to say that the notice is not valid or to waive the short-fall in the period of notice on payment by the Management of the salary and allowances for the period by which the notice falls short of the requisite period. The teacher shall exercise his option within ten days of the receipt of notice from the Management. If the teacher fails to exercise this option within the time specified above, it will be deemed that the teacher has waived the short-tail in the period of notice and he/she will be entitled to claim only the amount mentioned above.

(iii) The notice of the termination of service of a teacher on probation shall be effective only after the approval by the Secretary. If by that time the probation period has expired and the Secretary has not taken decision, the service of the teacher shall not be considered as confirmed until the decision is taken by the Secretary.

(iv) The Vice-Chancellor shall communicate to the Management in writing his approval or disapproval of the notice within a period of ninety days from the date of receipt of the copy of the notice by the Secretary.

(v) The Secretary shall as soon as possible there after inquire into the matter - in such a manner including the hearing of the teacher concerned as he may think fit. The Secretary, thereafter, shall approve or disapprove the notice given by the Management. If the Secretary disapproves the notice, such notice will be deemed to be withdrawn by the Management and thereafter the teacher concerned will continue to remain in service. In such case the service of the concerned teacher will be deemed to be confirmed under the relevant clause of this ordinance.

(vi) If the Secretary does not communicate his approval or disapproval of the notice within the stipulated period of ninety days, the notice shall be deemed to be disapproved by the Secretary and the services of the concerned teacher will be deemed to be confirmed under the relevant clauses of this ordinance.

(B) (i) Service of confirmed teacher shall not be terminated by the Management except on any one or more of the following grounds and except with the previous approval of the Vice- Chancellor.

(a) The teacher's continuance in service is prejudicial to the smooth or efficient working of the Institution.

(b) The Teacher's continuance in service is prejudicial to maintenance of discipline among the members of the staff or the students.

(c) The teacher is rendered surplus on account of reorganization of subject taught in the Institution or reduction of work-load in the Institution, provided that the Junior-most teacher / Teachers only in the Department is/are served with this notice.

(ii) When a Management desires to terminate the services of a confirmed teacher on any one of the grounds mentioned above, the Management shall give notice of its intention to do so to the teacher. The notice shall state the ground on which it is desired to terminate the services of the teacher. Such notice shall be of not less

than three months duration calculated from the date of its receipt by the teacher and shall also expire on the last day of the second term.

(iii) Within seven days of the notice under sub – clause (ii) served on the concerned teacher the Management shall constitute an inquiry against the concerned teacher. The inquiry shall be completed as soon as possible. The Inquiry officer shall submit the report to the Management within three months of his date of appointment.

(iv) The inquiry shall be conducted by a member of the Principal of the Sanstha who is nominated by the Management. The inquiry officer should not be below the rank of the teacher against whom inquiry is constituted and should not be an employee of the management.

(v) Within seven days of receiving the report from the officer, the Management shall decide the action to be taken against the concerned teacher. The Management shall submit the proposal of the action to be taken against the concerned teacher to the Secretary for his approval or disapproval within fourteen days of receiving the report of the Inquiry officer.

(vi) The Secretary shall, as soon as possible, there after inquire into the matter in such manner including the hearing of the concerned teacher as he may deem fit. The Secretary may, thereafter, approve or disapprove the proposal of the action to be taken submitted by the Management.

(vii) The Secretary shall communicate in writing the approval or disapproval of the proposal to the Management within forty five days from the date of receipt of the proposal by the Secretary.

(viii) If the Secretary does not communicate his approval or disapproval within the stipulated period of forty five days, the proposal shall be deemed to have been approved by the Secretary.

(xi) If the Secretary approves of the proposal, the teacher concerned shall be paid, in addition to any other amount payable to him, an amount calculated at the rate of $\frac{1}{2}$ (one half) month's basic pay for each completed year of service.

(x) After the termination of the service of a teacher under clause (B) (i) (c) above, if the work - load in the subject of the Institution increases or any vacancy occurs on account of retirement, resignation or death of a teacher of that subject in that Institution:- (a) The Institution shall first recall the teacher who was relieved on account of being rendered surplus on the same post or higher post without causing any financial loss to the teacher.

OR

(b) If there is no teacher of the same Institution who has been rendered surplus or is willing to be recalled, the Institution shall re-employ a teacher of the other Institution affiliated to the Jalgaon University who has been rendered surplus and not recalled in his own Institution. If there are more than one such teacher who have been rendered surplus, preference will be given to them in order of their, seniority in the length of service as a teacher in the University area. Such a teacher shall be re-employed on the post of lecturer only without causing any financial loss to him.

(9) REMOVAL FROM SERVICE:

(1) No teacher shall be removed from service by the Management except on one or more of the following grounds and except in accordance with the procedure prescribed here under: (i) Misconduct or gross negligence of duty; (ii) Incompetence; (iii) Moral turpitude;

(2) No order of removal shall be passed against a teacher (including principal unless he / she has been informed in writing of the grounds, on which it is proposed to take action, and he / she has been afforded an adequate opportunity of defending him / herself. The grounds on which it is proposed to take action shall be reduced to the form of a definite charge or charges, which shall be communicated in writing to the teacher concerned, together with the statement of the allegations on which each charge is based and on any other circumstances which it is proposed to take into consideration in passing orders in the case.

(3) The teacher shall be given not less than a ninety days after the receipt of the charge – sheet to put in a written statement of his/ her defiance and state whether he / she desires to be heard in person. If he/she so desires or if the Management concerned so directs, an inquiry shall be held.

(4) The inquiry shall be conducted by a member of the Principal to be nominated by the Management. The Member so nominated shall not be an employee of the Management and shall not be below the rank of the concerned teacher against whom inquiry is conducted.

(5) The inquiry Officer shall hold the inquiry with due expedite and shall make his/ her report within a month from the date of receipt of the written statement from the teacher or within such further time as may be allowed by the Management and shall submit it to the Management. The inquiry shall be conducted in accordance with the principles of natural justice.

