

**Code of Conduct for Teaching Staff**

**Ord. XII. College Appointed Teachers**

1. In this Ordinance, unless the context otherwise requires, a teacher includes a Principal of a College.

1-A Every whole-time teacher shall be engaged by a College as a member of its staff on salaries in the scales prescribed by the University for the Various Categories of its teachers.

1-B <sup>189</sup>The teacher shall comply with the Code of Professional Ethics (<sup>190</sup> Appendix - A to this Ordinance). Failure to comply with the said Code of Professional Ethics will also be construed as misconduct on the part of the teacher and he/she shall be liable to face action as deemed necessary by the Governing Body of the College.

Provided further, if the circumstances so warrant, the Vice Chancellor may direct the Governing Body of the College to initiate action against a teacher on the ground of misconduct, failing which the Vice-Chancellor may take such action as provided for in the Act, Statutes, Ordinances and Regulations of the University.

1-C <sup>191</sup>The term of appointment of the Principal shall be FIVE years with eligibility for reappointment for another term only after following the due process of selection laid down under Ordinance XVIII. 2. No whole-time teacher shall be engaged by any College as a member of its staff except on an Agreement of Service in the form annexed hereto or an agreement substantially to like effect and every teacher shall sign the Agreement before he enters upon his duties.

2-A <sup>192</sup>\*\*\*Omitted\*\*\*

2-B <sup>193</sup>Promotion of College Appointed Assistant Professor in the next Academic Grade Pay/ Associate Professor shall be made under the Merit Promotion Schemes as accepted by the Executive Council, in accordance with the eligibility conditions under the relevant scheme. Provided that the teachers who become eligible for promotion under Career advancement Scheme on or after 31.12.2008 shall be governed by the provisions of the Career Advancement Scheme- 2010 as provided under Ordinance XXIV.

3.

(1) <sup>194</sup>All vacancies of teachers shall be filled through all India advertisement by open recruitment save in the cases of vacancies, appointment to which may be required to be made urgently in the interest of the organization of teaching in the College concerned for the period not exceeding four months or beyond the term in which it is made whichever is earlier.



(2) A temporary appointment of a teacher may be made against a post sanctioned for a specified period or in the leave vacancy of another teacher; the said appointment may be terminated after the expiry of that period or on such teacher resuming duty after the expiry of his leave, as the case may be. Each temporary appointment shall be reported to the University as soon as it is made.

(3) (a) The temporary appointment of a teacher shall not be made to terminate before the end of the term in which it is made or continued; and

(b) If a teacher has been in service in a College or Department of the University on or before the first day of its re-opening in the second term and has continued to be in service without any break till the end of the third term in any College or Department of the University he shall be entitled to an exgratia payment equivalent to the amount of emoluments he would have received had his appointment continued till the end of the long vacation, if he is not holding any salaried post elsewhere during the period. Such exgratia payment shall be made by the College or the University, as the case may be, in which the teacher was in service immediately preceding the end of the third term.

(4) A teacher who has been in service up to the last day of the preceding session/term shall be entitled to vacation salary provided he has been reappointed and is in position on the reopening day after the vacation. In such cases the vacations will not constitute a break in service.

(5) 195 (a) The minimum period of probation of a teacher shall be one year, extendable by a maximum period of one more year in case of unsatisfactory performance.

(b) The teacher on probation shall be confirmed at the end of one year, unless extended by another year through a specific order, before expiry of the first year.

(c) Subject to this clause, it is obligatory on the part of the University to issue an order of confirmation to the incumbents within 45 days of completion of the probation period after following the due process of verification of satisfactory performance.

(d) The probation and confirmation rules shall be applicable only at the initial stage of recruitment, issued from time to time, by the Central Government.

(e) All other Central Government rules on probation and confirmation shall be applicable mutatis mutandis.

3-A (1) 196 Subject to the provision of of clause 6,7, and 8 of the agreement of service, a person appointed permanently or on a tenure as a Principal of a College or institution or as a permanent teacher therein shall be entitled to be in the service until she/he completes the age of sixty five years or completes her/his tenure or extension thereof, as the case may be, whichever is earlier.

(2) 197\* Subject to the availability of vacant positions and fitness, Professor only, may be re-employed by the College on contract appointment beyond the age of superannuation, up to the age of seventy years.

Provided further that all such re-employment shall be strictly in accordance with the guidelines prescribed by the UGC from time to time.

\*The University may make appointment(s) in this category in accordance with the guidelines to be adopted by University in this regard.

(3) 198\*\*\*Omitted\*\*\*

4. No deduction of any kind shall be made from the salary of a teacher except that –

(a) where a teacher contributes to a duly established Provident Fund, the rules whereof have been approved by the University, his contributions to that Fund at the prescribed rate may be deducted from his salary each month.

(b) where a teacher occupies a house or other dwelling accommodation provided by a College, the amount of the rent of that house or other dwelling accommodation may be deducted from his salary each month, but where the teacher is required to occupy the house or other dwelling accommodation as part of the term of his engagement the amount of rent payable shall not exceed one-tenth of his monthly salary.

