

SCHEDULE 5/B

RECRUITMENT, SELECTION AND APPOINTMENT PROCEDURE FOR SUBSTITUTE TEACHERS

1. Recruitment shall be on Consolidated Contract
2. Qualification Requirement
 - 2.1 General graduates available in the job market based on the qualification required.
 - 2.2 Teachers who have voluntarily resigned from the Civil Service. The age limit is as per the BCSR.
3. Recruiting Agency
 - 3.1 The Dzongkhag/Thromde concerned shall carry out the recruitment through open selection
4. Placement
 - 4.1 The selected candidates will be placed based on the merit ranking in the schools one week before the incumbent teacher avails Maternity Leave. His contract may be extended if the service is required further i.e. if s/he is needed to replace another teacher who avails Maternity Leave immediately within the Dzongkhag or Thromde provided the subject matches.
5. Duration of Contract Service
 - 5.1 The duration shall be maximum of nine months or less depending on the closure of the academic year whichever is early. However, recruitment for replacement one and half months prior to the closure of the academic year is not recommended.
 - 5.2 If a teacher rejoins work prior to completion of the availed Maternity Leave, the contract teacher shall be deployed to school(s) where his service is required. The contract shall not be terminated on the ground of a teacher joining early.
 - 5.3 The Dzongkhag/Thromde may also look for possibilities of redeployment to schools within or outside (in consultation with other Dzongkhag/Thromde HRO) the Dzongkhag.
 - 5.4 Depending on the performance of the contract teacher, his term is subject to termination and the candidate next in line shall be selected.
6. Remuneration and Benefits

Category	Position Level	Consolidated Salary
General graduates	P5 B	As per pay scale determined by the Government from time to time
Teachers who voluntarily resigned from the Civil Service	At the position level before separation	Consolidated on the last Basic Pay before separation

Note: The salary is consolidated for both the categories of recruitment and thus they shall not be eligible for Contract Allowance, Teaching Allowance and House Rent Allowance. Difficulty Allowances shall however be paid to a contract employee posted to a place beyond one dholam from the motorable road, as determined by the Royal Government.

The contract teachers recruited as replacement shall be treated as exception to Section 5.12.3.3. They shall be eligible for consolidated salary during the vacation irrespective of the duration of their service rendered.