(6) At the inquiry, the Management may lead oral evidence as to such of the allegations as are not admitted by the teacher. The teacher may there after lead his oral evidence. Each party shall be entitled to have witnesses called and to cross examine witnesses of the other party. The teacher shall be entitled to give evidence in person. No party will be permitted to be represented by a lawyer.

(7) At the said inquiry the Management may lead documentary evidence in support of the charge charges framed against the teacher. In that case, copies of the said documents shall be supplied to the teacher before the commencement of recording of evidence.

(8) The teacher shall be entitled to produce documentary evidence, if he/ she so desires.

(9) On a consideration of the report made by the Inquiry Officer and the findings recorded by him, if the Management arrives at a provisional conclusion that the teacher concerned should be removed from service the Management shall supply the teacher with a copy of the said report and issue notice to him / her to show cause, within a reasonable time not exceeding 15 days or such other time as may be allowed by the Management, against the proposed removal.

(10) Any representation submitted by the teacher in reply to the above notice shall be taken into consideration by the Management and if the teacher desires to be heard personally, he/she shall be heard by the Management. If no representation is submitted by the last date for its submission or within such further time as may be allowed by the Management, the Management shall proceed to consider the report of the Inquiry Officer and shall submit the proposal of the action to be taken against the concerned teacher to the Secretary for his approval or disapproval within fourteen days of the representation submitted by the concerned teacher. The Management may pass whatever order as per the proposal submitted to the Secretary if the Secretary approves the proposal against the concerned teacher. The representation of the teacher shall form a part of the record of the case.

(11) If, in the opinion of the Management, the charge or charges is or are of such a nature that the presence of the teacher, against whom the charge or charges is or are made prejudicial to the working of the Institution, the Management may place him/her under suspension till final orders are passed.

(12) During the period of suspension, the teacher shall be entitled to draw a subsistence allowance at half the rate of his pay last drawn. He/She shall also be granted other allowances admissible to a teacher on the pay equal to the subsistence allowance.

(13) (i) If the Management passes an order of removal, it shall take effect immediately. (ii) In any event the duration of time between the date of serving the charge-sheet and the date of submission of the proposal of the action to be taken against the concerned teacher to the Secretary, shall not exceed 4 months. The Secretary may extend this period he think(s) fit.

(14) If the Management comes to the conclusion that the charges are not proved or that the teacher need not be removed from service, the order of suspension, if any, shall stand terminated and the teacher shall be asked to resume his/her duties in the Institution and he/she shall also be paid the difference between his/her full salary including all allowances which he/she would have received, if

he/she were not suspended and the actual amount paid to him/her as subsistence pay and allowances thereon.

(15) In case of removal of a teacher from service of College/recognised institution, the Management shall simultaneously make a report in writing teacher removed if the Head. The report shall be accompanied by a full record of the inquiry, the show-cause notice, the representation of the teacher, if any, and the order passed by the Management. In all cases of removal of a teacher from the service of an Institution, the concerned teacher shall be supplied with the full record of the inquiry, the show cause notice, report of the Inquiry Officer within seven days of the date of the Management order.

(16) Any teacher aggrieved by the decision of the Secretary / Syndicate under clauses 8A(v), 8B(iii) and 9 (14) may make an appeal to the tribunal within a period of thirty days from the decision.

CLAUSE 9-A: USE OF UNFAIR MEANS BY THE TEACHER AT UNIVERSITY EXAMINATIONS

In addition to the provisions under Clauses (8) and (9) of this Ordinance, a teacher may be punished, if found guilty, for use of unfair means at University Examinations in the following manner :

(A) If an complaint about the use of unfair means against teacher who is assigned any work in connection with University examination is received, the syndicate shall first decide whether there is any prima-facie case about the subject matter of complaint either through its own decision or on a recommendation of the committee appointed by it for looking into the cases of use of unfair means at University Examinations.

(B) If the Syndicate decides that there is a prima-facie case against the teacher on the subject matter of complaint, it shall direct the Secretary of the College / Institution where the teacher is employed to constitute a committee of Inquiry within thirty days of the receipt of the letter by the Secretary of the Institution or the principal from the Registrar for constituting such Committee. The Committee shall consist of the following member:

(i) A member of the Senate not connected with the Institute or its management to be appointed by the Syndicate;

(ii) A member of the Senate not connected with the Institution or its management to be appointed by the Secretary of the college.

(iii) A member of the Senate not connected with the Institution to be appointed by the teacher concerned; The member appointed by the Syndicate shall be the Chairman of the Committee.

(C) The Registrar shall also send to the Secretary of the Institute/Institution about the allegations against the teacher, copies of the documents and materials which lead the Syndicate to believe that there is a prima-facie case against the teacher on the subject matter of the complaint along with the letter for constituting the committee of inquiry. On receipt of these documents, the manager of the college shall issue a charge sheet in writing to the teacher concerned within ten days of the receipt of the documents from the Registrar.

(D) Any time after the receipt of documents in (c) above, the manager of the Institute may suspend the teacher pending the inquiry. The fact of such suspension together with the grounds there of, shall be communicated by the Secretary of College to the Vice-chancellor of the University under the Maharashtra Affiliated Colleges Services Tribunal Act, 1982 within a period of seven days after such suspension. Such suspension shall be subject to ratification by the Secretary within a period of forty five days from the date of receipt of the communication in this behalf by the Secretary and if such ratification is not communicated to the Secretary of the Institute by the Vice-Chancellor within such period, the suspension of the college teacher shall cease effect on the expiry of such period. Provided that the Institute's teacher shall, during the period of suspension, be entitled to such subsistence allowances and on such terms and conditions as may be prescribed.

