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CONSTITUTION AND BYLAWS OF MOUNTAIN VALLEY EDUCATIONAL INSTITUTE

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These bylaws shall formally be known as the Service, Salary and Administrative Bylaws of Mountain Valley Educational Institute. Framed to meticulously regulate salary structures, service conditions, employee conduct, and administrative discipline, these bylaws form an integral, binding part of the Institute's Constitution. The Institute operates strictly as an educational body, entirely free from political affiliations, aiming for the educational development of Narwav Baramulla. These rules apply universally to all personnel, including teaching staff, non-teaching staff, as well as contractual and permanent employees. **Furthermore, the Principal retains the absolute authority to immediately terminate any staff member found guilty of misconduct, moral ethics violations, or any behavior deemed detrimental to the Institute.**

1. Administrative Hierarchy and Management Authority

The Managing Body acts as the supreme and sole authority governing all internal and external matters of the Institute, working under the strategic supervision of educational experts. The Managing Body bears full responsibility for institutional expenditures and reserves the absolute power to amend these bylaws. Operating directly under the Managing Body is the Principal, who is the academic and administrative head. Employees are strictly required to follow the chain of command, obeying the orders of the Principal first, followed by the Superintendent. Direct communication with the Chairman without prior permission is strictly prohibited. The Principal is authorized to manage daily logistics, assign duties to staff, and utilize a contingency fund of ?300 per month (amounts exceeding this require Managing Body approval). It is the joint responsibility of the Principal and teaching faculty to collect tuition fees and institutional funds, handing them over to the Managing Body against proper receipts by month-end.

2. Recruitment, Appointment, and Duration

Staff recruitment is conducted exclusively by the Managing Body based on institutional requirements and student enrolment. Vacancies are advertised locally and in daily newspapers, followed by an interview process overseen by a board that includes the Principal and, optionally, an educational expert. Candidates may also be subjected to a written test. Initial appointments for all staff are made for a duration of one academic year. Subsequent renewals are not guaranteed and depend entirely upon the employee's performance, discipline, and the ongoing requirements of the institution.

3. Salary Structure and Disbursement

Salaries are disbursed officially on or before the 7th of the following month, with all payments formally recorded. Any delays in disbursement will strictly depend on the institutional financial conditions at that time.

- **Teaching Staff (Non-EPFO):** Fresher or newly appointed teachers shall receive a consolidated minimum starting salary of ?6,200 per month. Confirmed, experienced, or regular teachers shall receive a minimum starting salary of? 6,500 per month.
- **EPFO-Based Staff:** Salaries governed by statutory EPFO provisions consist of a Basic Pay, a Dearness Allowance (DA) calculated at 20% of Basic Pay, and an Employer EPF Contribution of 12% of Basic Pay.

- **Support Staff:** Drivers are employed on a fixed salary, with a minimum starting pay of ?10,000 per month and no additional allowances. However, lunch is provided on occasions such as picnics or other events. Sweepers receive a consolidated salary as determined directly by the Managing Body.

4. Annual Increments and Winter Salary

Annual increments are granted based on employee performance, strict adherence to discipline, and the overall financial condition of the Institute. EPFO employees are entitled to a minimum increment of 10% on their Basic Pay, while non-EPFO employees are entitled to a minimum increment of 5% on their Basic Pay.

A special Winter Salary Clause dictates that winter compensation is payable only if the employee continues their service into the next academic session. This winter salary is released only after the employee completes three continuous months of service in the new session.

5. Service Bond and Compulsory Provident (CP) Fund

To ensure institutional stability, every newly appointed employee must provide an affidavit and execute a mandatory 1-year service bond. During this period, a Managing Body can deduction of 0.5% of the employee's monthly salary and will be maintained under the control of the Managing Body as a Compulsory Provident (CP) Fund.

- **Refund:** The accumulated CP Fund is fully refunded to the employee according to institutional rules upon the successful completion of the bond period.
- **Forfeiture:** If an employee voluntarily leaves service prior to completing the bond period, the entire CP Fund shall be forfeited to the Managing Body's account.
- **Exceptional Cases:** In the tragic event of an employee's death or severe accident, the CP Fund and applicable benefits shall be paid out to their legal heir. Furthermore, if the Managing Body is forced to reduce staff during a financial crisis, the CP Fund must be paid in full to the affected employees whose services are terminated.

6. Attendance, Leave, and Holiday Rules

Strict adherence to time management is mandatory. Teachers must utilize the online attendance system to mark their personal attendance and complete their daily class attendance; failure to do so will result in an absence being marked and a show-cause notice being issued. Unauthorized absence directly results in salary deduction.