7. Detailed Procedure For Teacher Replacement

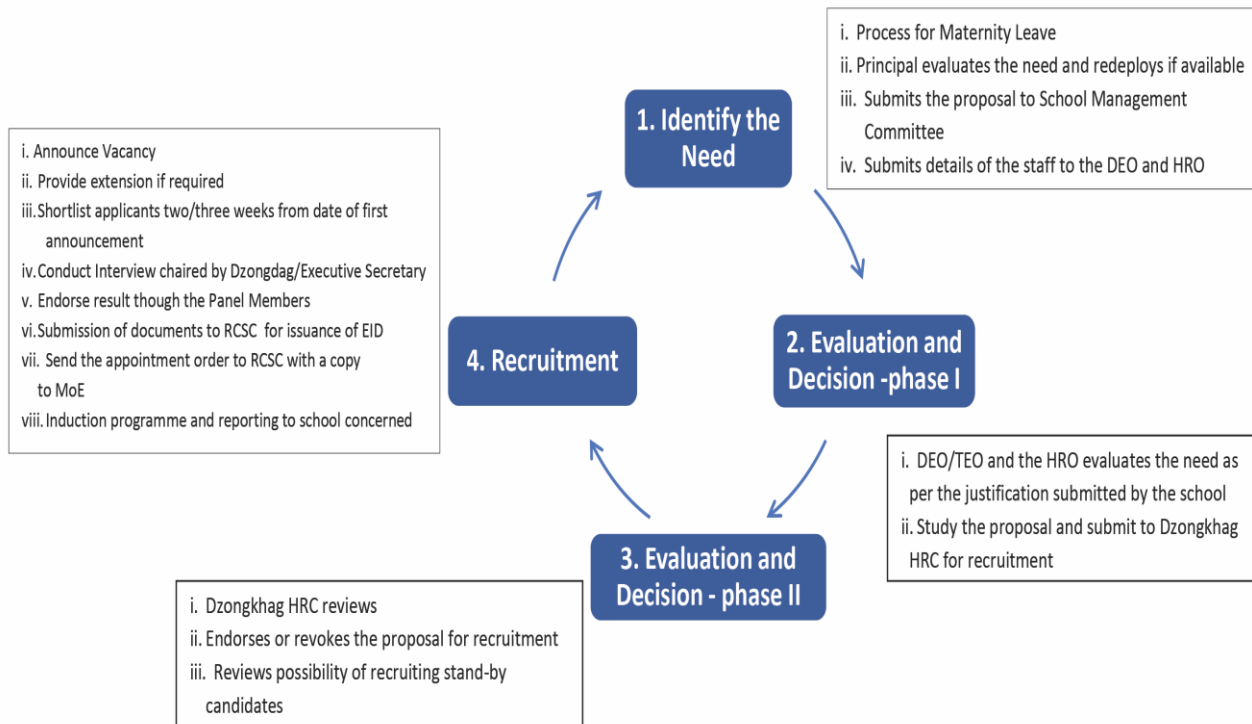
- 7.1 The placement of contract teacher shall begin at least a week before the teacher avails her leave and leave within a week after she joins from the Maternity Leave. An overlap of a week would be allowed for smooth transition between the two teachers, both in the beginning (to an extent possible) and at the time of exit.
- 7.2 If the incumbent leaves one week prior to the appointment of the contract teacher, he/she shall ensure proper handing-taking over to the school management.
- 7.3 A teacher after having conceived for six months shall inform the Principal of the school in order to provide adequate time for school to plan for recruitment on contract if needed.
- 7.4 The Principal of the school concerned should study the actual need of teachers in the particular subject of the incumbent (if any) prior to recruitment of teacher(s) on contract.
- 7.5 The Principal of the school must carry redeployment within the school (if feasible).
- 7.6 The proposal for contract recruitment must be submitted to School Management Committee for review and decision.
- 7.7 The Principal shall fill in the information and submit the justification with the details of the applicants to DEO/TEO within two weeks as per Schedule 5/B (I) with recommendation of the School Management Committee with copy to the Dzongkhag or Thromde HRO concerned.
- 7.8 The DEO/TEO and the HRO will study the need of teachers in the particular subject based on the proposal received from the respective school (Schedule 5/B (I)).
- 7.9 The HRO shall submit the proposal to Dzongkhag/Thromde HRC for further review and directives/approval (Schedule 5/B (I)).
- 7.10 The Dzongkhag/Thromde Administration should inform the Ministry of Education if the recruitment is approved.

8. Recruitment Process

- 8.1 The Dzongkhag/Thromde shall advertise the position for general graduates as per the recruitment process entailed in Chapter 4 of the Rule after getting approval for recruitment from the Dzongkhag/Thromde HRC.
- 8.2 The Dzongkhag/Thromde shall announce the vacancy (MoE will provide directives) for recruitment of contract teachers which shall entail the following information:
 - a. Number of slots;
 - b. Duration of contract; and
 - c. Qualification requirement (specify the subject requirement).