(E) The teacher shall put his/her statement of defense in writing within a one month of the receipt of charge-sheet from the manager of the College about the allegations. The Secretary of the College thereafter submit all the documents

stated in(c) and (e) above to the Committee of Inquiry. The Committee of Inquiry shall hold the inquiry as expeditiously as possible and shall submit its report to the Secretary of the College within three months of the receipt of the letter of its appointment. The Manager of the college may extend the time-limit up to the period of 45 days for submitting the report by the committee with the previous permission of the Secretary.

(F) The Chairman of the Inquiry Committee will send the report to the Secretary within a fortnight after completion of the inquiry, The Registrar shall place this report before the Syndicate and send it to the Manager of the college for further action.

(G) The Principal of the College shall inform the teacher concerned about the proposed action and thereafter report to the Secretary under Maharashtra Affiliated College Services Tribunal Act, 1982 about the proposed action with the report of the Inquiry. teacher concerned; The member appointed by the Syndicate shall be the Chairman of the Committee. (C) The Registrar shall also send to the Secretary of the Institute/Institution about the allegations against the teacher, copies of the documents and materials which lead the Syndicate to believe that there is a prima-facie case against the teacher on the subject matter of the complaint along with the letter for constituting the committee of inquiry. On receipt of these documents, the manager of the college shall issue a charge sheet in writing to the teacher concerned within ten days of the receipt of the documents from the Registrar. (D) Any time after the receipt of documents in (c) above, the manager of the Institute may suspend the teacher pending the inquiry. The fact of such suspension together with the grounds there of, shall be communicated by the Secretary of College to the Vice-chancellor of the University under the Maharashtra Affiliated Colleges Services Tribunal Act, 1982 within a period of seven days after such suspension. Such suspension shall be subject to ratification by the Secretary within a period of forty five days from the date of receipt of the communication in this behalf by the Secretary and if such ratification is not communicated to the Secretary of the Institute by the Vice-Chancellor within such period, the suspension of the college teacher shall cease effect on the expiry of such period. Provided that the Institute's teacher shall,

during the period of suspension, be entitled to such subsistence allowances and on such terms and conditions as may be prescribed.

(E) The teacher shall put his/her statement of defense in writing within a one month of the receipt of charge-sheet from the manager of the College about the allegations. The Secretary of the College thereafter submit all the documents stated in(c) and (e) above to the Committee of Inquiry. The Committee of Inquiry shall hold the inquiry as expeditiously as possible and shall submit its report to the Secretary of the College within three months of the receipt of the letter of its appointment. The Manager of the college may extend the time-limit up to the period of 45 days for submitting the report by the committee with the previous permission of the Secretary.

(F) The Chairman of the Inquiry Committee will send the report to the Secretary within a fortnight after completion of the inquiry, The Registrar shall place this report before the Syndicate and send it to the Manager of the college for further action.

(G) The Principal of the College shall inform the teacher concerned about the proposed action and thereafter report to the Secretary under Maharashtra Affiliated College Services Tribunal Act, 1982 about the proposed action with the report of the Inquiry.-

(H) (i) The Secretary shall communicate to the Principal of the college in writing his approval or disapproval of the action proposed under Maharashtra Affiliated Colleges Services Tribunal Act, 1982 within a period of forty five days from the date of the receipt by the Secretary of such proposal. (ii) Where the Secretary fails to communicate either approval or disapproval within the period of forty five days specified in (i) above the proposed action shall be deemed to have been approved by the Secretary.

(I) The teacher may be penalized by the management if the proposed action is either approved by the Secretary or stand approved in absence of any action by the Secretary within the prescribed limit of forty five days.

(J) If the teacher feels aggrieved by the order of the Secretary or the Principal of the College, he may make an appeal to the Maharashtra Affiliated Colleges Services Tribunal within 30 days of such order.

(10) COMPULSORY RETIREMENT:-

If a teacher becomes permanently incapacitated by any physical injury or mental infirmity, the Management will have discretion to retire him/her compulsorily notwithstanding the provision regarding age of retirement under this Ordinance. For retiring any teacher under this clause, a certificate from the civil Surgeon of the District in which the Institution is situated stating that the teacher concerned is rendered permanently incapable of pursuing active life shall be obtained. The teacher who is compulsorily retired under the provision of this clause shall be entitled to all the benefits of provident Fund, Gratuity etc. for which a retired teacher is entitled under the provision of this Ordinance. If any teacher is detained by the State/ Central Government under "MISA"(Maintenance of Internal Security Act) or any rules made for defence of the country, such a teacher shall be suspended from the services of the college from the date of his/her detention and that teacher will be eligible for subsistence allowance at the rate provided under sub Clause - 13 of clause (9) of this Ordinance during the period of such detention.

(11) CONTRACT SERVICE:-

Where a teacher is appointed on a specific contract, the conditions of such contract should not be inconsistent with the conditions as laid down herein and should be clearly defined beforehand. On the expiry of the contract, the parties may enter into a further contract or, the teacher may by mutual agreement, be admitted to a specific cadre in service.

(12) LIFE WORKERS:- Where there exists in a college a system of Life Workers, their terms and conditions of service shall be approved by the Sanstha.

(13) MINIMUM SERVICE:-

It shall be incumbent on a teacher to serve at least up to the end of the term during which he/she is appointed in the Institution concerned. Similarly, it will be compulsory for the Management to retain the teacher in service at least upto the end of the term in which he/she is appointed.

(14) PROMOTION OF PROBATIONER:-

A teacher who has been promoted to a higher cadre before the expiry of the probationary period in the lower cadre shall be deemed to have first confirmed in the lower cadre. The question of his/ her confirmation in the higher cadre need not arise unless the appointment in the higher cadre is temporary.

(15) AGE OF SUPERANNUATION:-

A teacher will retire at the age of superannuation prescribed and accepted by UGC as well as the state Government or Central Government as the case maybe from time to time provided however that the teacher shall be continued up to the last day of term in which his date of superannuation falls is open to the management to reemploy superannuated teacher up to the age 65 according to Guide lines prescribed by UGC and accepted by the state Government from time to time.