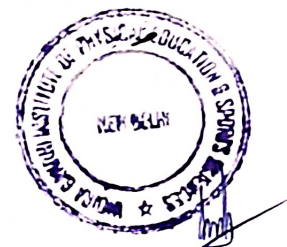
(c) where a teacher agrees for certain deductions like refund of advances taken from Provident Fund, electricity and water charges in respect of a house occupied by him and provided by a College or where any deductions are required to be made under any law or by an order of the Court, such deductions might also be made.

5. No teacher shall be required to contribute directly, or indirectly to the funds of his college except that a teacher may, if he so desires, contribute voluntarily to any sports fund or literary society of the College, or to any fund in aid of poor students of the College:

Provided that all voluntary contributions by teachers to any sports fund, literary society or fund in aid of poor students as aforesaid shall be reported by the College to the University.

6. Notwithstanding anything contained in any other Ordinance, where a Principal or a teacher is placed under suspension, with the prior approval of the Vice-Chancellor, he shall during the period of his suspension be disabled from exercising any rights, duties or privileges attached to the membership of the Governing Body or any Committee of the College of which he may be a member.

7. Notwithstanding anything contained in this Ordinance, a teacher who is placed under suspension shall, during the period of his suspension, be entitled to only subsistence allowance in accordance with the rules applicable to Government employees.



## FORM OF AGREEMENT OF SERVICE FOR COLLEGE TEACHERS

An agreement made the..... day of .....20..... between.....  
(hereinafter called the Teacher) of the first part, and the Governing Body of  
.....College, Delhi (hereinafter called the Governing Body) of the second part.

The Governing Body hereby (or, as from the date of..... ) appoints the Teacher as  
a member of the staff of the College upon the terms and conditions hereinafter set out and  
mutually agreed between the parties.

1. The Teacher shall be on probation for a period of one year and this probationary period may further be extended by not more than 12 months by the Governing Body. The teacher shall be confirmed in his appointment on the expiration of his/her probationary period unless not later than one month before the expiration there of the Governing Body inform him/her in writing of their intention not to confirm him/her.
2. The Governing Body shall pay to the teacher during the continuance of his engagement a salary at the rate of Rs. .... p.m. ....raising by annual increments of Rs .....to a maximum of Rs .....p.m. and no increment shall be withheld without the consent of the University.
3. The teacher shall during the continuance of his engagement be entitled to the benefit of the Provident Fund maintained by the Governing Body for the teaching staff of the College in accordance with the rules prescribed by the Government of India for Provident Fund of Colleges.
4. The teacher shall devote his whole time to the service of the College, and shall not, without the permission of the Governing Body engage directly or indirectly in any trade or business whatsoever or in any private tuition or other work which may interfere with the proper discharge of his duties; but this prohibition shall not apply to work under with the permission of the Principal in connection with the examinations of a University, Board, or Public Service Commission.
- 4-A. In addition to the direct teaching specified in Ordinance XIII, the workload of teachers would include preparation for teaching, admissions, examinations, internal assessment, supervision of co-curricular activities, administrative duties and research.
5. The Governing Body shall be entitled summarily to determine the engagement of the teacher for misconduct, but save as aforesaid, shall only be entitled to determine the engagement after giving three months' notice in writing or payment of three months' salary in lieu of notice and for good cause.

6. The Governing Body shall not determine the engagement of the teacher whether summarily or otherwise without informing him in writing of the grounds on which they propose to take action and giving him a reasonable opportunity of stating his case in writing, and before coming to a final decision shall duly consider the teacher's statement and if he so desires give him a personal hearing.

7. The question of termination of the services of the Principal/Teacher or his suspension shall not be decided by the College/institution without the prior approval of the Vice-Chancellor.

8. The teacher may at any time terminate his engagement by giving the Governing Body three months notice in writing.

Provided that a decision on such termination of engagement by the College/Institution shall be subject to the satisfaction of the Vice- Chancellor.

9. (1) Any dispute arising in connection with the termination of the services of the teacher, except when on probation, by the Governing Body shall be referred to the arbitration of an Appeal Committee of three independent persons appointed by the Chancellor, who shall have power to inquire into all the facts of the case and to interpret the terms of this agreement, and their decision shall be final and binding on both parties. The Appeal Committee shall give its final decision within a reasonable time:

Provided that during the pendency of the appeal, the teacher shall continue to draw such salary or subsistence allowance, as the case may be, as he was drawing immediately prior to the termination of his/her services.

(2) The Indian Arbitration Act, 1940, shall apply to all arbitration under this Clause.

10. On the termination of this agreement from whatever cause the teacher shall deliver up to the Governing Body all books, apparatus, record and such other articles belonging to the College or to the University as may be in his possession.

11. The teacher shall be entitled to leave according to the University Leave Rules as in force from time to time.