- 8.3 The HRO shall shortlist the candidates on the approval from the HRC two weeks from the date of announcement or three weeks where an extension of one week is provided when the number of applicant is not adequate.
- 8.4 Candidates employed as contract teacher in one school shall not be eligible to apply for a vacant post in another school and the HRO shall make sure that such candidates are not shortlisted.
- 8.5 The Dzongdag/Executive Secretary shall chair the selection interview for the shortlisted candidates. The selection panel members shall endorse the selection result and the members shall be held accountable for any lapses in selection interview.
- 8.6 The HRO shall issue Placement Order within one week after the selection interview and endorsement of the result.
- 8.7 The Dzongkhag or Thromde HRO shall send the relevant documents (Original or scanned) to RCSC for issuance of Employee ID immediately after endorsement of the result.
- 8.8 The Agency concerned shall send the appointment order to RCSC and Ministry of Education after the issuance of EID.
- 8.9 The Education Sector shall provide orientation for the selected candidates.
- 8.10 The selected candidates shall report to school as per the placement order issued by the Dzongkhag/Thromde.
- 8.11 The HRO shall submit the information on the number of contract teachers, place of posting and their CV to the Ministry of Education. The Dzongkhag or Thromde HRO shall submit an annual or biannual or quarterly report to the Ministry on the details of the teacher who went on leave and the contract teachers recruited in his place (Schedule 5/B (II)).
- 8.12 The recruitment process shall be completed within two months from the date of first announcement.
- 8.13 In the event the selected candidate withdraws his candidature or a similar vacancy arises within a period of six months, the post may be offered to the next candidate in order of merit of the Selection Result subject to fulfilling the predetermined minimum cut-off percentage.
- 8.14 The Dzongkhags or Thromdes within the same Dzongkhag can recruit the stand-by candidates interviewed by either one of them in consultation with each other provided it conforms validity of six months of the selection result and matches the subject requirement.

Summary of Recruitment process for substitute teacher





**ROYAL CIVIL SERVICE COMMISSION
ROYAL GOVERNMENT OF BHUTAN**

**DZONGKHAG/THROMDE ADMINISTRATION
AGREEMENT ON SERVICE TERMS AND CONDITIONS FOR SUBSTITUTE TEACHERS**

PART I: GENERAL CONDITIONS

1. Agreement

THIS AGREEMENT is executed on (DD/MM/YYYY) between.....
Dzongkhag/Thromde, hereinafter called “the employer” and Mr/Ms/Mrs,
hereinafter called “the contract teacher”.

WHEREAS the employer desires to engage the services of the contract teacher on the terms and conditions hereinafter set forth; and

WHEREAS the contract teacher is ready and willing to accept this engagement of service with theDzongkhag/Thromde on these terms and conditions.

2. Nature of Service

- 2.1 The employer shall employ the employee on contract basis and he/she shall serve the employer as contract teacher.
- 2.2 The contract teacher shall be liable to be posted or transferred to any school within the Dzongkhag/Thromde except on the last one month of the contract term.

3. Duration of Agreement

The employment hereunder shall be for a total period of months commencing from the day of month yearor subject to the closure of the academic year whichever is earlier. The duration of the period is also subject to premature termination as hereinafter provided.

4. Documents

- 4.1 The contract teacher at the time of reporting for duty to the Dzongkhag/Thromde shall produce the following documents:
 - 4.1.1 Original Medical Fitness Certificate from a qualified Medical Officer;
 - 4.1.2 Copy of online Security Clearance Certificate, which the HRO shall be responsible for its verification;

- 4.1.3 Attested copies of certificates and mark sheets;
- 4.1.4 Copy of Citizenship Identity Card; and
- 4.1.5 Copy of Separation Order if voluntarily retired from the service as teacher.

- 4.2 Upon joining duty in the school concerned, the contract teacher shall send a copy of his joining report through the Principal concerned to the Dzongkhag/Thromde.
- 4.3 The contract teacher shall sign an oath of adherence to the Civil Service Values and Conduct and Confidentiality in the prescribed format.

5. Remuneration and Allowances

- 5.1 The employer shall pay to the contract teacher a consolidated salary of Nu. per month which shall be payable monthly in arrears on the last working day of every calendar month.
- 5.2 Difficulty allowances shall be paid to a contract employee posted to a place beyond one dholam from the motorable road, as determined by the Royal Government.

6. Duty

- 6.1 The contract teacher shall devote himself exclusively to the duties or to such other duties as the employer shall reasonably assign to him and shall personally attend thereto at all times by day or by night (including Sundays and Public Holidays, if necessary) except in the case of illness or accident in which case the contract teacher shall forthwith notify the employer of such illness or accident and shall furnish such evidence as it may require.
- 6.2 The contract teacher shall promptly and faithfully obey, observe and comply with all lawful orders, instructions and directions of the employer and observe all the rules and regulations and instructions in force for and in respect of the Government's property and management thereof.
- 6.3 The contract teacher, whenever required by the employer shall give full and proper interaction in his occupation and in the specified duties of his office to such other person or persons as the employer shall communicate to him and he/she shall convey to such person or persons any secret methods, processes or information learnt or acquired by him in the course of the employment herewith or otherwise.