(16) PROVIDENT FUND:

Members of the teaching staff in an Institution who have been in service should receive the benefit of a scheme for contributory Provident Fund or G.P.F. The Management frame a scheme which shall provide for the minimum requirement laid down in the Provident Fund Act, 1952 as amended from time to time. The

Management shall get such scheme directly from the Government, and convey the approval of the government to the University.

(a) Every teacher shall become subscriber to the provident fund. The subscription shall be at the uniform rate of one twelfth of the basic pay for the month (For a part - time teacher, who is exclusively engaged in teaching, the basic pay for the purpose of Provident Fund shall be one half of the basic pay that the teacher would be entitled to draw had he been a full-time teacher on the same post continuously from the date of his/her appointment as a part - time teacher)

(b) The Management's contribution to the Fund shall be equal to the subscriber's contribution every month and it shall be credited to the subscriber's account at the end of each month.

(c) Whenever a teacher ceases to be in service of the Management he/she shall be paid the amount standing to his/her credit in the fund; provided that he/she shall not be entitled to the employer's contribution to his/her account and interest thereon if: (i) he/she has not served the Management for a continuous period of at least five years as a teacher, or (ii) he/she has been removed from service under clause (9) of this ordinances.

(17) DISCHARGE CERTIFICATE: In all cases the Management of on institution shall issue a Discharge Certificate to a teacher leaving the Institution. In case of any dispute with regard to the granting of a Discharge Certificate, the Secretary decision shall be final.

(18) APPLICATION FOR POSTS: Teachers in an Institution, when they apply for any post outside, shall invariably send their applications through the Heads of their college's or Institutions as the case may be. They shall be entitled, however, to send an advance copy of the application, the original of which is to be forwarded through the principal or Head of the Recognized institution where they are working. It shall be incumbent on the Head of forward the application of any teacher working under him/her, provided however, that such application in case of confirmed teachers shall not be more than four in a year.

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(19) DISPUTES WITH REGARD TO CONDITIONS OF SERVICE:- Any dispute with regard to interpretation of conditions of service arising between a Management and a teacher shall, on the request of the Management or the teacher, be referred to the Secretary for his decision which shall be final.

(20) PROHIBITION OF PRIVATE TUTION:- 1.

(a) No teacher recognized by this Sanstha whether employed in any institution shall engage himself / herself in private with or without remuneration. The private tuition shall include guidance / training / and or coaching for the preparation of any school / Board / University examination to any student of his/ her own institution or any other college or Secondary School or Higher Secondary School or University Department or any post- graduate centre.

(b) Occasional casual guidance to a student shall not be considered private tuition for the purposes of this Ordinance.

(c) Teacher imparting instruction to his /her near relative shall not be construed as private tuition. The definition of relative shall be a sunder : Wife, Husband, Son, Daughter, grandson, Granddaughter, Brother, Sister, Father, Mother, Son- in law Daughter - in - law, Nephew, niece and ward, Step relation except father, brother and sister are not included in the above definition.

2. If any teacher is found engaged himself / herself in private tuition, he /she would also be considered to have knowingly violated this Ordinance amounting to grave misconduct.

3. Whenever the Secretary or in his absence the Joint Secretary(H.E), if any, is in possession of prima-facie evidence that a teacher has been engaged in imparting tuition, he /she shall place the matter before the syndicate which shall, if necessary, appoint a committee from amongst its members to investigate and report to the syndicate. The syndicate shall, consider the said report and on being satisfied about the Misconduct of the teacher concerned, shall derecognize him/ her as a teacher or inflict such other punishment as it may deem fit.

4. Notwithstanding anything contained on this Ordinance, and Institution conducting courses approved by this University may organize special instruction classes to coach the students who are enrolled in their institution and are weak in one or more subjects. These classes will be held in college premises before or after the normal college hours. Reasonable fees may be charged, for providing such instruction. The institution shall seek prior approval of the Sanstha through an appropriate application which will, among other things, specify the following details. (a) Subjects for which such special instruction is to be imparted; (b) Number of student's seeking such special instruction; (c) Amount of fees proposed to be levied and amount of remuneration to be paid to the teachers. (d) Names of the member of the staff of the institution who will participate in such special instruction classes.

5. In devising such a coaching programme, the institution will furthermore, ensure that students coming from weaker sections of the society are not deprived of this special benefit because of the level of fees. For this purpose differential fees may be levied.

(21) GRATUITY: 1. No confirmed teacher will be entitled to claim gratuity unless he / she has put in not less than seven years continuous service in the an institution under the any University in state established by the act of either state or central Government. A confirmed teacher will be entitled to be paid gratuity by the Management in the following cases only:

(i) On retirement on attaining the age of superannuation.

(ii) On death, while in service in the college institution. This amount of gratuity will be paid to his / her nominees; if there are no nominees, to his / her legal heirs.

(iii) On his / her compulsory retirement from service on account of acquiring permanent incapacity for discharging duty due to physical injury or mental infirmity.

(iv) On his /her ceasing to be in service of the College or institution on account of resignation or termination of service under clause (8) of this Ordinance.

2. The amount of Gratuity will be based on the monthly salary including Dearness Allowance and / or Additional Dearness Allowances and Interim Relief that may be admissible as salary by the Government of Maharashtra for the purpose of determining the pension to its employees from time to time. Such average monthly pay will be the average of pay drawn during the twelve months preceding the day of retirement, death acquisition of infirmity or resignation, as the case may be. The above amendment comes into force with effect from 1-4-1977.

3. The amount of gratuity will be paid on the following basis: (a) At the rate of $\frac{1}{2}$ month's basic pay for every completed year of service on completion of 7 years service; (b) At the rate of $\frac{1}{2}$ month's basic pay for every completed year of service on completion of 12 Year service; (c) At the rate of one month's basic pay for every complete year of service on completion of 15 year's service;

GRATUITY: (SUB CLAUSE -5) (RELEVANT PART):-

4. The total amount of Gratuity payable to a teacher shall be subject to a maximum limit prescribed by the State Government for payment of Gratuity to its employees from time to time. The full benefits of all upward revisions of the maximum limit of gratuity payable to a teacher should be given, since the day such revisions came in force, to all the teachers irrespective of whether they have opted for pension or the C.P.F. Scheme. This amendment comes into force from the date of introduction of pension scheme to the college and University employees. Notwithstanding anything contained above, Gratuity at the rate of one month's salary as defined in clause (3) above for each completed year of service subject to maximum limit prescribed by the State Government for payment of gratuity to its employees from time to time shall be paid if he/ she :- dies while in service, or

(a) becomes incapable to perform his /her duties on account of certified permanent in capacity due to bodily or mental infirmity.

7. No Gratuity shall be payable to a teacher who is removed from service under clause (9) of this Ordinance: "Any period prescribed in clause (22) for earning any

amount of Gratuity shall be deemed to be completed even though the prescribed period actually falls short by a few days solely due to the reason of any changes made in the commencement or the completion of any term or terms by any amendment made in Ordinance 56 or by any resolution of the Syndicate to that effect. The explanation shall be deemed to have come into effect from the date on which the Rules of Gratuity have come into force i. e. from 1-3-1972" (22)

EDUCATIONAL BENEFIT:- The Management of an institution may voluntarily provide free education up to the first degree stage to maximum three children of a confirmed teacher in any Institution by the management in whose institution the teacher is serving.

(23) LEAVE RULES:- NO LEAVE CAN BE CLAIMED AS MATTER OF RIGHT:- (1) LEAVE ADMISSIBLE TO PERMANENT TEACHERS:- The following kinds of leave would be admissible to permanent teachers:

- (i) Leave treated as duty, viz; Casual leave; Special casual leave; and Duty Leave
- (ii) Leave earned by duty, viz; Earned leave; Half pay leave; and Commuted leave.
- (iii) Leave not earned by duty, viz; Extraordinary leave; and Leave not due.
- (iv) Leave not debited to leave account -- (a) Leave for academic pursuits, viz; Study leave; and Sabbatical leave / Academic leave; (b) Leave on grounds of health, viz; Maternity leave; Paternity Leave.

QUARANTINE LEAVE: The Syndicate may in exceptional cases, grant for the reasons to be recorded, other kinds of leave, subject to such terms and conditions as it may deem fit to impose.

(2) CASUAL LEAVE:-

- (i) Total casual leave granted to a teacher shall not exceed fifteen days in academic year.
- (ii) Casual leave cannot be combined with any other kind of leave except special casual leave. It may be combined with holidays including Sundays. Holidays or Sundays falling within the period of casual leave shall not be counted as casual leave.

SPECIAL CASUAL LEAVE:-

(iii) Special casual leave, not exceeding ten days in an academic year, may be granted to a teacher; (a) To conduct examination of a University / Public Service Commission / Board of examination or other similar bodies /institutions; and (b) to inspect academic institutions attached to a statutory board, etc. NOTE:- (i) In computing the ten days leave admissible, the days of actual journey, if any, to and from the places where activities specified above, take place, will be excluded. (ii) In addition, special casual leave to the extent mentioned below may also be granted. (a) to undergo sterilization operation (vasectomy or salpingectomy) under family welfare Programme. Leave in this case will be restricted to six working days; and (b) to a female teacher who undergoes non-puerperal sterilization. Leave in this case will be restricted to fourteen days. (iii) special casual leave cannot be accumulated, nor can it be combined with any other kind of leave except casual leave. It may be granted in combination with any other kind of leave except casual leave. It may be granted in combination with holidays or vacation.

(3) DUTY LEAVE:- (i) Duty leave may be granted for:

(a) Attending conferences, congresses, symposia and seminars on behalf of the university or with the permission of the university;

(b) Delivering lectures in institutions and universities at the invitation of such institution or universities received by the university, and accepted by the Vice-Chancellor;

(c) Working in another Indian or foreign university, any other agency, institution or organization, when so deputed by the university;

(d) Participating in a delegation or working on a committee appointed by the Government of India, State Government, the University Grants Commission, a sister university or any other academic body, and

(e) For performing any other duty for the university.

(ii) The duration of leave should be such as may be considered necessary by the sanctioning authority on each occasion; The leave may be granted on full pay, provided that if the teacher receives fellowship or honorarium or any other financial assistance beyond the amount needed for normal expenses, he/she may be sanctioned duty leave on reduced pay and allowances; and

(iii) Duty leave may be combined with earned leave, half pay leave or extraordinary leave.

(4) **EARNED LEAVE:-** (i) Earned leave admissible to a teacher shall be: (a) 1/30th of actual service including vacation; plus (b) 1/3rd of the period, if any, during which he / she is, required to perform duty during vacation.

NOTE:- For purposes of computation of period of actual service, all periods of leave except casual, special casual and duty leave shall be excluded. (ii) Earned leave at the credit of teacher shall not accumulate beyond 300 days. The maximum earned leave that may be sanctioned at a time shall not exceed 60 days. Earned leave exceeding 60 days may, however, be sanctioned in the case of higher study, or training, or leave with medical certificate, or when the entire leave, or a portion thereof, is spent outside India.

NOTE - 1:- When a teacher combines vacation with earned leave, the period of vacation shall be reckoned as leave in calculating the maximum amount of leave on average pay which may be included in the particular period of leave.

NOTE - 2:- In case where only a portion of the leave is spent outside India, the grant of leave in excess of 120 days shall be subject to the condition that the portion of the leave spent in India shall not in the aggregate exceed 120 days.

NOTE - 3:- Encashment of earned leave shall be allowed to non-vacation members of the teaching staff as applicable to the employees of Central/State Governments.