The Institute observes strict late-mark penalties:

- 5 to 10 late marks: Every 3 late marks equals 1 day of leave deducted.
- 11 to 15 late marks: Every 2 late marks equals 1 day of leave deducted.
- More than 15 late marks: Constitutes immediate grounds for termination.

Employees are entitled to holidays decided by the State Government, along with 15 days of casual leave annually and one month's leave on half-pay per year. Employees may be required to work on holidays depending on institutional needs, for which appropriate compensation shall be provided.

7. Professional Conduct, Work Ethics, and Dress Code

All employees must perform their duties sincerely and maintain absolute discipline, honesty, and integrity. There is a strict prohibition on any inappropriate interaction with students. The workplace must remain free from lobbying, favouritism, and unauthorized administrative interference. All communications must flow exclusively through official channels.

A formal dress code is mandatory for all employees; non-compliance will invite disciplinary action. To maintain academic focus, mobile phones are strictly prohibited in classrooms and must be kept in the staff room or a designated area.

8. Specialized Support Staff Regulations

- **Driver Regulations:** Drivers must practice safe driving, conduct regular vehicle maintenance, and immediately report any faults or accidents. Conduct rules mandate strict adherence to traffic laws, possession of a valid license, and a zero-tolerance policy for intoxicants. Drivers are barred from administrative interference, must maintain confidentiality, and face immediate termination for misconduct. Winter salary and resignation rules apply to drivers just as they do to teaching staff.
- **Sweeper Regulations:** Sweepers are governed under the same CP Fund and Service Bond rules as the broader staff.

9. Grievance Redressal and Democratic Rights

Employees with grievances must first submit their complaint to the Principal. If the issue remains unresolved after 3 days, it may be escalated to the Superintendent. While employees retain the right to demonstrate for genuine demands democratically, such actions must never disrupt the educational process of the students.

10. Suspension, Termination, and Resignation

- **Suspension:** The Managing Body, alongside the Principal, may suspend an underperforming or non-compliant employee. Suspension mandates that the employee receives only half-salary but must remain present at the institution. A show-cause notice will be issued, requiring a reply within seven days, after which further action is decided. If the employee is found guilty and subsequently terminated, the remaining withheld salary for the suspension period shall not be paid under any circumstances.
- **Termination:** Standard termination usually follows the issuance of three distinct warning notices. However, immediate termination without prior notice is enforced in cases of gross misconduct, indiscipline, or severe violation of institutional rules. Furthermore, the Superintendent or Coordinator holds the authority to immediately terminate an employee upon receiving a serious complaint, particularly regarding discrimination or moral turpitude. There is a strict zero-tolerance policy for any inappropriate involvement, misconduct, or unethical communication (including digital chats or messages) between a male teacher and a female student, or a female teacher and a male student, that violates the institution's moral ethics and professional standards.
- **Resignation:** Any employee intending to resign must provide a 1 month's prior written notice detailing their reasons. In lieu of this notice, 3 months' salary shall be payable to the Institute, and the administration reserves the right to recover these dues directly from the employee's pending salary or funds. (If the Principal resigns, they must submit their notice directly to the Superintendent/Coordinator or the Chairman).

11. Fee Policy

The Institute adheres to a strict fee structure to maintain the quality of education, infrastructure, and administrative functions.

- **Non-Transferable and Non-Refundable:** All fees paid to the Institute—including tuition fees, annual charges, examination fees, and any other institutional funds—are strictly non-refundable and non-transferable under any circumstances.
- **Government and Departmental Compliance:** In alignment with standard government directives and Education Department regulations regarding fee collection, once a student is admitted and a seat is secured, the fees deposited

cannot be refunded, even in the event of mid-session withdrawal, dismissal, or long-term absence. This is strictly enforced as the admission blocks a seat that cannot be offered to another candidate for the remainder of the academic session.

- **Clearance of Dues:** It is the responsibility of the parents/guardians to ensure timely payment of all fees. No student will be allowed to sit for terminal or final examinations, nor will any official documentation (such as a Discharge Certificate or Transfer Certificate) be issued until all outstanding dues are cleared in full.

12. Legal Compliance and Final Statement

The Mountain Valley Educational Institute functions strictly within the bounds of the law, governed by the EPF Act, regional Labour Laws, and the rules set by the Education Department. The Institute commits to maintaining unyielding discipline, administrative transparency, and the highest standards of academic excellence.

? DIGITALLY VERIFIED

Date of Creation: 01-11-2024

Important Note & Public Disclaimer:
A complete and up-to-date copy of these bylaws is available to the public on our official website (www.mveisheeri.in). It is the strict responsibility of all faculty members, staff, students, and parents/guardians to read, understand, and comply with these regulations. Ignorance of these rules shall not be accepted as an excuse under any circumstances. The Institute holds no responsibility for any consequences or disciplinary actions arising from an individual's failure to read or comprehend these bylaws.