7. Leave and Travel

The contract teacher shall be eligible for the following:

- 7.1 Casual Leave of five days;
- 7.2 Travel Allowance (TA) of an amount equal to actual bus fare or porter pony and Daily Allowance as per his entitlement while on official duty;
- 7.3 Travel Allowance (TA) of an amount equal to actual bus fare or porter pony and Daily Allowances as per the prevailing rules to begin new employment; and
- 7.4 The contract employee shall be paid TA and DA upon completion of the contract term from the school to the Dzongkhag/Thromde headquarters.

8. Housing

The contract teacher shall make his own arrangements with regard to housing and furniture. However, if Government accommodation is provided, house rent shall be deducted from the salary according to the prevailing rules.

9. Deduction

The Personal Income Tax (PIT) and other statutory deductions shall be deducted according to the prevailing government taxation rules.

10. Civil Service Values and Conduct

10.1 The contract teacher shall be bound by the Civil Service Values and Conduct prescribed in Chapter 3 of the BCSR 2018 and in particular shall:

10.1.1 At all times during the continuance of this Agreement, endeavours to promote the interest and welfare of the employer;

10.1.2 The contract teacher shall abide the teacher code of conduct during the term; and

10.1.3 Respect all the Bhutanese spiritual, traditional and cultural values and practices. Accordingly, the contract teacher shall conduct himself at all times in such a manner that:

10.1.3.1 He does not pose any danger to the socio-economic and political stability of the country;

10.1.3.2 He does not involve in proselytisation or undermine the traditional, cultural or religious values of the society;

10.1.3.3 He does not bring any undesirable influence and harmful practices which may have a damaging effect on the society, such as the use and abuse of narcotics;

10.1.3.4 He does not engage in politicising the people or flaring up communal ill feeling among the people;

10.1.3.5 His dress, behavior and habits are congenial to decorum of the society;

10.1.3.6 He does not engage in anti-government/national propaganda and criticism of the system of Government and its policies through speech or in writing; and

10.1.3.7 He avoid personal relationships with firms selling office or other equipment and avoids the acceptance of favors or gifts, or being placed otherwise under obligation to any commercial representative or to any client or customer.

11. Rights and Obligations of the Contract Teacher

- 11.1 The rights and obligations of the contract teacher are strictly limited to the terms and conditions of this Agreement. Accordingly, the contract teacher shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.
- 11.2 The contract teacher shall be solely liable for claims by third parties arising from the contract teacher's own negligent acts or commissions in the course of performing this agreement, and under no circumstances shall the Dzongkhag/Thromde be held liable for such claims by third parties.
- 11.3 The contract teacher shall not draw, accept or endorse any bill on behalf of the employer or in any way pledge the credit of the employer except so far as he may have been authorized by the employer either generally or in any particular case.

12 Unpublished Information

- 12.1 The contract teacher shall not communicate to any person, Government, or other Agency of the any unpublished information made known to the contract teacher by reason of his association with the Government except as required by this assignment or upon written authorisation by the Government.
- 12.2 The contract teacher shall not advertise or publicise his association with the Government of Bhutan under this agreement. Nor shall the name, letterhead, emblem, or official seal of the Government be used for business or professional purposes or otherwise without the prior written approval of the employer. Such materials intended for official use by employees of the Government should not be permitted to come into the possession of persons who might make unauthorised use of them, and shall not be used for personal purposes. The provision shall survive the expiration or termination of this agreement.

13. Confidentiality and Non-competition

The Government of Bhutan requires, and the contract teacher agrees that, during the term of the employment and at any time thereafter, the contract teacher shall retain in confidence and not divulge or make available without the advance written consent of Dzongkhag/Thromde to any person, firm, corporation, or entity other than the Government or its designee, any information whatsoever.