(5) **HALF PAY LEAVE:-** Half-pay leave admissible to a permanent teacher shall be 20 days for each completed year of service. Such leave may be granted on the basis of medical certificate from a registered medical practitioner, for private affairs or for academic purposes.

NOTE:- A "completed year of service" means continuous service of specified duration under university and includes periods of absence from duty as well as leave including extraordinary leave.

(6) COMMUTED LEAVE:- Commuted leave not exceeding half the amount of half pay leave due, may be granted on the basis of medical certificate from a registered medical practitioner to a permanent teacher subject to the following conditions:

(i) Commuted leave during the entire service shall be limited to a maximum 240 days;

(ii) When commuted leave is granted, twice the amount of such leave shall be debited against the half-pay leave due; and

(iii) The total duration of earned leave and commuted leave taken in conjunction shall not exceed 240 days at a time, provided that no commuted leave shall be granted under these rules unless the authority competent to sanction leave has reason to believe that the teacher will return to duty on its expiry.

(7) EXTRAORDINARY LEAVE:- (I) A permanent teacher may-be granted extraordinary leave when:

(a) No other leave is admissible: or (b) No other leave is admissible and the teacher applies in writing for the grant of extraordinary leave. (ii) Extraordinary leave shall always be without pay and allowances. Extraordinary leave shall not count for increment except in the following cases:

(a) Leave taken on the basis of medical certificates;

(b) Cases where the Vice-Chancellor / Principal is satisfied that the leave was taken due to causes beyond the control of the teacher, such as inability to join or re-join duty due to civil commotion or a natural calamity, provided the teacher has no other kind of leave to his credit;

(c) Leave taken for pursuing higher studies; and

(d) Leave granted to accept an invitation to a teaching post or fellowship or research – cum - teaching post or on assignment for technical or academic work of importance.

(iii) Extraordinary leave may be combined with any other leave except casual leave and special casual leave, provided that the total period of continuous absence from duty on leave (including periods of vacation when such vacation is taken in conjunction with leave shall not exceed three years except in cases where leave is taken on medical certificate. The total period of absence from duty shall in no cases exceed five years in the full working life of the individual.

(iv) The authority empowered to grant leave may commute retrospectively periods of absence without leave into leave into extraordinary leave.

(8) LEAVE NOT DUE:

(i) Leave not due at the discretion of the Vice Chancellor / Principal, be granted to a permanent teacher for a period not exceeding 360 days during the entire period of service, out of which not more than 90 days at a time and 180 days in all may be otherwise than on medical certificate. Such leave shall be debited against the half – pay leave eased by him/her subsequently.

(ii) Leave not due shall not be granted unless the Vice Chancellor/Principal is satisfied that as far as reasonably be foreseen, the teacher will return duty on the expiry of the leave and earn the leave granted.

(iii) A teacher to whom leave not due is granted shall not be permitted to tender his / her resignation from service so long as the debit balance in his / her leave account is not wiped off by active service, or he/she refunds the amount paid to him / her as pay and allowances for the period not so earned. In a case where retirement is unavoidable on account of reason of ill health, incapacitating the teacher further service, refund of leave salary for the period of leave still to be earned may be waived by the Executive council. Provided further that the Executive Council may, in any other exception case waive, for reasons to be recorded the refund of leave salary for the period of leave still to be earned. (9)

STUDY LEAVE:-

(i) Study leave may be granted after a minimum of 3 years of continuous service to pursue a special line of a study or research directly related to his / her work in the university or to make a special study of the various aspects of university organization and methods of education. The paid period of study leave should be for 3 years, but 2 years may be given in the first instance, extendable by one more years if there is adequate progress as reported by the Research Guide. Care should be taken that the number of teachers given study leave does not exceed the stipulated percentage of teachers in any department. Provided that the Executive Council / Syndicate may, in the special circumstances of a case, waive the condition of five year service being continuous. Explanation: In computing the length of service, the time during which a person was on probation or engaged as a research assistant may be reckoned provided;

(a) the person is a teacher on the date of the application; and

(b) there is no break in service.

(ii) Study leave shall be granted by the Executive Council / Syndicate on the recommendation of the concerned Head of the department. The leave shall not be granted for more than three years in one spell, save in very exceptional cases in which the Executive Council/ Syndicate is satisfied that such extension is unavoidable on academic grounds and necessary in the interest of the university.

(iii) Study leave shall not be granted to a teacher who is due to retire within five years of the date on which he/ she is expected to return to duty after the expiry of study leave.

(iv) Study leave may be granted not more than twice during one's career. However, the maximum of study leave admissible during the entire service should not exceed five years.

(v) No teacher who has been granted study leave shall be permitted to alter substantially the course of study or the programme of research without the permission of the Executive Council/Syndicate when the course of study falls short of study leave sanctioned. The teacher shall resume duty on the conclusion

of the course of study, unless the previous approval of the Executive Council / Syndicate to treat the period of short full as ordinary leave has been obtained.

(vi) (a) Subject to the provisions of sub -clauses (vii) and (viii) below, study leave may be granted on full pay up to two years extendable by one year at the discretion of the university.

(vii) The amount of scholarship fellowship or other financial assistance that a teacher, granted study leave, has been awarded will not preclude his/ her being granted study leave with pay and allowances but the scholarship, etc. So received shall be taken into account in determining the pay and allowances on which the study leave may be granted. The Foreign scholarship fellowship would offset against pay only if the fellowship is above a specified amount. Which is to be determined from time to time based on the cost of living for a family in the country in which the study is to be undertaken in the case of an Indian fellowship. Which exceeds the salary of the teacher the salary would be forfeited.

(viii) Subject to the maximum period of absence from duty on leave not exceeding three years. Study leave may be combined with earned leave, half pay leave, extraordinary leave or vacation, provided that the earned leave at the credit of the teacher shall be availed of at the discretion of the teacher. A teacher who is selected to a higher post during study leave. Will be placed in that position and get the higher scale only after joining the post.

(ix) A teacher granted study leave shall on his/her return and re-joining service of the university may be eligible to the benefit of the annual increment (s) which he / she would have earned in the course of time if he/she had not proceeded on study leave. No teacher shall however, be eligible to receive arrears of increments.

(x) Study leave shall count as service for pension/contributory provident fund, provided the teacher joins the university on the expiry of his/her study leave.

(xi) Study leave granted to a teacher shall be deemed to be cancelled in case is not availed of within 12 months of its sanction. Provided that where study leave granted has been so cancelled. The teacher may apply again for such leave.

(xii) A teacher availing himself / here self of study leave shall undertake that he / she shall serve the university for a continuous period of at least three years to be calculated from the date of his/her resuming duty after expiry of the study leave.

(xiii) After the leave has been sanctioned, the teacher shall, before aviating himself / herself of the leave, execute a bond in favour of the university, binding himself / herself for the due fulfilment of the conditions laid down in sub-clause

(xiii) and

(xiv) above and give security of immovable property to the satisfaction of the Finance Officer /Treasurer or a fidelity bond of an insurance company or a guarantee by a scheduled bank or furnish security of two permanent teacher for the amount which might become refundable to the university in accordance with sub- clause

(xiv) above. (xiv) The teacher shall submit to the registrar, six monthly report of progress in his / her studies from his / her supervisor or the Head of the Institution. This report shall reach the Registrar within one month of the expiry of every six months of the study leave. If the report does not reach the Registrar within the Specified time. The payment of leave salary may be deferred till the receipt of such report.

(10) SABBATICAL LEAVE / ACADEMIC LEAVE:-

(i) Permanent whole- time teachers of the university who have completed seven years of service as Lecturer Selection Grade / Reader or Professor, may be granted sabbatical leave to undertake study or research or other academic pursuit salary for the object of increasing their proficiency and usefulness to the university and higher education system.

(ii) The duration of leave shall not exceed one year at a time and two years in the entire career of a teacher.

(iii) A teacher who has availed himself / herself of study leave would not be entitled to the sabbatical leave. Provided further that sabbatical leave shall not be granted until after the expiry of five years from the date of the teacher's return from previous study leave or any other kind of training programme.

(iv) A teacher shall, during the period of sabbatical leave be paid full pay and allowances (subject to the prescribed conditions being fulfilled) at the rates applicable to him /her immediately prior to his / her proceeding on sabbatical leave.

(v) A teacher on sabbatical leave shall not take up during the period of that leave. Any regular appointment under another organization in India or abroad. He / she may, however, be allowed to accept a fellowship or a research scholarship or adhoc teaching and research assignment with honorarium or any other form of assistance, other than regular employment in an institution of advanced studies. Provided that in such cases the Executive Council /Syndicate may, if it so desire sanction sabbatical leave on reduced pay and allowances.

(vi) During the period of sabbatical leave, the teacher shall be allowed to draw the increment on the due date. The period of leave shall also count as service for purposes of pension contributory provident fund provided that the teacher re-joins the University on the expiry of his / her leave. E-I: The programme to be followed during sabbatical leave shall be submitted to the University for approval along with the E -II: On return from leave, the teacher shall report to the university the nature of studies. Research or other work undertaken during the period of leave.

MATERNITY LEAVE:- (i) Maternity leave on full pay may be granted to a women teacher for a period not exceeding 180 days, to be availed of twice in the entire career, Maternity leave may also be granted in case of miscarriage including abortion. Subject to the condition that the total leave granted in respect of this to a women teacher in her career is not more than 45 days, and the application for leave is supported by a medical certificate. (ii) Maternity leave may be combined with earned leave, half pay leave or extraordinary leave but any leave applied for

in continuation of maternity leave may be granted if the request is supported by a medical certificate.

PATERNITY LEAVE:- Paternity leave of 15 days may be granted to male teachers during the conferment of their wives, provided the limit is up to two children.

ADOPTION LEAVE:- Adoption leave may be provided as per the rules of the State Government.

DUTY LEAVE:- Duty leave should be given also for attending meetings in the UGC, DST etc. Where a teacher invited to share expertise with academic bodies, Government or NGO.

(25) OTHER BENEFITS:- (A) MEDICAL & L.T.C.:- The benefits of Medical aids (Compensation) from 1-3-1980 and Leave Travelling Concessions with effect from 1-1-1980 shall be made available to all the employees at the rates admissible to Government employees from time to time. (NOTE: The first Block for Leave Travel Concession commences from 1980-81)

(B) PROVISION OF ENCASHMENT LEAVE FOR PRINCIPALS:-

(i) The Principal should be allowed to surrender balance of Privilege Leave (or any portion thereof) his credit, at his option, subject to a minimum of 15 days and maximum of 30 days. (ii) The principal should be granted leave salary and dearness allowances for the leave surrendered under this rule. **EXPLANATION:-** For the purpose of calculating salary and Dearness Allowances for surrendered leave, the number of days for any month shall be counted as 30 days.

(iii) The concession of encashment of privilege leave should be allowed once in each block of two calendar year 1979.

(iv) The leave salary and dearness allowance for the leave surrendered should be in proportion to the salary and dearness allowance payable to the employees for the month during which the leave is surrendered.

(v) The Leave salary and dearness allowance for the period of surrendered leave should be paid in full soon after the request for surrender is granted. It is not

liable to deduction on accounts of Provident fund subscription house rent and repayment of any advance to the Institution.

(vi) The number of days of privilege leave surrendered under this rule should be deducted from the leave account of the principal on the date such request is granted.

(vii) In order to guard against omission to post a debit in the leave account in respect of the leave surrendered in the case of the principal, details of the surrendered leave should be noted in their Service books and their leave accounts, when the leave salary is drawn. A certificate to the effect that the necessary entries have been made in the service books and the leave account should be furnished by the disbursing officer in the bill in which the leave salary for the surrendered leave is drawn.

(viii) The provisions of this rule shall apply only to the principals who are eligible to earn privilege leave in accordance with rules (i) to (v) above.

(ix) The authorities who are empowered to sanction privilege leave will be competent to accept surrender of privilege leave.

(26) SUPERANNUATIONS BENEFITS:- PENSION: Over and above G.P.F. /C.P.F. etc. Pension including family pension should be paid to the teacher on his /her retirement, voluntary retirement, death or otherwise his / her service is terminated under Clause 8(A) or 8(B) of this Ordinance as per rules prescribed revised and accounting the State Government to its employees from time to time. This clause shall take effect retrospectively from 1-1-1973. The benefit in service up to a maximum of 3 years shall be provided to the teacher who has Ph.D. degree at the time of entry so that he gets full retirement benefits which are available after 33 years of service subject to the overall age of superannuation.

ENCASHMENT: A teacher shall be entitled to encash leave in his /her retirement, voluntary retirement, death or otherwise his services are terminated under clauses 8(A) or 8(B) of this Ordinance subject to maximum limit prescribed revised and accepted by the State Government to its employees from time to time. This clause shall take effect retrospectively from 1-1-1990.

CODE OF CONDUCT:- Whereas a teacher is conscious of his responsibilities and the trust placed in him to mould the character of the youth and to advance knowledge, intellectual freedom and social progress in expected to realize that he can fulfil the role of moral leadership more by example than the precept through a spirit of dedication, moral integrity and purity in the thought, word and deeds. Now, therefore, in keeping with the dignity in his calling this code of conduct for teacher in the college/ Institution Affiliated to the University is laid down to be truly and faithfully observed both in private and public conduct.

(1) MAINTENANCE OF INTEGRITY AND DEVOTION TO DUTY:-

(a) Every teacher shall at all times maintain absolute integrity and devotion to duty.

(b) In his/her way of living and outlook, every teacher shall set an example to his/her colleagues and students.

(c) Every teacher shall at all times conduct himself/herself in accordance with the orders regulating behavior and conduct which may be in force in the University.

(d) No teacher shall discriminate against any pupil on grounds of caste, creed, sect. religion, sex nationality or languages or any of them. He /She shall also discourage such tendencies amongst his /her colleagues and students.

(e) Every teacher shall devote himself / herself diligently to his /her work and utilize his/her time to the service of the University or the Institution, as the case may be, and to the cause of education and give full co-operation in all academic programmes and other activities conducive to the welfare of the student community.

(2) TAKING PART IN POLITICS & ELECTIONS:-

(a) No teacher shall without previous intimation to the Secretary or the Management of the Institution as the case may be, stand for election or accept nomination to any local body, legislature of the state or parliament not shall he /she in any manner force his /her subordinates of his /her students against their will for the canvassing of his/her election.

(b) A teacher shall before seeking election or accepting nomination as aforesaid give an undertaking to the University or the Institution, as the case may be, that in the event of his /her being elected or nominated he /she shall, if so, required by the University or the Institution, remain on leave with or without pay as may be admissible to him/her under the rules for the period he/she remains a member of such local body Legislature or Parliament.

(c) The University or the Institution, as the case may be direct a teacher who has been elected or nominated to any local body. Legislature or parliament to apply for leave for the whole or port of the period referred to in sub-rule (3) and the teacher shall comply accordingly; Provided that the granting of any leave to a teacher nominated to any local body. Legislature or Parliament shall not prejudice his /her right to promotion, increments or other benefits, if any, to which he /she would have been entitled, had he /she not proceeded on leave.

(3) UNAUTHORISED COMMUNICATION OR INFORMATION:- No teacher shall except in accordance with any general or special order of the University or the Institution, as the case may be, or in the performance in good faith or duties assigned to him /her divulge or communicate directly any official document or other information whatsoever to any teacher or to any other person to whom he /she is not authorized to divulge or communicate such documents or information.

(4) MISCONDUCT:- The following lapses would constitute misconduct on the part of a teacher:

(a) Failure to perform academic duties such as preparation of lectures, demonstrations, assessment, guidance invigilation and all other work connected with the examination.

(b) Gross partiality in assessment of students deliberately over marking, under marking or attempts at victimization on any grounds.

(c) Inciting students against other students, colleagues or administration. This does not interfere with the right of a teacher to express his opinion on principles in seminars or other places where students are present.

(d) Raising questions of caste, creed, religion, race or sex in his /her relationship with his / her Institution, colleagues and trying to use the above considerations for improvement of his /her prospects.

(e) Refusal to carry out the decisions by appropriate administrative and academic bodies and / or functionaries of the University. This will not inhibit his /her right to express his /her opinion on their policies or decision.

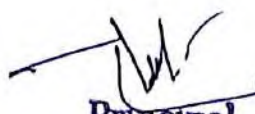
(5) PRIVATE TRADE EMPLOYMENT OR TUITION:- No teacher shall except with the previous sanction or the Secretary or the authorities of the Institution, as the case may be, engaged directly or indirectly in any trade or business or undertake any other employment.

(6) BORROWING:- No teacher shall borrow money from his/her subordinate or students.

(7) CANVASSING OF NON OFFICIAL OR OTHER OUTSIDE INFLUENCE:- No teacher shall bring or attempt to bring any influence to bear upon any question in respect of matters pertaining to his / her services.

(8) UNAUTHORISED COMMUNICATION OR INFORMATION:- No teacher shall enter into any pecuniary arrangement with any other teacher or student of the University or the Institution, as the case may be, so as to afford any kind of advantage to either or both of them in any unauthorized manner or against the specific or implied provisions of any rule of the time being in force.

(9) IMPROPER USE OF AMENITIES:- No teacher shall misuse or carelessly use amenities provided to him/her by the University or the Institution to facilitate the discharge of his /her duties


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