14. Renewal/Extension of Term

- 14.1 The employer shall extend the service of contract teacher based on the need and requirement and the contract teacher has to give in written stating his willingness to continue further.
- 14.2 The renewal or extension of term shall be granted (if required) based on the performance in the last contract term.

15. Termination of Term

- 15.1 A contract teacher shall not resign in the middle of the contract term. However, resignation may be accepted if minimum of one month's notice is issued by the contract teacher intending to terminate the contract before expiry of the term.
- 15.2 In the event of failure to serve the notice in advance of the required period, the defaulting party shall pay to the other, the salary of the employee for the stipulated notice period.
- 15.3 Contract teacher shall not be indispensable to the Dzongkhag/Thromde and hence shall be liable to be removed from service at any time when the Dzongkhag/Thromde finds his services redundant or on violation of any of these provisions.
- 15.4 The term shall be terminated in case the contract teacher is required to resign due to illness with submission of relevant medical documents.

16. Dismissal for Misconduct

- 16.1 If at any time during the employment, the contract teacher shall be tried for gross misconduct or breach or non-observance of any of the stipulation herein, the contract teacher shall, at the option and discretion of the employer, forfeit the salary of one month. In addition to such forfeiture, the employer may terminate the services of the contract teacher forthwith and without any notice or payment in lieu thereof. Upon such termination, the contract teacher shall not be entitled to claim any compensation or damages.

Seal and Signature of Employer

Signature of Employee

Note: Employer and employee to sign in all pages of this document

PART II: PAY FIXATION

1. Position Title:
2. Position Level:
3. Agency in which appointment is to be made:
4. Period of Contract
 - a) Initial appointment: from to
5. Emolument
 - a. Consolidated Salary: Nu.
6. Deduction

The Personal Income Tax and other statutory deductions shall be levied as per the prevailing rules.

Seal and Signature of Employer

Place:

Date:

Signature of Employee

Place:

Date:

PART III: MISCELLANEOUS

Laws

The Agreement shall be construed according to and be governed by the laws of the Kingdom of Bhutan.

Appeal

Any appeal due to breach of any of the terms and conditions under this agreement by either employer or contract teacher shall have recourse to a legal action/arbitration in a court of law in the Kingdom of Bhutan only.

IN WITNESS WHEREOF, I,(employer) on behalf of the Agency and I,
..... (employee), have hereto set our hands this day and year.

SIGNED by the contract employee
DD/MM/YYYY (Affix Legal Stamp)

In the presence of

SIGNED for and on behalf of the Agency:
DD/MM/YYYY

In the presence of



ROYAL CIVIL SERVICE COMMISSION
ROYAL GOVERNMENT OF BHUTAN

SCHOOL/DZONGKHAG/THROMDE ADMINISTRATION
(CONTRACT EXTENSION FORM)

1. Name: _____
2. Emp. ID. No.: _____ CID No. _____
3. Date of Birth: _____
4. Permanent Address: _____
5. Present Agency: _____
6. Appointment under Present Contract Service:
 - a. Date of Appointment: _____
 - b. Appointment Letter No.: _____ (Issued by the Agency).
 - c. Position Title: _____ Position Level: _____
 - d. Consolidated Salary: _____
 - e. Present Contract Term: from _____ to _____
7. Contract Term Extension requested for _____ months: from _____ to _____

During the contract extension period, the contract teacher shall abide by the terms and conditions accepted by him at the time of initial appointment or revised based on mutual agreement and approved by the Dzongkhag/Thromde.

Signature of the Employee:
(Affix Legal Stamp)

Recommendation of HRC:

HRC Meeting No. _____ dated _____

Remarks (if any): _____

Signature of HR Officer

Approved

Extension of the contract term of the above contract teacher is hereby approved for a further period of _____ months from _____ to _____.

Not Approved

Reasons: _____

Place:

Date:

Seal and Signature: